

### CONTINUING GUARANTEE

This continuing Guarantee is incorporated by reference and made a part of the Lease between

\_\_\_\_\_ (“Owner”) and (resident’s name) \_\_\_\_\_ (“Renter”)

The undersigned Guarantor, in consideration of Owner renting the premises to Renter(s), guarantees the following:

- 1) The payment of all rent and/or other charges which may become due under the Rental Agreement or Lease  
and
- 2) The payment to the Owner of the costs to repair all damages to the premises for which the Renter(s) are liable including the repair or replacement of fixtures, furniture and appliances.

This Continuing Guarantee shall be for the duration of the original term of the Rental Agreement or Lease, and any extensions or renewals thereof and for so long as any of the Renter(s) occupy the premises, and shall continue until Owner has been paid all rent due under the Rental Agreement or Lease, or until the Owner has been paid for any and all damages to the premises, its fixtures, furniture and appliances for which the Renter(s) are liable.

Guarantor agrees to remedy any default of Renter(s) upon Three Days (3) written notice mailed by ordinary first class mail to the Guarantor at either residence or business. Guarantor acknowledges and agrees that service of any notice upon the Renter(s) shall constitute lawful and valid service of said notice(s) upon Guarantor.

Notwithstanding the fact that the Rental Agreement or Lease, and this Continuing Guarantee do not confer any right of possession of the premises upon the Guarantor, should legal action become necessary, Guarantor agrees to be named as a party defendant in such action, including any unlawful detainer action, and to be jointly and severally liable with the Renter(s). Owner has no obligation to exhaust legal remedies against Renter(s) before taking action against Guarantor, and in the event that this Continuing Guarantee could be construed to create a suretyship relationship, Guarantor hereby expressly and irrevocably waives any right to assert against Owner any defense (legal or equitable), subrogation, set –off, counterclaim or other right, including, without limitation, (a) the right to require Owner to proceed against Renter or any other obligor (b) the right to pursue any other remedy in Owner’s power whatsoever, (c) the right to have Guarantor’s property or that of any other obligor first applied to the discharge of the obligations arising hereunder, (d) all rights and benefits under any applicable law purporting to reduce a surety’s obligations in proportion to the obligation of the principal or providing that the obligation of a surety or guarantor must neither be larger nor in other respects more burdensome than that of the principal, and (e) the benefit of any statute of limitations affecting the obligations arising hereunder or Owner’s liability hereunder. Guarantor expressly acknowledges that it will be and remain fully liable for the indebtedness hereunder and expressly acknowledges the reliance hereon of the Owner.

Guarantor acknowledges that a credit application has been submitted to Owner and agrees to update said information as necessary or upon request of Owner. Guarantor shall keep Owner informed of Guarantor’s current residence and business address.

Guarantor’s Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Guarantor’s Email Address: \_\_\_\_\_

Guarantor’s Occupation and Title: \_\_\_\_\_

Guarantor’s Total Annual Income:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> under \$49,999          | <input type="checkbox"/> \$50,000-\$99,999       | <input type="checkbox"/> \$100,000-\$149,999 | <input type="checkbox"/> \$150,000-\$249,999     |
| <input type="checkbox"/> \$250,000-\$499,999     | <input type="checkbox"/> \$500,000-\$749,999     | <input type="checkbox"/> \$750,000-\$999,999 | <input type="checkbox"/> \$1,000,000-\$1,999,999 |
| <input type="checkbox"/> \$2,000,000-\$4,999,999 | <input type="checkbox"/> \$5,000,000-\$9,999,999 | <input type="checkbox"/> \$10,000,000 +      |  |

Resident's Name \_\_\_\_\_

Current Monthly Mortgage Payment for Primary Residence (if any): \$\_\_\_\_\_/month

Name of Mortgage Lender and Loan Number: \_\_\_\_\_

Current Value of Primary Residence:

under \$499,999      \$500,000-\$999,999      \$1,000,000-\$1,999,999      \$2,000,000-\$2,999,999

\$3,000,000-\$4,999,999      \$5,000,000-\$7,499,999      \$7,500,000-\$9,999,999      \$10,000,000+

Residence Address: \_\_\_\_\_

Residence Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_

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

*Note: This continuing Guarantee must be notarized to be valid.*

\_\_\_\_\_  
*For Notary Only Below This Line*

State of \_\_\_\_\_

County of \_\_\_\_\_

on \_\_\_\_\_ before me, the undersigned, a Notary public in and for said state,  
personally appeared:

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which their person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

Print Name: \_\_\_\_\_

(Seal)