



ABOVE & BEYOND
Property Management

607 Professional Dr. Suite 3
Bozeman, MT 59718
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406-551-2093

THIRD PARTY GUARANTEE
(Co-signer agreement)

For the purpose of the provisions within this enclosure, "I," "me" or "my" means the person or Guarantor signing below and "you" or "your" means ABOVE & BEYOND PROPERTY MANAGEMENT.

This rider is attached to and made an integral part of the Rental Application and Rental Agreement (or Lease) for the following named Applicant(s) _____ (INSERT APPLICANT NAME).

In consideration of your lease of any premises to the Applicant(s), I hereby guarantee, and agree to be jointly and severally liable for, any or all of the Applicant(s) liability to you arising as a result of the Rental Agreement executed by the Applicant(s). I further expressly guarantee payment of the rent, any damages, cleaning expenses, unpaid utilities, fees, fines, exemplary or punitive damages, costs, administrative charges, including without limitation attorney's fees, court costs, or any other liability incurred and full performance of the Rental Agreement including any extensions, renewals, modifications or amendments thereto. While agreeing to be bound by all terms and conditions of the Rental Agreement, I specifically and irrevocably waive all possessory rights to the Premises for the entire term of the Rental Agreement, including all extensions thereto. Additionally, I agree to have you run a credit check on me **(at the cost of \$35.00, which I agree to pay)** for the purpose of financial verification.

I agree that my liability will remain in full force and effect for the term of the Rental Agreement and any extensions, renewals, modifications or amendments thereto and for any subsequent rental agreements, unless you specifically modify or release this Guaranty, **in writing**, upon your determination, in your sole and absolute discretion, that the Applicant is qualified to handle his or her own tenancy without a guarantor.

This Guaranty constitutes a legally binding contract enforceable by law. I co-sign as unconditional and absolute Guarantor on any Rental Agreements executed by the Applicant(s). My obligations under this Guaranty shall be primary and you shall not be required to exhaust your remedies against the Applicant(s) prior to enforcing your rights under this Guaranty against me. I waive all rights of subrogation and set-off until all sums under this Guaranty and the Rental Agreement(s), including any extensions, renewals, modifications or amendments thereto, are fully paid. This Guaranty shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns and personal representatives. This Guaranty shall be construed and enforced under the laws of the State of Montana. I acknowledge and warrant that I have read and understand this Guaranty and the aforementioned Rental Agreement.

I specifically authorize and direct any and all persons or entities named by me herein to receive, provide, and exchange with you, your principals, agents and employees, any information pertaining to me, including but not limited to confidential information pertaining to my credit and payment history, the opinions and recommendations of my personal and employment references, my rental history, my criminal history, my driving record, my military background, my civil listings, my educational background, and any professional licenses.

I understand that I have the right to make written request within a reasonable period of time for additional information concerning the nature and scope of investigation. I acknowledge that I have voluntarily provided the information contained herein for the purpose of securing housing and credit information, and I have carefully read and I understand this authorization.

All Third Party Guarantor Agreements not submitted to Management, in person by the named guarantor, during normal operating hours will need to be notarized before they will be accepted.

In the event that the Applicant does not pay due rents, fines, damage balances, or eviction litigation fees after signing a Rental Agreement with you or if any payment is otherwise due under this Guaranty, I understand that you shall have the immediate and unrestricted right to receive any such due balances and payments from the credit or debit card information provided below. I understand and agree that no further authorization from me shall be required.

GUARANTOR'S INFORMATION (Please print)

NAME (First, Middle, Last) _____

SSN: _____ - _____ - _____

MONTHLY INCOME: _____

DRIVER'S LICENSE # & STATE: _____

EMAIL: _____

DATE OF BIRTH ____/____/____

PHONE: Home _____

Work _____

Cell _____

Fax _____

MAILING ADDRESS: _____ City _____ State _____

Zip _____

PHYSICAL ADDRESS: _____ City _____ State _____

Zip _____

EMPLOYER'S NAME &
ADDRESS _____

SIGNATURE: _____ DATE _____

Notary Seal