



# GUARANTEE AGREEMENT

For Rental or Lease

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** This form is used by a leasing agent, property manager or landlord when entering into a rental or lease agreement with a prospective tenant to document a third-party's guarantee for the payment of rent or other monetary obligation arising out of a default in a rental or lease agreement.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

*Items left blank or unchecked are not applicable.*

**FACTS:**

1. This Guarantee Agreement, called Guarantee, is entered into by
  - 1.1 \_\_\_\_\_, as the Guarantor, and
  - 1.2 \_\_\_\_\_, as the Landlord,
  - 1.3 as an addendum to a Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_\_,  
between \_\_\_\_\_, as the Tenant, and  
\_\_\_\_\_, as the Landlord,
  - 1.4 regarding real estate referred to as \_\_\_\_\_.
  - 1.5 The Lease Agreement is entered into by Landlord in reliance on this Guarantee and the financial statements provided by Guarantor.

**2. LANDLORD AGREES:**

- 2.1 To notify Guarantor of any notices served on Tenant for proceedings to enforce the Lease.
- 2.2 To apply to the Lease Agreement obligations, in any reasonable manner and in its sole discretion, any payments or recoveries from Tenant or from Guarantor.
- 2.3 Any refund to Tenant by Landlord of any payment received by Landlord on the guaranteed Lease Agreement shall remain fully guaranteed.
- 2.4 Any recovery by Landlord from any other Guarantor or an Insurer shall first be credited to the portion of the indebtedness of Tenant to Landlord which exceeds the maximum liability under this Guarantee.

**3. GENERAL PROVISIONS:**

- 3.1 Any communication or notice under this Guarantee is to be in writing and is effective only if delivered by personal service or mailed by registered or certified mail, postage-prepaid and return receipt requested.
- 3.2 This Guarantee is binding on Guarantor, his successor and assigns, and inures to the benefit of Landlord and its successors and assigns.
- 3.3 No provision of this Guarantee or right of Landlord can be waived, nor can Guarantor be released from his obligations, except in writing signed by Landlord.
- 3.4 If Guarantor is a corporation, partnership or Limited Liability Company (LLC), each individual executing this Guarantee on behalf of Guarantor represents and warrants he is duly authorized to execute this Guarantee on its behalf.
- 3.5 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 3.6 The prevailing party in any action on a dispute shall be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 3.7 This Guarantee will be governed by California law.

**4. GUARANTOR AGREES:**

- 4.1 To guarantee to Landlord the payment of rent or any other monetary obligation arising under the Lease Agreement.
- 4.2 To continue liability under this Guarantee, notwithstanding:
  - a. Any modification of the Lease Agreement;

- b. Any waiver or failure to enforce the Lease Agreement;
  - c. Any release or modification of any security for the Lease Agreement, including other guarantees for performance of the Lease Agreement;
  - d. Any unenforceability of part or all of the provisions of the Lease Agreement.
- 4.3 To file all claims against Tenant in bankruptcy or other proceeding on any indebtedness of Tenant to Guarantor, and to assign to Landlord all Guarantor's rights on any such indebtedness. If Guarantor fails to file any claim, Landlord is authorized to do so in the name of Guarantor or as Guarantor's attorney-in-fact.
- 4.4 To subordinate any of Guarantor's claims against Tenant to the Lease Agreement obligations of Tenant to Landlord.
- 4.5  The Guarantee is secured by a trust deed. [See **ft** Form 451]

**5. GUARANTOR WAIVES:**

- 5.1 All right of subrogation to Landlord's rights against Tenant.
- 5.2 All notices to Guarantor or other persons of the creation, modification, renewal or accrual of any obligations under the Lease Agreement or any other related matter, except under §2.1 of this Guarantee Agreement.
- 5.3 Any failure to timely enforce the Lease Agreement.
- 5.4 Any statute of limitations.
- 5.5 Any duty of Landlord to disclose to Guarantor any facts known or discovered about Tenant which materially increase Guarantor's risks of liability.
- 5.6 Any circumstances which constitute a legal or equitable discharge of Guarantor.
- 5.7 The right to require Landlord to first proceed against Tenant and enforce Tenant's obligations under the Lease Agreement or to pursue any remedy or to enforce any right before proceeding on this Guarantee.
- 5.8 Any Tenant defenses to Landlord's exercise of any of its rights under the Lease Agreement.

6. Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**I agree to the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Landlord's Signature: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to the terms stated above.**

See attached Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_