

DUXPLEX COSIGNER AGREEMENT

Tenant _____ Landlord _____

Property Address _____

Rental Agreement Dated _____ / _____ / _____

Cosigner initials indicate acceptance of Rental Agreement Terms and Conditions _____

The undersigned Cosigner agrees unconditionally, absolutely, and continually to guarantee the performance by the Tenant of all obligations under the Rental Agreement or any extensions or renewals, including, but not limited to, the timely payment of rent, fees, utility or service charges, damages to property, late fees, legal fees, and collection costs. The liability of Cosigner is direct and unconditional and may be enforced without requiring Landlord first to exercise, enforce, or exhaust any right or remedy against Tenant. Cosigner waives presentment, demand, protest, and notice to which Cosigner might be entitled. Cosigner may not terminate this guaranty before the end of the specified term. Cosigner is liable for obligations incurred by tenant prior to the effective date of the termination of this guaranty.

Cosigner acknowledges that Landlord has relied on this guaranty agreement in renting Premises to Tenant, that Cosigner's continuing guaranty is material to Landlord's continuing to rent to Tenant, and that termination of this guaranty by Cosigner may result in landlord terminating the tenancy. Landlord will forward copies of notices and letters given to Tenant(s) as Landlord deems necessary, but is not required to do so. Cosigner agrees that they are responsible for damages and charges resulting from loud parties, disturbance of neighbors, etc., at Tenant's rented premises, including but not limited to fines and penalties assessed by the City of Eugene under its "social host ordinance," City Code Ordinance Number 20504. [For information, see: <http://www.eugene-or.gov/documentcenter/view/10635>]. Cosigner acknowledges that each rental payment for property must be paid in the form of a single check, cashier's check or money order, even if Tenant shares the Property with other residents, and understand that co-tenants share the responsibility for rents, damages and other charges arising in connection with their tenancy.

Cosigner understands that all costs will be determined after 30 days from the expiration of the lease-hold and agrees to notify Landlord in writing of any change of employment, income or address immediately.

Cosigner agrees that any action brought on this Agreement may be brought in any state or federal court sitting in the county in which the Property is located. Cosigner agrees to personal jurisdiction in such court. Cosigner agrees to pay all costs, attorney fees, and collection costs incurred by Landlord in enforcing this Agreement.

Cosigner Name (printed) _____

Cosigner Address _____

Cosigner Telephone # _____ Cosigner Relationship to Tenant _____

This form just be signed, notarized and returned to Owner/Agent prior to tenant taking possession or the rental property or within 10 days of the original signature(s) on the rental contract (whichever comes first).

Cosigner Signature _____ Date _____ / _____ / _____

Notary Public Name _____ Notary Public Signature _____

Notary for _____

My Commission Expires _____

(Seal)