GUARANTEE OF LEASE

This Guarantee of Lease (the “Agreement”) takes effect on [DATE],

BETWEEN:

[YOUR COMPANY’S NAME] (the “Landlord”], a limited liability company incorporated under the laws of [YOUR COUNTRY] having its registered head office at:

 [FULL ADDRESS]

AND:

**[NAME OF GUARANTOR]** (the "Guarantor") an individual with his/her main address located at [ADDRESS] OR a limited liability company incorporated under the laws of [COUNTRY] having its registered head office at:

[COMPLETE ADDRESS]

**RECITALS**

Reference is made to that certain Lease herewith, dated [DATE], by and between Landlord and Tenant with respect to certain location;

As a material inducement to, and in consideration of, Landlord entering into the Lease, Guarantor does hereby agree as follows:

1. **GUARANTEE**

Guarantor do hereby unreservedly guarantee, as a principal obligor and not as a surety, and promise to execute and be liable for, the payment of rent by Tenant for [NUMBER] months starting [DATE] through [DATE].

1. **MODIFICATIONS AND AMENDMENTS**

The Lease may be revised or adjusted, and further agreements may be arrived at between Tenant and Landlord, without further approval from or notice to Guarantor and no such action shall terminate, release, reduce, lessen or in any way affect any of the responsibilities of the Guarantor hereunder or give Guarantor recourse or defence against Landlord.

Landlord may modify, compromise, accelerate, extend or change the period or manner for the performance or payment of any obligation(s) of Tenant under the Lease, waive any default by Tenant, fail to proclaim any rights against Tenant, grant to Tenant any other tolerance or concession with respect to all or any part of any of the obligations of Tenant under the Lease, release, substitute or add Guarantors and may generally deal with Tenant, or any indebtedness of Tenant to Landlord, as Landlord sees fit, and no such act and no change, impairment or suspension of any right or remedy of Landlord shall dismiss, release, decrease, moderate or in any way affect any of the responsibilities of Guarantor hereunder or give Guarantor any recourse or defence against Landlord.

1. **LIABILITIES**

The amount of liability of Guarantor and all rights, authority and remedies of Landlord hereunder and under any other contract now or at any time hereafter in force between Landlord and Guarantor, including any other guarantee executed by Guarantor relating to any indebtedness of Tenant to Landlord, shall be cumulative and not alternative and shall be considered to take account of all rights, powers and remedies given to Landlord by law. This Guarantee is in addition to and exclusive of the guarantee of any other guarantor of any obligation of Tenant to Landlord.

1. **OBLIGATIONS OF GUARANTOR**

The onuses of Guarantor hereunder are autonomous of the Lease Obligation. In the event of any defaulting hereunder, a distinct action or actions may be brought and prosecuted against Guarantor whether or not Tenant is joined therein or a separate action or actions is brought against Tenant. Landlord may maintain sequential actions for other defaults. Landlord's rights hereunder shall not be tired by its implementation of any of its other rights or remedies or by any such action or by any number of successive actions until and unless all of the Lease Obligation hereby guaranteed has been fully performed and the period of time has terminated during which any fee made by Tenant or Guarantor to Landlord may be determined to be a Preferential Payment.

1. **SEVERABILITY**

Each Guarantor shall be jointly and severally liable for, and agrees to pay to Landlord devoid of demand, attorneys' fees in such amount as the Court determines is rational and all costs and other expenses which Landlord expends or incurs in implementing, collecting or compromising the Lease Obligation hereby guaranteed or in administering or collecting upon this Guarantee against Guarantor the Lease Obligation hereby guaranteed whether or not suit is filed.

1. **ENFORCEMENT**

Should any one or more provisions of this Guarantee be determined to be illegitimate or unenforceable, all other provisions shall nevertheless be effective and enforceable.

1. **NO WAIVER**

No provision of this Guarantee or right of Landlord hereunder can be relinquished nor can Guarantor be released from his or her obligations hereunder except by a writing duly executed by Landlord.

1. **REPRESENTATIONS AND WARRANTIES**

Guarantor represents and warrants it is represented or has had full opportunity to be represented by independent legal counsel of its own choice in connection with this Guarantee, that it has personally reviewed this Guarantee, and that it fully has the indispensable experience and complexity to understand its terms and conditions and the consequences of the duties assumed and rights waived herein. In the event of vagueness in or dispute regarding the interpretation of this Instrument, the interpretation shall not be resolved by any rule providing for clarification against the party who causes the uncertainty to exist or against the drafting party.

1. **GOVERNING LAW**

This agreement shall be construed according to the [YOUR COUNTRY] Law. Except as provided in any other written contract now or at any time hereafter in force between Landlord and Guarantor, this Guarantee shall constitute the whole agreement of the Guarantor with Landlord with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

1. **BINDING AGREEMENT**

Guarantor agrees to be bound by all provisions of the Lease.

1. **DEFINITIONS**

The term Landlord whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term Tenant whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee of said Lease and also any successor to the interests of said Tenant or assignee of such Lease or any part thereof, whether by assignment or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD GUARANTOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title