



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT _____ between _____ (Landlord) and _____ (Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantors guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantors guarantee Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantors waive any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. All Guarantors are jointly and severally liable for all provisions of this guaranty. Filing for bankruptcy by Tenant will not diminish Guarantors obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantors authorize Landlord to obtain a copy of any consumer or credit report of Guarantors from any consumer reporting agency and to verify relevant information related to Guarantors' creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Special Provisions:

Guarantor's Signature Date

Guarantor's Signature Date

Guarantor's Name Printed

Guarantor's Name Printed

Guarantor's Address

Guarantor's Address

Phone SS # or Tax ID #

Phone SS # or Tax ID #