

THIRD PARTY GUARANTEE OF LEASE OBLIGATION

SHULTS & ASSOCIATES, (hereinafter "LESSOR") as the rental Agent for owner, and:
_____, (hereinafter "LESSEE"), have indicated collectively their wish to enter into a Lease or Rental Agreement (hereinafter "LEASE").

The LEASE, dated _____ 20 ____, affects certain Real Property located in Goleta, CA (Isla Vista) commonly known as Apartment Number: _____, _____
Street Address

WHEREAS, the undersigned "GUARANTOR" has interceded on behalf of Lessee and requested of Lessor that Lessor enter into a lease with Lessee and,

WHEREAS, LESSOR has agreed to enter into said Lease between Lessor and Lessee as a consequence of and in consideration for a Guarantee by the undersigned, "GUARANTOR", who concurrently with Lessee, hereby commits to all of Lessee's obligations under said Lease-Rental Agreement, and guaranteeing the same.

NOW, THEREFORE, it is hereby agreed, contracted, covenanted and guaranteed as follows:

1. The undersigned **GUARANTOR** shall be legally bound, jointly and severally and shall herewith unconditionally guarantee to Lessor, the full and faithful performance by the Lessee, its successors or assigns, without limitation, all of the obligations of Lessee under said Lease, including but not limited to payment of rent and all other charges required to be paid and performed by Lessee under the terms of said Lease.
2. **GUARANTOR** does hereby name, designate and appoint Lessee as his or her agent for all purposes, including but not limited to receipt of demands for performance, notices of non-performance, notices of dishonored checks, and acceptance of any notice of rent increases, or changes which may, be made from time to time, in the provisions, covenants, and conditions of the underlying Lessee.
3. **GUARANTOR** does hereby waive any requirements for personal receipt of such notices, demands, or protests, and agrees that service of the same upon Lessee shall be deemed full and complete constructive service upon Guarantor.
4. **GUARANTOR** further understands and agrees that Guarantor's obligations under the terms of this Guarantee shall include any attorneys' fees and costs awarded in such legal proceedings which may be brought to construe or enforce the Terms and Conditions of the underlying Lease or this Guarantee, or to enforce or collect upon a judgment obtained, and the Guarantor may, at the option of the Lessor, be named as a defendant in such proceeding. However, in all events Guarantor shall be bound by the findings, rulings and judgment obtained in such proceeding, whether the undersigned Guarantor is named as a defendant or not.
5. This Guarantee will continue to be in full force and effect even if Lessee assigns its obligations under the Lease, or subleases the premises, to any successor, assignee, or sub-lessee.

IN WITNESS WHEREOF, the undersigned does execute this Guarantee on the date set forth.

GUARANTORS NAME – Please Print

Address e-mail Address

City State Zip Code

(_____) _____ (_____) _____ (_____) _____
Home Phone Office/ Work Phone Fax

GUARANTOR / CO-SIGNER'S Signature Date 20 ____

Photo copy of **GUARANTOR'S** Drivers License must accompany this Guarantee.

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