



GUARANTY AGREEMENT

To be completed & signed by Parent/Guardian (Guarantor)

Note: Landlord will not accept any mark-ups (deletions nor additions) to this agreement

The undersigned hereby agrees to GUARANTEE to the LANDLORD the payment of rent, and all other financial obligations of the below listed TENANT. In addition, I/we GUARANTEE the performance by TENANT of all provisions of the LEASE AGREEMENT including, but not limited to, payment of any damages which the unit may incur during the lease term. I/We further agree to pay all of LANDLORD'S expenses, including reasonable attorney's fees, incurred in enforcing the Lease provisions and/or enforcing this GUARANTEE.

Unless released in writing by LANDLORD, Guarantor shall remain obligated by the terms of this Guaranty Agreement for the entire period of the tenancy as provided by the Lease Agreement and for any assignments, subletting, continuation, extensions, renewals including transfers to other properties managed by Icon Properties.

Guaranty unconditional. Guarantors' obligations under this Guaranty are unconditional and are not conditioned on the validity of any provision of the Lease or any other agreement prepared in connection with the Lease.

Unenforceability of a provision. If any provision of this Guaranty is invalid against any party or in any circumstance or is unenforceable to any extent, the application of the rest of this Guaranty in regard to other parties or circumstances shall not be affected but shall be enforced to the greatest extent permitted by law.

In the event of a breach of the Lease, a separate action may be brought against Guarantor under this Guaranty, regardless of whether an action is brought against Tenant. At Landlord's option, Guarantor may be joined in any action commenced by Landlord against Tenant. Guarantor waives any demand by Landlord or prior action by Landlord against Tenant.

Guarantor consents to (a) all forbearance, indulgences, and extensions of time Landlord may afford Tenant and (b) Landlord's waiver of any right or remedy against Tenant under the **Lease**. Guarantor agrees that no action or inaction on the part of Landlord will affect or modify the liability of Guarantor.

This Guaranty remains and continues in full force and effect notwithstanding (a) any modification or amendment of the Lease; (b) any extension or renewal of the Lease; (c) any assignment or subletting of Tenant's interest in the Lease; or (d) any bankruptcy, reorganization, receivership, or insolvency proceedings of any nature instituted by or against Tenant or Guarantor. Guarantor waives notice of any such proceedings and agrees that the liability of Guarantor is based on the obligations in the Lease as it may be modified, amended, extended, renewed, assigned, or sublet.

Guarantor waives notice of the acceptance of this Guaranty. Guarantor waives notice of breach, default, or nonperformance by Tenant of its obligations under the Lease and waives their right to a jury trial.

This **Guaranty** will survive the termination or expiration of the Lease. This **Agreement** shall be governed, construed and enforced under the laws of the State of Michigan. Venue for any litigation arising under this Guaranty Agreement shall be resolved in the courts of Kalamazoo County, State of Michigan.

GUARANTOR ACKNOWLEDGES AND AGREES THAT THEY HAVE FULLY READ, COMPLETELY UNDERSTANDS, AND VOLUNTARILY, WITHOUT DURESS OR COERCION OF ANY KIND, ENTERS INTO AND EXECUTES THIS GUARANTY AGREEMENT AND THE RELEASE AND WAIVER OF JURY TRIAL PROVISIONS CONTAINED HEREIN, AND ACKNOWLEDGES THAT THEY HAVE BEEN REPRESENTED AND ADVISED BY COUNSEL OF THEIR CHOOSING OR HAD AMPLE OPPORTUNITY TO BE REPRESENTED BY COUNSEL DURING THE PENDENCY OF THE NEGOTIATIONS THAT RESULTED IN THE DRAFTING AND EXECUTION OF THIS AGREEMENT.

PLEASE COMPLETE THE BELOW SECTION IN ITS ENTIRETY, INCLUDING SUBMISSION OF A PHOTOCOPY OF YOUR DRIVER'S LICENSE.

IMPORTANT NOTE: We understand the importance of keeping your personal information secure. However, unless the entire 12 month rental obligation is paid in full in advance, your full social security number is REQUIRED for the tenant approval process. Please feel free to contact us if you wish to call in your social security number.

Parent/Guardian:

First Name _____ Middle _____ Last Name _____

Social Security # _____ Birth Date _____ Phone (____) _____

Address: _____
Street _____ City _____ State _____ Zip _____

Current Employer _____ Gross Monthly Earnings \$ _____

Co-Parent/Guardian:

First Name _____ Middle _____ Last Name _____

Social Security # _____ Birth Date _____ Phone (____) _____

Address: _____
Street _____ City _____ State _____ Zip _____

Current Employer _____ Gross Monthly Earnings \$ _____

**THIS FORM MUST BE ACCOMPANIED BY A COPY OF THE
GUARANTORS' DRIVERS LICENSE**

I/We certify that the above information given is true and correct. You are hereby authorized to make any investigation of my (our) personal and financial history and pull a credit report through a credit-reporting agency. I/We hereby authorize the release of all information, including credit, employment, salary and rental information to any credit-reporting agency.

Guarantor Signature _____ Co-Guarantor Signature _____

Tenant's Name _____ Relationship, *if other than parent* _____

Preferred **Guarantor** email for correspondence _____

By supplying a valid email address, Guarantor will be provided separate log-in credentials to access our Online Tenant Portal. With the online tenant portal you can view account balances, pay rent online, receive monthly statements, and more.