



NOTICE

RCG SE | P.O. BOX 8848 | ASHEVILLE, NC 28814 | T: 828-676-3025

Thank you for applying to be a guarantor for a prospective resident with us.

Attached/enclosed please find our Guarantor Application and Guarantor Agreement (two separate documents).

Please review, fill out, sign and return both documents to RCG.

By filling out and signing the Guarantor Application, you give RCG consent to perform a credit and financial background check to determine your eligibility to be a guarantor.

Please do not write your social security number or date of birth on this application.

Upon receipt of a completed application, an RCG representative will contact you by phone and ask you to provide that information directly.

Please do not hesitate to contact us should you have any questions or feedback.

Thank you,

RCG



GUARANTOR APPLICATION

RCG SE | P.O. BOX 8848 | ASHEVILLE, NC 28814 | T: 828-676-3025

Rental Application	
Application Date:	Name of Lessee(s) (not guarantor):
Address of Premises:	
Application Fee	
Application fee must be paid at time of submitting application by check, money order or cashier's check. The fee covers the cost of running a credit report, financial background check, employment verification, and past landlord reference(s).	
<input type="checkbox"/> \$25.00 per Guarantor	Payable to: RCG

Guarantor Applicant Information			
Legal Name:		Preferred Name:	
Date of Birth:	SSN: <i>DO NOT WRITE, Call RCG Office</i>	Phone:	
Email Address:			
Residence History			
Current Address:			
City:		State:	ZIP Code:
<input type="checkbox"/> Own <input type="checkbox"/> Rent	Monthly mortgage payment or rent:		Dates at this Address:
If Renting, Current Landlord Name:		Landlord Telephone:	
If Renting, Current Landlord Address:			
City:		State:	ZIP Code:
Employment Information			
Current Employer Name:		Dates Employed Here:	
Position:		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary	
Monthly Income:			
Employer Address:			
City:		State:	ZIP Code:
Employer Contact/Supervisor:			
Phone:		Email:	
Other Sources of Income (alimony, child support, real estate, trusts, etc.):			

Statement	
The applicant states and represents that the information provided in this application is complete and accurate. Applicant authorizes verification of any and all information contained in this application and releases all concerned from any liability in connection with information given.	
By executing this application, applicant hereby authorizes RCG to undertake a credit check and verify income. Such information shall be held confidential and only used for applicant screening.	
Signature of Guarantor:	Date:

Please return this guarantor form completed and signed along with the Application Fee, a copy of driver's license/valid ID and copies of the last two (2) paystubs or recent tax return to:

Mail: RCG SE, P.O. Box 8848, Asheville, NC 28841

Hand Deliver: 223 E. Chestnut St, Suite 1, Asheville, NC 28801 (after hours drop box available onsite)

Email: rentals@rcg-llc.com

RCG is the managing agent for and affiliated with the property owner.



LEASE GUARANTY

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EXHIBIT "A" - LEASE GUARANTY - STATE OF NORTH CAROLINA

THIS LEASE GUARANTY (this "Guaranty") is attached to and forms a part of that certain Lease Agreement (the "Lease") dated as of _____ between **RCG** (the "Lessor") and _____ (the "Lessee").

As an inducement to the execution of the Lease by Lessor, and in consideration of the premises and mutual promises therein and hereafter, the undersigned (whether one or more than one, hereinafter referred to as the "Guarantor"), intending to be legally bound hereby, does unconditionally become Guarantor for the prompt and faithful performance by Lessee of all the terms, covenants and conditions on Lessee's part to be performed, observed and complied with pursuant to the Lease, including, but not limited to, Lessee's obligation to pay rent and all other sums to become due thereunder.

Guarantor agrees that (1) this Guaranty shall be binding upon Guarantor without any further notice of acceptance hereof, but the same shall be deemed to have been accepted by the execution of the Lease; (2) immediately upon each and every default by Lessee under the Lease, without any notice to or demand upon Guarantor, Guarantor shall pay to Lessor the sum or sums in default and shall comply with and perform all the terms, covenants and conditions of the Lease that are binding upon Lessee pursuant to the Lease; (3) no extension, forbearance or leniency extended by Lessor to Lessee shall discharge Guarantor, and Guarantor agrees that at all times it shall be liable notwithstanding any such extension, forbearance or leniency and notwithstanding the fact that Guarantor has had no prior notice of any such default or of any such forbearance, extension or leniency; (4) Lessor and Lessee, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease, and Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Lessee, by its own operation, shall be deemed to be a joinder, consent, waiver or agreement by Guarantor with respect thereto, and Guarantor shall continue as Guarantor with respect to the Lease, as so modified, extended, amended or otherwise affected; (5) the obligations of Guarantor under this Guaranty shall be primary, and Lessor shall not be required to proceed first against Lessee or Lessee's property before proceeding against Guarantor and may sue Guarantor directly on this Guaranty; (6) the rights herein granted to Lessor shall be in addition to any and all rights of Lessor against Lessee under the Lease, shall exist regardless of the re-entry of Lessee into the Demised Premises and shall not be waived or otherwise affected by any failure on the part of Lessor to assert rights or remedies against Lessee under the Lease or pursuant to applicable law; and (7) neither Guarantor's obligation to make payment and to perform in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Lessee or Lessee's estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of any federal or state bankruptcy statute or any other statute or from the decision of any court.

In addition to the foregoing, Guarantor has been advised of Guarantor's rights under Section 26-7, et seq., of the North Carolina General Statutes to require Lessor to proceed against the primary obligor under the Lease (i.e., Lessee) to realize upon Lessor's security and to take (or refrain from taking) other actions in pursuing Lessor's rights and remedies, and Guarantor specifically waives all of Guarantor's rights under said provisions of the North Carolina General Statutes and under all other statutory provisions which are or may be in conflict with the rights, remedies and privileges granted or otherwise afforded to Lessor pursuant to this Guaranty. If at any time Lessor employs counsel to pursue collection or to otherwise sue for enforcement of the terms of this Guaranty or the Lease or to file any petition, complaint, answer, motion or other suit or proceeding relating to this Guaranty or the Lease, then Guarantor shall be obligated to reimburse Lessor upon demand for all reasonable costs and expenses incurred by Lessor in connection therewith, including, without limitation, reasonable attorneys' fees. Guarantor further agrees to be bound by each and every covenant, obligation, power and authorization, without limitation, in the Lease, with the same force and effect as if Guarantor were designated in and had executed the Lease as Tenant thereunder. This Guaranty shall apply to the Lease, to any amendment, extension or renewal thereof (including, without limitation, any extension or renewal thereof pursuant to the Lease) and to any holdover term following the term granted in the Lease. If Guarantor is comprised of more than one individual or entity, the liability of each such individual and/or entity under this Guaranty shall be joint and several.

I agree to the terms of this Lease Guaranty.

Guarantor Full Name: _____ Guarantor Signature: _____ Date: _____