## **Guarantor Agreement**

(Name of guarantor) of (address of guarantor) ON BEHALF OF (name of tenant)

HEREBY GUARANTEE the payment by the Tenant to you of the rent and any other monies payable under the Agreement and the performance and observance by the Tenant of the terms and provisions of the Agreement.

- 1. If the Tenant is jointly and severally liable with other(s) to pay the rent and otherwise comply with the terms and provisions of the Agreement this means that I/we acknowledge our liability is for the payment of the full rent or any breach of the terms and provisions of the Agreement by any of the other tenants.
- 2. If the Tenant shall default in the payment of the rent or any other monies payable under the Agreement I/we will upon written demand by you pay you the rent or other monies which shall be so in arrear
- 3. If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Agreement I/We will on demand pay you all reasonable losses damages expenses and costs which you may be entitled to recover by reason of such default. My/our liability under this Clause is unlimited.
- 4. This Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy or the death or bankruptcy of any of us or the death of bankruptcy of the Tenant (or any other person who is a party to the Agreement)
- 5. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with my/our consent including any increase in the amount of the rent payable in respect of the Property by the Tenant.
- 6. This Guarantee shall extend to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party.
- 7. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.
- 8. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my/our consent or by anyDocument Template provided by www.makeurmove.co.uk indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of the Agreement or failure or neglect on your part whether as to payment time performance enforcing the Agreement or otherwise or any refusal by you to accept rent or other monies following any breach of the terms and provisions of the tenancy.
- 9. This Guarantee shall constitute me/us as principal debtor(s).
- 10. Any demand shall be valid if sent by post or left at my/our address specified above or such other address as I/we may notify to you in writing as to whether any such demand should be sent so long as a receipt for such notification of such alternative address is issued by me/us.

- 11. Where more than one person is a party to this Guarantee as Guarantor our obligations shall be joint and individual.
- 12. The Guarantee will cease in the event that the Tenant is released from the contract by mutual agreement with the Landlord before the end of the fixed term.
- 13. The Guarantee will cease upon termination of the contract by either the Tenant or Landlord which adheres to the Termination clauses within the Agreement and the Landlord has completed a satisfactory Check Out Inspection at the Property.

Signed by the GUARANTORS/S

Date