

GUARANTY OF PAYMENT WHICH IS PART OF THE LEASE

BETWEEN - LANDLORD: _____ AND TENANTS: _____

OF _____

DATE OF GUARANTY: _____

GUARANTORS: _____ SS#: _____

GUARANTOR: HOME ADDRESS _____

HOME TELEPHONE _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

REASON FOR GUARANTY: I KNOW THAT THE LANDLORD WOULD NOT RENT THE PREMISES TO THE TENANT UNLESS I GUARANTEE TENANTS PERFORMANCE. I HAVE ALSO REQUESTED TO THE LANDLORD TO ENTER MY NAME ONTO THE LEASE WITH THE TENANT. I HAVE A SUBSTANTIAL INTEREST IN MAKING SURE THAT THE LANDLORD RENTS THE PREMISES TO THE TENANT.

GUARANTY: THE FOLLOWING IS MY GUARANTY:

I GUARANTY THE FULL PERFORMANCE OF THE LEASE BY THE TENANT. THIS GUARANTY IS ABSOLUTE AND WITHOUT ANY CONDITION. IT INCLUDES, BUT IS NOT LIMITED TO, THE PAYMENT OF RENT AND OTHER MONEY CHANGES.

CHANGES IN LEASE HAVE NO EFFECT: THIS GUARANTY WILL NOT BE AFFECTED BY EXTENSION OF TIME SUCH AS RENEWALS. THE GUARANTY WILL BE BINDING EVEN IF I AM NOT A PARTY TO THESE CHANGES.

WAIVER OF NOTICE: I DO NOT HAVE TO BE INFORMED ABOUT ANY FAILURE OF PERFORMANCE OR NONCOMPLIANCE WITH ALL OF THE PROVISION OF THE ATTACHED SIGNED LEASE BY TENANT. I WAVE NOTICE OF NONPAYMENT OR NONPERFORMANCE.

LIABILITY: I AGREE TO BE EQUALLY LIABLE WITH THE TENANT. SO THAT LANDLORD MAY SUE ME THE GUARANTOR DIRECTLY WITHOUT FIRST SUING THE TENANT.

WAIVER OF TRIAL: I GIVE UP MY RIGHT TO TRIAL BY JURY IN ANY ACTION. PROCEEDING OR COUNTERCLAIM BROUGHT AGAINST THE LANDLORD ON ANY MATTERS CONCERNING THE ATTACHED LEASE OR THIS GUARANTY.

JURISDICTION: THE PARTIES CONSENT TO THE JURISDICTION OF THE CIVIL COURT OF THE CITY OF NEW YORK IN THE ESTATE OF NEW YORK FOR ALL PURPOSES RELATING TO THIS LEASE. THE PARTIES CONSENT THAT ANY PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO EITHER OF SAID COURTS, AND ANY PAPER IN CONNECTION WITH SUCH A PROCEEDINGS MAY BE SERVED WITHIN OR OUTSIDE OF THE STATE OF NEW YORK BY CERTIFIED MAIL OR REGISTERED MAIL OR BY PERSONAL SERVICE OR BY SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF THE APPLICABLE COURT OR ARBITRATION TRIBUNAL.

CHANGES: THIS GUARANTY OF PAYMENT AND PERFORMANCE CAN BE CHANGED ONLY BY WRITTEN AGREEMENT SIGNED BY ALL PARTIES TO THE LEASE AND GUARANTY.

GUARANTOR SIGNATURE

DATE

GUARANTOR SIGNATURE