

The Brandywine
CONTINUING GUARANTEE OF LEASE

THIS CONTINUING GUARANTEE, made this _____ day of _____, 20____ by and between The Markswright Company Inc., (hereinafter "Landlord") and _____ (herein "Guarantor").

RECITALS

In consideration of Landlord entering into a lease agreement with _____, (hereinafter "Tenant(s)") dated the _____ day of _____, 20____, for the premises located at 4545 Connecticut Ave. NW, Washington DC 20008, Apartment Number _____, the undersigned guarantor has executed the guarantee and without which guarantee The Markswright Company Inc., would not enter into the aforesaid lease agreement.

AGREEMENT

It is understood and agreed as follows: In consideration of the foregoing, the undersigned guarantor directly and unconditionally jointly and severally, if more than one) guarantees to landlord:

- (1) The prompt payment by the tenant(s) of all monetary obligations under the aforesaid lease, including without limitation rent, expenses, costs late fees, other charges or debts due from the tenant(s) to landlord, as and when the same are due there under, including any increases or adjustments thereof, during the term of said lease and during any month-to-month or other holdover term or period during which the said tenant(s) (or either of them, if more than one) occupy the leased premises, including without limitation all costs of collection and reasonable attorneys fees.
- (2) The unconditional performance of each and every non-monetary obligation, covenant, promise, agreement and/or warranty made by the tenant(s) under the aforesaid lease, or any applications or addendums thereto, during the term thereof, and during any month-to-month or other holdover term or period during which the said tenant(s) occupies the leased premises.

THE UNDERSIGNED GUARANTOR FURTHER UNDERSTANDS AND AGREES AS FOLLOWS:

- a) This guarantee shall be continuing and shall bind the guarantor, his respective personal representatives, heirs, successors or assigns.
- b) The undersigned guarantor hereby waives notice of demand for payment and notice of non-payment and any and all notices of any kind in connection herewith, or in connection with the aforesaid lease. The undersigned guarantor expressly recognizes that he is not a tenant under the lease, he shall not occupy the premises in any manor or fashion what so ever, and that the landlord may enforce any and all rights under said lease against the tenant(s) and send any notices required or permitted pursuant to said lease or law to said tenant(s) without notifying the said guarantor in any manor or fashion whatsoever, provided, however, should landlord elect to notify the guarantor, the same shall not in any manor constitute a waiver of this subparagraph.
- c) The undersigned guarantor's liability hereunder shall in no way be affected or impaired or reduced by any of the following (any or all of which may be done or omitted by the landlord without notice to anyone and irrespective of whether the guaranteed debt or other obligation under the lease shall be increased or decreased thereby), namely: (a) any acceptance by the landlord of any security or collateral for, or other guarantor or obligors upon, the guaranteed debt or lease; (b) any compromise, settlement with or release of tenants, or surrender, exchange, extension, substitution for or other disposition of the lease or leased premises; (c) any neglect or omission to realize or enforce or exercise or perfect any rights with respect to the guaranteed lease or premises or the tenant(s) thereunder, it being expressly understood that landlord may proceed against guarantor hereunder without being required to proceed against tenant(s) on the leased premises; (d) any waiver by landlord of any term, provision, breach or covenant under the guaranteed lease (which waiver, if found, shall only operate as a waiver with respect to the tenant(s), and not with respect to the guarantors hereunder); (e) any other act or omission of any kind or at any time by the landlord with respect to any matter whatsoever, other than delivery by the landlord to the undersigned guarantor of an express written release or cancellation of this Continuing Guarantee
- d) The landlord shall have the sole right to determine the application of payments and credits, if any, whether derived from the tenant(s) or any other source, including the undersigned guarantor, and this Continuing Guarantee shall apply to and secure any debt or balance there of shall remain owing to the landlord.
- e) The undersigned guarantor agrees that payment or other performance under this Guarantee shall not constitute or create any other legal relationship between the guarantor and the landlord, and specifically shall not render the guarantor a tenant of landlord nor create any other rights in favor of guarantor against landlord with respect to the lease premises.
- f) This guarantee shall extend to any person, firm, partnership, corporation or other entity to which or to whom the landlord may transfer or assign the aforesaid lease or premises, or any part or rights of the landlord thereunder.
- g) In the event of any litigation before any tribunal regarding any manor arising out of the aforesaid lease or the Guarantee herein, the undersigned guarantor hereby waives trial by jury.
- h) The agreement herein on the part of the guarantor is an independent covenant of guarantor, and is not conditioned on any other performance which may be required by the landlord under the guaranteed lease or otherwise owed to the tenant(s).
- i) Guarantor acknowledges he has read and fully understands the lease which is being guaranteed, agrees to be bound by the term thereof, and has received a copy thereof.
- j) If any provision of this Guarantee is determined by a Court competent jurisdiction to be unenforceable, only that provision shall be invalid, and all other provisions of this Guarantee shall remain in full force and effect as if the invalid provision did not exist.
- k) This Guarantee shall not be construed more or less favorable to one party or the other due to the fact that the Lease, this Guarantee, or any provisions thereof were drafted by one party and not the other.
- l) Where the context requires, words in the singular shall be substituted for the plural and vice-versa, and words of any one gender shall be substituted for any other gender.
- m) This guarantee represents the entire agreement of the parties and may not be modified except in writing signed by the landlord.

IN WITNESS WHEREOF, the undersigned guarantor(s) have hereto caused their respective signatures and seals to be affixed, intending to be legally bound thereby (jointly and severally if more than one) on the day and year first above written.

Witness

Sign _____ (SEAL)
Print _____ Guarantor

Address

Sign _____ (SEAL)
Print _____ Guarantor

Address

MUST BE NOTARIZED