



2020 Lease Contract Guaranty

Date when filled out: _____

Stallings Properties – 2422 Dr. Sanders Rd., Aubrey, TX 76227 – (940) 368-3736

Email: michellestallings.texas@gmail.com Website: http://www.stallings-properties.com

M E M B E R

Do not sign this form unless you understand that you have the same liability as all residents for rent and other money owed.

LEASE CONTRACT INFORMATION

Please print.

About the Lease:

Date of Lease Contract (see the top left corner on page 1 of the Lease Contract): _____

Apartment Owner's name: Ronny & Michelle Stallings

Resident name(s) on Lease Contract you will guarantee: _____

Last date Guarantor can renew is ending date of lease below.

Unit # of apartment: _____ AND street address of dwelling being leased: LUX Apartments

City/State/Zip: 2516 Louise St., Denton, TX 76201

Monthly rent for dwelling unit: \$925.00 (\$462.50/occupant)

Reletting charge: \$786.26 (85% of 1 month's rent) Beginning

Date of Lease: _____

Ending Date of Lease: _____

GUARANTOR INFORMATION

Please print. Use for one guarantor only (can include guarantor's spouse).

About the Guarantor:

Full name (exactly as on driver's license or gov't ID card): _____

Current Address: _____

City/State/Zip: _____

Phone #: (_____) _____

Email address: _____

Your Social Security #: _____

Birthdate: _____ Sex: _____

Driver's License # and State: _____

OR gov't photo ID card #: _____

Marital Status: single married divorced widowed separated

Total number of dependents under 18 or in college: _____

What is your relationship to the resident or residents?

parent; brother/sister; employer; other _____

Do you (check one) own **OR** rent your home?

If renting, name of apartments: _____

Manager's name: _____ Phone: _____

Are you or your spouse a guarantor for any other lease?

Yes No. If so, how many? _____

Your Work:

Current employer: _____

Employer's address: _____

City/State/Zip: _____

Work phone: (_____) _____

Manager's name: _____

Email address: _____

How long with this employer: _____ yrs. Position: _____

Your gross monthly income is over \$ _____

Supervisor's name: _____

Your Spouse

Full name (exactly as on driver's license or gov't ID card): _____

Driver's License # and State: _____

OR gov't photo ID card #: _____

Your Social Security #: _____

Birthdate: _____ Sex: _____

Cell or Landline Phone #: (_____) _____

Email: _____

Current employer: _____

How long with employer: _____ yrs. Position: _____

Your gross monthly income is over \$ _____

Your Credit and Rental History:

Your bank's Name: _____

City/State: _____

List major credit cards: MasterCard; Amex; Visa; Other: _____

To your knowledge, have you, your spouse or any resident listed in this Guaranty ever been asked to move out? Yes No; broken a rental agreement? Yes No; been sued for rent? Yes No; ever declared bankruptcy? Yes No.

To your knowledge, has any resident listed in this Guaranty ever been sued for property damage? Yes No; ever been charged, detained or arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion? Yes No; ever been charged, detained or arrested for a felony or sex-related crime that has not been resolved by any method? Yes No. Please explain on a separate page.

*Monthly rent includes water, trash & septic and is for an unfurnished apartment. It does not include electricity, pet deposit or security deposit.

1 **Scope of Liability.** Each guarantor must submit and execute a separate Lease Guaranty, unless guarantors are married. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain liable for sums owed to us by the resident, including damages, until your Lease Guaranty ends. The term “you” in this Guaranty refers to the guarantor and the guarantor’s spouse, if applicable.

2 **Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident or residents apply to guarantor as well. All residents, guarantors, and guarantors’ spouses are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.

3 **Location of Performance and Payment.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located.

4 **Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you.

Signature. A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.

6 **Copy of Lease Contract.** *We recommend that you obtain a copy of the Lease and read it.* This Guaranty applies even if you don’t do so. We will give you a copy of the Lease if you request one in writing.

7 **Your Acknowledgments.** *You acknowledge that by signing this Lease Guaranty you unconditionally guarantee all obligations of all residents under the Lease, including rent, late charges, property damage, repair costs, animal-rules-violation charges, reletting charges, utility payments, and all other sums which may become due under the Lease. Guarantor is not liable for any increases in the amount of rent stated in this agreement, or is not liable if the lease parties change, regardless of any lease renewals or month-to-month renewals, unless the Guarantor agrees to a different amount or to different lease parties in a separate written agreement.*

8 **Length of Obligations.** Your obligations as guarantor will continue for (**check one**):

- only the initial Lease term, **OR**
- all Lease terms and renewals, including automatic renewals, amendments, and modifications entered into by the date listed above as the “last date for Guarantor renewal.” If neither box is checked, your obligations continue for the duration of all the Lease terms or renewals of the resident(s) entered into by the date specified above for Guarantor renewal.

Signature of Guarantor

Signature of Guarantor’s Spouse (*if applicable*)

Date of Signing Guaranty

FOR OFFICE USE ONLY :

Signatures of all Guarantors were verified by owner’s representative.

Verification was by phone **OR** face-to-face meeting.

Date or dates of verification: _____

Telephone numbers called: _____

Guarantor or Guarantors Contacted: _____

Owner’s representative who talked to the Guarantor or Guarantors : **Michelle Stallings**

After signing, please return the signed original of this Guaranty and a non-refundable Application Fee of \$35 to:

Mail: **Stallings Properties** Email: **michellestallings.texas@gmail.com**
2422 Dr. Sanders Rd
Aubrey, TX 76227

OR use our drop box at the rear of the complex on the outer wall of the maintenance building.

Our telephone number is (940) 368-3736

You are entitled to a copy of this Lease Guaranty when it is fully signed. Keep it in a safe place.