

# STONESFAIR MANAGEMENT, LLC

## GUARANTY

This Guaranty dated \_\_\_\_\_ is made by \_\_\_\_\_ (“Guarantor”)  
PLEASE PRINT

in favor of Stonesfair Management, LLC (Landlord). Landlord and \_\_\_\_\_ (“Resident”)

have entered into a \_\_\_\_\_ (“Lease”) dated \_\_\_\_\_. Under the Lease, Landlord leased  
LEASE TERM

to Resident property located at \_\_\_\_\_ (“Property”).  
Guarantor has a financial interest in Resident. As a condition to entering into the Lease, Landlord has required that Guarantor execute and deliver to Landlord this Guaranty.

Guarantor Contact Information:

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

As a material inducement to Landlord to enter into the Lease with Resident, Guarantor agrees as follows:

**1. Guaranty.** Guarantor absolutely and unconditionally guarantees to Landlord the timely payment of all amounts that Resident owes under the Lease, or any Lease extensions, renewals, or modifications. Guarantor further guarantees Resident’s full, faithful, and timely performance of the Lease, or any Lease extensions, renewals, or modifications. If Resident fails to pay amounts due (whether rent or other amounts) or fails to otherwise perform any covenant or obligation under the Lease, Guarantor (at Guarantor’s expense) will fully and promptly pay all amounts due and perform all of Resident’s covenants and obligations under the Lease on demand by Landlord. Amounts due may include (but are not limited to) rent, interest, costs advanced by Landlord, damages, cleaning costs, repair costs, or replacement costs for real or personal property, and all expenses including, (but not limited to) court costs and reasonable attorney fees that may arise because of Resident’s default. In addition, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty or in any action or proceeding arising out of, or relating to, this Guaranty.

**2. Term** This guaranty will become active when it is signed and delivered to Landlord. The term of the guaranty will begin at the lease commencement date notwithstanding any termination, renewal, extension or holding over of the Lease, this Guaranty will continue until all of Resident’s obligations have been fully and completely performed. Guarantor waives understands that the provisions of California Civil Code §2815, and understands that Guarantor may not revoke this continuing guaranty until all of Resident’s obligations have been fully and completely performed, and possession of the property has been restored to Landlord.

**3. Resident Definition.** For purposes of this Guaranty, and the obligations and liabilities of Guarantor, the term “Resident “ includes any and all occupants of the Property, whether original Residents, subtenants, assignees, or others directly or indirectly leasing or occupying the Property.

**4. Continuing Guaranty.** This Guaranty will remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Resident, or an assignment by Resident for the benefit of creditors, or any action taken or suffered by Resident under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Lease in any action or otherwise.

**5. Independent Obligations.** The obligations of Guarantor are independent of, and may exceed, the obligations of Resident. Guarantor waives the protections of California Civil Code §2845 and understands that at Landlord’s option, a separate action may be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Resident, or whether or not Resident is joined in any action, and Guarantor may be joined in any action or proceeding initiated by Landlord against Resident arising out of, in connection with, or based upon the Lease.

**6. Guarantor Waivers.** Guarantor waives any right to (a) require Landlord to proceed against Resident, other guarantors, or any other person or entity liable to Landlord or pursue any other remedy in Landlord’s power, (b) complain of delay in the enforcement of Landlord’s rights under the Lease, and (c) require Landlord to proceed against or exhaust any security held from Resident or Guarantor. Guarantor waives any defense arising by reason of any disability or other defense of Resident or by reason of the cessation from any cause of the liability of Resident. Guarantor waives any right of subrogation and all demands upon and notices to Resident and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guaranty of Lease.

**7. Guarantor Subrogation.** Guarantor subrogates all existing or future indebtedness of Resident to Guarantor to the obligations owed to Landlord under the Lease and this Guaranty.

**8. No Reporting Duty.** Guarantor assumes full responsibility for keeping fully informed of the financial condition of Resident

and all other circumstances affecting Resident's ability to perform Resident's obligations under the Lease, and agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Resident's financial condition or any circumstances bearing on Resident's ability to perform such obligations.

**9. Lease Extensions, Amendments, Assignments and Subletting.** Guarantor agrees that the Lease may be extended, renewed, modified, assigned or sublet (by agreement or course of conduct) without consent or notice to Guarantor and this Guaranty will guaranty the performance of the Lease as extended, renewed, modified, assigned or sublet.

**10. Estoppel Certificates and Financial Statements.** If Resident has any obligation to sign and deliver estoppel certificates and financial statements, Guarantor will have the same obligation to provide estoppel certificates signed by Guarantor and to provide Guarantor's financial statements.

**11. Joint and Several Obligations.** If this Guaranty of Lease is signed, or if the obligations of Resident are otherwise guaranteed, by more than one party, their obligations will be joint and several, and the release or limitation of liability of any one or more of the guarantors will not release or limit the liability of any other guarantors.

**12. Successors and Assigns.** This Guaranty will be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and will inure to the benefit of Landlord and Landlord 's successors and assigns. Landlord may, without notice to or consent of Guarantor, assign this Guaranty of Lease, the Lease, or the rents and other sums payable under the Lease, in whole or in part.

**13. Governing Law.** This Guaranty of Lease will be deemed to be made under and will be governed by California law in all respects, including matters of construction, validity, and performance. This Guaranty may not be waived, altered, modified, or amended except in a writing signed by an authorized officer of Landlord and by Guarantor. Any action arising out of this Guaranty may be brought in the county where the property is located.

**14. Severance.** If any provision of this Guaranty is invalid under the laws of any jurisdiction, this Guaranty will be construed as if it did not contain that provision.

**15. Counterparts and Fax Signatures.** This Guaranty may be executed in counterpart, each which will be a valid and binding original, but all together will constitute one and the same instrument. Landlord may rely on a faxed copy of this guaranty as if it was the original.

Guarantor Signature: \_\_\_\_\_ \*

Witnessed by Leasing Staff:

\*If no leasing staff is available signature must be notarized.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

GUARANTOR ID \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of California,  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/they signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)