



# RENTAL APPLICATION CONTINUED

**Nearest Relative Not Living With You** \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip EMAIL ADDRESS

Relationship \_\_\_\_\_ Home Phone # (\_\_\_\_\_) \_\_\_\_\_ Cell Phone# (\_\_\_\_\_) \_\_\_\_\_

**In Case Of Emergency, Notify** \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip EMAIL ADDRESS

Relationship \_\_\_\_\_ Home Phone # (\_\_\_\_\_) \_\_\_\_\_ Cell Phone # (\_\_\_\_\_) \_\_\_\_\_

**Additional Roommate's:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Cell # \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Cell # \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Cell # \_\_\_\_\_

**Applicant's Vehicles To Be Parked On Premises (List cars, trucks –NO motorcycles or boats allowed):**

1. Type \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_  
Color \_\_\_\_\_ Vehicle Tag # \_\_\_\_\_ State \_\_\_\_\_

Have you ever been sued for non-payment of rent or damages to property? Explain if "Yes": \_\_\_\_\_

Have you ever broken a lease or been evicted from an apartment? Explain if "Yes": \_\_\_\_\_

Have you ever been arrested for violating any law? Explain if "Yes": \_\_\_\_\_

**Personal Reference:** Name \_\_\_\_\_ Home Phone # (\_\_\_\_\_) \_\_\_\_\_

Cell Phone # (\_\_\_\_\_) \_\_\_\_\_ Work Phone# (\_\_\_\_\_) \_\_\_\_\_

# RENTAL APPLICATION CONTINUED

I certify that the above information is true and correct, to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit, employment, character, general reputation, and if deemed necessary, a criminal investigation. I further certify that I am an adult and understand the importance of accurate information. I further understand that the approval of this application is based all or in part on the information contained herein. Should this application be approved and a lease contract executed, I understand that this application is made a part of the lease and if later, it is determined that any information provided herein was incorrect, and said incorrect information shall be grounds for termination of the lease contract.

I understand I acquire no rights in the leased premises until (1) this application is approved and accepted; (2) a lease is signed by all parties and all security deposits are paid in full; (3) I pay all rent due in advance before occupancy; and (4) occupancy is given and accepted.

I agree to pay a non-refundable application fee of \$25.00 before this application will be processed. The application fee will be forfeited as liquidated damages in payment for the agent's time and effort in processing my inquiry and application weather approved or not. Paying the application fee in no way guarantees me a rental unit . Applicant gives management the right to email residents on any business concerning leasing from the Garden Homes of Highlands Plantation

A holding fee is hereby made and, if accepted, I agree to sign the lease delivered to me. In the event I fail to sign the lease after being accepted, the holding fee is thereby forfeited. If the application is disapproved, the holding shall not be refunded to the applicant(s).

## PLEASE ALLOW ONE TO TWO BUSINESS DAYS TO PROCESS APPLICATION

\_\_\_\_\_  
**Applicant - Print**

\_\_\_\_\_  
**Guarantor - Print**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Guarantor Signature**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Phone #**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Guarantor's Employer**

\_\_\_\_\_  
**Guarantor's Employment Phone Number**

\_\_\_\_\_  
**Phone Number To Call In Case Of Emergency**

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### DO NOT WRITE BELOW THIS LINE

Approved \_\_\_\_\_ By \_\_\_\_\_

Address \_\_\_\_\_ Rent \_\_\_\_\_ Term \_\_\_\_\_ Begins \_\_\_\_\_

Not Approved \_\_\_\_\_ By \_\_\_\_\_

Reason \_\_\_\_\_



# THE GARDEN HOMES of HIGHLANDS PLANTATION

Office-1518-B St. Andrews Lane, Starkville, MS 39759

## LEASE GUARANTY

THIS GUARANTY AGREEMENT is executed by the person or persons whose names are signed below. This Guaranty is an absolute and unconditional guaranty of payment and of performance. This guaranty may be enforced against guarantor without the necessity of

recourse against lessee or any other parties responsible. It is understood that \_\_\_\_\_ has applied to become a Tenant in the garden home community know as "The Garden Homes of Highlands Plantation", Oktibbeha County, MS. Attached hereto and incorporated herein by reference is a copy of the executed Lease Agreement, Rules and Regulations attached as "Exhibit A", Pet Addendum attached as "Exhibit C", Drug Free Housing Addendum attached as "Exhibit D", and Waiver Of Liability attached as "Exhibit E". The Landlord requires, as a possible condition of the acceptance of such Tenant that all obligations to the Tenant with respect to the Lease and Rules and Regulations be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian or other GUARANTOR. The requirement of this guaranty is in recognition that most of the Tenants in such building do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the Tenant.

The undersigned represents that his or her relationship with the Tenant is that of \_\_\_\_\_ (parent, guardian, uncle, aunt, grandfather, grandmother or specify other).

In order to induce Landlord to lease to the Tenant described above, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of any obligations under this Lease or any Lease Renewal(s) on this property or any property Tenants moves to at Highlands Plantation for any future monthly or annual lease period that is rented and managed by Garden Homes of Highlands Plantations Management and to be executed by the Tenant(s) (lessee) and the performance of any and every obligation arising there under, expressly including, without limitation, the obligation to pay rent for the entire term whether or not occupancy is ever accepted by the Tenant, the duty to pay any and all cost of repair or damage to the premises, the unit in which the premises are located, or the building or common areas of any leased premises this resident occupies under Garden Homes management, and to pay any and all amounts, including fines imposed pursuant to the Rules and Regulations or attorney's fees incurred in the enforcement of the subject lease. The Guaranty shall be a continuing guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished be reason of any assignment, renewal, extension, or modification of the lease or any subleasing thereof or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the lease, or alterations, modifications or other indulgences granted, whether or not guarantor(s) have knowledge or notice thereof.

This guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other parties responsible. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought in any court sitting in the judicial district or circuit in which the leased premises are located, and Guarantors consent to personal jurisdiction of such courts and agree that they may be served with process by certified mail and addressed to them at the address shown below. Any actions to enforce this guaranty shall be governed by the laws of the state in which the leased premises are located.

The Guarantors waive (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due, (2) necessity of recourse against Tenant; (3) any understanding that any other person, firm or corporation was to sign this guaranty; (4) the incapacity or bankruptcy of Tenant or any other Guarantor; (5) any notice of change or amendment to any Lease, lease renewal, Rules and Regulations, or the right to any notice of default.

Failure of Landlord to enforce rights of recovery against other occupants of the unit and any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligation of the Tenant whose name is set forth in accordance with the terms of the Lease Agreement shall be solely responsible as though Guarantor were the Tenant.

In addition to other amounts guaranteed, Guarantor agrees to pay reasonable attorney's fees and all cost imposed under the terms of the Lease or required or appropriate in enforcement of this Guaranty.

Lessee's Initials \_\_\_\_\_ Guarantor's Initials \_\_\_\_\_

Managements And/Or Lessor's Initials \_\_\_\_\_

# LEASE GUARANTY CONTINUED

## NOTICE

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAMES ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL IN THE EVENT OF A FALSE OR INVALID EXECUTION HEREOF, FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT, IN WHICH THE TENANT HAS ENTERED.



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### **GUARANTOR 1**

\_\_\_\_\_  
Student/Applicant

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date Of Birth

\_\_\_\_\_  
Driver's License #

\_\_\_\_\_  
Street Or P.O. Box

\_\_\_\_\_  
City, State & Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Home Phone

(\_\_\_\_\_) \_\_\_\_\_  
Cell Phone

(\_\_\_\_\_) \_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Email Address

### **GUARANTOR 2**

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date Of Birth

\_\_\_\_\_  
Driver's License #

\_\_\_\_\_  
Street Or P.O. Box

\_\_\_\_\_  
City, State & Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Home Phone

(\_\_\_\_\_) \_\_\_\_\_  
Cell Phone

(\_\_\_\_\_) \_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Relationship To Lessee

\_\_\_\_\_  
Email Address

### **Guarantor #2 Residential Information:**

\_\_\_\_\_  
How Long At Present Home Address

\_\_\_\_\_  
Rent Or Own Residence

**Guarantor #2 Employer Information:**

\_\_\_\_\_  
Current Employer

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Length Of Employment

\_\_\_\_\_  
Employer Address

**Guarantor #2 Spouse Information:**

\_\_\_\_\_  
Spouses Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Spouses Employer

\_\_\_\_\_  
Spouses Employers Address

**Fair Housing** – In accordance with federal fair housing laws it is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in connection with the rental of most housing. The federal agency with administers compliance with this law is the U.S. Department of Housing and Urban Development.<sup>4</sup>

**Equal Credit Opportunity Act** – The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The federal agency with administers compliance with this law is the U.S. Equal Credit Opportunity, Federal Trade Commission.

**Permission To Release Information** – I warrant and represent that the information submitted on this application is true and correct. I understand that any false information will constitute grounds for rejection of the application. I hereby authorize the release of all credit, income and rental/mortgage information to the agents and/or employees of Highlands Plantation Management, LLC dba Garden Homes of Highlands Plantation. I understand that the lease agreement will not become effective until this application is approved by management.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent Of Owner

\_\_\_\_\_  
Date Received

Personally appeared before me, the undersigned notary public in and for said county and state, the above signed Guarantors, who acknowledged before me that they signed and delivered the foregoing Lease Guaranty on the day and year therein mentioned for the purposes therein stated, as and for their own act and deed. GIVEN under my hand and seal of

office, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(S E A L)