

**STATE OF GEORGIA  
ATHENS CLARKE COUNTY**

**PARENTAL OR SPONSOR GUARANTY**

THIS GUARANTY is executed by the undersigned Guarantor, \_\_\_\_\_, (hereafter "Guarantor"). It is understood that \_\_\_\_\_, (hereafter "Tenant"), has applied to become a Tenant of Athens Real Estate Group, LLC (hereafter "Landlord"). Attached hereto as Exhibit "A" and incorporated herein by reference, is a copy of the Lease and Rules and Regulations which will be signed by the Tenant. As a condition precedent to acceptance by Landlord of the Tenant, the prospective Tenant's parent, grandparent, guardian, or other sponsor personally and unconditionally shall guaranty all obligations of the Tenant with respect to the Lease and Rules and Regulations. The requirement of this Guaranty is in recognition that many Tenants lack independent financial means, and that Landlord would not enter into a lease with Tenant in the absence of the present Guaranty. This Guaranty shall remain in full force and effect irregardless of the financial means, or lack thereof, of the Tenant.

The Guarantor represents that his relationship to the Tenant is that of \_\_\_\_\_.

In order to induce the Landlord to enter into the Lease with the Tenant, the Guarantor does hereby jointly and severally guaranty the payment, in full, of any obligations under the Lease to be executed by the Tenant and the performance of any and every obligation under said Lease, expressly including, without limitation, the obligation to pay all rents due for the entire lease term, whether or not occupancy is ever accepted by the Tenant, whether or not the Tenant remains in occupancy, including instances of eviction due to any default under the Lease, the duty to pay any and all costs of repair or damages to the Premises, or the building or common areas surrounding the Premises, and to pay any and all amounts, including fines imposed pursuant to the Rules and Regulations. In addition, the Guarantor shall be fully responsible to pay all attorneys fees incurred by the Landlord in connection with any collection or enforcement action or actions under the Lease and or Rules and Regulations.

This Guaranty may be fully enforced against the Guarantor without any requirement of first seeking recovery from Tenant or any other responsible party. Guarantor consents that any proceeding to enforce this Agreement or related rights may be brought in any court sitting in the judicial district or circuit in which the Premises is located, and Guarantor consents to Personal Jurisdiction of such court or courts and agrees he may be served with process by certified United States Postal Service mail sent to Guarantor at the address shown below, or any other address of the Guarantor. Any action or actions to enforce this Guaranty shall be governed by the Laws of the State of Georgia.

The Guarantor hereby waives: (1) renewal or notice of any extension or extensions of time within which any payment for rents, damages or repairs, or the performance of the obligations shall be due; (2) the necessity of recourse against the Tenant by Landlord; (3) any understanding that any other person, firm or corporation was to sign this Guaranty; (4) the incapacity or bankruptcy of Tenant or any other guarantor or guarantors; or (5) any notice of change or amendment to this Lease, the rules and regulations, or the right to any notice of default.

Any renewal of Leases by the Tenant and the Landlord, or new leases entered into between same, shall be subject to this Guaranty, and the Guarantor expressly consents to be bound to all future leasehold agreements between Landlord and Tenant.

Failure of the Landlord to enforce any rights of recovery against other occupants of the Premises, whether signatories to the Lease or not, shall not release Guarantor from full payment of monies due as a result of the Lease.

**\*\*CONTINUED ON FOLLOWING PAGE\*\***

**NOTICE**

**THE EXECUTION OF THIS GUARANTY IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSON OR PERSONS WHOSE NAME OR NAMES ARE SHOWN BELOW. LANDLORD RESERVES ALL RECOURSE, BOTH CIVIL OR CRIMINAL, RESULTING FROM A FALSE OR INVALID EXECUTION HEREOF. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THE LEASE, OR ANY SUBSEQUENT LEASE BETWEEN THE LANDLORD, OR LANDLORDS ASSIGNS OR SUCCESSORS AND TENANT. IN THE EVENT OF RECOVERY AGAINST THE GUARANTOR, GUARANTOR HEREBY AGREES TO RELEASE INFORMATION FROM ANY BANK, SAVINGS AND LOAN, EMPLOYER, AND ANY LENDER FOR COLLECTION PURPOSES.**

**GUARANTOR**

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Guarantor Home Address: \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

Guarantor E-mail Address: \_\_\_\_\_

**DL#/ State (required):** \_\_\_\_\_ **SS# (required):** \_\_\_\_\_

Guarantor Telephone #: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Employer Phone #: \_\_\_\_\_

Sworn and Subscribed me this \_\_\_\_\_ day

Of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary \_\_\_\_\_ (Seal)

My commission expires: \_\_\_\_\_