

**Cardinal Pointe Apartments, LLC
Guaranty Agreement**

THIS GUARANTY ("Guaranty") is entered into between landlords, Cardinal Pointe Apartments, LLC and _____, ("Guarantor(s)") an individual(s), is subject to all the terms of this Guaranty. In exchange for this Guaranty, Cardinal Pointe Apartments, LLC, has agreed to consider granting a "Lease Agreement" to _____ ("Lessee(s)") for the residential rental property located at _____ Muncie, Indiana _____. A copy of the proposed Lease Agreement is attached hereto and incorporated by reference. Guarantor(s) understand that the Lessee(s) application will not be considered without a Guaranty Agreement and this Guaranty Agreement does not mean that the Lessee(s) application will be approved.

If Lessee(s) application is approved, Guarantor(s) unconditionally guarantees all financial obligations (including but not limited to the payment of rent, late fees, and damages) under the terms of "Lease Agreement", now or in the future and any extensions, modifications, or notations thereof.

The Guarantor(s) waives:

- a) The giving of an notices and the making of any demands including but not limited to notice of nonpayment, protest, notice of protest or other such notice;
- b) Diligence by Cardinal Pointe Apartments, LLC, in collection of any obligation guaranteed herein.
- c)

Guarantor(s) agrees that Cardinal Pointe Apartments, LLC, shall NOT have to exhaust any remedies it may have against Lessee(s); give notice of acceptance of this guaranty; first initiate suit or foreclose upon any lien or security interest prior to demanding payment under this Guaranty and may at its discretion seek to enforce this Guaranty solely against Guarantor(s).

Guarantor(s) agrees that Cardinal Pointe apartments, LLC, may change the form of any indebtedness, extend the indebtedness, change the deliveries or payments, or otherwise modify the terms of the Lease Agreement to Lessee(s) all without in any manner affecting Guarantor's liability there under.

This Guaranty shall be valid for the entire term of the Lease Agreement and any extensions or renewals thereof.

No oral Agreements or representations shall be binding on either party. This agreement may only be modified by a written agreement executed by both parties. This Agreement encompasses the entire agreement.

The Agreement is deemed separable, so that if any sentence, provision or section hereof, or any part thereof, shall be deemed invalid, it shall not be deemed to effect the validity of the remaining provisions thereof.

The validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the state of Indiana without giving effect to the conflict of law principles thereof. Guarantor(s) consent to personal jurisdiction of the Court in the County in which the above described property is located.

Guarantor Information

Financial Information

Signature

Employer

Street Address

Gross Monthly Income

City, State, Zip

Phone/Contact Name

Telephone

State of _____ County of _____
Subscribed and sworn to before me this _____ day of _____

Notary Public _____ Commission Expires _____