

GUARANTY

This Guaranty to **Stratford Court Apartments, LLC**, an Ohio limited liability company ("Landlord"), is made as of this ____ day of _____, 20____, by the undersigned guarantor(s) (collectively, "Guarantor"), under the following circumstances:

A. Landlord is contemplating entering into a Residential Lease Agreement (as may be amended from time to time, the "Lease") of even date hereof with _____ (collectively, "Tenant"), for a _____ bedroom apartment located at 2710 Stratford Avenue, Cincinnati, Hamilton County, Ohio 45220 Unit # _____ (the "Premises").

B. To induce Landlord to enter into the Lease with Tenant, Landlord requires that the performance of Tenant's obligations be guaranteed as provided below.

C. As parent or legal guardian of Tenant, Guarantor is willing to guarantee the performance of the obligations of Tenant subject to the terms and conditions of this Guaranty.

NOW, THEREFORE, in consideration of the lease of the Premises to Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guaranty. Guarantor, jointly and severally, absolutely and unconditionally, guarantees (a) that Tenant will pay when due all of the rent and other sums payable by Tenant as specified in the Lease, and (b) that Tenant will perform and comply with all the agreements and obligations provided for in the Lease at the time and in the manner set forth in the Lease, including but not limited to any obligations in the Lease related to damage to the Premises. Notwithstanding the foregoing, Guarantor's guarantee of Tenant's obligation to pay rent under Section 3(a) and Section 3(b) of the Lease shall be limited to payment of the total rent set forth in Section 3(a) and Section 3(b) of the Lease multiplied by a ratio, the numerator of which is one (1) and the denominator of which is the number of individuals then comprising Tenant under the Lease, as such Lease may be amended from time to time pursuant to the terms thereof. For the avoidance of doubt, the above limitation applies exclusively to Tenant's obligation to pay rent under Section 3(a) and Section 3(b) of the Lease and does not apply to Tenant's payment of other sums payable under the Lease or to any other obligations of Tenant under the Lease, all of which shall be fully guaranteed hereby.

2. Subsequent Dealings with Tenant or Guarantor. Any extension of time for payments due or renewals granted by Landlord, or any extensions of time for the performance of any agreements or any other indulgence that may be granted to Tenant by Landlord, shall not release Guarantor from liability under this Guaranty. All settlements, compromises and agreed balances made in good faith between Landlord and Tenant shall be binding on Guarantor. Guarantor authorizes Landlord at any time to enter into agreements with Tenant to modify or amend any of the terms of the Lease; to release Tenant from liability for all or any part of its obligations under the Lease; to

release, substitute or add any one or more guarantors; and to assign this Guaranty in whole or in part. Landlord may take any of these actions upon any terms and conditions as Landlord may elect, without giving notice to any Guarantor or obtaining the consent of any Guarantor and without affecting the liability of any Guarantor to Landlord. This Guaranty shall remain in full force and effect as to any renewal, extension, modification or amendment of the Lease and despite any assignment of Tenant's interest under the Lease or any subletting of all or any portion of the Premises.

3. Independent Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor's obligations under this Guaranty are primary and are independent of those of Tenant. Landlord may bring a separate action against any Guarantor without first proceeding against Tenant or any other person and without pursuing any other remedy.

4. Waivers. Notice of acceptance of this Guaranty by Landlord is waived. Guarantor further waives: (a) any defense based on any legal disability of Tenant or any discharge or limitation of the liability of Tenant to Landlord, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause, except payment and performance in fact; (b) presentment, demand, protest and notice of any kind; and (c) all rights of subrogation, all rights to enforce any remedy that Landlord may have against Tenant, and all rights to participate in any security held by Landlord for the performance of Tenant's obligations, until such obligations have been paid and performed in full. Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty or the Lease or to be excused from any liability that Tenant could not make or invoke, and Guarantor expressly waives any defense in law or in equity that is not or would not be available to Tenant, it being the intent that the liability of Guarantor is primary and unconditional.

5. No Separate Notices. Any notice given to Tenant shall be effective as though also given to Guarantor. Each Guarantor assumes full responsibility for keeping fully informed of the financial condition of Tenant and other circumstances affecting Tenant's ability to perform its obligations to Landlord, and agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Tenant's financial condition or any circumstances bearing upon Tenant's ability to perform.

6. Remedies. Upon a default by Tenant, Landlord may elect to terminate the Lease and/or exercise any other remedy against Tenant. No such action by Landlord will release or limit the liability of any Guarantor to Landlord, even if the effect of that action is to deprive the Guarantor of the right to collect reimbursement from Tenant for any sums paid to Landlord.

7. No Waiver. No delay or failure by Landlord to exercise any right or remedy against Tenant or any Guarantor will be construed as a waiver of that right or remedy.

8. **Severability.** The invalidity or unenforceability of any one or more provisions of this Guaranty will not affect any other provision.

9. **Amendments.** This Guaranty may be amended only by a written instrument executed by the affected Guarantor and Landlord.

10. **Successors.** The obligations of Guarantor under this Guaranty will bind the heirs, legal representatives, successors and assigns of such Guarantor and shall inure to the benefit of Landlord, its successors and assigns.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this ____ day of _____, 20____.

GUARANTOR:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

STATE OF _____)
_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public
My Commission Expires: _____

STATE OF _____)
_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public
My Commission Expires: _____