Cosigner Credit Application and Third Party Guarantee of Lease Obligation

Cosigner's Name _____ Phone _____ E-mail Address _____

Address _____ Relationship to applicant _____
(Street) (City) (State) (Zip)

Social Security # _____ Driver's License # _____ Date of Birth _____

Employed by _____Position _____ Salary $_____

Employer's Address _____ Phone _____
(Street) (City) (State) (Zip)

Whereas, Capital Management, Inc., (hereinafter "Lessor") is the rental agent for owner; and whereas, the following guarantor _____ for _____ (hereinafter "Lessee") have indicated collectively their wish to enter into a Lease or Rental Agreement (hereinafter "Lease"); and whereas, said Lease was executed for the _____; and whereas, the Lease affects certain real property located in the area/city of _____; and whereas, the undersigned Guarantors have interceded on behalf of Lessee and requested of Lessor that Lessor enter into a lease with Lessee; and whereas, Lessor has entered into said Lease as a consequence of and in consideration for a Guarantee by the undersigned (hereinafter "Guarantor") concurrently committing to all of Lessee's obligations under said Lease/Rental Agreement, and guaranteeing the same, now, therefore, it is hereby agreed, contracted, covenanted and guaranteed as follows:

(Guarantor's Name/Cosigner, # 1) (Residents Name, # 2) (Lease Date) (City, State)

1. The undersigned Guarantor shall be legally bound, jointly and severally, and shall herewith unconditionally guarantee to the Lessor, the full and faithful performance by Lessee, its successors or assigns, without limitation, all of the obligations of the Lessee under sald Lease, including but not limited to payment of rent and all other charges required to be pald and performed by Lessee under the terms of said Lease.
2. The undersigned Guarantor does hereby name, designate and appoint Lessee as his or her agent for all purposes, including but not limited to receipt of demands for performance, notices of not-performance, protests, notices of protest, notices of dishonored checks, notices of acceptance of this Guarantee, notices or rent increases, and any changes which may, from time to time, be made in the provisions, covenants, and conditions of the underlying Lease.
3. The undersigned Guarantor does hereby waive any requirement for personal receipt of such notices, demands, or protests, and agrees that service of the same upon Lessee shall be deemed full and complete constructive service upon Guarantor.
4. Guarantor further agrees that the Lessor may, without notice, assign this Guarantee, in whole or in part, and may further assign, in whole or in part, the underlying Lease. The obligations of the undersigned Guarantor shall continue in full force and effect in the event the Lessee assigns its obligations under the Lease, or sublease the premises, and the Guarantor's obligations hereunder shall continue in full force and effect unless and until a signed written release of Guarantor's obligations has been obtamed from Lessor, or its successors or assignees. It is specifically understood and agreed that, in the event any action or proceeding in equity or at law is brought to construe or enforce the terms and conditions of the undedying Lease, or of this Guarantee, or to determine the validity thereof, the prevailing party in such action or proceeding shall be entitled to recover all court costs and reasonable attorneys' fees in an amount to be fixed by the Court and taxed as a cost therein, together with any reasonable attorneys' fees and expenses incurred in enforcing or collecting upon any Judgment obtained in such proceeding affecting the underlying Lease or this Guarantee.
5. It is further understood and agreed upon that Guarantor's obligations under the terms of this Guarantee shall include any attorneys' fees and costs awarded in such legal proceeding which may be brought to construe or enforce the terms and conditions of the underlying Lease or this Guarantee, or to enforce or collect upon a Judgment obtained, and the Guarantor may, at the option of the Lessor, be named as a defendant in such proceeding. However, in all events Guarantor shall be bound by the fmdings, rulings and Judgment obtained in such proceeding, whether the undersigned Guarantor is named as a defendant or not
6. The undersigned agree that all of their obligations under this Guarantee are independent of the obligations of Lessee under the Lease and that a separate action may be brought against the undersigned whether or not an action is commenced against the Lessee under the Lease.
7. This Guarantee shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Lessor named in said Lease, and of the undersigned.
8. Your signature below authorizes Wolfe & Associates to obtain or verify any information concerning this application and any current or subsequent extension of credit and to release any information needed to verify the information present in this application. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to one or more credit reporting agencies if the terms of the rental agreement or credit obligations are not fulfdled in any way. This is the only notice you will receive in this regard.

In Witness Whereof, the undersigned have executed this individual Guarantee on the date set forth opposste their respective name.

Signature of Guarantor (as listed above in Space #1): _____
Guarantor/Cosigner's Signature Date

Signature of Lessor (Capital Management, Inc.): _____
Lessor's Signature - Capital Management, Inc. Date

MODIFICATIONS TO THIS FORM WILL NOT BE ACCEPTED. PLEASE CONTACT OUR OFFICE SHOULD YOU HAVE ANY QUESTIONS.
Documents are stored in a secure location and are destroyed by a professional document destruction company.