Co-Signer Agreement Checklist

From the first phone call through renewal day, with the guarantee enforceable at every step

Run this list whenever a lease needs a financial backer. It pairs with the Lease Guaranty document. Full guide: clearlegaltips.com/lease-co-signer-agreement/

BEFORE ANYONE SIGNS

- [ ] The promise exists only as a plan, not a phone call you are relying on (verbal guaranties are void)
- [ ] The guarantor completed an application and authorized a credit pull in writing
- [ ] Guarantor income clears the rent comfortably on top of their own obligations
- [ ] Scope is decided deliberately: all obligations or rent only, capped or uncapped
- [ ] Duration is decided deliberately: initial term only, or continuing through renewals with a revocation notice period

AT LEASE SIGNING

- [ ] The guaranty references the lease by date, address, and parties
- [ ] Every bracket is filled and the unused options are struck, not left blank
- [ ] Guarantor signs and dates, with printed name and current contact details
- [ ] The signed guaranty is stapled to the lease file, not stored separately

DURING THE TENANCY

- [ ] Any material tenant default triggers the parallel written notice to the guarantor
- [ ] Guarantor contact details are kept current at each renewal

AT RENEWAL

- [ ] The guaranty is reread: does it continue, or did it expire with the initial term?
- [ ] If it expired: a fresh signature is collected before the renewal starts
- [ ] If the guarantor revoked future periods: the file is re-underwritten before renewing

INSTRUCTIONS FOR USE

This checklist is general information, not legal advice. The two failure modes that matter most are the unwritten guaranty, void under every state's statute of frauds, and the guaranty that quietly expired at renewal while everyone assumed it was still there. A calendar reminder on the renewal date and a signature collected on lease day prevent both. The full guide, the writing-rule table, and official sources are at clearlegaltips.com/lease-co-signer-agreement/