

# **CDI Management, Inc.**

PROVIDING A HIGHER STANDARD OF LIVING

## *Continuing Guarantee*

This continuing Guarantee is incorporated by reference and made a part of the Lease between CDI Management, Inc. (Owner) and (tenant's name) \_\_\_\_\_ (Renter)

The undersigned Guarantor, in consideration of Owner renting the premises to Renter(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 costs to repair and all damages to the premises for which the Renter(s) are liable including the repair or replacement of fixtures, furniture, and appliances.

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

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 Renter(s). Owner has no obligation to exhaust legal remedies against Renter(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 Renter or any other obligator (b) the right to pursue any other remedy in Owner's power whatsoever, (c) the rights 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 acknowledges that a credit application has been submitted to Owner and agrees to update said information as necessary or upon request of Owner. Guarantor shall keep Owner informed of Guarantor's current residence and business address.

Guarantor Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Drivers license # \_\_\_\_\_

Guarantor's Residence Address \_\_\_\_\_

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

Guarantor's Business Address \_\_\_\_\_

Business phone \_\_\_\_\_

Email Address \_\_\_\_\_

Dated \_\_\_\_\_

Guarantor signature \_\_\_\_\_