

Lease Contract Guaranty

Do not sign this form unless you understand that you have the same liability as all residents for rent and other money owed.

LEASE CONTRACT INFORMATION

Please print.

About the Lease: Owner's name (or name of apartments): _____

 Resident names (list all residents on Lease Contract): _____

Last date for Guarantor renewal: _____
 Unit # of apartment: _____ AND street address of dwelling being leased: _____
 City/State/Zip: _____
 Monthly rent for dwelling unit: \$ _____
 Reletting charge: \$ _____
 Beginning date of Lease Contract: _____
 Ending date of Lease Contract: _____

GUARANTOR INFORMATION

Please print. Each guarantor must complete a separate Guaranty.

About the Guarantor:
 Full name (exactly as on driver's license or gov't ID card): _____
 Current address: _____
 City/State/Zip: _____
 Phone: (_____) _____
 Alternative number or cell phone: (_____) _____
 Email address: _____
 Your Social Security #: _____
 Birthdate: _____ Sex: _____

Driver's license # and state: _____
OR gov't photo ID card #: _____
 Marital status: single married divorced widowed separated
 Total number of dependents under 18 or in college: _____
 What is your relationship to the resident or residents?
 parent brother/sister employer other _____
 Do you (**check one**) own **OR** rent your home?
 If renting, name of apartments: _____
 Manager's name: _____ Phone: _____
 Are you or your spouse a guarantor for any other lease? Yes No
 If so, how many? _____

Your Work:
 Current employer: _____
 Employer's address: _____
 City/State/Zip: _____
 Work phone: (_____) _____

Alternative phone: (_____) _____
 Email address: _____
 How long with this employer: _____ Position: _____
 Your gross monthly income is over: \$ _____
 Supervisor's name: _____ Phone: _____

Your Credit and Rental History:
 Your bank's name: _____
 City/State _____
 List major credit cards: _____
 To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? been sued for rent? declared bankruptcy?

To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been convicted of or received probation for any felony or sex crime? Please explain: _____

Authorization and Acknowledgment:

You authorize _____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner and to verify, by all available means, the information in this Guaranty, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Guaranty. Authority to obtain work history information expires 365 days from the date of this Guaranty. You agree the information provided may be used for business purposes.

- Scope of Liability.** Each guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. The term "you" in this Guaranty refers to the guarantor.
- Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident or residents apply to guarantor as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- Location of Performance and Payments.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be made in accordance with the Lease.
- Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you.
- Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty.
- Signature.** A fax or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
- Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- Your Acknowledgments.** You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease. You agree to the Class Action Waiver in the Lease and all other Lease provisions. Guarantor is not liable for any increases in the amount of rent stated in this agreement, or is not liable if the lease parties change, regardless of any lease renewals or month-to-month renewals, unless the Guarantor agrees to a different amount or to different lease parties in a separate written agreement.
- Length of Obligations.** Your obligations as guarantor will continue for the duration of all the Lease terms or renewals of the resident(s) entered into by the date specified above for Guarantor renewal.
- Severability.** If any provision of this Guaranty is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty.

FOR OFFICE USE ONLY:

Signatures of all Guarantors were verified by owner's representative.
 Verification was by phone **OR** face-to-face meeting.
 Date or dates of verification: _____
 Telephone numbers called: _____
 Guarantor or Guarantors contacted: _____

 Owner's representative who talked to Guarantor or Guarantors: _____

Signature of Guarantor _____

Date Guaranty is Executed _____

You are entitled to a copy of this Lease Guaranty when it is fully signed. Keep it in a safe place.