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Lease guarantor agreement (NY)

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NEW YORK 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, NY, 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 law;
- (b) the cost of repairing any physical damage to the Premises beyond ordinary wear and tear;
- (c) any reasonable attorneys' fees and collection costs to the extent recoverable under the Lease and New York law; and
- (d) all other monetary and non-monetary obligations of Tenant under the Lease.

3. CONTINUING GUARANTY; RENEWALS

This is a continuing Guaranty. 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.

4. NATURE OF LIABILITY

Guarantor's liability is primary and direct. Landlord may demand payment or performance from Guarantor without first proceeding against Tenant, exhausting other remedies, or giving Guarantor notice of Tenant's default. Guarantor waives such notice to the extent permitted by law. This Guaranty is not affected by any indulgence, delay, or forbearance granted to Tenant.

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 waives the protections of New York General Obligations Law Section 7-108, including the limit on security deposits to one month's rent.

7. REQUIRED DISCLOSURES

Required disclosures (lead paint, bedbug, window guard, sprinkler, flood, rent-stabilization rider where applicable) are attached to and incorporated with the Lease.

8. GOVERNING LAW

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

9. 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]

Template, not legal advice. A guaranty is a serious financial obligation; both landlord and guarantor should have it reviewed.