

# APPLICATION FOR COMMERCIAL LEASE

PROPERTY NAME: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_ (Legal Name as it will appear on the Lease)

Assumed Name/DBA: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Years in business: \_\_\_ as a [\_\_\_] Individual [\_\_\_] Corporation [\_\_\_] Partnership [\_\_\_] Other \_\_\_\_\_ State: \_\_\_\_\_

Person who will sign the Lease: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Other Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

## APPLICANT INFORMATION

Applicant's Full Name: \_\_\_\_\_ Tax I.D.: \_\_\_\_\_

Present Street Address: \_\_\_\_\_ SSN: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Project Name: \_\_\_\_\_ Tenant for How Long? \_\_\_\_\_ Move Out Date: \_\_\_\_\_

Present Landlord's Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Management Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Applicant's Previous Street Address: \_\_\_\_\_ Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Tenant for how long: \_\_\_\_\_ Move out Date: \_\_\_\_\_

Landlord's Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

As applicable, for all officers or partners of Applicant, list below:

	<b>Officer's or Partner's Names</b>	<b>Title</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____

### BUSINESS BANK/SAVINGS ACCOUNT REFERENCES

	<b>Bank/Branch</b>	<b>Bank Officer/Phone</b>	<b>City/State</b>	<b>Account Type &amp; Number</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

### MAJOR NON-BANK CREDIT REFERENCES

<b>Name of Creditor</b>	<b>Address</b>	<b>City/State</b>	<b>Phone</b>	<b>Contract</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Has applicant (under the above name or any other name) or any officer, partner or affiliate of Applicant ever:

- a. breached a rental/lease agreement:         No     Yes
- b. been sued for nonpayment of rent:         No     Yes
- c. been sued for damages to rental property:     No     Yes
- d. declared bankruptcy:                         No     Yes
- e. been evicted:                                  No     Yes
- f. Is applicant or involved in litigation:        No     Yes

If yes to any above please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT'S SIGNED AND DATED FINANCIAL INFORMATION**

Please attach:     Current Balance Sheet     Cash Flow Statement     Income Statement

The undersigned Applicant hereby declares that the representations of fact contained in the foregoing application are true and correct. If any such representation is false, any lease hereinafter entered into between Landlord and Applicant will have been made in reliance upon such representation and may, at the option of the Landlord, be terminated at any time. Applicant authorizes Lessor to verify the above references and representations, including but not limited to, the use of credit information agencies.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

**Lease Guaranty**

1. **GUARANTY.** This Lease Guaranty is executed by the undersigned Guarantor (whether one or more). In consideration of the execution by Lessor of the Lease described below, Guarantor covenants with the Lessor that if default shall at any time be made by the Lessee in payment of Rent or in the performance of any other obligations of the Lessee contained in such Lease, Guarantor will pay to the Lessor or Lessor's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Lessor under such Lease in consequence of any uncured default by the Lessee, on receipt of written notice of such default from Lessor or Lessor's successors or assigns. Lessor's failure to recognize or Lessor's waiver of any default by Lessee under the Lease shall not affect this guaranty. Subleasing or assignment of this Lease by Lessee with or without Guarantor's approval, shall not affect Guarantor's liability under this Guaranty Agreement. Modifications or amendments to the Lease or extensions of the lease term shall not affect Guarantor's liability under this Guaranty Agreement. Guarantor shall be liable for such modifications, amendments, or extensions even if guarantor has not given consent to such modifications, amendments, or extensions.

Identification Date of Lease:	_____
Lessor:	_____
Lessee:	_____
Building name:	_____
Suite Number(s):	_____
Building address:	_____
First Guarantor (not Lessee's name):	_____
Second Guarantor (not Lessee's name):	_____

2. **NOTICE TO GUARANTOR.** This guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Tenant's default under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Lessor's rights under the Lease and, to the fullest extent allowed by law, all rights under state statutes, regulations, and rules of procedure.

3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Lessee under said Lease.

4. **ENFORCEMENT.** Lessor shall not be required to pursue any other remedies before invoking the benefits of this guaranty. In particular, Lessor shall not be required to exhaust Lessor's remedies against Lessee or other guarantors or other collateral for the Lease. This guaranty shall inure to the benefit of the transferee or subsequent owner of the Leased property. This guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Lessor or Lessee or any subletting by Lessee. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Lessor, its successors or assigns, against other Guarantors. Lessor may from time to time at Lessor's discretion and with or without valuable consideration, release Lessee from all or part of Lessee's obligations without affecting this guaranty. If Lessee is in default under the above Lease and if it becomes necessary for Lessor to place this guaranty in the hands of an attorney to enforce the rights and remedies of Lessor, Lessor may recover reasonable attorney's fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, including all out-of-pocket costs of litigation as set forth in such Lease.

EXHIBIT H (cont'd)  
Page Two of Two

5. MISCELLANEOUS. Guarantor acknowledges that but for the execution of and delivery of this guaranty, Lessor would not have entered into the above described Lease. The obligations of this guaranty shall be performed in the same county or counties where the Lessee's obligations are to be performed under the Lease. Guarantor acknowledges that Lessor has relied on all written information furnished by Guarantor or Guarantor's agents to Lessor in connection with this Lease. No verbal agreements or representations have been made in connection with this guaranty. The obligations under this guaranty are absolute and unconditional.

6. **NATURE OF GUARANTOR.** Guarantor is (check one)  an individual(s), or  several individuals. Guarantor is a  general partnership,  a limited partnership,  a corporation,  a joint venture,  a professional association. Such entity is a resident of or is organized or chartered under the laws of the State of Guarantor's State of Organization. (Fill in appropriate blank). Guarantor's names stated below are not assumed names unless otherwise stated below.

If Guarantor is a corporation or if one of the general partners or joint venturers of Guarantor is a corporation, a corporate resolution from Guarantor is required to be attached to this Guaranty. If Guarantor is a joint venture, all joint venturers must sign. If Guarantor is any other entity, an authorized officer must sign. If Guarantor is a general or limited partnership, at least one general partner must sign. The names of all general partners in any general partnership or limited partnership which is a Guarantor or the names of all joint venturers in any joint venture which is a Guarantor are as follows:

\_\_\_\_\_

\_\_\_\_\_

FIRST GUARANTOR

SECOND GUARANTOR

\_\_\_\_\_  
Printed name of Guarantor (not Lessee's name)

\_\_\_\_\_  
Printed name of Guarantor (not Lessee's name)

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
Signature of person signing

\_\_\_\_\_  
Signature of person signing

\_\_\_\_\_  
Title of person signing  
(not applicable if guarantor is individual)

\_\_\_\_\_  
Title of person signing  
(not applicable if guarantor is individual)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Mailing address of Guarantor for  
notice purposes under this Lease:

\_\_\_\_\_  
Mailing address of Guarantor for  
notice purposes under this Lease:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Please initial all pages of lease and guaranty)

\_\_\_\_\_  
(Please initial all pages of lease and guaranty)