



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
ADDENDUM NO. _____
PERSONAL GUARANTY AGREEMENT — ADDENDUM**

This Guaranty applies to that certain Lease/Rental Agreement dated _____, _____ between the parties _____ ("Tenant") and _____ ("Landlord") for the following Property:

Address (Street, City, State, Zip Code) _____

Legal Description _____ or see metes & bounds description attached as Exhibit _____, _____ County, New Mexico.

In consideration of the making of the attached Lease/Rental Agreement by the Landlord with the Tenant at the request of the undersigned (each, a "Guarantor", and collectively "Guarantor"), from which each Guarantor will benefit, the Guarantor (jointly and severally if more than one) guarantees payment of all financial obligations of the Tenant arising out of the Lease/Rental Agreement and performance of all other provisions of the Lease/Rental Agreement by Tenant, including obligations which arise out of renewals, extensions, modifications or addendums to the Lease/Rental Agreement (collectively, "Guaranteed Obligations"). This Guaranty is an absolute, irrevocable and unconditional guaranty of payment and/or performance to Landlord on demand in the event of nonpayment or nonperformance by Tenant. Guarantor agrees:

Landlord is not required to sue or exhaust its remedies against Tenant or others before enforcing this Guaranty. Demand may be made or suit may be brought against any one or more Guarantor without impairing the rights of Landlord against another Guarantor. Landlord's rights under this Guaranty will not be released or reduced by:

1. Insolvency, bankruptcy, dissolution, liquidation, receivership, reorganization, change of form, structure or ownership, sale of all assets, or lack of corporate, partnership or other power of Tenant, or any payment by Tenant to Landlord held to be preference under bankruptcy law;
2. Without notice to or consent from Guarantor, creation, renewal, extension, modification, assignment or rearrangement of the payment or performance of any or all of the Guaranteed Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted or given by Landlord to Tenant or a Guarantor from time to time, or any release of or change in any security for or any other action taken or refrained from being taken by Landlord against Tenant or any security or other recourse or of any new agreement between Landlord and Tenant;
3. Any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for collection or enforcement of any of the Guaranteed Obligations.

Except for full payment and performance, the Guaranteed Obligations will not be discharged by any acts or omission which, but for the provisions of this Guaranty Agreement, might be deemed a legal or equitable discharge or release of a Guarantor. This Guaranty is for the benefit of the Landlord and Landlord's successors and assigns. If Landlord assigns the Lease/Rental Agreement its rights and benefits under this Guaranty automatically will transfer to the assignee. Each Guarantor waives notice of any such transfer or assignment.

All notices and demands to Guarantor given to the address shown below shall be adequate, unless written notice of a change of address is provided to Landlord by certified mail, with return receipt requested. The Guarantor will pay all costs of enforcement of this Guaranty Agreement incurred by Landlord, including reasonable attorney fees. This is the entire agreement between Landlord and Guarantor. It replaces all prior discussions, promises and agreements, if any.

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GUARANTOR(S)

GUARANTOR

_____ Guarantor Signature	_____ Print Name	_____ Date	_____ Time
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_____ Guarantor Signature	_____ Print Name	_____ Date	_____ Time
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GUARANTOR

_____ Guarantor Signature	_____ Print Name	_____ Date	_____ Time
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_____ Guarantor Signature	_____ Print Name	_____ Date	_____ Time
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By _____
Other than an individual

Its _____
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on _____ at _____ a.m. p.m.

LANDLORD(S)

LANDLORD

_____ Landlord Signature	_____ Print Name	_____ Date	_____ Time
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_____ Landlord Signature	_____ Print Name	_____ Date	_____ Time
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LANDLORD

_____ Landlord Signature	_____ Print Name	_____ Date	_____ Time
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_____ Landlord Signature	_____ Print Name	_____ Date	_____ Time
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Accepted and agreed to on _____ at _____ a.m. p.m.



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ACKNOWLEDGEMENT FOR NATURAL PERSON

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Date Guarantor

 NOTARY PUBLIC

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Date Guarantor

 NOTARY PUBLIC

ACKNOWLEDGEMENT FOR ENTITIES

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Date Name

_____ of _____
Office or Title Entity Name

 NOTARY PUBLIC

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
Date Name

_____ of _____
Office or Title Entity Name

 NOTARY PUBLIC