

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) EXECUTED BY EAGLE POINT MANAGEMENT, INC. (“Landlord”) and _____ (“Tenant”), A COPY OF WHICH LEASE IS ATTACHED HERETO.

- 1. UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Tenant of all of the duties and obligations of Tenant under the Lease and further covenants with the Landlord that if the default shall at any time be made by the Tenant in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Tenant contained in the Lease, Guarantor will pay the Landlord or Landlord’s successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Tenant, on receipt of written notice of such violation or default from Landlord or Landlord’s successors or assigns. Releasing or assignment of the Lease by Tenant with or without Guarantor’s approval shall not affect Guarantor’s liability under this Guaranty. Modifications or amendments to the Lease or extensions, renewals, or apartment reassignment of or during the Lease Term shall not affect Guarantor’s liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions.
- 2. NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor’s acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Tenant’s default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord’s rights under the Lease. This Guaranty applies to the Lease with the above Lease Date and will be valid and continuous through the Lease Term, any renewals of the Lease, transfers to other apartments, and resigning of a new lease within the same Apartment Community. The Lease may be extended, renewed or resigned and will be subject to and covered by this Guaranty without further notice, authorization or signature of the Guarantor(s).
- 3. ENFORCEMENT.** This Guaranty shall be binding upon the Guarantor and Guarantor’s personal representatives, notwithstanding any change in status or organization of the Landlord or Tenant or any reletting by Tenant. Suit may be brought against any single Guarantor or against all Guarantor’s without impairing the rights of Landlord, its successors or assigns, against other Guarantor’s. If Tenant is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorney’s fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of the Guaranty, the prevailing party shall be entitled to recover reasonable attorney’s fees from the non-prevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Tenant’s lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord’s rights against the Tenant shall not operate to release Guarantor from Guarantor’s obligations under this Guaranty.
- 4. MISCELLANEOUS.** Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.

Guarantor Address: _____

Guarantor Phone Number: _____ Guarantor Email Address: _____

In witness whereof, the undersigned have executed this Guaranty Agreement on _____.

Guarantor Signature

Management Signature