

**LEASE GUARANTOR APPLICATION AND AUTHORIZATION**

Property/Property Address: Abby Creek Apartments, 5820 Fair Oaks Blvd, Carmichael, CA 95608

Proposed Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

**PLEASE PRINT CLEARLY AND FILL-OUT COMPLETELY.**

Guarantor Full Name (no nicknames): \_\_\_\_\_

First Name

Middle Name

Last Name

Maiden/Other Names/Nicknames (including dates used): \_\_\_\_\_

Relationship to Proposed Tenant(s): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Gender: Male or Female

State Issued ID (State and #): \_\_\_\_\_

Street Address: \_\_\_\_\_ Apartment/Unit Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Employer: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer's Address: \_\_\_\_\_ Zip \_\_\_\_\_

Employer's Phone Number (\_\_\_\_\_) \_\_\_\_\_ Monthly Income: \_\_\_\_\_

Personal Reference: \_\_\_\_\_ Phone Number: \_\_\_\_\_

As part of the screening procedure for evaluating whether to extend an offer of residency to the above tenant(s) and allow you to guarantee the lease obligations of the tenant(s), Abby Creek Apartments (the "Company") will obtain one or more consumer reports and/or investigative consumer reports. By signing below, you hereby consent to and authorize the Company to obtain the following reports(s) about you:

	Nature of Report	Scope of Report
<input type="checkbox"/>	Credit Check	Credit worthiness, credit standing or credit capacity
<input type="checkbox"/>		

The report(s) may contain information about your character, general reputation, personal characteristics and/or mode of living, and will be used, in part, to verify information contained in your application for residency. The report(s) will be obtained from the following consumer reporting agency: RealPage, Inc., 4000 International Parkway, Carrollton, Texas 75007 (Telephone No. 866-934-1124). A summary of consumer rights under the California Investigative Consumer Reporting Agencies Act, California Civil Code §1786.22 is attached. The Company reserves the right to verify any information provided by you in this Lease Guarantor Application and Authorization by any other method allowed by law.

You have the right to request copies of your report(s) by checking the box below. If you request a copy of your report(s), they will be sent to you within three business days after the Company receives the report(s).

☐ I wish to receive copies of the investigative consumer report(s)/consumer report(s)/consumer credit report(s) at no cost to me at the same time they are sent to the Company. (Check box only if you wish to receive copies of such report(s).)

By signing below, you (a) certify that the information contained in this Lease Guarantor Application and Authorization is true, complete and correct, and (b) acknowledge and agree that Landlord is relying on this Lease Guarantor Application and Authorization as well as the consumer report(s) and/or investigative consumer report(s) described herein in order to evaluate the Proposed Tenant's application for residency. This Lease Guarantor Application and Authorization may be signed manually or by Electronic Signature (as defined below). Delivery of this Lease Guarantor Application and Authorization containing or otherwise bearing or having associated therewith an Electronic Signature (a) shall be deemed to be conclusive proof of your intent and agreement to authenticate this writing, and (b) shall have the same force and effect as delivery of an original manual signature. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including, without limitation, facsimile, email electronic signatures, or manual signatures scanned and transmitted by e-mail as a PDF), pursuant to Uniform Electronic Transaction Act ("UETA"), as amended from time to time.

Guarantor Applicant's Printed Name (Print Clearly): \_\_\_\_\_

Guarantor Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **California Civil Code § 1786.22**

You have a right under California law to inspect files maintained on you by an investigative consumer reporting agency pursuant to any of the following procedures, during normal business hours and on reasonable notice:

- 1) You may personally inspect the files if you provide proper identification (e.g., valid driver's license, social security account number, military identification card, credit cards), and may receive a copy of the file for the actual cost of duplication services provided.
- 2) You may make a written request, by certified mail and with proper identification, as described above, for copies to be sent to a specified addressee.
- 3) You may make a written request, with proper identification as described above, for telephone disclosure of a summary of information contained in your files, if any toll charge is prepaid by or charged directly to you.

If you are unable to provide "proper identification" through the types of cards or numbers listed above, the agency may require additional information concerning your employment and personal or family history in order to verify your identity.

The agency must provide trained personnel to explain to you any information that the agency is required to furnish to you from your file. The agency also must provide you with a written explanation of any coded information contained in your files at the time your file is provided to you for inspection. You are permitted by law to be accompanied by one other person of your choosing when inspecting your files. That person must furnish reasonable identification. The agency may require you to provide the agency with a written statement granting permission to the agency to discuss your file in such person's presence. The agency also is not required by law to make available to you the sources of information in your files, although such information would be obtainable through discovery procedures in any court action brought under the Investigative Consumer Reporting Agencies Act.

## GUARANTY

This Guaranty (“**Guaranty**”) dated \_\_\_\_\_, 20\_\_\_\_ is made by \_\_\_\_\_ having an address at \_\_\_\_\_ (“**Guarantor**”) in favor of Abby Creek Apartments (“**Landlord**”). Landlord and \_\_\_\_\_ (“**Resident(s)**”) have entered into a Residential Lease/Rental Agreement (the “**Agreement**”). Under the Agreement, Landlord rented to Resident property located at 5820 Fair Oaks Blvd, Carmichael, CA 95608 (“**Premises**”). As a condition to entering into the Agreement, Landlord has required that Guarantor execute and deliver to Landlord this Guaranty.

As a material inducement to Landlord to enter into the Agreement with Resident, Guarantor agrees as follows:

**1. Guaranty.** Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the timely payment of all amounts that Resident owes under the Agreement, or any Agreement extensions, renewals, or modifications. Guarantor further guarantees Resident’s full, faithful, and timely performance of the Agreement, or any Agreement extensions, renewals, or modifications. If Resident fails to pay amounts due (whether rent or other amounts) or fails to otherwise perform any covenant or obligation under the Agreement, Guarantor (at Guarantor’s expense) will fully and promptly pay all amounts due and perform all of Resident’s covenants and obligations under the Agreement on demand by Landlord. Amounts due may include (but are not limited to) rent, interest, costs advanced by Landlord, damages, cleaning costs, repair costs, or replacement costs for real or personal property, and all expenses including, (but not limited to) court costs and reasonable attorney fees that may arise because of Resident’s default. In addition, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty or in any action or proceeding arising out of, or relating to, this Guaranty.

**2. Term.** This Guaranty will become effective when it is signed and delivered to Landlord, and notwithstanding any termination, renewal, extension or holding over of the Agreement, it will continue until all of Resident’s obligations have been fully and completely performed. Guarantor waives the provisions of California Civil Code §2815, and understands that Guarantor may not revoke this continuing guaranty until all of Resident’s obligations have been fully and completely performed, and possession of the property has been restored to Landlord.

**3. Resident Definition.** For purposes of this Guaranty, and the obligations and liabilities of Guarantor, the term “Resident” includes any and all occupants of the Premises, whether original residents or tenants, subresidents or subtenants, assignees, or others directly or indirectly leasing or occupying the Premises.

**4. Independent Obligations.** The obligations of Guarantor are independent of, and may exceed, the obligations of Resident. At Landlord’s option, a separate action may be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Resident, or whether or not Resident is joined in any action, and Guarantor may be joined in any action or proceeding initiated by Landlord against Resident arising out of, in connection with, or based upon the Agreement.

**5. Guarantor Waivers.** Guarantor waives and relinquishes any and all rights or remedies which Guarantor may have under California or Federal law, including (but not limited to) any right (a) to require Landlord to proceed against Resident, other Guarantors, or any other person or entity liable to Landlord or pursue any other remedy in Landlord’s power, or any right under California Civil Code §2845, (b) to complain of delay in the enforcement of Landlord’s rights under the Agreement, and (c) to require Landlord to proceed against or exhaust any security held from Resident or Guarantor. Guarantor waives any defense based (i) on any disability or other defense of Resident, (ii) discharge, release or limitation of the liability of Resident to Landlord, (iii) any restraint or stay applicable to actions against Resident, (iv) any disaffirmance or abandonment of the Agreement by a trustee of Resident, whether consensual, by court order or other governmental authority, arising by operation of law, or (v) any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor relief proceeding, or (vi) Landlord’s failure to file a claim in bankruptcy, or (vii) any other cause. Guarantor waives any right of subrogation and all demands upon and notices to Resident and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guaranty. Guarantor waives any defenses it may have as a result of Landlord’s election of any remedy against it or Resident or both.

**6. Guarantor Subrogation.** Guarantor subrogates all existing or future indebtedness of Resident to Guarantor to the obligations owed to Landlord under the Agreement and this Guaranty.

**7. No Reporting Duty.** Guarantor assumes full responsibility for keeping fully informed of the financial condition of Resident and all other circumstances affecting Resident's ability to perform Resident's obligations under the Agreement. Guarantor agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Resident's financial condition or any circumstances bearing on Resident's ability to perform any obligations.

**8. Agreement Extensions, Amendments, Assignments and Subletting.** Guarantor agrees that the Agreement may be extended, renewed, modified, assigned or sublet (by agreement or course of conduct) without consent or notice to Guarantor and this Guaranty will guaranty the performance of the Agreement as extended, renewed, modified, assigned or sublet. Any act of Landlord, consisting of a modification of the Agreement, a waiver of any of the terms or conditions of the Agreement, or giving any consent, or granting any indulgences or extensions of time to Resident, are deemed approved by Guarantor and may be done without notice to Guarantor and without releasing Guarantor from any of its obligations under this Guaranty.

**9. Joint and Several Obligations.** If this Guaranty is signed by more than one party, or if the obligations of Resident are otherwise guaranteed by more than one party, their obligations will be joint and several, and a release or liability limitation of any one or more of the guarantors will not release or limit the liability of any other guarantors.

**10. Landlord Rights, Waiver, Release and Amendment.** All Landlord remedies against Guarantor are cumulative. No Landlord rights under this Guaranty can be waived or modified, nor will Guarantor be released from Guarantor's obligations under this Guaranty, except in a writing, signed by Landlord.

**11. Successors and Assigns.** This Guaranty will be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and will inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may, without notice to or consent of Guarantor, assign this Guaranty, the Agreement, or the rents and other sums payable under the Agreement, in whole or in part.

**12. Governing Law.** This Guaranty is made under and will be governed by California law in all respects, including matters of construction, validity, and performance. This Guaranty may not be waived, altered, modified, or amended except in a writing signed by an authorized officer of Landlord and by Guarantor. Any action arising out of this Guaranty may be brought in the county where the property is located.

**13. Severance.** If any provision of this Guaranty is invalid under the laws of any jurisdiction, this Guaranty will be construed as if it did not contain that provision.

**14. Counterparts and Fax Signatures.** This Guaranty may be executed in counterpart, each which will be a valid and binding original, but all together will constitute one and the same instrument. Landlord may rely on a faxed copy of this Guaranty as if it was the original.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Guarantor**

*[Notary acknowledgment on following page]*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument and acknowledged to me that he/she/they executed it in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public