

GUARANTOR FORM

Addendum to Rental Agreement

Agreement or Lease between _____ owner
and _____ dated _____
resident(s)
For the property located at _____ ,

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 any and all damages to the premises for which the Renter(s) are liable, including the repair or replacement of fixtures, furniture, and appliances.

This Rental 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 (3) Days written notice mailed by ordinary first class mail to the Guarantor at either residence or business. Guarantor acknowledges and agrees that service of any notices 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.

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.

The filing of any petition by or against Resident under any chapter of the Bankruptcy Act, the adjudication of Resident as a bankrupt or insolvent, or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner against Guarantor.

If any legal action or other proceeding is brought by any party to enforce any part of this guarantee, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.

Guarantor's Social Security #: _____ Driver License: _____
Home Address: _____
Home Phone: _____ Work Phone: _____
Business Address: _____
Guarantor's Name: _____
Guarantor's Signature: _____ Date: _____

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Approved Form #12.4
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