

## GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the undersigned [INSERT NAME OF GUARANTOR] ("Guarantor") to and for the benefit of [INSERT NAME OF LANDLORD] ("Landlord").

### RECITALS:

- A. Landlord, as landlord, and [INSERT NAME OF TENANT] ("Tenant"), as tenant, have entered into, or are about to enter into, a certain lease dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ pursuant to which Tenant leases or will lease from Landlord certain premises located at \_\_\_\_\_ [insert address], [name of city], Nevada, all as more particularly described in the said lease (said lease, as heretofore or hereafter supplemented, amended, restated, renewed, extended, replaced or modified, is hereinafter referred to as the "Lease"). All capitalized terms which are not expressly defined in this Guaranty shall have the same meanings herein as are ascribed to such terms in the Lease.
- B. As a condition to its execution and performance of the Lease, Landlord requires that Guarantor execute and deliver this Guaranty of all obligations of Tenant arising and all sums due by Tenant under the Lease. The execution and delivery of this Guaranty by Guarantor is a material inducement to Landlord for the execution and performance of the Lease.
- C. Guarantor is a \_\_\_\_\_ [*describe the relationship between Guarantor and Tenant*] of Tenant and, having a financial interest in Tenant, will be benefited by the Lease. Accordingly, Guarantor has agreed to execute, deliver and perform this Guaranty.
1. **GUARANTY.** In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, Guarantor hereby irrevocably, unconditionally, and (if more than one Guarantor) jointly and severally guarantees the full, timely and complete:
- (a) payment of all rent and other sums payable by Tenant to Landlord under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and
  - (b) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct.

The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Tenant.

2. **LANDLORD'S RIGHTS.** Landlord may perform any of the following acts at any time during the Lease Term, without notice to or consent of Guarantor and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty:
- (a) alter, modify or amend the Lease by agreement or course of conduct,
  - (b) grant extensions or renewals or the Lease,
  - (c) assign or otherwise transfer its interests in the Lease, the premises, or this Guaranty,
  - (d) consent to any transfer or assignment of Tenant's or any future tenant's interest under the Lease,
  - (e) release one or more Guarantors, or amend or modify this Guaranty with respect to any Guarantor, without releasing or discharging any other Guarantor from any of such Guarantor's obligations or liabilities under this Guaranty,