

LEASE GUARANTEE

In consideration of letting and leasing certain premises at _____
(address)

_____ premises commonly known as _____
(complex/property)
_____ to _____ (hereinafter "tenant") under a lease dated _____, 20____
(tenant)

and in consideration of One Dollar (\$1.00), consideration duly acknowledged as paid by the landlord herein (hereinafter "landlord") and receipt of which is duly acknowledged by the tenant by the guarantor, the guarantor hereby guarantees to landlord the payment of all of the rent and charges and damages and full and faithful performance of all terms, covenants and conditions in the foregoing lease for the term thereof and any extension or renewal thereof which is to be paid and performed by the tenant. Guarantor will well and truly pay said rent or any arrears that may remain due thereon and also any damages that may arise in consequence of nonperformance of the terms, covenants and conditions of said lease and rental arrangement without requiring any notice of any such default. Guarantor expressly waives notice of default and agrees that the waiver of any rights by landlord as against the tenant arising out of defaults by the tenant or otherwise shall not in any way modify or release the obligations of the guarantor. This is a guarantee for payment and guarantor understands they are agreeing to pay all rent, charges and damages that may accrue in full. Guarantor has reviewed the lease and is aware of the financial obligations contained therein.

The guarantor hereby acknowledges and agrees that they are assisting the tenant in renting property within the City of Buffalo and County of Erie and that the property would not be rented without such guarantee. Guarantor consents to the jurisdiction of the Buffalo City Court to hear and determine any financial claim for unpaid rent, additional rent and damages, costs, disbursements and attorney's fees or any other charges that may accrue under the lease. Guarantor agrees that the Buffalo City Court will be the venue and agrees that Buffalo City Court will be deemed the most convenient and appropriate forum for the case to be heard for any proceeding under this lease and for enforcement of any rights under the lease and/or this Guarantee. Guarantor understands that although they may not reside in the City of Buffalo County of Erie or even New York State, they agree that this Guarantee will be enforced by a lawsuit filed in the Buffalo City Court. In the event a lawsuit is commenced to collect unpaid rent and/or damages from the tenant or student and the guarantor agrees that they will be responsible for all unpaid rent for the term of the lease plus damages and costs and disbursements of any action to collect unpaid amounts. Guarantor will pay to landlord all of landlord's expenses, including, but not limited to attorney's fees incurred in enforcing this guarantee in the event of nonpayment of any obligations under the lease herein.

Nothing contained within this Guarantee shall prevent the landlord from enforcing rights by summary eviction proceeding to recover the premises nor to prevent the landlord from commencing a separate civil action to collect unpaid rent, charges, expenses and attorney's fees in a civil action after the eviction proceeding is completed against the tenant, the guarantor or either or both in its sole discretion.

Guarantor waives notice of acceptance of this Guarantee and further agrees that this Guarantee shall be a continuing guarantee of payment and guarantor's liability hereunder shall in no way be effected or diminished by reason of any assignment of the lease by tenant or by reason or any extension of time that may be granted by landlord to the tenant or if the tenant holds over beyond the term or due to any delay in prosecution by the landlord. If there are two or more persons undersigned, then the liability between and among them shall be individual as well as joint and several.

Guarantor waives any right to require that resort be had to any security or to any other credit in favor of a tenant herein. Guarantor acknowledges he/she/they have received a copy of this Guarantee.

The liability of the guarantor is coextensive with that of the tenant and also joint and several and action may be brought against the guarantor and carried to final judgment either with or without making the tenant a party thereto.

The guarantor agrees that this Guarantee shall be governed by and interpreted under the laws of the State of New York.

Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereinafter be instituted by landlord against guarantor in respect to this Guarantee.

IN WITNESS WHEREOF the guarantor has signed and sealed this instrument as of the ____ day of _____, 20____.

_____, 1st Guarantor

_____, 2nd Guarantor (if applicable)

Address _____

Address _____

Tel. No. _____

Sworn to before me this ____ day
of _____, 2018.

Sworn to before me this ____ day
of _____, 2018.

Notary Public

Notary Public