



Continuing Parental or Sponsor Guaranty

THIS GUARANTY AGREEMENT is executed by the person or persons whose names are signed below. It is understood that _____ (the "Tenant") has applied to become a tenant of The Retreat at Lake Tamaha in Tuscaloosa County, Alabama. The Lease, Leasing Reservation, and Rules and Regulations to be signed by the Tenant are incorporated herein. The Landlord requires, as a possible condition of the acceptance of the Tenant as a resident of The Retreat at Lake Tamaha, that all obligations of the Tenant with respect to the Lease, Leasing Reservation, and Rules and Regulations to be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian, or other sponsor. The requirement of this guaranty is in recognition that the Tenant does not have sufficient independent financial means. However, the obligations of the undersigned guarantor(s) (collectively, the "Guarantor") shall be in force irrespective of the Tenant's financial means.

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

In consideration for and as an inducement to Landlord to enter into the Lease to be executed between Landmark Properties, Inc., its agents, and/or management (collectively, the Landlord") and Tenant, notwithstanding that the Lease may be assigned, the Guarantor does hereby (if more than one guarantor, jointly and severally), on behalf of his or herself, successors or assigns, guarantee the payment in full of all obligations arising under the Lease, Leasing Reservation, and/or Rules and Regulations for the above identified or other location, or any renewal or extension thereof, which are to be executed by the Tenant. Such obligations may include, but are not limited to, monthly rental payments, damages, fines, or fees that may arise in the enforcement of the subject Lease against Guarantor and/or Tenant (including court costs, attorney's fees, and interest). Guarantor understands and agrees that he or she shall be fully bound by all of the terms and conditions set forth in the Lease, Leasing Reservation, and/or Rules and Regulations even if said Lease is declared void or voidable in whole or in part.

Guarantor consents that any proceeding brought to enforce the Lease or Landlord's related rights may be brought in Tuscaloosa County, Alabama. Further, Guarantor agrees that Landlord may enforce these terms against Guarantor without necessity of recourse against Tenant or other responsible parties.

The Guarantor waives (1) notice or demand in the event of non-payment, non-performance or non-observance of any provision in the Lease, Leasing Reservation, and/or Rules and Regulations; (2) any understanding that any other person, firm or corporation was to sign this Guaranty; (3) notice of incapacity or bankruptcy of Tenant or any other guarantor; (4) notice of any change or amendment to the Lease, Reservation, and/or Rules and Regulations; (5) notice of default by Tenant or his or her roommates or guests.

Failure of the Landlord to enforce rights of recovery against other occupants of the Unit or any third parties shall not release Guarantor from the terms of this Guaranty, provided that

Guarantor is only liable for payments or obligations of Tenant whose name is set forth above, but shall be solely responsible as though Guarantor were the Tenant.

I/we, _____, and _____, the undersigned guarantor(s), hereby authorize Landmark Properties to investigate my/our credit, references, employment and any other information necessary or appropriate to determine whether to enter into a Reservation and Lease Agreement with the Tenant for which I/we have guaranteed performance.

Executed this _____ day of _____ 20____.

Guarantor Signature

Guarantor Signature

Print Full Name

Print Full Name

Address

Address

Telephone

Telephone

Social Security Number

Social Security Number

Date of Birth

Date of Birth

Employer

Employer

STATE OF _____

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for the State of _____ at large, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for the State of _____ at large, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20__.

NOTARY PUBLIC
My Commission Expires: _____

LANDMARK PROPERTIES

By: _____

Date

Telephone _____