

CO-SIGNER AGREEMENT

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This Co-Signer Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDLORD LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or address at [LANDLORD ADDRESS] (the "**Landlord**"); and

[CO-SIGNER NAME], an individual residing at [CO-SIGNER ADDRESS] (the "**Co-Signer**").

The Landlord and the Co-Signer are each a "**Party**" and together the "**Parties**."

Recitals. The Landlord and [TENANT NAME] (the "**Tenant**") have entered or will enter into a residential rental agreement dated [RENTAL AGREEMENT DATE] for the premises located at [PROPERTY ADDRESS] (the "**Rental Agreement**"). The Landlord requires a co-signer as a condition of renting the premises to the Tenant. The Co-Signer agrees to co-sign and assume responsibility for the Tenant's obligations on the terms below, in order to induce the Landlord to enter into the Rental Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Co-Signer's Undertaking

1.1 Responsibility. The Co-Signer agrees to be responsible for the full and timely payment and performance of all of the Tenant's obligations under the Rental Agreement (the "**Obligations**"), including rent, late fees, utilities for which the Tenant is responsible, and charges for damage beyond ordinary wear.

1.2 Joint responsibility. The Co-Signer's responsibility is in addition to, and not in place of, the Tenant's. The Landlord may seek payment or performance from the Tenant, the Co-Signer, or both.

1.3 On default. If the Tenant fails to pay or perform any Obligation when due, the Co-Signer will, on the Landlord's written request, pay or perform that Obligation.

2. Term and Scope

2.1 Term. This Agreement remains in effect for the full term of the Rental Agreement and any renewal, extension, or holdover that arises under the Rental Agreement, and continues until all Obligations are fully satisfied.

2.2 Modifications. The Co-Signer agrees that the Landlord and Tenant may renew or reasonably modify the Rental Agreement, and this Agreement extends to the Rental Agreement as renewed or so modified, except as limited in Section 2.3.

2.3 Material increase (optional). [OPTIONAL: The Co-Signer is not responsible for any increase in rent greater than [PERCENT] over the original amount unless the Co-Signer agrees in writing. Discuss with counsel.]

3. Limit of Responsibility

3.1 Monetary limit (optional). [OPTIONAL: The Co-Signer's total responsibility under this Agreement is limited to [AMOUNT]. Delete this Section to make the responsibility unlimited. Enforceability of limits varies by jurisdiction.]

3.2 No release on tenant changes. Changes in the Tenant's roommates or occupants permitted under the Rental Agreement do not release the Co-Signer, except as the Landlord agrees in writing.

4. Demand and Notice

4.1 Written request. The Landlord will make a written request to the Co-Signer before seeking payment or performance under Section 1.3, identifying the unpaid or unperformed Obligation and the amount claimed.

4.2 Notice of default (optional). [OPTIONAL: The Landlord will use reasonable efforts to notify the Co-Signer within [NUMBER] days after the Tenant's default, so the Co-Signer has an opportunity to cure. Failure to give this notice does not by itself release the Co-Signer except as required by applicable law.]

4.3 Delivery. Notices and requests must be in writing and delivered to the addresses above, or as updated in writing, and are effective on receipt.

5. Co-Signer Acknowledgments

5.1 Understanding of risk. The Co-Signer acknowledges that co-signing creates a legally binding financial responsibility for the Tenant's Obligations, that the Co-Signer may be required to pay amounts the Co-Signer did not personally incur, and that this may affect the Co-Signer's credit.

5.2 Opportunity to review. The Co-Signer acknowledges receiving a copy of the Rental Agreement, having the opportunity to review it and this Agreement, and the opportunity to consult independent legal and financial advisors.

5.3 Accurate information. Any financial or personal information the Co-Signer provided to the Landlord is true and accurate in all material respects as of the date provided.

6. Credit and Background Authorization

6.1 Consent. The Co-Signer authorizes the Landlord to obtain consumer reports, including credit and background reports, to evaluate the Co-Signer's eligibility, to the extent and in the manner permitted by applicable fair-credit-reporting and consumer-protection laws, which vary by jurisdiction.

6.2 Adverse action. If the Landlord declines the Co-Signer based in whole or in part on a consumer report, the Landlord will provide any notice required by applicable law.

7. Remedies and Costs

7.1 Cumulative remedies. The Landlord's remedies under this Agreement are cumulative and in addition to any other remedy available at law or in equity.

7.2 Attorneys' fees. In any action to enforce this Agreement, the prevailing Party may recover its reasonable attorneys' fees and costs to the extent permitted by applicable law.

7.3 Interest. Amounts not paid when due accrue interest at the lesser of [RATE] or the maximum rate permitted by applicable usury law, from the due date until paid.

8. Release of Co-Signer

8.1 **Written release.** The Co-Signer is released from this Agreement only by a written release signed by the Landlord, or when all Obligations have been fully satisfied and the tenancy has ended.

8.2 **Request to be released (optional).** [OPTIONAL: After [NUMBER] months of timely payments and on the Tenant's qualification under the Landlord's then-current criteria, the Co-Signer may request release, which the Landlord will not unreasonably withhold. Discuss with counsel.]

9. General Provisions

9.1 **Governing law.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and consumer-protection laws of the jurisdiction where the premises are located may also apply.

9.2 **Venue.** The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.4 **Assignment.** The Landlord may assign this Agreement to a successor owner of the premises. The Co-Signer may not assign its responsibilities.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CO-SIGNER

LANDLORD

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: N/A

Title: [TITLE]

Date: _____

Date: _____

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