



# Guaranty of Payment of Rent Under Lease

1704 W. Call Street #800 • Tallahassee, FL 32304 • (850) 222-6819 • Fax: (850) 222-3197

GUARANTY made the date set forth below by the undersigned who reside at the address indicated below, hereinafter referred as Guarantor to WHITEHALL ON WEST CALL, LLC, at 1704 W. Call Street, Tallahassee, Florida, hereinafter referred to as Landlord.

### RECITALS

A. Landlord has leased the premises described as apartment # \_\_\_\_\_ in the Whitehall Apartments at 1704 W. Call Street, Tallahassee, Florida, to the following person or persons:

\_\_\_\_\_  
(Name of Tenant)

B. The lease is conditioned on Guarantor's giving security for payment of rent under the lease in the form of this personal guaranty.

In consideration of Landlord's entering into the lease, Guarantor agrees as follows:

### SECTION I Statement of Guaranty

Guarantor guarantees payment of rent and all other obligations of the tenants, including attorney's fees, under the lease and any renewal or extension of the lease pursuant to the terms of the lease. All payments shall be made to Landlord in Tallahassee, Florida. If Tenants default in the payment of any installment of rent, Guarantor shall pay the amount of such installment or the accelerated balance at the option of Landlord, within 10 day's after notice of default and demand for payment, mailed to Guarantor's address set forth below. Guarantor's liability under this guaranty shall not be affected by reason of any extension of time for payment of any installment granted by Landlord to Tenant or by reason of any consent to sublease given by Landlord at Tenant's request.

### SECTION II Duration

This guaranty shall not be revoked during the initial term of the lease. Thereafter, if the lease is renewed on the same terms this guaranty shall remain in force until receipt by Landlord of written notice of revocation from Guarantor.

### SECTION III Attorney Fees, Costs, and Interest

Guarantor agrees to pay Landlord's actual attorney's fees and expenses in the enforcement of the lease and this guaranty prior to or subsequent to judgment and in any and all trial and appellate tribunals, whether suit be brought or not, if, after default, counsel shall be employed by Landlord. All amounts due hereunder shall bear interest at the highest rate allowed by law from the date of default until paid.

### SECTION IV Waiver of Notice of Acceptance

Notice of acceptance of this guaranty is expressly waived. When used herein, the singular pronoun or verb shall include the plural.

### SECTION V Venue

All actions to enforce this agreement or to construe its provisions shall be brought in the appropriate court in Leon County, Florida, and in no other venue unless otherwise prohibited by law.

### GUARANTOR'S SIGNATURE IS TO BE NOTARIZED

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Guarantor's Signature

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

\_\_\_\_\_  
Guarantor Print Name

\*\*\*\*\*

### NOTARY INFORMATION

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
by \_\_\_\_\_, who is  
\_\_\_\_\_ personally known to me OR  
\_\_\_\_\_ who has produced \_\_\_\_\_; \_\_\_\_\_, as identification.  
Type of ID Identification Number

Notary Public \_\_\_\_\_  
\_\_\_\_\_