



Sunchase Guarantor Application and Form

1941 Sunchase Drive, Harrisonburg, Va 22801

Ph. 540-442-4800 – Fax 540-442-4815

Management Services Corporation is a Licensed Real Estate Broker in the Commonwealth Of Virginia. Management Services Corporation and its employees work for the owners of the rental properties, which they manage. Many of the employees are Licensed Virginia Real Estate Salespersons and Brokers.

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. Management Services Corporation and the owners that Management Services represents do business in accordance with the Federal Fair Housing Laws. It is illegal to discriminate against any person because of Race, Color, Religion, Sex, Handicap, Familial Status, National Origin and Elderliness.

NAME

_____ SOCIAL SECURITY NO. _____

DATE OF BIRTH _____ E-MAIL ADDRESS _____

RESIDENCE(S):

Present Address _____ Phone _____
street city state zip

Move-In Date. _____ Move-Out Date. _____ Rent? _____ Own? _____ Monthly Payment\$ _____

Landlord/Mortgagor Reference _____ Phone _____

Previous Address _____ Phone _____
street city state zip

Move-In Date. _____ Move-Out Date. _____ Rent? _____ Own? _____ Monthly Payment\$ _____

Landlord/Mortgagor Reference _____ Phone _____

EMPLOYMENT/INCOME:

Presently Employed By _____ How long _____

Business Address _____ Phone _____
street city state zip

Position _____ Salary \$ _____ /wk/ mo/ yr Supervisor _____ Phone _____

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 Supervisor _____ Phone _____

Other Income: Amount \$ _____ Per _____ Source _____

IMPORTANT TO APPLICANT:

1. Rental rates are subject to change without notice pending full lease execution.
2. 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 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 for legitimate purposes as so determined by the management.
5. The Lease Agreement was entered into based upon the representations of Tenant(s) contained in Rental Application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the Premises.
6. A copy of the criteria used to determine an applicant's eligibility to rent ("RENTAL CRITERIA") is available upon request.
7. Resident expressly authorizes Landlord or Landlord's Agent (including collection agency) to obtain Tenants consumer credit report, which the Landlord or it's agent may use if attempting to collect past due rents payments, late fees or other charges from Tenant, both during the term of this lease and thereafter.
8. I understand that any misrepresentation on this application whether intentional or negligent or simple oversight shall be considered a material breach of the application and of any lease agreement entered into subsequent hereto, and I understand and acknowledge that the application may be rejected and/or the lease agreement may be terminated as a result of any such misrepresentation made herein.
9. In lieu of any original signature to this agreement, Landlord will accept a valid and legitimate electronic and/or facsimile signature of the resident and/or guarantor. 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 residents and/or guarantors endorsements by electronic and/or facsimile signature.
10. I certify that I am a legal resident of the United States. We will not accept a guarantor who is not a US resident.

SIGNATURE _____ DATE _____

Si usted no comprende ingles, as necesario que obtenga alguien que traduzca esta noticia.
Muchas Gracias.



LEASE GUARANTY FORM

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 _____ to guarantee the obligations of _____

(Resident) arising under a written lease agreement between Sunchase Apartments (Landlord) and Resident, for a premises identified and described more particularly in the subject Lease Agreement, to which this Guarantor Form is attached thereto and is incorporated by reference therein. 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.

Guarantor Signature Date: ____/____/____

Notary Name _____

STATE OF _____ CITY/COUNTY OF _____

My commission expires: _____

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

Notary Signature and seal