Lease Guaranty (Co-Signer Agreement)

A fillable guaranty that puts a third party's finances behind a tenant, with the scope, renewal, and credit-consent choices built in

Use this guaranty when an applicant needs a financial backer: a student, a first salary, a thin credit file. The guarantor signs this document, not the lease, gains no tenancy rights, and owes what the clauses below say. Two choices deserve deliberate answers before signing: the scope (all lease obligations or rent only, capped or not) and the duration (initial term only, or continuing through renewals until revoked). Collect the signature at lease signing, never by phone, since every state's statute of frauds voids an unwritten promise to answer for another's debt. Full walkthrough and official sources: clearlegaltips.com/lease-co-signer-agreement/

LEASE GUARANTY (CO-SIGNER AGREEMENT)

1. Parties and the Lease

Date of this Guaranty: ____

Guarantor full legal name: ____

Guarantor address, phone, and email: ____

Landlord name: ____

Tenant name(s): ____

Lease date and property address (including unit): ____

2. The Guarantee

Guarantor unconditionally guarantees the full and timely performance of Tenant's financial obligations under the Lease, including rent, damage beyond ordinary wear, and other charges the Lease imposes. Guarantor's liability is joint and several with Tenant's: Landlord may demand payment from Guarantor upon default without first exhausting remedies against Tenant.

3. Scope and Limit

Scope (all financial obligations under the Lease / rent only): ____

Liability cap (unlimited within the Lease's terms, or $ maximum): ____

This Guaranty does not make Guarantor a tenant and grants no right to occupy the premises.

4. Duration and Renewals

Duration (initial term only / continuing guaranty through renewals, extensions, and holdover): ____

If continuing: revocation notice period for future renewals (30 / 60 days before renewal): ____

Revocation affects only future periods; obligations already accrued survive it. If the guarantee is for the initial term only, the renewal date is the landlord's deadline to collect a fresh signature.

5. Notice of Default

Landlord will send Guarantor written notice of a material tenant default at or about the time Landlord notifies Tenant, preserving Guarantor's chance to cure before amounts compound.

6. Changes to the Lease

Modification rule (material changes bind Guarantor only with written consent / Guarantor consents in advance to modifications): ____

7. Credit Authorization

Guarantor authorizes Landlord, by these written instructions, to obtain Guarantor's consumer credit report and verify income and employment for the purpose of evaluating this Guaranty.

8. Governing Law and Signatures

State whose laws govern this Guaranty: ____

Guarantor signature and date: ____

Guarantor printed name: ____

Landlord signature and date: ____

THE WRITING RULE (STATUTE OF FRAUDS, VERIFIED JULY 2026)

State	Rule	Statute
California	A special promise to answer for the debt, default, or miscarriage of another is invalid unless written and signed	Civ. Code 1624(a)(2)
Texas	A promise to answer for another's debt or default is unenforceable unless in writing and signed by the person charged	Bus. & Com. Code 26.01
New York	A special promise to answer for the debt, default or miscarriage of another person must be in writing	Gen. Oblig. Law 5-701(a)(2)

INSTRUCTIONS FOR USE

This form is general information, not legal advice. A lease guaranty is enforceable only in writing: every state's statute of frauds, three examples verified above, voids a spoken promise to answer for another person's debt. The scope clause and the duration clause carry the real weight, so choose them deliberately: an initial-term guaranty expires at renewal, while a continuing guaranty (the California Civil Code 2814 term) rolls forward until the guarantor revokes future periods under principles like Civil Code 2815, with accrued obligations surviving. Screen the guarantor the way you screen a tenant, using the credit authorization in section 7 as your FCRA written instructions under 15 U.S.C. 1681b(a)(2). An electronically signed guaranty is valid under the federal E-SIGN Act. Full guide and sources: clearlegaltips.com/lease-co-signer-agreement/