

**VICTORIA MANAGEMENT**

**P.O. BOX 6475 • SANTA BARBARA • CA 93160-6475 ❖ PHONE (805) 967-4664 ❖ FAX (805) 967-2868**

**COSIGNER APPLICATION AND CONTINUING LEASE GUARANTEE FORM  
AMENDMENT TO THE LEASE**

This Continuing Lease Guarantee is incorporated by reference and made a part of the Lease between Victoria Management and (Tenant) \_\_\_\_\_

For the property located at \_\_\_\_\_

The undersigned Guarantor (Cosigner), in consideration of Owner renting the premises to the Tenant(s), guarantees the following:

- 1) the payment of all rent and /or other charges which may become due under the Rental Agreement or Lease, and
- 2) the payment to the Owner of the costs to repair and all damages to the premises for which the Tenant(s) are liable including the repair or replacement of fixtures, furniture if included, and appliances.
- 3) that all terms, covenants, and provisions of the lease are unconditionally met and agree to all terms of said lease.

This continuing Guarantee shall be for the duration of the original term of the Lease, and any extensions or renewals thereof and for so long as any of the Tenants occupy the premises, and shall continue until Owner has been paid all rent due under the Rental Agreement or Lease, or until the Owner has been paid for any and all damages to the premises, its fixtures, furniture, and appliances for which the Tenant(s) are liable.

Guarantor agrees to remedy any default of Tenant(s) upon Three Days (3) written notice mailed by ordinary first class mail to the Guarantor at either residence or business. Guarantor acknowledges and agrees that service of any notice upon the Tenant(s) shall constitute lawful and valid service of said notice(s) upon Guarantor.

Notwithstanding the fact that the Rental Agreement or Lease, and this Continuing Guarantee do not confer any right of possession of the premises upon the Guarantor, should legal action become necessary, Guarantor agrees to be named as a party defendant in such action, including any unlawful detainer action, and to be jointly and severally liable with the Tenant(s). Owner has no obligation to exhaust legal remedies against Tenant(s) before taking action against Guarantor, and in the event that this Continuing Guarantee could be construed to create a suretyship relationship, Guarantor hereby expressly and irrevocably waives any right to assert against Owner any defense (legal or equitable), subrogation, set-off, counterclaim or other right, including, without limitation, (a) the right to require Owner to proceed against Tenant(s) or any other obligor (b) the right to pursue any other remedy in Owner's power whatsoever, (c) the right to have Guarantor's property or that of any other obligor first applied to the discharge of the obligations arising hereunder, (d) all rights and benefits under any applicable law purporting to reduce a surety's obligations in proportion to the obligation of the principal or providing that the obligation of a surety or guarantor must neither be larger nor in other respects more burdensome than that of the principal, and (e) the benefit of any statute of limitations affecting the obligations arising hereunder or Owner's liability hereunder. Guarantor expressly acknowledges that it will be and remain fully liable for the indebtedness hereunder and expressly acknowledges the reliance hereon of the Owner.

Guarantor hereby affirms that the information given below is true and authorizes verification of all references given, and understands that a credit check will be conducted. Guarantor shall keep Owner informed of Guarantor's current residence and business address and any changes in phone numbers.

Guarantor's Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_ Relationship to Tenant \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How Long? \_\_\_\_\_

Residence Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Present Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long? \_\_\_\_\_

Address \_\_\_\_\_ Income per month \_\_\_\_\_

**SIGNATURE MUST BE NOTARIZED AND ORIGINAL RETURNED TO VICTORIA MANAGEMENT TO BE VALID.**

\_\_\_\_\_  
Guarantor's Signature

Date \_\_\_\_\_