

## GUARANTY

To Whom It May Concern:

In consideration of \_\_\_\_\_ (Landlord), entering into a residential lease (Lease) with \_\_\_\_\_ (Tenant) for premises at \_\_\_\_\_ (Premises), **Boston Medical Center Corporation** ("BMC"), guaranties the payment of: (i) rent under the Lease; and (ii) the cost of repair of any damage to the Premises caused by Tenant upon the following conditions:

1. The maximum of BMC's liability to Landlord under this guaranty is the lesser of the amount equal to two (2) months' rent or \$6,500.

Monthly Rent: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

2. Landlord collects no advance payment from Tenant of any kind, except: (i) monthly installments of rent paid at the beginning of the month to which the rent applies and (ii) at Landlord's election, one hundred dollars (\$100) as a good faith deposit (GFD) at the time of Tenant's Lease application. If the application is rejected, the GFD will be returned. If the application is accepted and Tenant cancels before accepting delivery of the Premises, Landlord may retain the GFD. If the application is accepted and Tenant accepts delivery of the Premises, the GFD will be applied to the first monthly installment of rent.

3. Landlord collects no security deposit.

4. Landlord is not in default under the Lease or in violation of applicable law as to the Premises.

5. Landlord complies with all of the requirements of Massachusetts General Laws, Chapter 186, Section 15B, except those applicable to where security deposits are held and accounting for interest.

6. Landlord notifies Tenant of any dispute that might give rise to a claim under this Guaranty and makes good faith efforts to resolve the dispute.

7. Any claim for payment under this Guaranty must be in writing and delivered to BMC together with Landlord's written certification under oath that Landlord is not in default under the Lease or in violation of applicable law as to the Premises and has complied with all of the conditions of this Guaranty, and that if Landlord breaches its certification or this Guaranty, Landlord will upon demand forthwith reimburse BMC, or its assignee, with interest at seven percent (7%) per annum, any payment made by BMC to Landlord.

This Guaranty will not be effective until signed by both Landlord and BMC.

EXECUTED as a sealed instrument by the parties hereto as their duly authorized acts by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

BOSTON MEDICAL CENTER CORPORATION

LANDLORD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: gme@bmc.org

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