

CONTINUING GUARANTY OF PAYMENT OF RENT UNDER LEASE

GUARANTY made the date set forth below by the undersigned who resides at the address indicated below, hereinafter referred to as Guarantor, to College Club Apartments, hereinafter referred to as Landlord:

Recitals

Landlord has agreed to lease the premises described below to the person named below as Resident conditioned on Guarantor's giving security for payment of rent and performance of the lease with the Resident in the form of this personal guaranty. In consideration of Landlord's entering into lease with the Resident and the Guarantor agrees as follows:

**Section I
Statement of Guaranty**

Guarantor guarantees payment of rent and all other cost and the charges, including attorney's fees, under any lease entered into with the Resident pursuant to the terms of the lease. If Resident defaults in the payment of any installment of rent, Guarantor shall pay the amount of such installment or the accelerated balance at the option of Landlord, within ten (10) days after the notice of the default and demand for payment mailed to the Guarantor's address set forth below. Guarantor's liability under this guaranty shall not be affected by the reason of any extension of time for payment of any installment granted by Landlord to Resident or by reason of any consent to sublease given by Landlord at Resident's request.

**Section II
Duration**

This guaranty may not and shall not be revoked during the term of the lease or if the lease is renewed, even if on different terms.

**Section III
Attorney Fees, Costs and Interest**

Guarantor agrees to pay Landlord's actual attorney's fees and expenses in the enforcement of the lease and this guaranty prior to subsequent to judgment and in any and all trial and appellate tribunals, whether suit be brought or not, if, after default, counsel shall be employed by Landlord. All amounts due hereunder shall bear interest at the highest rate allowed by law from the date of default until paid. This guaranty is to be performed in Leon County, Florida and any action based on this instrument shall be brought in the appropriate court located in that county and in no other court.

**Section IV
Waiver of Notice of Acceptance**

Notice of acceptance of this guaranty is expressly waived. When used herein, the singular pronoun or verb shall include plural.

Resident Name : _____

Premises: COLLEGE CLUB APARTMENTS

Dated: _____, 200__.

Guarantor's Information

Relationship to Applicant: _____

Name(please print): _____

Address: _____

City/State/Zip: _____

Telephone: (H) _____

(W) _____

Social Security #: _____ **Date of Birth:** _____

Driver's License #: _____ **State Issued:** _____

Guarantor Signature
You represent that all of the information
provided is true and complete, and you
authorize verification of the information and

This was sworn before me on the _____ Day of _____, 200__.
The person above has either produced ID _____ or is personally known to me.
My commission expires on: _____.



Notary Signature

Notary Printed Name