

The View on the Square - GUARANTY AGREEMENT

Primary Lease Holder:

Lease Start Date: 08/14/2020

Lease End Date: 07/31/2021

Lease Installment Amount: \$

Total Lease Contract Amount: \$

Guarantor Full Legal Name:

Relationship to Applicant:

Home Phone:

Cell Phone:

Email Address:

Permanent Address:

Identification Type:

Identification Number:

Expiration Date:

Issue State/Province:

Social Security Number:

Date of Birth:

Employer Name:

Annual/Monthly/Hourly Salary: \$

Employer Address:

This Guaranty Agreement ("Guaranty") is entered into by the Guarantor listed above for the benefit of 228 GUADALUPE LLC ("Landlord") and relates to the Lease Agreement ("Lease") between the Primary Lease Holders identified above (collectively "Resident"). Each Guarantor must submit and execute a separate Guaranty. Any assignment or subletting of the Resident's accommodation, with or without Landlord's consent, will not affect your obligations and liabilities as guarantor of the Lease. Termination of your obligation to guarantee the Lease applies only to future liabilities of the Resident. If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights against you. Our remedies against the Resident apply to Guarantor as well. Resident and all guarantors are jointly and severally liable. It is unnecessary for us to make demand on or sue or otherwise exhaust remedies against Resident in order for you to be liable.

You expressly waive the following rights:

- (i) To receive notices of modification, extension, default and any other notices that may or may not be delivered to Resident;
- (ii) To claim any defense arising out of or related to lack of diligence; any failure to pursue remedies against Resident; death, insolvency, or lack of capacity of Resident; and waiver or release based on Landlord's or Resident's rights and obligations under the Lease; and
- (iii) To require Landlord to proceed against Resident or any other person or pursue any other remedy before proceeding against you, whether individually or jointly with Resident and/or any other person; in this regard, you specifically waive your rights under Chapter 43 of the Texas Civil Practice and Remedies Code, Section 17.001 of the Texas Civil Practice and Remedies Code, and Rule 31 of the Texas Rules of Civil Procedure related to the foregoing.

You represent that all information submitted by you on this Guaranty is true and complete, and that you will inform us of any change of address. If not signed electronically or witnessed by us, we may require this Guaranty to be notarized. You authorize verification of such information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.

We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request. **You acknowledge that by signing this Guaranty you unconditionally guarantee to Landlord payment of all obligations of Resident under the Lease, including but not limited to rent, late charges, property damage, repair costs, animal violation charges, re-letting charges, utility payments, fines, and all other sums which may become due under the Lease. Except for changes in the amount of the rent, you agree that Landlord and Resident may amend the Lease without your knowledge or consent, and you will be bound by any such amendments. This Guaranty inures to the benefit of any successor landlords under the Lease. Texas law applies to this Guaranty.**

You acknowledge and agree that your obligations as guarantor will continue until all of the Resident's obligations under the Lease, including renewals, amendments and modifications, have been satisfied. Pursuant to Section 92.021 of the Texas Property Code:

- (i) you hereby specify _____ as the last date on which the renewal of the Lease will renew your obligation as guarantor; however, you understand that Texas law does not release you from your obligations for costs and damages owed to Landlord that arise after the date you specified herein if the costs or damages relate to actions of the Resident before such date or arise as a result of the Resident refusing to vacate the leased Bedroom and Unit;
- (ii) you understand that you are liable under a renewal of the Lease that occurs on or before the date you specified above; and
- (iii) you understand that you are liable under a renewal of the Lease only if the renewal: (a) involves the same parties as the original Lease, and (b) does not increase your potential financial obligation for rent that existed under the original Lease except to the extent you agree otherwise in a separate written document.

Do not sign this form unless you understand that you have the same liability as Resident for rent and all other monies owed under the Lease.

Guarantor Signature

Date