# LEASE CO-SIGNER (GUARANTOR) AGREEMENT

## 1. 1. Parties and Underlying Lease

This Lease Co-Signer Agreement, also referred to as a Guaranty (the "Guaranty"), is made on [DATE] by [GUARANTOR NAME], residing at [GUARANTOR ADDRESS], phone [GUARANTOR PHONE], email [GUARANTOR EMAIL] (the "Guarantor"), in favor of [LANDLORD NAME], with a notice address at [LANDLORD ADDRESS] (the "Landlord"). The Guaranty relates to the lease dated [LEASE DATE] between the Landlord and [TENANT NAME(S)] (the "Tenant") for the property at [RENTAL PROPERTY ADDRESS] (the "Lease"), with a term beginning [LEASE START DATE] and ending [LEASE END DATE] at a monthly rent of [MONTHLY RENT]. The Guarantor acknowledges receiving and reading a complete copy of the Lease and every addendum to it. The Guarantor signs this Guaranty as a material inducement to the Landlord to enter into the Lease with the Tenant, and the Landlord would not have entered into the Lease without it.

## 2. 2. Guaranty of Payment and Performance

The Guarantor absolutely, unconditionally, and irrevocably guarantees the full and prompt payment of all rent and other amounts due under the Lease for the property at [RENTAL PROPERTY ADDRESS] and the performance of every obligation of the Tenant under the Lease. This is a guaranty of payment and performance, not merely of collection, which means the Landlord may demand payment from the Guarantor as soon as an amount is due and unpaid by the Tenant. The obligations of the Guarantor are continuing and remain in effect until all obligations of the Tenant under the Lease have been fully satisfied. The Guarantor grants no interest in and receives no right to occupy the property, no right to possession, and no right to control any decision of the Tenant. The Guarantor is not a tenant and is not a party to the Lease itself.

## 3. 3. Joint and Several Liability

The liability of the Guarantor is joint and several with the Tenant and with every other tenant and guarantor of the Lease. The Landlord may proceed directly against the Guarantor for the entire amount owed without first demanding payment from the Tenant, without first applying the security deposit, without first pursuing any other guarantor, without terminating the Lease or filing an eviction action, and without exhausting any other remedy. If more than one guarantor signs, each is liable for the full amount rather than a proportionate share, and the release of one does not release the others. A judgment against the Tenant does not have to be obtained or satisfied before the Landlord may enforce this Guaranty. The Guarantor has no right of contribution or subrogation against the Tenant until all amounts owed to the Landlord have been paid in full, and this section applies to the fullest extent permitted by the law of the State of [GOVERNING STATE].

## 4. 4. Scope of Guaranteed Obligations

The obligations guaranteed include base rent, additional rent, pet rent and pet fees, parking and storage charges, utility charges the Tenant fails to pay, late fees and returned payment fees, the cost of repairing damage beyond ordinary wear and tear, cleaning and disposal costs, unpaid amounts remaining after application of the security deposit, holdover rent, rent accruing after an abandonment for the balance of the term as permitted by law, and the reasonable costs of collection, including court costs and attorney fees to the extent recoverable under the Lease and applicable law. The Guarantor also guarantees performance of non-monetary obligations, and if the Tenant fails to perform one, the Guarantor is liable for the resulting damages rather than being required to perform in person. The total liability of the Guarantor under this Guaranty is [UNLIMITED / LIMITED TO A MAXIMUM OF GUARANTY CAP AMOUNT / LIMITED TO GUARANTY CAP MONTHS OF RENT PLUS DAMAGES]. Any limit stated here applies to the aggregate of all amounts recoverable from the Guarantor.

## 5. 5. Term of the Guaranty, Renewals, and Holdover

This Guaranty begins on the date signed and continues for [GUARANTY TERM: THE INITIAL LEASE TERM ONLY / THE INITIAL TERM AND ALL RENEWALS AND EXTENSIONS / A PERIOD ENDING ON GUARANTY END DATE]. If the Guaranty covers renewals, it applies automatically to any renewal, extension, holdover period, or month-to-month tenancy that follows the initial term, including any rent increase that takes effect during those periods, without further notice to or consent from the Guarantor. If the Guaranty is limited to the initial term, it ends on [INITIAL TERM END DATE] as to obligations arising after that date, but continues until amounts that accrued during the initial term are paid in full. The Guarantor may not revoke this Guaranty during any period it covers. Termination of the Lease by default, abandonment, or surrender does not end the obligations of the Guarantor for amounts already accrued or for damages arising from the default.

## 6. 6. Waivers by the Guarantor

The Guarantor waives notice of acceptance of this Guaranty, notice of any default by the Tenant, presentment, demand for payment, protest, notice of protest, notice of dishonor, and notice of any action taken or not taken by the Landlord. The Guarantor waives any requirement that the Landlord first proceed against the Tenant, first apply the security deposit, first pursue any other guarantor or collateral, or first exhaust any other remedy. The Guarantor waives any defense based on the disability, death, insolvency, bankruptcy, or dissolution of the Tenant, on the unenforceability of any obligation of the Tenant for any reason other than payment in full, on any statute of limitations available to the Tenant, and on any election of remedies by the Landlord that impairs a right of subrogation. The Guarantor waives any right to require the Landlord to mitigate damages except to the extent a duty to mitigate is imposed by applicable law and cannot be waived. These waivers are effective only to the extent permitted by the law of the State of [GOVERNING STATE].

## 7. 7. Modifications to the Lease Do Not Release the Guarantor

The Landlord and the Tenant may, without notice to or consent from the Guarantor, amend the Lease, change the rent, extend or renew the term, add or remove an occupant, grant an extension of time, waive a default, accept partial payment, release or substitute collateral, release the Tenant or another guarantor, or settle any claim, and none of those actions releases or reduces the obligations of the Guarantor. If the Guarantor has agreed to a maximum liability under Section 4, that maximum is not increased by an amendment the Guarantor did not sign. If a payment made by the Tenant is later recovered from the Landlord as a preference or otherwise in a bankruptcy or similar proceeding, the obligations of the Guarantor are reinstated as if the payment had never been made. The Guarantor will notify the Landlord in writing within [ADDRESS CHANGE NOTICE, e.g., 15 days] of any change of address, employer, or phone number.

## 8. 8. Guarantor Financial Information and Screening Consent

The Guarantor represents that the following information is true and complete: employer [GUARANTOR EMPLOYER], position [GUARANTOR POSITION], gross annual income [GUARANTOR ANNUAL INCOME], other income [OTHER INCOME], and that the Guarantor is not currently a party to any bankruptcy or insolvency proceeding except: [DISCLOSURE OR NONE]. The Guarantor authorizes the Landlord and any screening company acting on its behalf to obtain consumer reports about the Guarantor, including credit history, public records, and income verification, for the purpose of evaluating and administering this Guaranty. The Guarantor understands these are consumer reports under the federal Fair Credit Reporting Act and that if the Landlord declines to accept the Guarantor based on information in a report, the Landlord will provide an adverse action notice identifying the reporting agency and explaining the right to a free copy and to dispute the information. The Guarantor will provide supporting documentation such as [GUARANTOR DOCUMENTATION, e.g., recent pay stubs or the most recent tax return] on request. A false statement in this section is a material breach of this Guaranty.

## 9. 9. Release of the Guaranty

This Guaranty is released and the Guarantor has no further liability when all amounts owed under the Lease have been paid in full and the Tenant has surrendered the property, or on the earlier of the following if applicable: [RELEASE CONDITION, e.g., the date the Tenant has paid rent on time for 12 consecutive months and the Landlord confirms the release in writing, the date a replacement guarantor acceptable to the Landlord signs a substitute guaranty, or the date the Tenant qualifies on income and credit without a guarantor]. Any release must be confirmed by the Landlord in writing, and the Guarantor may request a written statement of the status of the account and of this Guaranty once every [STATUS REQUEST FREQUENCY, e.g., 6 months]. Release of the Guarantor does not release the Tenant or any other guarantor. If a release is granted, it applies only to obligations arising after the release date unless the writing says otherwise.

## 10. 10. Notices

Notices to the Guarantor will be sent to the address in Section 1 by [NOTICE METHOD, e.g., certified mail and email] and are effective on delivery or [NOTICE EFFECTIVE DAYS] days after mailing to the last address the Guarantor provided in writing. Although the Guarantor waives notice of default under Section 6, the Landlord will use reasonable efforts to notify the Guarantor within [DEFAULT NOTICE TARGET, e.g., 30 days] after rent becomes delinquent, and a failure to do so does not reduce the obligations of the Guarantor. The Guarantor may communicate with the Landlord about the account without the consent of the Tenant, and the Landlord may disclose to the Guarantor the balance owed, the payment history, and the status of any eviction or damage claim. The Guarantor is responsible for keeping its contact information current.

## 11. 11. Default, Remedies, and Costs

On any default under the Lease that is not cured within the time the Lease allows, the Landlord may demand payment from the Guarantor of all amounts then due, and the Guarantor will pay within [GUARANTOR PAYMENT PERIOD, e.g., 10 days] after written demand. Amounts not paid when demanded bear interest at [DEFAULT INTEREST RATE] per year or the maximum rate permitted by law, whichever is less. The Landlord may bring a separate action against the Guarantor, may join the Guarantor in an action against the Tenant, and may bring successive actions as additional amounts accrue. The Guarantor will pay the reasonable attorney fees, court costs, and collection costs the Landlord incurs in enforcing this Guaranty, to the extent permitted by applicable law, and the prevailing party in any action on this Guaranty may recover those costs. No delay or partial exercise of any right by the Landlord waives that right.

## 12. 12. Governing Law and General Provisions

This Guaranty is governed by the laws of the State of [GOVERNING STATE], with venue in [VENUE COUNTY AND STATE], and the Guarantor consents to personal jurisdiction there. The Landlord may assign this Guaranty to any purchaser or successor owner of the property or to a lender without the consent of the Guarantor, and the Guarantor may not assign or delegate its obligations. If any provision is unenforceable, the remainder stays in effect and the unenforceable provision will be narrowed to the smallest extent necessary. This Guaranty, together with the Lease it references, is the entire agreement between the Landlord and the Guarantor and may be amended only in a writing signed by both. The Guarantor acknowledges having had the opportunity to consult an attorney before signing and is not relying on any statement by the Landlord or the Tenant about the likelihood of being called on to pay.

## 13. 13. Signatures

By signing below, the Guarantor acknowledges reading this Guaranty in full, including the joint and several liability provision in Section 3 and the waivers in Section 6, and agrees to be personally bound by it. GUARANTOR: Signature: ______________________. Printed Name: [GUARANTOR NAME]. Date: [DATE]. Guarantor initials acknowledging full personal liability for the guaranteed obligations: ______. LANDLORD: Signature: ______________________. Printed Name: [LANDLORD SIGNER NAME]. Title: [TITLE]. Date: [DATE]. TENANT (acknowledging the Guaranty and consenting to the disclosure of account information to the Guarantor): Signature: ______________________. Printed Name: [TENANT NAME]. Date: [DATE]. Electronic signatures have the same effect as original signatures.

## 14. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Guaranty law varies by state, including which waivers are enforceable, whether a guaranty survives a lease renewal that the guarantor did not sign, whether a duty to mitigate damages can be waived, and what notice a guarantor is entitled to receive. Signing a guaranty creates real personal financial exposure that can affect credit and be collected through a judgment. Review this document carefully and consult a licensed attorney in your state before signing. Use of this template does not create an attorney-client relationship with ScanContract.