



14 Mary Lee Lane Starkville, MS 39759

GUARANTOR APPLICATION

Each guarantor must submit a separate application.

RESIDENT YOU ARE APPLYING FOR: _____

Relationship: () Mother () Father () Grandparent () Other(Please Specify) _____

I. GUARANTOR INFORMATION

NAME LAST FIRST MIDDLE SOCIAL SECURITY # DRIVERS LICENSE #

PHONE NUMBER E-MAIL ADDRESS

PRESENT ADDRESS () OWN () RENT CITY STATE/ZIP MONTHLY RENT/MORTGAGE

PRESENT LANDLORD/PROPERTY/MORTGAGE CO. ADDRESS PHONE # HOW LONG AT PRESENT ADDRESS

PREVIOUS ADDRESS (If less than 3 years at present address) CITY STATE/ZIP

PREVIOUS LANDLORD/PROPERTY/MORTGAGE CO. ADDRESS PHONE # HOW LONG AT PREVIOUS ADDRESS

II. EMPLOYMENT INCOME

List all full-time or part-time employment, including self-employment of all household members and the anticipated income from each source of employment during the next 12-month period.

NAME	EMPLOYER/ADDRESS/CITY/STATE	ANNUAL INCOME	DATE OF EMPLOYE-MENT	POSITION	PHONE #	SUPERVISOR

III. OTHER INCOME

List all other types of income such as Financial Aid, Alimony, Child Support, Social Security, Pensions, Disability Compensation, Unemployment Compensation, Welfare, SSI or Recurring Contributions or Gifts Regularly Received or Investments, etc.

NAME	TYPE OF INCOME	ANNUAL AMOUNT

Do not include Reimbursable Medical Expenses, Foster Childcare Payments, Income from the Employment of Children under the age of 18, Inheritance, or Education Scholarships.

IV. PERSONAL REFERENCE:

NAME _____

NAME _____

ADDRESS _____

ADDRESS _____

PHONE # _____

PHONE # _____

V

YOUR RENTAL/CRIMINAL HISTORY
 Have you ever: been () evicted or asked to move out? () broken a rental agreement or lease contract? () declared bankruptcy? () been sued for nonpayment of rent? () been sued for damage to rental property? () been convicted of a felony? () received deferred adjudication for a felony? Please indicate the year, location and type of each felony. We may need to discuss more facts before making a decision _____
You represent the answer is "no" to any item not check above.

VIII. _____

**THIS SECTION IS VERY IMPORTANT!
 GUARANTOR MUST READ, UNDERSTAND, AND SIGN THIS STATEMENT**

The information provided in this Application is true, correct and complete. Any misstatement or omission of fact in this Application may result in denial of resident application and/or termination of lease if after lease has begun. Time is of the essence with respect to the agreements set forth in this Application. The undersigned hereby authorize Landlord to obtain credit reports and conduct such other investigations of Guarantor, as Landlord deems necessary in connection with this Application and leasing of the Apartment to Applicant.

GUARANTOR _____ DATE _____

WITNESSED _____ DATE _____



CONTINUING PARENTAL OR SPONSOR GUARANTY

THIS GUARANTY AGREEMENT is executed by the person or persons whose names are signed below. It is understood that _____ ("Resident") has applied to become a Resident in the apartment community known as The Pointe at MSU. The Lease between the Resident and the Pointe at MSU. ("Landlord") and related Rules and Regulations are incorporated herein and will be signed by the Resident. The Landlord requires, as a condition of the acceptance of such Resident, that all obligations of the Resident with respect to the Lease and Rules and Regulations be personally and unconditionally guaranteed by the prospective Resident's parent, guardian or other sponsor. The requirement of this guaranty is in recognition that most of the Residents at The Pointe at MSU do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the Resident.

The undersigned represents that his or her relationship with the Resident is that of _____ (parent, guardian, uncle, aunt or specify other).

In order to induce Landlord to lease to the Resident identified above, the undersigned does hereby (if more than one, jointly and severally) unconditionally guarantee the payment in full of all obligations of the Resident to Landlord now existing or hereafter arising including, but not limited to, obligations under the Lease to be executed by the Resident or any renewal, extension or subsequent Lease (whether the same or different unit), and to pay all amounts, including but not limited to rent, fines imposed pursuant to the Rules and Regulations, utility charges, computer lab fees, charges for damage to the apartment, late charges or attorney's fees incurred in the enforcement of the subject Lease or any renewal, extension or subsequent lease.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other parties responsible. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which the apartments are located, and Guarantor consents to personal jurisdiction of such courts and agrees that they may be served with process by certified mail addressed to them at the address shown below or by any other means of constructive service permitted by the Mississippi Rules of Civil Procedure.

The Guarantor(s) waives (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Resident; (3) any understanding that any other person, firm or corporation was to sign this Guaranty; (4) the incapacity or bankruptcy of Resident or any other Guarantor; and (5) any notice of change or amendment to the Lease, the Rules and Regulations, or the right to any notice of default. Guarantor(s) acknowledges that the terms of the Lease provide for assignment of the Lease or subleasing of the Premises with the Landlord's prior written consent and Guarantor(s) hereby agrees that Guarantor's consent is not necessary to effect such an assignment or sublease. Guarantor(s) further agrees that this Guaranty shall remain in full force and effect without modification until the Landlord has approved and consented to such an assignment or sublease.

Failure of Landlord to enforce rights of recovery against other occupants of the unit and any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Resident whose name is set forth above in accordance with the terms of the Lease. Guarantor shall be liable for obligations under the Lease as though Guarantor executed the Lease as Resident, and Landlord shall not be subject to any defenses, offsets or agreements which might exist between Guarantor and Resident.

This Guaranty is general and shall inure to, and may be relied upon and enforced by, any successor or assign of Landlord. The obligations of Guarantor(s) shall be binding upon the Guarantor(s) and their successors and assigns. This Guaranty shall be governed by the laws of the State of Mississippi.

In addition to other amounts guaranteed, Guarantor agrees to pay a reasonable attorney's fee and all costs imposed under the terms of the Lease or required in enforcement of this Guaranty.

Guarantor(s) represents and warrants that the following information is true and correct, and authorizes Landlord to verify the same by reasonable means (Credit Bureau check). This Guaranty has been executed on _____, 20_____.

Signature of Primary Guarantor

Print Name

SSN#

Phone Number

Address

City

State

Zip Code



CONTINUING PARENTAL OR SPONSOR GUARANTY

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20_____.

{Notary Seal must be Affixed}

Signature of Notary
Notary Commission Number: _____
My Commission Expires: _____

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY ALL PERSONS WHOSE NAMES ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL, IN THE EVENT OF A FALSE OR FORGED EXECUTION HEREOF. FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LEASE CONTRACT, OR ANY RENEWAL, EXTENSION OR SUBSEQUENT LEASE CONTRACT TO WHICH RESIDENT AND LANDLORD, OR ITS SUCCESSORS OR ASSIGNS, ARE PARTIES.