

# CO-SIGNER/GUARANTY AGREEMENT



DATE: \_\_\_\_\_

TENANT NAME(S): \_\_\_\_\_

RENTAL ADDRESS: \_\_\_\_\_ UNIT# \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

1. **Guaranty:** To induce \_\_\_\_\_ (the "Landlord") to lease a dwelling unit to \_\_\_\_\_ (the "Tenant"), you (the "Guarantor(s)"), jointly and severally if more than one, guaranty prompt and full payment all Tenant payment obligations for the rental agreement and dwelling unit located at: \_\_\_\_\_  
This guaranty applies to any renewal, extension, amendment or substitution of the rental agreement guaranteed herein.
2. **When you must pay:** If the Tenant fails to pay any obligation under the rental agreement when due, you promise to pay the debt to Landlord upon demand. Landlord can demand that you pay the debt even if it does not try to collect from the Tenant.
3. **No Notice Required:** This guaranty remains in effect even though you are not given notice of the following:
  - (a) If the Tenant fails to pay any amount due;
  - (b) Of any action taken with respect to the dwelling unit
  - (c) Of any renewal, extension, amendment or substitution of the rental agreement
4. **Suit/Attorney Fees:** You may be sued for payment of the debt of the Tenant secured by this guaranty if the Tenant is in default and you do not pay the amount you have guaranteed. In the event of legal action to enforce this agreement, the prevailing party is entitled to reasonable attorney fees at trial and on appeal and in addition to court costs.
5. **Multiple Guarantors:** If more than one Guarantor signs this agreement, Landlord can release or settle with any of the Guarantors at any time without affecting the liability of the others.
6. **Non-waiver of Rights:** Landlord can delay enforcing its right under this agreement without losing them.
7. **Miscellaneous:** This agreement is binding and enforceable against the heirs or assigns of all of the parties hereunder. The Guarantor(s) hereunder have no right to occupy the dwelling unit for which the guaranty applies and guarantor(s) have no right of possession of such dwelling unit(s).

X \_\_\_\_\_  
Co-Signer/Guarentor Date

X \_\_\_\_\_  
Co-Signer/Guarentor Date

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

