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How to Complete a Personal Guarantee

Guaranteeing a Loan, Lease, or Business Obligation

INSTRUCTIONS — KEEP FOR YOUR RECORDS. DO NOT ATTACH THIS PAGE TO YOUR PERSONAL GUARANTEE.

About this form. A **personal guarantee** is a promise to pay someone else's debt if they do not. Landlords, lenders, and suppliers often ask a business owner, parent, or co-signer to guarantee a loan, lease, or credit account. Guaranteeing a debt puts **your own money and property** at risk, so understand it fully before you sign.

1. **Identify the creditor, debtor, and agreement**
   Name the lender or landlord, the person or company whose debt you are guaranteeing, and the agreement and its date.
2. **Choose full or limited**
   A full guarantee covers everything owed. A limited guarantee caps your liability at a dollar amount — ask for this if you can.
3. **Consider an end date**
   You may mark a date when the guarantee ends. Without one, it lasts until the debt is paid in full.
4. **Read the waivers carefully**
   You give up defenses a guarantor would normally have, and the creditor can come to you first. That is standard, but serious.
5. **Sign in front of a notary**
   Do **not** sign ahead of time. Bring a current government-issued photo ID. We come to your home or office.
6. **Keep a copy**
   Keep a signed copy and a copy of the agreement you are guaranteeing, and track when the debt is paid off.

Good to Know

- If you are married, your guarantee may affect community property. Ask an attorney how it applies to you.
- Lenders and landlords often require their own guarantee form. Read theirs carefully before signing.
- Guaranteeing a large or long-term debt? Have an attorney review the terms first.

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SCAN TO BOOK

Questions about this document? Talk to an attorney. Gavrilov & Brooks Law Firm has attorneys licensed in California, Nevada, and other states. Phone and video consultations are available. **(916) 504-0529** · **www.gavrilovlaw.com**

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YOUR FORM BEGINS ON THE NEXT PAGE

PERSONAL GUARANTEE

Guarantee of Another Person's or Company's Obligation

1. Parties. For value received, and to induce

_____

(name of CREDITOR — lender, landlord, or seller)

to extend credit or enter into an agreement with

_____

(name of DEBTOR — the borrower, tenant, or company)

the undersigned

_____ _____

(name(s) of GUARANTOR(S)) (guarantor's address)

2. Guaranteed obligation. Guarantor unconditionally guarantees the full and prompt payment and performance of the Debtor's obligations to Creditor under the following agreement, including any extensions or renewals:

_____ _____

(type of agreement, e.g., promissory note, lease, credit application) (date of agreement)

3. Amount (mark one):

☐ **Full guarantee:** all amounts the Debtor owes under the agreement, including principal, interest, fees, and costs of collection.

☐ **Limited guarantee:** Guarantor's total liability will not exceed $_____, plus costs of collecting from Guarantor.

4. Nature of guarantee. This is a guarantee of payment, not merely of collection. Creditor may proceed against Guarantor without first proceeding against the Debtor or any collateral. If more than one Guarantor signs, each is jointly and severally liable. This guarantee continues until the guaranteed obligation is paid in full ☐ or until _____ (date), whichever is earlier.

5. Waivers. To the extent permitted by California Civil Code Section 2856, Guarantor waives the rights and defenses of a guarantor described in California Civil Code Sections 2787 to 2855, inclusive, including notice of default, presentment, demand, and any requirement that Creditor first pursue the Debtor.

6. General. Guarantor has read this guarantee, understands that Guarantor may have to pay the Debtor's debt, had the opportunity to consult an attorney, and signs voluntarily. In any action to enforce this guarantee, the prevailing party is entitled to reasonable attorney's fees. This guarantee is governed by California law and binds Guarantor's heirs and representatives.

Guarantor

_____

(signature)

_____ _____

(printed name) (date)

Co-Guarantor (if any)

_____

(signature)

_____ _____

(printed name) (date)

Sign in front of the notary public, who will complete the acknowledgment on the next page.

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CERTIFICATE OF ACKNOWLEDGMENT

Notary acknowledgment of the guarantor signature(s) on this Personal Guarantee.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____

(here insert name and title of the officer)

personally appeared _____

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____