

# Woodlands of Columbia - Guarantor Application and Guaranty

Guarantor Full Legal Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Legal Name of Tenant Applicant \_\_\_\_\_

Guarantor Home Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Social Security Number (Guarantor) \_\_\_\_\_

Permanent Address \_\_\_\_\_  
Street City State Zip Code

Email Address \_\_\_\_\_

Employment Status:  Employed Full Time  Employed Part Time  Retired  Unemployed  Student  
Employer \_\_\_\_\_ How long at current employer? \_\_\_\_\_

Title \_\_\_\_\_ Annual Salary \$ \_\_\_\_\_

Contact Information for Employer \_\_\_\_\_

If there are other sources of income you would like us to consider, please list income, source, and person who we could contact for confirmation. You do not have to reveal alimony, child support or spouses annual income unless you want us to consider it in this application.

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_ Contact \_\_\_\_\_

THIS GUARANTY AGREEMENT is executed by the person whose name is signed below. It is understood that \_\_\_\_\_ has applied to become a tenant in the apartment community known at the Woodlands. The Landlord requires, as a condition of the acceptance of such Tenant, that the Lease and Exhibits be personally and unconditionally guaranteed by the prospective tenant's parent, guardian, or other sponsor. The requirement of this Guaranty is in recognition that most of the tenants do not have independent financial means. This guaranty shall be in force irrespective of the financial means of the tenant. The undersigned represents that his or her relationship with the Tenant is that of \_\_\_\_\_ (parent, guardian, aunt, uncle—please specify). In order to induce the landlord to lease to the Tenant described above, the undersigned does hereby guaranty payment in full of any obligations under any lease executed by the Tenant and the Woodlands and the performance of any and every obligation arising there under, expressly including, without limitation, the obligation to pay rent for the entire term(s), where or not occupancy is ever accepted by the Tenant, the duty to pay any and all costs of repair or damage to the premises, the unit in which the premises are located, or to the building or common areas of the apartment complex, and to pay any and all amounts, including fines and charges imposed and attorney's fees incurred in the enforcement of any lease between the Tenant and the Woodlands.

THIS GUARANTY MAY BE ENFORCED AGAINST GUARANTOR(S) WITHOUT NECESSITY OF RECOURSE AGAINST TENANT OR ANY OTHER PARTIES RESPONSIBLE. GUARANTOR(S) CONSENT THAT ANY PROCEEDINGS TO ENFORCE THIS AGREEMENT OR RELATED RIGHTS WILL BE BROUGHT IN ANY COURT SITTING IN THE JUDICIAL DISTRICT OR CIRCUIT IN WHICH THE APARTMENTS ARE LOCATED, AND GUARANTOR(S) CONSENT TO PERSONAL JURISDICTION OF SUCH COURTS. ANY ACTIONS TO ENFORCE THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE APARTMENTS ARE LOCATED.

The guarantor(s) waive (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Tenant; (3) any understanding that any other person, firm, or corporation was to sign this guaranty; (4) the incapacity or bankruptcy Tenant or any other Guarantor, and (5) any notice of change or amendment to any Lease between Tenant and The Woodlands, and Exhibits to the Lease or the right to any notice or default. Failure of Landlord to enforce rights of recovery against other occupants and any third parties shall not release Guarantor(s), provided that the Guarantor(s) were the Tenant.

In addition to other amounts guaranteed, Guarantor(s) agree to pay reasonable attorney's fees and costs imposed under the terms of the Lease between the Tenant and the Woodlands, or required or appropriate in enforcement of this Guaranty.

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR THE LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSON(S) WHOSE NAME(S) IS SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL IN THE EVENT OF A FALSE OR INVALID EXECUTION HEREOF. FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT IN WHICH THE TENANT HAS ENTERED. **THIS DOCUMENT MUST BE NOTARIZED**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Guarantor Signature

WITNESS  
Sworn and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name

NOTARY  
My commission expires: \_\_\_\_\_

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

I consent to allow the Woodlands through its designated agent and its employees, to obtain and verify credit information for the purpose of determining whether or not to lease an apartment to me and/or the Tenant I am guarantying. I agree that the information provided above is truthful and accurate.