

**ESSEX DRIVE  
CONTINUING PARENTAL OR SPONSOR GUARANTY**

MINIMUM GUARANTEED AMOUNT \$ \_\_\_\_\_

THIS GUARANTY AGREEMENT is executed by the person or persons whose names are signed below. It is understood that \_\_\_\_\_ has applied to become a Tenant in the apartment community known as Essex Drive, Clemson, SC. The Lease and the Rules and Regulations are incorporated herein and will be signed by the Tenant, subject to completion as appropriate. The Landlord requires, as a possible condition of the acceptance of such Tenant, that all obligations of the Tenant with respect to the Lease and the Rules and Regulations be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian or other sponsor. The requirement of this guaranty is in recognition that most of the Tenants in such building do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the Tenant.

The undersigned represents that his or her relationship with the Tenant is that of \_\_\_\_\_ (parent, guardian, uncle, aunt or specify other.) It is understood that the Guarantor must be at least 21 years of age. It is also understood that the Guarantor may not be a current resident of Essex Drive.

In order to induce Landlord to lease to the Tenant identified above, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of all obligations under the Lease to be executed by the Tenant or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay all amounts including fines imposed pursuant to the Rules and Regulations, and Attorney's fees incurred in the enforcement of the subject Lease or any renewal, extension or subsequent lease.

This guaranty may be enforced against Guarantor without necessity of recourse against Tenant or any other parties responsible. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which the Apartments are located, and Guarantors consent to personal jurisdiction of such courts. Any actions to enforce this guaranty shall be governed by the laws of the state in which the Apartments are located.

The Guarantors waive (1) notice of renewal or extension of Tenant's lease or notice of any extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Tenant; (3) any understanding that any other person, firm or corporation was to sign this guaranty; (4) the incapacity or bankruptcy of Tenant or any other Guarantor; (5) any notice of change or amendment to the Lease, the Rules and Regulations, or the right to any notice of default.

Failure of Landlord to enforce rights of recovery against other occupants of the unit and any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Tenant whose name is set forth above in accordance with the terms of the Lease Agreement but shall be solely responsible as though Guarantor were the Tenant. **Essex Drive strongly suggests that each resident be covered by renter's insurance. Essex Drive will not be responsible for personal belongings.**

In addition to other amounts guaranteed, Guarantor agrees to pay a reasonable attorney's fee and all costs imposed under the terms of the Lease or appropriate in enforcement of this guaranty.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Guarantor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Date of Birth (of Guarantor) \_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Employer \_\_\_\_\_  
Employer Phone \_\_\_\_\_

Guarantor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Date of Birth (of Guarantor) \_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Employer \_\_\_\_\_  
Employer Phone \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
Notary Public

**NOTICE: THIS DOCUMENT MUST BE NOTARIZED**

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAMES ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL, IN THE EVENT OF A FALSE OR FORGED EXECUTION HEREOF. FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THIS LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT, IN WHICH THE TENANT HAS ENTERED.