

Lease Guarantor's Application

Please fill out in either blue or black ink pen

Before an application can be processed each guarantor must submit a fully completed including notarized form with the \$15 processing fee in a cash or money order (NO CARD or CHECK). The fee goes to pay the 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.

Do you currently have a freeze or a hold on your credit? _____ If you have a freeze/hold on your credit and we try to pull a credit report you may be charged an additional \$15 for having to pull it again after you've lifted the freeze for us to run it again.

For: _____ **Address:** _____
(Full legal name of applicant) (Address of desired rental, if known)

Guarantor: _____ **Date of birth:** _____
(Full legal name) (MM/DD/YYYY)

Current phone number: _____ **Email Address:** _____
(Include area code)

Current address: _____
Street address City State Zip Code

Social Security Number: _____ **Employer:** _____
(Required information) (Employer's name or your business name) (Telephone number with area code)

Co-Guarantor (spouse/partner): _____ **Date of birth:** _____
(Optional) (Full legal name) (MM/DD/YYYY)

Current phone number: _____ **Email Address:** _____
(Include area code)

Current address: _____
Street address City State Zip Code

Social Security Number: _____ **Employer:** _____
(Required information) (Employer's name or your business name) (Telephone number with area code)

Combined monthly income of guarantor and co-guarantor: \$ _____ / month.

Please submit proof of income via email or printed copy. Proof of income can either be the last (3) paystubs, most recent W-2 or most recent tax return.

Both guarantor application forms with the original notarization must be either dropped off in our drop box or mailed to us at 915 Louisiana Street, Lawrence, KS 66044. If guarantor is out of town the forms may be scanned and emailed (office@eresrental.com) directly to us but then the original must be mailed before we can give final approval.

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

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made and entered into by and between _____
(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
(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. ERES MAY CONSIDER THIS GUARANTY VOID IF THE TERMS ARE ALTERED OR AMENDED.

Guarantor

Signature

Street Address

City, State, Zip Code

Telephone Number

Email Address

Landlord

Eck Real Estate Services, Inc.

915 Louisiana Street

Lawrence, KS 66044

785-749-6084

Email: office@eresrental.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: _____