

# THE MILL

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The purpose of this Guaranty of Lease is to express the terms upon which the Guarantor will guarantee all obligations of the

Tenant to The Mill, including but not limited to, the Tenant's obligation under the Lease Agreement. 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 Lease are defined:

- Lease Agreement: the "Lease", which term shall include the "Lease Agreement", the "Rules and Regulations", the "Repair and Replacement Costs", the "Tenants' Responsibility for Cleaning and Charges for Non Compliance", the "Guaranty of Tenant Obligations", and all other applicable addenda referred to in the Contract or executed by the Tenant or subject to completion as appropriate.
- Guaranty of Tenant Obligations: "Guaranty" shall be this document.
- Landlord: "Landlord" shall be the Landlord, Landlord's Agent, **Dutch Village LLC, and The Mill.**
- Tenant: "Tenant" shall be: \_\_\_\_\_
- Guarantor: "Guarantor" shall be \_\_\_\_\_ (the Tenant's parent(s), legal guardian, person in the process of obtaining custody or other sponsor).
- Community: "Community" shall be **The Mill**, whose leasing office located at **1811 Grayland Street #3, Blacksburg, VA 24060.**

**Guarantor's Representations.** The Guarantor hereby authorizes The Mill 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 The Mill and any agency designated by The Mill, from any liability in connection with release of such information. The Guarantor hereby authorizes The Mill to obtain and hereby instructs any consumer reporting agency designated by The Mill to furnish a consumer report under The Fair Credit Reporting Act to The Mill 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. The Mill 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 The Mill the full, punctual, and complete performance by Tenant of all obligations of Tenant to The Mill under the Lease Agreement including, but not limited to, extensions or renewals of the Lease Agreement (whether for the same or different Premises), when Tenant 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 Lease Agreement. 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 Lease Agreement, and all other sums which may become due under the Lease Agreement from Guarantor, as if Guarantor executed Lease Agreement as Tenant whether or not The Mill seeks recovery from Tenant or other occupants of Tenant's Unit. Guarantor expressly recognizes that Guarantor shall have no right to possession of the Premises identified in the Lease Agreement and that this Guaranty creates no obligation on The Mill to provide any benefits whatsoever to Guarantor. This Guaranty shall be in force irrespective of the financial means of the Tenant. In the event the Tenant submits an executed Lease Agreement but does not submit an executed Guaranty of Tenant Obligations as and when required by The Mill, The Mill shall have the right to require the Tenant to honor its obligations under and comply with all obligations of the Lease Agreement.

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 The Mill renews the Lease Agreement, grants Tenant extensions of time within which to pay amounts due or perform any of Tenant's obligations under the Lease Agreement, or the fact that the Guarantor was not notified of any changes or

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amendment to the Lease Agreement; (ii) the failure of the The Mill to seek recourse against or sue the Tenant for any amounts due under the Lease Agreement 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 Tenant or any other guarantor to be responsible under the Lease Agreement 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 Tenant under the Lease Agreement. If the Tenant has not yet reached the age of majority at the time Tenant signs the Lease Agreement, the Guarantor is valid notwithstanding any attempt by Tenant to invalidate the Tenant's contractual obligations because of the Tenant's age.

Dutch Village LLC knows that privacy is important to you. Dutch Village LLC's protection and use of your non-public personal information ("Personal Information") complies with federal privacy laws. Dutch Village LLC treats your Personal Information as confidential. Dutch Village LLC does not sell or rent your Personal Information for any purpose. Dutch Village LLC 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 Dutch village LLC 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 Tenant or Guarantor defaults on the Lease Agreement, Personal Information may be provided to a collections agency to protect our rights. To ensure that your Personal Information remains confidential, Dutch Village LLC maintains your information in a secure location and safely disposes of records that contain Personal Information. Dutch Village LLC educates their employees about the importance of confidentiality and customer privacy, and takes appropriate disciplinary measures to enforce privacy practices. Dutch Village LLC reserves all administrative civil or criminal, in the event of a false or forged execution hereof.

DUTCH VILLAGE LLC / THE MILL :

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

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

Diane Mack, Agent for Landlord

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

Type of Identification (if signed in your presence):

\_\_\_\_\_

Identification Number (if signed in your presence):

\_\_\_\_\_

GUARANTOR: (Must make 4 times the **total** monthly rent to qualify and credit report will be pulled.)

First Name (Req'd): \_\_\_\_\_

Middle Name (Req'd) \_\_\_\_\_

Last Name (Req'd) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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## NOTARY OF GUARANTOR'S SIGNATURE

*If Guarantor does not sign the Guaranty in the presence of The Mill, 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: \_\_\_\_\_

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