



KENYATTA UNIVERSITY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this . _____
day of . . Two Thousand andbetween
BETWEEN

.....
KENYATTA UNIVERSITY, of P.O BOX 43844-00100 Nairobi (hereinafter to as" ICU" (HEREINAFTER. C ^ T THE Lessor), which expression shall where the context so admits Include Its successors and assigns if the one part/AND. _____(hereinafter called the Lessee) which expression where the first context so admits his personal representatives of the other part.

WHEREAS

1. The Lessor is registered proprietor of ALL THAT piece of land situated in the City of Nairobi in said Republic known as L.R No. 11026/2 comprised in the Grant registered at the Land Registry Nairobi as Number L.R.I 1026/2.
2. The Lessor has erected upon the said piece of land several dwelling houses among many other buildings and facilities for the occupation of the Lessor's members of staff.
3. The Lessor and Lessee continue to be in a contract if employment by virtue if which the Lessor I agreed to grant the Lessee a lease of the house described herein for the term and the rent and wil and subject to the covenants agreements conditions restrictions stipulations and provisions hereinafter contained.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the rent hereinafter reserved and the covenants by the Lessee hereinafter contained the Lessor HEREBY LEASES unto the Lessee.

ALL THAT house described asand more particularly set out in schedule hereto (hereinafter called the Premises) TO BE HELD BY the Lessee for a term of t-wro (2) years commencing c the date set out in the schedule hereto at the monthly rent of Ksh...

..... . payable in an by deduction from the gross monthly earnings of the lessee from the employment by the lessor or by sud other manner as may be agreed in writing between the lessee

and the lessor commencing on the stipulated date in the schedule subject to the following modifications.

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The lessee hereby covenants With the lessor as follows:

- a) To pay rent: hereby reserved the tanner aforesaid, and make a deposit equivalent to one (1) months rent which is refundable less costs of any repairs arising from occupancy .
- b) To monthly all charges for water electricity and telephone in respect of the said premises. Bills accepted must be allowed.
- c) To keep the exterior of the said premises including all doors, windows, locks fastenings and keys and all water taps bath basins internal sanitary apparatus and water tanks (but not so as to make the lessee liable to replace any water tanks (but not so as to make the lessee liable to replace any water tanks (other than electrical apparatus forming part of the internal wiring of the said premises) bells and other lessors fixtures in good and tenable repair and condition (for wear and tear and damage caused by willful neglect or default of the lessee his servants or licences to any portion of the said premises which the lessee is bound to maintain under the covenant on his part hereafter contained (provided that these be in good and tenable repair and condition at the time of signing this lease).
- d) To permit any representative or agent of the lessor (or its agents) to enter the said premises in the ordinary course of this duty and to permit the lessor and its agents with or without workmen and others at all reasonable times to enter upon and view the condition of the said premises PROVIDED ALWAYS that if the lessee shall not within 14 days after service of notice to do so commence and proceed diligently with execution of the repairs and works mentioned in such notice it shall be lawful for the lessor to enter upon the said premises and execute such repairs and works and the cost thereof shall be a debt due from the lessee to the lessor and to forthwith recoverable as rent by action.
- e) To permit the lessor and its agents with or without workmen and others and with all necessary appliances at all times and with prior notice to the lessee to enter upon the said premises.
- i. To execute to the said premises any repairs for which the lessee may not be liable under his covenants herein contained.
- ii. To carry out any alterations additions improvements or renewals.
- iii. To paint or treat the outside of all window frames and the exterior of the said premises in such color and in such times as the lessor may desire.
- f) At determination of the lease hereby created to paint with two coats of good quality paint (in the case of walls and ceilings two coats of good plastic emulsion paint) all the wood iron and other part of the interior of the said premises hereto for or usually painted and to grain varnish white and colour all such parts as have previously been so dealt with the work to be carried

out such contract In such a manner and colours and Lu such specifications the leccor of its agents shall in writing approve (provided that these will be in good and tenantable repair and condition at the time of signing of the lease).

2 To keep the gardens and ground and all fruit and ornamental trees(if any) shrubs bushes therein in good condition and properly tended and cultivated.

h) To enclose all rubbish or garbage as hygienically as possible before placing the same on the same in the garbage bins.

to use the said premises or any part thereof for any other purpose than as a single private residence of the Lessee the members of his family and bona fide of the Lessee.

i) Not to do or permit to be done anything whereby the policy or policies of insurance of the said premises against fire, storm and tempest may become void or voidable or whereby the rate of premium thereon may be increased and forthwith to notify the Lessor of the destruction of or any damage to the premises by fire or tempest and demand to repay to the Lessor all sums paid by or increased premiums and all expenses incurred by it in or about any renewal of such policy or policies tendered necessary by a breach of this covenant and to indemnify the Lessor in respect of the cost of rebuilding or reinstating the said premises in the event of the insurance monies being withheld or partially irrecoverable by reason of any breach of this covenant.

k) Not to transfer, sublet, or with the possession of the said premises or any part thereof without the previous written consent of the Lessor.

t) Not to make any alterations in or additions to the said premises without the previous consent in writing of the Lessor not to cut, main- or injure any of the trees, shrubs except in the ordinary course of gardening not to drive nails screws into the walls, floors or ceilings thereof not to permit any of the aforesaid things to be done.

m) Not to do or permit or suffer to be done upon the said premises anything which in the opinion of the lessor may be or become a nuisance or annoyance to the Lessor may be or become a nuisance of adjoining premises and in particular but without prejudice to the generality of the foregoing not to play any musical instrument or any radio, record players or tape recorder in such a manner as in the opinion of the Lessor to constitute an annoyance to the person aforesaid.

n) Not to do or permit or suffer any act which shall amount to a breach or non observance of any negative restrictive covenant or special condition contained in the instrument under which the Lessor holds the said piece or parcel of land or to which the said piece or parcel of land and improvements

thereon are otherwise subject.

- o) Not to introduce or keep in the said premises any chicken, dogs, ducks or other animal without the previous consent in writing of the Lessor or its agents.
- p) Not to permit any open or internal combustion fire to be burned within the said premises.

To indemnify the Lessor against any negligent actions or willful damages arising out of leakage or

- r) To take every reasonable precaution to ensure that while ants bees or other destructive insects do gain access to the said premises and to notify the Lessor forthwith in the event of any infestation no

- s) During the last two months immediately preceding the determination of the lease to permanent person without notice from the lessor or its agents at reasonable times of the day upon a previous Appointment: not having been made to view the said premises.

- t) To Yield up the said premises at the determination Of the term in good and tenantable repair and condition in accordance with the covenants herein before contained.

3. The lessor hereby covenants with the lessee as follows:

- a) Subject to Clause 2 C hereof to keep the roof main walls and the exterior of the said premises and exterior of the water and sanitary apparatus and the electrical-wiring and

forming part of the electrical circuits of the said in good and tenantable repair and condition and to replace when necessary all water tanks whether external or internal.

- b) To insure and keep insured the said premises from loss or damage by fire storm and tempest in some insurance office with underwriters of repute to the full insurable value thereof and to pay all premiums necessary for that purpose and to apply all moneys received by virtue of such insurance in making good the loss or damage in respects of which the same shall have been received.

- c) Subject to Clause 2 Q)) hereof to pay all rates taxes and outgoing whatsoever which now are or hereafter may become payable in respect of the said premise.

- d) To keep access roads, drives, parking areas, foot paths, street lighting in good and working order and to keep all commercial areas tidy, well maintained and kept.

The lessee paying the rent hereby reserved and observing and performing the several

stipulations herein on his part contained shall peaceably hold and enjoy the premises during the said term without any interruption by the lessor or any rightfully claiming under or in trust for it.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- a) If the rent hereby reserved or any part thereof shall at any time be unpaid for thirty(30) days

- after becoming payable (whether lawfully demanded or not) or if any of the covenants on the part.
- b) If at any time the said premises or any part thereof shall be destroyed or damaged by the fire

storm or tempest so as to be unfit for occupation or use the policy or policies effected by the lessor shall not have been vitiated or payment Of the policy moneys refused in whole or in part in consequence of some act or default of the lessee the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be

- suspended until the said premises shall again be tendered fit for occupation.
- c) The lessor shall not be liable for damage caused by a resulting from or arising out of the default. Of any lessees of the said premises their servants agents or licensees with reference to maintenance or use of any pipes or sanitary water or electrical apparatus therein.
- d) In the event of the lessee leaving the employment of the lessor before the expiry of the term hereby created this lease shall determine forthwith provided that the lessor at its sole discretion may consider a written request of the lessee for the continued occupation of the

premises of to be agreed by the lessor including but limited to the terms of this or parts thereof.

- c) In the event of that the lessor or lessor seeks termination of the lease before the expiry of the hereby created reasons other than those contained, a written notice of not less than three (3) months shall be served on either party.
- f) On the written request of the lease three (3) months before expiration of the term hereby created and if there shall not at the time such request by any existing breach or non observance of any Of the covenants on the part of the lessee to grant to the lessee a lease of covenants for further term of two (2) years from the expiration of this lease at a rent to be agreed by the parties hereto and containing the like covenants and provision as are herein contained with exception of the present covenant for renewal of the lease.
- g) In this lease where the context so admits:
- (1) Words importing the masculine gender only include the feminine gender and better gender.

- (ii) Words importing the singular number only include the plural number where there are two or more persons included in the expression "the lessee" covenants expressed to be made by the lessee shall be deemed to be made by such persons jointly and severally and covenants expressed to be made with the lessee shall be made with lessee shall be deemed to be made with them.

Ant: notice required to be served hereunder shall be in writing and shall be sufficiently served upon the lessee if left addressed to him on the said premises forwarded to him by registered post or left at his last known address in Kenya and shall be sufficiently served upon the lessor if forwarded to it by registered office. A notice sent by post shall be deemed to be given two (2) days after the date of posting thereof.

IN WITNESS WHEREOF this lease has been duly executed the day the day and year first above written.

SIGNED BY on behalf of Kenyatta University
DEPUTY VICE-CHANCELLOR (ADMINISTRATION)

SIGNED by the said lessee

Of in the presence

