

**GUARANTOR AGREEMENT FOR APARTMENTS NEAR CAMPUS**

**Print Name of Guarantor:** \_\_\_\_\_ (Parent or guardian)

**Iowa City Rental Address:** \_\_\_\_\_ (Lease to be signed at)

Each Guarantor, jointly and severally with all other Guarantors and Tenants, if any, or (as applicable) as tenants by entirety, if married, hereby guarantees the observance and performance when due of all agreements and obligations of Tenant(s) under the agreed upon lease, as same may be amended, renewed or extended from time to time by Landlord and Tenant(s), including without limitation, payment of all rents, fees and damages when due. Guarantor's main obligations hereunder are that of a surety, and in the event of a default by any Tenant, Landlord may proceed legally against all Guarantor(s). This Guaranty is an irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against guarantor without the necessity of resorting to any security under the lease. Guarantor hereby expressly agrees that the validity of this guaranty and the obligations of guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert or the failure to assert by Landlord against Tenant any of the rights or remedies reserved to landlord pursuant to the provisions of the lease or available by law. Guarantor shall be primarily obligated under the lease as if it had executed the lease as Tenant. Guarantor waives receipt of all notice from landlord hereunder and under the lease (except any notices required by applicable law), including and/or any of the provisions hereof cannot be modified, waived or terminated unless such modification, waiver or termination is in a writing signed by landlord. This guaranty shall be enforced and construed in accordance with the laws of the state in which the facility is located (without regard to principles of conflicts of law) and shall be binding upon guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all landlord parties and their respective heirs, executors, administrators, successors and assigns.

The guaranty shall be an additional assurance to Landlord of the performance of the covenants of this lease and not in substitution of the Tenant's responsibilities and obligations agreed upon in the lease. The guaranty shall be valid for the entire term of the lease as well as subsequent terms or renewals by the Tenant(s).

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

STATE OF \_\_\_\_\_ :  
: SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) DL# \_\_\_\_\_ to be the person whose name is subscribed to the within instrument and acknowledge that he (she) executed the same for the purposes therein contained.  
(NOTARIAL SEAL) In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell \_\_\_\_\_

Names of Tenants: \_\_\_\_\_

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