

Lease Guaranty Agreement

THIS LEASE GUARANTY AGREEMENT (this “Guaranty”) is made in connection with that certain Residential Lease Agreement (the “Lease”):

Dated as of _____, 20____

Between _____ (“Landlord”)

And _____ (“Tenant”)

For the Premises located at _____.

As a material inducement to Landlord to enter into the Lease, _____ (“Guarantor”) hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant (and any assignee) under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, and continuing guaranty of payment and performance and is independent of Tenant’s obligations under the Lease. Guarantor (and if this Guaranty is signed by more than one person, each Guarantor hereunder) shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant’s obligations, and agrees to pay to Landlord upon demand any payments under the lease, including but not limited to rent, late charges, returned check charges, attorney's fees, repair costs, pet charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. Guarantor waives any right to require Landlord to (a) join Tenant with Guarantor in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant’s obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord’s power.

Landlord may, without notice or demand and without affecting Guarantor’s liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease, or to any notice of the above. Without limiting the generality of the foregoing, if Tenant elects to extend the lease term, or otherwise expand Tenant’s obligations under the Lease, Tenant’s execution of such lease documentation shall constitute Guarantor’s consent thereto (and such increased obligations of Tenant under the Lease shall constitute a guaranteed obligation hereunder); Guarantor hereby waives any and all rights to consent thereto or to notice of the same.

Guarantor shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty (including, without limitation, reasonable attorneys’ fees and expenses). All notices or other communications addressed to Guarantor shall be delivered at the address set forth below. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord’s successors and assigns.

Guarantor authorizes Landlord or Landlord’s agents to obtain a copy of Guarantor’s consumer credit reports and to verify relevant information related to the creditworthiness of Guarantor.

This Guaranty shall be governed by the laws of the State of Texas.

[Signature page to follow]

Executed as of _____, 20____.

GUARANTOR:

Signature: _____

Printed Name: _____

SSN: _____

Address: _____

City/State/Zip: _____

Telephone: _____