Lease Contract Guaranty

TEXAS APARTMENT ASSOCIATION
MEMBER

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

Date when filled out: _____

LEASE CONTRACT INFORMATION   *Please print.*

About the Lease: Date of Lease Contract (*see the top left corner on page 1 of the Lease Contract*): _____

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. Use for one guarantor only (can include guarantor's spouse).*

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 Spouse:

Full name (*exactly as on driver's license or gov't ID card*):
_____

Driver's license # and state: _____

  OR gov't photo ID card #: _____

Your Social Security #: _____

Birthdate: _____

Alternative number or cellphone: (_____) _____

Email address: _____

Current employer: _____

How long: _____ Position: _____

Your gross monthly income is over: $_____

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 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? ☐ been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please explain: _____
_____
_____

1. **Scope of Liability.** Each guarantor must submit and execute a separate Lease Guaranty, unless guarantors are married. Termination of your obligation to guarantee the Lease 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 Guaranty ends. The term "you" in this Guaranty refers to the guarantor and the guarantor's spouse, if applicable.

2. **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. All residents, guarantors, and guarantors' spouses are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.

3. **Location of Performance and Payment.** 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 mailed to or made in the county where the dwelling unit is located.

4. **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.

5. **Signature.** 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, only this Guaranty.

6. **Copy of Lease Contract.** *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.

7. **Your Acknowledgments.** *You acknowledge that by signing this Lease Guaranty you unconditionally guarantee all obligations of all residents under the Lease, including rent, late charges, property damage, repair costs, animal-rules-violation charges, reletting charges, utility payments, and all other sums which may become due under the Lease. 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.*

8. **Length of Obligations.** Your obligations as guarantor will continue for (*check one*):
   ☐ only the initial Lease term, **OR**
   ☐ all Lease terms and renewals, including automatic renewals, amendments, and modifications entered into by the date listed above as the "last date for Guarantor renewal." If neither box is checked, your obligations 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.

_____
Signature of Guarantor

_____
Signature of Guarantor's Spouse (if applicable)

_____
Date of Signing 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: _____
_____

After signing, please return the signed original of this Guaranty to
_____
at (*street address or P.O. Box*) _____
_____
or fax it to us at (_____) _____.
Our telephone number is (_____) _____.

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