



## GUARANTOR AGREEMENT

This Agreement is incorporated by reference and made a part of the lease between

Pearson Property Management (known as Property Manager or Agent) and;

(Resident's name) \_\_\_\_\_ ("Renter")

This Guarantor Agreement is entered into and forms part of the rental agreement between resident and owner listed above for the leased premises at the following address:

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 of lease.
2. The payment to the Owner of the costs to repair and all damages to the premises for which the Renter(s) are liable including the repair or replacement of fixtures, furniture and appliances.

This Guarantor Agreement 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 Lease Agreement and this Guarantor Agreement 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 Guarantor Agreement could be construed to create a suretyship relationship. Guarantor hereby expressly and irrevocable waives any right to assert against Owner and 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) their 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 acknowledged 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 Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Guarantor's email address: \_\_\_\_\_

Guarantor's Occupation and Title \_\_\_\_\_

Guarantor's Total Annual Income:

\_\_\_ under \$49,999 \_\_\_ \$50,000 - \$99,999 \_\_\_ \$100,000 - \$149,999 \_\_\_ \$150,000 - \$249,999 \_\_\_ \$250,000 - \$499,999  
\_\_\_ \$500,000 - \$749,000 \_\_\_ \$750,000 - \$999,999 \_\_\_ \$1,000,000 - \$1,999,999 \_\_\_ \$2,000,000 - \$4,999,999 \_\_\_ \$5,000,000 -  
\$9,999,000 \_\_\_ over \$10,000,000

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 - \$2,999,000 \_\_\_ \$3,000,000 - \$4,999,999 \_\_\_ \$5,000,000 -  
\$7,999,999 \_\_\_ \$8,000,000 - \$10,000,000 \_\_\_ over \$10,000,000

Any bankruptcies, foreclosures, judgments, liens, etc? If so please describe:

\_\_\_\_\_  
\_\_\_\_\_

Guarantor's Residence Address \_\_\_\_\_

Guarantor's Residence/Cell Phone \_\_\_\_\_ Guarantor's Work Phone \_\_\_\_\_

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

Guarantor's Residence Address \_\_\_\_\_

Guarantor's Residence/Cell Phone \_\_\_\_\_ Guarantor's Work 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her  
authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted,  
executed the instrument.

Witness my hand and official seal

Signature \_\_\_\_\_ Print Name \_\_\_\_\_