

Baltimorean Apartments

2905 N. Charles Street
Baltimore, MD 21218
(410) 889-4157

Rental Application for Guarantor

APPLICANT

Full Name: _____ Date of Birth: _____

Address: _____

Phone #:(_____) _____ Email: _____

Social Security or Visa #: _____ Driver's License#/State: _____

EMPLOYMENT HISTORY

Name and Address of Current Employer: _____

_____ Phone:(_____) _____

Dates Employed at this Job: _____ Salary: _____

MISCELLANEOUS

Have you ever:

Filed for bankruptcy? Yes No

If you answered "yes", please explain: _____

I certify that all the information given above is true and correct and understand that my lease or rental agreement may be terminated if I have made any false or incomplete statement in this application. I authorize The Baltimorean Apartments to verify any information provided in this application and to obtain a copy of my credit report in order to process this application. I also understand that completion of this application does not guarantee apartment availability.

Applicant's Signature

Date

THE BALTIMOREAN APARTMENTS
2905 N. Charles Street
Baltimore, MD 21218
(410) 889-4157 Fax (410) 889-4158

REQUEST FOR EMPLOYMENT VERIFICATION

Applicant: Please sign and date the section at the center of the page marked with a *. Please do not fill out the rest of this form. We will send this signed form to your employer if required.

To: _____

Date: _____

The person named below has submitted an application to us for an apartment rental. Your company was listed as having currently or formerly employed this person. The applicant, by his/her signature below, has authorized you to release their employment information. Your assistance in providing employment information will be sincerely appreciated. Thank you.

Employee Name: _____

Current Address: _____

Social Security Number: _____

Department or Branch: _____

Date(s) of Employment: _____

REQUEST SUBMITTED BY	TITLE	PHONE

APPLICANT'S AUTHORIZATION OF THIS INQUIRY: I hereby consent to the release of my residency information.	
* _____ Resident's Signature	_____ Date

EMPLOYER'S COMMENTS

Dates of Employment: From _____ To _____

Position Held: _____

Gross Salary or Wage \$ _____ per YEAR MONTH WEEK HOUR*

(*If on hourly wage, please specify approximate number of hours worked weekly: _____ HOURS)

Other Comments: _____

SIGNATURE: _____ TITLE: _____ DATE: _____

GUARANTY OF LEASE

THIS GUARANTY ("Guaranty") is made as of the _____ day of _____,
_____ by _____, having an address at _____

(hereinafter referred to as "Guarantor") in favor of 2905 NORTH CHARLES STREET, L.L.C., having an address at The Baltimorean Apartments, 2905 North Charles Street, Baltimore, Maryland 21218 (hereinafter referred to as "Landlord").

WHEREAS, Landlord and _____ (hereinafter referred to as "Tenant") have agreed to enter into a lease, dated of even date herewith, for the Premises consisting of Apartment No. _____ in the building known as The Baltimorean Apartments (hereinafter referred to as the "Lease"); and

WHEREAS, Guarantor has a material interest in Tenant, inasmuch as Tenant is a son/daughter of the Guarantor and it is a condition precedent to the Landlord's entering into the Lease with Tenant that Guarantor guarantee the Lease; and

WHEREAS, words not otherwise defined herein, whether or not capitalized herein, shall have the meanings given to them in the Lease.

NOW, THEREFORE, WITNESSETH, in consideration of the agreement of Landlord to enter into the Lease with Tenant, Guarantor hereby covenants and agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Landlord the full, complete, and timely payment and performance by Tenant of any of the terms, covenants, and conditions of Tenant under or pursuant to the Lease, including without limitation the payment of all Basic Annual Rent and Additional Rent and any other commitment to pay money whether or not designated in the Lease as rent (hereinafter collectively referred to as "Rent") when due without deduction by reason of any set-off, defense, or counterclaim, irrespective of any invalidity therein or the unenforceability thereof.

2. Consent to Lease. Guarantor hereby unconditionally consents to the terms, covenants, and conditions of the Lease.

3. Consent to Amendments and Extensions. Guarantor hereby consents, without notice to Guarantor, to any changes or alterations which may be made in any term, covenant, or condition of the Lease and to the extension (which term includes renewals and holding over) of the Lease, in whole or in part from time to time, whether or not for a term in excess of the original term and any extension terms. Guarantor agrees in case the dates of payment of Rent shall be changed in whole or in part, that all moneys due hereunder shall be paid when due according to such change or extension. Guarantor further consents to the waiving or amendment by Landlord of any term, covenant, or condition of the Lease or of any forbearance, indulgence, or release granted thereunder.

4. Consent to Assignment and Sublease. Guarantor further consents to any assignment or sublease of the Lease or any license, concession, franchise, or use agreement of the Premises. No such assignment, sublease, or agreement shall affect this Guaranty.

5. Obligations of Guarantor. If Tenant shall fail to comply with any term, covenant, or condition contained in the Lease, Guarantor hereby unconditionally guarantees to Landlord that Guarantor shall then (1) pay (without first requiring the Landlord to proceed against Tenant, any other person, or any

other security) to the Landlord any sums due and owing under the Lease, including without limitation interest, premiums, and charges on past due obligations of Tenant, and (2) cure any default in any term, covenant, or condition of the Lease. Guarantor further agrees to indemnify and hold harmless Landlord from any loss (including reasonable attorney's fees) resulting from any default made at any time by Tenant in any term, covenant, or condition of the Lease or by the Guarantor under the terms of this Guaranty.

6. Waivers by Guarantor. Guarantor hereby waives presentment, demand for payment, protest, notice of nonpayment, promptness, and diligence. Guarantor hereby waives notice of acceptance of this Guaranty by Landlord and any and all notices and demands of every kind and description which may be required to be given by any statute or rule of law and Guarantor agrees that the liability of Guarantor hereunder shall in no way be affected, diminished, or released by any forbearance or indulgence which may be granted to Tenant (or to any successor thereto or to any person or entity which shall have assumed the obligations thereof) or by any waiver of any term, covenant, or condition in the Lease by Landlord or by reason of any change or modification in the Lease, or by the acceptance of additional security or the release by Landlord of any security or of any person or entity primarily or secondarily liable, including Tenant and one or more of the undersigned; or by the failure of Landlord to protect, secure, preserve, or insure any security.

7. Enforcement by Landlord. Guarantor agrees that this Guaranty may be enforced by the Landlord without enforcing any rights it may have against any other person or entity or any collateral. Guarantor further agrees that nothing herein contained shall prevent Landlord from suing on the Lease or from exercising any other right available to it under the Lease or against any other person or entity, and the exercise of any of the aforementioned rights shall not constitute a legal or equitable discharge of Guarantor, it being the purpose and intent of Guarantor that its obligations under this Guaranty shall be absolute and unconditional until all terms, covenants, and conditions of the Lease have been completely fulfilled.

8. Effect of Bankruptcy. This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant of any insolvency, bankruptcy, or reorganization proceedings or the disaffirmance of the Lease in such proceedings or otherwise. This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment made by or on behalf of Tenant is rescinded or must otherwise be returned by Landlord upon the insolvency, bankruptcy, or reorganization of Tenant or otherwise, all as though such payment had not been made.

9. Claims by Guarantor Against Tenant. Nothing hereunder contained shall operate as, a release or discharge, in whole or in part, of any claim of Guarantor against Tenant by subrogation or otherwise, by reason of any act done or any payment made by Guarantor pursuant to the provisions of this Guaranty; but all such claims shall be subordinate to the claims of Landlord. Guarantor hereby assigns to Landlord all of its right, title, and interest in all claims of Guarantor against Tenant as security for the fulfillment of all of Guarantor's obligations under this Guaranty.

10. Waiver of Exemptions. All the laws exempting real or personal property from execution and inquisition and extension upon any levy on real or personal property are hereby waived and condemnation agreed to, and no benefit of exemption will be claimed under or by virtue of any exemption law now in force or which hereafter may be passed.

11. Notices. All notices to be sent pursuant to this Guaranty shall be sent by hand delivery, overnight delivery service, or United States Certified Mail, return receipt requested, postage prepaid. All notices shall be deemed to have been given and received on the date sent, if sent by hand; one business day after the date sent, if sent by overnight delivery service; or three (3) days after the date sent if sent by United States Certified Mail, return receipt requested, postage prepaid. The notice address for Guarantor

and Landlord shall be the address set forth beside their respective names in the first paragraph of this Guaranty or such other address as either of them may have provided to the other by giving written notice thereof in accordance with this Section.

12. Confession of Judgment. Guarantor hereby authorizes any clerk of any court of record or any attorney to enter in any court of competent jurisdiction in the State of Maryland or any other State or Territory of the United States judgment by confession against Guarantor, jointly and severally, and in favor of Landlord for the entire amount then due under the Lease with interest, premiums, and charges thereon as set forth therein, together with attorney's fees of ten percent (10%) of the amount owed, and court costs, without stay of execution or right of appeal expressly waiving the benefit of all exemption laws and all irregularity or error in entering said judgment or the execution thereon. No single exercise of the foregoing power to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable or void, but the power shall continue undiminished, and it may be exercised from time to time as often as Landlord shall elect, until such time as Landlord shall have received payment in full of all amounts due from Tenant in respect of the Lease to Landlord, together with costs and indebtedness of Guarantor under this Guaranty.

13. Joint and Several Liability. If more than one person or entity is executing this Guaranty as a guarantor, all liabilities under this Guaranty shall be joint and several with respect to each of such persons or entities.

14. Miscellaneous.

(a) Applicable Law, Jurisdiction. Guarantor hereby acknowledges, consents, and agrees (i) that the provisions of this Guaranty and the rights of all parties mentioned herein shall be governed by and interpreted and construed in accordance with the laws of the State of Maryland (excluding principles of conflicts of law) and (ii) that the United States District Court of the District of Maryland and any court of competent jurisdiction in the State of Maryland shall have jurisdiction in any proceeding instituted to enforce this Guaranty, and any objections to venue are hereby waived.

(b) Binding Effect. The rights, powers, privileges, and discretions (hereinafter referred to as the "rights") to which Landlord may be entitled hereunder shall inure to the benefit of Landlord and Landlord's personal representatives, successors, and assigns. All the rights of Landlord are cumulative and not alternative and may be enforced successively or concurrently. Failure of Landlord to exercise any of its rights shall not be deemed a waiver thereof, and no waiver of any of its rights shall be deemed to apply to any other rights, nor shall it be effective unless in writing and signed by Landlord. The terms, covenants, and conditions of or imposed upon Guarantor herein shall be binding upon the personal representatives, successors, and assigns of each Guarantor.

(c) Severability. In case any provision (or any part of any provision) contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Guaranty, but this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal, or unenforceable.

(d) Grammar. When used herein, the singular shall include the plural; the plural the singular; and the use of any gender shall be applicable to all genders.

(e) Time of the Essence. Time is of the essence for all purposes in this Guaranty.

(f) Counterparts. This Guaranty may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument. This Guaranty shall be fully effective against any Guarantor which signs below, even if one or more persons whose name or names appear below does not execute this Guaranty.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be duly executed under seal and delivered as of the date first above written.

WITNESS my signature this _____ day of _____ (year and month).

Signature of Guarantor

Please note: This Guaranty of Lease must either be notarized (see below) or a copy of your passport must be attached.

State of _____
County of _____

On _____, _____,
_____ (Guarantor) personally came before me and, being
duly sworn, did state that he or she is the person described in the above document and that he or she signed
the above document in my presence.

Signature of Notary Public

Notary Public, In and for the County of _____
State of _____

My commission expires: _____

Notary Seal