

# BUSINESS LEASE AND INDEMNITY

DATE OF AGREEMENT

PROPERTY

PARTIES

LEASE

anted by the Landlord to the  
he same form as the draft lease  
ee and Indemnity]

<< >> between (1) <<name of  
me of tenant>>]

1. The Guarantor at the request of the Landlord, in consideration of the [grant of the Lease by the Landlord to the Tenant] hereby consenting to the assignment of the Lease to the Tenant] hereby warrants and guarantees to the Landlord that:

1.1 the Tenant shall at all times during the term of the Lease (including any extension or renewal or any period of occupation not specified in the Lease or in any assignment or renewal agreement) pay the rent and observe the covenants, conditions and obligations of the Tenant and the conditions contained in the Lease (or as varied by any assignment or renewal agreement) between the parties);

1.2 the Guarantor shall indemnify the Landlord all losses, costs, damages and expenses incurred by the Landlord as a result of non-payment of rent or the breach, non-observance or non-performance of any of the covenants and conditions mentioned in the Lease;

2. Any neglect or forbearance by the Guarantor in making or giving time to the Tenant for payment of the rent or the observance of any of the covenants and conditions shall not in any way discharge the Guarantor in respect of his/her liability under this covenant and guarantee;

3. The Guarantor hereby covenants and warrants to the Landlord at all times during the term of the Lease (including any period of occupation not specified in the Lease or in any assignment or renewal agreement) against any loss they incur as a result of the non-payment of rent or the breach, non-observance or non-performance of any of the covenants and conditions contained in the Lease

(or as varied by agreement) the Guarantor's covenants given to the Landlord.

is covenant is independent from the obligation of the Guarantor owed to

4. The Guarantor covenants with the Tenant:

4.1 (being a company) if the liquidator disclaims the Lease;  
or

4.2 (being an individual) if his trustee in bankruptcy disclaims the Lease

and the Landlord gives the Guarantor not later than three months after the Landlord has received notice from the Guarantor will accept from the Landlord a lease of the Property for a term of years or until the expiration to the residue remaining unexpired of the term of the Lease, the Guarantor will grant of such lease to the Guarantor, such lease to be on the same terms and conditions as the Lease.

Signed as a deed by  
<<Guarantor's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

# SAMPLE