

# INDIGO PLANTATION APARTMENTS

100 Powell Blvd, DAYTONA BEACH, FL 32114

Phone: (386) 274-2926 ~ Fax (386) 274-2931

[www.continentalpropertyservices.com](http://www.continentalpropertyservices.com) ~ [www.indigoplantationapartments.com](http://www.indigoplantationapartments.com)

## RENTAL APPLICATION for Guarantor

RESIDENT(S): \_\_\_\_\_

APARTMENT: # \_\_\_\_\_

MONTHLY RENT: \$ \_\_\_\_\_

TERM OF LEASE: \_\_\_\_\_ TO \_\_\_\_\_

LANDLORD: INDIGO PLANTATION APARTMENTS

*Indigo Plantation Apartments qualifications for students may vary. See "Resident Selection Policy."*

### Please Print

GUARANTOR  
NAME

LAST

FIRST

MIDDLE

SOCIAL SECURITY #

DRIVERS LICENSE#

STATE OF DRIVERS LICENSE

DATE OF BIRTH

SPOUSE

NAME

LAST

FIRST

MIDDLE

SOCIAL SECURITY #

DRIVERS LICENSE#

STATE OF DRIVERS LICENSE

DATE OF BIRTH

Home Telephone No. (\_\_\_\_) \_\_\_\_\_ Cell Telephone No. (\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Home Address \_\_\_\_\_

STREET

CITY

STATE

ZIP

### CURRENT EMPLOYMENT (GUARANTOR)

Company Name \_\_\_\_\_ Tel. No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

STREET

CITY

STATE

ZIP

Occupation \_\_\_\_\_ Supervisor \_\_\_\_\_ Tel. No. (\_\_\_\_) \_\_\_\_\_

Date Employed \_\_\_\_\_ Gross Monthly Salary \$ \_\_\_\_\_

### CURRENT EMPLOYMENT (SPOUSE)

Company Name \_\_\_\_\_ Tel. No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

STREET

CITY

STATE

ZIP

Occupation \_\_\_\_\_ Supervisor \_\_\_\_\_ Tel. No. (\_\_\_\_) \_\_\_\_\_

Date Employed \_\_\_\_\_ Gross Monthly Salary \$ \_\_\_\_\_

**FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, jointly and severally if more than one, agrees that:**

**The undersigned hereby unconditionally guarantees the full and prompt payment when due, whether by acceleration or otherwise, and at all time hereafter, of: (a) all amounts due and payable by RESIDENT to LANDLORD under the terms and provisions of the Apartment Lease Agreement; (b) any and all extensions, renewals or modifications of said Apartment Lease Agreement; (c) any and all expenses, including attorney fees and court costs, incurred in the collection and Enforcement thereof; and (d) any damages incurred by LANDLORD as a result of any breach of the Apartment Lease Agreement.**

In the event RESIDENT fails to perform its covenants, agreements and undertakings as provided in the Apartment Lease Agreement, the undersigned shall immediately upon the written demand of LANDLORD promptly, and with due diligence, do and perform for the benefit of LANDLORD, all of such covenants, agreements and undertakings if they constituted the direct and primary obligations of the undersigned.

The obligations of the undersigned hereunder are independent of the obligations of RESIDENT, and a separate action or actions for payment, damages or performance may be brought and prosecuted against the undersigned, whether or not RESIDENT be joined in any such action or actions, and whether or not RESIDENT be joined in any such action or actions, and whether or not notice be given or demand be made upon RESIDENT.

Guarantor hereby acknowledges that the principal place of business of LANDLORD is VOLUSIA County, Florida, and the venue for any action between the parties pertaining to or arising out of the terms and provisions of this Guaranty of Payment or out of the Apartment Lease Agreement, shall be in VOLUSIA County, Florida.

The undersigned hereby certifies that he/she is not a member of any branch of the military services or armed forces of the United States of America or any state.

Guarantor hereby authorizes Agent to obtain a credit report on the Guarantor.

It is fully understood that until each and every one of the covenants and agreements of this Guaranty are fully performed, the undersigned's obligations shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surely or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of LANDLORD or LANDLORD'S failure to proceed promptly or otherwise, or by reason or any action taken or omitted by LANDLORD, whether or not such action or failure to act varies or increases the risk of or affects the rights or remedies of the undersigned, or by reason of any further dealings between RESIDENT. LANDLORD or any other guarantor, and the undersigned hereby expressly waives and surrenders any defense to its liability hereunder based upon any of foregoing acts, omissions, things, agreements or waivers of any of them; it being the purpose and intent of the parties hereto that the covenants, agreements and all obligations hereunder are absolute, unconditional and irrevocable under any and all circumstances. LANDLORD shall be entitled to assign this Guaranty in whole or in part and all of its rights, privileges, interests and remedies hereunder without notice to or consent by the undersigned, and such assignee shall be entitled to the benefits of this Guaranty and to exercise all rights, interests, and remedies as fully as LANDLORD.

Provided that no default then exists under any loan document, this Guaranty shall terminate when, and only when, each of the following conditions shall have been met: (A) LANDLORD shall have been paid in full, including interest thereon, for all Liabilities: (B) Resident shall have completely complied with all terms and conditions of the Residential Lease Agreement including all extension, renewals or modifications.

If it becomes necessary for LANDLORD to employ an attorney to enforce the obligations of the undersigned hereunder, whether or not suit be brought, the undersigned agrees to pay all attorney fees and expenses in connection therewith.

**GUARANTOR HEREBY EXPRESSLY WAIVES A RIGHT TO TRIAL BY JURY IN ANY ACTION BETWEEN THE LANDLORD AND GUARANTOR.**

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

_____	_____
	GUARANTOR
_____	_____
	DATE
_____	_____
	GUARANTOR
_____	_____
	DATE

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgements in and for the state and county named above, personally appeared, \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing document.

WITNESS my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public  
My Commission Expires: