

**EXHIBIT "D"**

**GUARANTY AGREEMENT**

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

Landlord: \_\_\_\_\_

Resident: \_\_\_\_\_

Apartment/Rental Home Property: \_\_\_\_\_  
\_\_\_\_\_

Guarantor: \_\_\_\_\_

Guarantor (Spouse): \_\_\_\_\_

**Guarantor's Information**

	<b><u>Guarantor</u></b>	<b><u>Guarantor (Spouse)</u></b>
<b>Guarantor's Relationship To Resident:</b>	_____	_____
Address:	_____ _____	_____ _____
Home Phone:	_____	_____
Cell Phone:	_____	_____
Work Phone:	_____	_____
Email Address:	_____	_____
Social Security No:	_____	_____
Driver's License No:	_____	_____
State of Issue:	_____	_____
Employer:	_____	_____
Position:	_____	_____
Annual Gross Income:	_____	_____

**Terms of Guaranty**

I (we) \_\_\_\_\_ and \_\_\_\_\_ (collectively, "**Guarantor**") hereby agree that I (we) am legally responsible for the payment of any sum of money owed to **Landlord** pursuant to the Lease agreement signed by \_\_\_\_\_ (**Resident**) together with all costs and attorneys' fees incurred **Landlord** for the collection of such debts. **Guarantor** hereby warrants that **Guarantor's** personal information is true and correct. **Guarantor** hereby authorizes **Landlord** to verify information provided. **Guarantor** agrees to provide **Landlord** notice of change in any such information with ten (10) days of such change.

In order to induce **Landlord** to enter into the Lease, **Guarantor** agrees that:

1. **Guarantor** guarantees the performance of **Resident's** obligations under the Lease and the rules and regulations promulgated by **Landlord** for the use of the **Apartment/Rental Home Property**.
2. This is a primary, irrevocable, and unconditional guaranty of payment and performance and not of collection and is independent of **Resident's** obligations under the Lease.
3. **Guarantor** will make all payments to **Landlord** at **Landlord's** address set forth in the Lease.
4. This Guaranty will remain in effect regardless of any modification or extension of the Lease or the rules and regulations.
5. **Guarantor's** obligations will not be diminished by any compromise or release agreed on by **Resident** and **Landlord** nor by the discharge, limitation, or modification of **Resident's** obligations in any bankruptcy or other debtor relief proceeding.
6. If there is more than one **Guarantor**, the obligations of each **Guarantor** are joint and several.
7. If **Guarantor** is married, **Guarantor** understands that both spouses must sign this guaranty. Failure to do so is a material breach and may result in termination of the Lease.
8. Arizona law applies to this guaranty. In the event of any dispute concerning this guaranty, venue shall be the applicable court located in Pima County, Arizona.

**Guarantor** waives its right:

1. To notice of acceptance, modification, extension, default and any other notice.
2. To claim any defense arising out of lack of diligence; any failure to pursue **Resident**; loss or impairment of any right of subrogation or reimbursement; release of any other guarantor or collateral; death, insolvency or lack of capacity of **Resident**; and waiver, release or election, based on **Landlord's** or **Resident's** rights and obligations under the Lease and enforcement of its terms.
3. To require **Landlord** to proceed against **Resident** or any other person or to pursue any other remedy before proceeding against **Guarantor**, and specifically waives the provisions of A.R.S. 12-1641 through 12-1646 and 44-142, and 16 A.R.S. Rules of Civil Procedure Rule 17 (f).

Guarantor: \_\_\_\_\_  
(Signature)

Guarantor (Spouse): \_\_\_\_\_  
(Signature)

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_

(name(s) of signer(s)), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(Seal)

\_\_\_\_\_  
Notary Public