

JUSTIN S. DANIELS

PRACTICAL LEGAL TIPS



LEASE GUARANTY

Clients and Colleagues:

I recently negotiated a commercial lease and encountered a situation you want to avoid. When you negotiate to have a personal guaranty of a lease terminated prior to the end of the lease term, you should make sure that such termination language is also included in the guaranty itself. If you do not do this, you may later confront a landlord who tells you that your guaranty is a separate and distinct obligation apart from the lease itself. In order to avoid this situation, make sure any lease language providing for the termination of the guaranty is also contained in the guaranty itself.

As always, your trusted legal resource for practical advice.

For more information about me, click below.

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