

GUARANTOR FORM AS ATTACHMENT TO THE LEASE

I, **Brian Turner (Guarantor)** ("Guarantor") residing at **2787 Beach Drive, Merrick, NY 11566 - US** understand that you **Heights 170, LLC** ("Owner") have leased a residential dwelling, apartment **31** at **555 W. 170TH STREET, New York, NY 10032** to **Noah Turner** ("Tenant") pursuant to a lease (the "Lease") dated **July 1, 2024** subject to and conditioned on my signing this guaranty.

I, the Guarantor of the Lease, hereby agree to the following:

- 1. Guarantee of performance.** In consideration of Owner's agreement to enter into the Lease, and for other good valuable consideration, the receipt and sufficiency of which Guarantor acknowledges, Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without being limited to, the payment of rent, when due, under the Lease.
- 2. Lease Modification, Renewal, or Extension.** If the Lease is modified, renewed, or extended, or if the Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply to the full and faithful performance of all of the covenants, terms and conditions of any such modification, renewal, or extension of the Lease for an aggregate period not to exceed 25 years.
- 3. Tenant's Sublet or Assignment.** This Guaranty shall remain and continue in full force and effect if Tenant sublets or assigns the Lease, whether or not either Guarantor or Owner receives notice of, or has consented to, such sublet or assignment.
- 4. Binding on Successors and Assigns.** This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representative of Guarantor and shall inure to the benefit of the successors, assigns and legal representatives of Owner.
- 5. Joint and Several Liability.** The liability of Guarantor is joint and several with that of Tenant and action may be brought against Guarantor and carried to final judgement either with or without making Tenant a party thereto. Guarantor further agrees that in any action or proceeding brought by Owner against Tenant, Guarantor does not have to be joined as a party thereto.
- 6. No Demand Needed.** Without first making demand against, bringing any action or proceeding against, or joining Tenant as a party-defendant, Owner may proceed against Guarantor.
- 7. Waiver of Rights to Default Notice.** Guarantor does not require, and expressly waive the rights to receive, any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease.
- 8. Tenant's Bankruptcy.** Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or Tenant's estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy code of the United States or from the decision of any court interpreting the same.
- 9. Service of Process.** Guarantor irrevocably appoints Tenant as its agent for the service of process related to this Guaranty.
- 10. Venue and Interpretation of Guaranty.** Venue for any action or proceeding arising out of this Guaranty shall be in Queens County in the State of New York. The Guaranty shall be governed by any interpreted under the laws of, and enforced in the courts of, the State of New York.
- 11. Waiver of Jury Trial.** Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against Guarantor in respect of this Guaranty.
- 12. Owner's Legal Expenses.** Guarantor will pay the Owner all of the Owner's expenses, including, but not limited to, attorney's fees that Owner incurs in enforcing this Guaranty.

Guarantor Form 

Initials: 

555 WEST 170TH STREET

13. **No Waiver by Owner.** Owner's failure or delay in exercising any rights under the Lease or Guaranty or in sending any notices, demands, or requests, or in requiring strict performance or observance of any term or covenant of the Lease, shall in no way waive of Owner's rights created by the Guaranty.



Signed by Noah Turner

Tue Jun 18 2024 10:01:06 PM EDT

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Noah Turner (Tenant)

Date



Signed by Brian Turner

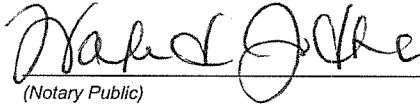
Wed Jun 19 2024 07:36:24 AM EDT

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Brian Turner (Guarantor)

Date

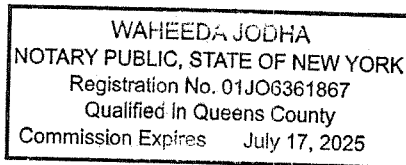
SSN: **104-50-******



6/19/2024

(Notary Public)

Date



Guarantor Form _____