PARENTAL OR SPONSOR GUARANTY

Apartment Community: **The Marshall** (the "**Community**").

Resident/Resident: Name: _____

In consideration for, and as an inducement to us in making the Lease to Resident, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Resident and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Resident. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Resident might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Resident. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Resident. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Resident, any failure to give notice of default to the Resident or other notices due under the Lease and any duty to give you notice of facts about the Resident. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Resident all without any notice to you or effect on your obligations under this Guaranty. Any obligations Resident has to you are subordinate to Resident's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Resident becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Hennepin** County in the **Minnesota**. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: _____ _____
SIGNATURE OF GUARANTOR DATE

_____
PRINTED NAME OF GUARANTOR

RELATIONSHIP TO RESIDENT: (i.e. Mother, Father, Grandfather, And Grandmother): _____

_____ _____
BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

_____ _____ _____
SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

_____/_____/_____ $_____
DATE OF BIRTH MONTHLY INCOME

_____N O T A R Y_____

STATE OF _____, _____ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, _____.

_____
Notary Public

[NOTARIAL SEAL] My commission expires:

OR

WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.

_____ _____
AUTHORIZED REPRESENTATIVE'S SIGNATURE AUTHORIZED PERSON'S PRINTED NAME

SAMPLE