

# Lease Agreement

The term of this agreement shall commence on: \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year) until \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year). This lease shall automatically self-extend under the same terms and conditions as the initial agreement and shall continue in full force and effect from month - to - month unless and until otherwise terminated.

The parties involved in this agreement involve the "Kenyan State" (hereinafter, called the "landlord" and expresses his heirs, successor in title and assigns)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_

And the limited liability company duly incorporated under the laws of Kenya (hereinafter, referred to as the "tenant" expresses its successor in title and assigns):

Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_

## **WHEREAS:**

- A. The landlord is the holder of title covering ALL that \_\_\_\_\_ (property type, property details, etc.) municipally situated at \_\_\_\_\_ (address) (hereinafter, referred to as the "**DEMISED PREMISES**").
- B. The tenant is avid of leasing the Demised Premises for a period of \_\_\_\_\_ years and renewable for a further period of \_\_\_\_\_ years at the option of the TENANT.
- C. The Landlord has agreed to let, and the TENANT has agreed to rent the Demised Premises, subject to the terms and conditions set forth hereunder.

## **1. Terms and Conditions of Agreement**

1.1 The landlord leases the "DEMISED PREMISES" to the tenant 'as is' for a term of \_\_\_\_\_ years (hereinafter, referred to as the "**Term**") subject to the terms and conditions of this Agreement. The Term shall commence on the start date specified in clause 1.2 below and, at the option of the tenant, may be extended for an additional period of \_\_\_\_\_ years ending no later than \_\_\_\_\_ years from the start date.

1.2 The tenant hereby takes the "DEMISED PREMISES" 'as is' for the Term commencing from \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year (hereinafter, referred to as the "**Start Date**") and to expire on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year, for which the tenant agrees to pay the landlord the aggregate advance rent at a \_\_\_\_\_ rent of \_\_\_\_\_ (amount in words) net of withholding tax and other outgoings, the said sum of \_\_\_\_\_ (amount in words) having been paid by the tenant the landlord (together with all agency and legal fees, in

respect of the Agreement) before the execution of these presents (the receipt of which the landlord acknowledges).

1.3 The tenant, must give a written notice on or before the expiration of the Term. The tenant may extend the Term for an additional period of \_\_\_\_\_ years (hereinafter, referred to as the “**Extended Term**”), upon all of the terms, covenants and conditions contained in this Agreement. The yearly rent during the Extended Term shall be subject to review by the parties but, shall not exceed the net sum of \_\_\_\_\_ withholding tax and other outgoings and payable yearly in advance from the commencement of the Extended Term.

## **2. TENANT’S COVENANTS**

2.1 Lease payment: To pay the rent for the Term and the Extended Term as the case may be clear of all deductions in advance in the manner herein provided.

2.2 Tenement rates: To pay its portion of tenement rates (being a tax on occupation), the Land Rates in Kenya and other taxes levied on the “DEMISED PREMISES”, and water rates, and for electricity and/or gas consumed in the DEMISED PREMISES, during the period of this Agreement.

2.3 Use of property: To keep the interior of the “DEMISED PREMISES” and all the fittings and fixtures in good and tenantable repair and condition. Reasonable wear and tear and natural disasters, such as storm, tempest, tornado, flood and other acts of God are generally excepted. The tenant must be responsible for any damage or defects caused by the tenant, its servants or agents.

2.4 Damage: The tenant shall use all appliances, equipment, fixtures and fittings in a safe manner, for the purpose they are intended for. The tenant must not litter, destroy, deface, damage or remove any part of the “DEMISED PREMISES”, common areas and grounds. Any damages caused by the tenant, invites, guests and agents will be paid for by the tenant, upon a receipt from the landlord. The bill will include the damaged items, corrective action taken and the cost.

2.5 Alterations: Not to make or suffer to be made any structural additions or structural alterations to the DEMISED PREMISES or any part thereof without the previous consent in writing of the LANDLORD and such consent not to be unreasonably withheld by the LANDLORD; and if such authorized structural additions/alterations are made, to restore the DEMISED PREMISES to its original state at the sooner determination of the tenancy, except as otherwise agreed with the LANDLORD.

2.6 Subleasing: The tenant must not assign this Agreement or sublet any part of the “DEMISED PREMISES” without a written consent of the landlord. Any consent shall not be held without good reason.

2.7 Agreement arrangement: To pay for the preparation of this Agreement as well as stamp duties, where applicable, and all costs incidental to it.

2.8 Termination of agreement: The expiration of the agreement must surrender to the landlord and yield up to the landlord the “DEMISED PREMISES” with all of the landlord’s fixtures and fittings in good condition in accordance with the foregoing covenant.

2.9 Permission of landlord to enter premises: To permit the LANDLORD and/or his agents and all persons authorized by him to enter the residence, must submit a seventy-two (72) hour written

notice to enter and examine the state or condition of the "DEMISED PREMISES" and upon notice being given by the landlord.

### **3. LANDLORDS COVENANT**

- 3.1 Lease payment: In the event the tenant has paid the rent hereby reserved, and performed and observed the covenants herein contained on the part of the tenant to be performed and observed. The tenant shall peaceably hold and enjoy the "DEMISED PREMISES" during the term hereby granted upon the agreement without any interruption or disturbance from or by the LANDLORD or any person rightfully claiming through or under or in trust of him.
- 3.2 Insurance: To insure and keep insured in the full reinstatement value the "DEMISED PREMISES" against loss or damage by fire, lightning, storm, tornado, flood or explosion (BRICKS AND MORTAR ONLY) with an insurance company of the tenant's choice. In the case of destruction of or damage to any part of the "DEMISED PREMISES" will be covered by such Insurance making the premises unfit for use. Any reimbursement received will be injected to rebuild and reinstate the "DEMISED PREMISES" in a timely manner, to minimize disruption to the tenant.
- 3.3 Reparations: To repair and keep the "DEMISED PREMISES" structurally sound, wind and water tight, and the exterior thereof, and all additions thereto and the main drains, the boundary walls and fences thereof in good decorative and tenantable repair and condition and to remedy any faults of construction affecting the convenient use and occupation of the "DEMISED PREMISES".
- 3.4 Installations: That the tenant may install air-conditioning units and other tenant's fittings and remove the same at the determination of the tenancy provided that after such removal the TENANT will restore the "DEMISED PREMISES" to, at a minimum, its state prior to such installation or fitting.
- 3.5 Tenants duty: To pay the agreed on rent in respect of the "DEMISED PREMISES", and to observe and perform the covenants and conditions contained in this Agreement. The tenant is hereby required to observe, perform, and to indemnify against any failure on his part to observe and perform the said covenants and conditions.
- 3.6 Alterations: If the tenant at any time during the tenancy makes a request for a change in the name/entity party to this Agreement as tenant, the landlord shall grant this request, as long as there shall be no adverse effect to the landlord's interests, and such succeeding entity shall be bound by all terms, clauses, and covenants in this agreement.
- 3.7 Destruction of premises: To indemnify the tenant against all losses caused to the tenant in the "Demised Premises" caused by the negligence or breach of the Landlord or his agents.

### **4. TERMINATION AND GENERAL PROVISIONS**

- 4.1 If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the tenant's part herein contained shall not be performed or observed, the landlord shall make a formal written request for such breach to be rectified within twenty-one days. Failing to do so shall be lawful for the landlord at any time thereafter to re-enter upon the "DEMISED PREMISES" or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine and the landlord shall henceforth hold and enjoy

the "DEMISED PREMISES" as if this tenancy had not been granted but withhold prejudice to any right of action or remedy of the landlord in respect of any breach of the tenant's covenants herein contained.

- 4.2 If any of the covenants on the landlord's part herein contained shall not be performed or observed, the tenant shall make a formal written request for such breach to be rectified within twenty-one days. Failing to do so shall be lawful for the tenant to withhold any rent or other payments when due to the landlord, but without prejudice to any right of action or remedy of the tenant in respect of any breach of the landlord's covenants herein contained.
- 4.3 If the tenant shall desire to renew the present lease for a further five-year term, contemplated under clause (1) above, the tenant shall before the expiration of the fifth year of the tenancy give three months' prior notice in writing to the landlord or his agent, and on such request the landlord shall grant to the tenant, at the tenant's expenses - a new tenancy of the "DEMISED PREMISES" for a further term. The rent is not to be lower than that paid at the inception of and upon expiry of the Agreement. This is determined with reference to both the prevailing market rental value and to the fact that the tenant shall by then be a sitting one.
- 4.4 Notwithstanding anything to the contrary in this Agreement, the landlord may terminate this tenancy agreement upon giving six months notice to the tenant. The six months' notice is to terminate no earlier than at the end of the Extended Term.
- 4.5 This Agreement shall become effective and binding on the parties (and their respective heirs, successors-in-title, and assigns) from the day and year first above written, and remain in full force unless terminated in accordance with this Agreement.
- 4.6 This Agreement shall be governed by, and construed in accordance with, the Laws of Kenya.
- 4.7 Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each party hereby waives any provisions of applicable law which renders any provisions hereof prohibited or unenforceable in any respect.
- 4.8 This Agreement supersedes any prior or contemporaneous agreements, whether oral or in writing, of the parties hereto and shall constitute the entire agreement of the parties hereto. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing expressed to be a supplement to this Agreement signed under hand by the party against which the enforcement of the change, waiver, discharge or termination is sought.
- 4.9 All notices required under the terms and provisions hereof shall be in writing, and sent to the parties hereto at their respective addresses (as stated herein or notified in writing from time to time) or by electronic mail.

**IN WITNESS WHEREOF** the LANDLORD has set his hand and the TENANT has caused their hand and Seal to be affixed the day and year first above written.

**SIGNED AND DELIVERED BY:**

The "LANDLORD"

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date of signature: \_\_\_\_\_

**In the presence of the "WITNESS"**

Witness's Name: \_\_\_\_\_

Witness's Address: \_\_\_\_\_

Witness's Occupation: \_\_\_\_\_

Witness's Signature: \_\_\_\_\_

Witness's Signature Date: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED BY**

The "TENANT"

Company Name: \_\_\_\_\_

Director: \_\_\_\_\_

Director/Secretary: \_\_\_\_\_

Director's Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_