

In Case Of Emergency for Guarantor:

Name _____ Relationship to Guarantor _____

Address _____
Street City State/Zip

Phone (____) _____

IMPORTANT TO APPLICANT:

1. Sunchase Greenville, LLC does business in accordance with the Federal Fair Housing Laws. It is illegal to discriminate against any person because of Race, Color, Religion, Sex, Handicap, Familial Status and National Origin.
2. Inquiries are made to obtain information regarding applicant's credit history, rental and/or mortgage history, and student or employment status.
3. I do hereby authorize Sunchase Greenville, LLC to make oral and/or written disclosure of my Tenant records prior to, during, or subsequent to the Landlord-Tenant relationship to third parties who contact the management seeking verification of such information in the ordinary course of business of legitimate purposes as so determined by the management.
4. I certify that I am above the legal age and the above information is true and correct to the best of my knowledge. I hereby authorize owner or agent to verify any and all information as may be deemed necessary for approval or rejection of this application. I understand that any lease agreement made on the basis of the above information may be terminated at any time at owner/agent's option if the information is found to be false.
5. A COPY OF THE CRITERIA USED TO DETERMINE AN APPLICANT'S ELIGIBILITY TO RENT ("RENTAL CRITERIA") IS AVAILABLE UPON REQUEST.
6. The lease Agreement will be entered into based upon the representations of Resident(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease Agreement and notify Resident(s) to vacate the Premises.
7. Landlord may use credit reports as a means to gather information in the event of default by resident.
9. In lieu of an original signature to this agreement, landlord will accept a valid and legitimate electronic and/or facsimile signature of the resident. In so doing, resident hereby acknowledges his/her endorsement and acceptance of this agreement, and he/she waives any challenge to validity of this agreement based on resident's endorsement by electronic and/or facsimile signature.

GUARANTOR SIGNATURE _____ **DATE** _____



THIS GUARANTY, is given by _____, (Name of Guarantor) whose address is _____
_____, to guarantee the obligations of _____
_____ ("Name of Resident") arising under a written lease agreement between
Sunchase Greenville, LLC ("Landlord") and Resident, for the premises identified and described more particularly in the
subject Lease Agreement, to which this Guarantor Form is attached thereto and is incorporated by reference therein.

The guarantor application and guaranty must be completed, signed, and returned within 15 days of the lease signing. In the event that these forms are not returned within the 15 day period, the Lessor reserves the right to qualify the applicant under the Lessor's regular criteria.

The Landlord would not have entered into the Lease without the execution and delivery of this Guaranty. In consideration of and as an inducement for the Landlord entering into the Lease with Resident, Guarantor agrees as follows:

Guaranty: Guarantor, jointly and severally, hereby guaranties to Landlord, its successors and assigns, the full and prompt payment when due of all payments of Rent, including but not limited to all additional rent, and all other sums, charges, expenses and costs of every kind and nature, which may become due or be payable by Resident, its successors or assigns, under the Lease, and the full performance and observance of all the covenants, terms, conditions, agreements, rules, regulations and related obligations arising by reason of the Lease to be performed and observed by Resident, its successors and assigns. Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that Guarantor will forthwith pay to Landlord all damages that may arise in consequence of any default or breach under the Lease (an "Event of Default") by Resident, its successors and assigns under the Lease, including, without limitation, all court costs and reasonable attorneys' fees incurred by Landlord and caused by any such Event Of Default or by the enforcement of this Guaranty.

Coverage of Guaranty: This Guaranty is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceeding by Landlord of any kind or nature whatsoever against Resident, its successors and assigns, and without the necessity of any notice of nonpayment, non-performance or non-observance, or any notice of acceptance of this Guaranty, or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. In addition, Guarantor expressly waives any rights available to Guarantor under Chapter 26 of the North Carolina General Statutes. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not in any way be terminated or diminished, affected or impaired by reason of the assertion or the failure to assert by Landlord against Resident, or Resident's successors or assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, by reason of the termination of the Lease, or by reason of the invalidity of the Lease or its unenforceability against Resident, or Resident's successors or assigns, for any reason.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease, by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease, by reason of any extension of time that may be granted by the Landlord to Resident, Resident's successors or assigns, or by reason of any dealings, transactions, matters or things occurring between Landlord and Resident, or Resident's successors or assigns, whether or not notice thereof is given to Guarantor. This Guaranty extends to any and all liability which Resident has or may have to the Landlord by reason of matters occurring before or after the termination of the Lease or the expiration of the term of the Lease by reason of removal of Resident's property, surrender of possession or other matters. **This Guaranty extends to any subtenant of the Resident, to any extensions or renewals of the Lease, and to any term established by reason of the Lease, and to any term established by reason of the holdover of Resident or Resident's subtenant.**

Performance Guaranty and Indemnity: If the Resident, or Resident's successors or assigns, fail to perform or satisfy the terms and conditions of the Lease, rules and regulations, and related Lease obligations required to be performed or satisfied by Resident, Guarantor will promptly pay and indemnify Landlord for any and all damages, losses, expenses, claims, liabilities, consequential damages and costs (including reasonable attorneys' fees and court costs) arising or resulting from an Event of Default or breach of the Lease or any of Landlord's rules and regulations by Resident or Resident's successors or assigns.

Waiver of Notices: Without notice to or further assent from Guarantor, Landlord may compromise, settle or extend the time of payment of any amount due from Resident, Resident's successors or assigns, or the time of performance of any obligations of Resident, Resident's successors or assigns, or waive or modify any of the terms or conditions of the Lease and any of Landlord's rules and regulations. Landlord may take these actions without discharging or otherwise affecting the obligations of the Guarantor.

Lease security: This Guaranty shall remain in full force and effect without regard to Landlord's receipt of any security deposit or any disposition or application thereof by Landlord.

Unconditional Obligations: Landlord shall not be required to pursue any remedies it may have against Resident, Resident's successors or assigns or against any security deposit of other collateral as a condition to enforcement of this Guaranty. Guarantor shall not be discharged or released by reason of the discharge or release of Resident, Resident's successors or assigns for any reason, including a discharge in Bankruptcy or a rejection of the Lease by a trustee in Bankruptcy. Guarantor assumes all responsibility for keeping himself informed of Resident's financial condition and assets, and of all other circumstances concerning the risk of nonperformance by Resident, Resident's successors or assigns, under the Lease. Guarantor agrees that Landlord shall have no duty to notify Guarantor of information known to Landlord regarding such circumstances or risks.

Subordination of Subrogation Rights: The Guarantor agrees not to assert any claim, which it has or may have against Resident, Resident's successors or assigns, including claims for reimbursement by Resident, Resident's successors or assigns, arising from Guarantor's payment of Resident's obligations under this Guaranty, until such time as Resident's obligations to Landlord are fully satisfied and discharged.

Binding Effect: This guaranty is binding upon Guarantor, Guarantor's legal representatives and assigns, and is binding upon and shall insure to the benefit of Landlord, its successors and assigns. No assignment of delegation by Guarantor shall release Guarantor of their obligations under this Guaranty. The term "Resident" used in this Guaranty includes Resident and the first and any successive subtenants or assignees of Resident unless Landlord signs a written release agreement. As used herein, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular.

Modifications: This Guaranty may not be modified orally. All modifications shall be in writing signed by both Guarantor and Landlord. Modifications include any waiver, change, discharge, modification or termination.

Applicable Law: This Guaranty shall be governed by and construed in accordance with the laws of the State of North Carolina. Grantor irrevocably submits to the jurisdiction and venue of the courts of Pitt County, North Carolina.

Rights Cumulative: All of Landlord's rights and remedies under this Guaranty are intended to be distinct, separate and cumulative, and no such rights or remedies therein or herein mentioned are intended to be an exclusion of or a waiver of any of the others.

Notary

I certify that the following person(s) personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

GUARANTOR SIGNATURE

DATE

STATE OF _____ COUNTY OF _____

Date _____

(Official Seal)

Signature of Notary Public

_____, Notary Public
Printed or typed name

My commission expires: _____

SUNCHASE EMPLOYEE WITNESSES of the guarantor signature this _____ day of _____, 20_____.

Employee signature

Updated 9/25/2014