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**STUDENT TENANCY AGREEMENT GUARANTEE AND INDEMNITY (SINGLE TENANT)**

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**DATE OF AGREEMENT:** < Date >

**PROPERTY:** < Property Address > < City> < Postal Code >

**PARTIES:**

1. **Landlord:** < Landlord's Name >
2. **Tenant:** < Tenant's Name >
3. **Guarantor:** < Guarantor's Name >

**TENANCY AGREEMENT:** Refers to the Tenancy Agreement to be provided by the Landlord to the Tenant in a form substantially similar to the draft Tenancy Agreement attached to this Guarantee and Indemnity.

**1. Guarantor's Covenant**

The Guarantor, at the request of the Tenant and in consideration of the granting of the Tenancy Agreement, hereby covenants with and guarantees to the Landlord that:

1.1 The Tenant shall pay the rent and adhere to all covenants and conditions stipulated in the tenancy agreement (or as amended by mutual agreement of the parties) throughout the tenancy period (including any extensions, renewals, or periods of occupation not explicitly stated in the tenancy agreement or subsequent agreements).

**2. Liability of the Guarantor**

2.1 The Guarantor shall compensate the Landlord for all losses, costs, damages, and expenses incurred due to the Tenant's failure to pay rent or breach of any covenants and conditions mentioned above.

2.2 The Guarantor's liability remains unaffected by any leniency or extension of time granted by the Landlord to the Tenant for payment or compliance with the tenancy agreement's covenants and conditions.

**3. Indemnity**

The Guarantor further covenants to indemnify the Landlord against any loss resulting from the non-payment of rent or breach of the Tenant's covenants and conditions, as outlined in the tenancy agreement (or as varied by agreement). This indemnity is the Guarantor's independent and primary obligation to the Landlord.

**Signed as a deed by:**

**Guarantor:** < Guarantor's Name >

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:

**Witness Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness Name (in BLOCK CAPITALS):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness Address:**

**ANNEXURE**
**DRAFT TENANCY AGREEMENT**