

# Guaranty of Payment of Rent

This GUARANTY is made and entered into the date set forth below by the undersigned who resides at the address indicated below, hereinafter referred to as Guarantor, to \_\_\_\_\_, with its principle office located at 2065 Thomasville Road, Tallahassee, Florida 32303, hereinafter referred to as Owner.

## Recitals

Owner 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 by the Resident in the form of this personal guaranty. In consideration of Owner entering into the lease with the Resident, the Guarantor agrees as follows:

## Section I

### Statement of Guaranty

Guarantor guarantees payment of all rent and all financial obligations, costs and charges of any kind, including attorney's fees at both the trial and appellate levels, 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, or other monies due Owner under the lease, Guarantor shall pay all amounts due Owner or the accelerated balance, if demanded at the option of Owner, within ten (10) days after notice of 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 reason of any extension of time granted by Owner to Resident for payment of any monies due or by reason of any assignment or sublease of the lease.

## Section II

### Duration

This guaranty is continuing and unconditional and may not and shall not be revoked during the term of the lease. In the event the lease is modified, renewed or extended, even if on different terms, this Guaranty shall remain in full force and effect until expiration of the renewal or extended lease term and payment of all sums due Owner. This Guaranty shall survive termination or expiration of the lease, until all monies due or to become due Owner under the lease, has been paid in full.

## Section III

### Attorney Fees, Costs, and Interest

Guarantor agrees to pay Owner's actual attorney's fees and expenses in the enforcement of the lease and this Guaranty, whether suit be brought or not, if, after default, counsel shall be employed by Owner. All amounts due hereunder shall bear interest at the highest rate allowed by law from the date of default. This Guaranty is to be performed in Leon County, Florida and Guarantor consents to personal jurisdiction and venue for any action base on this instrument being brought in the appropriate court located in that county.

## 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): \_\_\_\_\_

Premises: \_\_\_\_\_

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

### Guarantor's Information:

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

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

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

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

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

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

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 \_\_\_\_\_, 200\_\_\_\_.

The person above has either produced ID \_\_\_\_\_ or is personally known to me.