

PERSONAL GUARANTY OF RENT

The undersigned ("Guarantor"), for the consideration of the execution of a rental agreement and for other valuable consideration, the receipt of which is hereby acknowledged, hereby guarantees that Resident will pay all rent when due and will perform all of the terms and conditions of Resident's part, to be performed under the rental agreement, and upon Resident's failure to do so, Guarantor will perform the same.

This personal ("Guaranty") and attached rental agreement ("lease") shall be governed by the laws of the state of Arizona. Should litigation become necessary to enforce any of the provisions of said lease and/or this Guaranty, the prevailing party shall be entitled to an award of its/their reasonable attorney's fees and court costs, and other costs of collection, from the losing party. Said Guarantor hereby agrees to submit to the jurisdiction of the courts of Arizona for any legal proceedings that may arise under this Guaranty.

The apartment community is not responsible for contacting the Guarantor due to non-payment of rent or other breach of the lease of Arizona law.

RESIDENT:

Name: _____
Apartment Community: _____
Apartment #: _____
Monthly rental amount: _____
Term of Lease: _____

GUARANTOR:

Signature: _____
Signature of Spouse: _____
Marital Status:
___ Single
___ Married (If married, spouse must also sign form)

Relationship to Resident _____

GUARANTOR PERSONAL INFORMATION:

Name: _____
Social Security # _____
Date of Birth: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone #: _____

Employer: _____
Employer's Address: _____
Employer's Phone #: _____
Salary: _____
Other income: _____
Source: _____

SUBSCRIBED AND SWORN TO ME

BEFORE this _____ day of _____, 20____.

NOTARY PUBLIC IN THE STATE OF _____
MY COMMISSION EXPIRES: _____

Guarantor represents that all information given on the application is true and correct and hereby authorizes verification of all references and facts, including obtaining records regarding unlawful detainers or similar proceedings, credit worthiness and credit reports.

Guarantor hereby waives any claim and releases from liability any person providing or obtaining said verification or additional information.

Signature: _____ Date: _____

Signature of Spouse: _____ Date: _____

Saratoga Apartments

Addendum to Rental Application

Answer All Questions for Adults and Juvenile Applicants

1. Have you, or anyone (including all potential occupants) on this Application, ever been evicted, asked to leave a property, moved to avoid eviction, or moved because of any problem with a tenant or the landlord?

___ Yes ___ No If yes, please explain: _____

2. Have you, or anyone (including all potential occupants) on this Application, ever plead no contest to, plead guilty to or been convicted of any felony; or ever plead no contest to, plead guilty to, or been convicted of any misdemeanor involving alcohol, drugs, gangs, DUI, weapons, children, violence, or theft (including any crime in the same categories plead to, convicted of, or committed by any potential juvenile occupants)

___ Yes ___ No if yes, please explain: _____

3. Are there any criminal cases currently filed or pending against you or any prospective lessee or occupant?

___ Yes ___ No if yes, please explain: _____

4. Have you or anyone on this application, ever been placed on probation, parole, released from jail or released from prison?

___ Yes ___ No if yes, please explain: _____

5. Have you, or anyone on this application, ever been, or currently are, a member of a gang or a member of a gang currently involved in any criminal activity, been arrested in the last five years, have an arrest warrant outstanding, or awaiting disposition in any criminal matter?

___ Yes ___ No if yes, please explain: _____

I/WE warrant that neither I/WE, nor any member of my/our household 1) have any criminal charges pending 2) have no criminal charges that are in the process of being filed or awaiting to be filed by any government entity 3) are not awaiting disposition of any criminal charge 4) that there are no criminal charges looming in any way and, 5) have not been involved in any activity that may result in an arrest or any criminal charges. I/We agree that if tenancy is excepted by landlord and any criminal charge is later learned of by Landlord, that Landlord may immediately terminate my/our tenancy by eviction or otherwise and I/WE will be responsible for the attorney fees, costs, collection fees, concession payback, lease break fees, damages, other charges and rent.

Resident Signature

Date