



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.

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): Carbajal Realty, Inc. ( Owner Rep. )

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 convicted of or received probation for any felony or sex crime? 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 Carbajal Realty, Inc.

at (street address or P.O. Box) 1621 JAMES AVE., WACO, TEXAS 76706

or fax it to us at ( 254 ) 235-7577

Our telephone number is ( 254 ) 235-8343

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