

**TENANT PLACEMENT AGREEMENT <Only>**

Property Owner's Name \*  .....Date

Property Address \*  .....

This agreement is made between..... **"Property Owner"** and Lesa International Agencies ("**Agent**"), whose address is 51095-00200, Nairobi-Kenya. Any properties that belong or are managed by Property Owner regardless if the property is listed above, if the Property Owner requests tenant placement for any of his properties, the tenant placement will be governed by this agreement and all fees and terms.

1. **Agency.** The Property Owner hereby employs the Agent to lease the Property Owner's Property located and described above. **This is not an exclusive agreement.** Property Owner is free to market the Property on their own. Property Owner further agrees to inform Agent if he/she finds a tenant or has a potential tenant in play so that Agent may be fully and timely informed of the property's availability and/or discontinue marketing if applicable. ***Lesa International Agencies will not be responsible for maintenance of the premises, or future repairs, nor will they have any further management responsibility to the property owner or the property itself.***

2. **Duties of Property Owner and Agent.** In order to properly lease the Property, the Agent and Property Owner shall have the following duties, responsibilities and understandings:

a. **Best Efforts.** The Agent shall use its best efforts to attract and retain a Tenant for the Property. All efforts may include but not limited to: visible placement of a For Rent sign on the premises of the Property to attract prospective Tenants, directional signs surrounding the Property, full use of Agent's Tenant database, including Tenant that have been pre-approved, newspaper ad placement if necessary, real estate websites, and any other advertising sources that Agent may deem necessary.

b. **Access Rights.** Agent shall maintain a key and/or have the right to show the Property to potential occupants in the event the Property is vacant. If the Property is occupied, the Property Owner will make arrangements with the residents to allow the Agent entry to show potential Tenant and/or

contractors sent by Agent into the Property with a 24 hour notice (or otherwise agreed upon time frame) by phone, SMS or email.

c. **Lease Negotiations.** The agent shall handle all negotiations with the Tenant with respect to lease/application agreements. All such agreements are subject to the approval of the Property Owner, and all qualifying Tenant will be presented to the Property Owner for final approval. Agent cannot and does not make any further warranties or representations regarding the Tenant or ultimate fulfillment of the Rental Agreement. **All future communication will be between tenant and Property Owner.**

d. **Compensation of Agent.** The agent shall collect the first half month's rent from the Property Owner, when the Tenant moves into the Property or when there is an executed lease and Security Deposit given to Property Owner, whichever is sooner, as a fee from the Property Owner for successfully placing a tenant in Property Owner's property. **Future payments of rent will be paid by the Tenant directly to the Property Owner, unless otherwise negotiated in writing between the Property Owner.**

e. **Property Owner's Property documents.** The Property Owner will provide all necessary documents and records and fully cooperate with the Agent in all matters with respect to this Agreement. Property Owner will provide Agent with any lead certificates and county inspection reports if/where applicable. Agent may require additional Property specific documentation from Property Owner, depending on the circumstances.

f. **Affiliates.** Agent reserves the right to use any affiliates, or resources necessary to place a tenant in Property Owner's properties. Any bills, charges, invoices that are accrued from affiliates, shall be the sole responsibility of Agent, and Property Owner has no obligation to disburse payment on behalf of Agent.

3. **Terms of Agreement.** This Agreement shall continue for a period of one year, unless terminated as outlined in this agreement.

4. **Termination of Agreement.** This Agreement may be terminated at any time by the Property Owner upon giving the Agent One (1) Month written notice for any reason. If Agent was procuring cause of any tenant moving in to Property Owner's property even after termination of this agreement, Property Owner must pay the Agent the full tenant placement fee.

5. **Notices.** All written notices to the Property Owner or to the Agent may be addressed and mailed, to the addresses written below, or by email confirmation (reply to sender confirmation required).

6. **Modification.** This Agreement may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

7. **Disputes.** The Agreement is governed by the laws of the Kenya and any dispute arising hereunder must be brought in a court of competent jurisdiction. In the event of litigation, the parties agree to reimburse the prevailing party's reasonable legal services fees, court costs, and all other expenses, in addition to any other relief to which the prevailing party may be entitled.

8. **Risks/Indemnity.** Property Owner understands that there is risk in leasing the Property. The Tenants may not pay the rent on time, may not pay the rent at all, and may damage the property. The Property Owner shall indemnify, hold harmless, and release Agent from any and all liability if Agent is not able to place a Tenant in a timely fashion into Property Owner's property.

Property Owner shall indemnify and hold Agent harmless with respect to liability and damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of Agent performing tenant Placement Duties, However, the Property Owner will not indemnify the Agent against the willful misconduct of the Agent, its contractors, etc. Agent will not reveal to anyone, unless mandated by state or municipal law, the name, address or any other information concerning the Property Owner, unless agreed to in writing by the Property Owner and Agent.

9. **Entire Agreement:** This agreement and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. It is further agreed that this Agreement may be executed in counterparts, each of which when considered together shall constitute the original contract.

10. **Electronic Delivery:** The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement and delivers a copy of the executed Agreement to the other party by hand delivery, or delivers a digital image of the executed document by e-mail transmittal.

THIS TENANT PLACEMENT AGREEMENT supersedes all prior written or oral agreement and can be amended only through a written agreement signed by both parties. Provisions of this Tenant Placement Agreement shall bind and inure to the benefit of Agent and to the Property Owner and their respective heirs, successors and assigns.

Property Owner Agrees To Receive Communications From Agent At The Email Address, Phone Numbers Listed Below.

Property Owner's Name \*  ..... Phone \*

Property Owner's Email \*  ..... Mailing Address \*

This Letter of Agreement is signed in good faith and constitutes the entire agreement between the Agent and the Owner.

**PROPERTY OWNER:**

*Signed By-Provide ID Copy.*

Name.....Signature.....Date.....

***Next of Kin Details***

Name.....ID No.....Phone No.....

**THE "AGENCY":**

Signed by Name.....Signature.....Date.....

*Designation.....*

**In the presence of:**

Name.....Signature.....Date.....