GUARANTEE

Dated the _____day of _____, _____
Landlord: Modern Property Management INC.

Rented Premises:

		316 Batavia PL	Waterloo	Ontario	N2L 3W2
(Unit No.)	(Room No.)	(Address)	(City)	(Province)	(Postal Code)

*Guarantor: _____ Tenant:_____

Guarantor's SIN / Passport or Driver's License #: _____

Guarantor's Date of Birth (YYYY/MM/DD): _____

Permanent Home Address: _____

Home Phone #: _____Cell Phone #: _____

Email Address: _____

In consideration of the above-named Landlord entering into the Tenancy Agreement in respect of the above-named Rented Premises with the above-named Tenant, 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 any of the Tenant's covenants on the days or in the manner set forth in the Tenancy Agreement, the Guarant or will pay the said Monthly Rental or perform the said covenant 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 Tenancy 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 term of the Tenancy Agreement the Tenant shall make an assignment for the general benefit of creditors, or a receiving order in bankruptcy shall be made against the Tenant, and the assignee or trustee as the case may be should surrender possession, reject, disaffirm or disclaim the Tenancy Agreement, or if the Tenancy Agreement is terminated other than by surrender accepted by the Landlord, the Guarantor shall, forth with upon the demand of the Landlord at the Guarantor's expense accept from the Landlord a Tenancy Agreement of the Rented Premises (hereinafter called the "New Tenancy Agreement") for a term a equal in duration to the residue of .the term of the Tenancy Agreement remaining unexpired from the date of such surrender, disclaimer or termination at the same Monthly Rental and with the same covenants and provisions as are reserved and c ontained in the Tenancy Agreement. If the Landlord shall tender such New Tenancy Agreement to the Guarantor for execution and the Guarantor shall fail to execute and return such New Tenancy Agreement within seven (7) days after such tender, the Guarantor shall become liable to pay to the Landlord forthwith as liquidated damages 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 Tenancy Agreement. This Guarantee shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Guarantor.

☐ By checking this box, I certify that I am the authorized individual with signing power/authority to enter into an agreement and all information provided in this document is true and correct and answered to the best of my current knowledge.

IN WITNESS WHEREOF the Guarantors hereunto set their hands this _____day of _____, _____B

_____
Guarantor

* The Guarantor must provide the Landlord with identification issued by the Government of Canada. The Guarantor must also be a Canadian citizen or Permanent Resident of Canada, unless otherwise approved by the Landlord in writing.

* Guarantor agrees that the above email addresses will be used to receive notices and documents, where allowed by the Landlord and Tenant Board's Rules of Procedure.