

# GUARANTEE OF LEASE

This guarantee of lease ("Guarantee") dated as of \_\_\_\_\_, is executed by \_\_\_\_\_, (individually and collectively "Guarantor") in favor of Chico College Housing ("Landlord").

## RECITALS

Landlord has entered into or anticipates entering into a lease with \_\_\_\_\_ ("Tenant") (among others) for apartment number located at \_\_\_\_\_, Chico, California (the "Lease"). As a condition to entering into the Lease, Landlord has required that Guarantor execute and deliver to Landlord this Guarantee.

In consideration of Landlord entering into this Lease with Tenant, Guarantor covenants and agrees as follows:

1. Guarantor absolutely and unconditionally guarantees to Landlord (i) timely payment of all amounts that Tenant may at any time owe under the Lease, or any extensions, renewals, or modifications thereof; (ii) the full, faithful, and timely performance by Tenant of Lease, or any extensions, renewals, or modifications thereof.
2. Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guarantee, to
  - a) Consent to any extensions, accelerations, or other changes in the Lease;
  - b) Take and hold security for any payment provided for in the Lease or for the performance of any covenant, term, or condition of the Lease; and
  - c) Apply the security described in the Lease as Landlord may determine.
3. Notwithstanding any termination, renewal, extension, or holding over of the Lease, this Guarantee shall continue until all the covenants and obligations on the part of the Tenant to be performed, have been fully and completely performed.
4. Landlord may proceed against Guarantor in a separate action, whether or not any action is first or later brought against Tenant, and whether or not Tenant is joined in any action. Guarantor waives any right to require Landlord to proceed against Tenant, any other person, or to require Landlord to proceed against or exhaust any security deposit. Guarantor waives any defense available to Tenant, and waives all demands upon and notices to Tenant and to Guarantor.
5. In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses incurred by Landlord in enforcing this Guarantee or in any action or proceeding arising out of or relating to this Guarantee.
6. This Guarantee shall be deemed to be made and to be performed in Butte County, California. California Law shall govern the interpretation and enforcement hereof. If signed by more than one party, each such party shall be jointly and severally liable hereunder. Guarantor agrees that a facsimile signatures may be relied upon by any other party and may be used in lieu of the original signatures in any action or proceeding concerning the enforcement of the terms and conditions of this agreement.

**"GUARANTOR":** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature**

\_\_\_\_\_  
**Printed**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature**

\_\_\_\_\_  
**Printed**