

**TENANCY AGREEMENT**  
**BETWEEN**  
**(LANDLORD)**  
**AND**  
**(TENANT)**

The term of this agreement shall commence on: \_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_ (year) until \_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_ (year). This lease shall automatically self-extend under the same terms and conditions as the initial agreement and shall continue in full force and effect from month - to - month unless and until otherwise terminated.

The parties involved in this agreement involve a company duly incorporated under the laws of Kenya (hereinafter, referred to as the "LANDLORD" expresses his heirs, successor in title and assigns) OF THE FIRST PART]

Company Name: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone No: \_\_\_\_\_

And the "TENANT" (hereinafter, expresses its successor in title heirs, executors, legal personal representatives and assigns) OF THE SECOND PART]

Name: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone No: \_\_\_\_\_

**WHEREAS:**

- A. The Landlord is the owner of the property (property type, property details, such as number of rooms and address) (hereinafter, referred to as "Demised Premises").
- B. The Landlord has agreed to let all the "Demised Premises" to the Tenant under the following terms and conditions.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

In consideration of the sum of \_\_\_\_\_ (amount) \_\_\_\_\_ (amount in words) paid by the Tenant to the Landlord, the receipt whereof the Landlord hereby acknowledges. The Landlord hereby lets all the Demised Premises UNTO THE Tenant to HOLD same for a \_\_\_\_\_ period, commencing on \_\_\_\_\_ to \_\_\_\_\_. Legal fee would be 5% of the consideration and Agency will be 10% of the consideration.

THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:

- a. That the Demised Premises shall be strictly for \_\_\_\_\_ use only.
- b. To keep the Demised Premises and all the fixtures and fittings therein in good and tenable state of repair.
- c. Not to make, permit or suffer to be made any structural alterations or additions to the Demised Premises without the prior written consent of the Landlord.
- d. To use the fixtures and fittings of the Demised Premises in a reasonable manner and to be responsible for the replacement of all missing items and all damage caused by the Tenant, his servants and agents excepting those due to ordinary wear and tear.
- e. Not to assign, underlet or part with possession of the Demised Premises or any part thereof without the prior written consent of the Landlord.
- f. Not to do or permit or suffer to be done on the Demised Premises any act or things which shall or may be an annoyance or a nuisance or in any way interfere with the quiet and comfort of the occupier of any adjoining premises.
- g. Not to do any illegal act on the Demised Premises.
- h. To pay the sum of \_\_\_\_\_ (amount)  
\_\_\_\_\_ (amount in words)  
refundable deposit to cover any cost of repairs or damage to the Demised Premises that may be incurred as a result of the Tenant's misuse of the Demised Premises upon the expiration of the term of this Agreement.

**APPLICABLE LAW**

This Agreement shall be construed and interpreted in accordance with the Laws of the Republic of Kenya.

**SEVERABILITY**

The invalidation of any one of the terms, conditions or other provisions herein by judgment or court order shall in no way affect any other terms, conditions and provisions hereof, and the remainder of this Agreement shall remain in full force and effect.

**AMENDMENTS**

This Agreement shall not be changed or supplemented in any way except by properly executed documents signed by a representative or officer duly authorized in writing by each of the Parties hereto.

**NOTICES**

The Parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

**ARBITRATION**

It is hereby agreed and understood that the Parties hereto shall carry out this Agreement in the spirit of mutual co-operation and good faith and that any difference, dispute or controversies shall be resolved and settled amicably among the parties hereto. If, however, amicable settlement shall not be possible, the Parties hereto

agree that all disputes in connection with this Agreement or the execution thereof shall be settled by Arbitration in accordance to the Laws of Kenya. The number of Arbitrators shall be one as agreed by the Parties to this Agreement. The place of arbitration shall be Nairobi, Kenya. The language of the proceedings shall be English. Notwithstanding the above a Party hereto is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator and provided also that the parties expressly reserve the right to appeal the final decision as provided by applicable law.

**IN WITNESS WHEREOF** the parties have hereunto set hands and seal the day and year first above written.

**SIGNED, SEALED AND DELIVERED BY “LANDLORD” AND “TENANT”**

**“LANDLORD”**

Company Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Director Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**SIGNED AND DELIVERED BY**

**“TENANT”**

Tenant's Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date of signature: \_\_\_\_\_

**IN THE PRESENCE OF A “WITNESS”**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature: \_\_\_\_\_