

INDIGO PLACE GUARANTOR JOINDER

Name of Applicant: _____ **Relationship to Applicant:** _____

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

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified below, or (as applicable) 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, 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 or available at law. Guarantor shall be primarily obligated under the Lease as if Guarantor had executed the Lease as Tenant.

Guarantor waives receipt of all notice from Landlord hereunder and under the Lease (except any non-waivable notices required by applicable law), including without limitation notice of default by Tenant and notice of any amendment of this Lease 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 waives trial by jury in any litigation involving the Lease or this Guaranty. Notwithstanding any contrary provision of the Lease, this Guaranty or of non-waivable law, no Landlord Party (as defined in the Lease) shall be responsible to any Tenant Party (as defined in the Lease), and Guarantor, for itself and all other Tenant Parties, hereby releases all Landlord Parties from, covenants not to sue any Landlord Party with respect to, and shall indemnify and hold harmless all Landlord Parties against, all claims, losses, damages, suits, actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death or property damage or theft occurring in or with respect to the Unit or the Facility, to the extent caused by or affecting Tenant or any guest of Tenant at the Premises, (ii) any crime or tortuous act occurring or committed in the Unit or the Facility, to the extent caused by or affecting Tenant or any guest of Tenant at the Premises, (iii) any personal conflict between Tenant and any other person occurring at the Facility, (iv) any interruption or failure of heat, electrical, water, sewer, telephone, cable TV, telephone or any other service at, or the malfunction of any machinery or appliances serving the Premises, and (v) any defect in the heating, gas, electrical, water, or sewer systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of Landlord or Agent. Guarantor acknowledges that neither Landlord nor Agent has made any representations to Guarantor concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at 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 and hereby releases all, and covenants not to sue any, Landlord Parties, and waives any and all claims, liability, suits, actions, and causes of action against any Landlord Party, with respect to all personal injury, death or property damage suffered by Tenant as a result of any criminal, tortuous or wrongful act by any person, including without limitation another tenant of the Facility, but excluding Landlord and Agent.

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 all Landlord Parties and their respective heirs, executors, administrators, successors and assigns. By your execution of this joinder, you represent that although the resident may not have yet reached the age of 18, the Guarantor Joinder is valid notwithstanding any attempt by resident to invalidate the Resident's contractual obligations because of the resident's age.



