

RENTAL AGREEMENT ADDENDUM: GUARANTOR FORM

For the Rental Agreement between Owner, _____ and
Resident(s), _____ dated _____
for the property located at (Premises): _____
City: _____ CA, Zip Code: _____

The undersigned Guarantor, in consideration of Owner renting the Premises to Resident(s), guarantees the following:
(1) the payment of all rent and/or other charges which may become due under the Rental Agreement, and;
(2) the payment to the Owner of the costs to repair any and all damages to the Premises for which the Resident(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, and any extensions or renewals thereof and for so long as any of the Resident(s) occupy the Premises, and shall continue until Owner has been paid all rent due under the Rental Agreement, or until the Owner has been paid for any and all damages to the Premises, its fixtures, furniture, and appliances for which the Resident(s) are liable.

Guarantor agrees to remedy any default of Resident(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 Resident(s) shall constitute lawful and valid service of said notice(s) upon Guarantor.

Notwithstanding the fact that the Rental Agreement, 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 Resident(s). Owner has no obligation to exhaust legal remedies against Resident(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 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.

This Guaranty shall insure to the benefit of, and shall be binding upon the respective successors and assigns of the Owner, and of the undersigned.

Guarantor's Social Security #: _____ Driver License: _____

Home Address: _____

Phone: Cell _____ Home _____ Work _____

Business Address: _____

Guarantor's Name: _____

Guarantor's Signature: _____ Date: _____



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

Form ADD-007
Page 1 of 1
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