

MANHATTAN CHRISTIAN COLLEGE – ANDERSON VILLAGE LLC

1431 ANDERSON AVE., MANHATTAN, KS 66502
785-537-2332

PARENTAL OR SPONSOR GUARANTY

The person or persons whose names are signed and printed below execute this guaranty agreement. It is understood that (print name) _____ has applied to become a LESSEE thru MCC - Anderson Village LLC in the apartment complex, townhome community or property known as and/or located at _____. Attached hereto and incorporated LESSEE, subject to completion as appropriate. The prospective LESSEE's parent, guardian or other sponsor personally and unconditionally guarantees that all obligations to the LESSEE with respect to the Lease the Landlord requires, as a possible condition of the acceptance of such LESSEE. The requirement of this guaranty is in recognition that most of the LESSEE's going to school do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the LESSEE, herein by reference is a copy of the lease form that will be signed by the LESSEE.

The undersigned represents that his or her relationship with the prospective LESSEE is that of _____ (parent, guardian, uncle, aunt or specify other).

In order to induce Landlord to lease to the LESSEE described above, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of any obligations under the Lease to be executed by the LESSEE and the performance of any and every obligation arising thereunder, expressly including, without limitation, the obligation to pay rent for the entire term, whether or not occupancy is ever accepted by the LESSEE, the duty to pay any and all costs of repair or damage to the Premises, the unit in which the Premises are located, or the building or common areas of the apartment complex, and to pay any and all amounts, including fines imposed pursuant to the Rules and Regulations, or attorney's fees incurred in the enforcement of the subject Lease. **If person guarantying rent lives outside the USA, you will be required to pay 6 months of rent upon signing lease to be applied to last 6-months of lease.**

This Guaranty may be enforced against Guarantor without the necessity of recourse against LESSEE or any other parties responsible. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought in any court sitting in the judicial district or circuit in which the properties are located. Guarantor consent to personal jurisdiction of such courts and agree that they may be served with process by certified mail and addressed to them at the address shown below. Any actions to enforce this Guaranty shall be governed by the laws of the state in which the apartments are located.

The Landlord will attempt to notify Guarantors, by phone, by mail or by email if the necessary information is provided below, when (1) the LESSEE is behind in rent by 10 or more days; (2) renewal or notice of extension of time within which any payment of rental shall be due; (3) necessity of recourse against LESSEE.

The guarantors waive (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against LESSEE; (3) any understanding that any other person, firm or corporation was to sign this Guaranty; (4) the incapacity or bankruptcy of LESSEE or any other Guarantor; (5) any notice or change or amendment to the lease, the Rules and Regulations, or the right to any notice of default.

Failure of the Landlord to enforce rights of recovery against other occupants of the unit any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of the LESSEE whose name is set forth above in accordance with the terms of the Lease Agreement but shall be solely responsible as though Guarantor were the LESSEE.

In addition to other amounts guaranteed Guarantor agrees to pay a reasonable attorney's fee and all costs imposed under the terms of the Lease or required or appropriate in enforcement of the Guaranty.

NOTICE

THE EXECUTION OF THIS DOCUMENT 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 PERSONS WHOSE NAMES ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL, OR CRIMINAL IN THE EVENT OF A FALSE OR INVALID EXECUTION HEREOF, FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT, IN WHICH THE LESSEE HAS ENTERED.

Make sure to complete all information in a legible manner if you want proper notification of any problems.

EXECUTED on this date _____ .

WITNESSES

Witnesses must be someone other than the other guarantor. That is guarantors may not be a witness for each other nor can the prospective LESSEE be a witness.

Guarantor signature

PRINT Guarantor's Name

Guarantor's Phone & Email

Street Address

City, State, Zip Code

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Guarantor signature

Print Guarantor's Name

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