

Fixed-Term Guarantee

(Articles 2288 to 2320 of the Civil Code; Law no 89-462 of 6 July 1989 amending Law no 86-1290 of 23 December 1986, and in particular its Article 22-1)

I the undersigned (the guarantor)

(SURNAME and forenames):.....

Born on: In:.....

Profession:

Residing at (full address):

E-mail: Telephone:

Hereby declare that I stand as joint and solidary guarantor, for a fixed term and without the right to demand prior proceedings against the beneficiary, for the payment of all or any sums that the beneficiary might owe to the CROUS of ..., situated at..., arising from the unilateral admission decision and setting out the terms and conditions of tenancy of a dwelling in university halls of residence, dated:.....

The beneficiary

(SURNAME and forenames)

For a dwelling located at the address:

Postcode: Town/City:

Hall of residence:

My undertaking is for a fixed term and is valid

From:..... Until:

Up to the amount of twelve (12) monthly fees added to a maximum amount of five thousand euros (€5,000).

I acknowledge that I have received and read a copy of the admission decision and its financial annex setting out the terms and conditions of tenancy of a dwelling in university halls of residence, its articles and conditions, and in particular the amount of the fee.

I also acknowledge that I am informed of the financial situation of the beneficiary. This guarantee is to the benefit of the CROUS and covers the payment of all or any amounts that the beneficiary might owe to the CROUS and in particular: the fees, charges and incidental amounts, interest, compensation owed under any penalty clauses or for any unauthorised occupation, procedural costs and expenses and the costs of any deeds, as well as any damage or repairs to the rental property at the expense of the beneficiary.

By standing as guarantor for (surname and forename of the beneficiary), I commit to reimburse, from my own income and personal property, the sums and costs including payment of the principal amount, of any interest and, where applicable, of any penalties or late payment interest owed by the beneficiary in the event of a failure to pay by the latter. I hereby confirm that I am perfectly aware of the nature and extent of my undertaking.

Due to the joint and solidary nature of this guarantee, the Guarantor expressly declares that they waive the benefit of discussion and division set out in Article 2288 of the Civil Code.

Finally, I also acknowledge that I have read the penultimate paragraph of Article 22-1 of the Law of 6 July 1989, drafted as follows: “When a guarantee for obligations arising from a lease agreement concluded pursuant to this section does not contain any indication of duration or when such duration of the guarantee is stipulated as being open-ended, the guarantor may terminate it unilaterally. The termination shall take effect at the end of the lease agreement term during which the lessor receives notification of such termination, whether it is the initial lease term or an extension or renewal.” In the case of the CROUS, the lease agreement is replaced by the admission decision. The joint and several guarantee must be renewed in the event of a readmission or renewal on the basis of a new revised fee, further to a deliberation of the CROUS management board.

[Approved for joint and several guarantee]

Drawn up in, on

Forename and surname
Signature

Signature of the CROUS representative

The items to be provided are as follows:

A. – For guarantors who are natural persons, a valid identity document including the photograph and signature of the holder, from among the following documents:

1. French or foreign national identity card,
2. French or foreign passport,
3. French or foreign driving licence.

B. - For guarantors who are legal entities, the following two items:

1. Registration certificate (“Extrait K bis” for France) dated within the previous three months or the articles of association or any other document providing proof of the legal existence of the entity, showing the name of the person responsible and the address of the entity, as well as proof that a declaration has been made to an administration, court or professional body.
2. Proof of the identity of the person representing the legal entity indicated in the registration certificate or articles of association.

C. – A single document as proof of home address, from among the following documents:

1. The last rent payment receipt.
2. A water, gas or electricity bill dated within the previous three months.
3. A home insurance certificate dated within the previous three months.
4. The most recent property tax assessment or, failing this, the ownership deeds to the main residence.

D. – One or several documents as evidence of professional activities, from among the following documents, translated into French:

1. An employment or internship contract or, failing this, a certificate from an employer stating that a job has been offered, indicating the position and wage proposed, the starting date being considered and the duration of any probationary period, where applicable.

2. The trade and companies register certificate (“Extrait K” or “K bis” in France) dated within the previous three months for a commercial enterprise.
 3. The original “Extrait D 1” from the professional register dated within the previous three months for a tradesperson.
 4. A copy of the INSEE identification certificate showing the identification numbers for a self-employed person.
 5. A copy of the professional card for a self-employed professional.
 6. Any document providing proof of activity for other professionals.
- E. – One or several documents providing proof of income from among the following, translated into French:
1. The most recent income tax assessment and, when part of the income was not subject to taxation in France but in another State or territory, the last assessment notice for the tax or taxes equivalent to income tax in said State or territory, or an equivalent document issued by the tax administration of said State or territory.
 2. Real estate property ownership deeds or the last property tax assessment document.
 3. The last three wage slips.
 4. The last two balance sheets or, failing this, an income declaration for the current period issued by an accountant for non-salaried workers.
 5. Evidence of payment of any compensation, retirement or other pensions, family allowance, welfare or benefits received within the previous three months, or proof of an entitlement to such rights drawn up by the paying organisation.
 6. Evidence of income from property, annuities, investments or securities.