

Multiple Occupancy Guarantor Agreement

THIS GUARANTEE is made between the Guarantor and Landlord on 2017

Guarantor:

Address:

Landlord (s):

Landlord's Address:

Tenant's details:

Amount of rent per calendar month to be guaranteed £

Property: The dwelling house known as:

Tenancy Period:

From To

WHEREAS

- (A) The Landlord proposes to enter into an Assured Shorthold Tenancy ("the Tenancy") with _____ ("the Tenant"). A copy of the Tenancy is annexed as Exhibit 1.
- (B) The Tenancy is for multiple occupancy premises.
- (C) All references to the Landlord herein shall be deemed to include the Landlord's Agent ("the Futurelets Limited") or any persons authorised to act on the Landlord's behalf.
- (D) In order to induce the Landlord to enter into the Tenancy the Guarantor has agreed to guarantee the obligations of the Tenant under the Tenancy as set out below.

IT IS NOW AGREED as follows:

1. Guarantee

- 1.1 In consideration of the Landlord agreeing to let the Property to the Tenant, the Guarantor agrees to act for the Tenant should the Tenant fail, for any reason, to meet the rent commitments ("the Rent") arising from the Tenancy Agreement entered into in respect of the Property.
- 1.2 The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent 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 Rent amount being demanded when it was due under the Tenancy.
- 1.3 For the avoidance of doubt, the Guarantor will not be liable for any rent due or owing by any other tenant in multiple occupancy premises.
- 1.4 The Guarantor further undertakes that if the Tenant defaults in the performance or observance of the Tenant's obligations contained within the Tenancy, the Guarantor will pay the Landlord, on demand, all reasonable losses, damages, expenses and costs which the Landlord shall be entitled to receive by reason of the Tenant's default, to the extent that the Landlord is unable to recover them from the Tenant. Any failure of the Landlord in demanding or collecting the Rent or any other amounts owed by the Tenant to the Landlord, when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
- 1.5 This guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Tenancy referred to above whether those variations/alterations were made with or without the Guarantor's consent.

That would include any increase in the amount of the Rent payment in respect of the Property by the Tenant and this guarantee shall extend to any new or further agreement entered into between the Tenant and the Landlord under which a Tenancy of the Property is granted to the Tenant in respect of the amount of rent or the monies payable in respect thereof.

- 1.6 This Guarantor Agreement refers to the current Tenancy being undertaken and any extension or renewal of that Tenancy.
- 1.7 This guarantee shall remain in full force and effect notwithstanding that the Tenancy may be terminated by agreement, court order or otherwise.
- 1.8 This guarantee shall not be discharged nor shall the Guarantor be released by any arrangement made between the Tenant and the Landlord with or without the Guarantor's consent.

2. Distance Selling Regulations

Where this Guarantee is signed by the Guarantor other than at the Landlords Agents premises the Distance Selling Regulations will apply and the Guarantor will have seven days after the date of signing to cancel the Guarantee. Cancellation must be in writing to the Landlords Agents, Futurelets, CW145 (Charles Ward Building), Coventry University, Priory Street, Coventry CV1 5FB and will be deemed effective upon receipt where received within the seven days.

The Guarantor shall have no right of cancellation as set out in this clause 2 or under the Regulations where the Tenancy has started.

3. General

- 3.1 A demand shall be sufficiently served on the Guarantor if made to the Guarantor at their address set out above or to any changed address by letter and shall be effective upon receipt.
- 3.2 This guarantee shall ensure the benefit of the Landlord, its successors or assigns.

3.3 This Guarantee shall be subject to English Law.

You are strongly advised to seek independent legal advice before entering into this guarantee

Landlord/Agent on behalf of the landlord

Signed.....

Full Name.....

Date.....

Guarantor

Signed.....

Full Name.....

UK Address.....

.....

.....

Date.....

Witness to Guarantor's Signature.....

Full Name and Address.....

.....

Date.....

RE: Tenant Address

Property Address