

Personal Guarantor Application

1201 Fulton Street, San Francisco, CA 94117 • phone 415-241-0100 / fax 415-931-4048

This application is being made by the undersigned for the express purpose of the serving as Personal Guarantor for the benefit of _____, Applicant, who has, by way of separate application, offered to rent/lease the real property generally described as building _____, apt/unit # _____ in the city of _____, California at the rental rate of \$_____ per month, with starting date _____.

ALL INFORMATION REQUESTED HEREIN MUST BE PROVIDED

PERSONAL INFORMATION

Leasing Agent: _____

Name:	Mobile phone:	Work phone:
Social security #:	Date of birth:	E-mail:
Other names used:	Drivers License #	State:

HOUSING HISTORY

Current address:	City:	State	Zip:
Landlord's phone:	Landlord's name:		
Rent/Mortgage Paid:	Additional occupants:		
Reason for leaving:	Move in date:	Move out date:	

Previous address:	City:	State	Zip:
Landlord's phone:	Landlord's name:		
Rent/Mortgage Paid:	Additional occupants:		
Reason for leaving:	Move in date:	Move out date:	

EMPLOYMENT HISTORY **PROVIDE PAYSTUBS FROM LAST TWO PAY PERIODS**

If guarantor is self-employed, then we will need the following: if a sole proprietor, then Form 1040, pages 1 & 2, plus Schedule(s) C for the most recent year filed. If a corporation, a Limited Liability Company, a Partnership, a Limited Partnership or any other separate entity on which self-employment income is being evaluated, then the entire return for the most recent year filed. None of the documents provided will be returned, so you may wish to send copies.

Current Company Name and Address:		
Position:	Start Date:	End Date:
Gross Monthly Salary:	Supervisor & Contact Tel:	

Prior Company Name and Address:		
Position:	Start Date:	End Date:
Gross Monthly Salary:	Supervisor & Contact Tel:	

LIQUID ASSET INFO **PROVIDE COPIES OF YOUR TWO MOST RECENT BANK/BROKERAGE STATEMENTS**

Bank/S&L/Brokerage:	Present Balance/Value:
Branch Address:	Account#:
Bank/S&L/Brokerage:	Present Balance/Value:
Branch Address:	Account#:

VERIFICATIONS

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1. Have any civil judgment been entered against you in the past ten (10) years?
2. Have you filed for bankruptcy in the past ten (10) years?
3. Have you ever been evicted or have you ever refused to pay rent for any reason?

If any question #1 through #3 is answered "yes", please explain below

Use this space to provide any additional information we should know or that may help us make a decision about your application.

AGREEMENT (Applicable where Guarantor pays Earnest Money on behalf of Applicant)

Guarantor-Applicant, for the benefit of Applicant, has given Landlord Earnest Money of \$_____, which has been given as surety for Applicant's promise to timely complete the Lease Application, and execute the Lease within 24 hours after notification of acceptance. It is specifically understood that the Earnest Money is fully refundable to Guarantor-Applicant if Landlord/PIP/sfrent.net rejects the Application and Offer. However, Guarantor-Applicant understands and agrees that Landlord/PIP/sfrent.net will deposit the earnest money payment upon receipt, and that if the application is rejected, Landlord/PIP/sfrent.net will not issue the refund until ten (10) business days have elapsed from the date of Landlord/PIP/sfrent.net's deposit of the Earnest Money payment. The Earnest Money may be applied to part of the security deposit at execution of the Lease and payment of the move-in money. If Landlord/PIP/sfrent.net has duly accepted this Application and Offer, it is then to be treated as a completed contract to rent/lease the above described property and Applicant's attempted revocation shall be deemed a breach of contract. PLEASE NOTE: if this Application and Offer is revoked by Applicant or Guarantor-Applicant for any reason, Guarantor-Applicant shall forfeit the entire Earnest Money. Guarantor-Applicant and Landlord agree that the Earnest Money deposit represents a fair and reasonable estimate of the costs and damages that Landlord will sustain as a result of Applicant's or Guarantor-Applicant's breach of promise to execute the Lease within 24 hours and pay the balance of move-in money, and that the Earnest Money payment represents a liquidated damage for breach of this promise, which shall be presumed to be the amount of costs and damages sustained by Landlord as a result of such breach of promise by Applicant or Guarantor-Applicant. Failure to provide application details requested in this application within 48 hours of initial submission may be considered, at Landlord/PIP/sfrent.net's discretion, as a revocation. Guarantor-Applicant further acknowledges that where a unit is available for immediate move-in, Applicant's lease date will begin no later than twenty four (24) hours from the time and date on which Applicant has been notified that Applicant's application has been approved.

Guarantor-Applicant represents all information contained in this APPLICATION to be true and accurate and understands that owner/manager will rely upon said information when accepting this Application. Guarantor-Applicant hereby authorizes the owner/manager and his employees and agents to verify said information and make independent investigations to determine Guarantor-Applicant's credit, financial and character standing. Guarantor-Applicant hereby releases owner/manager, his employees and agents and any firm or person supplying them with information from any liability whatsoever concerning the release or use of this information and will hold them all harmless from any suit or reprisal, except where liability arises from gross negligence or willful misconduct. All holders of any such information are hereby authorized to release any and all such information they may have concerning Guarantor-Applicant.

I, _____, the Guarantor-Applicant herein, declare under penalty of perjury that the foregoing
(Guarantor-Applicant's printed name)
is true and correct and that this application was executed on _____, at _____
(date signed) (City, County and State where signed)

Guarantor-Applicant's Signature: _____

PERSONAL GUARANTY: RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

_____ ("Guarantor"), whose address is _____, as a material inducement to, and in consideration of _____ ("Landlord") entering into a written lease ("the lease") with _____ and _____ ("Tenant(s)"), dated the same date as this guaranty, pursuant to which Landlord leased to Tenant(s), and Tenant(s) leased from Landlord, premises located at _____ in the City of _____, County of _____, California, unconditionally guarantees and promises to and for the benefit of Landlord that Tenant shall perform the provisions of the lease that Tenant is to perform. The lease is attached to this guaranty, and made a part of it.

Guarantor agrees that he/she/they shall be primarily bound, and jointly and severally liable with Tenant under the Lease Agreement as though it/they were Tenant(s) therein. Guarantor hereby covenants and agrees that if Tenant(s) shall at any time default on any term of the Lease Agreement, Guarantor shall pay any sum and provide any defense required under the Lease Agreement to Landlord (or Agent of Landlord), and shall fully satisfy all of the conditions and covenants of the Lease Agreement, and will pay all damages that may arise out of, relate to, and occur by reason of nonperformance and/or breach of any of said covenants. Guarantor agrees that Landlord (or Agent of Landlord) may proceed against Guarantor directly and independently from Tenant.

If Guarantor is more than one person, Guarantor's obligations are joint and several, and are independent of Tenant's obligations. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

ANCILLARY AGREEMENTS:

1. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this guaranty.
2. The provisions of the lease may be changed by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of or without notice to Guarantor. Guarantor acknowledges that it is Guarantor's responsibility to communicate with Tenant(s) regarding the status of Tenant(s)' tenancy. This guaranty shall guarantee the performance of the lease as changed. Assignment of the lease (as permitted by the lease) shall not affect this guaranty.
3. This guaranty shall not be affected by Landlord's failure or delay to enforce any of its rights.
4. If Tenant defaults under the lease, Landlord can proceed immediately against Guarantor or Tenant, or both, or Landlord can enforce against Guarantor or Tenant, or both, any rights that it has under the lease, or pursuant to applicable laws. If the lease terminates and Landlord has any rights, it can enforce those rights against Guarantor without giving previous notice to Tenant or Guarantor, or without making any demand on either of them.
5. Guarantor waives the right to require Landlord (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any other remedy in Landlord's power. Guarantor waives any defense by reason of any disability of Tenant, and waives any other defense based on the termination of Tenant's liability from any cause. Until all Tenant's obligations to Landlord have been discharged in full, Guarantor has no right of subrogation against Tenant. Guarantor waives its right to enforce any remedies that Landlord now has, or later may have, against Tenant. Guarantor waives all presentments, demands for performance, notices of acceptance of this guaranty, and waives all notices of the existence, creation, or incurring of new or additional obligations.
6. If Landlord disposes of its interest in the lease, "Landlord," as used in this guaranty, shall mean Landlord's successors.
7. If Landlord is required to enforce Guarantor's or Tenant(s)' obligations by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including, without limitation, reasonable attorneys' fees and costs.
8. Guarantor's obligations under this guaranty shall be binding on Guarantor's successors.

This Guaranty shall be deemed executed in the City of _____, County of _____, California, pursuant to the laws of the State of California on the date of execution of the Lease Agreement with respect to the unit above.

Acknowledged and agreed this _____ day of _____, 20____.

Guarantor Signature