

Tivoli Apartments

GUARANTY OF LEASE

The person or persons whose names are signed below execute this GUARANTY AGREEMENT. It is understood that _____ has applied to become a Resident at Tivoli Apartments, Gainesville, FL. The Lease, Rules and Regulations are incorporated herein and will be signed by the Resident, subject to completion as appropriate. The Landlord requires, as a possible condition of the acceptance of such Resident, that all obligations of the Resident with respect to the Lease and the prospective Resident's parent, guardian or other sponsor personally and unconditionally guarantees the Rules and Regulations. The requirement of the guaranty is in recognition that most of the Residents at Tivoli Apartments do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the Resident.

The undersigned, as _____ (Relation to Applicant) of Resident, in order to induce Tivoli Apartments to lease an Apartment Unit to the above names applicant, hereby guarantees to said Landlord the performance of the above named Resident and all their duties and obligations under such Lease and the prompt and unconditional payment of each and every obligation of Resident under the terms of the Lease.

The undersigned Guarantor consents that the obligation of Tenant for the liabilities hereby guaranteed may be renewed, extended, modified, released or surrendered, all without affecting the obligations of the undersigned Guarantor. This guaranty shall be constructed as an absolute and unconditional Guaranty of payment and shall continue after the term of said Lease until all obligations and payments of Resident are fully satisfied. Landlord may enforce this Guaranty without being obligated to resort first to any security or any other remedy against Resident.

The Guarantor understands and agrees as follows:

- The laws of the State of Florida shall govern this Guaranty and this guaranty is made with knowledge that said Guarantor(s) will not personally occupy the leased premises.
- 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 required or appropriate in enforcement of this guaranty.
- That the guarantor authorizes the Landlord to make or have any credit, employment or investigate inquiries the Landlord deems necessary.
- This Guaranty may be enforced against Guarantor(s) without the necessity of recourse against Resident or any other parties responsible. Guarantor(s) consent(s) 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 Guarantor(s) consent to personal jurisdiction of such courts and agree that they may be served with process by certified mail addressed to them at the address shown below. Any actions to enforce this Guaranty shall be governed by the laws of the state in which the apartments are located.

Guarantor Printed Name

Guarantor Signature

Street Address/PO Box

Guarantor Employer Name

City, State, Zip Code

Guarantor Estimated Monthly Income

Social Security#

Primary Phone #

Employer Phone #

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged this ____ day of _____, 20____, by _____, who is () personally known to me or () produced Driver's License # _____ as identification.

NOTARY PUBLIC SIGNATURE

Commission Expiration Date & Seal:
(
(
(

NOTICE: THIS DOCUMENT MUST BE NOTARIZED.

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR MANAGER TO ENTER INTO A LEASE CONTRACT, AND MANAGER IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAME(S) 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 THE LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT, IN WHICH THE RESIDENT HAS ENTERED.