

**THIRD PARTY GUARANTEE**  
**“MONTANA CRESTVIEW”**  
**“TROUT MEADOWS”**  
**“CRESTVIEW APARTMENTS”**  
**“RIVER ROCK APARTMENTS”**

This Third Party Guarantee is an inducement for Montana Crestview (“Landlord”) to enter into the “Rental Agreement” by and between the Landlord and

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Tenant(s) Name(s), hereinafter “Tenant(s)”

for Tenant(s)’ lease of the “Property” commonly known as:

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(Dwelling Unit Address)

**TO EXPIRE:**                    **Initial \_\_\_\_\_ 6 months after lease is executed**  
**or**                                    **Initial \_\_\_\_\_ 12 months after lease is executed**

The undersigned hereby Guarantees all Tenants’ financial and non-financial obligations under the terms of The Rental Agreement including future financial obligations and under Montana law including attorney fees and costs. This guaranty extends to any extensions, renewals, amendments or modifications therefore, including any transfers by the above named Tenant into another Dwelling Unit managed by Landlord even if such transfer results in an increased rental rate.

This Guarantee is continuing as Guarantor acknowledges that it relates to present and future liability of Tenant under the Rental Agreement. Guarantor acknowledges that any revocation by him shall not effect Guarantor’s obligation for all financial and non-financial obligations under the Lease.

The obligations of the undersigned shall, at the election of Landlord, be primary and not necessarily secondary, and Landlord shall not be required to exhaust its remedies as against Tenant(s) prior to enforcing its rights under this guarantee against the undersigned. Guarantor’s responsibility for payment of performance is immediate upon the default of Tenant and without demand or notice.

As a material part of the consideration for the Rental Agreement referenced above (as well as any renewals, transfers, extensions, modifications or amendments thereto), the undersigned understands and agrees that this guarantee may not be terminated for any reason until such time as the Tenant(s) named above have no further obligation to Landlord.

**The undersigned hereby waives any right to receive Notice relating to a modification of the Lease, or of any renewal, transfer, extension or of any transfer by Tenant into another dwelling unit managed by Landlord. Guarantor specifically consents to such actions of Landlord and Tenant expressly waives the requirement of MCA § 28-11-211 and any consent which is required of a Guarantor.**

This guarantee shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This guarantee shall be constructed under the laws of the State of Montana. Any provision of this guarantee deemed unenforceable by a Court of competent jurisdiction shall remain in full force and effect without the severed provision.

**TO EXPIRE:**            **Initial\_\_\_\_\_ 6 months after lease is executed**  
**or**                        **Initial\_\_\_\_\_ 12 months after lease is executed**

**Guarantor hereby agrees to allow Landlord to obtain and review my credit report and to verify the information set forth below:**

**\*\*Please include proof of income and photo identification with this form.\*\***

Guarantor's Information:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Relation to applicant: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer's Name & Address: \_\_\_\_\_

Monthly income: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Office Use Only:**

Montana Crestview Employee signature: \_\_\_\_\_

Date Received: \_\_\_\_\_ Contacted 3<sup>rd</sup> Party: \_\_\_\_\_

Note: If there are two or more guarantors of the Rental Agreement referenced above, the obligations shall be joint and several.