

**GUARANTOR JOINDER**

**Name of Applicant:** \_\_\_\_\_

<u><b>PARENT/GUARANTOR INFORMATION</b></u>				
Name of Guarantor: _____				
(Full Legal Name)	First	Last	Middle	
Address: _____				
Street	City		State	Zip Code
Guarantor's Work #: _____		E-Mail Address: _____		
Home Phone # _____	Social Security #: _____		Tax ID#: _____	
	(U.S. Residents)		(Int'l Residents)	
Date of Birth: _____		Drivers License#/State of Issue: _____		
# Years at Residence: _____				
Name of Employer: _____	Length of Employment: _____		Monthly Income: _____	

Each Guarantor jointly and severally with all other Guarantors, if any, identified below, or as tenants by entirety if married, hereby guarantees the observance and performance when due of all agreements and obligations of Tenant under the attached Lease, Community Rules and Regulations, Terms and Conditions and all other addenda attached thereto, as same may be amended, renewed or extended from time to time by Landlord and Tenant, including without limitation, payment of all Rent when due. Guarantor's obligation hereunder is that of a surety, and in the event of a default by Tenant, Landlord may proceed against Guarantor without first proceeding against Tenant. This Guaranty is an irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor without the necessity of any suit or proceedings of any kind or nature whatsoever by Landlord against Tenant and without the necessity of resorting to any security under the Lease or any need to give notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by applicable law). Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, Community Rules and Regulations, Terms and Conditions and all other addenda attached thereto, or available at law. Guarantor shall be primarily obligated under the Lease, Community Rules and Regulations, Terms and Conditions and all other addenda attached thereto, as if Guarantor had executed the Lease as Tenant.

This instrument shall be an absolute, continuing, irrevocable and unconditional guaranty of payment and performance and not a guaranty of collection, and Guarantor shall remain liable on the obligations hereunder until the payment and performance in full of the Guaranteed indebtedness.

Guarantor acknowledges that, if Guarantor is married, this document will also be signed by Guarantor's spouse who, by such signature, will agree with all terms and conditions contained herein.

Guarantor waives receipt of all notice from Landlord hereunder and under the Lease, Community Rules and Regulations, Terms and Conditions and all other addenda attached thereto, (except any non-waivable notices required by applicable law), including without limitation notice of default by Tenant and notice of any amendment of the Lease, Community Rules and Regulations, Terms and Conditions or other addenda by Tenant. This Guaranty and/or any of the provisions hereof cannot be modified, waived or terminated unless such modification, waiver or termination is in a writing signed by Landlord. Guarantor acknowledges that neither Landlord nor Agent has made any representations to Guarantor concerning the safety of the Facility or the Premises. Guarantor acknowledges that Landlord and Agent

neither warrant nor guarantee the safety or security of Tenant or its guests against any criminal, tortuous or wrongful acts of any person.

This Guaranty shall be enforced and construed in accordance with the laws of the state in which the Facility is located (without regard to principles of conflicts of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of Landlord and its respective heirs, executors, administrators, successors and assigns. By execution of this joinder, Guarantor represents that although the Tenant may not have yet reached the age of 18, the Guarantor Joinder is valid notwithstanding any attempt by Tenant to invalidate the Tenant's contractual obligations because of his or her age.

I/We hereby authorize Landmark to use any consumer reporting agency, credit bureau or other investigative agencies employed by such, to investigate the references herein listed or statements of other data obtained from me/us or any other person pertaining to my/our employment history, prior credit tendencies, character, general reputation, personal characteristics, and mode of living, to obtain a consumer report and such other credit information which may result thereby, and to disclose and furnish such information to the owner's agent listed above in support of this application. I/We have been advised that I/we have the right, under Section 606B of the Fair Credit Reporting Act, to make a written request, within reasonable time, for a complete and accurate disclosure of the nature and scope of this investigation. I/We warrant and agree to the terms and conditions which I/we have read and understand.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ SS COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) DL # \_\_\_\_\_ to be the person whose name is subscribed to the within instrument and acknowledge that he (she) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ SS COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) DL # \_\_\_\_\_ to be the person whose name is subscribed to the within instrument and acknowledge that he (she) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

**FOR OFFICE USE ONLY**

Guarantor signature was verified by owner's representative who personally appeared before me to be the person whose name is subscribed.

Verification was by: Date of contact \_\_\_\_\_

Driver's License Number and State of Issue:

\_\_\_\_\_

Name of Owner's Representative who talked to Guarantor \_\_\_\_\_