



GUARANTY OF LEASE ("Guaranty")

Name of Tenant: _____

WCU ID #: _____

Both guarantors must complete this form unless it is a single-guarantor household. If any information is missing below, we cannot process your application.

GUARANTOR INFORMATION (1)

Name of Guarantor (Full Legal Name): _____
 First Middle Last

Address: _____
 Street City State Zip Code

E-Mail Address: _____ Home Phone: (_____) _____

Social Security: _____ - _____ - _____ Tax ID: _____
 (US Residents) (International)

Birth Date: ____/____/____ Monthly Income: _____

Driver's License Number: _____ Driver's License State: _____

Employer: _____

GUARANTOR INFORMATION (2)

Name of Guarantor (Full Legal Name): _____
 First Middle Last

Address: _____
 Street City State Zip Code

E-Mail Address: _____ Home Phone: (_____) _____

Social Security: _____ - _____ - _____ Tax ID: _____
 (US Residents) (International)

Birth Date: ____/____/____ Monthly Income: _____

Driver's License Number: _____ Driver's License State: _____

Employer: _____

Each Guarantor, as consideration for and in order to induce University Student Housing, LLC, a Pennsylvania limited liability company ("Landlord") to enter into the University Student Housing 2018-2019 Lease Agreement (the "Lease") with the Tenant named above (the "Tenant"), intending to be legally bound, hereby agrees as follows:

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified below, or (as applicable) as tenants by the entirety if married, hereby guarantees the observance and performance when due of all agreements and obligations of Tenant under the Lease between Landlord and the Tenant, as the same may be amended, renewed or extended from time to time by Landlord and Tenant, including without limitation, payment of all Rent when due. Without limiting the generality of the foregoing, Guarantor guarantees unconditionally to Landlord the punctual payment, performance and observance of all monetary (including the payment of all Rent, additional rent and any other payments due and payable under the Lease) and non-monetary obligations, covenants, conditions and agreements required to be observed and performed or paid or reimbursed by Tenant pursuant to the Lease. Guarantor's obligation hereunder is that of a surety, and in the event of a default by Tenant, Landlord may proceed against Guarantor without first proceeding against Tenant. This Guaranty is an irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor

without the necessity of any suit or proceedings of any kind or nature whatsoever by Landlord against Tenant and without the necessity of resorting to any security under the Lease or any need to give notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by applicable law). Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or available at law. Guarantor shall be primarily obligated under the Lease as if Guarantor had executed the Lease as Tenant. Guarantor acknowledges receipt of a true and correct copy of the Lease. Guarantor waives receipt of all notice from Landlord hereunder and under the Lease (except any non-waivable notices required by applicable law), including without limitation notice of default by Tenant and notice of any amendment of this Lease by Tenant. This Guaranty and/or any of the provisions hereof cannot be modified, waived or terminated unless such modification, waiver or termination is in a writing signed by Landlord. Notwithstanding any contrary provision of the Lease or this Guaranty, and to the maximum extent permitted by law, no Landlord Party (as defined in the Lease) shall be responsible or liable to any of the Tenant Parties (as defined in the Lease), and Guarantor, for itself and all other Tenant Parties, hereby releases all Landlord Parties from any liability or obligation for interruption or failure of telephone, cable TV, internet, or wireless service.

This Guaranty is governed by, and shall be enforced and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to principles of conflicts of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all Landlord Parties and their respective heirs, executors, administrators, successors and assigns. Guarantor hereby irrevocably: (i) submits to the jurisdiction of the courts of Commonwealth of Pennsylvania in Chester County and to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania, for the purposes of each and every suit, action or other proceeding arising out of or based upon this Guaranty or the subject matter hereof brought by Landlord; (ii) waives and agrees not to assert, by way of any motion, as a defense or otherwise, in any such suit, action or proceeding brought in any such court, any claim that Guarantor is not subject personally to the jurisdiction of the above-named courts, that Guarantor's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in any inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court; (iii) waives any offsets or counterclaims in any such action, suit or proceeding; and (iv) consents to service of process by mail, which is made for the express benefit of the Landlord. Final judgment against Guarantor in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions: (i) by suit, action or proceeding on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness or liability of Guarantor therein described; and (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction, provided, however, that plaintiff may at its option bring suit or institute other judicial proceedings against Guarantor or any of Guarantor's assets in any state or federal court of the United States or of any country or place where Guarantor or such assets may be found. If judgment is entered against Guarantor in any action to enforce this Guaranty, Guarantor will reimburse Landlord for all reasonable expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements.

Guarantor agrees that this Guaranty constitutes a guaranty of payment and performance when due and not just of collection. Guarantor waives presentment and demand for payment, notice of non-payment or non-performance, and any other notice or demand to which Guarantor might otherwise be entitled to receive. Guarantor also waives trial by jury of all issues arising in any action to which Landlord and guarantor may be parties in connection with this Guaranty or the Lease. Landlord shall not be required to resort to any other person or entity or to any security for payment or performance of any part of the Lease or to any advance rent, or to any deposit, account, credit or offset on the books of Landlord in favor of Tenant. By your execution of this Guaranty, you represent and warrant that although the Tenant may not have yet reached the age of 18 or legal capacity, this Guaranty is valid notwithstanding any attempt by Tenant to invalidate Tenant's contractual obligations because of Tenant's age.

I/We hereby authorize University Student Housing, LLC to use any consumer reporting agency, credit bureau or other investigative agencies employed by such, to investigate the references herein listed or statements of other data obtained from me/us or any other person pertaining to my/our employment history, prior credit tendencies, character, general reputation, personal characteristics, and mode of living, to obtain a consumer report and such other credit information which may result thereby, and to disclose and furnish such information to the owner's agent listed above in support of this application. I/We have been advised that I/we have the right, under Section 606B of the Fair Credit Reporting Act, to make a written request, within reasonable time, for a complete and accurate disclosure of the nature and scope of this investigation. I/We warrant and agree to the terms and conditions which I/we have read and understand.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the dates written below.

Signature of Guarantor 1

Date

Signature of Guarantor 2

Date