**TENANCY FOR A SEMESTER**

7378-691-1384

THIS AGREEMENT made the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 2011 BETWEEN

Clement/Heather Fan-Fan of Kercheez Place Commonwealth of Dominica (hereinafter called "the

landlord") of the one part and Dhaval Upadhyay a student of ROSS UNIVERSITY SCHOOL OF

MEDICINE of Picard, Commonwealth of Dominica (hereinafter called "the Tenant") of the other

part WHEREBY IT IS AGREED as follows:-

1. The Landlord lets and the Tenant takes ALL THAT the [apartment] [house] [room] at #5

kercheez Place Luxury Rd., Banana Trail, Commonwealth of Dominica (hereinafter called "the

demised premises") on a tenancy for the period specified in the Schedule hereto and together with

the furniture and effects set out in the inventory annexed to this agreement (hereinafter called "the

furniture.")

2. The Tenant agrees to pay the Landlord rent at the rate of $500 US per month payable in advance

on the first day of every month, of the tenancy commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which rent

[shall] include Value Added Tax (VAT), [internet] [and cable television]

and [water]. A grace period of 5 days is granted to the tenant for rent due. For each and every day of

delay of rent payment beyond the grace period, a $15.00 US per day late fee will be applied to any

outstanding rent.

3. The Tenant shall also make a deposit equal to one month's rent as security for the full and faithful

performance by the Tenant of all the terms, covenants and conditions of the agreement upon the

Tenant's part to be performed, which said sum (or balance thereof not used by the Landlord for

purposes hereinafter provided) shall be returned to the Tenant after the expiration of the term

herein, provided that the Tenant has fully and faithfully carried out all the said terms, covenants and

conditions on his part to be performed. If not paid prior to commencement of the lease this payment

shall be made the same time with the payment of the first month's rent. The landlord may use the

said deposit or such part thereof as is required to remedy any breach by the Tenant of any of his

covenants contained in this lease. Security Deposit will not be used for payment of monthly rent.

4. The Tenant hereby covenants with the Landlord as follows namely:-

(a) To pay any utility charges payable by the Tenant pursuant to this Agreement

(b) To use the demised premises and the furniture in a proper and tenant like manner and at the end

of the term hereby granted to yield up the same in the condition in which they are when possession

is delivered up to the Tenant (subject to reasonable wear and tear).

(c) Not to remove any of the furniture from the demised premises nor to assign, underlet, charge or

part with the possession of the demised premises or any other part thereof except that the Tenant

may be allowed to accommodate a spouse, parent, in-law, friend once the Tenant obtains the

Landlord's consent.

(d) To permit the Landlord and his servants or agents upon giving at least 24 hours notice (except in

case of emergency) to enter upon the demised premises at all reasonable times for the purposes of

inspecting the condition of the demised premises and/or furniture, and of effecting repairs thereto.

(e) To permit the Landlord and his servants to enter upon the demised premises for the purpose of

cleaning once a week and to be responsible for securing all valuable items during designated

cleaning dates, as per cleaning schedule.

(f) Not to keep any animal or bird (including fish or reptiles) on the demised premises without the

prior consent of the Landlord.

equipment, furniture or personal property subject to this lease, caused by Tenant's negligence or

misuse or the negligent or misuse of any of the Tenant's invitees, licensees or guests.

(i) Not to do or permit or suffer to be done on the demised premises anything which may be a

nuisance to or in anyway interferes with the quiet comfort of the Landlord and/or his other tenants.

(j) To hand over all keys to the demised premises to the Landlord, his servant and/or agent and

remove personal belongings at the termination of the Tenancy.

(k) Not to keep or have on the demised premises any article or thing of a dangerous, flammable, or

explosive character that might substantially increase the danger of fire on the demised premises, or

that might be considered harzardous by a responsible insurance company provided always that this

covenant shall not apply to cooking gas maintained in cylinders of good condition in or about the

kitchen area of the demised premises.

(l) Not to keep or have on the demised premises any illegal drugs or weapons

(m) During the last month of the term hereby created to allow the Landlord, his servant and or agent

upon giving at least 24 hours notice to enter the demised premises for the purposes of showing the

demised premises to potential tenants.

5. The Landlord hereby covenants with the Tenant as follows, namely:-

(a) That the Tenant paying the said rent and performing the covenants on his part hereinbefore

contained shall quietly and peaceably hold and enjoy the demised premises and the furniture during

the said term without interruption by the Landlord or any of the servants or agents of the Landlord.

(b) That (without derogating from the obligation of the Tenant under Clause 4 (b) of this

Agreement, the Landlord will during the tenancy keep the demised premises and the furniture in

good and tenantable repair and condition and will replace any item of the furniture which is

damaged beyond repair or destroyed.

(c) Without in anyway derogating from the obligation of the Landlord provided by Clause 5(b) of

the Agreement and the obligation of the Tenant provided by Clause (4)b of this Agreement the

Landlord shall within two working days of receipt of notice (oral or written) from the Tenant repair

or replace any locks, electrical fittings, bolts, or other security features of the demised

premises(including but not limited to doors, windows, window fasteners or burglar bars) which

may by any cause be damaged or destroyed or rendered unsafe.

(d) To keep at all times throughout the tenancy the demised premises and furniture insured against

loss or damage by fire, hurricane and earthquake in some insurance office of repute at the

replacement value of the same and to make all payments necessary for that purpose as they shall

become due, provided that the Landlord's obligation to effect insurance does not extend to any

contents belonging to the Tenant.

6.

(a) If by reason of illness, injury or other emergency, the Tenant is desirous of leaving or is

obligated to leave the Commonwealth of Dominica, the Tenant or landlord may determine the

tenancy hereby dissolved within a seventy two hours period, provided that there is documentary

evidence verified by the Executive Dean or his designee. Monthly rental will be refunded on a pro

rata basis and security deposit is refundable in accordance with Clause 3.

(b) In the event of ones' enrolment with the University being deferred, suspended, withdrawn or

(b) In the event of ones' enrolment with the University being deferred, suspended, withdrawn or

terminated the Tenant shall pay the rent due, to the end of the agreed tenancy. Security deposit is

refundable in accordance with Clause 3

(c) If the Tenant is in arrears of rent for 14 (fourteen) days or more or be in breach of any of the

other tenant's covenants contained herein and the Tenant fails to remedy the same after 15 (fifteen)

days notice in writing is given, the Landlord may terminate the tenancy immediately.

(d) Upon the expiration of any notice given pursuant to Clause 6 (a) or on termination by the

Landlord pursuant to Clause 6 (c) the tenancy and everything herein contained shall cease and be

void but without prejudice to the rights and remedies of either party against the other in respect of

any antecedent claim or breach of covenant.

7. AND PROVIDED ALWAYS THAT if at anytime during the said term the demised premises or

any part thereof shall be rendered unfit for habitation or use by fire or other peril the said rent or a

proportionate part thereof according to the nature and extent of the damage shall cease and be

suspended until the premises shall again be rendered fit for habitation and use and that any dispute

arising as to the incidence or extent of this provision shall be referred to a single arbitrator in

accordance with the Arbitration Laws of the Commonwealth of Dominica.

8. Any notice required to be served hereunder on the Landlord shall (unless permitted by any other

clause of this Agreement to be given orally) be sufficiently served if delivered at or sent by

registered post addressed to the Landlord at his last known place of business or abode in the

Commonwealth of Dominica and any notice required to be served on the Tenant hereunder shall be

sufficiently served if delivered at or sent by registered post addressed to the Tenant at the demised

premises or if Tenant has vacated same, at the University.

9. The parties may (subject as hereinafter provided) by agreement in the form appended hereto as

Appendix A extend this agreement for one or multiple semesters or from semester to semester. The

Tenant undertakes that if he is desirous of extending this agreement for any semester or for

multiple semesters as hereinbefore provided, he will request such extension by written notice to the

Landlord not less that 60 days prior to the end of the then current semester. The Tenant

acknowledges that the Landlord shall not be obliged to agree to any request by a Tenant for an

extension of this Agreement.

10. In the interpretation of these presents where necessary words importing corporations or

companies shall include persons or individuals words importing masculine gender shall include the

feminine gender and words importing the singular number shall include the plural number and in

all cases vice versa. The expression, "the University" wherever used herein means Ross University

School of Medicine and “semester used herein shall mean a semester of the University.

11. The Indenture and everything herein contained shall be construed interpreted and governed

according to the laws of the Commonwealth of Dominica.

**SCHEDULE**

The period of the tenancy shall be the semester of Ross University commencing on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ subject to extension as provided by

Clause 9.

Landlord:

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

Tenant:

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

7516-691-2229 11/13/2009