

LOUISIANA COURT OF APPEAL, FOURTH CIRCUIT

Pitt Street Ventures, LLC v. Maple Street Fitness, LLC and Kurt Weiser

No. 2025-CA-0567 (La. Ct. App. Feb. 9, 2026) · No. 2025-CA-0567 · Decided February 9, 2026

SUMMARY

The Louisiana Fourth Circuit Court of Appeal affirmed a trial court judgment holding Kurt Weiser personally liable as a guarantor for rent and late fees owed under a commercial lease. The court concluded that successive lease amendments did not novate or extinguish the original personal guaranty, and that Weiser had not terminated the guaranty by notice. Maple Street Fitness, LLC and Weiser were cast in judgment for \$38,817.85 in past-due rent and \$1,940.89 in late fees.

CASE DETAILS

COURT	Louisiana Court of Appeal, Fourth Circuit
WRITING FOR THE COURT	Monique G. Morial; Karen K. Herman; Nakisha Ervin-Knott
JURISDICTION	Louisiana Court of Appeal, Fourth Circuit
DECIDED	February 9, 2026
DOCKET	2025-CA-0567
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendants appealed a Civil District Court judgment holding Maple Street Fitness and Kurt Weiser liable for past-due rent and late fees, including a finding that Weiser personally guaranteed Maple Street's lease obligations.
STANDARD OF REVIEW	Contract interpretation is reviewed de novo; factual determinations are reviewed under the manifest-error standard.
PRECEDENTIAL VALUE	published
PARTIES	Maple Street Fitness, LLC, Kurt Weiser v. Pitt Street Ventures, LLC

TOPICS

- breach of contract
- landlord tenant
- contract interpretation
- appellate procedure
- commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the third amendment to the lease extinguished or novated Kurt Weiser's written personal guaranty because it did not contain a new guaranty provision.
2. Whether the trial court legally erred in finding that Weiser personally guaranteed Maple Street's unpaid rent and late fees.

HOLDINGS

1. The third amendment did not constitute a novation because it did not extinguish the lease's principal obligation to pay rent and instead confirmed that the original lease continued as a binding obligation of the parties and their successors and assigns.
2. Weiser remained personally bound in solido with Maple Street Fitness for the punctual payment of rent because the original written guaranty and the second amendment expressly established and confirmed his guaranty, and no evidence showed that he terminated it.

KEY QUOTATIONS

"Suretyship must be express and in writing." (4)

"Although a surety's contract need not observe technical formalities, it must contain an absolute expression of intent to be bound." (4)

"A continuing guaranty remains in full force and effect until revoked by the guarantor, expressly or impliedly, or its effectiveness is extinguished in some other mode recognized by law." (7)

FACTUAL BACKGROUND

In 2010, 4834 Pitt Street, LLC leased an office building to Maple Street Fitness for use as a gym, and Kurt Weiser and Martin Larocca signed a written personal guaranty binding themselves in solido with Maple Street and guaranteeing rent and other lease obligations. Later lease amendments extended the lease term, and the second amendment expressly ratified and confirmed the guarantors' obligations. The original lessor transferred the property to Pitt Street Ventures, LLC, which became the successor lessor and entered into a third amendment with Maple Street; that amendment did not contain a new guaranty but stated that the lease otherwise remained in force and binding on successors and assigns. Maple Street stopped paying rent in October 2016, and the record contained no evidence that Weiser terminated the guaranty.

PROCEDURAL HISTORY

Pitt Street Ventures, LLC sued Maple Street Fitness, LLC and Kurt Weiser for sums due under a breached lease. The trial court denied Weiser's exception of no cause of action and denied cross-motions for summary judgment. After a one-day bench trial, the court entered judgment on June 10, 2025, against Maple Street and Weiser for past-due rent and late fees. The Louisiana Fourth Circuit affirmed.

DISPOSITION

affirmed

CASES CITED

- Bldg. Specialties Co. of Louisiana v. Roadwrxx LLC, 409 So. 3d 817 (La. App. 5th Cir. 2024)
- Veterans Commercial Properties, LLC v. Barry's Flooring, Inc., 67 So. 3d 627 (La. App. 5th Cir. 2011)
- Rogers v. Integrated Expl. and Prod., LLC, 265 So. 3d 880 (La. App. 4th Cir. 2019)
- TKTMJ, Inc. v. Sewerage and Water Bd. of New Orleans, 366 So. 3d 276 (La. App. 4th Cir. 2020)
- Bodenheimer v. Carrollton Pest Control & Termite Co., 317 So. 3d 351 (La. App. 4th Cir. 2018)
- Causeway Equip., Inc. v. Bell, 579 So. 2d 992 (La. App. 5th Cir. 1991)
- Midlo and Lehmann v. Katz, 195 So. 2d 386 (La. App. 4th Cir. 1967)
- Whitney Nat. Bank v. Zewe, 619 So. 2d 729 (La. App. 4th Cir. 1993)
- Bergman v. Nicholson Mgmt. and Consultants, Inc., 594 So. 2d 497 (La. App. 4th Cir. 1992)
- Sec. First Nat'l Bank v. Richards, 584 So. 2d 1174 (La. App. 3d Cir. 1991)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/louisiana-court-of-appeal-fourth-circuit-louisiana-court-of-appeal-fourth-circuit/2026/pitt-street-ventures-llc-v-maple-street-fitness-llc-and-rycogns0>