

Guaranty Agreement

1. This Agreement is entered into on _____, between _____ ("Tenant"), _____ ("Landlord") and _____ ("Guarantor").

2. Tenant has leased from Landlord the premises located at _____ apt # _____ NY, NY 10031 ("Premises"). Landlord and Tenant signed a lease or rental agreement specifying the terms and conditions of this rental on _____. A copy of the lease or rental agreement is attached to this Agreement.

3. Guarantor guarantees to Landlord the full performance of the lease or rental agreement by the Tenant. Guarantor agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease or rental agreement described in Paragraph 2, including but not limited to unpaid rent, property damage and cleaning and repair costs that exceed Tenant's security deposit. Guarantor further agrees to waive all notices about any default by Tenant, including nonpayment of rent. (For example, if Tenant fails to pay the rent on time or damages the premises, Landlord has no duty to warn or notify Guarantor, and may demand that Guarantor pay for these obligations immediately.)

4. This Guaranty shall remain in full force and effect and will not be changed by any extensions or renewals of the lease or rental agreement or by an assignment or sublet of the Premises. Guarantor shall remain liable under the terms of this Agreement for the performance of the Tenant, assignee or sublessee, unless Landlord relieves Guarantor by express written termination of this Agreement.

5. Landlord and Guarantor agree to waive trial by jury in any action or proceeding brought against each other on any matter arising out of the lease, the rental agreement, or this guaranty.

6. If Landlord and Guarantor are involved in any legal proceeding arising out of this Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any costs reasonably necessary to collect a judgment.

7. Guarantor authorizes Credit Bureau and Rooftop Properties to conduct inquiries regarding his/her income, credit, residence, family composition, character and reputation for the purpose of verifying information provided by me on the apartment rental application. Guarantor understands that any misrepresentation by him/her may be cause for rejection by the Landlord.

Date _____ Landlord _____ Tenant _____

Date _____ Guarantor _____ SS # _____ DOB _____

Phone (H) _____ (W) _____ e-mail _____

Guarantor's Address _____

Acknowledgement

_____ State
 _____ SS:
 _____ County

On the _____ day of _____ 20____ before me personally appeared _____ to me personally known and known to me to be the same person described in and who executed the foregoing instrument and s/he acknowledged to me that s/he executed the same in his/her authorized capacity.

Notary Public _____