

# AMSTEL SQUARE, LLC

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## Apartment Rental Guarantor Clause Form (must be notarized)

To All: For the purpose of enabling I, the undersigned, agree to be the guarantor for \_\_\_\_\_ (hereinafter known as "Tenant") and all their financial obligations, including but not limited to payments of rents, fines cause to Landlord by Tenant, utility bills, costs from damage due to Tenant or their friends or costs due to neglect, to Amstel Square (hereinafter known as "Landlord") arising from a lease of property \_\_\_\_\_. The guarantor hereby unconditionally guarantees to Landlord at all times the prompt payment in accordance with said lease or at a time the payment is specified, in legal tender of the United States of America, of any kind and financial obligation s upon which said Tenant is now or may hereafter become obligated to pay Landlord as Tenant or guarantor, together with interest and any costs, including attorney's fees, that may be incurred enforcing the payment thereof.

This agreement shall remain unaffected by any modifications in the Lease whatsoever. This includes but is not limited to any extensions of time or renewals. This guarantee will bind guarantor even if Tenant agrees to modification of the Lease.

The Undersigned agrees that its obligations hereunder shall be a direct and unconditional assurance of payment rather of collection only without the necessity of any recourse being first had against the Tenant or any security. The Undersigned is bound, as a primary obligator, to answer to Landlord for any default in the prompt payment of said obligations as per said lease.

The Undersigned hereby waives presentment, protest, demand and notice of nonpayment of any financial obligations, and notice of every other kind, including notice of the acceptance by Landlord of this guarantee or of any extensions of lease granted by Landlord. The Undersigned agrees if any action, suit, matter or proceeding is brought to enforce Landlord's right to collect any amounts due, the guarantor will pay all costs, expenses and reasonable attorney's fees incurred by Landlord.

This guarantee shall remain in force and effect until terminated by written noticed from Landlord. The guarantor agrees that this guarantee shall continue in full force and effect as to all renewals and extensions thereof.

This guarantee is executed under seal and shall insure to the benefit of the Landlord and shall be binding upon the Undersigned and governed by the laws of the State of Delaware. This guarantor form must be signed and returned, or the Landlord shall have the option to terminate said lease.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Guarantor Name (Printed): \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Guarantor's Phone #: \_\_\_\_\_ Guarantor's Email: \_\_\_\_\_

Notary Name & Seal: \_\_\_\_\_