

GUARANTEE OF RENTAL/LEASE AGREEMENT

1. _____ (Guarantor) desires to have Owner/Agent rent the
Premises to Resident pursuant to the terms contained in the Rental/Lease Agreement, dated _____,
for the premises located at:
_____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)
- by and between _____ "Owner/Agent" and
_____, "Resident."
(Name of Resident as it appears on the Rental/Lease Agreement)

Guarantor understands and acknowledges that Resident does not meet Owner/Agent's criteria for renting the Premises. Guarantor also agrees that without this Guarantee, Owner/Agent would not agree to rent to Resident. In exchange for Owner/Agent's agreement to rent the Premises to Resident and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby guarantee unconditionally to Owner/Agent, its successors and assigns, the prompt payment by Resident of the rent incurred, and any other damages incurred, during the course of renting the Premises.

2. In the event of the breach of any terms of the Rental/Lease Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any and all legal fees incurred in enforcing the Rental/Lease Agreement.
3. This Guarantee may be immediately enforced by Owner/Agent upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
4. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner/Agent against Guarantor.
5. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
- the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ _____, plus court costs.
- or
- each party shall be responsible for their own attorneys' fees and court costs.
6. This Guarantee does not confer a right to possession of the premises by Guarantor, and Owner/Agent is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner/Agent proceeding against Guarantor for Guarantor's obligations under this Guarantee.
7. Guarantor consents in advance to any modifications to the Rental/Lease Agreement made and agreed to by Owner/Agent and Resident during the tenancy.



8. This Guarantee is a continuing one and, unless released in writing by Owner/Agent, shall terminate only upon final payment by Resident of rent and other amounts due under the Rental/Lease Agreement.

Guarantor shall remain obligated for the entire period/term of the tenancy as provided by the Rental/Lease Agreement and for any extensions granted pursuant thereto.

If the terms of the Rental/Lease Agreement are modified by Owner/Agent, with or without the consent or knowledge of the Guarantor, guarantor waives any and all rights to be released from the Guarantee and remains obligated by the modifications and terms.

This Guarantee shall be strictly enforced to the benefit of Owner/Agent, its successors or assigns, and shall bind the successors and assigns of the undersigned.

Guarantor's Signature: _____ Date: _____

Guarantor's Name (please print): _____

Guarantor's Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

