

Important Instructions: Before doing anything with this document, save it to your computer using a different file name. Reopen the saved document and fill it out. When finished, save the document again, then email one copy to your child and one to us at info@CvilleApartments.com. This is an editable PDF document; you may need to update your free copy of Adobe Acrobat Reader to ensure compatibility.

Residential Lease Guaranty

This Lease Guaranty is a legally binding contract between the undersigned person, as Guarantor, and Charlottesville Apartments, LLC, as Landlord, on the date indicated below, and is to be governed by the Laws of the Commonwealth of Virginia.

In consideration of the extension of credit and the signing of the Lease by and between the Landlord, Charlottesville Apartments, LLC, and the Resident, who is listed below, for the Lease for a residence, as listed on the *Summary of Lease Terms* page of the Lease, in the city of Charlottesville, Virginia, I unconditionally and irrevocably guarantee to the Landlord the payment of all obligations due under this Lease now and in the future as well as the full performance of all Lease obligations of the Resident, including, but not limited to, payment for any damages other than normal wear and tear. As Guarantor, I agree to be liable for all costs, damages, and attorney's fees incurred by the Landlord in the collection of money due under this Lease. Attorney's fees will not exceed 25% of the debt due.

I agree that this Guaranty shall remain in effect throughout the term of this Lease, for any extensions of this Lease to which the Resident listed below is a party, for any modifications to this Lease, and for any increases in rent under this Lease. Additionally, if the Resident moves to another property owned or managed by Charlottesville Apartments, this Guaranty shall remain in effect for the new Lease.

As Guarantor, I further understand and agree that I may not terminate this Guaranty without the written consent of the Landlord. I understand that a failure of the Landlord to require strict performance under this Lease of either the Resident or of the Guarantor for any particular breach of this Lease is not to be construed as a waiver of the Landlord's right to insist upon strict performance of this Guaranty in the future.

As a courtesy, the Landlord will notify me of all significant breaches of this Lease so that I will have an opportunity to help correct any problems that may occur under the Lease. I agree to accept the jurisdiction of the Circuit Court, the General District Court of the City of Charlottesville or of the County of Albemarle in any dispute arising out of this Guaranty including any action to enforce it.

The provisions of this Guaranty and the Lease are not intended to limit the legal remedies that a resident or the resident's parents or guardians may have against any other resident or resident's parents or guardians.

Resident and Guarantor Information

Resident's Full Name: _____

Guarantor's Full Name: _____

Guarantor's Street Address: _____

Guarantor's City, State & Zip: _____

Guarantor's Primary Phone: _____ Primary E-Mail Address: _____

Electronic Signature Agreement: By typing your name in the space below and by selecting the "I Agree" box, you are signing this Agreement electronically. You intend and agree that your electronic signature is to be the legal equivalent of your manual signature on this Agreement and you consent to be legally bound by this Agreement's terms and conditions. You also agree that no other verification is necessary to validate your e-signature or affect the enforceability of your e-signature.

Guarantor's Electronic Signature: _____ **Date:** _____

I Agree