

RESIDENTIAL GUARANTOR AGREEMENT

This agreement is made _____ (date) between _____
(Landlord) and _____ (Guarantor) for the purpose of guaranteeing payment for
rent and other charges as set forth in the residential rental agreement dated _____
between the Landlord and _____ (Tenant(s)) for the rental
property located at _____ (Street), _____ (City). State of Washington.

1. The Guarantor agrees to unconditionally guarantee payment for any and all unpaid rents, utility charges and all other tenant obligations as set forth in the above-referenced rental agreement. The Guarantor further agrees to unconditionally guarantee payment for any and all damages caused by the tenant, guests and tenant’s invitees as a result of the tenant’s breach of any term of the above-referenced rental contract. Guarantor agrees to unconditionally pay for damages caused by the tenants’ failure to comply with tenant obligations found in Washington’s Residential Landlord-Tenant Act, 59.18 RCW including but not limited to damage to persons or property, attorney fees and court costs.

2. The Guarantor shall be jointly and severally liable with the Tenant(s) for all tenant obligations as set forth in the above-referenced rental agreement and the Residential Landlord-Tenant Act (RCW 59.18). Guarantor shall remain liable regardless of any Bankruptcy proceeding involving the Tenant(s). The landlord may proceed against both the guarantor and the tenant, or the Landlord may proceed against either the tenant or the guarantor without waiving any right to proceed against the other at any time. The Guarantor shall remain liable under this agreement during the entire rental term and for any extensions or holdover beyond the rental term referenced in the rental agreement.

3. Guarantor assumes no possessory interest in the real estate. In the event legal action is brought by the Landlord to enforce any provision of the rental agreement or this guarantee, jurisdiction and venue shall be in Spokane County Washington. This agreement shall be construed according to the laws of Washington. Guarantor shall be liable for Attorney fees in the event the attorney is retained to enforce provisions of the rental agreement or this guarantee regardless of whether an action is filed.

4. Notice of unpaid rent or other damage shall be provided to the Guarantor by mailing a copy of the same or similar demand made upon the Tenant by first class mail, postage pre-paid to the following address (or such other address as the Guarantor may provide in writing to the Landlord):

5. Guarantor shall have the same period of time in which to tender payment to the Landlord as the Tenant. If no time is referenced in the notice, the Guarantor shall tender payment no later than ten days from the date demand is made of the Guarantor.

GUARANTOR(S)

Signed _____ and _____

Date Signed _____

LANDLORD(S)

Signed _____ and _____

Date Signed _____

TENANT(S)

Signed _____ and _____

Date Signed _____