

THIS GUARANTY is given by \_\_\_\_\_ (Guarantor") to \_\_\_\_\_  
("landlord")

## RECITALS

Landlord would not have entered into the Lease with \_\_\_\_\_ except for  
Guarantor's request ad the execution and delivery of this Guaranty; and

in consideration of Landlord entering into the Lease with the Tenant.  
Guarantor agrees follows:

1. Guaranty. Guarantor, for himself and his legal representatives, guarantees the prompt payment when due, or whenever payment may become due under the terms of the Lease, all payments of rent, additional rent, and all other charges, expenses and costs of every kind and nature, which are or may be due now or in the future under the terms of the Lease, or any other transactions between Landlord and Tenant directly or indirectly related to the Lease; and the complete and timely performance, satisfaction and observation of the terms and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, required to be performed, satisfied or observed by Tenant.
2. Coverage of Guaranty. This guaranty extends to all liability which the Tenant has or may have to Landlord by reason of matters occurring before the signing of the Lease by the parties or commencement of the term of the Lease or by matters occurring after the expiration of the term of the Lease by reason of removal of Tenant property surrender of possession, or other matters. This guaranty extends to any successor, assignee, or sub-lessee of Lessee, to any extensions or renewals of Lease, and to any term established by reason of the holdover of Tenant, and assignee or sub lessee.
3. Performance of Guaranty. If Tenant failles to perform, satisfy, or observe any term or condition of the Lease, rule or regulation, or related Lease obligation, Guarantor will promptly and fully do so in Tenant's place. Guarantor shall pay, reimburse, and indemnify Landlord for all damages, costs, expenses, losses and other liabilities arising or resulting from Tenant's failure to perform or satisfy the required terms, rules and obligations.
4. Waiver of Notices. Provided Guarantor is principal of Tenant then without notice to or further assent from Guarantor, Landlord may: waive or modify any term or condition's of the Lease, rule or regulation, or related Tenant obligation; or compromise, settle, or extend the time of payment of any amount due from Tenant or the time of performance of any obligation of Tenant. Landlord may take these actions without discharging or otherwise affecting Guarantor's obligations.
5. Lease Security. This guaranty shall remain in full force and effect and Guarantor is fully responsible, without regard to any security deposit or other collateral for the performance of the terms and conditions of the Lease, or the receipt, disposition, application, or release of any security deposit or other collateral now or hereafter held by or for Landlord.

GUARANTEE OF PAYMENT

Guarantor and Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date of Guarantee \_\_\_\_\_, 200\_\_, to \_\_\_\_\_, 200\_\_

1. **REASON FOR GUARANTEE:** I know the Landlord \_\_\_\_\_ will not rent the Apartment to the Tenant unless I guarantee the Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure the Landlord rents the premises to Tenant.
2. **GUARANTEE:** I guarantee the full performance of the Lease by Tenant. My guarantee is absolute and without any condition. It includes, but is not limited to, the payment of rent and all other money charges.
3. **CHANGES IN THE LEASE HAVE NO EFFECT:** This guarantee will not be affected by any changes in the Lease whatsoever. This includes but is not limited to any extension of time or renewal of the Lease, and the guarantee will bind me even if I am not a party to these changes.
4. **WAIVER OF NOTICE:** I do not have to be informed about any default of the Tenant. I waive notice of non-payment and any other default.
5. **PERFORMANCE:** If Tenant defaults, the Landlord may require me to perform without first demanding that Tenant perform.
6. **WAIVER OF JURY TRIAL:** I give up my right to trial by jury on any claim related to the Lease or this guarantee.
7. **CHANGES:** This guarantee can only be changed by a written agreement signed by the Landlord and myself.

GUARANTOR: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED SIGNATURE)

NOTARY

STATE OF NEW YORK  
COUNTY OF MONROE

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me the same person described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same.