



CO-SIGNER AGREEMENT



DATE _____ PROPERTY NAME / NUMBER _____ *Sample

RENTAL AGREEMENT DATED _____

CO-SIGNER NAME(S) _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

RESIDENT NAME(S) _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

Co-signer agrees to unconditionally, absolutely and continually guarantee the performance by Residents of all obligations under the Rental Agreement, including but not limited to timely payment of the rent and all other financial obligations due Owner/Agent. The liability of Co-signer is direct and unconditional and may be enforced without requiring Owner/Agent first to exercise, enforce or exhaust any right or remedy against Residents. This guarantee extends to all amendments, renewals, extensions or new rental agreements between Residents and Owner/Agent, until this guarantee is terminated as provided below. Co-signer waives any notice of any such amendments, renewals, extensions or new rental agreements. The release of any Resident from the Rental Agreement will not release or waive the obligations of any co-signer. Co-signer waives presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which Co-signer might otherwise be entitled. If more than one co-signer signed this agreement, or any other co-signer agreements related to the same Resident(s), the liability of each co-signer is joint and several. The release of, or waiver of rights against, any co-signer will not release or waive the obligations of any other co-signer.

If Owner/Agent accepts rental payments from Co-signer, this will not create a Landlord-Tenant relationship and Co-signer will not have any right to possession.

If the Rental Agreement is a month-to-month tenancy, Co-signer may terminate this guarantee at any time after 18 months from the date hereof, by giving Owner/Agent 60 days' written notice of Co-signer's intent to terminate. If the Rental Agreement is for a specified term, Co-signer may only terminate this guarantee at the end of the term by giving written notice thereof at least 60 days prior to the end of the then-current specified term. Termination of this guarantee will not affect Co-signer's obligations for performance due under the Rental Agreement prior to the effective date of termination of this guarantee.

Co-signer recognizes that Owner/Agent has agreed to rent to Residents because of this guarantee and that if the continued validity of this guarantee is no longer enforceable for any reason, Owner/Agent may terminate the Rental Agreement.

Co-signer agrees that any suit or action brought on this Agreement may be brought in any state or federal court sitting in the county in which the Premises is located. Co-signer specifically agrees to personal jurisdiction in such court or courts. Co-signer agrees to pay all costs and attorney's fees incurred by Owner/Agent in enforcing the Rental Agreement and/or this Agreement, at trial and on any appeal.

X _____
CO-SIGNER _____ DATE _____

X _____
CO-SIGNER _____ DATE _____

X _____
ACCEPTED BY OWNER/AGENT _____ DATE _____