



TEXAS APARTMENT ASSOCIATION

M E M B E R

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.

Signature of Guarantor _____

Date Guaranty is Executed _____

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: _____

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