



Guarantee of Fixed Term Residential Lease Agreement

In consideration of the execution of the Fixed-Term Residential Lease Agreement, dated _____,

for the premises located at: _____,

Unit # (If Applicable) _____, (City): _____, CA (Zip): _____.

By and between _____ "Landlord" and _____

_____"Tenant(s)."

And for valuable consideration, receipt of which is hereby acknowledged, the undersigned _____, herein referred to as Guarantor, does hereby guarantee unconditionally to Landlord, and/or including Landlord's successor and assigns, the prompt payment by Tenant of the rent or any other sums which become due pursuant to the Lease Agreement, a copy of which is attached hereto, including any and all court costs or attorneys' fees incurred in enforcing the Lease Agreement. This Guarantee is for the performance of the Fixed-Term Residential Lease Agreement and all its parts, including but not limited to; attachments, addendums, modifications, and alterations.

1. In the event of the breach of any terms of the Fixed-Term Residential Lease Agreement by Tenant(s), Guarantor shall be liable for any damages, financial or physical, caused by Tenant(s), including any and all legal fees incurred in enforcing the Fixed-Term Residential Lease Agreement.
2. This Guarantee may be immediately enforced by Landlord upon any default by Tenant(s) and an action against Guarantor may be brought at any time without first seeking recourse against Tenant(s).
3. The insolvency of Tenant(s) or nonpayment of any sums due from Tenant(s) may be deemed a default giving rise to action by Landlord against Guarantor.
4. If any legal actions or other proceedings are brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred.
5. This Guarantee does not confer a right to possession of the premises by Guarantor, and Landlord is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Landlord proceeding against Guarantor for Guarantor's obligations under this Guarantee.

Initials: _____

6. This Guarantee does not create a Tenancy between Landlord and Guarantor.
7. Unless released in writing by Landlord, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy as provided by the Fixed-Term Residential Lease Agreement and for any extensions granted pursuant thereto.
8. In the event the terms of said Fixed-Term Residential Lease Agreement are modified by Tenant(s) and Landlord, with or without the knowledge or consent of Guarantor, Guarantor waives any and all rights to be released from the provisions of this Guarantee and Guarantor shall remain obligated by said additional modifications and terms of the Fixed-Term Residential Lease Agreement.
9. Guarantor hereby consents in advance to any changes, modifications, additions, or deletions of the Fixed-Term Residential Lease Agreement made and agreed to by Landlord and Tenant(s) during the entire period of the tenancy.

Guarantor's Signature

Date

Guarantor's Name (please print)

Guarantor's Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Initials: _____