

EL 903 The Element, LLC
CONTINUING PARENTAL OR SPONSOR GUARANTY

MINIMUM GUARANTEED AMOUNT \$ _____

THIS GUARANTY AGREEMENT ("Agreement") is executed by the person or persons whose names are signed below (collectively, "Guarantor"). It is understood that _____ has applied to become a Tenant in the apartment community known as The Element ("The Community"), which is managed by eL 903 The Element, LLC as agent for the owner of the Community (collectively, "Landlord"). The Lease is incorporated herein and will be signed by the Tenant, subject to completion as appropriate. Landlord requires, as a condition of the acceptance of such Tenant, and as a condition of Landlord being willing to enter into a Lease with such Tenant, that all obligations of the Tenant with respect to the Lease be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian or other sponsor. The requirement of this Agreement is in recognition that most of the Tenants in The Community do not have independent financial means, but this Agreement shall be in force irrespective of the financial means of the Tenant. This Agreement is an irrevocable, absolute and continuing guaranty of payment of the Obligations (defined below) and is not a guaranty of collection. Further, Landlord and/or the Community, as applicable, may assign or transfer its rights under this Guaranty to third parties, including any successor in interest or purchaser of the Community, the Landlord or its agent, and Guarantor's obligation shall thereafter run to any assigner or transferee.

The Guarantor represents that his or her relationship with the Tenant is that of _____ (parent, guardian, uncle, aunt or specify other). It is understood that the Guarantor must be at least 21 years of age. It is also understood that the Guarantor may not be a current resident of The Community.

In order to induce Landlord to lease to the Tenant identified above, the Guarantor does hereby (if more than one, jointly and severally) guarantee the payment in full of any and all obligations under the Lease to be executed by the Tenant or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay any and all amounts including, without limitation, the rent, fees, costs, indemnities, expenses, fines (including, without limitation, those imposed pursuant to the Rule and Regulations and any addendum to the Lease), and reasonable attorneys' fees and costs incurred in the enforcement of the Lease or any renewal, extension or subsequent lease, or this Agreement (collectively, the "Obligations").

This Agreement may be enforced against Guarantor without necessity of recourse against Tenant or any other parties responsible. This Agreement was entered into in Ingham County, Michigan and Guarantor(s) render performance to the Landlord in Ingham County. Thus, Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which The Community is located, being Ingham County, Michigan, and Guarantors consent to the personal jurisdiction of such courts and agree that Ingham County is the sole forum for any disputes hereunder. Any actions to enforce this Agreement shall be governed by the laws of the state of Michigan.

The Guarantor waives (1) notice of acceptance of this Agreement; (2) notice of renewal or extension of Tenant's Lease or notice of any extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (3) necessity of recourse against Tenant; (4) any understanding that any other person, firm or corporation was to sign this Agreement; (5) the incapacity or bankruptcy of Tenant or any other guarantor; (6) any notice of change or amendment to the Lease or the Rules and Regulations; (7) any notice of Tenant's default of the Lease; (8) diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby; (9) any notice of the commencement of any legal action against Tenant; (10) the right of contributions against others liable for the Obligations; and (11) the provisions of Michigan's Landlord-Tenant Relations Act, Truth in Realty Act, Consumers Protection Act, or any similar law, to the maximum extent that such a waiver is lawful.

Failure of Landlord to enforce rights of recovery against the Tenant or other occupants of the unit or any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Tenant (including joint and several obligations) whose name is set forth above in accordance with the terms of the Lease but shall be solely responsible as though Guarantor were the Tenant.

Landlord strongly suggests that each Tenant be covered by renter's insurance. Landlord will not be responsible for personal belongings.

Until all the covenants and conditions contained in the Lease to be performed and observed by Tenant are fully performed and observed, Guarantor (a) shall have no right to subrogation against Tenant by reason of any payments or acts of performance

by the Guarantor with the obligations of the Guarantor hereunder; (b) waive any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

In the event Landlord obtains another signature of more than one guarantor on this Agreement or obtains additional guaranty agreements, or both, the Guarantor agrees that Landlord, in Landlord's sole discretion, may (a) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them; (b) compound or settle with any one or more of the guarantors for such consideration as Landlord may deem proper; and (c) release one or more of the guarantors from liability. The Guarantor further agrees that no such action shall impair the rights of Landlord to enforce the Lease or this Agreement against any remaining guarantor or guarantors, including Guarantor hereunder.

This Agreement shall be binding upon Guarantor and the successors, heirs, executors and administrators of Guarantor, and shall inure to the benefit of Landlord and Landlord's successors and assigns.

This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. Guarantor agrees to pay all costs and reasonable fees incurred by Landlord and/or the Community in enforcing this guaranty.

All notices hereunder shall be upon the same terms and conditions as set forth in the Lease or to such other address as Landlord shall provide in writing to Guarantor. Notices to Guarantor shall be upon the same terms as set forth in the Lease but to Guarantor at the address below or to such other address as Guarantor shall provide in writing to Landlord.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT IS A PART OF TENANT'S LEASE WITH LANDLORD ESPECIALLY THOSE AREAS REGARDING DEPOSITS AND FEES. I HEREBY AUTHORIZE LANDLORD TO MAKE ANY INVESTIGATION AS TO THE INFORMATION CONTAINED IN THIS AGREEMENT AND USE SUCH INVESTIGATION AS A BASIS TO DETERMINE WHETHER TENANT'S LEASE WILL BE APPROVED OR DISAPPROVED. I UNDERSTAND THAT THIS INVESTIGATION MAY INCLUDE, BUT NOT BE LIMITED TO, A CREDIT REPORT, VERIFICATION OF EMPLOYMENT, PAST RENTAL HISTORY, AND CRIMINAL RECORDS. I, THEREFORE, CONSENT TO THIS INVESTIGATION AND I CERTIFY THAT ALL STATED FACTS ARE TRUE, CORRECT AND COMPLETE, AND I UNDERSTAND THAT ANY MISREPRESENTATION OR OMISSION MAY BE CAUSE FOR LANDLORD TO REJECT THIS AGREEMENT AND/OR TERMINATE TENANT'S LEASE. I HAVE THE RIGHT TO MAKE A WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME FOR A COMPLETE AND ACCURATE DISCLOSURE OF ADDITIONAL INFORMATION CONCERNING THE NATURE AND SCOPE OF THE INVESTIGATION.

<p>Executed this ___ day of _____, 20 ____.</p> <p><u>Printed Name and Address of Guarantor:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><u>Telephone:</u> _____</p> <p><u>Email:</u> _____</p> <p><u>Social Security #:</u> _____</p> <p><u>Date of Birth (of Guarantor):</u> _____</p> <p><u>Monthly Gross Income:</u> _____</p> <p><u>Signature of Guarantor:</u></p> <p>_____ (SEAL)</p>	<p>Executed this ___ day of _____, 20 ____.</p> <p><u>Printed Name and Address of Guarantor:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><u>Telephone:</u> _____</p> <p><u>Email:</u> _____</p> <p><u>Social Security #:</u> _____</p> <p><u>Date of Birth (of Guarantor):</u> _____</p> <p><u>Monthly Gross Income:</u> _____</p> <p><u>Signature of Guarantor:</u></p> <p>_____ (SEAL)</p>
<p>Name, address and telephone number of Guarantor's Employer:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>STATE OF _____)</p> <p>COUNTY OF _____)</p> <p>The foregoing instrument was acknowledged before me this ___ day of _____, 20 ____.</p> <p>_____</p> <p>Notary Public My Commission Expires: NOTARY SEAL:</p>	<p>Name, address and telephone number of Guarantor's Employer:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>STATE OF _____)</p> <p>COUNTY OF _____)</p> <p>The foregoing instrument was acknowledged before me this ___ day of _____, 20 ____.</p> <p>_____</p> <p>Notary Public My Commission Expires: NOTARY SEAL:</p>

NOTICE: THIS DOCUMENT MUST BE NOTARIZED

THE EXECUTOR OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAMES ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL, IN THE EVENT OF A FALSE OR FORGED EXECUTION HEREOF. FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LEASE, OR ANY SUBSEQUENT LEASE, IN WHICH THE TENANT HAS ENTERED.

RESIDENT PROFILE

Name: _____ Bedroom Preference: _____

Current address: _____
Street Address City State Zip

Living at Current Address until? _____ Cell Number: _____

Permanent Address: _____ City/State/Zip: _____

Permanent Phone: _____ Gender: Male _____ Female _____ Age _____

Email Address: _____ Date of Birth: _____

Preferable Method of Contact: Email [] Phone [] Facebook []

School Attending at Time of Occupancy: _____ Major: _____

Classification at Time of Occupancy (Fall 2013): FR SO JR SR Grad

Circle the indicator that most accurately describes your personality:

Neatness	Messy	1	2	3	4	5	Very Neat	
Personality	Quiet	1	2	3	4	5	Outgoing	
Focus	Academically	1	2	3	4	5	Socially	
Visitors	Never	1	2	3	4	5	Frequently	
Activity Level	Couch Potato	1	2	3	4	5	Very Active	
Drink	Never	1	2	3	4	5	Frequently	
Smoke	Never	1	2	3	4	5	Frequently	Bothers me _____

If you smoke, will you only smoke outside? YES NO

Do you plan to have any pets? YES NO If so, please list: _____

Do you plan on having the following: Living Room Furniture: YES NO Bedroom Furniture: YES NO

Describe Hobbies, Interests, Club/Organizations, Other Considerations or Special Requests:

Describe Yourself:

List 3 Traits / characteristics you look for in a roommate:

Describe your perfect roommate:

Roommate Request

1. Name _____ Phone #: _____
2. Name _____ Phone #: _____
3. Name _____ Phone #: _____
4. Name _____ Phone #: _____

I understand that this information will be used for making roommate assignments and will be released to prospective roommates. Additionally, I have been truthful in completing all information provided above.

Signature (SEAL) Date