**LEASE AGREEMENT**

This Agreement is made on the ….. Day of (month), (20..) BETWEEN the Party described at Item 1 of the Schedule (hereinafter called “the Landlord”) of the ONE PART and the Party described at item 2 of the Schedule (hereinafter called “the Tenant”).

 **WHEREAS**

1. The Landlord is registered as the proprietor of the land more particularly described at Item 3 of the Schedule (hereinafter called “the Premises”).

2. The Landlord has agreed to lease the premises together with (appliances, fixtures and furniture) to the Tenant for a period two (2) years, with an option to renew, upon the terms and conditions hereinafter contained except that any increase in the rent in the beginning of year three (3), shall be discussed and mutually agreed upon by the parties to this here lease agreement.

 **NOW THIS INSTRUMENT WITNESSETH**

1. **TERM**

 In consideration of the rent hereinafter mentioned and the covenants and agreements herein contained, the Landlord hereby leases the premises to the Tenant for a term of two (2) years commencing on the date set out at Item 4 of the Schedule hereof (“Commencement Date”). And shall expire on the \_\_\_th day \_\_\_\_\_\_\_of 2017

2. **THE RENT**

 The rent shall be the amount set forth in Item 5 of the Schedule hereof and shall be paid one month in advance on the —— day of each month.

3. **TENANT’S COVENANTS**

 **The Tenant’s covenants with the Landlord are as follows**:-

A. To punctually pay the rent on the days and in the manner aforesaid

B. To punctually pay all charges for electric current, water, cable and telephone.

C. Not to cause or permit any damage to be done to the premises.

D. To make good any damage done to the premises by reason of the act or default of the Tenant, its servants, agents or invitees or their respective domestic pets and for the purposes hereof, it is expressly agreed that any damage occurring to the premises during the term shall be presumed to be done by the Tenant unless he can prove otherwise. Any damage by fire, hurricane, earthquake or any other act of God or the Country’s enemies or riot, civil commotion or fair wear and tear accepted.

E. Not to assign, sublet or part with possession of the premises or any part thereof without the Landlord’s prior consent in writing.

F. To deliver up the premises upon expiry of this lease in the same good order and condition as same now are except for fair wear and tear, damage by fire, hurricane, earthquake or any other act of God, or the Country’s enemies or riot, civil commotion.

G. To use the Premises only for private dwelling.

1. Not to do, permit or suffer to be done anything which may result in a breach of any restrictive covenant affecting the premises or which may be or become a nuisance or annoyance to the owners or occupiers of any adjoining premises.
2. Not to do, permit or suffer to be done by the members of its household or by its servants, agents or invitees in the premises or anywhere else in the property of which the premises forms a part, anything whereby any policy or policies of insurance affecting the buildings thereon may be adversely affected or render void or voidable or where the premises payable in respect thereof may be increased or which will create any breach of the restrictive covenants endorsed on the Certificate of Title to the premises or the common area surrounding same.

J. Not to make any addition nor alteration to the premises without the permission in writing of the Landlord first had and obtained.

K. To permit the Landlord or his agents with or without workmen or others at all reasonable times during the hours of daylight to enter upon the premises or any part thereof, after giving three (3) clear days’ notice, to view the state and condition thereof and with reasonable dispatch remedy any defects or breaches of the Tenant’s covenants found upon such inspection.

4. **LANDLORD’S COVENANT**

 **The Landlord hereby covenants with the Tenant as follows:-**

A. That the Tenant paying the rent hereby reserved and performing and observing the covenants on its part herein contained shall peacefully hold and enjoy the premises during the term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

B. To execute all structural repairs both interior and exterior to walls, roof, floors provided that any damage done is not due to any act by the Tenant or its servants or agents on the premises, but the Landlord shall not be liable to effect minor service repairs to the sanitary fixtures and fittings and electrical apparatus such as replacement of balls in toilets, clearing minor chokes in toilets or drains, replacement of washers and fixing of blown fuses in the electrical system to the sum of US $100.00 per repair.

C. To pay all property taxes payable in respect of the premises.

 **It is hereby agreed and declared as follows:-**

A. **NOTICES** - Any notice under this Agreement shall be in writing. Any notice to the Tenant shall be sufficiently served if left addressed to the Tenant or sent to the Tenant at the premises and any notice to the Landlord shall be sufficiently served if sent to the Landlord by pre-paid registered post address to the Landlord at the Landlord’s address herein stated. A noticed sent by post shall be deemed to be delivered on the third day after the day of posting. Either party may by notice as aforesaid substitute a different address for the serving of notices. This agreement may be terminated by either party giving two (2) months notice in writing or by the tenant paying two (2) months’ rent to the Landlord in lieu of notice.

B. **DEPOSIT -** Tenant will pay two months’ (2) month’s rent as a security deposit on the execution hereof**.** At the expiration of the tenancy provided that there is no damage or loss of fixtures and no outstanding utility bills the deposit will be refunded in full within one month of such date. If there are outstanding utility bills or damage as a result of any act by the Tenant or its servants or agents, then the appropriate deduction will be taken from this deposit and the balance refunded. It is hereby expressly understood and agreed that the said security deposit shall **NOT** be applied by the tenant in satisfaction of any installments of rental due to the Landlord at the expiration or sooner determination of this agreement.

.

C. **RE-ENTRY** - If the said rent or any part thereof shall at any time be in arrears and unpaid (whether formally demanded or not) for the period of fourteen (14) days after the due date or if there shall be any breach or non-observance of any of the covenants contained or implied in this Agreement on the Tenant’s part to be performed or observed, then in any one or more of such events it shall be lawful for the Landlord or any person or persons duly authorized by the Landlord in that behalf to re-enter upon the premises or any part thereof in the name of the whole and thereupon the term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of any of the covenants conditions or agreements by the Tenant herein contained or implied.

1. **DAMAGE TO OR DESTRUCTION OF PREMISES** - Should the premises become substantially unfit for occupation due to destruction or damage of the same or the fixture therein, the tenancy shall terminate from the date of such destruction or damage and rent shall cease as from the same date; if the premises or fixtures are damaged, but not to an extent to render the same wholly or substantially unfit for occupation or use then the rent shall abate proportionately to the damage done until the same shall have been repaired by the Landlord provided however that the rent shall not cease or abate in any case where damage or destruction shall have resulted from any act or default of the tenant, the tenant’s servants, agents, licensee or invitees or their respective pets nor where the policy of insurance effected by the Landlord against any loss arising from such damage or destruction shall have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the tenant or the persons aforesaid; and provided further that in the event of the Landlord’s failure to remedy damage other than such for which the Tenant is responsible within three (3) months the tenant may terminate this lease forthwith and shall be liable for rent only up to the date of determination computed as accruing from day to day. Failing agreement by the parties as to any cesser or abatement of rent as aforesaid, this lease shall forthwith determine.
2. **DIPLOMATIC CLAUSE**

The Landlord hereby agrees that should the Tenant be transferred from his posting in Kingston Jamaica or the diplomatic mission be closed, on presentation of a written thirty (30) days notice of this intention, the term of the said Lease will be determined. In lieu of notice the Tenant shall pay the equivalent of one (1) month’s rent to the Landlord.

## SCHEDULE

1. **Landlord**

 Mr. (your name)

 (your address )

 Kingston 11

2. **Tenant**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (tenant’s name)

 (tenant’s work address )

 Kingston 6

3. **Leased Premises**

 (address of lease premises)

 Cherry Gardens

 Kingston 8

1. **Commencement Date**

The \_\_\_\_ day of December 2021

1. **The Rent**

Two thousand eight hundred dollars ($2,800.00)

SIGNED BY THE LANDLORD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: LANDLORD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WITNESS

SIGNED BY THE TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of: TENANT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WITNESS