

PROPERTY:

Summer Grove Unit# _____
 Arlington Trace Unit# _____

CONTINUING PARENTAL OR SPONSOR GUARANTY FORM

THIS GUARANTY AGREEMENT (“Agreement”) is executed by the person or persons whose names are signed below. It is understood that _____ has applied to become a Tenant in the community known as Summer Grove/Arlington Trace in Baton Rouge, LA. The Lease and the Rules and Regulations are incorporated herein and will be signed by the Tenant, subject to completion as appropriate. The Landlord requires, as a condition of the acceptance of such Tenant, and as a condition of Landlord being willing to enter into a Lease with such Tenant, that all obligations of the Tenant with respect to the Lease and the Rules and Regulations be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian or other sponsor (“Guarantor”). The requirement of this guaranty is in recognition that most of the Tenants in such building do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the Tenant.

The undersigned represents that his or her relationship with the Tenant is that of _____ (parent, guardian, uncle, aunt or specify other.) It is understood that the Guarantor must be at least 21 years of age. It is also understood that the Guarantor may not be a current resident of Summer Grove / Arlington Trace.

In order to induce Landlord to lease to the Tenant identified above, the undersigned does hereby (if more than one, jointly, severally and solidarily) guarantee the payment in full of any and all obligations under the Lease to be executed by the Tenant or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay any and all amounts including without limitation the Rent, fees, costs, indemnities, expenses, fines (including those imposed pursuant to the Rules and Regulations), and attorneys’ fees incurred in the enforcement of the Lease or any renewal, extension or subsequent lease.

This guaranty may be enforced against Guarantor without necessity of recourse against Tenant or any other parties responsible. Guarantor consents 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 Guarantors consent to personal jurisdiction of such courts. Any actions to enforce this guaranty shall be governed by the laws of the state in which the Property is located.

The Guarantors waive (1) notice of renewal or extension of Tenant's lease or notice of any extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Tenant; (3) any understanding that any other person, firm or corporation was to sign this guaranty; (4) the incapacity or bankruptcy of Tenant or any other Guarantor; (5) any notice of change or amendment to the Lease, the Rules and Regulations, or the right to any notice of default; (6) any notice of Tenant’s default of the Lease; and (7) any summary ejection (eviction) lawsuit.

Failure of Landlord to enforce rights of recovery against the Tenant or other occupants of the unit or any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Tenant (including solidary obligations) whose name is set forth above in accordance with the terms of the Lease Agreement but shall be solely responsible as though Guarantor were the Tenant.

In addition to other amounts guaranteed, Guarantor agrees to reimburse Summer Grove/Arlington Trace reasonable attorney's fees incurred as well as all costs imposed under the terms of the Lease or appropriate in enforcement of this guaranty. By my signature below, I give Provencal Development, LLC permission to run a credit report.

EXECUTED this _____ day of _____, 20_____.

Guarantor _____	Phone (_____) _____
Address _____	Email _____
City _____ State _____ Zip _____	Employer _____
Social Security # _____	Employer Phone _____
Date of Birth (of Guarantor) _____	
Signature: _____	Print Name: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____, 20_____.

Commission Expires

Notary Public

NOTICE: THIS DOCUMENT MUST BE NOTARIZED

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAMES 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 THIS LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT, IN WHICH THE TENANT HAS ENTERED.