Beach Town Rentals
1375 Santa Rita Circle
Santa Barbara, CA 93109

Beach Town Rentals

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Third Party Guarantee 2027

Scan of Guarantor's Driver's License MUST accompany this form

Guarantor's Name: _____ Relationship to Applicant _____

Social Security #: _____ Driver's License #: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Alt. Phone: _____ Email: _____

Whereas, Jesse Lieber (hereinafter "Lessor") and, whereas, the following guarantor _____
(Guarantor's Name)
for _____ (hereinafter "Lessee") have indicated collectively their wish to enter into a Lease
(Tenant's Name)
Agreement (hereinafter "Lease") and whereas, said Lease was executed for the term June 30, 2027 through June 16, 2028;

whereas the Lease affects certain real property at _____, Goleta, CA 93117.
(Address – to be filled in when Lessee signs Lease)

Whereas, the undersigned Guarantors have interceded on behalf of Lessee and requested of Lessor that Lessor enter into a lease with Lessee and whereas, Lessor has entered into said Lease as a consequence of and in consideration for a Guarantee by the undersigned (hereinafter "Guarantor") concurrently committing to all of Lessee's obligations under said Lease and guaranteeing the same.

Now, therefore, it is hereby agreed, contracted, covenanted and guaranteed as follows:

1. The undersigned Guarantor shall be legally bound, jointly and severally, and shall herewith unconditionally guarantee to the Lessor, the full and faithful performance by the Lessee, its successors or assigns, without limitation, all of the obligations of the Lessee under said Lease, including but not limited to payment of rent and all other charges required to be paid and performed by Lessee under the terms of said Lease.
2. The undersigned Guarantor does hereby name, designate and appoint Lessee as his/her agent for all purposes, including but not limited to receipt of demands for performance, notices of non-performance, protests, notices of protest, notices of dishonored checks, notices of acceptance of the Guarantee, notices or rent increases, and any changes which may, from time to time, be made in the provisions, covenants, and conditions of the underlying Lease.
3. The undersigned Guarantor does hereby waive any requirement for personal receipt of such notices, demands, or protests, and agrees that service of the same upon Lessee shall be deemed full and complete constructive service upon Guarantor.
4. Guarantor further agrees that the Lessor may, without notice, assign this Guarantee, in whole or in part, and may further assign, in whole or in part, the underlying Lease. The obligations of the undersigned Guarantor shall continue in full force and effect in the event the Lessee subleases the premises, and the Guarantor's obligations hereunder shall continue in full force and effect unless and until a signed written release of Guarantor's obligations has been obtained from Lessor, or its successors or assignees. It is specifically understood and agreed that, in the event any actions or proceeding in equity or at law is brought to construe or enforce the terms and conditions of the underlying Lease, or of this Guarantee, or to determine the validity thereof, the prevailing party in such action or proceeding shall be entitled to recover all court costs and reasonable attorneys' fees in an amount to be fixed by the Court and taxed as a cost therein, together with any reasonable attorneys' fees and expenses incurred in enforcing or collecting upon any Judgment obtained in such proceeding affecting the underlying Lease or this Guarantee.
5. It is further understood and agreed upon that Guarantor's obligations under the terms of this Guarantee shall include any attorneys' fees and costs awarded in such legal proceeding which may be brought to construe or enforce the terms and conditions of the underlying Lease or this Guarantee, or to enforce or collect upon a Judgment obtained, and the Guarantor may, at the option of the Lessor, be named as a defendant in such proceeding. However, in all events, Guarantor shall be bound by the findings, rulings and Judgment obtained in such proceeding, whether the undersigned Guarantor is named as a defendant or not.
6. The undersigned agree that all of their obligations under this Guarantee are independent of the obligations of Lessee under the Lease and that a separate action may be brought against the undersigned whether or not an action is commenced against the Lessee under the Lease.
7. Exclusive Venue: The Guarantor(s) to the underlying lease agree that any action concerning a dispute, claim or controversy arising out of, in relation to or in connection with the underlying lease shall be brought in the Superior Court for the State of California, County of Santa Barbara, and such parties consent to personal jurisdiction of that court in any such action.
8. This Guarantee shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Lessor named in said Lease, and of the undersigned.
9. Your signature below authorizes Jesse Lieber to obtain or verify any information concerning this application and any current or subsequent extension of credit and to release any information needed to verify the information present in this application. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to one or more credit reporting agencies if the terms of the rental agreement or credit obligations are not fulfilled in any way. This is the only notice you will receive in this regard.

In Witness Whereof, the undersigned have executed this individual Guarantee on the date set forth. With Signature, Lessor accepts above Guarantee.

_____ _____

(Signature of Guarantor) (Date) (Signature of Lessor – Jesse Lieber) (Date)