



Est. 1981

## GUARANTY

**FOR VALUE RECEIVED** and in consideration for and as inducement to the Lessor's entering into a Lease Agreement dated \_\_\_\_\_ for property at \_\_\_\_\_ (the "Lease")

by and between \_\_\_\_\_ (the "Lessor") and \_\_\_\_\_ (the "Lessee"), the undersigned does hereby, on behalf of themselves, its successors and assigns, as the case may be, covenants and agrees with Lessor, its successors and assigns as follows:

- (a) that the undersigned unconditionally guarantees to Lessor the prompt and punctual payment of any and all sums that may be, or become due, to Lessor from time to time under the Lease as long as the occupancy under the Lease and any continued occupancy shall occur and will well and truly perform all of the covenants to the Lease to be performed by Lessee thereunder, and, in addition, will pay all damages that may arise in consequence of a default by Lessee under the Lease and all attorney's fees and other costs that may be incurred by Lessor in enforcing Lessee's covenants and agreements of the undersigned herein; all with out requiring notice from Lessor of any such default with such notice the undersigned hereby expressly waives;
- (b) that at the option of the Lessor the undersigned may be joined in any action or proceeding commenced by Lessor against Lessee in connection with or based upon the Lease or any provision thereof and that recovery may be had against the undersigned in any such action or proceeding or in any independently action or proceeding against the undersigned with any requirement that Lessor or its respective successors or assigns first assert, prosecute or exhaust any remedy or claims against Lessee its successors or assigns, all to the effect that the liability of the undersigned hereunder shall be deemed primary;
- (c) that this Guaranty shall be absolute, present and unconditional, and shall remain in full force and effect and extend to any indulgence, modification, continued occupancy or amendment of the Lease and as to any transfer of Lessee's interest under the Lease whether or not the undersigned shall have had notice thereof;
- (d) the validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, limited, diminished, affected or impaired by reason of any action which Lessor might take or be forced to take against Lessee or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Lessor in the Lease or otherwise;
- (e) that the obligations of the undersigned, if more than one party, shall be joint and several and shall be fully valid and binding as against each signatory hereto individually whether or not any other party or parties hereto have executes this Guaranty;

\_\_\_\_\_/\_\_\_\_\_  
Initial(s)

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- (f) that the undersigned hereby waives notice of any and all defaults under this Lease;

- (g) that in any action or proceeding brought under virtue of this Guaranty, each of the undersigned shall and does hereby waive trial by jury;
- (h) that in any action or proceeding brought under virtue of this Guaranty shall be had in the Courts of the District of Columbia (except execution upon any money judgments);
- (i) that, for the limited purpose of any action brought under or by virtue of this Guaranty, each of the undersigned hereby designates Lessee as agent for personal service.

The use of the singular herein shall include the plural. Each term used in this Guaranty unless otherwise defined herein shall have the same definition as when used in the Lease. This Guaranty shall be governed by and construed in accordance with the laws of the District of Columbia.

**IN WITNESS WHEREOF** the undersigned has caused this Guaranty to be executed as of even date with the Lease.

Guarantor, Printed Name	Signature	Date
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Guarantor, Printed Name	Signature	Date
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Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (seal)

My commission expires: \_\_\_\_\_