



\$25 Cosigner Application Fee Required

Total Received: _____	Date Received: _____
	Time Received: _____
	Initials: _____

2020 Pacific St. Bellingham, WA 98229

Apex-Property.com  
Tel: 360.527.9829 Fax: 360.527.3082

**COSIGNER / GUARANTOR AGREEMENT**  
(DO NOT ALTER THIS DOCUMENT)

All Tenants Expected to Occupy Unit: \_\_\_\_\_  
\_\_\_\_\_

Address: Any rental unit as managed by Apex Property Management, Inc.

Term: Initial term of one year or less. Term may be extended by renewal of tenant(s).

Duration: This guaranty may not be revoked during the term of the Lease and will continue in effect as to any renewal or modification to term or monthly rent of the lease. I understand it is the tenant's responsibility to notify me of any changes to this contract that may extend the duration or amount of the monthly rent. Revocation of Agreement is not permitted once Lease has been signed.

Statement of Guaranty: I have no intentions in occupying the unit referred to above. However, as a cosigner for the above named tenant(s), I acknowledge that I hereby unconditionally guarantee payment of rent under the Lease Agreement for the rental unit referenced above (or any other rental unit substituted by agreement of tenant(s) and Landlord. I further understand that I am bound by the terms and conditions of the Lease, including any modifications thereof. If the tenant(s) default in the payment of any installment of rent or other Lease provision, or failure to comply with the terms of the Lease in any way, I shall pay upon demand, the amount of rent due; the amount of damage and/or cleaning expense incurred to restore the rental unit to the condition in which it was originally rented to the above tenant(s), less normal wear and tear; and/or pay the amount of income lost due to breach of the Lease or other failure to comply with the terms of the Lease Agreement, including but not limited to payment of attorney's fees and costs in enforcing the Lease and Cosigner Agreement. **The Lease states that each signer (and related cosigner) on a Lease is jointly and severally liable for the entire rent during the term of the Lease.** The Guarantor's liability hereunder shall not be affected by reason of any extension of time for payment of any installment granted by the Landlord to the Tenant(s).

I hereby declare under penalty of perjury under the laws of the State of Washington that the information contained herein is true and correct and that I am fully aware of the obligations I am undertaking.

I acknowledge that I have read the "Application Screening Criteria." I acknowledge I have read and agreed to the terms as outlined in the sample copy of the "Lease Agreement" and "Cleaning, Damage, and Performance Deposit and Non-Refundable Fee Agreement" on the Landlord's website at [www.apex-property.com](http://www.apex-property.com). The above-named tenants are responsible for providing me a copy of the signed Lease and all related documents. Additional copies must be requested in writing and the copy fee of \$1 per page must be paid in advance.

Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original.

Print Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Employer: \_\_\_\_\_ Monthly Income \$: \_\_\_\_\_

Physical Home Address: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

\_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Please notify our office within ten (10) business days of any changes to mailing address, phone numbers or email address.

Relationship to Tenant(s): \_\_\_\_\_ Name of Tenant to whom you are related: \_\_\_\_\_

- I am the only cosigner for this unit
- Each tenant has a separate cosigner

I authorize you to contact credit agencies to verify any credit and/or employment records.

\_\_\_\_\_  
Cosigner Signature

\_\_\_\_\_  
Date

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### **Meaning of Jointly and Severally Liable**

Each Lease is worded that each tenant is jointly and severally liable. Cosigner Agreements also include the same wording.

Under Washington contract law, when two or more parties are “jointly and severally liable” on a contract, each party is wholly and independently responsible. When tenants, cosigners and/or guarantors to a lease are jointly and severally liable, the Landlord may collect any or all amounts owing from any one of the tenants, cosigners or guarantors on the lease or various amounts from any combination thereof until all outstanding amounts are paid in full. In other words, if any of the responsible parties to the lease do not have enough money to pay the amounts owed or are unable to be located or simply are not paying, the Landlord legally can collect from any of the other responsible parties to make up the difference.

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