



### GUARANTOR FORM

I/We (proposed Resident/s) has/have or will commit to a lease with Bancroft & Associates for the following address , AZ 85 ,lease term from \_\_\_\_\_ to \_\_\_\_\_

The rental amount for this unit will be \$ \_\_\_\_\_ per month for the aforementioned lease term. You have been listed on their application as guarantor. It is our policy to require acknowledgement and consent from you. Please sign in the presence of a notary the statement below and return to Bancroft & Associates office no later than \_\_\_\_\_. Additionally, it will be necessary for you to complete a rental application(s) so that we may process your credit history information and verify income. Thank you for your cooperation.

I/We, \_\_\_\_\_, guarantor(s) for \_\_\_\_\_, accept the financial responsibility for any money due pursuant to the lease agreement signed between \_\_\_\_\_ and Bancroft & Associates, dated \_\_\_\_\_. This guarantor form shall be enforced for the duration of the occupancy of this unit, i.e. all lease terms. These monies include but are not limited to money due for rent payments, damages, late rent fees, non sufficient fund checks, utilities and/or pet damages. I/WE agree that should legal action be necessary concerning this agreement, the jurisdiction and venue for such action will be in Pima County, Arizona

As inducement to Lessors to enter into the above Residential Lease contract, the undersigned persons hereby unconditionally guarantee to Lessor, Bancroft & Associates, due performance of all provisions of the above Residential Lease contract. NOTE: Under Arizona law, both spouses must sign any guarantee agreement, to be effective. NOTE: See 25 ARS 214C2. Residential Lease drafting limitation: 33ARS 1315A1 provides a residential rental agreement may not waive rights or remedies under the Arizona Residential Landlord and Tenant Act; therefore, warranty of habitability implied in lease contract may not be waived. Further, 33 ARS 315A3 states the lease agreement may not limit the liability of the Landlord and the Tenant may not indemnify the Landlord from such liability.

\_\_\_\_\_  
Social Security #                      Print Name    Relationship

\_\_\_\_\_  
Date    Signature

\_\_\_\_\_  
Social Security #                      Print Name    Relationship

\_\_\_\_\_  
Date    Signature

\_\_\_\_\_  
Telephone #(s) Address

\_\_\_\_\_  
City    State    Zip

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

SIGNED AND SUBSCRIBED TO, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE COUNTY AFORESAID THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_, \_\_\_\_\_