

## Lease Contract Guaranty

*Each guarantor must submit a separate guaranty form, unless guarantors are husband and wife.*

### Lease Contract Information

**ABOUT LEASE:** Date of Lease Contract (top left hand corner of Lease Contract): \_\_\_\_\_ and street address of dwelling being leased: \_\_\_\_\_

Unit No. of Apartment: \_\_\_\_\_ 222 East Bland Street

City/State/Zip of above dwelling: Charlotte, NC 28202

Owner's name (or name of apartments): South and Bland LLC

Monthly rent for dwelling unit: \$ \_\_\_\_\_

Beginning date of Lease Contract: \_\_\_\_\_

Ending date of Lease Contract: \_\_\_\_\_

Resident names (list all residents on Lease Contract): \_\_\_\_\_

### Guarantor Information

*Use for one guarantor only (can include spouse of guarantor)*

**ABOUT GUARANTOR:** Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Current address where you live: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  brother or sister

employer  other \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

If so, how many? \_\_\_\_\_

**YOUR WORK:** Present employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

**YOUR SPOUSE:** Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Social Security #: \_\_\_\_\_

Present employer: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

How long? \_\_\_\_\_ Position: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Work phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Birthdate: \_\_\_\_\_

Monthly gross income is over: \$ \_\_\_\_\_

**YOUR CREDIT/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?  declared bankruptcy? or  been sued for rent? To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been charged, detained, or arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? or  been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please explain: \_\_\_\_\_

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, 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 as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are  required  not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

