**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STUDENT TENANCY AGREEMENT GUARANTEE AND INDEMNITY (JOINT TENANTS)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE OF AGREEMENT**:< xx>

**PROPERTY**: < xx>
<xx >
<< xx>

**PARTIES**:
**Landlord**: <xx >
**Tenants**: <xx >
**Guarantor**: <xx >

**TENANCY AGREEMENT**: Refers to the Tenancy Agreement to be granted by the Landlord to the Tenants, which is in substantially the same form as the draft Tenancy Agreement annexed to this Guarantee and Indemnity.

**GUARANTEE AND INDEMNITY TERMS**

The Guarantor, at the request of the Tenants and in consideration of the Landlord granting the Tenancy Agreement, agrees to the following:

1. **Guarantee of Tenants' Obligations**
The Guarantor guarantees that the Tenants will pay the rent and adhere to all covenants and conditions stipulated in the Tenancy Agreement throughout the tenancy period, including any extensions, renewals, or any additional periods of occupation not specified in the tenancy agreement.
2. **Liability for Losses**
The Guarantor shall compensate the Landlord for any losses, costs, damages, and expenses resulting from the non-payment of rent or the breach, non-observance, or non-performance of any covenants and conditions by the Tenants.
3. **Landlord's Forbearance**
Any act of leniency or granting of time by the Landlord in enforcing payment or compliance with the Tenancy Agreement does not release the Guarantor from their obligations under this Guarantee and Indemnity.
4. **Indemnity**
The Guarantor also indemnifies the Landlord against any losses incurred due to non-payment of rent or the breach of any tenant covenants and conditions contained in the Tenancy Agreement. This indemnity is a separate and primary obligation of the Guarantor, independent of the guarantees provided above.

**SIGNATURES**

**Executed as a deed by:**

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

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

**In the presence of:**

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

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

**Address**:

**ANNEXURE**

**DRAFT TENANCY AGREEMENT**

(Include the draft Tenancy Agreement here as an annexure)