

  
**VENTANA**  
STUDENT HOUSING  
**PERSONAL GUARANTY**

WHEREAS, Ventana Student Housing, (“Ventana”), has agreed to enter into a lease agreement with \_\_\_\_\_, (“Tenant”) upon terms and condition which require the undersigned (“Guarantor”) to execute a personal guaranty of Tenants debts and obligations to Ventana under said lease agreement;

NOW, THEREFORE, in consideration of Ventana entering into a lease agreement with Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor hereby unconditionally guarantees to Ventana, its successors and assigns, the full performance of any and all of the terms, covenants and conditions of the lease agreement between Ventana Tenant, as well as any subsequent lease agreement to which the parties may enter, including but not limited to the payment of all rents, fees, charges or other monies due or to become due by Tenant pursuant to the terms and conditions of said agreement(s). The Guarantor further agrees that:

1. The covenants and agreements on his part shall continue in favor of Ventana notwithstanding any extension, modification, or alteration or renewal of the lease agreement entered into by and between the parties thereto, or successors or assigns, and notwithstanding any assignment or assumption of said lease agreement, and no extension, modification, alteration, renewal or assignment of the lease agreement shall in any manner release or discharge the Guarantor who hereby irrevocably consents thereto.

2. This Guaranty shall continue in full force and effect notwithstanding, and be unchanged by, any bankruptcy or insolvency of the Tenant or any successor or assignee of Ventana.

3. Ventana may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of this Guaranty shall operate to extinguish or diminish the liability of the Guarantor hereunder.

4. The liability of the Guarantor under this Guaranty shall be primary, and in any right of action which shall accrue to Ventana, or any other party under the lease agreement, Ventana, or such party, may, at its option, proceed against the Guarantor without having first commenced any action, having obtained any judgment against, and/or having pursued any remedy or remedies or causes of action which Ventana or such party might have against Tenant.

5. Upon any default by Tenant, Ventana may institute one or more actions against the Guarantor and invoke any legal or equitable remedies in said actions without being obligated first or at any time to institute suit against the Tenant or others liable upon or in connection with any obligations guaranteed hereunder.

6. The Guarantor shall pay the reasonable attorney's fees of Ventana or the holder hereof and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the Guarantor.

7. The Guarantor hereby waives notice of any demand for as well as any notice of default in the payment of any amount required by the lease agreement to be paid or of default in the performance of any other terms of the lease agreement.

8. Notice of the acceptance of this Guaranty, of an extension of time of payment, of the change in terms and provisions of the lease agreement, of default, or any of them, and any and all other notices or demands the want of giving or making of which might otherwise affect, impair, or extinguish the liability of the Guarantor or any right or remedy of Ventana, are hereby waived.

9. The liabilities of the Guarantor shall remain at all times undiminished, unreleased, and undischarged to any extent whatever by any action done pursuant to or under this Guaranty or left undone by Ventana until the performance or payment in full of all of the obligations and indebtedness hereby guaranteed.

10. It is hereby warranted and represented by the Guarantor that this Guaranty has not been executed in reliance upon any statement or representation not contained herein and that this Guaranty embodies all the understandings between Ventana and the Guarantor as to its subject matter and shall not be modified except with the written signed approval of Ventana.

11. Utah law shall govern the interpretation and implementation of this Guaranty. Jurisdiction and venue for any dispute relating to this Guaranty shall be established in Utah County, State of Utah.

12. A facsimile of the Guaranty bearing Guarantor’s signature shall be as valid as the original thereof.

13. In the event that the tenant elects to extend the terms and conditions of the Lease Agreement, the obligations of this guarantee will automatically extend.

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1/27/2017

We (the guarantor) authorize VENTANA STUDENT HOUSING, its employees and agents to obtain confidential historical and financial information regarding us, our characters and credit worthiness from any person or entity and request all persons and entities possessing such information to release it to Ventana Student Housing and do hereby waive any claims related to the release of such information.



**Personal Guaranty**  
(Continued from page 2)

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_  
GUARANTOR:

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
\_\_\_\_\_  
Permanent Address of Guarantor

\_\_\_\_\_  
Phone Number of Guarantor

\_\_\_\_\_  
Email Address of Guarantor

\_\_\_\_\_  
Fax Number of Guarantor

\_\_\_\_\_  
Birth date of Guarantor

\_\_\_\_\_  
Social Security Number of Guarantor

\_\_\_\_\_  
Relationship of Guarantor to Tenant

\_\_\_\_\_  
Signature of Guarantor

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_ signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

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

**\*not required if guarantor is present.**

\*may also accept copy of guarantors drivers license instead.