

**Guarantor's Agreement**

**Resident Name:** \_\_\_\_\_

The undersigned Guarantor hereby individually and unconditionally guarantees to Owner the full, punctual and complete performance by Resident of all obligations of Resident to Owner including, but not limited to, obligations contained in: (i) this Lease; (ii) any extensions or renewals of this Lease; or (iii) any new lease of any unit within the Owner's Community. Guarantor agrees that Guarantor shall be personally bound by, and personally liable for, all obligations of Resident under this Lease or other documents giving rise to Resident's obligations, even if Resident transfers to a different unit within the Owner's Community or rent or other charges are increased in accordance with or after the stated term of this Lease or any new lease to which the Resident is bound.

Notwithstanding the foregoing, to the extent required by applicable law, Guarantor's obligations as guarantor will only continue for all renewals of this Lease through \_\_\_\_\_, which shall be the last date on which the renewal of this Lease will renew the obligations of the Guarantor. The Guarantor is liable under a renewal of this Lease that occurs on or before the date indicated above and the Guarantor is liable under a renewal of this Lease only if the renewal involves the same parties as the original Lease and does not increase the Guarantor's potential financial obligation for rent that existed under the original Lease.

In the event Resident fails to comply with any obligations under this Lease or such other documents or in the event this Lease is declared invalid or void as a result of Resident's age or otherwise, Owner may recover any damages or other charges including, but not limited to, rent, late charges, property damage, repair costs, utility payments and all other sums which may become due under this Lease by the Resident, from Guarantor, as if the Guarantor had executed this Lease as Resident, whether or not Owner seeks recovery from Resident. Guarantor understands that Guarantor has joint and several liability for all obligations under this Lease and other documents giving rise to the Resident's obligations, and Guarantor waives, to the extent allowed by applicable law: (i) any right to require Owner to proceed against Resident; (ii) any defense based on the termination of Resident's liability for any reason; (iii) any right to challenge a compromised settlement of any sum due and owing between Resident and Owner, which may result in a remainder balance being due and owing from Guarantor to Owner; (iv) any right to presentment, demand for performance, notices including notices of nonperformance, protest, dishonor, acceptance of this Guaranty or the existence, creation or renewal of any obligations; (v) any benefit of any statute of limitations affecting Guarantor's liability under this Guaranty; and (vi) any trial by jury.

Notwithstanding Guarantor's guarantee of the obligations of Resident as described herein, Guarantor expressly recognizes that Guarantor is not a tenant and has no right to use, occupancy or possession of the Apartment identified in this Lease or any other unit in the Owner's Community and that this Guaranty creates no obligation on Owner to provide any benefits whatsoever to Guarantor. Owner may report unpaid rent, damages or other charges owed by Resident (and consequently by Guarantor) to the applicable credit reporting agencies for recordation on Guarantor's credit record.

Guarantor represents that: (i) Guarantor has reviewed this Lease and any addenda thereto or documents to the extent Guarantor deems appropriate and understands that Owner's desire to enter into this Lease with Resident is expressly made conditional upon Guarantor's execution of this Guaranty; and (ii) all information submitted in the Rental Application submitted by Resident and Guarantor was and is true and complete and authorizes the verification of same and the performance of a credit check on Guarantor by any means. Guarantor acknowledges that false information contained in the Rental Application may constitute grounds for rejection of the Rental Application, termination of Resident's right of occupancy and non-return of deposits. Guarantor further acknowledges that an investigative consumer report including information as to character, general reputation, personal characteristics and mode of living, whichever are applicable, of the Guarantor may be made and that any person on which an investigative consumer report will be made has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and also has the right to request a written summary of the person's rights under The Fair Credit Reporting Act. **GUARANTOR HEREBY AUTHORIZES OWNER OR OWNER'S AGENTS TO OBTAIN AND HEREBY INSTRUCTS ANY CONSUMER REPORTING AGENCY DESIGNATED BY OWNER OR OWNER'S AGENTS TO FURNISH A CONSUMER REPORT UNDER THE FAIR CREDIT REPORTING ACT TO OWNER OR OWNER'S AGENTS TO USE SUCH CONSUMER REPORT IN ATTEMPTING TO COLLECT ANY AMOUNTS DUE AND OWING UNDER THE LEASE OR THE GUARANTY OR FOR ANY OTHER PERMISSIBLE PURPOSE.**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_