

# Casa Bonita Apartments

28-38 Casa Street  
San Luis Obispo, CA 93405  
805.541.3856 (phone)  
805.541.5052 (fax)  
[www.murraystationapartments.com](http://www.murraystationapartments.com)

## How to secure an apartment:

1. Each individual needs to fill out the application – **COMPLETELY**
2. Each applicant must have their co-signer and guarantor pages filled out and signed  
**Please Note: Co-signer & Guarantor may be the same individual**
3. Bring all completed forms to the office (no partials will be accepted)
4. There is a \$20 application fee for each applicant  
**Please Note: CASH IS NOT ACCEPTED**
5. Wait for approval. The process usually takes 2-5 business days
6. If and when you are approved, we will call the contact person for the apartment and inform them that they have **48 hours** to bring in the designated holding deposit  
**Please Note: Cashier's Check or Money Order Only**
7. The other half of the security deposit and the first month's rent will be due upon move-in  
**Please Note: Cashier's Check or Money Order Only**

### Please Note:

Casa Bonita strives to be a quiet and peaceful community – please be aware we impose fines on those who violate our strict noise policies



# CASA BONITA APARTMENTS

Dear Applicant:

Welcome to Casa Bonita Apartments. We appreciate you taking the time to visit our property.

We have written this letter to outline the established guidelines for considering prospective residents. All applicants will receive the same consideration and be judged by the same criteria in the process of determining their eligibility.

IT IS THE POLICY OF MURRAY STATION APARTMENTS NOT TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS OR NATIONAL ORIGIN IN THE RENTAL OF HOUSING OR UPON ANY OTHER BASIS PROHIBITED BY LAW.

IT IS ALSO THE POLICY OF MURRAY STATION APARTMENTS TO ALLOW ANY RESIDENT, AT THE EXPENSE OF THE RESIDENT, TO REASONABLY MODIFY THE EXISTING PREMISES OCCUPIED, OR TO BE OCCUPIED, BY A HANDICAPPED PERSON.

## **In order to be approved as a resident of Casa Bonita Apartments, each applicant must:**

**-BE OF LEGAL AGE.** Each adult (18 years of age and older) must produce a valid driver's license (or other legal form of identification) and an original social security card.

Each adult must completely fill out an "Application to Rent". There may not be any blanks remaining for an application to be considered. Falsified or inconsistent information on any application shall be cause for rejection.

A non-refundable application and credit verification fee of \$20.00 per applicant must be paid at the time of application.

The Application to Rent, research conducted to verify the application information, and any credit report obtained on the applicant(s) will be used to determine if, in our judgment, it appears the prospective resident(s):

- a) Can and will pay the rent
- b) Respect the neighbors
- c) Take care of the property

**-HAVE A GOOD CREDIT HISTORY.** Bankruptcy within four years and/or any credit history within the last three years that includes any outstanding unpaid judgments, repossessions, defaults on a loan, unpaid collection amounts, unlawful detainers, foreclosure or other delinquent credit history will be grounds to deny the application.

**-HAVE A GOOD PREVIOUS RENTAL HISTORY.** Involvement in an eviction action, a broken lease agreement, adverse payment history or negative rental reference may be cause for denial. Applicant(s) must have lived in his/her residence for a minimum of 6 months. A 2 year rental history must be given and address listed must be listed with credit agency will also be verified.

**-HAVE A STABLE EMPLOYMENT/INCOME HISTORY.** Gross monthly income must be equal to or exceed 3 times the monthly rental rate. Applicant(s) must have verifiable employment/income for 6 months or more. If starting a new position, applicant(s) must have verifiable employment for at least 6 months or more. If starting a new position, applicant(s) must have verifiable employment for at least 6 months or more prior to starting the new position. People residing together may combine their income. Income from any lawful and verifiable source may be included. Unemployed applicants must provide sufficient savings to cover rent during the lease term. Alimony or child support payments must be verified with court documentation.

**-APPLICANTS WITH A CRIMINAL HISTORY ARE NOT QUALIFIED.**

**-HAVE MANAGEMENT APPROVAL OF PETS.** Pets are subject to approval and require an additional Pet Deposit of \$500. Of course, legal guide, signal, or support animals of disabled persons are not pets and require no additional deposits.

**PLEASE NOTE: NO DOGS ALLOWED**

**-PAY ALL MOVE-IN COSTS BY MONEY ORDER OR CASHIER'S CHECK.**

Agreed upon move-in costs consist of the following:

- a) APPLICATION AND VERIFICATION FEE
- b) RENT – If you do not move-in on the first of the month, the rent will be prorated for the remaining days in the month. If there are 7 or fewer days remaining in the month that you move-in, you must also pay the full rent due for the following month at the time of move-in. Any rent concessions will be credited against the full month's rent that you are obligated to pay.
- c) SECURITY DEPOSIT

**PLEASE NOTE: FAILURE TO MEET OUR CRITERIA WILL RESULT IN THE REJECTION OF YOUR APPLICATION TO RENT.**

Reasonable occupancy standards are as follows:

ONE BEDROOM LOFT	2 PERSONS (MAXIMUM)
ONE BEDROOM APARTMENT	2 PERSONS (MAXIMUM)
TWO BEDROOM APARTMENT	4 PERSONS (MAXIMUM)

An additional person under 12 months of age may also be included in the total count.

Again, thank you for considering Casa Bonita Apartments as your new home.

I have read and understand the criteria upon which my application to rent will be considered.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CASA BONITA APARTMENTS**

Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If your application is denied due to a negative credit report, it is your right to request and obtain a copy of that report. You must make your request in writing to:

TRANS UNION CONSUMER RELATIONS  
760 SPROULD ROAD  
P.O. BOX 390  
SPRINGFIELD, PA 19064-0390

TELEPHONE: (800) 752-7290

# Casa Bonita Apartments

## House Rules

### Professional Management

Murray Station Apartments is professionally managed by BCC Corporation. Here at Murray Station we are committed to providing a high level of service to all of our residents.

### Office Hours

All issues can be addressed at the Murray Station Office located at: 1262 Murray Ave SLO, CA 93405 (805) 541-3856  
Monday – Friday: 9am – 5pm  
Saturday & Sunday: closed

The office does close for national holidays. The phones are answered by a professional answering service whenever we are out of the office. The appropriate employee will be contacted in the event of an emergency.

### Rental Payment

As per the lease agreement, rent is due on the first day of every month. Rent will be accepted until 5pm on the third of each month, by cashier's check, money order or Resident's personal check. For your convenience, rent can be dropped off at the rent box located on the Casa Bonita premises. However, the rent box at Casa Bonita will not be checked after 12pm on the 3<sup>rd</sup> of each month. Rent can also be dropped off or mailed to the Murray Station Office.

**To avoid any late fees, please have your check turned in by the following times:**

**Rent Box at Casa Bonita – before 12pm on the 3<sup>rd</sup> of each month**

**Rent Box/Office at Murray Station – before 5pm on the 3<sup>rd</sup> of each month**

For the safety of our personnel, **we do not accept cash in our office**. After one returned check, we reserve the right to require rental payments by certified funds. Outstanding rent on the 4<sup>th</sup> of the month will be filed for nonpayment eviction.

### Resident Privacy

BCC Corporation will not provide any personal or credit information about residents to any individual. With written permission from the resident, we will verify credit history.

### Insurance

BCC Corporation urges all residents to obtain Renter's Insurance to cover loss of Resident's personal belongings in the event of theft, fire smoke, water damage and the like. BCC Corporation makes no recommendation for a particular company. Check the yellow pages under INSURANCE AGENTS. The final decision about the agent, carrier and policy limits is your own.

### Move-in/Move-out

All moving is to be done during the hours of 8:00am and 10:00pm. Please break down all boxes BEFORE placing them into the dumpster.

### Door and Postal Keys

You will be given the appropriate number of keys on your move-in date. You can request in writing, a change of lock for your apartment or mailbox. The cost is \$25.00 per door and \$5.00 per mailbox. The lease agreement prohibits residents from changing or altering the locks provided or installing additional locks.

### Replacement Keys

If lost, you can purchase a copy of your apartment, mail or laundry room key for the following amounts:

\$10.00 each for apartment or mail key

\$50.00 each for the laundry room key

**Please Note: Prices are subject to change**

### Pets

Pets are subject to approval by management and require an additional deposit.

**NO DOGS ALLOWED**

### Parking

Due to the limited amount of parking spaces available, strict parking enforcement is in place from September to June and is available first come, first serve - Residents may purchase a space for \$200.00.

Visiting guests and residents who choose not to purchase a parking space, must park on the street.

Please inform the office of any vehicle change. We do not allow boats and commercial trucks be parked on the property. Motorcycles are not allowed on patios, balconies, on sidewalks or in apartments.

**Please Note: Parking prices and policies are subject to change.**

### **Home Décor and Housekeeping**

Window coverings have been provided for your windows. All window covering must appear white from the exterior of the building. Aluminum foil may not be placed on the windows. Beer caps, liquor bottles or other containers shall not be displayed in or about the apartment.

Water furniture is only permitted on the ground floor of the building with proof of insurance.

Your patio or balcony not only reflects your housekeeping, it has a direct impact on the overall appearance of our community. Please do not place clothes, linens, mops, trash, appliances, interior furniture or other items for storage on your patio or balcony.

If you fail to remove such items after a warning is issued, maintenance will remove these items and you will be charged a removal fee.

### **Screens**

Screens are to remain on the windows at all times. If a screen is off the window without permission from a staff member, the resident will be subject to a \$25.00 charge.

### **Plumbing**

Never place items such as cooking grease, feminine products, paper towels, napkins, cat litter, bones or utensils in disposals, drains or toilets. Doing so will result in costs to you if such items are found during repairs.

### **Alcohol**

**No open containers of alcoholic beverages are permitted outside any apartment or in any common areas. Minors in possession or under the influence of alcohol outside of the apartment may be evicted for violating the law.**

**NO KEGS ARE ALLOWED ON THE PROPERTY AT ANYTIME.**

### **Exterminating**

Your home is periodically scheduled for service. We require your cooperation in the process because one apartment in the building can cause a problem for the entire building. If you have a respiratory or allergy problem, upon written request of your physician, chemicals such as those used in hospitals can be used in your apartment. If you disrupt or prevent the service, you can be charged an exterminating fee of \$25.00.

If your home needs extermination before the next scheduled date, please advise the management office in writing.

### **Maintenance Replacement Items**

Some smoke detectors are battery powered. The batteries should be replaced when the unit chirps. Replacement batteries may be available through the office for a nominal fee. If a fire extinguisher is provided in your unit, please contact the office if replacement is necessary.

### **Barbeque Grills**

**Barbeque grilling must be prohibited anywhere within 10 feet of any building. Deep fryers and Smokers are never permitted on the property at any time.**

### **Satellite Dishes**

These are subject to approval and may require a deposit, proof of liability insurance policy and a signed satellite dish agreement.

### **Phone and Cable**

We will provide one working phone jack and cable jack for each apartment.

**I have read and understand the House Rules:**

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CASA BONITA APARTMENTS - APPLICATION TO RENT

**EXPECTED MOVE-IN DATE:**

PLEASE NOTE:  
 ALL OCCUPANTS MUST HAVE A CO-SIGNER  
 ALL SECTIONS MUST BE COMPLETED  
 INDIVIDUAL APPLICATIONS REQUIRED FROM EACH OCCUPANT

LAST		FIRST		MIDDLE		SS# / ITIN	
DOB		18YRS OR OLDER?		ARE YOU A STUDENT?		WHAT YEAR?	
SCHOOL YOU WILL BE ATTENDING?						WHAT MAJOR?	
EMAIL ADDRESS				CONTACT NUMBER		CELL NUMBER (IF NOT SAME)	
PHOTO ID / TYPE		NUMBER		ISSUING GOVERNMENT		EXP DATE	OTHER ID
MOTHER'S MAIDEN NAME							
CURRENT ADDRESS			CITY		STATE		ZIP CODE
MOVE-IN DATE		MOVE-OUT DATE		OWNER/MANAGER NAME		PHONE	FAX

**IF A DORM STUDENT - YOU MUST PROVIDE AN RA'S NAME AND PHONE NUMBER FOR BEHAVIOR REFERENCE BELOW:**

RA NAME		RA PHONE NUMBER		RA FAX NUMBER	
REASON FOR MOVING					

**COMPLETE THIS SECTION ONLY IF YOU HAVE LIVED AT CURRENT ADDRESS FOR LESS THAN 5 YEARS**

PREVIOUS ADDRESS			CITY		STATE		ZIP CODE
MOVE-IN DATE		MOVE-OUT DATE		OWNER/MANAGER NAME		PHONE	FAX
REASON FOR MOVING							

**PROPOSED OCCUPANTS - NAME / RELATIONSHIP / 18YRS OR OVER? (LIST ALL IN ADDITION TO YOURSELF):**


DO YOU HAVE A SUPPORT ANIMAL? IF SO, DESCRIBE:

WILL YOU HAVE LIQUID FILLED FURNITURE? IF SO, DESCRIBE:

**EMPLOYMENT HISTORY / SECTION A:**

CURRENT OCCUPATION	HOW LONG WITH THIS EMPLOYER
NAME OF EMPLOYER	ADDRESS
NAME OF SUPERVISOR	PHONE NUMBER

**SECTION B: (COMPLETE ONLY IF YOU HAVE BEEN WITH CURRENT EMPLOYER FOR LESS THAN 5 YEARS)**

PRIOR OCCUPATION	HOW LONG WITH THIS EMPLOYER
NAME OF EMPLOYER	ADDRESS
NAME OF SUPERVISOR	PHONE NUMBER

**PERSONAL REFERENCES - NOT RELATED TO YOU:**

NAME	ADDRESS	PHONE
NAME	ADDRESS	PHONE
NAME	ADDRESS	PHONE

**PLEASE LIST ALL OF YOUR FINANCIAL OBLIGATIONS BELOW (IF NECESSARY - ATTACH SEPARATE PAGE):**

(CAR PAYMENT, CREDIT CARD BALANCES, ETC.)

NAME OF CREDITOR	ADDRESS	PHONE NUMBER	PAY/MONTH
NAME OF CREDITOR	ADDRESS	PHONE NUMBER	PAY/MONTH
NAME OF CREDITOR	ADDRESS	PHONE NUMBER	PAY/MONTH
NAME OF CREDITOR	ADDRESS	PHONE NUMBER	PAY/MONTH
NAME OF CREDITOR	ADDRESS	PHONE NUMBER	PAY/MONTH
NAME OF CREDITOR	ADDRESS	PHONE NUMBER	PAY/MONTH
NAME OF BANK	BRANCH / ADDRESS		

**EMERGENCY CONTACT - PERSON OVER 18YRS WHO WILL NOT BE LIVING WITH YOU:**

NAME	RELATIONSHIP	HOME PHONE
ADDRESS		WORK PHONE

PLEASE NOTE:

IF YOU ARE SERIOUSLY ILL OR INJURED, YOU AUTHORIZE US TO SEND FOR AN AMBULANCE AT YOUR EXPENSE

WE ARE NOT LEGALLY OBLIGATED TO DO SO

**AUTOMOBILE INFORMATION (PLEASE INCLUDE MOTORCYCLES/OTHER VEHICLES):**

MAKE	MODEL	COLOR	YEAR	LICENSE NUMBER
MAKE	MODEL	COLOR	YEAR	LICENSE NUMBER

**RENTAL / CRIMINAL HISTORY:**

**HAVE YOU, YOUR SPOUSE OR ANY OCCUPANT LISTED ON APPLICATION EVER:**

BEEN EVICTED OR ASKED TO MOVE OUT?	YES	NO
BROKEN A RENTAL AGREEMENT OR LEASE CONTRACT?	YES	NO
BEEN SUED FOR NONPAYMENT OF RENT?	YES	NO
BEEN SUED FOR DAMAGE TO RENTAL PROPERTY?	YES	NO
BEEN CONVICTED OF A FELONY?	YES	NO
RECEIVED DEFERRED ADJUDICATION FOR A FELONY?	YES	NO

PLEASE INDICATE THE YEAR, LOCATION AND TYPE OF EACH FELONY:

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PLEASE NOTE: WE MAY NEED TO DISCUSS MORE FACTS BEFORE MAKING A DECISION

**APARTMENT PREFERENCE**

PLEASE CHOOSE FROM THE FOLLOWING:

- A) ONE BEDROOM
- B) TWO BEDROOM
- C) LOFT

PLEASE NOTE:

THIS INFORMATION DOES NOT GUARANTEE AN APARTMENT - IT ONLY HELPS US MATCH YOU WITH AVAILABLE APARTMENTS

**APPLICANT DECLARES THAT THE ABOVE INFORMATION IS ACCURATE AND COMPLETE.  
ANY MISREPRESENTATION WILL DISQUALIFY THE APPLICANT.**

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATED: \_\_\_\_\_

**I GIVE CASA BONITA APARTMENTS PERMISSION TO PROCESS THIS RENTAL APPLICATION AT THE COST OF \$20.00. INCLUDING, BUT NOT LIMITED TO, TENANT REFERENCE, EMPLOYMENT REFERENCE AND CREDIT CHECK. I UNDERSTAND THAT THE FEE FOR VERIFYING THIS APPLICATION IS NOT REFUNDABLE.**

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATED: \_\_\_\_\_

**CASA BONITA APARTMENTS**

28-38 CASA STREET  
SLO, CA 93405

**RENTAL VERIFICATION**

ATTN: \_\_\_\_\_ FAX: \_\_\_\_\_

To whom it may concern:

The individual signed below has submitted a rental application to Casa Bonita Apartments. Please Provide the information requested and fax this form back to our office at 805.541.5052. If you have any questions, please call 805.541.3856.

Thank you for your prompt response.

Name of Applicant (please print) _____			
I hereby authorize release of the information requested below for my rental address at:			
_____	_____	_____	_____
NUMBER & STREET	CITY	STATE	ZIP
APPLICANT'S SIGNATURE _____		DATE _____	

Please note if the applicant is a  current resident or a  past resident at your property.

Move-In Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

Amount of Rent: \$ \_\_\_\_\_

# of Late Payments: \_\_\_\_\_ # of NSF Checks: \_\_\_\_\_

Has proper notice been given:  YES  NO

Is there currently any past due amount owed on the resident's account?  YES  NO

Has the resident received any noise complaints/disturbances?  YES  NO

Has the resident kept a pet on the premises?  YES  NO

If so, has the animal at any time caused a problem?  YES  NO

Is resident eligible for re-rental?  YES  NO

\_\_\_\_\_  
SIGNATURE TITLE DATE

# 2011-2012 RATE SHEET

## Casa Bonita Apartments

28-38 Casa Street

San Luis Obispo, CA 93405

805.541.3856 phone

805.541.5052 fax

### One Bedroom Loft – (1 bath)

Unfurnished \$799.00 per month

Holding Deposit \$400.00

Security Deposit \$800.00

### One Bedroom Flat – (1 bath) with clothes washer and dryer

Unfurnished \$975.00 per month

Holding Deposit \$450.00

Security Deposit \$900.00

### Two Bedroom Flat – (1 bath) with clothes washer and dryer

Unfurnished \$1225.00 per month

Holding Deposit \$625.00

Security Deposit \$1250.00

### Features:

12 unit Spanish style complex – very charming!!!

Most units have a private patio and/or fenced yard

Great location – close to both Cal Poly University and Sierra Vista Hospital

### Please note:

**Resident pays own electricity and gas.**

**Holding Deposits are due within 48 hours of approval and are credited against the security deposit.**

**The balance of the security deposit is due upon the lease start date.**

### Parking\*:

Residents may purchase a space for \$200.00 - Due to the limited amount of parking spaces available, strict parking enforcement is in place from September to June and is available first come, first serve.

Please Note: Visiting guests and residents who choose not to purchase a parking space, must park on the street.

We do not allow boats and commercial trucks to be parked on the property.

Motorcycles are not allowed on patios, balconies, walkways or in apartments.

It is the policy of Casa Bonita Apartments not to discriminate against any person because of race, color, religion, sex, handicap, family status or national origin in the rental housing or upon any other basis prohibited by law.

It is also the policy of Casa Bonita Apartments to allow any resident, at the expense of the resident, to reasonably modify existing premises occupied, or to be occupied, by a handicapped person.

\*Parking prices and policies are subject to change



# BCC CORPORATION

CASA BONITA APARTMENTS  
28-38 CASA STREET SLO, CA 93405

- 1) Name of Co-signer: \_\_\_\_\_  
Last First Middle
- 2) Social Security#: \_\_\_\_\_ DOB: \_\_\_\_\_ Driver's License#: \_\_\_\_\_
- 3) Current Address: \_\_\_\_\_  
Number and Street City State Zip Code
- 4) Previous Address: \_\_\_\_\_  
Number and Street City State Zip Code
- 5) Employer: \_\_\_\_\_ Work#: \_\_\_\_\_  
How Long: \_\_\_\_\_ Job Title: \_\_\_\_\_ Gross Monthly Income: \_\_\_\_\_
- 6) Other Sources of Income: \_\_\_\_\_ Monthly Amount: \_\_\_\_\_

## CO-SIGNER AGREEMENT

The parties to this agreement are \_\_\_\_\_, herein called Co-signer(s) and BCC Corporation, herein called Owner (or Agent).

Co-signer acknowledges that he/she has read the agreement to rent or lease entered into by Owner (or Agent) and \_\_\_\_\_, herein called Resident(s) or Tenant(s) and dated on \_\_\_\_\_, and understands its terms.

Co-signer agrees to personally guarantee the payment of any monetary damages suffered by Owner, including but not limited to actual attorney's fees incurred in the enforcement of said agreement to rent or lease and/or this Co-signer agreement.

Furthermore, Co-signer acknowledges that he is not occupying the premises leased pursuant to the agreement to rent or lease, nor is he entitled to service of any of the statutory notices required by law to be provided occupants.

The Co-signer Agreement shall continue in full-force and effect for the entire term of Resident's tenancy including any extension, and any rental increases in effect during such tenancy.

I give BCC Corporation permission to process this CO-SIGNER AGREEMENT at a cost of \$20.00, including but not limited to tenancy references, employment references and credit check.

Co-signer: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

# GUARANTEE for Casa Bonita Apartments

Unit# \_\_\_\_\_

For valuable consideration, the undersigned ("Guarantor"), jointly and severally, unconditionally guarantees and promises to pay to Casa Bonita Apartments, or to order ("Owner"), on demand in lawful money of the United States of America and immediately available funds, any "Indebtedness" of \_\_\_\_\_ ("Resident") to

Owner under the Rental Agreement dated as of \_\_\_\_\_, together with all extension thereof and all amendments thereto ("Agreement"). The term "Indebtedness" is used herein in its most comprehensive sense, and includes any and all debts, obligations and liabilities of Resident heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, and whether Resident may be liable individually or jointly, or whether recovery upon such Indebtedness may be or hereafter become unenforceable. Guarantor's obligations hereunder are joint and several and independent of the obligation of Resident, and a separate action or actions may be brought or prosecuted against Guarantor, whether action is brought against Resident or whether Resident is joined in any such action or actions. Guarantor, waives any right to require Owner to (a) proceed against any person, including Resident; (b) proceed against or exhaust any security held from Resident or any other person; (c) give notice of the terms, time and place of any public or private sale of personal property security held from Resident or any other person, or otherwise comply with the provisions of Section 9504 of the California Uniform Commercial Code; (d) pursue any other remedy in Owner's power; or (e) make any presentments or demands for performance, or give any notices of non-performance, protests, notices of protest or notices of dishonor in connection with any obligations or evidences of indebtedness held by Owner as security or which constitute in whole or part the Indebtedness guaranteed hereunder, or in connection with the creation of new or additional Indebtedness. Guarantor also waives any defense based upon: (1) any disability or other defense of Resident or any other person; (2) any lack of authority of any person acting or purported to act on behalf of Resident; (3) any breach by Resident or Owner under the Agreement; (4) any act or omission by Owner or Resident which directly or indirectly results in or aids the discharge of Resident or any Indebtedness, by operation of law or otherwise, other than payment in full of the Indebtedness; or (5) any modification of the Indebtedness, in any form whatsoever. Until all Indebtedness has been paid in full, Guarantor shall have no right or subrogation, and Guarantor waives any defense it may have based on any election of remedies by Owner, which destroys Guarantor's subrogation rights or Guarantor's rights to proceed against Resident for reimbursement. Until all Indebtedness has been paid in full, Guarantor also waives any right to enforce any remedy, which Owner now has or may hereafter acquire against Resident or any other person, and waives any benefit of or any right to participate in any security now held or hereafter acquired by Owner. Any Indebtedness of Resident now or hereafter held by Guarantor is hereby subordinated to the Indebtedness of Resident to Owner. Guarantor authorizes Owner, without notice or demand on Guarantor and without affecting Guarantor's liability hereunder, from time to time, to: (a) alter, compromise, renew, extend, accelerate or otherwise modify the terms of the Indebtedness and/or any provision of the Agreement; (b) take and hold security for the payment of this Guaranty or the Indebtedness or any portion thereof, and exchange, enforce, waive and release any such security; (c) apply such security, and direct the order or manner of sale thereof, as Owner in its discretion may determine; (d) release or substitute any other guarantor of the Indebtedness; and (e) apply any payments received by Owner with respect to the Indebtedness in such order as Owner shall determine in its sole discretion, whether or not any such Indebtedness is secured or covered by this Guaranty. Guarantor acknowledges and agrees that Owner may sell, assign, transfer, negotiate or encumber the Agreement, any Indebtedness thereunder, and/or this Guaranty. This Guaranty shall be binding upon and shall inure to the benefit of the parties respective successors, heirs, representatives and assigns. All payments, advances, costs, and expenses, including reasonable attorneys fees, paid or incurred by Owner in the enforcement of this Guaranty or in connection with the collection of any Indebtedness shall be paid by Guarantor immediately and without demand, together with the interest thereon at the rate of ten (10%) percent per annum. In the event any provision of this Guaranty shall be determined to be invalid, unlawful or unenforceable to any extent, the remainder of this Guaranty shall be unaffected thereby and shall remain valid and enforceable to the fullest extent permitted by law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

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

Printed Name: \_\_\_\_\_ Driver License: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_