

FORMAL SIGNING OF THE LEASE

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I have read, understand and agree to the terms of this lease and to abide by all policies of Weatherford College and W.C. Student Housing.

I understand this lease is the joint obligation of the Student and Guarantor and **shall become legally binding** upon the signing date, this includes all payments required herein. All terms and conditions will be fully enforced. I further understand that **this lease is binding from date of move-in to end of spring semester.**

I understand that I shall, both jointly and individually, with my Guarantor, indemnify, defend, and hold harmless the College, its employees, and agents against any and all claims. These claims shall include: damages, liabilities, costs, attorney fees, and any other expenses incurred by the student due to negligent act or omission by the student pursuant to the terms of this lease. This includes, without limitation, the student's failure to fully observe and comply with all of the College's policies and guidelines of student conduct.

I have read, accept and understand all provisions of this lease.

STUDENT Signature

Date

Parent/Guardian (ONLY if under 18)

Date

You MUST have your GUARANTOR sign the line below!!

GUARANTOR Signature

Date

Office Use Only

Housing Manager Signature

Date

GUARANTY (CO-SIGNER) AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") is executed and delivered by the undersigned Guarantor, in connection with the Weatherford College Student Housing Lease ("Lease") and between the undersigned student ("Student") and Weatherford College ("Weatherford College") which is attached hereto and hereby made a part hereof.

The aforementioned Student has applied to become a resident of WEATHERFORD COLLEGE STUDENT HOUSING, in Weatherford, Texas. As possible condition of acceptance of such Student, Weatherford College requires that all payment and performance obligations of the Student under the Lease (and policies of WEATHERFORD COLLEGE STUDENT HOUSING) be personally and unconditionally guaranteed by the Student's parent, guardian or other sponsor ("Guarantor"). This requirement is in recognition of the fact that the Student may not have independent financial means, but this Guaranty shall be in force regardless of the financial means of the Student. The Guarantor represents that his or her relationship with the Student is as listed below.

Guarantor Initials _____

In order for Weatherford College to lease to the Student, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of all obligations under the Lease to be executed by the Student or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay all amounts, including fines imposed pursuant to the Rules and Regulations, or attorney's fees incurred in the enforcement of the Lease or any renewal, extension or subsequent Lease. This is a continuing and absolute guaranty of payment and not of collection.

Guarantor Initials _____

This Guaranty may be enforced against Guarantor without the necessity of recourse against Student or any other parties responsible. The validity and enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease, or any renewal, extension or substitution thereof, as against the Student for any reason whatsoever, including any defense that Student lacks sufficient legal capacity to enter into the Lease or any renewal, extension or substitution thereof.

Guarantor Initials _____

The Guarantor consents that any proceedings to enforce this Lease or related rights may be brought before the court of jurisdiction sitting in Parker County, Texas, and the Guarantor consents to personal jurisdiction of such courts and agrees that it may be served with process by certified mail addressed to the Guarantor at the address shown below. Any actions to enforce this Guaranty shall be governed by the laws of the State of Texas.

Guarantor Initials _____

The Guarantor waives (1) renewal or notice of extension of time within which payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Student; (3) any understanding that any other person or entity was to sign this Guaranty; (4) the incapacity or bankruptcy of Student or Guarantor; (5) any notice of change or amendment to the Lease, WEATHERFORD COLLEGE STUDENT HOUSING policies, or the right to any notice of default.

Guarantor Initials _____

Weatherford College will not enforce payment recovery against other occupants of the apartment and any third parties shall not re-lease with the Guarantor, provided that Guarantor is only liable for payments or obligations of Student whose name is set forth below in accordance with terms of the Lease.

Guarantor Initials _____

The Guarantor also acknowledges that if the Student or Guarantor is more than sixty (60) days delinquent on payment of rent or any monies due Weatherford College pursuant to the Lease, Weatherford College shall have the right to report Student's and/or Guarantor's delinquency to any and all credit reporting agencies. The Guarantor also acknowledges that Weatherford College shall have the right to obtain a credit report (or summary thereof) of the Guarantor's credit history prior to Weatherford College's execution of this Lease. If, in Weatherford College's sole discretion, the Guarantor has a credit history of delinquent payments, defaulted obligations, or an overall negative credit history, then Weatherford College may rely on said credit history in denying to lease to the Student. In addition, the Guarantor agrees to guaranty and pay all reasonable attorneys' fees and all costs that are incurred by Weatherford College in the enforcement of Weatherford College's rights under the Lease or this Guaranty.

Guarantor Initials _____

ATTORNEY'S FEES.

In the event Weatherford College is required to employ an attorney to represent it in connection with the enforcement of this Lease, whether the litigation be instituted or not, the Guarantor shall be obligated to reimburse the college all such attorney's fees incurred, and, in the event of litigation, the Guarantor shall be liable for reimbursement to the college of all costs incurred in connection.

Guarantor Initials _____

DEFAULT DEFINED

This Lease is to be governed by and construed in accordance with the laws of the State of Texas. The venue for any action hereunder shall be Parker County, Texas.

Default on the part of the student shall include, but is not limited to, the following:

- A. Failure to make any rent or any other payment required hereunder, for more than fifteen (15) days after such payment is due;
- B. Disruptive, illegal, or criminal behavior on the part of student or student's guests;
- C. Keeping any handguns, firearms, weapons, hazardous substances, or any article of dangerous nature in STUDENT HOUSING;
- D. Any violation of the laws of the State of Texas and/or policies of Weatherford College and STUDENT HOUSING regarding alcohol;
- E. Illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other controlled substances or harmful or habit-forming drugs and/or chemicals within STUDENT HOUSING by student or student's guests;
- F. Inability or refusal on the part of student to adjust to the concept and requirements of living in a student residential environment;
- G. Violation of any of the agreements of the Lease or STUDENT HOUSING policies made by the college, whether such rules and regulations are now in existence or subsequently created in the future;
- H. Abandonment of the Premises.

I, _____ agree to serve as Guarantor for _____.
(Printed Name of Guarantor) (Student Name)

_____	_____	_____	_____
Guarantor Street Address	City	State	Zip Code
_____		_____	
Guarantor Phone Number		Guarantor Social Security Number	
_____		_____	
Guarantor Relationship to Student		Guarantor Email Address	

IMPORTANT!! The following must be completed in the presence of a Notary.

Section 1: Student Only

Printed Name of Student

Signature of Student

As a Notary Public, the preceding document was
acknowledged before me on this
_____ day of _____, 20____
by _____.
(Notary Public)

Please include notary stamp/seal below:

Section 2: Guarantor Only

Printed Name of Guarantor

Signature of Guarantor

As a Notary Public, the preceding document was
acknowledged before me on this
_____ day of _____, 20____
by _____.
(Notary Public)

Please include notary stamp/seal below: