



8025 Ashland Avenue, Manassas VA 20109
(703) 368-0164 Fax (703) 368-0931

Guaranty Addendum

THIS ADDENDUM to the Lease Agreement between Westgate Apartments & Townhouses, LTD. herein known as Landlord, and _____ herein known as Tenant(s), and Management Services Corporation, Managing Agent, dated _____.

The Lease Agreement, as written, is all inclusive and binding on the Landlord and the Tenant(s), with the exception of the following amendments and/or revisions:

1. _____, hereinafter referred to as Guarantor(s) are hereby made party(ies) to the Lease Agreement for the express purpose of co-signing the said Lease Agreement of Tenant(s), with whom Landlord would not enter the said Lease Agreement, if Guarantor(s) did not execute this Guaranty Addendum.
2. In consideration of the execution of the said Lease Agreement by Landlord and as a material inducement to Landlord to execute the said Lease Agreement, Guarantor(s), by the execution of this Guaranty Addendum, do hereby jointly, severally, unconditionally and irrevocably guarantee the prompt and timely payment by Tenant(s) of all rental payments and all other sums due and payable by Tenant(s) to Landlord, under the said Lease Agreement, and the full and faithful performance by Tenant(s) of each and every one of the terms and conditions of the said Lease Agreement. This guaranty extends to any and all liability, which Tenant(s) has or may have to the Landlord by reason of matters occurring after the termination of the lease or the expiration of the term of the lease by reason of removal of Tenant property, surrender of possession or other matters.
3. It is expressly agreed and understood that the terms of the said Lease Agreement may be altered, affected, modified or changed by agreement(s) by and between the Landlord and the Tenant(s), or by course of conduct, and the said Lease Agreement may be subleased in accordance therewith, without the consent or notice to Guarantor(s); and that this Guaranty Addendum shall thereupon and thereafter guarantee the performance of the said Lease Agreement as so altered, modified, changed, or subleased.
4. This Guaranty Addendum shall not be released, modified or affected by failure or delay on the part of the Landlord and/or the Agent to enforce any of the rights or remedies of the Landlord under the said Lease Agreement, whether pursuant to the terms and conditions thereof, or at law or in equity.
5. No notice, written or otherwise, need be given to Guarantor(s), it being specifically agreed and understood that the guarantee of the Guarantor(s) is a continuing guarantee under which the Landlord may proceed forthwith and immediately against Tenant(s), or against Guarantor(s), without proceeding against the Tenant(s) first, following any breach, material noncompliance under law, or default by Tenant(s); or for the enforcement of any rights or remedies which the Landlord may have against Tenant(s), pursuant to, or under the terms and conditions of the said Lease Agreement, the Virginia Residential Landlord and Tenant Act, or otherwise at law or in equity.

6. Service of process of any civil action brought by the Landlord against the Guarantor(s), either by way of warrant in debt, unlawful detainer, or otherwise shall be made at the following address:

in the City/County of _____
and if service of process cannot be so obtained, the Landlord shall have same issued to be made at the apartment address of the Tenant(s).

7. The Guarantor(s) have provided information to the Landlord, and/or Agent by filling out a Rental Application Form. The Guarantor(s) agree and understand that the Lease Agreement, and this Guaranty Addendum, have been entered into on the part of the Landlord and the Agent based upon representations contained in the Guarantor(s)' Rental Application Form. If any of the representations are found to be misleading, incorrect or untrue, Landlord and/or Agent may immediately terminate the Lease Agreement, in its entirety, and notify Tenant(s) to vacate the premises.
8. The term "Lease Agreement" includes the Lease Agreement and all addenda attached thereto, including but not limited to the Rules and Regulations of the apartment community. Guarantor(s), by the executions of this Guaranty Addendum, do hereby acknowledge receipt of a complete copy of the said Lease Agreement, of which this Guaranty Addendum is a part.

In witness whereof, Landlord and Tenant(s) have executed this Guaranty Addendum on the dates reflected below:

MANAGEMENT SERVICES CORP.
Managing Agent for Landlord,

Date

Authorized Representative

Date

Tenant

Date

Tenant

Date

Guarantor

Date

Guarantor

Revised 11/19/09

