

## GUARANTY OF RESIDENT OBLIGATIONS

The purpose of this Guaranty is to express the terms upon which the Guarantor will guarantee all obligations of the Resident to Owner, including but not limited to, the Resident's obligation under the Housing Contract. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

The terms used in this Guaranty of Resident Obligations are defined:

- **Housing Contract:** the "Contract", which term shall include the Housing Contract, the Community Addendum, the Rules and Regulations, the Guaranty of Resident Obligations, and all other applicable addenda referred to in the Contract or executed by the Resident or subject to completion as appropriate.
- **Guaranty of Resident Obligations:** "Guaranty" shall be this document.
- **Owner:** "Owner" shall be the Owner, Owner's Agent, Peak Campus Management, and the Community.
- **Resident:** "Resident" shall be: \_\_\_\_\_
- **Guarantor:** "Guarantor" shall be \_\_\_\_\_ (the Resident's parent(s), legal guardian, person in the process of obtaining custody, or other sponsor).
- **Community:** "Community" shall be \_\_\_\_\_ (the "Community") located at \_\_\_\_\_ (Community address).

**Guarantor's Representations.** The Guarantor hereby authorizes Owner to use reasonable and necessary means, including any consumer reporting agency, current and previous employer, current and former landlord, law enforcement agency, any check authorization agency, and state employment security agency, to release all information any of them may have about Guarantor. The Guarantor hereby releases all of these parties, including but not limited to the Owner and any agency designated by Owner, from any liability in connection with release of such information. The Guarantor hereby authorizes Owner to obtain and hereby instructs any consumer reporting agency designated by Owner to furnish a consumer report under The Fair Credit Reporting Act to Owner to use such consumer report in attempting to collect any amounts due and owing under the Housing Contract or the Guaranty of Resident Obligations or for any other permissible purpose. Owner may report unpaid rent, damages or other charges owed by Resident to the applicable credit reporting agencies for recordation on Guarantor's credit record.

**Guarantee of Obligations.** The Guarantor does hereby individually and unconditionally guarantee to Owner the full, punctual, and complete performance by Resident of all obligations of Resident to Owner under the Contract including, but not limited to, extensions or renewals of the Contract (whether for the same or different Premises), when Resident transfers to a different unit within the Community or when rent or other charges are increased in accordance with or after the stated term of the Contract. Guarantor does hereby guarantee to pay all amounts owed pursuant to the Contract including, but not limited to, rent, late charges, property damage, repair costs, fees imposed pursuant to the Rules and Regulations, utility payments, attorney's fees incurred in the enforcement of the Contract, and all other sums which may become due under the Contract from Guarantor, as if Guarantor executed Contract as Resident whether or not Owner seeks recovery from Resident or other occupants of Resident's Unit. Guarantor expressly recognizes that Guarantor shall have no right to possession of the Premises identified in the Contract and that this Guaranty creates no obligation on Owner to provide any benefits whatsoever to Guarantor. This Guaranty shall be in force irrespective of the financial means of the Resident. In the event the Resident submits an executed Housing Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require the Resident to honor its obligations under and comply with all obligations of the Housing Contract.

Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought before the court sitting in the judicial district or circuit in which the leased Community is located, and Guarantor consents to personal jurisdiction of such courts and agree that they may be served with process by certified mail addressed to them at the address entered set forth in this Guaranty. Any actions to enforce this Guaranty shall be governed by the laws of the State in which the Community is located.

The Guarantor acknowledges that it shall have liability under this Guaranty, notwithstanding any of the foregoing: (i) that the Owner renews the Housing Contract, grants Resident extensions of time within which to pay amounts due or perform any of Resident's obligations under the Housing Contract, or the fact that the Guarantor was not notified of any changes or

amendment to the Housing Contract; (ii) the failure of the Owner to seek recourse against or sue the Resident for any amounts due under the Housing Contract prior to requiring payment from the Guarantor; (iii) any belief that any other person was also going to sign or be obligated under this Guaranty; (iv) the inability of the Resident or any other guarantor to be responsible under the Housing Contract or this Guaranty by virtue of their legal incapacity, disability or bankruptcy; (v) the fact that the Guarantor was not given prior notice of the default by Resident under the Housing Contract. If the Resident has not yet reached the age of majority at the time Resident signs the Housing Contract, the Guarantor is valid notwithstanding any attempt by Resident to invalidate the Resident's contractual obligations because of the Resident's age.

**Peak Campus Management Privacy Statement.** Peak Campus Management knows that privacy is important to you. Peak Campus Management's protection and use of your non-public personal information ("Personal Information") complies with federal privacy laws. Peak Campus Management treats your Personal Information as confidential. Peak does not sell or rent your Personal Information for any purpose. Peak Campus Management does not share your Personal Information in a manner that differs from what is described here without your prior consent. There are some third parties to whom Peak does disclose Personal Information in connection with the leasing of properties, including to provide your Personal Information to a designated agency to run a credit screening or in the event that the Resident or Guarantor defaults on the Housing Contract, Personal Information may be provided to a collections agency to protect our rights. To ensure that your Personal Information remains confidential, Peak maintains your information in a secure location and safely disposes of records that contain Personal Information. Peak educates their employees about the importance of confidentiality and customer privacy, and takes appropriate disciplinary measures to enforce privacy practices. All Peak Campus Management employees must pass a criminal and drug screening prior to employment.

Owner reserves all recourse, civil or criminal, in the event of a false or forged execution hereof.

**OWNER:**

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Identification *(if signed in your presence)*:  
\_\_\_\_\_

Identification Number *(if signed in your presence)*:  
\_\_\_\_\_

**GUARANTOR:**

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Social Security No. \_\_\_\_\_

Driver's License No. \_\_\_\_\_

State Issued: \_\_\_\_\_

Monthly Income: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

Email: \_\_\_\_\_

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NOTARY OF GUARANTOR'S SIGNATURE

*If Guarantor does not sign the Guaranty in the presence of Owner, Guarantor's signature must be notarized.  
A notarized, facsimile signature is just as binding as an original.*

This instrument was acknowledged, sworn to and subscribed before me on \_\_\_\_\_ (date).

Notary Public Signature \_\_\_\_\_