

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

Fax:(843)577-7460  
BENNETT HOLDINGS, LLC  
(LEASE GUARANTY AGREEMENT)

This GUARANTY AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (Guarantor(s)), residing at \_\_\_\_\_ hereinafter, referred to as Guarantor(s), and Names mentioned above, a limited liability company, hereinafter referred to as "Landlord";

WITNESSETH:

WHEREAS, concurrently herewith, Landlord has entered into that certain Lease Agreement (the "Lease") with \_\_\_\_\_, hereinafter referred to as Tenant, pursuant to which Tenant has leased for a term commencing \_\_\_\_\_ and expiring \_\_\_\_\_ certain Premises at \_\_\_\_\_ Charleston, County of Charleston, South Carolina, more particularly described in the lease as follows:

WHEREAS, Landlord is willing to enter into the Lease on condition that Guarantor(s) execute and deliver this Guaranty Agreement;

Now, therefore, in consideration of the premises and the sum of one dollar to him in hand paid, Guarantor(s) does hereby guarantee the performance of all the terms and conditions of the Lease by Tenant, as fully and to the same effect and with the same legal consequences as if the Guarantor(s) were individually the Tenant in the Lease.

Guarantor(s) is the debtor of the Landlord for all indebtedness, obligations and liabilities for which the guaranty is made.

Guarantor(s) hereby expressly waives presentment, demand, protest and notice of dishonor as to the said lease and this guaranty agreement.

The obligation and liability on the part of the Guarantor shall be a primary and not a secondary obligation and liability, payable immediately upon demand, without recourse first having been had by Landlord against Tenant, or any other person, firm, or corporation.

Guarantor(s) acknowledges and represents that it has relied upon its own due diligence in making its own independent appraisal of the affairs and financial condition of the Tenant.

The sum total of rent at any one time outstanding for which the undersigned shall be liable as herein set forth shall not exceed the sum of \$ \_\_\_\_\_ rent per month times 12 months = \_\_\_\_\_. (Ex: \$500.00 monthly rent times 12 months = \$6000.00 total liability.) The limitation of liability shall apply only to the rental payments and not to any other damages, charges, costs or other financial obligations, penalties or fines as may arise under the lease agreement.

In WITNESS WHEREOF, the undersigned have executed this guaranty under seal as of the day and year first above written. **This MUST be notarized!**

\_\_\_\_\_  
Parent Signature

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

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Commission Expires