This Agreement is made on the [ ] between

[ ] (“The Guarantor”) and

[ ] (“The Landlord”)

WHEREAS:

1. By a Private Residential Tenancy Agreement dated [ ] (“the Tenancy Agreement”) the Landlord has agreed to let the property
at [ ] (“The Property”)
to [ ] (“The Tenant”)

NOW IT IS HEREBY AGREED as follows:

1. The Guarantor guarantees that the Tenant will pay the rent in respect of the Property in accordance with the terms of the aforementioned Tenancy Agreement for so long as the Tenant remains bound by said terms.
2. The Guarantor agrees to cover any loss or expense incurred by the Landlord as a result of the failure of the Tenant to pay the rent or fulfil his/her obligations in accordance with the terms of the said Tenancy Agreement.
3. This Agreement shall be terminated only on termination of the Tenancy Agreement between the Landlord and the Tenant or by written agreement between the parties.
4. The Guarantor acknowledges that he/she has read and understood the terms of the aforementioned Tenancy Agreement.

IN WITNESS WHEREOF

|  |  |
| --- | --- |
| **Landlord Signature**  | Witness Signature |
| Landlord Full Name (Block Capitals) | Witness Full Name (Block Capitals) |
| Landlord Address | Witness Address  |
| Date: Time: | Date: Time: |

|  |  |
| --- | --- |
| **Guarantor Signature**  | Witness Signature |
| Guarantor Full Name (Block Capitals) | Witness Full Name (Block Capitals) |
| Guarantor Address | Witness Address  |
| Date: Time: | Date: Time: |

The attached style is a general Guarantee Agreement which will cover all losses incurred by the landlord in respect of the tenant’s failure to pay rent or fulfil any of his obligations in terms of the Tenancy Agreement. As a result, the scope of the agreement is very broad and it may be that a guarantor would wish the opportunity to place limits on his/her liability. It is therefore essential that any potential guarantor takes independent legal advice before signing the agreement,

## Signing the Agreement

Both landlord and guarantor should sign two copies of the agreement, one original to be kept by the landlord, one original to be kept by the guarantor.

## Terms of the Agreement

The full name and postal addresses of the landlord and the guarantor should be inserted where indicated as well as the date of the Tenancy Agreement between the landlord and the tenant and the full postal address of the leased property.

Clauses 1, 2 and 3 can be expanded upon and restricted if parties are in agreement. In terms of the attached style, the guarantor is agreeing to guarantee all unpaid rent and losses incurred by the landlord as a result of the tenant failing to fulfil his or her obligations in terms of the Tenancy Agreement.

## Termination of the Agreement

In terms of Clause 3, the Agreement automatically terminates upon the termination of the Tenancy Agreement between the landlord and tenant. Alternatively, it may be terminated by written agreement between the parties.