RESIDENTIAL LEASE GUARANTY

A. **Lease Description**. In consideration for Landlord's leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Landlord(s): Ryan D. Ferchoff, (808) 779-0207, Info@PtyMgr.com

Tenant(s): _____

Property: _____

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

B. **Payments**. 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, pet 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. **Duration and Notices**. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease.

D. **Joint and Several Liability**. Guarantors are jointly and severally liable for all provisions of this guaranty.

E. **Attorney's Fees**. 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. **Severability**. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

G. **Application to Verify Creditworthiness**. 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.

H **Special Provisions**. _____
_____
_____
_____
_____

Guarantors may request a copy of the above-referenced lease at any time from the Tenant or the broker to the lease.

_____ _____
Guarantor's Signature Date

_____
Printed Name

_____ _____
Guarantor's Signature Date

_____
Printed Name

APPLICATION FOR GUARANTOR OF RESIDENTIAL LEASE

This application relates to the following described lease:

Landlord(s): Ryan D. Ferchoff

Tenant(s): _____

Property: _____

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

(1) Guarantor's name (first, middle, last): _____
Address: _____
E-mail: _____ Home Phone: _____
Work Phone: _____ Mobile/Pager: _____
Soc. Sec. No.: _____ Driver License No.: _____ in _____(state)
Date of Birth: _____ Height: _____ Weight: _____ Eye Color: _____
Hair Color: _____ Marital Status: _____ Citizenship: _____ (country)
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/Pager: _____
Soc. Sec. No.: _____ Driver License No.: _____ in _____(state)
Date of Birth: _____ Height: _____ Weight: _____ Eye Color: _____
Hair Color: _____ 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: **$ 30.00** for (1) Guarantor and **$ Zero** for (2) Guarantor.

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.

_____ _____
Guarantor's Signature Date

_____ _____
Guarantor's Signature Date

APPLICANT: PLEASE DO NOT WRITE BELOW (FOR OFFICE USE ONLY)

Deposit of $_____ Received by _____ Date_____

OFFICE NOTES: