



REALTY LTD.

Investments • Brokerage • Management

428 East 83<sup>rd</sup> Street  
New York, New York 10028  
(212) 628-2313 Fax: (212) 628-2856

**LEASE GUARANTY**

**I, \_\_\_\_\_, residing at \_\_\_\_\_ understand that you, Vickers Realty, Ltd., as Agent have leased a residential dwelling, Apartment # \_\_\_\_\_ at \_\_\_\_\_ NY, NY to \_\_\_\_\_ Who is my \_\_\_\_\_ subject to, and conditioned on my signing the guaranty.**

**The Guarantor hereby agrees to the following:**

- 1. GUARANTEE OF PERFORMANCE. Guarantor guarantees, unconditionally and absolutely, the full and faithful performances and observances of all the covenants, terms, and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without being limited to the payment of rent, when due, under the Lease.
- 2. LEASE MODIFICATION, RENEWAL OR EXTENSION. If the lease is modified, renewed or extended, or if the Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance of all the covenants, terms and conditions of the Lease and of any such modifications, renewal or extension thereof.
- 3. TENANT’S SUBLET OR ASSIGNMENT. This Guaranty shall remain and continue effect if the Tenant sublets or assigns, whether or not whether Guarantor or Owner receives notice of such sublet or assignment or has consented to it.
- 4. BINDING ON SUCCESSORS AND ASSIGNS. This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representatives of Guarantor and shall inure to benefit of the successors, assigns, and legal representatives of Owner.
- 5. JOINT AND SEVERAL LIABILITY. The liability of Guarantor is co-extensive with that of Tenant and also joint and several, and action may be brought against guarantor and carried to a final judgment either with or without making the Tenant a party thereto. Guarantor further agrees that in any action or proceeding against Tenant and without joining Tenant as a party defendant.

\_\_\_\_\_  
Guarantor Initials                      Date

6. NO DEMAND NEEDED. Owner may proceed against the Guarantor without first making demand against Tenant and without first bringing any action or proceeding against Tenant and without joining Tenant as a party defendant.

7. WAIVER OF RIGHT TO DEFAULT NOTICE. Guarantor does not require any notice of Tenant's nonpayment, nonperformance or nonobservances of the covenants, terms, and conditions of the Lease. Guarantor expressly waives the right to receive such notice.

8. TENANT'S BANKRUPTCY. Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation in any way by any impairment, modification, release, or limitation of the liability of Tenant or Tenant's estate in bankruptcy, resulting from the operation of any present or future.

9. SERVICE IN PROCESSES. Guarantor irrevocably appoints Tenant as its agent for the service of process related to this Guaranty. Notwithstanding the proceeding. Owner agrees to send Guarantor a copy of the legal papers served on Tenant by certified mail, return receipt requested, at the following address: **AS STATED ABOVE**.

10. VENUE AND INTERPRETATION OF GUARANTY. Venue for any action or proceeding arising out of this Guaranty shall be New York County in the State of New York. The Guaranty shall be governed and interpreted under the laws of, and enforced in the courts of the State of New York.

11. WAIVER OF JURY TRIAL. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against Guarantor in respect of this Guaranty

12. OWNER'S LEGAL EXPENSES. Guarantor will pay to owner all of owner's expenses – including, but not limited to, attorney's fees – that owner incurs in enforcing this Guaranty

13. NO WAIVER BY OWNER. Owner's failure or delay in exercising any rights under the lease or guaranty or in sending any notices, or requests, or in requiring strict performance or observance of any term or covenant of the lease, shall not waive any of Owner's rights created by the Guaranty

\_\_\_\_\_  
NOTARIZED SEAL AND SIGNATURE

\_\_\_\_\_  
GUARANTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HOME ADDRESS

\_\_\_\_\_  
CELLULAR TELEPHONE NUMBER

\_\_\_\_\_  
BUSINESS TELEPHONE NUMBER

\_\_\_\_\_  
HOME TELEPHONE NUMBER

\_\_\_\_\_  
DATE OF BIRTH