

# JOINT AND SEVERAL GUARANTEE

(Articles 2015 and 2021 of the French Civil Code)

To be completed by a solvent person residing in a European Union member country.

**IMPORTANT: Please attach a photocopy of the guarantor's identity card.**

I the undersigned Last name, First name, Address: .....

Profession or occupation: .....

Employer's name and address: .....

Declare that I agree to act as guarantor, without the benefit of discussion and without being able to demand any prior action against the tenant, for payment of the rent, charges, duties, taxes, repairs due to damage caused by the tenant, and all compensation and late payment interest due by (tenant's Last name and First name):

By virtue of the lease granted for the premises that they shall occupy starting from:

Property located at: **Residence REEFLEX, Avenue Paul LANGEVIN, Cité Scientifique, 59650 VILLENEUVE D'ASCQ, France**, a lease that I have read and signed. I shall therefore be bound to fulfil all obligations of (tenant's last name and first name): ....., the tenant, in the event of them defaulting, towards the REEFLEX association throughout the term of the lease.

I confirm that I have knowledge of the nature and extent of my obligations by copying in my own handwriting the following statement: *"Bon pour caution solidaire, ayant parfaitement connaissance de la nature et de l'étendue de l'obligation contractée par moi-même qui m'engage à m'acquitter, sur mes revenus et sur mes biens personnels, en cas de défaillance du locataire, des montants de la provision dus, qui s'élèvent à (sum written in letters) euros par mois". ("I agree to act as joint and several guarantor, having full knowledge of the nature and extent of the obligation entered into by myself, and undertake to pay the monies due, of a total of (sum written in letters) euros per month, from my income and my personal assets, in the event of the tenant defaulting."*

Handwritten statement by the undersigned:

Pursuant to the provisions of Article 23 of the Law of 21/07/1994 (Official Journal of 27/07), I hereby copy the 1<sup>st</sup> paragraph of the aforementioned article reproduced below: **"Lorsque le cautionnement d'obligations résultant d'un contrat de location ne comporte aucune indication de durée ou lorsque la durée du cautionnement est stipulée indéterminée, la caution peut résilier unilatéralement. La résiliation prend effet au terme du contrat de location, qu'il s'agisse du contrat initial ou d'un contrat reconduit ou renouvelé au cours duquel le bailleur reçoit notification de la résiliation."** ("When the guaranteeing of obligations arising from a tenancy agreement contains no indication of term or when the term of the guarantee is stipulated as indeterminate, the guarantor may cancel unilaterally. The cancellation shall take effect at the end of the tenancy agreement, whether the lessor receives notification of the cancellation during the initial agreement or an extended or renewed agreement)."  
Handwritten statement by the undersigned:

For any performance of this commitment, in the event of a dispute, the court with jurisdiction over the area where the rented property is located shall have sole jurisdiction.

Signed in ..... on .....

The guarantor (Signature preceded by the handwritten statement **"Lu et approuvé, bon pour caution"** ["Read and approved, I hereby agree to act as guarantor"]):