

# GUARANTOR (CO-SIGNOR) AGREEMENT

## Addendum to Rental Agreement

This Agreement is an Addendum and part of the Rental Agreement dated \_\_\_\_\_  
between Landlord \_\_\_\_\_ and Resident \_\_\_\_\_  
for the property located at \_\_\_\_\_,

The undersigned Guarantor, in consideration of Landlord renting the premises to Resident(s), unconditionally guarantees the following:

- 1) the prompt payment of all rent and/or other charges which may become due under the Rental Agreement, including any and all court costs and attorney fees incurred to enforce the Rental Agreement, and;
- 2) the prompt payment to the Landlord of the costs to repair any and all damages to the premises for which the Resident(s) are liable, including the repair or replacement of fixtures, furniture, and appliances.

This Guarantor (Co-Signor) Agreement shall be for the duration of the original term of the Rental Agreement, and any extensions or renewals thereof and for so long as any of the Renter(s) occupy the premises, and shall continue until Landlord has been paid all rent due under the Rental Agreement, or until the Landlord has been paid for any and all damages to the premises, its fixtures, furniture, and appliances for which the Resident(s) are liable.

Guarantor agrees to remedy any default of Resident(s) upon Three (3) Days written notice mailed by ordinary first class mail to the Guarantor at either their residence or business address listed below. Guarantor acknowledges and agrees that service of any notices pursuant to California Code of Civil Procedure 1162, upon the Resident(s) shall constitute lawful and valid service of said notice(s) upon Guarantor.

Notwithstanding the fact that the Rental Agreement, and this continuing Guarantor (Co-Signor) Agreement, do not confer any right of possession of the premises upon the Guarantor, should legal action become necessary. Guarantor agrees to be named as a party defendant in such action, including any unlawful detainer action, and to be jointly and severally liable with the Resident(s). Landlord has no obligation to exhaust legal remedies against Renter(s) before taking action against Guarantor.

Guarantor acknowledges that a credit application has been submitted to Landlord and agrees to update said information as necessary or upon request of Landlord. Guarantor shall keep Landlord informed of Guarantor's current residence and business address.

The filing of any petition by or against Resident under any chapter of the Bankruptcy Act, the adjudication of Resident as a bankrupt or insolvent, or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Landlord against Guarantor.

If any legal action or other proceeding is brought by any party to enforce any part of this guarantee, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.

Guarantor's Social Security #: \_\_\_\_\_ Driver License: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

Guarantor's Name: \_\_\_\_\_

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

UNAUTHORIZED USE PROHIBITED

For Members Only

Apartment Association,  
California Southern Cities  
Approved Form #F30 - 1/02

