

GUARANTEE OF RENTAL AGREEMENT

1. In consideration of the execution of the Rental Agreement, dated _____, for the premises at: 1575 Oak Dr. # _____, Vista, Ca. 92084 by and between Oak Manor Apartments "Owner" and _____ "Resident" and valuable consideration, receipt of which is hereby acknowledged, the undersigned _____, herein referred to as Guarantor, does hereby guarantee unconditionally to Owner, Owner's agent, and/or including Owner's successor and assigns, the prompt payment by Resident of the rent or any other sums which become due Pursuant to the Rental Agreement, a copy of which is attached here to, including any and all court costs or attorneys' fees incurred in enforcing the Rental Agreement.
2. In the event of the breach of any terms of the Rental Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any and all legal fees incurred in enforcing the Rental Agreement.
3. This Guarantee may be immediately enforced by Owner or Owners' designated representative upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
4. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner against Guarantor.
5. If any legal actions or other proceeding are brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred.
6. This Guarantee does not confer a right to possession of the premises by Guarantor, and Owner is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner proceeding against Guarantor for Guarantor's obligations under this Guarantee.
7. Unless released in writing by Owner, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy as provided by the Rental Agreement and for any extensions granted pursuant thereto.
8. In the event the terms of said Rental Agreement are modified by Resident and Owner, with or without the knowledge or consent of Guarantor, Guarantor waives any and all rights to be released from the provisions of this Guarantee and Guarantor shall remain obligated by said additional modifications and terms of the Rental Agreement.
9. Guarantor hereby consents in advance to any changes, modifications, additions, or deletions of the Rental Agreement made and agreed to by Owner and Resident during the period of the tenancy.

Guarantor's Signature _____ Date: _____

Guarantor's Name (print please) _____

Guarantor's Address _____ City _____ State _____ Zip _____

Home Phone _____

Work/Cell Phone _____

OAK MANOR APARTMENTS

1575 Oak Drive, Vista, CA 92084

Email: oakmanor02@hotmail.com

Tele: 760-724-0080

FAX: (760) 724-0374

THANK YOU FOR CONSIDERING OAK MANOR FOR YOUR NEW HOME

Our staff is here to try to make your move as pleasant and easy as possible.

A completed and signed application must be turned in for each person over 18 years old seeking to live at the Oak Manor.

When returning your application, the following items will be necessary:

- ✓ Photo identification
- ✓ Income verification (2 most recent pay-stubs, LES, etc.)
- ✓ 3 most recent months' rental receipts (will simply expedite processing)
- ✓ Application fee of \$20.00 per adult in the form of cash, cashier's check or money order

Please be sure all blanks on the application are filled in. If you are returning your application(s) in person, please sign the application(s) in the presence of management. Applications returned by mail or FAX **must be signed** and accompanied by a legible copy of the signer's driver's license. Applications that are faxed or emailed **must be followed with the original signed application** delivered (UPS, FedEx or USPS) to: Oak Manor, Attn: Oak Manor Office, 1575 Oak Dr., Vista, CA 92084.

Please be advised; the payment of **security deposits** and the **first month's rent** **must** be in the form of cashier's check or money order only. After the first month of residence, personal checks may be accepted.

Please note the following requirements for acceptance as a resident of Oak Manor:

1. Your income must be at least two and one half times the amount of rent. Co-signors may be considered.
2. You must have good previous rental history (family members will not be accepted as landlord/rental references).
3. You must sign a Crime-Free, Drug-Free Community Agreement.
4. We follow the guidelines from DFEH for an occupancy limit of 2 per bedroom + 1.
5. We will NOT consider anyone who has previously been evicted.
6. We will require a credit report to be obtained in **our specified format**.
7. Security deposits start at \$500.00 and could go as high as two times the rent.
8. In-door cats must have management approval and will require additional deposit.
9. Dogs of any size are not allowed at any time on the property. "Seeing-eye" dogs or assistive animals would be the exception to this rule.
10. **Electricity** must be changed to the renter's name **before move-in date**.

Thank you,

OAK MANOR MANAGEMENT

Oak Manor Apartments
1575 Oak Drive
Vista, California 92084
Tel: (760) 724-0080 Fax: (760) 724-0374

Email: oakmanor02@hotmail.com

**RENTAL
APPLICATION**

FOR OFFICE USE ONLY
Date _____ Agent _____
Apt. No. _____ Rent _____

Notice: Each person over age 18 must complete and turn in a separate Rental Application form
The undersigned hereby makes application to rent unit number _____ located at _____
Beginning on _____, at a monthly rental of \$ _____.

PLEASE TELL US ABOUT YOURSELF

FULL NAME _____ Phone () _____
Date of Birth _____ Social Security No. _____ Drivers Lic. No. & State _____
Name of Co-Applicant _____ Relationship _____
Names of All Other Occupants _____ Total Number of Occupants _____
How Many Pets Do You or Other Occupants Own? _____
Kind of Pet, Breed, Weight and Age _____

PLEASE GIVE YOUR RESIDENCE HISTORY

(Beginning With the Most Current)

CURRENT ADDRESS
Month & Year Moved In _____ Reason for Leaving _____
Owner or Agent _____ Phone () _____ Monthly Payment \$ _____
PREVIOUS ADDRESS
Month & Year Moved In _____ Reason for Leaving _____
Owner or Agent _____ Phone () _____
PREVIOUS ADDRESS
Month & Year Moved In _____ Reason for Leaving _____
Owner or Agent _____ Phone () _____

PLEASE GIVE YOUR EMPLOYMENT INFORMATION

YOUR STATUS: Employed Full-Time Employed Part-Time Student Retired Not Employed
CURRENT EMPLOYER (or most Recent) _____
Address _____ Phone () _____
Date(s) Employed / From _____ to _____ Position _____
Supervisor _____ Your Gross Monthly Salary \$ _____ Household Gross Monthly Income \$ _____
PREVIOUS EMPLOYER
Address _____ Phone () _____
Date(s) Employed/ from _____ to _____ Position _____ Supervisor _____
If there are other sources of income you would like us to consider, please list income, source and person (Banker, Employer, Etc.) who we could contact for confirmation. You do NOT have to reveal alimony, child support or spouse's annual income unless you want us to consider it in this application.
Amount \$ _____ Source _____

PLEASE LIST CREDIT REFERENCES

YOUR CREDIT REFERENCES	City-State	Acct. Number	Telephone
1			
2			
3			

TOTAL NUMBER OF VEHICLES (Including Company Vehicles) _____
Make/Model _____ Year _____ Color _____ Tag No./State _____
Make/Model _____ Year _____ Color _____ Tag No. /State _____
Other Car, Motorcycle, etc. _____

HAVE YOU OR CO-APPLICANT EVER:
Been evicted or asked to move out? Yes No
Been sued for damage to Rental Property? Yes No
Been sued for non-payment of rent? Yes No
Broken a Rental Agreement or Lease? Yes No
Declared Bankruptcy? Yes No

Please give any additional information that might help management evaluate your application: _____

How did you hear about our property? _____

If management has any questions about your application, please give Phone Numbers where you can be located:

Day Phone: _____ Night Phone: _____

IN CASE OF PERSONAL EMERGENCY, NOTIFY: _____ Relationship: _____
Full Address _____
Home Phone: _____ Work Phone: _____

ADDENDUM TO RENTAL APPLICATION

The following is an Addendum to the rental Application for **OAK MANOR APARTMENTS** located at 1575 Oak Drive, Vista, San Diego County, California 92084, which rental Application, in its entirety, is incorporated herein by reference.

The undersigned makes application to rent Unit No. _____ in the Oak Manor Apartments beginning on _____, at the monthly rental of \$ _____.

As a condition precedent to the acceptance by owner/owner's agent of the subject application, the undersigned applicant acknowledges and consents to the owner/owner's agent obtaining a credit report detailing the applicant's financial status, financial habits, indebtedness and characteristics regarding timely payments. In addition, the undersigned applicant acknowledges and consents to the owner/owner's agent obtaining information concerning the applicant's character, general reputation, employment background and mode of living.

In addition, the undersigned understands and consents that the owner/owner's agent **may** obtain information regarding the applicant's criminal history, if any, which history, if any may influence the non-acceptance of the rental Application.

The applicant understands and recognizes the owner's duty and responsibility to existing residents of Oak Manor to accept only applications that will not negatively impact the peace and quiet enjoyment of existing tenants at Oak manor. In the event the undersigned Rental Application is not accepted, any deposits made by applicant shall be returned, less any costs set forth in the Rental Applications.

The undersigned hereby acknowledges that the non-acceptance of the Rental Application for good cause based upon information obtained from independent sources shall not constitute damages to the undersigned; the undersigned therefore waives any alleged claims arising out of the information used to evaluate the Rental Application.

I RECOGNIZE THAT AS A PART OF YOUR PROCEDURE FOR PROCESSING MY APPLICATION, AN INVESTIGATIVE CONSUMER RESORT MAY BE PREPARED WHEREBY INFORMATION IS OBTAINED THROUGH PERSONAL INTERVIEWS WITH MY NEIGHBORS, FRIENDS, AND OTHERS WITH WHOM I MAY BE ACQUAINTED. THIS INQUIRY INCLUDES INFORMATION AS TO MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING. I UNDERSTAND THAT I MAY HAVE THE RIGHT TO MAKE A WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME TO RECEIVE ADDITIONAL, DETAILED INFORMATION ABOUT THE NATURE AND SCOPE OF THIS INVESTIGATION. I ALSO GIVE PERMISSION TO PREVIOUS LANDLORDS TO PROVIDE AN ACCOUNTING OF ANY DEDUCTIONS MADE FROM PREVIOUSLY PAID SECURITY DEPOSITS.

The above information, to the best of my knowledge, is true and correct

Applicant signature

Owner's/Agent witness, if present

Print name

Title

E-mail address

Date

Date