

# GUARANTOR APPLICATION

OFFICE USE ONLY			
Guarantor for:	Name of Property	Rental Rate	Move-In Date

**PLEASE READ BEFORE COMPLETING THIS APPLICATION:**

Guarantor should answer all questions completely (including where references may be reached Monday - Friday from 10:00 am to 5:00 pm).  
**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED!**

GUARANTOR INFORMATION			EMAIL:		
LAST NAME	FIRST NAME	MIDDLE	PHONE	BIRTHDATE	SSN
RESIDENTIAL INFORMATION					
CURRENT ADDRESS					
STREET ADDRESS AND APT. NUMBER	CITY	STATE	ZIP	HOW LONG? FROM                      TO	
NAME OF LANDLORD OR MORTGAGE CO.	ADDRESS--LANDLORD		PHONE--LANDLORD	RENT PAID	
PREVIOUS ADDRESS					
STREET ADDRESS AND APT. NUMBER	CITY	STATE	ZIP	HOW LONG? FROM                      TO	
NAME OF LANDLORD OR MORTGAGE CO.	ADDRESS--LANDLORD		PHONE--LANDLORD	RENT PAID	
Have you ever refused to pay rent? _____ Been evicted? _____ Convicted of a felony? _____					
If so, please explain: _____					
GUARANTOR EMPLOYMENT					
EMPLOYER	ADDRESS	CITY	STATE	ZIP	
POSITION	HOW LONG? FROM                      TO	MO. INCOME - NET	TELEPHONE #		
PRIOR EMPLOYMENT & POSITION	HOW LONG? FROM                      TO	PHONE #	MO. INCOME - NET		
SOURCE OF OTHER INCOME	HOW MUCH PER MONTH?		DURATION OF INCOME		
DRIVER'S LICENSE #	STATE ISSUED	EXPIRATION DATE			

By signing, the Guarantor releases the management company to conduct an investigative report to determine the eligibility of Guarantor. This inquiry includes information as to character, credit and mode of living. This application may be denied as a result of any misrepresentation or insufficient information as a result of an incomplete application. Guarantor has the right to make a written request within a reasonable period of time to receive additional information as to the nature and scope of this investigation.

**GUARANTOR'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

# GUARANTOR AGREEMENT

THIS GUARANTY ("Guaranty") is entered into between landlord, Cornerstone Residential and \_\_\_\_\_, (Guarantor(s)) an individual(s), is the Guarantor(s) subject to all the terms of this Guaranty. In exchange for this Guaranty, Cornerstone Residential has agreed to consider granting a "Leasing Agreement" to \_\_\_\_\_ (Lessee(s)) for the residential rental property located at \_\_\_\_\_ Emporia, KS 66801. Guarantor(s) understand that the Lessee(s) application will not be considered without a Guaranty Agreement and this Guaranty Agreement does not mean the Lessee(s) application will be approved.

If Lessee(s) application is approved, Guarantor(s) unconditionally guarantees **all financial obligations** (including but not limited to the payment of rent, late fees, and damages) under the terms of "Lease Agreement", now or in the future and any extensions, modifications or notations thereof.

The Guarantor(s) waives:

- a. the giving of any notices and the making of any demands including but not limited to notice of nonpayment, protest, notice of protest or other such notice;
- b. diligence Cornerstone Residential in collection of any obligation guaranteed herein.

Guarantor(s) agrees that Cornerstone Residential shall NOT have to exhaust any remedies it may have against Lessee(s); give notice of acceptance of this Guaranty; first initiate suit or foreclose upon any lien or security interest prior to demanding payment under this Guaranty and may at its discretion seek to enforce this Guaranty solely against Guarantor(s).

Guarantor(s) agrees that Cornerstone Residential may change the form of any indebtedness, extend the indebtedness, change the deliveries or payments, or otherwise modify the terms of the Lease Agreement to Lessee(s) all without in any manner affecting Guarantor's liability there under.

This Guaranty shall be valid for the entire term of the Lease Agreement and any extensions or renewals thereof.

No oral agreements or representations shall be binding on either party. This Agreement may only be modified by a written agreement executed by both parties.

This Agreement encompasses the entire agreement.

This Agreement is deemed separable, so that if any sentence, provision or section hereof, or any part thereof, shall be deemed invalid, it shall not be deemed to affect the validity of the remaining provisions thereof.

The validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the state of Kansas without giving effect to the conflict of law principles thereof. Guarantor(s) consent to personal jurisdiction of the Court in the County in which the above described property is located.

## Guarantor Information

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Phone Number

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

## Financial Information

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Gross Monthly Income

\_\_\_\_\_  
Phone/ Contact Name

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
My Commission Expires