

### Lease Contract Guaranty

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

#### Lease Contract Information

**ABOUT LEASE:** Date of Lease Contract (top left hand corner on page 1 of Lease Contract): \_\_\_\_\_

Owner's name (or name of apartments): **The Colony of San Marcos**

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

Last date for Guarantor renewal: \_\_\_\_\_

Unit No. of Apartment \_\_\_\_\_ and street address of dwelling being leased: **1631 Aquarena Springs Drive**

City/State/Zip of above dwelling: **San Marcos, TX 78666**

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

Reletting Charge: \$ \_\_\_\_\_

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

Ending date of 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) \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_

Alternate or cell phone: (\_\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

(Please check one) Do you  own or  rent your home?

If renting, name of apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

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

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: \_\_\_\_\_

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

Alternate phone: (\_\_\_\_\_) \_\_\_\_\_

Email 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): \_\_\_\_\_

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

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

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

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

Alternate or cell phone: (\_\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

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

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: \_\_\_\_\_

Each guarantor must submit and execute a separate Lease Contract Guaranty, unless guarantors are husband and wife. Termination of your obligation to guarantee the Lease Contract applies only to future liabilities of the resident. You will remain liable for sums owed to us by the resident, including damages, until your Lease Contract Guaranty ends. The term "you" in this Guaranty refers to the guarantor and the guarantor's spouse, if applicable.

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 as a waiver of our rights against you. 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. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. You represent that all information submitted by you on this Guaranty is true and complete, and that you will inform us of any change of address. We may require this document to be notarized. You authorize verification of such information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile 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 Contract, only this Guaranty.

**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 Contract upon written request.

**You acknowledge that by signing this Lease Contract Guaranty you unconditionally guarantee all obligations of all resident(s) under the above**

#### FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.

Verification was by  phone or  face-to-face meeting.

Date(s) of verification \_\_\_\_\_

Telephone numbers called (if applicable) \_\_\_\_\_

Name(s) of Guarantor(s) who was (were) contacted \_\_\_\_\_

Owner's Representative who talked to Guarantor(s) \_\_\_\_\_

**Lease Contract, including but not limited to rent, late charges, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract. Guarantor is not liable for any increases in the amount of rent stated in this agreement, regardless of any renewals or month-to-month renewals, unless the Guarantor agrees to a different amount in a separate written agreement.**

**You acknowledge and agree that your obligations as guarantor will continue for: (choose one option):**

only the initial Lease Contract term, OR

all Lease Contract term(s) and renewals, including automatic renewals, amendments and modifications entered into by the date specified above under "Lease Contract Information," entitled "Last date for Guarantor renewal."

*If neither box is checked, your obligations continue for the duration of all of the Lease Contract terms or renewals of the resident(s) entered into by the date specified above for Guarantor renewal.*

Date of Signing Guaranty \_\_\_\_\_

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

Signature of Guarantor's Spouse (if applicable) \_\_\_\_\_

After signing, please return the signed original of this Guaranty to **The Colony of San Marcos**

at (street address or P.O. Box) **1631 Aquarena Springs Dr, San Marcos, TX 78666**

or (optional) fax it to us at \_\_\_\_\_  
Our telephone number **(512) 353-8444**

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