



## CONTINUING PERSONAL GUARANTEE OF RENT AND PERFORMANCE OF LEASE CONDITIONS

The undersigned (hereinafter referred to as GUARANTOR), in consideration of the execution of the lease rental agreement hereinafter referred to, hereby unconditionally guarantees and promises to pay or perform on demand any and all debts, obligations and liabilities of \_\_\_\_\_ (hereinafter known as TENANT), under or arising out of the lease rental agreement entered into by and between Hill Properties and TENANT for the property known as (rental address) \_\_\_\_\_

Upon the failure of TENANT to perform any and all conditions of the lease rental agreement which include, but are not limited to payment of rent and payment of damage and/or cleaning fees in excess of the security deposit, GUARANTOR will perform the same. This is a continuing guarantee, which applies to any renewal, extension, modification, or amendment of aforesaid lease rental agreement, without notice to GUARANTOR. GUARANTOR specifically acknowledges that Tenant's occupancy of the premises is conditioned on GUARANTOR'S continuing obligation. \_\_\_\_\_ (Guarantor initial)

Guarantor acknowledges monthly rent of the unit is \$ \_\_\_\_\_

GUARANTOR hereby waives each and all of the following:

- (a) Notice of acceptance of this guarantee;
- (b) Notice of any renewal, extension, modification, or amendment of the aforesaid lease rental agreement;
- (c) Notice of Tenant(s) default under the aforesaid lease rental agreement;
- (d) The right, if any, to benefit of or to direct the application of any security held by HILL PROPERTIES or above stated property.
- (e) The right to require Owner to proceed against the aforesaid Tenant or any other party liable, or to pursue any other remedy in its power, and agrees that Owner may proceed against GUARANTOR directly and independently of any other party liable and that the cessation of the liability of any other party for any reason other than full payment, shall not in any way affect the liability of GUARANTOR;
- (f) Any defense of the aforesaid Tenant or of any other party liable.

The guarantee shall be valid only upon its acceptance by HILL PROPERTIES, in Chico, California. This guarantee and the rights and obligations of the parties hereby shall be governed by and construed in accordance with California law. GUARANTOR hereby consents to jurisdiction by, and waives any objection to the exercise of jurisdiction by the appropriate court in the County of Butte, State of California. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

THIS SECTION TO BE COMPLETED BY GUARANTOR

*I have read the above terms and conditions and hereby agree to be bound to them.*

Date \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_

Printed Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone  Cell  Home ( ) \_\_\_\_\_ E-mail \_\_\_\_\_

Driver's License # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Employer \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

Employer Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employment Contact \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Guarantor hereby authorizes verification of the above information including the obtaining of a credit report and agrees to furnish additional credit references on request. Owner/Agent is authorized to obtain a credit report.

**INSTRUCTIONS:** Verification of signature is required. This can be accomplished by either having this form legally notarized or by sending a copy of your government issued ID or Driver's License with a valid picture and signature.

ANY ALTERATIONS TO THIS FORM WILL DEEM IT INVALID.