



## GUARANTY OF TENANT'S PERFORMANCE

In consideration of and as an inducement to 1<sup>st</sup> Priority Realty & Management ("Landlord") the address of which for purposes of notice hereunder is 2915 Kerry Forest Pkwy, Suite 102, Tallahassee, FL 32309 ("Landlord"), and \_\_\_\_\_ ("Guarantor"), the current address of which for purposes of notice hereunder is \_\_\_\_\_ (Guarantor's Address) to enter into that certain Lease Agreement of even date herewith and relating to the real property located at: \_\_\_\_\_ Tallahassee, Florida, the undersigned unconditionally guarantees the full performance of all of the terms, covenants, and conditions of the lease on the part of \_\_\_\_\_ (Tenant), including the payment of all rents and other charges to accrue under the lease. The undersigned further agree as follows:

1. This guaranty shall continue in favor of Landlord, notwithstanding any extension, modification, or alteration of the lease between the parties, their successors, or assigns, and notwithstanding any assignment of the lease, with or without the consent of Landlord. No extension, modification, alteration, or assignment of the lease shall in any manner release or discharge the undersigned.
2. This guaranty shall continue unchanged by any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee of Tenant, or by any disaffirmance or abandonment by a trustee of Tenant.
3. Landlord may, without notice, assign the lease in whole or in part, and no assignment or transfer of the lease by Landlord shall operate to extinguish or diminish the liability of the undersigned.
4. The liability of the undersigned under this guaranty shall be primary in any right of action which shall accrue to Landlord under the lease. Landlord may, at its option, proceed against the undersigned without having commenced any action or having obtained any judgment against Tenant.
5. The undersigned agrees to pay Landlord's reasonable attorney fees and all costs and other expenses incurred in any collection or attempted collection related to the obligations guaranteed by the undersigned or incurred in enforcing this guaranty against the undersigned, individually and jointly.
6. The undersigned waives notice of any demand by Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the lease. Notwithstanding the foregoing, Landlord shall have the right, without the obligation, to provide notice to Guarantor with respect to any event of default to the Guarantor's permanent address stated above.
7. The terms and provisions of this guaranty are binding on and inure to the benefit of the respective successors and assigns of the parties named in the lease.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Guarantor Signature

\_\_\_\_\_, Guarantor Printed Name

\_\_\_\_\_, Tenants Name

**NOTARIZED BY:**

**FOR AN ACKNOWLEDGEMENT IN AN INDIVIDUAL CAPACITY:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person acknowledging).

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced

**Guarantor Information**

Guarantor Name: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

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

Guarantor Email: \_\_\_\_\_

Guarantor Cell: \_\_\_\_\_

Guarantors D.O.B. \_\_\_\_\_

Guarantor Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

Guarantor's Social Security #: \_\_\_\_\_

Guarantor's Employment: \_\_\_\_\_ Position: \_\_\_\_\_

Employer contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

I represent that the information provided above is true and correct to the best of my knowledge. 1<sup>st</sup> Priority Realty & Management company representatives have authorization to verify the references and employment information given in the application and to request a credit check.

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please fax a copy of your driver's license with this form. Thank you.**  
**1<sup>ST</sup> Priority Realty & Management, Suite 102, Tallahassee, Florida 32309**  
**(OFC) 850-562-0589 (FAX) 850-562-2474**  
**[RENT@1stPRIORITYsite.com](mailto:RENT@1stPRIORITYsite.com)**

**(NOTE: All deposits and rent payments shall be made out to 1<sup>st</sup> Priority Realty & Management)**