

In consideration of, and to induce the execution and delivery of that certain Lease Agreement (the "Lease") between **Orange and Blue Apartment Investors LLC** (the "Landlord") and \_\_\_\_\_ (the "Resident") as applicable with respect to premises located at \_\_\_\_\_ Gainesville, Florida, the undersigned (Guarantor) jointly and severally and coextensively with Resident hereby unconditionally, absolutely and without limitation in time or amount, guarantee to the aforesaid Landlord the full and timely payment of all rent and other covenants, terms and conditions of the Resident inuring to the Landlord under said Lease, all holdover periods, New Leases (as defined in the Lease), renewals, or extensions thereof. Said guaranty shall include the payment of Landlord's expenses, including but not limited to attorney's fees, incurred in enforcing this Guaranty.

This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by the Landlord to the Resident or by any amendment or modification of the Lease, or by the Resident's discharge in bankruptcy or by any assignment or subletting of the Lease. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of this Lease, including any defense that Resident lacks sufficient legal capacity to enter into the Lease.

Any notice or demand to the Resident concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned. The Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against the Resident before recovering hereunder from the undersigned, and neither the release of any guarantors or release of any security for the Resident's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released.

The undersigned acknowledges full knowledge of the terms and provisions of the Lease. This Guaranty shall be binding upon the heirs, personal representatives and assigns of the undersigned, and inure to the benefit of the Landlord's successors and assigns. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord in respect of this Guaranty and hereby irrevocably appoints Resident as its agent for service of process related to this Guaranty. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of the state of Florida.

**Acknowledgement:** You authorize **Orange and Blue Apartment Investors LLC** to verify your credit history and monthly income through any means, including consumer reporting agencies. You acknowledge that you had an opportunity to review our rental criteria, lease, and associated documents. You understand that if you fail to answer any question or give false information, Landlord has the option to declare the lease in default, collect accelerated rent charges equal to the total outstanding rental payments due outlined in the lease agreement and terminate right of Resident occupancy, or charge the WOG fee described below. Landlord may also retain all fees and deposits as liquidated damages for our time and expense. Giving false information is a serious criminal offense. Fax and email signatures are legally binding.

This completed and executed Agreement must be returned to Landlord within fifteen (15) days of signing the Lease Agreement. Guarantor understands that if they do not meet the benchmarks outlined in the Rental Criteria Resident will have five (5) days to provide a new qualified Guarantor and pay an additional screening fee of \$50 or pay a non-refundable "Waiver of Guarantor" fee (WOG) of \$750.00. If Resident fails to produce a qualified Guarantor and does not pay applicable WOG fee this does not terminate the Lease, but at Landlord's sole discretion Landlord may opt to terminate the Lease immediately and collect from Resident accelerated rent damages up to the total contract value in addition to associated damages including legal and processing fees.

Applicant's criminal screening and one credit screening (for Guarantor or Self-Qualification) per applicant are included in the application fee. If additional credit screenings are required Applicant will pay a fee of \$50 per additional screen. Guarantor hereby opts in to receive text and email reminders, alerts and offers at provided contact info and waives the right to hold Landlord liable for spam as defined in the CAN-SPAM Act. Guarantor will have access to information regarding the apartment, payment status, and may be copied by Landlord on any communications with Resident. However, Landlord is not responsible to copy Guarantor on all communications, and Resident must communicate to their Guarantor as needed. By signing below Guarantor agrees to the terms of this Agreement, the Rental Criteria, the Lease Agreement, and any other applicable lease documents.

Guarantor's Name:	First	Middle	Last	Guarantor's Signature	Date	
Resident's Name	Resident's Floor Plan			Guarantor's Street Address		
Relationship to Resident	Date of Birth			City	State	Zip
Social Security # (required to be a qualified guarantor)				Email Address		
Cell Phone #	Home Phone #			Work Phone #	Other Phone #	

Guarantor's Gross Monthly Income – *this must be four times (4x) the rental installment amount to qualify*

