

# GUARANTEE OF RENTAL/LEASE AGREEMENT

1. \_\_\_\_\_ (Guarantor) desires to have Landlord rent the  
\_\_\_\_\_  
(Name of Guarantor)  
Premises to Resident pursuant to the terms contained in the Rental/Lease Agreement, dated \_\_\_\_\_,  
for the premises located at:  
\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)  
by and between \_\_\_\_\_ "Landlord" and  
(Name of Landlord)  
\_\_\_\_\_ "Resident."  
(Name of Resident as it appears on the Rental/Lease Agreement)

Guarantor understands and acknowledges that Resident does not meet Landlord's criteria for renting the Premises. Guarantor also agrees that without this Guarantee, Landlord would not agree to rent to Resident. In exchange for Landlord's agreement to rent the Premises to Resident and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby guarantee unconditionally to Landlord, its successors and assigns, the prompt payment by Resident of the rent incurred, and any other damages incurred, during the course of renting the Premises.

2. **Statutory Acknowledgement for Third Party Payments – No Rights of Tenancy**

Guarantor is not currently a tenant of the Premises. Guarantor acknowledges that acceptance by the Landlord of the rent payment offered by Guarantor for the Premises does not create a new tenancy. All payments made by Guarantor to Landlord pursuant to this Agreement are made on behalf of Resident. Neither this Agreement, nor any payment made by Guarantor to Landlord pursuant to this Agreement, shall be construed as creating any express or implied rights of tenancy of Guarantor in the Premises, including but not limited to the right of possession and/or occupancy.

3. In the event of the breach of any terms of the Rental/Lease Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any and all legal fees incurred in enforcing the Rental/Lease Agreement.
4. This Guarantee may be immediately enforced by Landlord upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
5. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Landlord against Guarantor.
6. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

☐ the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$\_\_\_\_\_, plus court costs.

or

☐ each party shall be responsible for their own attorneys' fees and court costs.



7. 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.
8. Guarantor consents in advance to any modifications to the Rental/Lease Agreement made and agreed to by Landlord and Resident during the tenancy.
9. This Guarantee is a continuing one. Guarantor is obligated for the full performance of the terms of the Rental/Lease Agreement by Resident through the time Landlord has regained possession of the Rental Unit. Unless released in writing by Landlord, Guarantor shall remain obligated for the period/term of the tenancy as provided by the Rental/Lease Agreement, for any extensions granted pursuant thereto or for any holdover period, whether consensual or not. This Guarantee is effective until final and full payment by Resident of rent and any other amounts due under the Rental/Lease Agreement have been paid and return of possession of the premises to Landlord has been completed. This Guarantee shall be strictly enforced to the benefit of Landlord, its successors or assigns, and shall bind the successors and assigns of the undersigned.

Guarantor shall remain obligated for the entire period/term of the tenancy as provided by the Rental/Lease Agreement and for any extensions granted pursuant thereto.

If the terms of the Rental/Lease Agreement are modified by Landlord, with or without the consent or knowledge of the Guarantor, guarantor waives any and all rights to be released from the Guarantee and remains obligated by the modifications and terms.

10. By signing below, Guarantor acknowledges receipt of the Rental/Lease Agreement.

Guarantor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor's Name (please print): \_\_\_\_\_

Guarantor's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Guarantor's E-mail Address: \_\_\_\_\_

