

APPLICATION FOR GUARANTOR OF TENANT'S RESIDENTIAL TENANCY AGREEMENT

This application relates to the following described Residential Tenancy Agreement:

Owner(s): _____
Tenant(s): _____
Property: _____
Commencement Date: _____ Expiration Date: _____
Monthly Rent: \$ _____

(1) Guarantor's name (first, middle, last):

Address: _____
E-mail: _____ Home Phone: _____
Work Phone: _____ Mobile: _____
Soc. Sec. No.: _____
Driver License No.: _____ in _____ (State)
Date of Birth: _____ Marital Status: _____ Citizenship: _____ (Country)
Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____
Employer: _____
Employer's Address: _____
Supervisor's Name: _____ Phone: _____ Fax: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

(2) Guarantor's name (first, middle, last):

Address: _____
E-mail: _____ Home Phone: _____
Work Phone: _____ Mobile: _____
Soc. Sec. No.: _____
Driver License No.: _____ in _____ (State)
Date of Birth: _____ Marital Status: _____ Citizenship: _____ (Country)
Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____
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 (1) Guarantor and \$ _____ for (2) Guarantor.

Guarantors authorize Owner and Owner'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 Owners, and other persons.

Guarantor's Signature

Date

Guarantor's Signature

Date

GUARANTEE OF RESIDENTIAL TENANCY AGREEMENT

IT IS UNDERSTOOD AND AGREED that the undersigned Guarantor directly and unconditionally (jointly and severally, if more than one) guarantees to Owner:

The prompt payment by the Tenant(s) of all monetary obligations under the aforesaid Residential Tenancy Agreement, including, without limitation, rent, expenses, costs, late fees, and other charges or debts due from the Tenant(s) to Owner, as and when the same are due thereunder, including any increases or adjustments thereof, during the term of said Residential Tenancy Agreement and during any month-to-month or other holdover term or period during which the said Tenant(s) occupy the leased premises, including, without limitation, all costs of collection and reasonable attorneys fees.

THE UNDERSIGNED GUARANTOR FURTHER UNDERSTANDS AND AGREES AS FOLLOWS:

- A. This Guarantee shall be continuing and shall bind the Guarantor, his respective personal representatives, heirs, successors or assigns.
- B. The undersigned Guarantor expressly recognizes that he/she/they is/are not an occupant(s) under the Residential Tenancy Agreement, he/she/they shall not occupy the premises in any manner or fashion whatsoever, and that the Owner may enforce any and all rights under said Residential Tenancy Agreement against the Tenant(s) and send any notices required or permitted pursuant to said Residential Tenancy Agreement or law to said Tenant(s) without notifying the undersigned Guarantor in any manner or fashion whatsoever, provided, however, should Owner elect to notify the Guarantor, the same shall not in any manner constitute a waiver of this subparagraph.
- C. The undersigned Guarantor's liability hereunder shall in no way be affected or impaired or reduced by any of the following (any or all of which may be done or omitted by the Owner without notice to anyone and irrespective of whether the guaranteed debt or other obligation under the Residential Tenancy Agreement shall be increased or decreased thereby), namely:
 - a. any acceptance by Owner of any security or collateral for, or other guarantor or obligors upon, the guaranteed debt or Residential Tenancy Agreement;
 - b. any compromise settlement with or release of Tenant(s), or surrender, exchange, extension, substitution for or other disposition of the Residential Tenancy Agreement or leased premises;
 - c. any neglect or omission to realize or enforce or exercise or perfect any rights with respect to the guaranteed Residential Tenancy Agreement or premises or the Tenant(s) thereunder, it being expressly understood that Owner may proceed against Guarantor hereunder without being required to proceed against Tenant(s) on the leased premises;
 - d. any waiver by Owner of any term, provision, breach or covenant under the guaranteed Residential Tenancy Agreement (which waiver, if found, shall only operate as a waiver with respect to the Tenant(s) and not with respect to the Guarantor hereunder);
 - e. any other act or omission of any kind or at any time by the Owner with respect to any matter whatsoever, other than delivery to the undersigned Guarantor of an express written release or cancellation of this Guarantee.
- D. Owner shall have the sole right to determine the application of payments and credits, if any, whether derived from Tenant(s) or any other source, including the undersigned Guarantor, and this Guarantee shall apply to and secure any debt or balance thereof that shall remain owing to Owner.
- E. The undersigned Guarantor agrees that payment or other performance under this Guarantee shall not constitute or create any other legal relationship between the Guarantor and Owner, and specifically shall not render the Guarantor a Tenant of the property nor create any other rights in favor of Guarantor against Owner with respect to the leased premises or otherwise.

- F. This Guarantee shall extend to any person, firm, partnership, corporation or other entity to which or to whom Owner may transfer or assign the aforesaid Residential Tenancy Agreement or premises, or any part or rights of Owner thereunder.
- G. The Agreement herein on the part of the Guarantor is an independent covenant of the Guarantor, and is not conditioned on any other performance which may be required by Owner under the guaranteed Residential Tenancy Agreement or otherwise owed to Tenant(s). Owner is not required to first seek enforcement under the Residential Tenancy Agreement before seeking enforcement of this Guarantee.
- H. If any provision of this Guarantee is determined by Court competent jurisdiction to be unenforceable, only that provision shall be invalid, and all other provisions of this Guarantee shall remain in full force and effect, as if the invalid provision did not exist.
- I. This Guarantee shall not be construed more or less favorable to one party or the other due to the fact that the Residential Tenancy Agreement, this Guarantee, or any provisions thereof were drafted by one party and not the other.
- J. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words of any one particular gender shall be substituted for any other gender.
- K. This Guarantee represents the entire agreement of the parties, and may not be modified except in writing signed by Owner.

IN WITNESS WHEREOF, the undersigned Guarantor(s) have hereto caused their respective signatures and seals to be affixed, intending to be legally bound thereby (jointly and severally, if more than one) on this _____ day of _____, 20____, by and between MERIDIAN MANAGEMENT GROUP, acting as Agent for Owner, and _____, Guarantor.

In consideration of Owner entering into a Residential Tenancy Agreement with _____, Tenant dated the _____ day of _____, 20____, for the premises located at _____, Apartment No. _____, CA _____,

the undersigned Guarantor, has executed this Guarantee, and without this Guarantee the Owner would not enter into the aforesaid Residential Tenancy Agreement.

Signature of Guarantor _____
Date

Address

Telephone Number(s)

Social Security Number _____
Date of Birth