



IN RELATION TO a certain rental / lease Agreement with an **Occupancy Date** of _____
 regarding the **Premises** identified as _____ (Premises)
 between **Landlord(s)** _____ (Landlord)
 and **Tenant(s)** _____ (Tenant)
 along with **Co-Signer/Guarantor** _____
 (Print name(s) of person(s) and/or *business entity*)
 of _____
 (Print address)

The foregoing parties all understand and acknowledge that Landlord is willing to enter into the above-referenced rental / lease Agreement with Tenant only because Co-Signer/Guarantor has agreed to Co-Sign and Guarantee the performance of Tenant, as further set forth herein, and that Landlord would not have entered into the said rental / lease Agreement in the absence of the Co-Signer/Guarantor's participation.

NOW THEREFORE, in consideration of the execution of the above-referenced lease, as well as one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Co-Signer/Guarantor does hereby and herein acknowledge and agree to the following:

1. that Co-Signer/Guarantor has read and understands the above-referenced rental / lease Agreement;
2. to be jointly and severally liable along with Tenant under the terms and conditions of the above-referenced rental / lease Agreement;
3. to guarantee Tenant's performance of any and all financial obligations set forth in the above-referenced rental / lease Agreement including, but not limited to, timely payment of rent, security deposit and/or any other applicable and legally permissible charges, as well as reimbursement of Landlord's costs for cleaning of and repair to any damage to the Premises as may be permitted by law and under the terms of the said rental/lease Agreement;
4. to indemnify Landlord for any and all such rents, deposits, charges, costs, etc., incurred by Tenant if Tenant fails to timely satisfy and pay such obligations;
5. that this Co-Signer/Guarantee Agreement shall remain in full force and effect for the entire period of Tenant's residence at the Premises including, but not limited to, the original Term of the above-referenced rental / lease Agreement, as well as any extensions or renewals thereof and any hold-over periods, unless such Co-Signer/Guarantee obligation is terminated in writing signed by Landlord;
6. if any financial or other obligation of Tenant shall remain unpaid, that Landlord may institute appropriate legal action against Tenant and/or Co-Signer/Guarantor to collect any and all sums due and owing;
7. that, though Landlord may provide notice to Co-Signer/Guarantor of any default on the part of Tenant, such notice is *not* required and Co-Signer/Guarantor hereby waives such notice and demand to either Tenant or Co-Signer/Guarantor hereunder and, further, Co-Signer/Guarantor hereby waives all suretyship defenses and any defenses of a similar nature;
8. if Landlord institutes any such legal action and prevails, that Co-Signer/Guarantor shall be responsible to reimburse Landlord for all reasonable attorneys' fees, court costs and fees incurred in relation to securing any such verdict and/or judgment and in collection of any judgment awarded;

- 9. that any unpaid debt obligation of either Tenant or Co-Signer/Guarantor hereunder may be reported to appropriate credit reporting agencies;
- 10. that Landlord may wish to procure a credit report for Co-Signer/Guarantor and, by signing below, Co-Signer/Guarantor hereby agrees to and consents to the same.

By signing below, the undersigned understand and agree to all the forgoing provisions, terms and conditions,

 Landlord Date Landlord Date

If Co-Signer/Guarantor is an *individual*, please sign and provide Social Security Number and Date of Birth below:

 Co-Signer/Guarantor Date Co-Signer/Guarantor Date

 Social Security Number Date of Birth Social Security Number Date of Birth

If Co-Signer/Guarantor is a *business entity**, the Authorized Representative signing below on behalf of the Co-Signer/Guarantor warrants that he/she is duly authorized to bind such business entity, and is asked to provide the following requested additional information:

By: _____
 (Authorized Representative's Signature) (Date) (Please print name of Authorized Representative)

Taxpayer ID #: _____ **Fax No.:** _____

Phone No.: _____ **Email:** _____

* If Co-Signer/Guarantor is a business entity that is a *foreign corporation* and/or *does not* have a *regular place of business in the state* in which the Premises is located, please provide the following additional information:

Resident Agent: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email: _____

Contact Name: _____

N.B.: This form was provided by Coldwell Banker Realty ("Coldwell Banker") merely as a convenience to assist the parties with their respective interests in the Property referenced herein, but Coldwell Banker is not responsible for and does not warrant or guarantee its contents.