

# **GUARANTOR AGREEMENT FOR RESIDENTIAL LETTING**

## **IMPORTANT NOTICE**

**This guarantor agreement creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.**

# GUARANTOR AGREEMENT

## FOR RESIDENTIAL LETTINGS

THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord on the Date.

Guarantor Name..... Date of birth.....

Guarantor Address.....

.....

Landlord:- Dean Clarke.

Landlord Address:- 3 Curlew Close, Coalville, Leicester, LE67 4BD.

Tenant Name:- 1<sup>st</sup> Tenant Name.

Property:- 7 Barclay Street, Leicester, LE3 0JD.

Proposed Tenancy Commencement Date:- 1<sup>st</sup> July 2022.

- 1.1 The Landlord has granted or agreed to grant the Tenant and others a joint Tenancy of the Property and a copy of the Tenancy Agreement is attached to this Guarantor Agreement.
- 1.2 The Guarantor has agreed to underwrite certain of the Tenant's obligations as set out in this Guarantor Agreement.

### 2.0 GUARANTEE

2.1.1 to pay the rent reserved in the Tenancy Agreement up to a maximum of

(IN WORDS AND £) Four thousand Eight hundred and Thirty Four pounds Twenty Nine pence (£4834.29) within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.

2.1.2 to pay to the Landlord within 10 days of demand accompanied by written evidence of the amount claimed a sum equal to one fourth of all losses, damages, costs and expenses of the Landlord arising from any breach of the Tenant's covenants in the Tenancy Agreement.

### 3.0 DURATION OF AGREEMENT

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

- 3.1 the assignment of the Tenancy or the assignment of the Tenant's interest in the Tenancy; or
- 3.2 the rent reserved by a new Tenancy of the Property (granted following lawful termination of the Tenancy Agreement) has become payable in full; or
- 3.3 the surrender of the tenancy
- 3.4 the death of the tenant

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### 4.0 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 the Guarantee and subsequently recovers from the Tenant from 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.

### 5.0 TENANT'S PROMISE TO GUATANTOR

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

EXECUTED by the parties as a deed on the date stated above.

**SIGNED by GUARANTOR** .....  
(Guarantor Signature)

**WITNESS**

**WITNESS SIGNATURE** .....

**NAME** (witness name) .....

**ADDRESS** (witness address) .....

**SIGNED BY LANDLORD** .....

**WITNESS**

**WITNESS SIGNATURE** .....

**NAME** (witness name) .....

**ADDRESS** (witness address) .....

**SIGNATURE PROOF OF GUARANTOR i.e. DRIVING LICENSE OR PASSPORT.**

Please send a photocopy of your driving license or passport or other official identification which clearly shows your signature. This is to help identify the Guarantor.

**This form and proof of signature to be posted back to:**

**Dean Clarke, 3 Curlew Close, Coalville, Leicestershire. LE67 4BD.**