



## CO-SIGNER AGREEMENT



SAMPLE

DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RENTAL AGREEMENT DATED SAMPLE

CO-SIGNER NAME(S) SAMPLE

STREET ADDRESS SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

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

Co-signer agrees to unconditionally, absolutely and continually guarantee the performance by Resident of all obligations under the Rental Agreement, including but not limited to timely payment of the rent and all other financial obligations due Owner/Agent. The liability of Co-signer is direct and unconditional and may be enforced without requiring Owner/Agent first to exercise, enforce or exhaust any right or remedy against Resident. This guarantee extends to all amendments, renewals, extensions or new rental agreements between Resident and Owner/Agent, until this guarantee is terminated as provided below. Co-signer waives any notice of any such amendments, renewals, extensions or new rental agreements. Co-signer waives presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which Co-signer might otherwise be entitled.

If Owner/Agent accepts rental payments from Co-signer, this will not create a Landlord-Tenant relationship and Co-signer will not have any right to possession.

If the Rental Agreement is a month-to-month tenancy, Co-signer may terminate this guarantee at any time after 18 months from the date hereof, by giving Owner/Agent 60 days' written notice of Co-signer's intent to terminate. If the Rental Agreement is for a specified term, Co-signer may only terminate this guarantee at the end of the term by giving written notice thereof at least 60 days prior to the end of the then-current specified term. Termination of this guarantee will not affect Co-signer's obligations for performance due under the Rental Agreement prior to the effective date of termination of this guarantee.

Co-signer recognizes that Owner/Agent has agreed to rent to Resident because of this guarantee and that if the continued validity of this guarantee is no longer enforceable for any reason, Owner/Agent may terminate the Rental Agreement.

Co-signer agrees that any suit or action brought on this Agreement may be brought in any state or federal court sitting in the county in which the Premises is located. Co-signer specifically agrees to personal jurisdiction in such court or courts. Co-signer agrees to pay all costs and attorney's fees incurred by Owner/Agent in enforcing the Rental Agreement and/or this Agreement.

X \_\_\_\_\_ DATE \_\_\_\_\_  
CO-SIGNER

X \_\_\_\_\_ DATE \_\_\_\_\_  
CO-SIGNER

X \_\_\_\_\_ DATE \_\_\_\_\_  
ACCEPTED BY OWNER/AGENT