

Lease guarantor agreement (LA/CA)

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CALIFORNIA / LOS ANGELES LEASE GUARANTY AGREEMENT

This Lease Guaranty Agreement ("Guaranty") is made on [DATE] by [GUARANTOR FULL LEGAL NAME], residing at [GUARANTOR ADDRESS] ("Guarantor"), in favor of [LANDLORD FULL LEGAL NAME], with an address at [LANDLORD ADDRESS] ("Landlord").

1. THE LEASE

This Guaranty relates to the lease dated [LEASE DATE] (the "Lease") between Landlord and [TENANT FULL LEGAL NAME] ("Tenant") for the premises located at [PREMISES ADDRESS, UNIT/APT #, CITY, CA, ZIP] (the "Premises"). Guarantor acknowledges receiving and reviewing a copy of the Lease and is fully familiar with its terms.

2. GUARANTY OF OBLIGATIONS

In consideration of Landlord entering into the Lease with Tenant, Guarantor absolutely and unconditionally guarantees to Landlord the full and prompt payment and performance of all of Tenant's obligations under the Lease, including but not limited to:

- (a) all rent, additional rent, and any late fees or charges permitted by the Lease and by California law;
- (b) the cost of repairing any physical damage to the Premises beyond ordinary wear and tear, as measured under Civil Code § 1950.5;
- (c) reasonable attorneys' fees and collection costs to the extent recoverable under the Lease, this Guaranty, and California law (see Section 9 below); and
- (d) all other monetary and non-monetary obligations of Tenant under the Lease.

Under Civil Code § 2787, California does not distinguish between a "surety" and a "guarantor" — Guarantor's promise here is a suretyship obligation governed by Civil Code §§ 2787-2856.

3. CONTINUING GUARANTY; RENEWALS

This is a continuing guaranty under Civil Code § 2814. It remains in effect for the initial Lease term and shall continue automatically through any renewal, extension, or holdover of the Lease, and through any modification agreed to by Tenant and Landlord, unless a written termination is stated here: [TERMINATION CONDITION / END DATE, IF ANY]. If no condition is stated, this Guaranty continues until all guaranteed obligations are fully satisfied. Guarantor may revoke as to future transactions only in the manner and to the extent permitted by Civil Code § 2815.

4. NATURE OF LIABILITY; WAIVER OF SURETYSHIP DEFENSES

Guarantor's liability is primary and direct. To the extent permitted by Civil Code §§ 2845, 2846, 2849, 2850, and 2856, Guarantor waives: (a) the right to require Landlord to proceed first against Tenant or any other person or security before proceeding against Guarantor; (b) the right to notice of Tenant's default; and (c) any defense arising from Landlord's delay, forbearance, or extension of time granted to Tenant. Because California law reads waivers of suretyship defenses narrowly and requires them to be clear and specific, [ATTORNEY REVIEW REQUIRED — CONFIRM SCOPE OF WAIVER LANGUAGE] before this section is relied upon.

5. FINANCIAL ACKNOWLEDGMENT

Guarantor represents that the information provided in support of this Guaranty is true and complete, that Guarantor has the financial means to perform the obligations guaranteed, and that Guarantor is signing voluntarily and for good and valuable consideration.

6. SECURITY DEPOSIT LIMITS

Nothing in this Guaranty increases or waives the protections of Civil Code § 1950.5, as amended by AB 12: the security deposit collected from Tenant is capped at one month's rent (with a narrow exception for certain small landlords), must be accounted for in an itemized statement, and must be returned within 21 calendar days of move-out, with photo documentation as required by AB

2801. This Guaranty does not authorize Landlord to collect an additional deposit from Guarantor as a substitute for, or in excess of, that statutory cap.

7. RENT CAP AND JUST-CAUSE PROTECTIONS

If the Premises is subject to the Los Angeles Rent Stabilization Ordinance (LAMC § 151.00 et seq.), the LA County Rent Stabilization and Tenant Protections Ordinance, and/or the statewide Tenant Protection Act of 2019 (Civil Code §§ 1946.2, 1947.12 — AB 1482), those laws govern rent increases and grounds for eviction under the Lease. Guarantor's obligations under this Guaranty apply to the Lease as lawfully modified by any such rent-increase or just-cause protections; this Guaranty does not expand Landlord's rights beyond what those laws permit.

8. REQUIRED DISCLOSURES

Required disclosures and riders (lead-based paint disclosure for pre-1978 buildings, bed bug history disclosure under Civil Code § 1954.603, mold/habitability disclosures, Megan's Law database notice, RSO/RSTPO rider where applicable, and a Spanish-language translation of the Lease and this Guaranty if negotiated primarily in Spanish per Civil Code § 1632) are attached to and incorporated with the Lease.

9. ATTORNEYS' FEES

Any attorneys'-fees provision in the Lease or this Guaranty is reciprocal as a matter of law under Civil Code § 1717: whichever party prevails in an action to enforce the Lease or this Guaranty may recover reasonable attorneys' fees, regardless of how the clause is worded.

10. GOVERNING LAW

This Guaranty is governed by the laws of the State of California. Venue for any dispute shall be the county in which the Premises is located.

11. ENTIRE AGREEMENT

This Guaranty, together with the Lease, is the entire agreement regarding the guaranty of Tenant's obligations and may be modified only by a writing signed by Guarantor and Landlord.

SIGNATURES

GUARANTOR

Signature: _____

Printed Name: [GUARANTOR FULL LEGAL NAME]

Date: [DATE]

LANDLORD (ACCEPTANCE)

Signature: _____

Printed Name: [LANDLORD FULL LEGAL NAME]

Title (if applicable): [TITLE]

Date: [DATE]

ACKNOWLEDGED BY TENANT

Signature: _____

Printed Name: [TENANT FULL LEGAL NAME]

Date: [DATE]

This is a template, not legal advice, and this specific California guaranty document has not yet been reviewed by a licensed California attorney. Do not rely on it, sign it, or send it to a guarantor or tenant until it has been reviewed by a California-licensed attorney familiar with Los Angeles rental law. A guaranty is a serious financial obligation for the guarantor; both landlord and guarantor should have it independently reviewed before signing.