

## GUARANTY OF RESIDENT OBLIGATIONS

This guaranty of Resident Obligations (this "Guaranty") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Guarantor") and Cypress Denton Station, Ltd., DBA Forum at Denton Station (the "Owner"). The purpose of this Guaranty is to express the terms upon which Guarantor will guarantee all obligations of \_\_\_\_\_ (the "Resident") to Owner including, but not limited to, the Resident's obligations under the Resident Housing Contract dated \_\_\_\_\_, by and between Resident and Owner whereby Resident leased certain Premises in space \_\_\_\_ (the "Exclusive Space") in Apartment No. \_\_\_\_\_ (the "Unit") identified in the Resident Housing Contract at Forum at Denton Station located at 201 Inman Street, Denton, TX 76205, (including all renewals and extensions of the Resident Housing Contract, as well as any Contract entered into between the parties hereto in the future) (collectively the "Contract").

For and in consideration of the mutual promises contained herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Guarantor's Representations.** Guarantor represents (i) that Guarantor has reviewed the Lease and any addenda thereto or documents to the extent Guarantor deems appropriate and that it understands that Owner's desire to enter into the Contract with Resident is expressly made conditional upon Guarantor's execution of this Guaranty; and (ii) that all information submitted in Resident's Rental Application was true and complete and authorizes the verification of same. Guarantor acknowledges that false information contained in Resident's Rental Application may constitute grounds for rejection of Resident's Rental Application, termination of Resident's right of occupancy and non-return of deposits. (iii) Guarantor represents that all information submitted on this guaranty is true and complete and authorize verification of such information via consumer reports, rental history reports, and other means. You will inform us of any change of address. Any person on which an investigative consumer report will be made has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and also has the right to request a written summary of the person's rights under the Fair Credit Reporting Act. Guarantor hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under the Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or Guaranty of for any other permissible purpose. You acknowledge that our privacy policy is available to you.

2. **Guarantee of Obligations.** Guarantor hereby individually and unconditionally guarantees to Owner the full, punctual and complete performance by Resident of all obligations of Resident to Owner under the Contract identified above including, but not limited to, extensions of renewals of the Contract, when Resident transfers to a different unit within the apartment community or when rent or other charges are increased in accordance with or after the stated term of the Contract. Guarantor agrees that Guarantor shall be personally bound by and personally liable for all obligations of Resident as if Guarantor executed the Contract of other documents giving rise to Resident's obligations, and for any and all future obligations of Resident to Owner, it being understood that this Guarantee is a continuing Guarantee covering any and all present and future obligations of Resident. In the event Resident fails to comply with any obligations under the Contract or such other documents, or in the event the Contract is declared invalid or void as a result of Resident's age or otherwise, Owner may recover any damages or other charges including, but not limited to, rent, late charges, property damage, repair costs, animal violation charges, utility payments and all other sums which may become due under the Contract from Guarantor, as if Guarantor executed the Contract as Resident, whether or not Owner seeks recovery from Residents. Guarantor waives: (i) any right to require Owner to proceed against Resident; (ii) any defense by reason of any disability of Resident or any other defense based on the termination of Resident's liability for any reason; (iii) any right to presentment, demand for performance, notices including notices of nonperformance, protest, dishonor acceptance of this Guaranty of the existence, creation or renewal of any obligation, and (iv) any benefit of any statute of limitation affecting Guarantor's liability under this Guaranty. Notwithstanding Guarantor's guarantee of the obligations of Resident as described herein, Guarantor expressly recognizes that Guarantor shall have no right to possession of the Premises or the Unit identified in the Contract or any other premises or unit in Owner's apartment community and that this Guaranty creates no obligation on Owner to provide any benefits whatsoever to Guarantor. However, the Owner may grant access to the Unit with written permission from the Resident. Owner may report unpaid rent, damages or other charges owed by Resident (and consequently by Guarantor) to the applicable credit reporting agencies for recordation on Guarantor's credit record.

3. **Notice.** Guarantor acknowledges that Owner shall not have an obligation to provide Guarantor with any type of notice of default or any notice whatsoever as a prerequisite or condition to Guarantor's liability after an event of default by a Resident under the Contract or such other document giving rise to Resident's obligations. Additionally, Guarantor acknowledges that Owner shall have the right to terminate the Contract or such other document or terminate Resident's right to possession without terminating the Contract or such other document pursuant to the terms of the Contract, such other document and applicable law after an event of default by Resident without the necessity of providing Guarantor with any notice. Guarantor expressly waives the right to receive any such notice from Owner. Notwithstanding the foregoing, Owner shall have the right, without the obligation, to provide notice to Guarantor with respect to any event of default either at the address of the Unit or the guarantor's mailing address.



Guarantor Information

**ABOUT GUARANTOR**

Full Name (exactly as on driver's license or govt. ID card): \_\_\_\_\_  
Current Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ (Please check one) Do you \_\_\_\_\_ own or \_\_\_\_\_ rent your home?  
If renting, name of apartments: \_\_\_\_\_ Monthly Rent or Mortgage Payment \$ \_\_\_\_\_  
Your Social Security Number: \_\_\_\_\_ Driver's License # and State: \_\_\_\_\_  
OR Govt. Photo ID Card#: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_  
Marital Status: \_\_\_\_\_ What relationship are you to the resident? \_\_\_\_\_  
Are you or your spouse a guarantor for any other lease? \_\_\_\_\_ yes \_\_\_\_\_ no. If so, how many? \_\_\_\_\_

**WORK/INCOME INFORMATION**

Present Employer (if applicable) \_\_\_\_\_ Employer's Address: \_\_\_\_\_  
\_\_\_\_\_ Work Phone: \_\_\_\_\_  
Supervisor's name: \_\_\_\_\_ Supervisor Phone: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Position: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_

**YOUR CREDIT/RENTAL HISTORY**

Your bank's name: \_\_\_\_\_ City/State: \_\_\_\_\_  
List Major Credit Cards: \_\_\_\_\_

To your knowledge, have you, or has the resident listed in this guaranty ever (check any that apply): \_\_\_\_\_ been asked to move out?  
\_\_\_\_\_ broken a rental agreement? \_\_\_\_\_ declared bankruptcy? \_\_\_\_\_ been sued for rent or property damage? To your knowledge,  
has the resident listed in this Guaranty ever: \_\_\_\_\_ been sued for property damage? \_\_\_\_\_ been charged, detained, or arrested  
for a felony or sex-related crime? Please explain: \_\_\_\_\_  
\_\_\_\_\_

IF GUARANTOR DOES NOT SIGN THE GUARANTY IN THE PRESENCE OF OWNER OR OWNER'S REPRESENTATIVE, GUARANTOR'S SIGNATURE MUST BE NOTARIZED. A FACSIMILE SIGNATURE WILL BE JUST AS BINDING AS AN ORIGINAL SIGNATURE. You are entitled to receive a copy of this Guaranty of Resident Obligations when it is fully signed.

The terms of this Guaranty of resident Obligations are agreed to and accepted by:

**FORUM AT DENTON STATION  
OWNER REPRESENTATIVE:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**GUARANTOR:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTARY OF GUARANTOR SIGNATURE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public,  
State of \_\_\_\_\_

