

## Thank you for agreeing to Co-Sign / Guaranty a Lease!

This Form (part of this PDF file) includes everything you need to financially guaranty the lease.

### TO-DO LIST:

- Go to [www.gatewayapartments.com/4\\_apply/apply.htm](http://www.gatewayapartments.com/4_apply/apply.htm) to view the appropriate lease form. *You should ask the resident whom you are co-signing for what lease type they have chosen.*
- Fill out the guarantee on page two of this document. *Carefully tab to every field to make sure you fill everything out! Make Sure to include the Lease Package number on the form.*
- Print and Sign the Guarantee in the signature section..
- Make a copy of your ID. Use your Driver's license or other government issued photo ID.
- Fax the following documents to our office at (530) 894-4910:
  - Fax Cover Sheet
  - Continuing Personal Guarantee
  - Copy of your ID
- Call Our Office if you have questions at (530) 899-7583

### Frequently Asked Questions:

- What is my responsibility? **Because the Resident does not financially qualify to sign the lease, you are Financially responsible to pay for charges immediately when due.**
- Can I enter the Apartment? **NO, the Resident, under California Law, has exclusive access to the premises.** *You may not access the apartment and we are unable to provide you with any private information related to the Resident or their roommates, even if the Resident is your Child or Relative. Even the landlord may not enter the premises except under special circumstances.*
- What happens if I believe an unsafe condition exists? **In the event that you believe the Resident or another is in danger, you should immediately contact our office at (530) 899-7583.** *We care about our resident's safety above all else and will immediately investigate and take appropriate action. Understand, however, that we cannot discuss details with you. You have to maintain good communication with the Resident or physically visit if you have concerns.*
- Will you send statements? **No. The Resident will receive billings when an outstanding amount is due.** *You must communicate regularly with your resident unless special arrangements are made.*

### For Further Information:

- CONSULT OUR WEBSITE AT <http://www.gatewayapartments.com/apply.htm>
- CALL KASEY OR BILL AT (530) 899-7583
- E-MAIL US AT [kasey@sfinvest.com](mailto:kasey@sfinvest.com)
- STOP BY AND VISIT AT 813 Nord Avenue

<b>APPLICANT NAME(S):</b>		
<b>GUARANTOR INFORMATION</b>		
Name:		Social Security Number:
Present Address:		Date of Birth:
City:	State:	Zip:
Home Phone Number:		Are you a U.S. Citizen?
Cell Phone Number:		Email Address:
Present Employer:		Relationship to Applicant:
Employer's Address:		How long with this employer:
Gross Income per Month: \$		Supervisor's Name:
		Phone Number:

The Applicant named herein has applied to SFinvest ('Landlord') for tenancy under the accompanying rental agreement or lease. If the Applicant's application is accepted by the Landlord, the Applicant may be presented with a Lease or Rental Agreement. However, before it will enter into any such Lease, Landlord will require that the person identified above as "Guarantor" execute and deliver this Guarantee to Landlord. In consideration of Landlord entering into the Lease, Guarantor covenants and agrees as follows:

1. Guarantor absolutely and unconditionally guarantees to the Landlord the timely payment of all amounts that Applicant may at any time owe under the Lease, or any extensions, renewals, or modifications, of the lease, or the lease of other apartment within the complex. Guarantor further guarantees to Landlord the full, faithful and timely performance by Applicant of any lease that the Applicant may become signatory to within the complex. If Applicant shall default at any time in the payment of any rent or any other sums, costs, or charges, or in the performance of any covenant or obligation under the Lease, then Guarantor, at Guarantor's expense, shall on demand by Landlord pay all rent, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Applicant pursuant to the Lease within 5 days of the date of mailing or emailing of the demand to the Guarantor. In addition, Guarantor shall on demand by Landlord pay to Landlord all sums due to Landlord, including, without limitation, all interest on past due obligations of Applicant, costs advanced by Landlord, damages, and all expenses (including, without limitation, court costs and reasonable attorney's fees) that may arise in consequence of Applicant's default.
2. Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guarantee, to:
  - (a.) consent to any extensions, accelerations, or other changes in the time for any payment provided for in the Lease, or consent to any other alteration of any covenant, term, or condition of the Lease in any respect and to consent to any assignment, subletting, or reassignment of the Lease;
  - (b.) take and hold security for any payment provided for in the Lease or for the performance of any covenant, term or condition of the Lease, or exchange, waive or release any security; and;
  - (c.) apply this security as Landlord may determine. Notwithstanding any termination, renewal, extension or holding over of the Lease, this Guarantee shall continue until all of the covenants and obligations on the part of Applicant to be performed have been fully and completely performed by Applicant. Guarantor shall not be released from any obligation or liability under this Guarantee so long as there is any claim against Applicant arising out of the Lease that has not been settled or discharged in full.
3. The obligation of Guarantor under this Guarantee is independent of, and may exceed the obligations of Applicant. A separate action may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Applicant, or whether or not Applicant is joined in any action. Guarantor may be joined in any action or proceeding commenced by Landlord against Applicant arising out of, in connection with, or based upon the Lease. Guarantor waives any right to:
  - (a.) require Landlord to proceed against Applicant or any other person or entity or pursue any other remedy in Landlord's power;
  - (b.) complain of delay in the enforcement of Landlord's rights under the Lease; and
  - (c.) require Landlord to proceed against or exhaust any security held from Applicant or Guarantor. Guarantor waives any defense arising by reason of any disability or other defense of Applicant or by reason of the cessation from any cause of the liability of Applicant. Guarantor waives all demands upon and notices to Applicant and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guarantee.
4. Guarantor assumes full responsibility for keeping fully informed of the financial condition of Applicant and all other circumstances affecting Applicant's ability to perform Applicant's obligations under the Lease, and agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Applicant's financial condition or any circumstances bearing on Applicant's ability to perform such obligations.
5. This Guarantee shall remain in full force notwithstanding any action taken or suffered by Applicant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Lease in any action or otherwise.
6. This Guarantee shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may, without notice, assign this Guarantee, the Lease, or the rents and other sums payable under the lease in whole or part.
7. This Guarantee shall be deemed to be made under and shall be governed by California Laws in all respects, and the terms and provisions of this Guarantee may not be waived, altered, modified, or amended except in a writing signed by an authorized officer of Landlord and by Guarantor.
8. Guarantor hereby consents to the exercise of personal jurisdiction by the courts of the State of California, and further agrees that any action under this Guarantee may be filed in the appropriate court in and for the County of Butte, State of California.
9. If any of the provisions of this Guarantee shall contravene or be held invalid under the law of any jurisdiction, this Guarantee shall be construed as if it did not contain those provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
10. Guarantor authorizes Landlord and its agents to investigate Guarantor's credit at any time, without notice to Guarantor, for the purpose of verifying Guarantor's creditworthiness or in connection with any collection efforts.

Date: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_



Kasey Krist  
Gateway Apartments  
813 Nord Avenue  
Chico, CA 95926-4303  
Tel: (530) 899-7583  
Fax: (530) 894-4910  
E-Mail: kasey@sfinvest.com

# facsimile transmittal

To: **Kasey Krist**

Fax: **(530) 894-4910**

Applicant:

Date:

Guarantor:

Pages: 3

CC:

App. #:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

## ATTACHED ARE THE FOLLOWING DOCUMENTS:

- APPLICATION
- CONTINUING PERSONAL GUARANTY
- HOUSE RULES
- LIFE AND SAFETY MAINTENANCE AGREEMENT
- RESIDENT ACTIVITY CENTER AGREEMENT
- PET AGREEMENT
- EXECUTED LEASE AGREEMENT
- COPY OF APPLICANT ID
- COPY OF VEHICLE REGISTRATION OR PROOF OF INSURANCE
- OTHER: \_\_\_\_\_

**THIS DOCUMENT MUST BE FAXED IN HIGH RESOLUTION MODE !**

**URGENT APPLICATION! PROCESS IMMEDIATELY** . . . . .