



# TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE GUARANTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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A. In consideration for Landlord leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Landlord(s): \_\_\_\_\_  
Tenant(s): \_\_\_\_\_  
Property: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

B. If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, pet charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.

C. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. The last date on which the renewal of the lease will renew the obligation of Guarantors is \_\_\_\_\_. Guarantors understand that Guarantors are liable under any renewal of the lease that occurs on or before that date so long as the renewal involves Landlord and Tenant and the financial obligations of Guarantor are not increased. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that notice may pertain to this paragraph.

D. Guarantors are jointly and severally liable for all provisions of this guaranty.

E. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.

F. Guarantors  will  will not submit (as Page 2 of this document) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.

G. Special Provisions:

## WE WILL NEED GUARANTORS PROOF OF INCOME

**Guarantors may request a copy of the lease from the Tenant or the broker to the lease.**

\_\_\_\_\_  
Guarantor's Signature Date  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Guarantor's Signature Date  
Printed Name \_\_\_\_\_

(TAR-2007) 1-1-10



**TEXAS ASSOCIATION OF REALTORS®**  
**APPLICATION FOR GUARANTOR OF RESIDENTIAL LEASE**

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This application relates to the following described lease:

Landlord(s): \_\_\_\_\_  
 Tenant(s): \_\_\_\_\_  
 Property: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

(1) Guarantor's name (*first, middle, last*): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Mobile/Pager: \_\_\_\_\_  
 Soc. Sec. No.: \_\_\_\_\_ Driver License No.: \_\_\_\_\_ in \_\_\_\_\_ (state)  
 Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_  
 Hair Color: \_\_\_\_\_ Marital Status: \_\_\_\_\_ Citizenship: \_\_\_\_\_ (country)  
 Employer: \_\_\_\_\_  
 Employer's Address: \_\_\_\_\_  
 Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

(2) Guarantor's name (*first, middle, last*): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Mobile/Pager: \_\_\_\_\_  
 Soc. Sec. No.: \_\_\_\_\_ Driver License No.: \_\_\_\_\_ in \_\_\_\_\_ (state)  
 Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_  
 Hair Color: \_\_\_\_\_ Marital Status: \_\_\_\_\_ Citizenship: \_\_\_\_\_ (country)  
 Employer: \_\_\_\_\_  
 Employer's Address: \_\_\_\_\_  
 Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

Guarantors submit the following non-refundable fee(s) for processing and reviewing this application:  
 \$ \_\_\_\_\_ for (1) Guarantor and \$ \_\_\_\_\_ for (2) Guarantor.

**Guarantors authorize Landlord and Landlord's agents to obtain a copy of Guarantors' consumer or credit reports and to verify relevant information related to each Guarantor's creditworthiness from banks, creditors, employers, existing and previous landlords, and other persons.**

Note: Landlord's broker maintains a privacy policy that is available upon request.

\_\_\_\_\_  
 Guarantor's Signature Date Guarantor's Signature Date

**WE WILL NEED GUARANTORS PROOF OF INCOME**