

# GUARANTY OF PAYMENT OF RENT UNDER LEASE

GUARANTY made the date set forth below by the undersigned who resides at the address indicated below, hereinafter referred to as Guarantor, to Lauer Real Estate Group, with its principle office located at 539 E. Park Ave., Tallahassee, Florida 32301, hereinafter referred to as Landlord:

### Recitals

Landlord has agreed to lease the premises described below to the person named below as Resident conditioned on Guarantor's giving security for payment of rent and performance of the lease with the Resident in the form of this personal guaranty. In consideration of Landlord's entering into the lease with the Resident and the Guarantor agrees as follows:

### Section I

#### Statement of Guaranty

Guarantor guarantees payment of rent and all other cost and the charges, including attorney's fees, under any lease entered into with the Resident pursuant to the terms of the lease. If Resident defaults in the payment of any installment of rent, Guarantor shall pay the amount of such installment or the accelerated balance at the option of Landlord, within ten (10) days after the notice of the default and demand for payment mailed to the Guarantor's address set forth below. Guarantor's liability under this guaranty shall not be affected by the reason of any extension of time for payment of any installment granted by Landlord to Resident or by reason of any consent to sublease given by Landlord at Resident's request.

### Section II

#### Duration

This guaranty may not and shall not be revoked during the initial term of the lease. Thereafter, if the lease is renewed, even if on different terms, this guaranty shall remain in force until receipt by Landlord of written notice of revocation from Guarantor.

### Section III

#### Attorney Fees, Costs, and Interest

Guarantor agrees to pay Landlord's actual attorney's fees and expenses in the enforcement of the lease and this guaranty prior to subsequent to judgment and in any and all trial and appellate tribunals, whether suit be brought or not, if, after default, counsel shall be employed by Landlord. All amounts due hereunder shall bear interest at the highest rate allowed by law from the date of default, counsel shall be employed by Landlord. All amounts due hereunder shall bear interest at the highest rate allowed by law from the date of default until paid. This guaranty is to be performed in Leon County, Florida and any action based on this instrument shall be brought in the appropriate court located in that county and in no other court.

### Section IV

#### Waiver of Notice of Acceptance

Notice of acceptance of this guaranty is expressly waived. When used herein, the singular pronoun or verb shall include plural.

Resident(s): \_\_\_\_\_

Property: \_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_\_\_\_.

#### Guarantor's Information:

Name (Print): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

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

Relationship to Applicant: \_\_\_\_\_ Income: \$ \_\_\_\_\_

Current Rental / Mortgage Obligation \$ \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State Issued: \_\_\_\_\_

You represent that all of the information provided is true and complete and you authorize verification of the information and credit reports. Please include a copy of your driver's license.

**MUST BE NOTARIZED AND RETURNED TO OFFICE WITHIN 10 DAYS**

**Guarantor Signature \*(NOTARIZED):** \_\_\_\_\_

This was Sworn before me on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.  
The person above has either produced ID \_\_\_\_\_ or is personally known to me.

