

Guarantee delcaration

Surname, first name: _____ Surname, first name: _____
 Street, house number: _____ Street, house number: _____
 Zip code, city: _____ Zip code, city: _____
 Date of birth: _____ Date of birth: _____
 Phone number: _____ Phone number: _____

(hereinafter referred to as guarantor)

ereby assumes vis-à-vis

Jugendwerk Aalen, Non-profit foundation, Südlicher Stadtgraben 13, 73430 Aalen

(hereinafter referred to as the landlord)

the directly enforceable guarantee for all existing, future and conditional claims that the landlord may have against

Subname, first name: _____

Date of birth: _____

(hereinafter referred to as tenant)

from the tenancy of the apartment

Address: _____

Description: _____

Start of contract: _____

} is filled in by the landlord

(hereinafter referred to as principal debt)

are entitled.

§ 1 Scope of the guarantee obligation

(1) The guarantor's liability under this guarantee covers all existing, future and conditional obligations under the tenancy agreement (rent payments, additional claims from operating cost statements, claims for damages, claims for compensation for use, interest on arrears, costs of legal action, etc.) of the tenant vis-à-vis the landlord.

(2) The guarantee is irrevocable and unlimited. It expires with the return of this guarantee certificate.

§ 2 Direct liability of the guarantor, waiver of defenses

(1) The guarantor is liable to the landlord as a direct debtor and waives the defense of advance action pursuant to § 771 BGB. The landlord may demand payment from the guarantor when the principal debt falls due and is not obliged to first make a claim on the tenant or to utilize security provided for the principal debt.

(2) The guarantor may refuse to satisfy the landlord as long as the landlord can satisfy himself by off-setting against due claims of the tenant (defense of set-off pursuant to § 770 para. 2 BGB), provided that the tenant's counterclaim is undisputed, ready for decision or legally established. In all other respects, the guarantor waives the defenses to which he is entitled under § 770 BGB vis-à-vis the landlord.

§ 3 Liability of several guarantors

(1) If several guarantors have given guarantees to the landlord for the same principal debt in separate guarantee deeds, each individual guarantor shall be liable - in relation to the landlord to the exclusion of the joint and several debt relationship - irrespective of any payments made by another guarantor until all claims of the landlord guaranteed by him have been satisfied in full.

(2) If several guarantors have guaranteed the landlord in this deed, they shall be liable as joint and several debtors. The landlord may, at his discretion, claim the principal debt in whole or in part from each individual guarantor.

(3) If the landlord releases other guarantors from liability, the guarantor shall not be released from his guarantee obligation.

(4) Compensation claims of the guarantor against the other guarantors shall not be affected by the above provisions.

§ 4 Obtaining creditworthiness information

The guarantor agrees that the landlord may determine the guarantor's payment and creditworthiness by means of a credit check by obtaining credit information, for example from Creditreform, Schufa or comparable service providers.

Date, _____

Date, _____

Signatur guarantor 1

Signatur guarantor 2