

# COMMERCIAL GUARANTY OF RESIDENTIAL LEASE AGREEMENT

In consideration of the lease agreement entered into between \_\_\_\_\_, herein referred to as LANDLORD, and \_\_\_\_\_, herein referred to as TENANT, for \_\_\_\_\_, it is hereby agreed that the undersigned GUARANTOR does hereby unconditionally guaranty to LANDLORD the timely and full payment of all rent and other financial obligations now or hereinafter due LANDLORD and full performance of all other terms of the lease agreement.

1. This guaranty survives with NO NOTICE TO THE GUARANTOR of any lease transfer, subleasing, modification of the lease, extension of lease, conversion to a month to month lease, hold over tenancy, forbearance or resigning of a new lease of any length.

2. Any and all disputes between the TENANT and LANDLORD, violation of lease term by any party, or failure of either party to demand strict performance does NOT waive this guaranty.

3. LANDLORD is not obligated to first attempt recovery for any breach of the lease agreement, or non-payment of rent or other financial obligations against the TENANT, and may immediately seek enforcement of this guaranty. Any and all lawsuits may be brought by the LANDLORD against the TENANT and GUARANTOR, either jointly or individually.

4. In the event payments due under this guaranty are not paid as agreed upon, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this guaranty. In the event of a refund of any monies paid pursuant to the terms of the lease agreement, such monies shall be refunded solely to TENANT, regardless if paid by the GURANTOR.

5. All terms and provisions of this personal guaranty are for the benefit of the LANDLORD, its successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of the GUARANTOR.

6. The undersigned warrants that it has full authority to enter into this guaranty on behalf of the GUARANTOR. This guaranty shall be construed and enforced under the laws of the State of Florida.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Witness # 1 (Signature)

\_\_\_\_\_  
Guarantor (Signature)

\_\_\_\_\_  
Witness #1 (Printed Name)

\_\_\_\_\_  
Guarantor (Printed Name)

\_\_\_\_\_  
Witness # 2 (Signature)

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 (Printed Name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
FEIN #

