



RESIDENTIAL LEASE GUARANTY

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- A. In consideration for Landlord leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Landlord(s): **Pinnacle Properties-BMS**

Tenant(s): _____

Property: _____

Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

- B. If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, animal charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.
- C. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. The last date on which the renewal of the lease will renew the obligation of Guarantors is _____. Guarantors understand that Guarantors are liable under any renewal of the lease that occurs on or before that date so long as the renewal involves Landlord and Tenant and the financial obligations of Guarantor are not increased. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that notice may pertain to this paragraph. **(C.) Typically last day of lease.**
- D. Guarantors are jointly and severally liable for all provisions of this guaranty.
- E. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.
- F. Guarantors ☐ will ☐ will not submit (as Page 2 of this document) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.
- G. Special Provisions:

Guarantors may request a copy of the lease from the Tenant or the broker to the lease.

Guarantor's Signature _____ Date _____

Printed Name _____

Guarantor's Signature _____ Date _____

Printed Name _____

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APPLICATION FOR GUARANTOR OF RESIDENTIAL LEASE

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This application relates to the following described lease:

Landlord(s): **Pinnacle Properties-BMS**

Tenant(s): _____

Property: _____

Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

(1) Guarantor's name (as listed on proof of identification): _____

Address: _____

E-mail: _____

Phone: _____ Alternate Phone: _____

Soc. Sec. No.: _____ Driver License/ID No.: _____ in _____ (state)

Date of Birth: _____ Relationship to Tenant: _____

Marital Status: _____ Citizenship: _____ (country)

Employer: _____

Employer's Address: _____

Supervisor's Name: _____ Phone: _____ Fax: _____

Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

(2) Guarantor's name (as listed on proof of identification): **Typically not needed.**

Address: _____

E-mail: _____

Phone: _____ Alternate Phone: _____

Soc. Sec. No.: _____ Driver License/ID No.: _____ in _____ (state)

Date of Birth: _____ Relationship to Tenant: _____

Marital Status: _____ Citizenship: _____ (country)

Employer: _____

Employer's Address: _____

Supervisor's Name: _____ Phone: _____ Fax: _____

Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Guarantors submit the following non-refundable fee(s) for processing and reviewing this application:

\$ _____ for Guarantor (1) and \$ _____ for Guarantor (2).

Guarantors authorize Landlord and Landlord's agents to obtain a copy of Guarantors' consumer or credit reports and to verify relevant information related to each Guarantor's creditworthiness from banks, creditors, employers, existing and previous landlords, and other persons.

Note: Landlord's broker maintains a privacy policy that is available upon request.

Guarantor's Signature _____

Date _____

Guarantor's Signature _____

Date _____

***Please include your drivers license, social security card, proof of income and pay your app fee when sending your package.**

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