

Student Housing Guaranty Agreement

This Guaranty Agreement ("Guaranty") dated _____ is made by _____ ("Guarantor") in favor of STUHO ("Landlord"). STUHO and _____ ("Tenant") have entered into a rental agreement dated _____ and addenda (if any) (collectively referred to as the "Agreement"). Under the Agreement, Landlord rented to Tenant the Premises located at _____

As a condition to entering into the Agreement, Landlord has required that Guarantor execute and deliver to Landlord this Guaranty. Failure to do so within ten (10) days of Agreement will result in a 10% increase to the monthly rental amount.

As a material inducement to the Landlord to enter into the Agreement with the Tenant, Guarantor agrees as follows:

1. Guaranty: Guarantor absolutely and unconditionally guarantees to Landlord the timely payment of all amounts that Tenant owes under the Agreement, or any Agreement extensions, renewals or modifications. Guarantor further guarantees Tenant's full, faithful, and timely performance of the Agreement, or any Agreement extensions, renewals, or modifications. If Tenant fails to pay amounts due (whether rent or other amounts) or fails otherwise to perform any covenant or obligation under the Agreement, Guarantor (at Guarantor's expense) will fully and promptly pay all amounts due and perform all of Tenant's covenants and obligations under the Agreement on demand by the Landlord. Amounts due may include (but are not limited to) rent, interest, costs advanced by Landlord, damages, cleaning costs, repair costs, or replacement costs for real or personal property, and all expenses including, (but no limited to) court costs and reasonable attorney fees that may arise because of Tenant's default. In addition, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty or in any action or proceeding arising out of, or relating to, this Guaranty.

2. Term: This Guaranty will become effective when it is signed and delivered to the Landlord. The term of the Guaranty will begin at the Agreement commencement date, and notwithstanding any termination, renewal, and extensions or holding over of the Agreement, this Guaranty will continue until all Tenants' obligations have been fully and completely performed.

3. Tenant Definition: For purposes of the Guaranty, and the obligations and liability of Guarantor, the term "Tenant" includes any and all occupants of the Premises, whether original Tenants, subtenants, assignees, or others directly or indirectly leasing or occupying the Premises.

4. Continuing Guaranty: This Guaranty will remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Agreement in any action or otherwise.

5. Independent Obligations: The obligations of Guarantor are independent of, and may exceed, the obligations of Tenant. At Landlord's option, a separate action may be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any action, and Guarantor may be joined in any action or proceeding initiated by Landlord against Tenant arising out of, in connection with, or based upon the Agreement.

6. Guarantor Waivers: Guarantor waives any right to (1) require Landlord to proceed against Tenant, other Guarantors, or any other person of entity liable to Landlord or pursue any other remedy in Landlord's power; (2) complain of delay in the enforcement of Landlord's rights under the Agreement and; (3) require Landlord to proceed against or exhaust any security held from Tenant or Guarantor. Guarantor waives any defense arising from any disability or other defense of Tenant. Guarantor waives any right of subrogation and demands upon and notices to Tenant and to Guarantor, including without limitation, demands for performance, notices of nonperformance, and notices of non-payment and notices of acceptance of the Guaranty.

7. Guarantor Subrogation: Guarantor subrogates all existing or future indebtedness of Tenant to Guarantor to the obligations owed to Landlord under the Agreement and this Guaranty.

Guarantor Initials

8. No Reporting Duty: Guarantor assumes full responsibility for keeping fully informed of the financial condition of Tenant and all other circumstances affecting Tenant's ability to perform Tenant's obligations under the Agreement. Guarantor agrees that Landlord will have no duty to report to Guarantor any information that Landlord received about Tenant's financial condition or any circumstances bearing on Tenant's ability to perform any obligations.

9. Agreement Extensions, Amendments, Assignments and Subletting: Guarantor agrees that the Agreement may be extended, renewed, modified, assigned or sublet (by agreement of course of conduct) without consent or notice to Guarantor and this Guaranty will guaranty the performance of the Agreement as extended, renewed, modified, assigned or sublet.

10. Estoppel Certificates and Financial Statements: If Tenant has any obligation to sign and deliver estoppel certificates and financial statements, Guarantor will have the same obligation to provide estoppel certificates signed by Guarantor and to provide Guarantor's financial statements.

11. Joint and Several Obligations: If this Guaranty is signed by more than one party, or if the obligations of the Tenant are otherwise guaranteed by more than one party, their obligations will be joint and several, and a release or liability limitation of any one or more of the guarantors will not release or limit the liability of any other guarantors.

12. Successors and Assigns: This Guaranty will be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representative, successors, and assigns, and will inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may, without notice to or consent of Guarantor, assign this Guaranty, the Agreement, or the rents and other sums payable under the Agreement, in whole or part.

13. Governing Law: The Guaranty is made under and will be governed by California law in all respects, including matters of construction, validity, and performance. The Guaranty may not be waived, altered, modified, or amended except in a writing signed by an authorized officer of Landlord any by Guarantor. Any action arising out for this Guaranty may be brought in the county where the property is listed.

14. Severance: If any provision of this Guaranty is invalid under the laws of any jurisdiction, this Guaranty will be construed as if it did not contain that provision.

15. Counterparts, Electronic and Fax Signatures: This Guaranty may be executed in counterpart, each which will be a valid and binding original, but all together will constitute one and the same instrument. Landlord may rely on a faxed or electronic copy of this Guaranty as if it was the original.

_____	_____	_____
Guarantor Printed Name	Guarantor Signature	Date

_____	_____	_____
Landlord	Landlord Signature	Date

State Of

County Of

Guarantor Initials