



## Lease Guaranty

Tenant Name:

I have a substantial economic interest in the above named Tenant and in consideration of and in order to induce Landlord to enter into the Lease with Tenant hereby guarantee all payment and performance obligations of the listed Tenant under the Aspen Syracuse New York Lease Agreement with Breckenridge Group Syracuse New York, 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 except as otherwise noted. 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 include, amongst other things, the full rental amount of the selected Unit divided equally by the current number of Tenants that 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 is an absolute and unconditional guaranty of payment and performance, and not collection, and the obligations hereunder are independent obligations of Guarantor. The absolute and unconditional nature of this Guaranty is irrespective of any lack of validity of the Lease or any other agreement or instrument related thereto, or any other circumstances that might otherwise constitute a defense to this Guaranty. The Guarantor, in providing this Guaranty, is not relying on any explicit or implicit representation by anyone – whether oral or in writing.

By signing this Guaranty, I acknowledge that I have read the Lease Agreement and any addenda, renewals 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 this Guaranty shall remain in full force and effect as to any extension, modification, assignment or amendment of the Lease.

**THIS GUARANTY SHALL BE A CONTINUING GUARANTEE AND SHALL REMAIN IN FULL FORCE AND EFFECT IF TENANT RENEWS THE LEASE (WITHOUT THE NEED FOR A NEW GUARANTY FROM ME), WHETHER IN THE DWELLING OR ANY OTHER DWELLING IN THE NEIGHBORHOOD, BEYOND THE TIME PERIOD OF THE ORIGINAL LEASE AGREEMENT AS LONG AS THE LEASE IS RENEWED ON OR BEFORE AUGUST 1, 2022.**

This Guaranty is part of the Lease Agreement and is performable in Syracuse County, New York, 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.

This Guaranty cannot be changed or terminated orally, and shall be governed and construed in accordance with the laws of the State of New York. Guarantor expressly submits and consents to the jurisdiction of the state and federal courts located in the State of New York, County of Syracuse, with respect to any claim or demand upon Guarantor based upon this Guaranty or any amendment or supplement thereto.

Guarantor may, at Landlord's option, be joined in any action or proceeding commenced by Landlord against Tenant in connection with, and based upon, the failure of Tenant to perform under the Lease and Guarantor understands that recovery may be had against Guarantor in such action or proceeding or any independent action or proceeding against Guarantor, without Landlord first asserting, prosecuting, or exhausting any remedy or claim against Tenant or any assignee of Tenant.

Guarantor expressly waives any right to trial by jury for any matter arising out of this Guaranty or the Lease. This agreement to waive right to trial by jury does not include claims for personal injury or property damage. Guarantor expressly waives the right to interpose any counterclaims against Landlord or Landlord's agents.

This Guaranty is binding upon Guarantor's heirs, distributes, executors, administrators, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

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