

Guarantor Application Form

☐ Tenant
☒ Guarantor

Name(s) of Tenant(s): _____

Address of Residence: _____

(All sections must be completed)

Last Name		First Name		Middle Name		Social Security Number or ITIN	
Other names used in the last 10 years				Work phone number ()		Home phone number ()	
Date of birth		E-mail address				Mobile/Cell phone number ()	
Photo ID/Type		Number		Issuing government		Exp. date	
Other ID							
1. Present address		City		State		Zip	
Date in		Date out		Owner/Agent Name		Owner/Agent Phone number	
Reason for moving						Current rent \$ /Month	
2. Previous address		City		State		Zip	
Date in		Date out		Owner/Agent Name		Owner/Agent Phone number	
Reason for moving							
Present occupation or source of income				Employer name			
Dates of employment		Supervisor's phone number ()		Employer address			
Name of your supervisor				City, State, Zip			
Current gross income \$ Per		Check one <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year					

Have you ever filed for bankruptcy? _____ Have you ever been evicted or asked to move? _____

Do you own property? _____

Applicant represents that all the above statements are true and correct and hereby authorizes verification of the above items including, but not limited to, the obtaining of a credit report and agrees to furnish additional credit references upon request. Applicant consents to allow Owner/Agent to disclose tenancy information to previous or subsequent Owners/Agents.

Owner/Agent will require a payment of \$ ____ , which is to be used to screen Applicant with respect to credit history and other background information. The amount charged is itemized as follows:

1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports \$ ____
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ ____
3. Total fee charged \$ ____

The undersigned is applying to rent the premises designated as:

Apt. No. _____ Located at _____

The rent for which is \$ _____ per _____. Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due, including required security deposit of \$ _____, before occupancy.

Date

Applicant (signature required)

CALIFORNIA APARTMENT ASSOCIATION CODE FOR EQUAL HOUSING OPPORTUNITY

The California Apartment Association supports the spirit and intent of all local, state and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

The California Apartment Association reaffirms its belief that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public.

Therefore, as members of the California Apartment Association, we agree to abide by the following provisions of this Code for Equal Housing Opportunity:

- We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
- We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
- We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
- We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.

GUARANTEE OF RENTAL/LEASE AGREEMENT

1. In consideration of the execution of the Rental/Lease Agreement, dated _____, for the premises located at:
_____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

by and between _____ "Owner/Agent" and
_____ "Resident."

and for valuable consideration, receipt of which is hereby acknowledged, the undersigned _____, herein referred to as Guarantor, does hereby guarantee unconditionally to Owner/Agent, and/or including Owner's/Agent's successor and assigns, the prompt payment by Resident of the rent or any other sums which become due pursuant to the Rental/Lease Agreement, a copy of which is attached hereto, including any and all court costs or attorneys' fees incurred in enforcing the Rental/Lease Agreement.

2. In the event of the breach of any terms of the Rental/Lease Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any and all legal fees incurred in enforcing the Rental/Lease Agreement.
3. This Guarantee may be immediately enforced by Owner/Agent upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
4. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner/Agent against Guarantor.
5. If any legal actions or other proceedings are brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred.
6. This Guarantee does not confer a right to possession of the premises by Guarantor, and Owner/Agent is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner/Agent proceeding against Guarantor for Guarantor's obligations under this Guarantee.
7. Unless released in writing by Owner/Agent, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy as provided by the Rental/Lease Agreement and for any extensions granted pursuant thereto.
8. In the event the terms of said Rental/Lease Agreement are modified by Resident and Owner/Agent, with or without the knowledge or consent of Guarantor, Guarantor waives any and all rights to be released from the provisions of this Guarantee and Guarantor shall remain obligated by said additional modifications and terms of the Rental/Lease Agreement.
9. Guarantor hereby consents in advance to any changes, modifications, additions, or deletions of the Rental/Lease Agreement made and agreed to by Owner/Agent and Resident during the entire period of the tenancy.

Guarantor's Signature: _____ Date: _____

Guarantor's Name (please print): _____

Guarantor's Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____



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www.caanet.org
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SIGNATURE MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

I (We) certify under penalty of perjury: (1) that the above information is true and correct, and authorize(s) investigation and verification thereof, including but not limited to the obtaining of credit report; and (2) that I executed the attached rental agreement as a guarantor of the premises above described, and am thereby accountable for those rents and all expenses arising from that contract.

ALL PURPOSE ACKNOWLEDGMENT

State of California

County of _____ SS

On _____, before me, _____,

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) his/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the Laws of the State of California that the foregoing Paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.