

# COSIGNER ADDENDUM

## Sweyer Property Management

**PROPERTY ADDRESS:** \_\_\_\_\_

**LEASEHOLDER(S):** \_\_\_\_\_

**RENTAL AMOUNT: \$** \_\_\_\_\_ **MOVE IN DATE:** \_\_\_\_\_

As a condition to and as part of the consideration for the above described Lease, you are being asked to guarantee the payments of:

- All tenants for the rental property listed above. Please be aware that you are responsible for ALL tenant charges. These include current rent, past due rent, collection costs, NSF check charges, court costs, late fees, attorney’s fees, advertising, cleaning, repairs, etc.
- Our company can collect these debts from you without first trying to collect directly from the occupant. Our company can use the same collection methods with you that can be used with the occupant. If the occupant is ever in default of any Tenant obligation, you are responsible.
- Co-Signer agrees to unconditionally, absolutely and continuously guarantee the performance by the occupant renter of all obligations under the Rental Agreement and any future renewals, including but not limited to timely payment of rent and all other financial obligations due Landlord. The liability of Co-Signer is direct and unconditional and may be enforced without first requiring Landlord to exercise, enforce or exhaust any right or remedy against occupant.
- Co-Signer agrees that this addendum shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by (a) any amendment or modification of, or supplement to, or extension or renewal of, the Lease; (b) any exercise or non-exercise of any right, power, remedy, or privilege under or in respect of the Lease or this addendum or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearance or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time; or (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, Co-Signer, or their properties or creditors. Co-Signer does hereby expressly waive any suretyship defense it may have by virtue of any statute, law, and ordinance of any state or other governmental authority.
- Co-Signer recognizes that Landlord has agreed to rent to renter only because of this guarantee and that the continued validity of this guarantee is a material term of this Rental Agreement. In the event Co-Signer terminates this guarantee, or this guarantee is no longer enforceable for any reason, Landlord may terminate the Rental Agreement with the renter.
- Default. Should the parties fail to comply with the terms of this Addendum, the same shall constitute a breach of Lease and the non-defaulting party shall have available all remedies for said breach as described in the Lease.
- Conflict. In the event that any terms of this Addendum are in conflict with any terms of the Lease, the terms of this Addendum shall control. All other terms of the Lease are hereby reaffirmed by the parties.
- Severability. If any provision of this Addendum shall be declared invalid or unenforceable, the remainder of the Addendum and the Lease shall continue in full force and effect.
- No Waiver. No delay by the Property Manager or Landlord in exercising or failing to exercise any right or power shall impair such right or power, or be construed as a waiver of any breach or default, or as acquiescence thereto. No waiver by the Property Manager or Landlord of any covenant, term or condition of this Lease shall be construed by Tenant as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. If Property Manager’s or Landlord’s waiver, consent to or approval of any act by Tenant is required, the same shall be valid only if in writing, and such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- Renewal, Modification. This addendum shall not be affected by any subsequent alteration, modification, extension or renewal of the Lease, and the terms and conditions herein shall remain in full force and effect for so long as Tenant maintains a leasehold interest in the property, unless otherwise agreed upon in writing by the parties hereto.

***\*\*Please be sure you want to accept this responsibility and that you are able to assume the financial obligation should it become necessary. \*\****

**Print Co-Signer Name: X** \_\_\_\_\_ **Signature: X** \_\_\_\_\_

**Print Co-Signer Name: X** \_\_\_\_\_ **Signature: X** \_\_\_\_\_

Print Tenant Name: X \_\_\_\_\_ Signature: X \_\_\_\_\_

Print Tenant Name: X \_\_\_\_\_ Signature: X \_\_\_\_\_

Print Tenant Name: X \_\_\_\_\_ Signature: X \_\_\_\_\_

Agent: X \_\_\_\_\_

Date: \_\_\_\_\_