

RESIDENTIAL HOUSE LEASE AGREEMENT

This Residential House Lease Agreement ("Lease") is made and effective this 20th of November 2014 by and between **Mwajuma K. Malima** ("Landlord") and **Eliya Tumaini Matemu** ("Tenant").

1. PREMISES

Landlord hereby rents to Tenant and Tenant accepts in its present condition the house at following address: **Them Hill – Plot #0292 – Arusha, Tanzania.**

2. TERM

The term of this Lease shall start on 1st of December 2014, and end on 30th of November 2019.

3. RENT

Tenant agrees to pay, without demand, to Landlord as rent for the House the sum of **850.00 \$ USD** per month, three monthly in advance on the first day of the third calendar month, via direct deposit into Stanbic Bank, Arusha. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term.

4. SECURITY DEPOSIT

Upon execution of this Lease, Tenant deposits with Landlord **1,700.00 \$ USD**, as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, without interest, following the full and faithful performance by Tenant of this Lease. In the event of damage to the House caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair.

5. QUIET ENJOYMENT

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the House.

6. CONDITION OF PREMISES

Landlord and Tenant agree that the "Inspection Report" reflects the condition of the House at the commencement of Tenant's occupancy.

7. ASSIGNMENT AND SUBLETTING

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the House or any part of the House without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

8. DAMAGE TO PREMISES

If the House, or any part of the House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the House is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

9. UTILITIES

Tenant shall be responsible for paying for consumption of water and electricity on the premises. Landlord will provide continuous access to water and electricity. Tenant shall not default on any usage bill issues by a utility provider for usage that was incurred as a direct result of the Tenant's occupation of the premises.

10. MAINTENANCE AND REPAIR

A. Tenant will keep and maintain the House in good and sanitary condition and repair during the term of this Lease.

B. Tenant agrees that no signs shall be placed or painting done on or about the House by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the House, or the failure of any of Landlord's appliances or mechanical systems. Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

11. RIGHT OF INSPECTION

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease provided that 48 hour's notice is given to the Tenant in advance.

12. HOLDOVER BY TENANT

Should Tenant remain in possession of the House with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law.

13. SURRENDER OF PREMISES

At the expiration of the Lease, Tenant shall quit and surrender the House in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

14. **SECURITY**

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the House or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

15. **SEVERABILITY**

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

16. **INSURANCE**

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

17. **BINDING EFFECT**

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

18. **GOVERNING LAW**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the United Republic of Tanzania.

19. **ENTIRE AGREEMENT**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Landlord



Tell: 0754485238

Tenant



Tell: 0784737413