

# 1237 ← WEST

## 2009-10 HOUSING APPLICATION RENEWAL

1. To renew your accommodations for the 2009-10 academic or calendar year term, please submit a fully completed Housing Application Renewal and Guaranty Form to the mailing address below, at the property, or via email to [info@1237west.com](mailto:info@1237west.com).
2. Accommodations are limited and will be assigned on a first-come, first-serve basis. This Application is not a contract for housing; a binding contract for housing will be formed only if your Housing Application Renewal and Guaranty forms are accepted and both you and 1237 West execute a Housing Agreement.
3. **You must submit your paperwork by April 1, 2009 in order to secure your current Bed Space or preferred Bed Space.** Your existing Security Deposit will be applied towards your renewal. Prices are subject to change prior to contract signing.

### RESIDENT INFORMATION

Name: \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_  
(FIRST) (LAST)

E-mail Address: \_\_\_\_\_ Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Current Unit and Bedroom: \_\_\_\_\_ ☐ Male ☐ Female

Renewal Term: ☐ Academic Term ☐ Calendar Term ☐ Calendar Term ☐ Calendar Term +  
(Aug 2009 – June 2010) (Aug 2009 – Aug 2010) (June 2009 – June 2010) (June 2009 – Aug 2010)

Social Security No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Student ID No: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Academic Major/Field: \_\_\_\_\_  
(month) (day) (year)

Will you be using Financial Aid? ☐ Yes ☐ No

Will you be 21 years of age on September 1, 2009? ☐ Yes ☐ No

Fall 2009 Standing: ☐ Freshman ☐ Sophomore ☐ Junior ☐ Senior ☐ Graduate ☐ Transfer

Name of School attending in Fall 2009: \_\_\_\_\_

Have you ever been convicted of a felony? ☐ Yes ☐ No Reason: \_\_\_\_\_

Have you ever been evicted from any residence? ☐ Yes ☐ No Reason: \_\_\_\_\_

### GUARANTOR (CO-SIGNER) CONTACT INFORMATION

*Either Resident or Guarantor (co-signer) must have positive credit history to qualify for approval. A Guarantor is required for any Resident who does not qualify for credit, as determined by management. A Guaranty Form must accompany this Application for approval.*

Name: \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_  
(FIRST) (LAST)

Email Address: \_\_\_\_\_ Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP CODE)

Relationship to Resident: \_\_\_\_\_

## PARKING INFORMATION

Indoor, heated parking is limited and available on a first-come, first-serve basis. Parking is \$500 and is only reserved when payment is received and a Housing Agreement and Parking Agreement are executed.

Would you like a parking spot? ☐ Yes ☐ No

## HOUSING PREFERENCES

Requests are not guaranteed. If space is available, it will be filled on a first-come, first-serve basis. Please numerically list choices in order of preference.

I would like the following Unit and Bedroom Space: \_\_\_\_\_

OR

Unit Type:

☐ 4-BEDROOM

- ☐ standard bedroom – with a window
- ☐ standard bedroom – with extra storage space
- ☐ standard bedroom, privacy wall

☐ 2-BEDROOM

- ☐ standard bedroom – with extra storage space
- ☐ standard bedroom, privacy wall
- ☐ extra-large bedroom
- ☐ suite (privacy wall + private bath)
- ☐ master suite (privacy wall, private bath + large closet)

☐ 3-BEDROOM

- ☐ standard bedroom – with a window
- ☐ standard bedroom – with extra storage space
- ☐ standard bedroom, privacy wall – Type 2 (bedroom is standard size)
- ☐ standard bedroom, privacy wall – Type 1 (bedroom is slightly smaller)
- ☐ private master suite (private entrance, privacy wall, private bath + large closet)

## ROOMMATES

Roommate matching is not guaranteed, but residents can be reassigned upon request, subject to availability.

Please indicate the names of your preferred roommates below. If you do not have a full unit group, you will be assigned remaining roommates.

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_ Email \_\_\_\_\_

I am interested in living with roommates in the same major/field ☐ Yes ☐ No

I would admit to being the following ☐ Night Owl ☐ Early Bird

I would prefer roommates that are quiet and studious ☐ Yes ☐ Not Important

If you refuse to answer any question, or if you have given false information: (1) we may reject this Application; (2) we will retain all processing fees and deposits as liquidated damages for time spent and expenses; and (3) if you have entered into a Housing Agreement, you may be considered in breach of that Agreement.

By my signature, I attest that the information contained herein is correct. Management is authorized to verify my Guarantor's credit history and all other submitted information for the purpose of evaluating this Application.

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

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## GUARANTY OF 2009-10 HOUSING AGREEMENT

Either Resident or Guarantor (co-signer) must have a positive credit history to qualify for housing. A Guarantor is required for any resident who does not qualify for credit as determined by the Manager.

*Please provide Guarantor's (co-signer) information below.*

Name of Student Applicant (Resident)
Guarantor's Name
Guarantor's Relationship to Applicant

Guarantor's Address		
City	State	Zip
Cell Phone	Email Address	

Guarantor's Social Security Number	Date of birth (MM/DD/YY)       /       /
Driver's License #	State of Issuance

Guarantor's Current Employer	Start date (month/year)       /
Position/Title	Annual Income       \$
Have You Ever Declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No    If "Yes", please provide an explanation:	

**THIS GUARANTY OF HOUSING AGREEMENT (Guaranty)** is made for the benefit of **MJH EDUCATION ASSISTANCE ILLINOIS IV LLC (Owner)** and is effective upon execution by Owner of a 2009-10 Housing Agreement with the Resident identified above. Entry into a Housing Agreement remains in Owner's discretion and is not guaranteed.

**WHEREAS**, the student Resident identified above has requested to contract for the use of one assigned bed space and accompanying residential areas at the facility known as "**1237 West**", located at 1237 W. Fullerton, Chicago, Illinois (the **Facility**), owned by Owner and managed by its agent, ICL Management Inc. (**Manager**), and if accepted, a binding housing agreement (**Housing Agreement**) will be formed upon signature by both Resident and Owner;

**WHEREAS**, Owner has indicated that it will consider accepting the Resident's application only with an acceptable guaranty of the Resident's financial obligations under the proposed Housing Agreement.

**NOW, THEREFORE**, effective immediately and irrevocably upon full execution of the Housing Agreement in consideration of the foregoing, Guarantor unconditionally and absolutely guarantees (i) the due and punctual payment of all fees and other charges to be paid by Resident as provided for in the Housing Agreement, (ii) the prompt payment when due and at all times thereafter of any and all existing and future liability of Resident under the Housing Agreement of any kind, and (iii) the due and punctual performance and observance by Resident of all of the other terms, covenants, agreements and conditions to be performed or observed by Resident under the Housing Agreement, throughout the term of the Housing Agreement and all extensions thereof. This Guaranty will run for the benefit of Owner and its beneficiaries, successors and assigns and may be enforced against Guarantor without first resorting to, or exhausting any other remedy against Resident.

Guarantor agrees that any modification to the Housing Agreement or waiver of the performance thereunder, or the giving by Owner of any extension of time for the performance of any of the obligations of Resident or any other forbearance on the part of Owner, or any failure by Owner to enforce any of its rights under the Housing Agreement, will not in any way release Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty. Notice to Guarantor of any such modification, waiver, extension, forbearance or failure or of any default by Resident under the terms of the Housing Agreement, is waived.

Guarantor further agrees that in the event Resident is involved in a bankruptcy proceeding, and in any such proceeding the Housing Agreement is terminated or rejected, or the obligations of Resident under the Housing Agreement are modified, Guarantor will continue to perform all obligations of Resident under the Housing Agreement. In the event any payment by Resident to Owner is held to constitute a preference under the bankruptcy laws, or if for any other reason under bankruptcy proceedings Owner is required to refund such payment or pay the amount thereof to any other party, such payment by Resident to Owner will not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to Owner upon demand. Guarantor's obligations to make payment in accordance under this Guaranty will not be impaired, modified, released or limited in any manner by any impairment, modification, release or limitation of the liability of Resident or its estate, or from the decision of any court.

Guarantor agrees that: (a) Guarantor will reimburse Owner for expenses incurred in the enforcement hereof and of the Housing Agreement, including reasonable attorney's fees; (b) this Guaranty will inure to the benefit of and may be enforced by Owner and any subsequent assignee of Owner of the Housing Agreement, and will be binding upon and enforceable against Guarantor, its successors, assigns and legal representatives; (c) Owner will not be required to pursue or exhaust any other remedies before invoking the benefits of this Guaranty; provided, however, that any pursuit of any such remedies will in no manner impair or diminish the rights of Owner under this Guaranty; (d) this is a continuing Guaranty, and will apply to and cover the Housing Agreement including any extensions, replacements and/or renewals thereof heretofore described.

If there is more than one guarantor for Resident's Housing Agreement, then all obligations of Guarantor hereunder are joint and several. This Guaranty will be governed by the laws of the State of Illinois and subject to exclusive jurisdiction in the courts of Cook County, Illinois or the District Court for the Northern District of Illinois, Eastern Division, as applicable.

**Guarantor consents to Owner or its agent obtaining a credit report and employment verification regarding Guarantor.** If the proposed Housing Agreement is not offered or accepted by Owner, this Guaranty will become void.

**IN WITNESS WHEREOF**, this Guaranty has been duly executed by Guarantor.

Signature of Guarantor	Date
Signature of Co-Guarantor	Date