

**CO-SIGNER'S NOTARIZED FORM**  
(Guarantor Clause)

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Ladies and Gentlemen: For the purpose of enabling I, the Undersigned, agree to be the co-signer for \_\_\_\_\_ (hereinafter known as "Tenant") and all their financial obligations, including but not limited to payments of rents, fines caused to Landlord by Tenant, utility bills, costs due to damage caused by Tenant, Tenant's friends or Tenant's neglect, and any other monetary charges, to \_\_\_\_\_ and its heirs (hereinafter known as "Landlord") arising from a lease for the property located at \_\_\_\_\_. The co-signer (jointly and individually, if more than one), hereby unconditionally guarantees to Landlord, his successors and assigns, at all times prompt payment on demand in accordance with said lease or at a time payment is specified, in legal tender of the United States of America, of any kind and financial obligations upon which said Tenant is now or may hereafter from time to time become obligated to pay Landlord as Tenant or co-signer, together with interest and any costs including attorney's fees that may be incurred in enforcing the payment thereof.

This guarantee shall remain unaffected by any modifications in the lease whatsoever. This includes but is not limited to any extensions of time or renewals. This guarantee will bind co-signer even if co-signer is not a party to the modifications of said lease agreed by Tenant.

The Undersigned agrees that its obligation hereunder shall be a direct and unconditional assurance of payment rather than of collection only without the necessity of any recourse being first had against the Tenant or against any security. The Undersigned is bound, as a primary obligator, to answer to Landlord for any default in the prompt payment of said financial obligations as per said lease.

The Undersigned hereby waives presentment, protest, demand and notice of nonpayment of any financial obligations, and notice of every other kind, including notice of the acceptance by Landlord of this guarantee or of any extensions of lease granted by Landlord. The Undersigned agrees that if any action, suit, matter or proceeding is brought to enforce Landlord's right under or to collect any amounts due on, the co-signer's guarantee, co-signer will pay all costs, expenses and reasonable attorney's fees incurred by Landlord.

This guarantee shall remain in full force and effect until terminated by written notice from Landlord. The co-signer agrees that this guarantee shall continue in full force and effect as to all renewals and extensions thereof.

The guarantee is executed under seal and shall insure to the benefit of the Landlord, his successors and assigns shall be binding upon the Undersigned, its heirs, executors, administrators, successors or assigns, and shall be governed by the laws of the State of Delaware. If there are more than one Undersigned, each of them agrees that its respective heirs, executors, administrators, successors, or assigns are jointly and individually obligated hereunder.

This co-signer's form must be signed and returned or Landlord shall have the option to terminate said lease.

**Emailed or faxed document must be delivered to Landlord upon or before execution of lease.**

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Guarantor Printed Name: \_\_\_\_\_

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

Guarantor's cell phone #: \_\_\_\_\_

Guarantor's email: \_\_\_\_\_

**Sample**