

STANDARD FORM
CONTINUING GUARANTY

**New Horizons at Choate, LLC
New Horizons at Marlborough, LLC
200 West Cummings Park
Woburn, MA 01801**

**Re: Residence Agreement with _____ (“Resident”)
of _____ dated _____**

In order to induce you to enter into or continue a residency relationship between New Horizons at Choate, LLC or New Horizons at Marlborough, LLC (as applicable) (hereinafter “New Horizons”) and the above-named Resident (the “Residency”), and in consideration of your so doing, I hereby jointly and severally guaranty full, prompt, and complete payment of the Resident's Monthly Service Fee and other charges incurred from and after the date hereof, and the payment of all sums that may become due to New Horizons arising out of said Residency, whether pursuant to the Residence Agreement, as from time to time amended, or otherwise (hereinafter “Guaranty”).

This Guaranty is not limited to any particular period of time, but shall continue until all of the terms, covenants, conditions, and obligations of the Residency have been fully and completely performed by said Resident or otherwise discharged, and I shall in no way be released of any obligation or liability hereunder so long as there is any claim of New Horizons against the said Resident that has not been settled or discharged in full. This Guaranty extends to any relocation of the Resident to a different Living Accommodation, any amendment or reinstatement of the Residence Agreement, and any change in the provision of services to the Resident, including without limitation assisted living services, with or without notice to the undersigned.

In the event of default in any payment by the Resident hereunder, I immediately upon notice of such default shall pay New Horizons the full amount of such default, but shall have the right to satisfy in full such default in the same manner as the Resident might do. My obligations hereunder are primary, and no recourse against the Resident need first be made before proceeding against me. Notice of acceptance of this Guaranty is waived.

This Guaranty cannot be modified, limited, amended, or terminated except by a subsequent writing signed by the Executive Director or Treasurer of New Horizons, and shall be interpreted, construed, and enforced in accordance with the laws of the commonwealth of Massachusetts, and only in a court therein. This Guaranty shall be binding upon the heirs, successors, assigns, and legal representatives of the undersigned. In the event that it is necessary to bring suit on this Guaranty, then I agree to pay all costs of collection, including reasonable attorneys' fees.

IN WITNESS HEREOF, I have set my hand and seal as of this _____ day of _____, 20_____.

Signature: _____

Printed name: _____

Address: _____

Commonwealth / State _____

County _____

On _____ before me appeared the above-named **individual**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as his/her free act and deed and in his/her authorized capacity.

Printed Notary
Name: _____

Notary
Signature: _____

My Commission expires: _____

Affiant: Known _____

Type of ID produced _____