



VIRGINIA REALTORS®
GUARANTY OF LEASE AGREEMENT



(This is a legally binding contract. If not understood, seek competent advice before signing.)

This Guaranty of Lease Agreement ("Guaranty") is made as of _____, by _____, whose address is _____ ("Guarantor"), on behalf of _____ ("Tenant") in favor of _____ ("Landlord"), whose address is _____.

- 1. The "Lease" shall mean the Lease Agreement dated _____, by and between Landlord and Tenant(s) for the property located at _____ and all extensions, renewals, amendments, supplements or modifications thereto.
2. Guarantor is hereby made party to the Lease for the express purpose of co-signing and guaranteeing the obligations of Tenant under the Lease.
3. In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, Guarantor, by the execution of the Guaranty, does hereby jointly, severally, unconditionally and irrevocably guarantee the prompt and timely payment by Tenant of all rental payments and all other sums due and payable by Tenant to Landlord, under the Lease, and the full and faithful performance by Tenant of each and every one of the terms and conditions of the Lease.
4. It is expressly agreed and understood that the terms of the Lease may be altered, affected, modified or changed by agreement(s) between Landlord and Tenant, or by course of conduct, and the Lease may be subleased in accordance therewith, without the consent or notice to Guarantor; and that this Guaranty shall thereupon and there after guarantee the performance of the Lease as so modified, changed, altered, or subleased.
5. The Guaranty shall not be released, modified or affected by failure or delay on the part of the Landlord and/or the Managing Agent to enforce any of the rights or remedies of the Landlord under the Lease, whether pursuant to the terms and conditions thereof, or at law or in equity.
6. No notice, written or otherwise, need be given to Guarantor, it being specifically agreed and understood that the guarantee of the Guarantor is a continuing guarantee under which the Landlord may proceed forthwith and immediately against Tenant or against Guarantor, without proceeding against the Tenant first, following any breach, material non-compliance under law, or default by Tenant; or for the enforcement of any rights or remedies which the Landlord may have against Tenant, pursuant to, or under the terms and conditions of the Lease, the Virginia Residential Landlord and Tenant Act, or otherwise at law or in equity.
7. Service of process on any civil action brought by the Landlord against the Guarantor, either by way of warrant in debt, unlawful detainer, or otherwise shall be made at the following address: _____ and if service of process cannot be so obtained, the Landlord shall have same issued to be served at the dwelling unit address of Tenant.
8. Guarantor has provided certain information to Landlord and/or Managing Agent by filling out a Rental Application. Guarantor agrees and understands that the Lease and the Guaranty has been entered into on the part of Landlord and/or the Managing Agent based upon representations contained in Guarantor's Rental Application. If any of the representations are found to be misleading, incorrect or untrue, Landlord and/or Managing Agent may immediately terminate the Lease, in its entirety, and notify Tenant to vacate the premises.

9. The term "Lease" includes the Lease Agreement and all addenda attached thereto, including but not limited to the Rules and Regulations, including all extensions, renewals, amendments, supplements or modifications thereto. Guarantor, by the execution of the Guaranty, does hereby acknowledge receipt of a complete copy of the Lease Agreement, of which this Guaranty is a part.
10. In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or proceeding, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be interpreted under and enforced according to the laws of the Commonwealth of Virginia.
11. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease Agreement.
12. **ELECTRONIC SIGNATURES.** _____ / _____ **If this Section is initialed by the Guarantor, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the Guarantor does hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Guaranty and any addenda or amendments.**
13. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and other, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Guarantor is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Guarantor should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

Guarantor:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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