

# GUARANTEE AGREEMENT

THIS GUARANTEE AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN the "Landlord": **Waterloo Residences Inc.**

RENTED PREMISES:

UNIT: \_\_\_\_\_ ROOM: \_\_\_\_\_ ADDRESS: 64 Marshall Street Waterloo, Ontario, N2J 2T4

Name of Tenant (s): \_\_\_\_\_

Relationship to Tenant: \_\_\_\_\_

Name of Guarantor (s): \_\_\_\_\_

Home Address: \_\_\_\_\_  
Address City Province Postal Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Driver's Licence: \_\_\_\_\_

**\*\*Photocopies Are Required,  
and attached with this form.**

SIN Number: \_\_\_\_\_

Passport Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_  
Day / Month / Year

In consideration of the above-named Landlord entering into the Lease Agreement in respect of the above-named Rented Premises with the above-named Tenant, the receipt thereof by the Guarantor is hereby acknowledged, the Guarantor hereby covenants with the Landlord, its successors and assigns, that if default shall at any time be made by the Tenant in payment of Monthly Rental or the performance of the Tenant's covenants on the days or in the manner set forth in the Lease Agreement, he / she will pay the said Monthly Rent and shall compensate the Landlord for any damages that may arise in consequence of the Tenant's default including payment of legal fees on a solicitor and client basis. The liability of the Guarantor hereunder shall not be released, discharged or limited by any extension of time or forbearance granted to the Tenant or by any variation in or departure from the terms of the Lease Agreement. The Landlord shall not be bound to exhaust its recourse or remedies against the Tenant before pursuing and enforcing its rights against the Guarantor. Nothing but payment and satisfaction in full of all Monthly Rentals and other sums and the due performance of all covenants in the Tenancy Agreement until lawful termination of the Tenancy Agreement shall release the Guarantor from this Guarantee.

If during the Tenancy Agreement the Tenant is declared bankrupt or if the Tenancy Agreement is terminated other than by the Landlord, the Guarantor shall accept from the Landlord a Tenancy Agreement of the Rented Premises (hereafter called the "New Tenancy Agreement") for a term equal in duration to the remainder of the term of the Tenancy Agreement. If the Guarantor fails to execute and return such New Tenancy Agreement within (7) seven days after such tender, the Guarantor shall become liable to pay to the Landlord damages in an amount equal to the entire monthly rental and additional rent reserved by the New Tenancy Agreement.

All such liability of the Guarantor shall not be diminished or affected by the Landlord renting the demised premises or any part thereof to another Tenant or Tenants and receiving rent therefrom. The Landlord, however, may if it so desires apply any amount received from such renting in reduction of the amount to be paid by or due from the Guarantor.

In this Guarantee, whenever the masculine gender is used it shall include the feminine and neuter and vice versa and wherever the singular number is used it shall include the several and vice versa. Whenever the context so requires, if there is more than one Guarantor, their liability shall be joint and several. The Guarantor shall continue to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Lease Agreement. This Guarantee shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Guarantor.

The information collected in this application will be used by the Landlord, his Agents or Employees to confirm credit history with various credit report agencies and institutions. By signing this Guarantee Agreement, you give consent to the Landlord, his Agents and Employees to contact and disclose the information provided to various credit report agencies and institutions (SIN # is required). The Landlord, his Agents or Employees will not be held liable for damages caused by misplacement of information collected in this agreement.

I warrant that all information provided in this Guarantee Agreement is true and correct and I understand the terms of this agreement. I confirm that I have signing authority to bind this agreement.

IN WITNESS WHEREOF the Guarantors hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Guarantor(s) Signature

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Guarantor(s) Signature

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Witness

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Witness