

GUARANTEE, INDEMNITY AND CHARGE

IF YOUR COMPANY IS NOT PUBLICLY LISTED OR A GOVERNMENT OWNED ENTITY YOUR DIRECTORS MUST SIGN THIS GUARANTEE, INDEMNITY AND CHARGE. THE ONLY EXCEPTION IS IF YOU CHOOSE TO PAY BY DIRECT PAYMENT OPTION VIA YOUR BANK ACCOUNT OR CREDIT CARD.

- i I / We being the Guarantor(s) of the Customer request Kennards to hire Equipment to the Customer from time to time. In consideration of Kennards doing so the Guarantor(s) hereby guarantee to Kennards the due payment and satisfaction by the Customer of all money and obligations that the Customer owes or may owe to Kennards now or in the future. The Guarantor(s) shall be treated as principal debtor(s) to Kennards.
- ii As a separate obligation the Guarantor(s) also indemnify Kennards for all loss it may suffer due to failure for any reason by the Customer to satisfy its obligations or liabilities to Kennards from time to time.
- iii As security for all money and obligations that the Customer owes or may owe to Kennards now or in the future, each Guarantor hereby charges in favour of Kennards, and creates a security interest in favour of Kennards over, all of the Guarantor's present and future legal and beneficial interests in real property and personal property, including all of the Guarantor's present and after-acquired property ("Secured Property").
- iv. Each Guarantor agrees that if requested by Kennards, they will immediately execute a mortgage or other instrument of security as requested by Kennards over the Secured Property ("Security Documents"). If the Guarantor fails to execute the Security Documents within a reasonable time of being so requested, the Guarantor hereby irrevocably appoints any person authorised by Kennards as its attorney to execute and register Security Instruments on behalf of the Guarantor.
- v. Each Guarantor consents to Kennards lodging and registering a caveat on the title of any real property forming part of the Secured Property, to record the charge given by the Guarantor in favour of Kennards over that real property.
- vi. Each Guarantor consents to the registration by Kennards on the Personal Property Securities Register of its security interest given by the Guarantor to Kennards under this this Guarantee, Indemnity and Charge, and to any other action which may be taken by Kennards to record or perfect its interest in the Secured Property.
- vii. Each Guarantor indemnifies Kennards from and against all costs and expenses incurred by Kennards in connection with the preparation and registration of any Security Documents.
- viii. The Guarantor(s) agree that this Guarantee, Indemnity and Charge shall not in any way be affected by Kennards granting time or any indulgence to the Customer, or by any variation or substitution of the Customer's obligations to Kennards, or by any insolvency of the Customer or by any other thing that would otherwise discharge or prejudice our liability as Guarantor(s) and indemnifiers. The Guarantor(s) also agree not to prove in any insolvency of the Customer without Kennards' consent.
- ix. The Guarantor(s) acknowledge that they have either:
 - a) sought advice as to the purport, effect and consequences of this Guarantee, Indemnity and Charge from an independent legal practitioner; or
 - b) determined such advice was not required and that they understand the effect and consequences of and obligations created by this Guarantee, Indemnity and Charge; and each Guarantor enters into this Guarantee, Indemnity and Charge freely after considering, or electing in their own discretion, not to obtain, such advice.

SIGNED BY THE GUARANTOR(S)

Guarantor 1

Full Name: Date of Birth: / /

Address:

Email: Phone:

Driver's License Number: City:

Signature:

Guarantor 2

Full Name: Date of Birth: / /

Address:

Email: Phone:

Driver's License Number: City:

Signature:

Guarantor 3

Full Name: Date of Birth: / /

Address:

Email: Phone:

Driver's License Number: City:

Signature:



Make your job EASY!

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