

# Guarantor Agreement

This guarantor agreement is made the

Between:

(1) The Landlord: **LANDLORD NAME**  
Of **LANDLORD ADDRESS**

(2) The Guarantor: **GUARANTOR NAME**  
Of **GUARANTOR ADDRESS**

It is agreed between The Party as follows:

1. The Landlord has agreed to allow **TENANT NAME** (the "Tenant") to reside at the property known as **ADDRESS** (the "Premises") upon the terms and conditions of a tenancy agreement (the "Agreement") commencing on **START DATE** (the "Tenancy").
2. The Guarantor agrees to comply with the terms of this guarantor agreement and ensure that the Tenant complies with the terms of the Agreement.
3. The Guarantor further agrees to fully compensate and indemnify the Landlord in respect of any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement or due to the Landlord's decision to allow the Tenant to occupy the Premises.
4. This guarantee and indemnity extends to any renewal, extension, or continuation of the Tenancy, whether fixed term or periodic, and includes any increase in rent or any other variation of the Agreement agreed between the Landlord and the Tenant irrespective of whether the Guarantor agrees to that increase of variation provided that the Guarantor is given written notice of the increase or variation within 14 days of it being agreed.
5. This guarantor agreement is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Premises are occupied by the Tenant or any guest, visitor, occupier, or licensee permitted to reside their by the Tenant and is not limited to any initial fixed term specified in the Agreement.
6. If the Tenant abandons or vacates the Property, breaches any part of the Agreement, or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will compensate the Landlord for all losses, claims, liabilities, costs and expenses arising from that event including the rent for the remainder of the originally agreed term of the tenancy or the period until the Tenant could have legitimately brought the tenancy to an end under the terms of the Agreement or any common law or statutory notice period.
7. The Guarantor's liability under this guarantor agreement and the Agreement will be joint and several with the Tenant. The Landlord may seek to enforce obligations and claim damages against the Tenant, the Guarantor, or both of them under the Agreement and this guarantor agreement. The obligations of the Guarantor will not be waived, nullified or reduced by any act, neglect, leniency, generosity, or allowance of time to comply given by the Landlord to the Tenant.

8. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue for the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
9. The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other company or organisation throughout the period that the Premises are occupied by the Tenant or any licensee.
10. The Guarantor will pay any reasonable costs of the Landlord in enforcing this Guarantee and the obligations of the Agreement.
11. If the Tenant forms more than one person the Guarantee will not end or be invalidated if one or more of the original persons forming the Tenant abandons the Premises or surrenders their interest in the Tenancy provided that at least one of the persons forming the Tenant or their licensees remains in possession.

**Signed as a guarantor agreement and Delivered by:**

**Signed for and on behalf of The Landlord  
by NAME**

\_\_\_\_\_  
**DATE**

**Signed as a guarantor agreement and Delivered by:**

**GUARANTOR NAME of  
GUARANTOR ADDRESS**

\_\_\_\_\_  
**DATE**