

VICKERS REALTY, LTD.

**428 EAST 83RD STREET
NEW YORK, NEW YORK 10028
PHONE: (212) 628-2313
FAX: (212) 628-2856**

GUARANTOR APPLICANTS

In addition to your application, you must submit the following:

- **Current Bank Statement (not an online printout)**
- **Last 2 Years Tax Returns, OR letter from you employer verifying income**

Guarantor Application

Landlord/Managing Agent: Vickers Realty, LTD

Bldg. Address:

Length of Lease: To Commence: To Expire:

Monthly Rent \$ Security Deposit (one months rent): \$

Annual Rent \$

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Applicant 's Name _____

Guarantor's Name _____ **Relation** _____

Date of Birth ___/___/___ **Social Security #** ___-___-_____

Present Address _____ **City** _____ **State** _____ **Zip** _____

Home Tel.(___) _____ **Office Tel.**(___) _____ **Cell** (___) _____.

Yr(s) at Present Address _____

Previous Address _____ **City** _____ **State** _____ **Zip** _____

Yr(s) at Previous Address _____

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Employment

Employer _____ **Annual Income \$** _____

Length of Employment _____

Nature of Business _____ **Position** _____

Business Address _____ **Tel.** _____

Business Reference _____ **Tel.** _____

Additional Source(s) of Income _____

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Financial References

Bank _____ **Branch** _____ **Acct#** _____ **Tel.** _____

Credit Card(s) (names, not numbers)

#1 _____ **#3** _____

#2 _____ **#4** _____

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I hereby state that all my representations set forth above that all my representations set forth above are true. I acknowledge that Vickers Realty may conduct a credit check with respect to any and all of the above information, and I hereby consent to such credit check.

Guarantor's Signature _____ **Date** _____

LEASE GUARANTY

I, _____, residing at _____ understand that you, Vickers Realty, Ltd., as Agent have leased a residential dwelling, Apartment # _____ at _____, New York, New York, to _____ subject to, and conditioned on my signing the guaranty.

The Guarantor hereby agrees to the following:

1. **GUARANTEE OF PERFORMANCE.** Guarantor guarantees, unconditionally and absolutely, the full and faithful performances and observances of all the covenants, terms, and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without being limited to the payment of rent, when due, under the Lease.

2. **LEASE MODIFICATION, RENEWAL OR EXTENSION.** If the lease is modified, renewed or extended, or if the Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance of all the covenants, terms and conditions of the Lease and of any such modifications, renewal or extension thereof.

3. **TENANT'S SUBLET OR ASSIGNMENT.** This Guaranty shall remain and continue effect if the Tenant sublets or assigns, whether or not whether Guarantor or Owner receives notice of such sublet or assignment or has consented to it.

4. **BINDING ON SUCCESSORS AND ASSIGNS.** This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representatives of Guarantor and shall inure to benefit of the successors, assigns, and legal representatives of Owner.

5. **JOINT AND SEVERAL LIABILITY.** The liability of Guarantor is co-extensive with that of Tenant and also joint and several, and action may be brought against guarantor and carried to a final judgment either with or without making the Tenant a party thereto. Guarantor further agrees that in any action or proceeding against Tenant and without joining Tenant as a party defendant.

6. **NO DEMAND NEEDED.** Owner may proceed against the Guarantor without first making demand against Tenant and without first bringing any action or proceeding against Tenant and without joining Tenant as a party defendant.

7. **WAIVER OF RIGHT TO DEFAULT NOTICE.** Guarantor does not require any notice of Tenant's nonpayment, nonperformance or nonobservances of the covenants, terms, and conditions of the Lease. Guarantor expressly waives the right to receive such notice.

8. **TENANT'S BANKRUPTCY.** Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or Tenant's estate in bankruptcy, resulting from the operation of any present or future.

9. **SERVICE IN PROCESSES.** Guarantor irrevocably appoints Tenant as its agent for the service of process related to this Guaranty. Notwithstanding the proceeding. Owner agrees to send Guarantor a copy of the legal papers served on Tenant by certified mail, return receipt requested, at the following address: **AS STATED ABOVE.**

10. VENUE AND INTERPRETATION OF GUARANTY. Venue for any action or proceeding arising out of this Guaranty shall be New York County in the State of New York. The Guaranty shall be governed and interpreted under the laws of, and enforced in the courts of the State of New York.

11. WAIVER OF JURY TRIAL. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against Guarantor in respect of this Guaranty

12. OWNER'S LEGAL EXPENSES. Guarantor will pay to owner all of owner's expenses – including, but not limited to, attorney's fees – that owner incurs in enforcing this Guaranty

13. NO WAIVER BY OWNER. Owner's failure or delay in exercising any rights under the lease or guaranty or in sending any notices, or requests, or in requiring strict performance or observance of any term or covenant of the lease, shall not waive any of Owner's rights created by the Guaranty

NOTARIZED SEAL AND SIGNATURE

GUARANTOR SIGNATURE

DATE

GUARANTOR'S COMPANY NAME (IF APPLICABLE)

PRESENT HOME ADDRESS

BUSINESS TELEPHONE NUMBER

HOME TELEPHONE NUMBER

DATE OF BIRTH

SOCIAL SECURITY NUMBER

