**LEASE AGREEMENT**

**BETWEEN**

**NZARO NUHU KACHENJE**

**AND**

**<Name>**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FOR LEASE OF** **<KA-PR-NM> LOCATED AT PLOT NO.<KA-PR-PL>,**

**BLOCK <KA-PR-BL>,** **<KA-PR-AR>, <KA-PR-MN> MUNICIPALITY, <KA-PR-RG>.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made this **<l\_date>**

**BETWEEN**

**NZARO NUHU KACHENJE** of P. O. Box 22450 Dar es Salaam (hereinafter the **“LESSOR**”), which term shall, where the context so admits, includes their successors and assigns of title, on one part.

**AND**

**<Name>**,of P. O. BOX **<Postal\_Address>**, **<Region>** (hereinafter referred to as the **“LESSEE”)** which term shall, where the context so admits, includes their successors and assigns of the other part.

**PREAMBLE:**

**WHEREAS** the **LESSOR** is the rightful owner of all that land located on Plot No. **<KA-PR-PL>,** Block **<KA-PR-BL>,** **<KA-PR-AR>, <KA-PR-MN> MUNICIPALITY, <KA-PR-RG>** including the **<KA-PR-NM>**, hereinafter to be referred to as the ‘Property’;

**AND WHEREAS** the **LESSOR** is desirous of leasing the Property to the **LESSEE** under provided terms and conditions;

**NOW THEREFORE THIS LEASE AGREEMENT WITNESSES AS FOLLOWS:**

1. **RENT:** The rent for the Property is **<currency>** **<ramount>** per month. For the avoidance of doubt, the Lessor shall receive the stated amount free of any deductions whatsoever, any deduction shall be paid by the Lessee as an addition to the stated rent without affecting the amount to be received by the Lessor.
2. **TENURE:** The tenure for the lease shall be **<ltenure>**, subject to renewal if agreed by both parties.
3. **MODE OF PAYMENT:** The Lessee shall pay the **<ltenure>** rent in **<nins>** installments, that is, **<currency>** **<ramounti>** for the **<fidur>** upon signing of this agreement; and the remaining **<currency>** **<ramountii>** will be paid immediately after the **<fidur>**, or in either case not later than **<idate>**
4. **NOTICE TO RENEW:** The Lessee shall grant the Lessor a notice of intention to renew the agreement, within three months prior to expiration of the agreement.
5. **VACANT POSSESSION:** The Lessor shall handover vacant possession of the Property and deliver the keys to the Lessee after receipt of the rent from the Lessee.
6. THAT the **LESSEE COVENANTS** with the **LESSOR** during the term of the lease agreement as follows:
7. The Lessee shall maintain the Property in good maintainable order. The Lessee warrants to compensate the Lessor for any damage that will be done on the property.
8. The Lessee shall pay the rent herein reserved on its due date without any formal demand or deduction, including but not limited to, payment of all charges for; electricity, water and other services supplied to or used at the Property during the Lessees occupation of the Property and shall compensate the Lessor in full on demand for any liability emanating from their occupation in the Property.
9. The Lessee will ensure and keep insured all its belongings and properties in the Property against loss or damages by fire or such other risks as the Lessee deem appropriate. The Lessor shall not be responsible for any risks of the Lessee’s properties, howsoever damaged, lost or injured.
10. The Lessee shall not use the Property for any other purpose other than the authorized purpose.
11. The Lessee shall not, assign this lease agreement or part with possession of the Property or any other part thereof without the Lessor’s prior written consent.
12. The Lessee will permit the Lessor and their agents and workers at all reasonable times after a prior notice, except in case of emergence, to enter upon and inspect the Property and to carry out such repairs that Lessor may deem necessary and or leave within the Property a written notice addressed to the Lessor of all defects and want of preparation then and there found and the Lessor shall and will within no more than a period of five days (5) after such notice, repair and make good the same according to such notice provided that the repairs does not involve small matters such as replacing Property lights.
13. The Lessee agrees to indemnify and leave the Lessor harmless from any Liability, Loss or Damage arising from any nuisance made or suffered on the leased Property by the Lessee, his customer, relatives, invitees, visitors, agents, or servants or from carelessness, neglect or improper conduct of any such persons.
14. The Lessee shall not make any changes or alterations on the Property without the prior written consent of the Lessor. The Lessee further agrees not to attempt or change the structure of the building in anyway, under whatsoever circumstances.
15. The Lessee shall pay all taxes relating to this lease agreement, including but not limited to stamp duty, withholding taxes, and any other taxes as may be imposed on this lease agreement and the Property.
16. Being that these are Apartments and there are Common areas, the Lessee agrees to use the Common Areas in a responsible and dignified manner, paying respect to the other Tenants in the Property and to follow the agreed guidelines, such as parking and similar matters.

For management of the entire estate, **Mrs. Stella Kachenje**, tenant on the 1st Floor Apartment is the Estate Manager and the Lessee shall cooperate with her, as necessary.

All other matters shall be discussed between the Lessee and Lessor, as necessary.

1. THAT, the **LESSOR COVENANTS** with the **LESSEE** during the term of the lease agreement as follows:
2. The Lessor allows the Lessee to renovate the Property as may be agreed from time to time, with the Landlord’s consent, such consent not to be unreasonably delayed or withheld.
3. The Lessee provided pays the rents herein reserved and observes and performs the terms of this agreement, the Tenant shall peaceably hold and enjoy the Property without any interruption or interference from the Lessor or any persons lawfully claiming under or in trust for the Lessor.
4. The Lessor shall have the right, to enter and take possession and lease the Property to another Tenant, with or without notice to the Lessee, upon the Lessee’s failure to observe its covenants herein.
5. **FORCE MAJEURE:**

If the performance of this agreement or any obligations under this agreement is prevented, restricted or interfered with by causes beyond either party’s reasonable control (“Force Majeure), and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations will be relieved if the party invoking this provision proves the same and request be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, storm or other similar occurrence, orders of acts of military or civil authority or by national emergencies, riots or wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes removed or ceases. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.

1. **DISPUTE RESOLUTION:**

With an exception of a dispute for delay or nonpayment of rent (under 10(ii) below) any dispute arising out of or in connection with this agreement shall first be resolved through amicable negotiations between the parties.

Upon failure by the Parties to reach an amicable settlement, the Parties submit themselves to the jurisdiction of the Courts.

Notwithstanding the above clause, **NO** interlocutory reliefs of whatsoever nature shall be imposed on the Lessor and the Lessee agrees that it shall not apply for or request any interlocutory orders against the Property or the Lessor.

1. **TERMINATION OF AGREEMENT**
2. The period of tenancy agreed upon herein expires and the terms of lease remain the same for the whole period.
3. Either Party can terminate this Agreement save that a person wishing to terminate this lease agreement shall issue 30 days’ notice in writing to the other party communicating its intention to terminate.
4. The Landlord can terminate the lease agreement and immediately enter possession and takeover the Premises in the following cases: -
5. The Lessee fails to pay the rentals as agreed in this agreement. Upon failure, delay of the Lessee to pay rent, the Lessor shall have the right to enter and take possession of the Property, without notice to the Lessee.
6. The Lessee does something, which endangers the security of the building.
7. Fails to rectify and remedy on the Lessor’s notice in relation to violation of contract terms above.
8. The Tenant can terminate the lease agreement in the following cases: -
9. If the Lessor omits to do or does any act which will interfere with the Lessee’s right to live and enjoy the Property peacefully.
10. **GOVERNING LAW:** This Lease Agreement is governed by the Laws of the United Republic of Tanzania; therefore, in case of any dispute relating to this lease Agreement and of which cannot amicably be settled by the parties, that dispute shall be determined by the Laws of Tanzania.

**IN WITNESS WHEREFORE**, the parties have duly executed this Lease Agreement on the day and the year indicated below herein.

SIGNED AND DELIVERED BY THE SAID

**NZARO NUHU KACHENJE**

Who is known to me personally/identified to

me by ……………………………………. **…………………**

The latter being known to me personally **LESSOR**

This **<l\_date>**

**WITNESS:**

NAME: ……………………………………………….

ADDRESS: ……………………………………………….

SIGNATURE: ……………………………………………….

OCCUPATION: COMMISSIONER FOR OATHS

SEALED with the Common Seal of the said

**<Name>**

and **DELIVERED** in the presence of us **………………….**

This **<l\_date>**  **SEAL/ STAMP**

NAME: …………………………….

SIGNATURE: …………………………….

POSTAL ADDRESS: …………………………….

QUALIFICATION: **DIRECTOR/ AUTHORIZED PERSON**

NAME: …………………………….

SIGNATURE: …………………………….

POSTAL ADDRESS: …………………………….

QUALIFICATION: **DIRECTOR/ AUTHORIZED PERSON**