



**Rose-Lo Properties, LLC
RESIDENTIAL LEASE GUARANTY**

THIS RESIDENTIAL LEASE GUARANTY (“Lease Guaranty”), is executed and made as of the _____(day) of _____(month), _____(year), by the person(s) whose name(s) are signed below (“Guarantor(s)”), in favor of Rose-Lo Properties, LLC (“Lessor”) or its agent.

WITNESSETH: THAT

WHEREAS, Lessor has entered into a Lease Agreement with, _____(tenant), _____(tenant), _____(tenant), _____(tenant), and _____(tenant), (collectively, “Tenant”), dated _____(month), _____(day), _____(year), as the same may be amended or extended from time to time, with or without the knowledge of Guarantor(s) (the “Lease”); and

WHEREAS Lessor will enter in the Lease only if Tenant’s compliance with, and payment, performance, and observation of, all the payments, covenants, terms, conditions, and agreements in the Lease to be complied with, or paid, performed or observed, by Tenant is guaranteed by the Tenant’s parent(s), guardian or other responsible third party; and

WHEREAS, to induce Lessor to enter the Lease, Guarantor(s) is willing to guarantee Tenant’s compliance with, and payment, performance and observation of, all of the payment’s covenants, terms, conditions and agreements in the Lease to be complied with, or paid, performed or observed, by Tenant upon the terms and conditions hereinafter set forth; and

WHEREAS, Guarantor(s) has received a copy of the Lease and is familiar with its terms, and Guarantor(s) understands Tenants may modify or extend the terms of the Lease and Lessor has no duty to inform Guarantor(s) of same.

NOW, THEREFORE, Guarantor(s) (jointly and severally, if applicable) agrees as follows:

1. Guarantor(s) hereby absolutely and unconditionally guarantees to Lessor the prompt and full compliance with, and payment, performance and observance of, in any and all events, all of the payments, covenants, terms, conditions and agreements in the Lease (as the same now exists or as altered, amended, modified, supplemented, extended or renewed at any time or from time to time hereafter) to be complied with, or paid, performed or observed, by Tenant, and hereby agrees to pay all expenses, including reasonable attorneys’ fees, paid or incurred by Lessor in endeavoring to enforce compliance with, or payment, performance or observance of, any such payment, covenant, term, condition or agreement and/or in endeavoring to enforce this Lease Guaranty.

2. Guarantor(s) shall be and remain absolutely liable to Lessor in all events for compliance with, and payment, performance and observance of, all of the payments, covenants, terms, conditions and agreements in the Lease (as the same shall exist at any time or from time to time hereafter, including any amendments thereto, whether Guarantor(s) has knowledge of such amendments or not) to be complied with, or paid, performed or observed, by Tenants to the same extent as if Guarantor(s) were primary party to the Lease.

3. Upon default by Tenant in the compliance with, or the payment, performance and observance of, any payment, covenant, term, condition and agreement in the Lease (as the same shall exist at any time or from time to time hereafter) to be complied with or paid with, or paid, performed or observed, by Tenant, Guarantor(s) shall, and hereby agreed to, promptly cure such default and pay all damages, costs and expenses which Lessor may incur as a result thereof, and Lessor may forthwith proceed on a court of competent jurisdiction to enforce this Lease Guaranty against Guarantor(s) without having first proceeded against or exhausted its remedies against Tenant.

4. Lessor may, at any time or from time-to-time hereafter without notice to Guarantor(s), and without affecting, discharging, or impairing Guarantor's liability hereunder, (a) agree with Tenant to alter, amend, modify, supplement, extend, renew, or otherwise change the Lease, in whole or in part, and/or (b) delay, fail, forbear or neglect to enforce the Lease or any right or remedy thereunder against Tenant. Guarantor's liability hereunder shall not be affected, discharged or impaired by the bankruptcy or insolvency of Tenant, its successor or assigns, or by the disaffirmation or abandonment of this Lease by any trustee or receiver of Tenant, its successors and assigns.

5. Guarantor(s) hereby expressly waives: (a) notice of the acceptance of this Lease Guaranty; (b) notice of the existence, creation, alteration, amendment, modification, supplementation, extension, renewal or any other change in the Lease; (c) notice of default, and all other notices, presentation and demands whatsoever; and (d) all diligence on the part of Lessor in enforcement of compliance with, and payment, performance and observance of, any payment, covenant, term, condition and agreement in the Lease.

6. No delay on the part of Lessor in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Lessor of any right or remedy hereunder shall preclude other or future exercise thereof or the exercise of any other right or remedy.

7. This Lease Guaranty shall be binding upon Guarantor(s), his/her personal representative, successors, and assigns, and shall inure to the benefit of Lessor, its successors, and assigns.

8. The parties and Guarantor(s) agree that Indiana law will apply in interpreting this Lease. The Guarantor(s) knowingly, voluntarily, and intentionally waive the right either of them may have to litigate or submit any dispute regarding or relating to the Lease to any court or venue outside Monroe County, Indiana, and agree that the courts in Monroe County, Indiana, will have jurisdiction over any dispute.



IN WITNESS WHEREOF, Guarantor(s) has executed this Residential Lease Guaranty as of the day and year first above written.

Guarantor Signature: _____

Printed: _____

Guarantor
Email Address: _____

Permanent Address: _____

SSN# or DL#: _____

Telephone Number: _____

Tenant Name: _____

Tenant
Email Address: _____

Leased Address: _____

*Due to personal information original documents on file