

Dan Ostrander
P.O. Box 36 Chico, CA 95927
(530)345-0665 Fax (530) 879-9605
chicocollege_apts@sbcglobal.net

PERSONAL GUARANTEE

The undersigned (hereinafter known 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 Dan Ostrander and TENANT for the property known as _____, CHICO, CA 95926.

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 property transfer, renewal, extension, modification, or amendment of aforesaid lease rental agreement, without notice to GUARANTOR. GUARANTOR hereby waives each and all of the following:

- (a) Notice of acceptance of this guarantee;
- (b) Notice of any property transfer, 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 _____;
- (e) The right to require Dan Ostrander to proceed against the aforesaid TENANT or any other party liable, or to pursue any other remedy in its power, and agrees that Dan Ostrander 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;

The guarantee shall be valid only upon its acceptance by Dan Ostrander 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 and hereby authorizes verification of the above items, but not limited to, the obtaining of a credit report.

Date _____ Signature of Guarantor _____

Name _____ Telephone () _____ - _____

Address _____ City _____ State _____ Zip _____

Social Security # _____ - _____ - _____ Date of Birth _____

Driver's License # _____ EMAIL address _____

Employer _____ Phone () _____ - _____

Personnel Contact _____

Address _____ City _____ State _____ Zip _____

INSTRUCTIONS: We must have verification of your signature. This can be accomplished by either having this form Notarized or by sending a copy of your current Driver's License with your valid signature.

ANY ALTERATIONS TO THIS FORM WILL DEEM IT INVALID.

OFFICE USE ONLY

Guarantor's signature verified? Yes No CDL _____ In Person _____ Date verified _____