



Salisbury Housing

Guaranty

To induce the Landlord/Owner to enter into a lease described below, to extend the lease or to allow the assumption of the lease, the undersigned do/does hereby agree to guaranty the performance of the obligations under the lease of all original or future tenants, including but not limited to a future tenant who may assume the lease. Each guarantor will be held individually responsible for the entire Lease Agreement and any default or damage caused by the aforementioned tenant(s), tenant's family, and/or tenant's guests. The undersigned parents acknowledge that they have read and understand the terms of the Lease.

Please print applicable information and sign below:

Guarantor Name(s): _____

Applicant Name: _____

Property Address: _____

Social Security #: _____

Driver's License # & State: _____

Street Address: _____

City/State/Zip Code: _____

Home #: _____ Cellphone #: _____

Copy of Guarantor's License Provided? Yes No

We the Guarantor(s) of the Lease, hereby agree to the following:

1. Guarantee of Payment and Performance. Guarantor(s) guarantee, unconditionally and absolutely, the full and faithful performance and observance of all the covenants, terms, and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without being limited to the prompt payment of rent, when due, under the Lease

2. Lease Modification, Renewal, or Extension. The Landlord/Owner and Lessee/Tenant at any time and from time to time, without consent of or notice to the guarantor, may change the manner, place or terms of the Lease, including rental rate, or extend the term of Lease, renew or alter the Lease, and the Guaranty herein shall continue to apply to the liabilities of the tenants under the Lease as extended, renewed or altered, and the Landlord/Owner may exercise or refrain from acting without impairing or releasing the obligations of the undersigned hereunder

3. Liability Immediate and Not Contingent; Not Subject to Defenses of Tenants. The liability of the undersigned on this Guaranty shall be immediate and shall not be contingent upon the exercise or enforcement by Landlord/Owner of whatever remedies it may have against the tenants or others, and the undersigned will not have and will not set up or claim any defense, counter-claim, setoff or other objection of any kind to any action, suit or other proceedings in law, equity or otherwise or to any demand or claim that may be instituted or made under and by virtue of this Guaranty

4. Resident's Sublet or Assignment. This Guaranty shall remain and continue in effect even if the Tenant sublets or assigns whether or not Guarantor, any Tenant or Landlord/Owner received notice of such sublet or assignment or has consented to it.

5. Binding on successors and assigns. This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representatives of Guarantor and shall inure to the benefit of the successors, assigns, and legal representatives of Landlord/Owner.

6. Co-extensive Joint and Several Liabilities. The liability of Guarantor(s) is co-extensive with that of Tenant. If there is more than one guarantor, each guarantor shall be jointly and severally liable for all amounts which become due under this lease and the term "Guarantor" shall include each as well as all of them.

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- 7. No Demand Needed.** Owner may proceed against the Guarantor without first making demand against Tenant and without first bringing any action or proceeding against Tenant and without joining Tenant as a party-defendant.
- 8. Waiver of right to default notice.** Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms and conditions of the Lease. Guarantor expressly waives the right to receive such notice.
- 9. Resident's bankruptcy.** Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by an impairment, modification, release, or limitation of the liability of Tenant or Tenant's estate in Bankruptcy Code of the United States or from the decision of any court interpreting the same.
- 10. Service of process.** Guarantor irrevocably appoints Tenant as its agent for the service of process related to this Guaranty.
- 11. Venue and interpretation of Guaranty.** Venue for any action or proceeding arising out of this Guaranty shall be in the county and state in which the Property is located. The Guaranty shall be governed by and interpreted under the laws of, and enforced in courts of the State of **MARYLAND**.
- 12. Waiver of jury trial.** Guarantor hereby waives the right by jury in any action of proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty.
- 13. Landlord's legal expenses.** Guarantor will pay to Landlord all of Landlord's expenses including, but not limited to, attorney's fees that Landlord incurs in enforcing this Guaranty.
- 14. No waiver by Landlord.** Landlord's failure or delay in exercising any rights under the Lease or Guaranty or in sending any notices, demands, or requests, or in requiring strict performance or observance of any term or covenant of the Lease shall not waive any of Landlord's rights created by the Guaranty.
- 15. Corporate authorization.** If the Guarantor is a corporation, Guarantor represents and warrants that this guaranty has been duly authorized by all necessary corporate action on Guarantor's part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms.
- 16. Digital Signatures.** The parties agree that digitally scanned and/or facsimile copies of this Agreement and the associated signatures shall be acceptable as legal and binding upon the parties

I hereby authorize you to verify the information that I have provided herein by obtaining a current credit bureau report, to call or write employer and any other references to verify that my statements are true and accurate

(Seal)

(Seal)

Parent/Guarantor #1's Signature & Date

Parent/Guarantor #2's Signature & Date

Printed Name

Printed Name