

407 S. Broad St. | PO Box 309 | Burlington, NC 27216

Lease Guaranty

This Lease Guaranty agreement is entered into between the person named below as Guarantor (hereafter called the Guarantor) and Tenant's Landlord by and through its Agent, RedStone Property Management (hereafter called the Agent). Once received by the Agent, it shall become a part of the signed Residential Rental Agreement between Landlord and Tenant.

It is understood that the Tenant named below has applied to lease a premises that is or will be identified more fully in the Residential Rental Agreement signed by the Tenant. The Proposed Leased Premises is subject to change and the parties agree that this Lease Guaranty shall apply to any premises wherein the Tenant signs a Residential Rental Agreement. The Residential Rental Agreement may be viewed in advance upon request by the Guarantor.

Landlord requires, as a condition of entering into a Residential Rental Agreement with Tenant, that the Residential Rental Agreement shall be guaranteed by Tenant's parent(s), guardian, or other qualified guarantor. This Lease Guaranty shall be in force irrespective of the financial means of the Tenant. A Residential Rental Agreement will be signed with the Tenant and/or the Guarantor subject to completion and acceptance of this Guaranty and the Tenant's Rental Application.

As the qualified Guarantor, the guarantor has requested the Landlord, through its Agent, to enter into a lease agreement for residential property. To induce such rental to the Tenant, the guarantor has agreed to guaranty the payment of any and all obligations of the Tenant under the Residential Rental Agreement and to pay all amounts owed pursuant to the Rental Agreement. The monthly rent is <u>due on the first day of each month</u>. In addition to the amounts guaranteed, the Guarantor agrees to pay any reasonable fees or costs associated with the collection of unpaid amounts.

The Guarantor's liability hereunder for payment of the obligations of Tenant shall not be affected by the exchange, compromise or surrender of all or any security now or hereafter held for payment of any of the obligations of Tenant, the modification, renewal and/or extension of any of the obligations of Tenant, and/or the release of, or the granting of an indulgence to, any other person liable for payment of the obligations of Tenant.

If there is a default in payment of the obligations of Tenant, Agent may employ an attorney to enforce its rights and remedies under this Guaranty Agreement and each Guarantor agrees to pay all costs and expenses, including reasonable attorneys fees, incurred by Agent in attempting to collect any unpaid portion of the obligations of Tenant and/or to enforce any of Landlord's rights and remedies under this Guaranty Agreement.

Each Guarantor expressly waives: (a) notice of acceptance of this guaranty and of all extensions of credit to the Tenant; (b) presentment and demand for payment of any of the obligations of Tenant; (c) protest and notice of dishonor or of default to the Guarantors or to any other party with respect to any of the obligations of Tenant or with respect to any security therefore; (d) all other notices to which a Guarantor might otherwise be entitled; and (e) demand for payment under this guaranty.

This is a guaranty of payment and not of collection. The liability of each Guarantor on this guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Tenant or any other person or the enforcement of any security interest or lien available to Landlord. Each Guarantor waives any right to require that an action be brought against the Tenant or any other person or to require the enforcement of any security interest or lien securing the payment of any of the obligations of Tenant or to require the enforcement of any other remedy against the Tenant or others.

This guaranty shall be binding upon each Guarantor, his or her personal representatives, successors and assigns until (and then only with respect to future transactions or commitments) the lease or any subsequent leased premises is terminated.

Lease Guaranty (continued)

Student's Name:			
Guarantor's Name:	* Spouse (if applicable)		*
Guarantor's Date of Birth:	* Soc. Sec. #		*
Guarantor's Mailing Address:			*
Guarantor's City:	* State:	* Zip Code:	*
Guarantor's Preferred Contact Number:		*	
Guarantor's Preferred Email Address:			*
Estimated Annual Household Income: \$		_	

ACKNOWLEDGEMENT

The information contained in this Lease Guaranty with Landlord, by and through its agent, RedStone Property Management. is true to the best of my knowledge and belief. Material misrepresentations on this application will constitute a default under the Residential Rental Agreement, I understand and agree that the information furnished in this application may be verified by the Agent or its authorized representatives. Management reserves the right to decline the Guarantor if the information provided is untrue or does not meet management's qualifications.

This application is subject to Credit verification. I hereby authorize all individuals and organizations named or referred to in my application and any law enforcement organization to give the Agent all information relative to verification. I hereby release such individuals, organization, and the Agent from any and all liability for any claim or damage resulting there from. When no longer needed, this application will be confidentially shredded by the Agent. I have read and agree to the provisions of this Lease Guaranty.

Guarantor's Signature: _____ Date: _____