

Midwest Property Management
1203 Iowa Street, Lawrence, KS 66044 (785) 841-4935 FAX (785) 841-4953
GUARANTY AGREEMENT

THIS GUARANTY ("Guaranty") is entered into between landlords agent T&J Holdings INC, DBA Midwest Property Management and _____, ("Guarantor(s)")
_____, an individual(s), is the Guarantor(s) subject to all the terms of this Guaranty. In exchange for this Guaranty, T&J Holdings INC, DBA Midwest Property Management has agreed to consider granting a "Lease Agreement" to _____ ("Lessee(s)") for the residential rental property located at _____. A copy of the proposed Lease Agreement is attached hereto and incorporated by reference. Guarantor(s) understand that the Lessee(s) application will not be considered without a Guaranty Agreement and this Guaranty Agreement does not mean that the Lessee(s) application will be approved.

By signing, the guarantor releases the management company to conduct an investigative report to determine the eligibility of guarantor. This inquiry includes information as to character and credit. This agreement may be denied as a result of any misrepresentation or insufficient information as a result of an incomplete application. Guarantor has the right to make a written request within a reasonable period of time to receive additional information as to the nature and scope of investigation.

If Lessee(s) application is approved, Guarantor(s) unconditionally guarantees **all financial obligations** (including but not limited to the payment of rent, late fees, and damages) under the terms of "Lease Agreement", now or in the future and any extensions, modifications or notations thereof.

The Guarantor(s) waives:

- a. The giving of any notices and the making of any demands including but not limited to notice of nonpayment, protest, notice of protest or other such notice;
- b. Diligence by T & J Holdings Inc., DBA Midwest Property Management in collection of any obligation guaranteed herein.

Guarantor(s) agrees that by T & J Holdings INC, DBA Midwest Property Management shall NOT have to exhaust any remedies it may have against Lessee(s); give notice of acceptance of this Guaranty; first initiate suit or foreclose upon any lien or security interest prior to demanding payment under this Guaranty and may at its discretion seek to enforce this Guaranty solely against Guarantor(s).

Guarantor(s) agrees that by T & J Holdings INC, DBA Midwest Property Management may change the form of any indebtedness, extend the indebtedness, change the deliveries or payments, or otherwise modify the terms of the Lease Agreement to Lessee(s) all without in any manner affecting Guarantor's liability there under.

This Guaranty shall be valid for the entire term of the Lease Agreement and any extensions or renewals thereof.

No oral agreements or representations shall be binding on either party. This Agreement may only be modified by a written agreement executed by both parties.

This Agreement encompasses the entire agreement.

This Agreement is deemed separable, so that if any sentence, provision or section hereof, or any part thereof, shall be deemed invalid, it shall not be deemed to affect the validity of the remaining provisions thereof.

The validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the state of Kansas without giving effect to the conflict of law principles thereof. Guarantor(s) consent to personal jurisdiction of the Court in the County in which the above-described property is located.

Guarantor Information

Signature

Street Address

City, State, Zip Code

Telephone

Social Security Number

Financial Information

Employer

Gross Monthly Income

Phone/Contact Name

State of _____ County of _____

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My Commission Expires