

## COMMERCIAL PERSONAL GUARANTY OF LEASE

This PERSONAL GUARANTY OF LEASE (the "Personal Guaranty") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ guarantors ("Guarantor(s)"), to and in favor of and for the benefit of \_\_\_\_\_, a \_\_\_\_\_ (Name of Entity/Individual) located in the State of \_\_\_\_\_, as landlord ("Landlord").

In consideration of the Landlord entering into that certain "Commercial Lease" dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, wherein \_\_\_\_\_ is a tenant, and the Landlord is the landlord, and in consideration of the Landlord leasing to the Tenant the "Leased Premises", located at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_, as described in said Commercial Lease, on the terms and conditions therein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s), jointly and severally, irrevocably and unconditionally guarantee to the said Landlord, its successors and assigns under said Commercial Lease, the full, faithful and punctual performance by Tenant of Tenant's covenants and agreements contained in said Commercial Lease, or any extension or renewal thereof, and agree that any forbearance, modifications, waivers, amendment, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security shall not affect the undersigned Guarantor(s) absolute and unconditional liability hereunder. The undersigned Guarantor(s) waives notice of any of the foregoing changes. The undersigned hereby waives any and all defenses based on the law of surety ship.

Demand, notice of default or of nonpayment are hereby waived and it is agreed that the said Landlord under the said Commercial Lease may proceed first against the Guarantor(s) without first proceeding against the said Tenant under the said Residential Lease. If Landlord employs counsel to enforce this Guaranty, Guarantor(s) will reimburse Landlord for all attorney's fees, costs and expenses incurred. This Personal Guaranty shall be binding upon the heirs, administrators, executors and assigns of the undersigned Guarantors.

### Electronic Signature Disclosures

As allowed by the U.S. Electronic Signatures in Global and National Commerce Act (eSign law), the Landlord uses electronic signatures on leasing forms and agreements. Please read carefully.

By completing and signing this form, you are agreeing to use an electronic signature, which means:

1. You agree to use an electronic document and an electronic signature. You understand that electronic signatures are legally binding in the United States and other countries.
2. You agree to read the document and fill it out accurately and completely.
3. If you have any questions, please call us at \_\_\_\_\_.

### **GUARANTOR(S):**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

SS Number: \_\_\_\_\_

SS Number: \_\_\_\_\_

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

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

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