



Guarantor Application

Guarantor for: _____

Employees of an owner's property are not required to have a Virginia Real Estate Person's license. Any licensed Real Estate Sales Person or Broker will present to you a business card representing his/her status as a Real Estate Sales Person or Broker.

NAME _____ SOCIAL SECURITY # _____
DATE OF BIRTH _____ E-MAIL ADDRESS _____
CELL PHONE _____

RESIDENCE(S):

A. Present Address _____ Phone _____
street city state zip
Move-In Date _____ Move-Out Date _____ RENT/OWN Mo. Payment _____
Landlord/Mortgagor Reference _____ Phone _____

B. Previous Address _____ Phone _____
street city state zip
Move-In Date _____ Move-Out Date _____ RENT/OWN Mo. Payment _____
Landlord/Mortgagor Reference _____ Phone _____

EMPLOYMENT/INCOME:

A. Presently Employed By _____ How Long _____
Business Address _____ Phone _____
Street city state zip
Position _____ Salary \$ _____ /wk/mo/yr Phone _____

B. Previously Employed By _____ How Long _____
(If present employment is less than 18 months)

Business Address _____ Phone _____
street city state zip
Position _____ Salary \$ _____ /wk/mo/yr Phone _____

Other Income: Amount \$ _____ /wk/mo/yr Source _____

IN CASE OF EMERGENCY:

Please list Parent and/or closest relative _____
Name and Relationship

_____ Address

Phone (with area code) _____ Email Address _____

CRIMINAL HISTORY: State whether you have ever been charged with, pleaded guilty to, or been convicted of, any crime other than traffic violations. If so, state the nature of the offense; the date of the offense; the county and state in which you were charged and/or tried; and the date of the trial and sentence given you, if convicted.

NOTE: If you do not provide an answer to the foregoing question, then it will be presumed that your answer is "No."

IMPORTANT TO APPLICANT:

- 1. Rental rate are subject to change without notice pending full lease execution.
- 2. Inquiries are made to obtain information regarding applicant's credit history, rental and/or mortgage history, and student or employment status.
- 3. I certify that I am above the legal age and the above information is true and correct to the best of my knowledge. I hereby authorize owner or agent to verify any and all information as may be deemed necessary for approval or rejection of this application. I understand that any lease agreement made on the basis of the above information may be terminated at any time at owner/agent's option if the information is found to be false.
- 4. I do hereby authorize Management Services Corporation to make oral and/or written disclosure of my Tenant records prior to, during, or subsequent to the Landlord-Tenant relationship to third parties who contact the management seeking verification of such information in the ordinary course of business of legitimate purposes as so determined by the management.
- 5. A COPY OF THE CIRTERIA USED TO DETERMINE AN APPLICANT'S ELIGIBILITY TO RENT ("RENTAL CRITERIA") IS AVAILABLE UPON REQUEST.
- 6. The lease Agreement was entered into based upon the representations of Resident(s) contained in the Rental Application. If any of those representatives are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease Agreement and notify Resident(s) to vacate the Premises.
- 7. Landlord may use credit reports as a means to gather information in the event of default by resident.

★ 8. Are you a citizen of the United States? Y or N (circle one) If you answered NO, you must fill our the non-citizen supplemental application.

9. An *application fee* is hereby made in the amount of \$_____. An *application deposit* is hereby made in the amount of \$_____. I understand and acknowledge that, if my application is not accepted or if I timely cancel my application in writing within 72 hours of acceptance, all monies less the \$_____ application fee will be returned to me, in accordance with Virginia Code Section 55-248.6:1. In all other cases, any monies paid by me will be applied to the Landlord's actual expenses and/or damages incurred due to my failure to sign a lease agreement with the Landlord and/or to occupy the leased premises or due to my failure to timely cancel my application in writing within 72 hours of Landlord's approval of my application. I further understand and acknowledge that any remaining amount of the application deposit will be returned to me, together with an itemized list of said expenses and damages in accordance with the aforesaid code section. A non-refundable \$_____ application fee is hereby accepted to cover the expenses incurred in verifying the information furnished by applicant on the application. Inquiries are made to obtain information regarding applicant's credit history, rental and/or mortgage history, and student or employment status.

3. I certify that I am above the legal age and the above information is true and correct to the best of my knowledge. I hereby authorize owner or agent to verify any and all information as may be deemed necessary for approval or rejection of this application. I understand that any lease agreement made on the basis of the above information may be terminated at any time at owner/agent's option if the information is found to be false.

Do you require any additional reasonable accommodations to be made by management prior to occupancy in order to fully utilize the facilities available? Is so, explain_____

(All requests for reasonable accommodations must be approved by management prior to the accommodation being made. Please consult management for further details.)

SIGNATURE _____ **DATE** _____

In lieu of an original signature to this agreement, landlord will accept a valid and legitimate electronic and/or facsimile signature of the resident. In so doing, resident hereby acknowledges his/her endorsement and acceptance of this agreement, and he/she waives any challenge to validity of this agreement based on resident's endorsement by electronic and/or facsimile signature.



For Office Use Only

Date Approved: _____ Approved By: _____

LEASE GUARANTY

Resident agrees to obtain and deliver to Landlord the execution of the attached guarantee by his/her parent or sponsor _____, by _____ (Within 15 days of signing lease). In the event tenant does not deliver such guarantee at the sole option of the Landlord, this lease may be declared null and void. If not so cancelled, this lease shall continue in full force and effect.

THIS GUARANTY is given by _____ (Guarantor), whose address is _____. _____, agrees to guarantee the obligations of _____ (Resident) arising between Farmville, LLC (Landlord) and Resident, for a premises located at _____ Sunchase Blvd., Farmville, Virginia 23901.

The Landlord would not have entered into the Lease without the execution and delivery of this guaranty. In consideration of the Landlord entering into the Lease with Resident, Guarantor agrees as follows:

- 1) **Guaranty** Guarantor hereby guarantees the prompt payment when due of all payments of rent and all other charges, expenses and cost of every kind and nature, which may become due under the terms of the Lease; and guarantees Tenant's performance of the terms and conditions of the lease and rules, regulations and related obligations arising by reason of the Lease.
- 2) **Coverage of guaranty** This guaranty extends to any and all liability which Resident has or may have to the Landlord by reason of matters occurring after the termination of the lease or the expiration of the term of the lease by reason of removal of Resident property, surrender of possession or other matters. **This guaranty extends to any subtenant of the Lessee, to any extensions or renewals of the Lease, to any other rooms leased by the listed Resident, to any term established by extension, renewal or by reason of the lease, and to any term established by reason of the holdover of Tenant or Resident's subtenant.**
- 3) **Performance guaranty** If Resident fails to perform or satisfy the terms and conditions of the Lease, rules and regulations, and related Lease obligations required to be performed or satisfied by Resident, Guarantor will promptly pay and indemnify Landlord for any and all damages, costs, losses and other liabilities arising or resulting from Resident's breach of the Lease and any of Landlord's reasonable rules and regulations.
- 4) **Waiver of notices** Without notice to or further assent from Guarantor, Landlord may compromise, settle or extend the time of payment of any amount due from Resident or the time of performance of any obligation of Resident, or waive or modify any of the terms or conditions of the Lease and any of Landlord's reasonable rules and regulations. These actions may be taken by Landlord without discharging or otherwise affecting the obligations of Guarantor.
- 5) **Lease security** This guaranty shall remain in full force and effect without regard to Landlord's receipt of any security deposit or any disposition or application thereof by Landlord.
- 6) **Unconditional obligations** Landlord shall not be required to pursue any remedies it may have against Resident or against any security deposit or other collateral as a condition to enforcement of this guaranty. Guarantor shall not be discharged or released by reason of the discharge or release of Resident for any reason, including a discharge in Bankruptcy or a rejection of the Lease by a trustee in Bankruptcy. Guarantor assumes all responsibility for keeping himself informed of Resident's financial condition and assets, and of all other circumstances concerning the risk of nonperformance by Resident under the Lease. Guarantor agrees that Landlord shall have no duty to notify Guarantor of information known to Landlord regarding such circumstances or risks.
- 7) **Subordination of subrogation rights** The Guarantor agrees not to assert any claim which it has or may have against Tenant, including claims for reimbursement by Resident arising from Guarantor's payment of Tenant's obligations under this Guaranty, until such time as Resident's obligations to Landlord are fully satisfied and discharged.
- 8) **Binding effect** This guaranty is binding upon Guarantor, his legal representatives and assigns, and is binding upon and shall insure to the benefit of Landlord, its successors and assigns. No assignment of delegation by Guarantor shall release Guarantor of his obligations under this guaranty. The term "Resident" used in this guaranty includes Resident and the first and any successive subtenant of Resident unless a written release agreement is signed by Landlord.

- 9) Modifications This guaranty may not be modified orally. All modifications shall be in writing signed by both Guarantor and Landlord. Modifications include any waiver, change, discharge, modification or termination.

_____ Date: ____/____/____
GUARANTOR

STATE OF _____ CITY/COUNTY OF _____

The forgoing guaranty was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My commission expires: _____

OR

SUNCHASE EMPLOYEE WITNESS the guarantor signature this _____ day of _____, 20_____.

_____, employee signature

*Management Services Corporation and Sunchase Apartments support
the Fair Housing Laws in spirit and action.*

