## **Apartment Guaranty Form**

The undersigned, as Guarantor(s) signing this Lease Guaranty, guarantee all obligations of TENANT(S) under the Lease, the Addendum(s), the Rules and Regulations and any Parking Lease Agreement (hereinafter sometimes collectively referred to as the "Lease Documents") described below.

LANDLORD: «property\_owner»

**TENANT:** «responsible\_applicant\_names» **Lease Sign Date:** «lease\_generated\_on»

Property Address: «property\_address»

Unit Number: UNIT shall be determined prior to TENANT moving into the Property

In consideration of LANDLORD entering into the Lease with TENANT, the undersigned, irrevocably, absolutely and unconditionally warrant and guaranty to LANDLORD, jointly and severally, the full, timely payment and faithful performance of all the terms, covenants, and conditions of the Lease Documents by the TENANT and guarantees payment in full of all sums that may become due and owing the LANDLORD by TENANT in accordance with the Lease Documents, whether by their terms, by acceleration or otherwise. This Guaranty will remain in full force and effect notwithstanding any and all subsequent modifications, extensions, amendments or renewals of the Lease, without notice to or the consent of Guarantor and/or a change in apartment number or floor plan type or number, which may be agreed to from time to time between the TENANT and LANDLORD. A copy of the Lease is attached hereto. If the LANDLORD delays or fails to (i) exercise its rights under the Loan Documents, (ii) pursue remedies, (iii) give notices, or (iv) make demands of you, as Guarantor, you will not consider it as a waiver of our rights as LANDLORD. All of the LANDLORD'S remedies against TENANT apply to the Guarantor as well. TENANT and Guarantors are jointly and severally liable for TENANT'S responsibility under the Lease Documents. It is not necessary for the LANDLORD to exhaust remedies against TENANT in order for Guarantors to be liable. This Guaranty shall terminate on the later of the date: (a) the indebtedness of TENANT to LANDLORD under the Lease has been paid in full, or (b) all obligations of Guarantor under this Guaranty have been satisfied.

Guarantors represent to LANDLORD that all information submitted by Guarantors during the application process and contained in this Guaranty is true and complete. You authorize that LANDLORD or its agents may make verifications of such information via a credit check, consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you as Guarantor to sign any of the Lease Documents or to be named in the Lease Documents. The Guaranty does not have to be referred to in the Lease Documents. If LANDLORD seeks to enforce this Guaranty, it will be in the county and State where the Leased UNIT is located and you agree to submit to that court's jurisdiction.

Guarantor Name: «applicant name first» «applicant name last»