

TEXAS ASSOCIATION OF REALTORS®  
RESIDENTIAL LEASE GUARANTY

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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): The Aggieland Company and/or to be assigned  
Tenant(s): \_\_\_\_\_  
Property: TBD Reveille Road, College Station, TX 77845  
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:

**SECURITY DEPOSIT REFUND: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit.**

**If tenant qualifies for a refund of any portion of the security and/or pet deposits, they will be funded no sooner than thirty (30) days from the date the tenant moves out and returns all keys to the Landlord.**

**However, if tenant request an early termination of the lease or does not fulfill the term of the lease as referenced in Paragraph 3A, Landlord will be under no obligation to refund any of the security deposit or pet deposit.**

**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): The Aggieland Company and/or to be assigned  
Tenant(s): \_\_\_\_\_  
Property: TBD Reveille Road, College Station, TX 77845  
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:  
\$ 40.00 for (1) Guarantor and \$ 80.00 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

## FCRA Summary of Rights

### A Summary of Your Rights - Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, by visiting [www.ftc.gov](http://www.ftc.gov). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

### FOR QUESTIONS OR CONCERNS PLEASE CONTACT

Federal Trade Commission  
Consumer Response Center- FCRA  
Washington, DC 20580  
1-877-FTC-HELP (1-877-382-4357)  
[www.ftc.gov](http://www.ftc.gov)