



GUARANTEE AGREEMENT



SAMPLE

DATE _____ PROPERTY NAME / NUMBER _____

RENTAL AGREEMENT DATED SAMPLE

GUARANTOR NAME(S) SAMPLE

STREET ADDRESS SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

RESIDENT NAME(S) _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE SAMPLE ZIP SAMPLE

Guarantor hereby unconditionally, absolutely and continually guarantees the performance by Residents of all obligations under the Rental Agreement, including but not limited to timely payment of the rent and all other financial obligations due Owner/Agent. The liability of Guarantor is direct and unconditional and may be enforced without requiring Owner/Agent first to exercise, enforce or exhaust any right or remedy against Residents. This guarantee extends to all amendments, renewals, extensions or new rental agreements between Residents and Owner/Agent, until this guarantee is terminated as provided below. Guarantor waives any notice of any such amendments, renewals, extensions or new rental agreements. The release of any Resident from the Rental Agreement will not release or waive the obligations of any Guarantor. Guarantor waives presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which Guarantor might otherwise be entitled. If more than one Guarantor signed this agreement, or any other guarantee agreements related to the same Resident(s), the liability of each Guarantor is joint and several. The release of, or waiver of rights against, any Guarantor will not release or waive the obligations of any other Guarantor.

If Owner/Agent accepts rental payments from Guarantor, this will not create a Landlord-Tenant relationship and Guarantor will not have any right to possession.

Whether the Rental Agreement is a month to month tenancy or for a specified term, this Guarantee will remain effective until all Residents terminate the Rental Agreement, including any renewals or extensions, and vacate the Unit. Termination of this guarantee will not affect Guarantor's obligations for performance due under the Rental Agreement prior to the effective date of termination of this guarantee.

Guarantor recognizes that Owner/Agent has agreed to rent to Residents because of this guarantee and that if the continued validity of this guarantee is no longer enforceable for any reason, Owner/Agent may terminate the Rental Agreement.

Guarantor agrees that any suit or action brought on this Agreement may be brought in any state or federal court sitting in the county in which the Premises is located. Guarantor specifically agrees to personal jurisdiction in such court or courts. Guarantor agrees to pay all costs and attorney's fees incurred by Owner/Agent in enforcing the Rental Agreement and/or this Agreement, at trial and on any appeal.

SAMPLE
X

GUARANTOR

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

DATE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

GUARANTOR

SAMPLE

X

ACCEPTED BY OWNER/AGENT

SAMPLE

SAMPLE

SAMPLE

DATE

SAMPLE

DATE

SAMPLE

SAMPLE