



ATLANTA COMMERCIAL BOARD OF REALTORS[®], INC.

Lease Guaranty



THIS GUARANTY AGREEMENT is made in reference to the Lease dated _____ (the "Lease") by and between _____ ("Landlord") and _____ ("Tenant"), demising certain space located at _____, _____ County, State of Georgia, all as more particularly described in the Lease.

1. In consideration of, and as an inducement to the execution of the Lease by Landlord, the undersigned (hereinafter referred to as "Guarantor"), intending to be legally bound, hereby unconditionally guarantees, jointly and severally, the prompt and faithful performance by Tenant of the Lease and all the terms, covenants and conditions thereof including, but not limited to, the payment by Tenant of the rental and all other sums to become due thereunder.
2. Guarantor agrees that (1) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the Lease; (2) upon each and every default by Tenant, without any notice to or demand upon Guarantor and without Landlord's first or contemporaneously suing or seeking any other remedy arising and accruing in favor of Landlord, either pursuant to the provisions of the Lease or otherwise, Guarantor will pay to Landlord all rentals and other sums due and payable under the Lease and will comply with and perform all terms, covenants and conditions of the Lease which shall be binding upon said Tenant as provided in the Lease; (3) no extension, forbearance, or leniency extended by Landlord to Tenant shall discharge Guarantor, and Guarantor agrees at all times it will be liable notwithstanding same and notwithstanding the fact that Guarantor has had no notice of any default or of any said forbearance or extension; (4) Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease, and Guarantor shall not be released thereby, it being intended that Guarantor shall continue as Guarantor with respect to the Lease as so modified, extended, amended or otherwise affected; (5) neither Guarantor's obligations to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute, or from the decision of any court, and (6) this Guaranty shall be enforceable by Landlord in an action against Guarantor without the necessity of any suit, action or proceeding by Landlord of any kind or nature whatsoever against Tenant, without the necessity of any notice to Guarantor of Tenant's default or breach under the Lease, and without the necessity of any other notice or demand to Guarantor to which Guarantor might otherwise be entitled, all of which notice Guarantor hereby expressly waives.
3. Guarantor further agrees to be bound by each and every covenant, obligation, power and authorization, without limitation, in the Lease, with the same force and effect as if Guarantor were designated in and had executed the Lease as Tenant thereunder.
4. In the event that other agreements similar to this Guaranty are executed from time to time by other entities or persons with respect to the Lease, the Agreement shall be cumulative of any such other agreements to the effect that the liabilities and obligations of Guarantor hereunder shall be joint and several with those of each other guarantor, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason or any such other agreement.
5. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein is intended to be the exclusion of or a waiver of any other.
6. Guarantor hereby waives (A) notice of acceptance of this Guaranty (B) demand of payment, presentation and protest, (C) all right to assert or plead any statute of limitations as to or relating to this Guaranty and the Lease, (D)

any right to require the Landlord to proceed against the Tenant or any other Guarantor or any other person or entity liable to Landlord, including without limitation the provisions of Official Code of Georgia Annotated Section 10-7-24 (Michie 1982, as amended), (E) any right to require Landlord to apply to any default, any security deposit or other security it may hold under the Lease, (F) any right to require Landlord to proceed under any other remedy Landlord may have before proceeding against Guarantor, (G) any right of subrogation, (H) any right to legal or equitable discharge of this Guaranty, including, without limitation, a discharge based on an increase in risk to the Guarantor, and (I) trial by jury.

- 7. Landlord may, without notice, assign this Guaranty in whole or in part, or may assign all of its interests in and to the Lease, and, in such event, each and every successive assignee of the Lease or of the Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate Guarantor's obligations under this Guaranty nor shall any assignment of the Lease by Tenant release Guarantor of its obligations hereunder.
- 8. This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. As part of the consideration for Landlord's entering into the Lease which this Guaranty is a part, the Guarantor hereby agrees that all actions or proceedings arising directly or indirectly hereunder may, at the option of Landlord, be litigated in courts having situs with the State of Georgia, and the Guarantor hereby expressly consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon the Guarantor wherever the Guarantor may then be located, or by certified or registered mail directed to such Guarantor at the address indicated below. Time is of the essence of this Guaranty. This Guaranty contains the entire agreement between Guarantor and Landlord relating to the guarantying of the Lease by Guarantor and supersedes entirely any and all prior written or oral agreements with respect thereto; and Guarantor and Landlord acknowledge that there are no contemporaneous oral agreements with respect to the subject matter hereof. Notices under or pursuant to this Guaranty shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g. Federal Express or similar carrier), to the Guarantor at the address specified herein or to their last address specified by at least fifteen (15) days' prior written notice to the Landlord to the notice address set forth in the Lease. Notices shall be deemed effective on the date of delivery, refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service.
- 9. Notwithstanding anything to the contrary herein, Guarantor's liability hereunder shall be limited to: _____

ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. This "Disclaimer; Waiver and Release of Claims" provision, without any changes, modifications, deletions or revisions, must be included in all ACBR Form documents that include any reference to ACBR. The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR's members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (F) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

IN WITNESS WHEREOF, each Guarantor hereto, intending to be legally bound, has caused this Guaranty to be executed under seal, the day and year set forth below

GUARANTOR:

By: _____ (Seal)

Name: _____

Title: _____

Address: _____

Phone: _____

SSN or FEIN: _____

Date: _____

GUARANTOR:

By: _____ (Seal)

Name: _____

Title: _____

Address: _____

Phone: _____

SSN or FEIN: _____

Date: _____