

LEASE GUARANTY ADDENDUM

Version 20250721



1 This Lease Guaranty Addendum is incorporated into the Residential Lease Agreement between Tenant:
2 _____ and
3 Landlord: _____
4 for the property located at: _____ (the "Premises").

5 **Guarantor's Obligations.**

6 Should any Tenant fail to make any payment due under the Lease when due, or fail to perform any other
7 obligation under the Lease, Guarantor(s) will, immediately upon written demand from the Landlord or Landlord's
8 authorized agent, make such payment to the Landlord or Landlord's agent. Payments covered by this Guaranty
9 include, but are not limited to: all rent, late fees, charges for returned checks, reasonable attorney's fees and
10 legal costs incurred by Landlord due to Tenant's default, costs for repairs of damages to the Property (beyond
11 normal wear and tear), charges related to pets (if applicable), utility charges payable by Tenant under the Lease,
12 reimbursements due to Landlord, charges for maintenance not performed by Tenant as required by the Lease,
13 and any other financial or non-financial obligations, costs, or charges specified in the Lease. If a Tenant otherwise
14 breaches any term or condition of the Lease, Guarantor(s) will, upon written demand from the Landlord: (1)
15 promptly cure the breach in the manner required of the Tenant under the Lease; or (2) fully compensate the
16 Landlord for any and all losses, damages, costs, and expenses incurred by the Landlord as a result of such
17 breach.

18 **Duration of Guaranty.**

19 This Guaranty shall become effective upon the commencement of the Lease. Regarding its continuation upon
20 renewal or extension of the Lease, Guarantor(s) elect the following (select one):

21 Guaranty Extends to Renewals/Extensions. This Guaranty shall remain in full force and effect until all obligations
22 of the Tenant(s) under the Lease have been fully performed and the Lease term, including any and all extensions
23 or renewals thereof, has expired or been terminated. The obligation of the Guarantor(s) under this Guaranty shall
24 continue and apply to any renewal or extension of the Lease, provided that such renewal or extension involves
25 the same Landlord (or its successor/assign) and Tenant(s) (or any of them), and provided that the fundamental
26 financial obligations of the Guarantor(s) are not materially increased beyond what would be reasonably anticipated
27 under the original Lease terms.

28 Guaranty Terminates Upon Initial Lease Expiration. This Guaranty shall remain in full force and effect only
29 until the expiration date of the initial term of the Lease specified above. This Guaranty shall NOT apply to any
30 subsequent renewal, extension, or new lease agreement entered into by the Landlord and Tenant(s) beyond the
31 initial Lease term, unless a new, separate guaranty agreement is executed.

32 Guarantor(s) hereby waive any right to receive specific notice of acceptance of this Guaranty by the Landlord. If
33 Guaranty Extends to Renewals/Extensions, Guarantor(s) also waive any right to receive notice of any modification,
34 amendment, extension, or renewal of the Lease, or of any breach or default by Tenant(s) under the Lease, except
35 as may be specifically required by applicable law. For purposes of this addendum, Guarantor hereby holds out the
leased premises as the address where all breach notices may be served and received by Guarantor if said notice
is sent pursuant to applicable law. Guarantor hereby submits to the jurisdiction of the state where this contract is
created and to consents to be a named party in any eviction action filed to enforce terms of the lease agreement.

36 **Joint and Several Liability.**

37 If more than one Guarantor signs this Guaranty, their obligations hereunder shall be joint and several, meaning
38 each Guarantor is individually responsible for all obligations set forth herein, and the Landlord may pursue its
39 rights and remedies against any one or more Guarantors without first proceeding against the Tenant(s) or any
40 other Guarantor.

_____ **Guarantor**

41 **Recovery of Costs and Attorney's Fees and Waiver of Jury Trial and Class Action.**
42 In the event of any legal proceeding brought to enforce or interpret this Guaranty, the prevailing party in such
43 proceeding shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing party/
44 All parties hereby waive their right to a trial by jury or to participate in a class action against the other if permitted
45 by applicable law.

Signatures

Guarantor Signature

Date

Guarantor Signature

Date

Guarantor Printed Name

Guarantor Printed Name

Sample