

Guarantor Agreement

IMPORTANT NOTICE: This guarantee 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. MGM Estates may search files of one or more credit reference agencies who may keep a record of the enquiry. MGM Estates may also disclose details of the tenant's account & the conduct of it to those agencies or other parties.

THIS AGREEMENT is made **BETWEEN** the Guarantor and the Landlord. Please complete in block capitals.

The Terms of This Agreement:

1. This Guarantee is valid for the period of the Joint Assured Shorthold Tenancy Agreement (JASTA) and any future Tenancy Agreement whether fixed term, periodic or other.
2. The Guarantor is responsible for all terms of the JASTA including all rent and costs due.
3. The Estate of the Guarantor becomes liable if they die while the JASTA is in existence.
4. The Guarantor acknowledges that they have read and understood the terms of the JASTA and that they are signing without duress and that they have sought legal advice to both this Guarantor Agreement and the JASTA.
5. You should be a homeowner and 21 years of age or over to be able to act as Guarantor.

Guarantor Name: _____

Occupation _____

Work Address: _____

Home Address: _____

Home Tel No: _____

Mobile No: _____

Personal e-mail: _____

Work e-mail: _____

Work Tel No: _____

Please submit proof of residency (Utility Bill, within last 3 months) and proof of identity (a copy of your Passport/Driving Licence)

Landlord: _____

Tenant: _____

Property: The dwelling house
known as: _____

1. The Guarantor has agreed to act for the Tenant should they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement commencing on:
01 July 2012 in respect of the property.
2. This Guarantor Agreement refers to the current Tenancy being undertaken, any extension or renewal of that Tenancy or a new JASTA relating to the same or any other property. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
3. The Guarantor guarantees and 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 amount being demanded of the Guarantor when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on demand all losses, damages, costs and expenses of the Landlord arising from or incurred as a result of any default by the tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement, PROVIDED that any neglect or forbearance of the Landlord in endeavouring to obtain payment of the rent when it falls due and at any time which may be given to the Tenant by the Landlord shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this deed.

SIGNED BY Guarantor: _____

Date: _____

State Relationship to Tenant _____

SIGNED BY Witness: _____

Date: _____

Address of Witness _____
