

Agreement of Guarantee

This Guarantee is made on _____

Between

(1) The Landlord

Name: _____

Address: _____

(2) The Tenant

Name: _____

Address: _____

(3) The Guarantor

Name: _____

Address: _____

as Parent/Guardian (if other please state)

_____ of the Tenant.

1 BACKGROUND

1.1 The Landlord has granted or agreed to grant the Tenant and others a joint tenancy of the property situate at for the period in accordance with the tenancy agreement provided to the Tenant.

1.2 The Guarantor has agreed to underwrite certain of the Tenant's obligations as set out in this Guarantee

2 GUARANTEE

2.1 In consideration of the Landlord granting the tenancy to the Tenant, and of the Guarantor's natural affection for the Tenant, the Guarantor hereby guarantees to the Landlord:

2.1.1 to pay the rent reserved in the tenancy agreement up to a maximum of **12 months rent** within 21 days of receipt of a written demand from the Landlord addressed to the Guarantor, accompanied by a certificate from the Landlord, that either:

- a) the Tenant following demand has not paid the amount being demanded of the Guarantor when it was due under the tenancy agreement; or
- b) the tenancy agreement has been lawfully terminated; and
- i) rent in the amount being demanded would have been due if the tenancy agreement had still been subsisting; and
- ii) rent reserved by any new agreement relating to the property is not payable in full by any other person for the period in respect of which rent is being demanded of the Guarantor

2.1.2 to pay to the Landlord within 21 days of demand, accompanied by written evidence of the amount claimed, a sum equal to all losses, damages, costs and expenses of the Landlord arising from any breach of the tenants' covenants in the tenancy agreement

3 DURATION OF AGREEMENT

The Guarantor's obligations shall end (without prejudice to any claim to which the Landlord is entitled under clause 2) upon the first to occur of:

- 3.1 the date falling 2 months after expiry of the tenancy agreement; or
- 3.2 the assignment of the tenancy or the assignment of the Tenant's interest in the tenancy; or
- 3.3 the rent reserved by a new tenancy of the property (granted following lawful termination of the tenancy agreement) has become payable in full; or
- 3.4 the surrender of the tenancy or the surrender of the Tenant's interests in the tenancy
- 3.5 the death of the tenant

4 LANDLORD'S RIGHTS AGAINST TENANT NOT AFFECTED

The rights and remedies of the Landlord against the Guarantor under this Guarantee do not affect the rights and remedies which the Landlord might have against the Tenant PROVIDED THAT if the Landlord recovers any sums from the Guarantor under this Guarantee and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the Tenant shall (up to the amount paid by the Guarantor) be paid to the Guarantor within 7 days.

5 TENANT'S PROMISE TO GUARANTOR

In consideration of the Guarantor giving this Guarantee the Tenant undertakes to the Guarantor to repay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed.

Signed by the Landlord: _____

Date: _____

Signed by the Tenant: _____

Date: _____

Signed by the Guarantor: _____

Date: _____

SAMPLE