



**COLLEGIATE SUITES OF BLACKSBURG
HUNTERS RIDGE OF BLACKSBURG**
(UNIVERSITY MANAGEMENT, INC. COMMUNITIES)
www.umicommunities.com

Rental Office

1310 Henry Lane Blacksburg, Virginia 24060
Phone (540) 951-5161 Fax (540) 951-8826

PLEASE NOTE:

- **IF TWO MARRIED INDIVIDUALS BOTH WISH TO BE SUBLET GUARANTORS THEN EACH SPOUSE MUST SUBMIT A SEPARATE IRREVOCABLE SUBLET GUARANTOR AGREEMENT.**
- **PLEASE NOTE LANDLORD WILL ONLY DISCUSS FINANCIAL OBLIGATIONS OF SUBLET RESIDENT WITH SUBLET GUARANTORS AS DESCRIBED IN ITEMS 10 AND 11 HEREIN. THEREFORE, IF TWO MARRIED INDIVIDUALS BOTH WISH TO DISCUSS SUCH MATTERS WITH LANDLORD THEN BOTH SPOUSES MUST SUBMIT A SEPARATE IRREVOCABLE SUBLET GUARANTOR AGREEMENT.**
- **THIS IRREVOCABLE SUBLET GUARANTOR AGREEMENT IS ONLY TO BE USED BY A SUBLET GUARANTOR OF A SUBLET RESIDENT. ALL GUARANTORS OF NON-SUBLET RESIDENTS MUST USE THE IRREVOCABLE GUARANTOR AGREEMENT DESIGNATED FOR GUARANTORS OF NON-SUBLET RESIDENTS.**

IRREVOCABLE SUBLET GUARANTOR AGREEMENT

Whereas Resident and Landlord have entered into a Lease Agreement for the Premises described in the Lease Agreement and referenced herein, and whereas Resident seeks to sublet the Premises to Sublet Resident subject to the terms, conditions, and prior consent of Landlord, and whereas Sublet Resident seeks to sublet the Premises from Resident subject to the terms, conditions, and prior consent of Landlord, and whereas both Resident and Sublet Resident have agreed to the terms of the Landlord Consent To Sublet Agreement as indicated by their respective signatures therein, and whereas Sublet Guarantor seeks to provide an irrevocable inducement to Landlord to provide Landlord's consent to allow Sublet Resident to sublet the Premises from Resident, and whereas the terms of this Irrevocable Sublet Guarantor Agreement are a condition precedent to providing such consent, now therefore, in consideration of the foregoing and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Sublet Guarantor irrevocably represents, covenants, and agrees as follows:

I, the undersigned Sublet Guarantor, hereby irrevocably guarantee the payment of all financial obligations of _____ (Sublet Resident) payable to Landlord set forth in the Landlord Consent To Sublet Agreement dated _____ for the Premises defined as Bedroom A Bedroom B Bedroom C Bedroom D of the Apartment located at _____ and further defined in the Lease Agreement, for the Term of the Sublet beginning _____ and ending _____, including, without limitation, the following:

1. Payment of rent for the Term of the Sublet as described in the Landlord Consent To Sublet Agreement and the Lease Agreement, and
2. Payment of charges for any loss or damage to the Premises incurred during, or applicable to any portion of, the Term of the Sublet, including but not limited to, its fixtures and furnishings (if applicable), as well as payment of charges for any loss or damage to Property Common Area, amenities, and all other property owned by Landlord and its Affiliates that is caused by Sublet Resident and/or Sublet Resident's family, guests, and/or visitors, as further described in the Landlord Consent To Sublet Agreement and/or the Lease Agreement, and
3. Payment of all other sums due Landlord incurred during, or applicable to any portion of, the Term of the Sublet, pursuant to the Landlord Consent To Sublet Agreement and/or the Lease Agreement, and the enforcement thereof.

Sublet Guarantor further understands and agrees as follows:

1. The term Lease Agreement shall be defined as the Lease Agreement and all of its attachments between Landlord and Resident for the Premises and Lease Term referenced in the Landlord Consent To Sublet Agreement. The term Landlord Consent To Sublet Agreement shall be defined as the agreement between Resident, Sublet Resident, and Landlord for the Premises and Term of the Sublet referenced

herein. The terms Landlord, Resident, Sublet Resident, Co-Resident, Guarantor, Sublet Guarantor, Premises, Apartment, Apartment Common Area, Property, Property Common Area, Lease Term, Monthly Rent Installment, and Landlord's Affiliates (affiliates) shall be as defined in the Lease Agreement, except as further defined in the Landlord Consent To Sublet Agreement and/or herein.

2. This Irrevocable Sublet Guarantor Agreement is and shall be by reference part of, and enforceable pursuant to the terms of, the Lease Agreement and the Landlord Consent To Sublet Agreement.
3. The Guarantor Handbook is and shall be part of, and enforceable pursuant to the terms of, the Lease Agreement and the Landlord Consent To Sublet Agreement.
4. Sublet Guarantor hereby represents that Sublet Guarantor's gross monthly income equals or exceeds three times the Monthly Rent Installment described in the Lease Agreement and any attachments thereto. If both Sublet Guarantor and Sublet Guarantor's spouse submit an Irrevocable Sublet Guarantor Agreement for the same Landlord Consent To Sublet Agreement, then Sublet Guarantor hereby represents that the combined gross monthly income of both spouses equals or exceeds three times the Monthly Rent Installment described in the Lease Agreement and any attachments thereto.
5. Sublet Guarantor hereby represents that he or she is not currently insolvent.
6. Sublet Guarantor hereby represents that he or she has not declared bankruptcy in the last ten years.
7. Sublet Guarantor, Sublet Resident, Guarantor, Resident, and Guarantor (if applicable) shall be jointly and severally liable for payment of all rent, fees, costs, charges, charges for damages, and all other financial obligations described in the Lease Agreement and its attachments and the Landlord Consent To Sublet Agreement incurred during, or applicable to any portion of, the Term of the Sublet.
8. Sublet Guarantor is hereby advised by Landlord that Landlord strongly recommends Sublet Guarantor obtain a copy of the Lease Agreement and all of its attachments, the Landlord Consent To Sublet Agreement, and the Guarantor Handbook and read them thoroughly before signing this Irrevocable Sublet Guarantor Agreement, however, Sublet Guarantor agrees that the terms contained herein shall be applicable and enforceable whether or not Sublet Guarantor chooses to do so.
9. Sublet Guarantor shall not be considered a Resident as described in the Lease Agreement and as such shall not be entitled (i) to occupy the Premises (except as a qualifying guest of Sublet Resident as described in the Lease Agreement), (ii) to use the amenities, (iii) to submit work orders, (iv) to park in Resident parking spaces (a limited number of designated visitor parking spaces are provided but are subject to availability), (v) to receive keys to the Apartment without the prior written consent of Sublet Resident, Resident, and all Co-Residents of the Apartment, or (vi) to be granted access to the Apartment by Landlord without Sublet Resident present, without the prior written consent of Sublet Resident, Resident, and all Co-Residents of the Apartment.
10. Landlord reserves the right to restrict communication between Landlord and Sublet Guarantor regarding the Lease Agreement and the Landlord Consent To Sublet Agreement to matters involving financial obligations of Sublet Resident to Landlord described in the Lease Agreement and the Landlord Consent To Sublet Agreement, except in the case of an emergency or unless Sublet Resident provides prior written authorization to Landlord to discuss a specific non-financial matter with Sublet Guarantor.
11. Landlord reserves the right to decline to communicate with non-Guarantors regarding all matters related to the Lease Agreement and the Landlord Consent To Sublet Agreement, except in the case of an emergency, except as provided in the Privacy Statement, and/or unless Sublet Resident provides prior written authorization to Landlord to discuss a specific matter with a non-Guarantor.
12. Sublet Guarantor is hereby advised that in the event two or more individuals make payments to Landlord on behalf of Resident, then any individual authorized to make such payments electronically will be able to electronically view an accounting ledger containing the entire history of charges and payments applicable to the Landlord Consent To Sublet Agreement, regardless of the source of the payment(s). This accounting ledger will not include bank account or credit card information.
13. Sublet Guarantor hereby grants its consent for Landlord or its agent to verify the information provided herein by Sublet Guarantor.
14. Sublet Guarantor hereby grants its consent for Landlord or its agent to verify Sublet Guarantor's credit history.
15. This Irrevocable Sublet Guarantor Agreement shall be governed by the laws of the Commonwealth of Virginia.
16. This Irrevocable Sublet Guarantor Agreement is an irrevocable guaranty of payment and shall be binding upon the undersigned and his/her respective heirs, devisees, and personal representatives, and shall be enforceable in any court of competent jurisdiction in the Commonwealth of Virginia.

LANDLORD PRIVACY STATEMENT

Landlord, its employees, agents, and affiliates are committed to keeping the personal information provided by applicants, Residents, Sublet Residents, Guarantors, and Sublet Guarantors private and as such adhere to the following policies:

1. Landlord will take reasonable steps to retain information stored both physically and electronically in a secure manner to prevent access by unauthorized individuals.
2. Landlord will not share, sell, trade, rent, or otherwise disclose personal information to unrelated third parties except as disclosed in the full Privacy Statement. In each case, Landlord will require the unrelated third party observe the intent of the Privacy Statement. Landlord will require the information be kept confidential and will prohibit use of the information for any purpose other than to carry out the service being provided to Landlord.

The full Privacy Statement is described in the Lease Agreement. The full Privacy Statement may also be obtained from Landlord upon request.

To Be Completed by Sublet Guarantor (ALL items are required):

Sublet Resident Name _____

Sublet Guarantor Name _____

Sublet Guarantor SSN _____

Sublet Guarantor Address _____
(Street Address)

(City, State, and Zip Code)

Sublet Guarantor Phone (Home) _____

Sublet Guarantor Phone (Cellular) _____

Sublet Guarantor Email _____

Sublet Guarantor Place of Employment _____

Sublet Guarantor Work Address _____
(Street Address)

(City, State, and Zip Code)

Is your spouse also a Sublet Guarantor? Yes ____ No ____ If yes, spouse name _____

Does your gross monthly income equal or exceed three times the monthly rent installment described in the Lease Agreement and any attachments thereto? (If both spouses submit Irrevocable Sublet Guarantor Agreements for the same Landlord Consent To Sublet Agreement then this question shall apply to the combined gross monthly income of both spouses.) Yes _____ No _____

Are you currently insolvent? Yes _____ No _____

Have you declared bankruptcy in the last ten years? Yes _____ No _____

Sublet Guarantor Signature _____ Date _____

Please promptly submit the Irrevocable Sublet Guarantor Agreement to Landlord by one of the following:

1. Fax: (540) 951-8826
2. Email: collegiatesuites@umicommunities.com
3. Mail:
Collegiate Suites/Hunters Ridge
1310 Henry Lane
Blacksburg, VA 24060