

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY FRASCONA, JOINER, GOODMAN AND GREENSTEIN, P.C. FOR THE EMPORIA COMPANY, LLC.



The Emporia Company, LLC GUARANTOR ADDENDUM

This Addendum is attached to and made part of the Lease Contract dated _____ (Lease) and any subsequent Lease Amendments/Extensions between _____ (“Tenant[s]”) and _____ (“Landlord”), relating to the Leased Premises having an address of _____.

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Broker, to enter into a Lease with Tenant, the undersigned _____ (hereinafter “Guarantor”) each a guarantor in their individual capacity, unconditionally guarantees to Broker and Owner, on a joint and several basis, the full and timely payment in full of all sums due under the Lease and complete performance and observance of all of the covenants, conditions, and agreements therein provided to be performed and observed by Tenant.

Guarantor further covenants and agrees that this Guaranty shall be and remain in full force and effect as to any modification, whether or not known to or approved by Guarantor and that no subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of Guarantor hereunder, so long as Tenant named below remains a party to the Lease. Guarantor waives each and every notice to which Guarantor might otherwise be made in any of the terms and conditions of said Lease by the parties thereto or by their successors or assigns. No such change, modification, extension or forbearance shall release the undersigned from any liability or obligation hereby incurred or assumed, and the undersigned expressly waives any notice of default in or under any of the terms of said Lease. In the event of any termination of the Lease by Broker on account of default by Tenant, Guarantor’s liability hereunder shall not be terminated, but Guarantor shall be and remain liable for all damages, costs, expenses and other claims which may arise under the Lease. If Guarantor shall directly or indirectly, advance any sums to Tenant, such sums and indebtedness shall be subordinate in all respects to the amount then and thereafter due and owing by Tenant under the Lease.

Wherever reference is made to the liability of Tenant in the Lease, such reference shall be deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary. In any right of action which shall accrue to Broker under the Lease, Broker may, at Broker’s option, proceed against Guarantor and/or Tenant, jointly and severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, or having obtained any judgment against Tenant. Guarantor hereby waives any obligation on the part of Broker to enforce the terms of the Lease against Tenant as condition to Broker’s right to proceed against Guarantor hereunder. Guarantor hereby expressly (i) waives presentment and notice of acceptance of this Guaranty or the Lease and (ii) waives demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease. If this Guaranty is enforced by Broker, Guarantor agrees that Guarantor shall be liable to Broker for all costs of suit including but not limited to collections costs and reasonable attorneys’ fees in the event that Broker prevails.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of Broker, and shall be binding upon the heirs, executors, administrators, successors, and assigns of Guarantor.

In the event more than one person or entity executes this Guaranty, the liability of such signatories hereunder shall be joint and several and all references to “Guarantor” shall be deemed to refer to each and every such signatory. Furthermore, and notwithstanding any provision to the contrary set forth in the Lease or in this Guaranty, release by Broker of any Guarantor will not affect or reduce the obligations of any other Guarantor, who shall remain liable for all obligations of Tenant guaranteed hereunder notwithstanding such release and as if such release had not occurred, and each Guarantor specifically waives any right to a reduction in liability that might otherwise be available by reason of such release under the provisions of C.R.S. Sections 13-50-101, et. Seq.

This Guaranty shall be governed by the laws of the State of Colorado, and shall be performed in all aspects in the Denver County, of Colorado.

Guarantor Signature _____ **Date** _____

Guarantor: _____
Address: _____
Phone: _____
Email: _____

Landlord/Broker Signature _____ **Date** _____

Guarantor For (Name & Address): _____

