

## Lease Guarantor's Application

Before an application can be processed each guarantor must submit an additional \$15 application fee. These fees help offset charges from a third party reporting service. If the requested property is leased to another party before your application is processed, the application fee will be refunded. Otherwise, the application fee is non-refundable.

Payment can be made by check, money order, or online from your bank account through Payment Services Network at: [www.eresrental.com/eresresourceslinks.htm](http://www.eresrental.com/eresresourceslinks.htm) . (PSN charges a fee of \$1.50 per transaction.)

**For:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
*(Name of prospective tenant)* *(Address of desired rental, if known)*

**1. Guarantor** \_\_\_\_\_  
*First, Middle, and Last Name* *Date of birth (MM/DD/YY)*

**2. Current address:** \_\_\_\_\_  
*Address* *City* *State* *Zip Code*

**3. Co-Guarantor (spouse/partner)** \_\_\_\_\_  
*First, Middle, and Last Name* *Date of birth (MM/DD/YY)*

**4. Employer:** \_\_\_\_\_  
*Employer's name or your business's name* *Telephone number with area code*

**5. Other Income:** \$ \_\_\_\_\_ / month. **Source of other income:** \_\_\_\_\_

**6. Combined monthly income of guarantor and co-guarantor:** \$ \_\_\_\_\_ / month.

**7. Identification:**

Guarantor's Social Security Number: \_\_\_\_\_ Co-guarantor's Social Security Number: \_\_\_\_\_  
*(Required Information)* *(Required Information)*

IN MAKING THIS RENTAL APPLICATION, it is understood that an investigative consumer report may be prepared whereby information is obtained through credit reporting services and other individuals who might have knowledge of the applicant.

IN SIGNING and submitting this application, the applicants authorize E.R.E.S., Inc. or its agents to contact the applicant's references and for those parties to release information to verify the facts reported by the applicant. Applicants hereby acknowledge that Applicants agree to the provisions of this application and the information submitted is true.

\_\_\_\_\_  
*Guarantor's signature*

\_\_\_\_\_  
*Co-guarantor's signature*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Telephone Number* *(please include area code)*

**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (“Guaranty”) is made and entered into by and between \_\_\_\_\_  
(Please type/print guarantor’s name)

(“Guarantor”) and Eck Real Estate Services, Inc. (“Landlord”). Attached hereto and incorporated herein is a copy of the prospective

lease form agreement to be signed by \_\_\_\_\_ (“Tenant”) and Landlord subject to completion as  
(Please type/print tenant’s name)

appropriate. Guarantor’s relationship to Tenant: \_\_\_\_\_ (i.e., parent, sponsor, etc.)

The Landlord requires, as a possible condition of the acceptance of such Tenant, that all monetary obligations of the Tenant with respect to the Lease are personally and unconditionally guaranteed by the prospective Tenant’s parent, guardian, or other sponsor. Based on the Guarantor’s interest in Tenant and to induce Landlord to enter into the Lease, Guarantor agrees as follows:

1. The undersigned guaranties to Landlord and its successors and assigns, the full payment of all rent and other sums due under the Lease and the performance of all the other terms of the Lease for which the undersigned shall be jointly and severally liable with Tenant and with any other guarantors of the Lease. If default occurs under the Lease, Landlord may proceed against Guarantor to enforce this Guaranty in the county in which the leased premises are located, and Guarantor consents to personal jurisdiction of such court. This Guaranty shall be governed by the laws of the state of Kansas. If an agreement exists between individuals on the lease as to the amount each person pays, this agreement is personal and not one that ERES, Inc. has made with individual tenants.
2. The obligations of the Guarantor shall not be terminated by any modifications or amendments to the Lease, any extension or renewal of the term of the Lease, or any expansion of the leased premises.
3. This Guaranty may only be modified or terminated by an agreement in writing signed by Landlord and Guarantor.
4. Guarantor represents that financial statements submitted by Guarantor to Landlord in connection with the Lease are true and correct and accurately reflect the financial condition of Guarantor.
5. This guaranty is effective on the date of the Lease.
6. It is agreed that Guarantor will obtain a copy of the fully executed lease agreement from Tenant. Guarantor agrees that this guarantee pertains to the financial responsibilities of Tenant and that Guarantor is not otherwise a party to the lease with tenants’ rights. Landlord will communicate with Tenant in all matters concerning the tenancy and will only communicate with Guarantor in the matters of financial obligation.
7. THIS GUARANTY MAY BE CONSIDERED VOID IF THE TERMS ARE ALTERED OR AMEMDED BY TENANT OR GUARANTOR.

**Guarantor**

**Landlord**

\_\_\_\_\_  
Signature

Eck Real Estate Services, Inc.

\_\_\_\_\_  
Street Address

915 Louisiana Street

\_\_\_\_\_  
City, State, Zip Code

Lawrence, KS 66044

\_\_\_\_\_  
Telephone Number

785-749-6084 (voice & fax)

\_\_\_\_\_  
Email Address

Email: eres@sunflower.com

*(This guaranty must be notarized and an original copy sent to ERES.)*

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_, Guarantor.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_