



TENANCY AGREEMENT

ON TITLE NO. KABETE/KIBICHIKO/3616

Apartment No.....

Landlord/Landlady's Name:

This Agreement is made this _____ day of ____ 20__ between of
P.O. Box _____, Nairobi (hereinafter known as "THE AGENT") of the one part

AND

....., hereinafter known as "The Tenant" of the second part and
whose details are as follows;

ID/Passport No.: _____

Postal Address: _____ Code _____ City/Town _____

Mobile Number (s): _____

Email: _____

Next of KIN: _____ Relationship: _____ Mobile No: _____

Details of Occupation

Name of Employer / Company _____

Nature of Business: _____

Physical Location: _____

Employer's Mobile number _____

Whereas:

- A. The Landlord is the owner of Apartment No on the Estate known as
The Arc Apartments on Property title number Kabete/Kibichiko/3616 along Getathuru Road,

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Kiambu County ('the Property'), together with fixtures and fittings therein all of which for the purpose of this Agreement are referred to as "The Premises".

B. The Landlord has appointed Crystal Pearl Real Estate to be its agent for purposes of this Tenancy with authority to do all things and execute all documents which the Landlord is authorized to do under the laws of Kenya.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Landlord shall let the Premises with vacant possession and the Tenant shall take the Premises commencing on the day of 20for a period of one (1) year with an option to renew.
2. The agreed rent for the said premises shall be Kshs (Amount in words shillings) per month. The rent shall be payable monthly without any deductions on or before the 5th day of every month directly to the Agent's bank account. A penalty of 5% of the rent payable shall be charged after the 5th day of every month and an additional 5% for every 5 days after the 5th day of every month.
3. There shall be an initial security deposit equivalent to one (1) month's rent of Ksh, (.....). This is non-interest generating amount. THE DEPOSIT WILL NOT BE UTILISED AS RENT FOR THE LAST MONTH'S RENT OR ANY OTHER RENT. The deposit or any balance remaining from the deposit will be refunded to the Tenant after termination of the tenancy period less any assessed damage to the Premises and provided that the Tenant has paid all the outstanding rents.
3. The tenancy Agreement termination notice period shall be one (1) month.
4. The Tenant shall deposit the amount of rent agreed herein to the following bank/Bank M-PESA Details

Pay Bill No:

A/C No:

Amount:

CASH PAYMENTS SHALL NOT BE ACCEPTABLE

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PAYMENT BREAKDOWN

1. 1 Month rent deposit: Kshs
2. 1 Month rent: Kshs

THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

- a) To pay rent on the days and in the manner aforesaid without any deductions whatsoever.
- b) The Tenant hereby agrees to occupy the Premises in the status it is in at the time of commencement of the tenancy return the Premises to the same standard at the time of termination of this tenancy.
- c) The Tenant shall at all times during the tenancy pay all charges in respect of water and electricity. Failure to pay the utilities on time shall lead to this tenancy being terminated.
- d) The tenant shall at all times keep the rental property in a clean, orderly, and safe condition at all times. The tenant agrees not to make excessive noise, nuisance and parting during occupancy and the landlord reserves the right to terminate this agreement of the rental property in the event that any noise or other pollution is heard coming from the tenant's unit.
- e) The Tenant shall at all times during the tenancy keep the interior of the Premises including all doors, windows, sanitary apparatus, bath basins, if any, and shower fittings, electrical wiring apparatus and electric lighting fittings clean and in good working condition (fair wear and tear only excepted) and also make good of any blockage or damage to the drains if caused by the Tenant and to maintain them in the same good order and condition that they were in at the time of occupation.
- f) The Tenant shall pay for the replacement or make good and restore all such articles or fixtures and effects that shall be broken, lost, damaged or destroyed during the tenancy period.
- g) The Tenant shall be responsible for all damages or expenses which are incurred as a result of negligence or willful act on the part of the Tenant and/or occupants to walls, floors, windows, doors and will repair and/or repaint the same.
In addition, after the first month, the tenant is liable for any damages to the electric shower and he/she shall be responsible for the repair expenses which are incurred.
- h) The Tenant shall replace any keys (for the appropriate locks) which are lost or destroyed during the tenancy.
- i) The Tenant shall report to the Landlord any leakage in the internal and external plumbing, water tanks for appropriate remedial action to be undertaken.

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The Tenant should report to the authorized agent any defects which may develop in the Premises to enable immediate steps to be taken to have such defects put in order. Failure to report such defects shall cause the Tenant to be liable for any additional damage due to neglect or failure to take proper and timely action.

j) The Tenant shall not make any structural changes, alterations and or erect any fixtures on the Premises without consent of the Landlord or the Landlord's authorized agent. (Tv and phone antennae can be put up).

k) The Tenant must use the Premises for its initial intended use (residence) and shall not use it for any other unauthorized purpose without the written consent by the Landlord.

l) The Tenant shall not sublet or part with possession of the Premises or any part thereof to any person without the Landlord's or the Landlord's authorized agent's written consent and shall not permit or suffer anything to be done or stored in the Premises which may be or becomes dangerous or a nuisance to the Landlord or the owners or occupiers of adjoining Premises.

m) The Tenant shall permit the Landlord or his/her/its authorized agent with or without workmen and with or without apparatus machinery appliances or materials at all reasonable times of the day and upon reasonable notice to enter upon the Premises and view the state and condition thereof and also to exercise or do any repairs or work there in which the Landlord may deem desirable or necessary.

n) The Tenant shall not do or suffer to be done upon the Premises anything which might have the effect of causing the title of the Landlord to the said Premises to be forfeited.

o) The Tenant shall insure all his/her personal property and the Landlord or the Landlord's agent shall not be liable for any loss or damage so encountered to the Tenant's fixtures and/ or property during the course of the Tenant's tenure.

P) The Tenant shall not keep or permit to be kept on the Premises or any part thereof any pets or domestic animals.

q) The Landlord and Management company shall not be liable for any injury, loss of property or any other damage (economic or non-economic) that shall be suffered by the Tenant or the Tenant's licensees and guests while using the swimming pool or the gym, the common areas, which include, rooftop, front verandahs, balcony, staircase and parking.

The Tenant hereby indemnifies the Landlord and Management Company, their insurers, employees and directors from any action, claims, demands, expenses and any other liability arising from use of the swimming pool and the gym, the common areas, which include, rooftop, front verandahs, balcony, staircase and parking.

THE LANDLORD HEREBY AGREES WITH THE TENANT AS FOLLOWS:

1. The Landlord shall pay land rates, rent and any other land taxes in respect of the Property on which the Premises is erected.
2. The Tenant paying rent hereby reserved and performing and observing all the Agreements and conditions herein contained or implied and on his/her part to be performed and observed shall and may peacefully and quietly and enjoy the said Premises during the tenancy hereby created without any interruption from or by the landlord, the landlord's agent or any person rightfully claiming on his/her/its behalf.
3. The Tenant agrees to allow the Landlord or the authorized agent to enter the Premises one (1) month prior to vacating so as to allow the Landlord or the authorized agent to bring around prospective clients to view the Premises. The Landlord and/or the authorized agent agree to give adequate notice prior to bringing clients to the said Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

FOR THE:

LANDLORD:

Landlord's Agent: Crystal Pearl Real Estate Signature: Date

Stamp/Seal

SIGNED BY THE

TENANT:

Name:

Signature:

Date:

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