

INITIALS  
RESIDENT \_\_\_\_\_  
MANAGER \_\_\_\_\_

**PARENTAL OR SPONSOR GUARANTY**

Community: **Upper Eastside Lofts** (the "Community")

Tenant/Resident: \_\_\_\_\_

In consideration for, and as an inducement to us in making the Lease to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions, extensions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Tenant and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Tenant. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Tenant. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Tenant. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Tenant, any failure to give notice of default to the Tenant or other notices due under the Lease and any duty to give you notice of facts about the Tenant. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Tenant all without any notice to you or effect on your obligations under this Guaranty. Any obligations Tenant has to you are subordinate to Tenant's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Tenant becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Sacramento County** in the **California**. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: \_\_\_\_\_  
SIGNATURE OF GUARANTOR DATE  
\_\_\_\_\_  
PRINTED NAME OF GUARANTOR

RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, And Grandmother): \_\_\_\_\_

BILLING ADDRESS CITY/ STATE/ZIP CODE

SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

DATE OF BIRTH

**N O T A R Y**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed it in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**OR**

**WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
AUTHORIZED PERSON'S PRINTED NAME