



Student Housing Guaranty Agreement Lease Contract

By this agreement made and entered into on _____ between Landlord and Guarantor (referred to in singular whether one or more) on the following terms and conditions. This written contract voids any prior verbal agreement.

Landlord:

Phone:

Tenants:

Guarantor:

Premises: Apartment Number: _____ Bedroom Number: _____ Floor Plan: _____.

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Guarantor will remain fully liable for all sums owed to Landlord by the resident, including damages, until all lease obligations are fulfilled. Guarantor agrees that all obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed from time to time between resident(s) and Landlord. The term "you" in this Guaranty Agreement refers to the guarantor.
- 2. Your Acknowledgments.** In consideration for Landlord to enter into the Lease Contract with the Resident(s), as an inducement for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of the resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.
- 3. Our Remedies.** If Landlord delays or fails 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 as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents and guarantors are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 4. Location of Performance and Payments.** This Guaranty Agreement is part of the Lease Contract and shall be enforced in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be mailed to or made in the county where the dwelling is located.
- 5. Your information.** You represent that all information submitted by you is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of such information via consumer reports, rental history reports and other means.
- 6. Signature.** An electronic signature by you on this Guaranty Agreement will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty Agreement does not have to be referred to in the Lease Contract.
- 7. Copy of Lease.** *It is recommended that you obtain a copy of the Lease Contract and read it.* This Guaranty Agreement applies even if you do not do so. Landlord will furnish you a copy of the Lease Contract upon written request.
- 8. Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.
- 9. Corporate Information.** The company responsible for collecting rents, maintenance issues, and service of process is located at 2830 Curry Ct., Suite 4, Green Bay, WI. 54311.
- 10. Special Provisions.** The following special provisions control over conflicting provisions of this written form:
_____.

Electronic Signature Agreement. By completing and returning this document with your electronic signature, you consent to be legally bound by this agreement's terms and conditions, as if actually signed by you in writing.

Consent to Electronic Delivery. You specifically agree to receive any and all communications electronically. This includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as any other communications regarding your relationship with Toonen Properties and its affiliates. You accept electronic communications as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing.

Valid and current email address, notification and updates. Your current valid email address is required. You agree to keep Toonen Properties informed of any changes in your email address. It is your responsibility to regularly check for electronic communications.

X _____

X _____

X _____
Landlord