

GUARANTEE OF RENTAL AGREEMENT

1. In consideration of the execution of the Lease dated, _____, for the premises located at: (address) _____ by and between Sierra Property Management as Agent/Lessor and (tenant name) _____, as Resident/Lessee, and for valuable consideration, receipt of which is hereby acknowledged, the undersigned (guarantor) _____, herein Guarantor, does hereby guarantee, unconditionally, to Lessor, its successor, including management companies, the prompt payment by Lessee of the rent or any other sums which become due pursuant to the Lease, a copy of which shall be provided to you by the Lessee, including any and all court cost or attorney's fees incurred in enforcing the Lease.
2. In the event of breach of any terms of the Lease by Lessee, Guarantor shall be liable for damages, financial or physical, caused by Lessee, including any legal fees incurred in enforcing the Lease.
3. This Guarantee may be immediately enforced by Lessor (Owner or Agent,) upon any default by Lessee and an action against Guarantor may be brought at any time without first seeking recourse against Lessee.
4. The insolvency of Lessee or nonpayment of any sums due from Lessee may be deemed a default giving rise to action by Lessor against Guarantor.
5. If any legal action or other proceeding is brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.
6. This Guarantee does not confer a right to possession of the premises by Guarantor, and Lessor is not required to serve Guarantor with any notices to terminate or perform covenants, including demand for payment of rent, prior to Lessor proceeding against Guarantor for Guarantor's obligations under this Guarantee.
7. Unless released in writing by Lessor, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy provided by the Lease and for any extensions granted pursuant thereto.
8. In the event of any legal action, the parties agree that venue should be in the Superior Court of the State of California, County of Santa Barbara.

PARENT(S) OR LEGAL GUARDIAN(S) SIGNATURE(S) MUST BE NOTARIZED AND RECEIVED WITHIN 10 DAYS OF THE DATE THE LEASE IS SIGNED.

_____	_____
Guarantor's Signature	Guarantor's Printed Name
_____	_____
Guarantor's Street Address	City, State, and Zip Code
_____	_____
Guarantor's Area Code and home Telephone Number	Area code and Office Telephone Number
_____	_____
Guarantor's Employer's Name	Employer's Address
_____	_____
Guarantor's Social Security Number	Guarantor's Driver's License Number
_____	_____
Guarantor's Email Address	

Please return to Lessor by first class mail to:

Sierra Property Management
5290 Overpass Road, Building C Santa Barbara, CA 93111 (805) 692-1520

THIS GUARANTEE REQUIRES THE SIGNATURES TO BE NOTARIZED UNLESS THEY ARE SIGNED IN THE OFFICE WITH THE LESSOR PRESENT. WE DO NOT ACCEPT GUARANTEES WITH CONDITIONS, NO EXCEPTIONS.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

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 the same 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 _____ (Seal)