



## Lease Guaranty

Tenant Name:

I hereby guarantee all payment and performance obligations of the listed Tenant under the Aspen Ames Iowa Lease Agreement with Breckenridge Group Ames Iowa, LLC as Landlord and any addenda and amendments thereto. I understand that my liability under this Guaranty is limited to the obligations of the Tenant(s) listed above only, and not to any other resident(s) of the Dwelling. I further understand that if the Tenant for whom I am signing this Guaranty chooses to sign a Joint Dwelling Selection Addendum that my liability under this Guaranty will be for the full value of the selected Unit divided equally by the current number of Tenants sign said Joint Dwelling Selection Addendum.

I hereby waive notices of acceptance of this Guaranty and all other notices in connection herewith or in connection with the obligations guaranteed hereby. I further agree that Landlord shall not be required to enforce the Lease Agreement against Tenant before seeking enforcement of such obligations hereunder. My liability for Tenant's obligations under the Lease Agreement is joint and several with the Tenant and any decision by Landlord to release the Tenant from any or all liability under the Lease Agreement will not operate to release me from my obligations under this Guaranty. This Guaranty is a guaranty of payment and performance, and not collection.

By signing this Guaranty, I acknowledge that I have read the Lease Agreement and any addenda and amendments thereto (documents may be viewed at our website, [www.myaspenheights.com](http://www.myaspenheights.com)). This Guaranty shall not be affected by any change in Dwelling unit or other residents agreed to under the terms of the Lease Agreement and any addenda and amendments thereto.

THIS GUARANTY SHALL BE A CONTINUING GUARANTEE AND SHALL REMAIN IN FULL FORCE AND EFFECT IF TENANT RENEWS THE LEASE BEYOND THE TIME PERIOD OF THE ORIGINAL LEASE AGREEMENT AS LONG AS THE LEASE IS RENEWED ON OR BEFORE AUGUST 1, 2022. IF THE RENEWAL LEASE INCLUDES INCREASED MONTHLY RENTAL OR OTHER FINANCIAL TERMS, THEN GUARANTOR'S LIABILITY UNDER ITS GUARANTY SHALL BE LIMITED TO GUARANTOR'S POTENTIAL FINANCIAL OBLIGATION UNDER THE ORIGINAL TERMS OF THE LEASE.

This Guaranty is part of the Lease Agreement and is performable in Story County, Iowa, where the Dwelling is located. Landlord's rights under the Lease Agreement and any addenda and amendments thereto shall not be waived by Landlord's delay or failure to exercise any of its rights or remedies, including the giving of notices or the making of demands. By signing this Guaranty and providing the Guarantor Information requested on the following page, I hereby consent to and authorize the Landlord's investigation into my credit worthiness. I grant such consent and authorization to Landlord for the period commencing as of the date of this Guaranty and terminating at the date set for the termination of the Lease, including any renewals. I understand Landlord has the right to answer questions about its credit experience with me. This includes, but is not limited to, credit reporting agencies. In lieu of having Landlord run a credit check on me, I can pay the first and last installment of the Rent upon execution of this Guaranty and will pay, to the extent not paid by Tenant, the remaining balance of the Rent under the Lease Agreement on or before August 1, 2017 notwithstanding any language in the Lease.

Subject to the last sentence above, Guarantor must provide all of the following information to Landlord:

### Guarantor's Information:

Name:

Address:

Home Phone:

Work Phone:

Cell Phone:

D.O.B.:

E-mail Address:

Social Security Number:

Driver's License Number and State:

Monthly Income:

\*All information is necessary for completion of credit check

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

Printed Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_