**OFFICE LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and effective this **Date** by and between:

**Landlord Name,** represented by Name, Title ("Landlord"), with offices located at Full Address, contact number: Tel. Number,

and

**Catholic Relief Services** **Country Program**, represented by Name, Select: ("Tenant"), with offices located at Full Address, contact number: Tel. Number.

**articles of agreement**

1. **PREMISES**: Landlord hereby rents to Tenant and Tenant accepts in its present condition the facility at following address: **Full Address of Facility** (the "Premises").

2. **TERM**: The term of this Lease shall start on **Start Date** and end on **End Date.** In the event that Landlord is unable to provide the Premises on the exact start date, then Landlord shall provide the Premises as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Premises.

3. **RENT**:

A. Tenant agrees to pay by , without demand, to Landlord as rent for the Premises, the sum of **Rental Amount** per  in advance on or by the  of , at **Full Address for Rent Payments**, or at other location as Landlord and Tenant may mutually agree upon.

B. Rent will be pro-rated if the term does not start on the first day of the month, or for any other partial month of the term.

C. Tax payments (normally Number% of the value of the monthly rental fee, or Currency and amount) will be  by Tenant, but represents an integral part of the total rental amount.  bears the entire responsibility for paying any and all taxes due on the property to the local taxing authorities, and agrees to provide photocopies of all tax invoice, payment and other related documents to the other party.

4. **SECURITY DEPOSIT**: Upon execution of this Lease, Tenant deposits with Landlord **Currency and Security Deposit Amount in numbers (Currency and Security Deposit Amount written out)** by 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 Premises caused by Tenant or Tenant's agents or visitors, Landlord may request Tenant approval to use funds from the deposit to repair the Premises.

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 of the Premises.

6. **USE OF PREMISES**:

A. The Premises and yard shall be used and occupied by Tenant primarily as an administrative and directorial workplace.

B. When the situation necessitates, Tenant agents and guests may use the Premises as a residence.

C. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and commercial associations, if any, with respect to the Premises.

7. **NUMBER OF OCCUPANTS**: Tenant agrees that the Premises shall be occupied by no more than **Total Estimated Number of Employees** employees without the prior written consent of Landlord.

8. **CONDITION OF PREMISES**:

A. Tenant agrees that Tenant has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and in tenantable condition. Any and all improvements required to carry out the business of Tenant shall be approved in advance and in writing by the Landlord and the costs shall be borne entirely by Tenant.

B. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Premises at the commencement of Tenant's occupancy.

9. **ASSIGNMENT AND SUBLETTING**:

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises, 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, shall terminate this Lease.

10. **ALTERATIONS AND IMPROVEMENTS**:

A. Tenant shall make no permanent alterations to the Premises or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, become the property of Landlord and remain at the expiration or earlier termination of this Lease.

11. **DAMAGE TO PREMISES**: If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's employees, agents, or visitors, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is unusable. 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.

12. **DANGEROUS MATERIALS**: Tenant shall not keep or have on or around the Premises any illegal or prohibited article of an unusually dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous. Tenant may keep a minimal amount of fuel and oil on the Premises as a reserve for Tenant vehicles and the operation of back-up power supply generators.

13. **UTILITIES**: Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide **Services Provided by Landlord**. Tenant shall not default on any obligation to a utility provider for utility services at the Premises.

14. **MAINTENANCE AND REPAIR**:

A. Tenant will, at Tenant's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures on the Premises in good order and repair; keep the heating and / or air conditioning units clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's employees, agents, or visitors.

B. Tenant agrees that signs of a non-permanent nature may be placed on or about the Premises 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 Premises, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

D. Except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord will make its best efforts to repair or replace such damaged or defective area, appliance or mechanical system within 48 hours of notification, or within a timeframe negotiated with Tenant. When serious repairs or maintenance is required, Landlord shall inform Tenant of the time required to complete such repairs and / or maintenance, and shall make all efforts to complete the work within the agreed timeframe.

F. Landlord agrees that when Landlord does not respond in good faith to Tenant’s notification, or when repairs or maintenance are not completed within the agreed timeframe, Tenant may contract and pay for the repair or maintenance services, and that such payments shall be deducted from the following lease payment. Landlord also agrees that Tenant may include an administrative fee of 10% of the value of the repair and maintenance service contract or US $100, whichever is more.

15. **ANIMALS**: Tenant may keep a limited number of domestic animals in or about the Residence without the prior written consent of Landlord. If Landlord does not agree to allow domestic animals at the Residence, written notification shall be made to Tenant as an addendum to this Lease.

16. **RIGHT OF INSPECTION**: Landlord and Landlord's agents shall have the right at all reasonable times, and by giving Tenant hours prior notice, during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the Premises and/or making any repairs to the Premises or other item as required under this Lease. Landlord shall indemnify and hold Tenant and its employees harmless for any injury affecting third parties entering the Premises upon invitation of the Landlord.

17. **DISPLAY OF SIGNS**: During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises, and enter to show the Premises to prospective purchasers or tenants.

18. **HOLDOVER BY TENANT**: Should Tenant remain in possession of the Premises 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 notice by either party or longer notice if required by law. If Tenant illegally holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Premises.

19. **SURRENDER OF PREMISES**:

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

B. Prior to Tenant’s surrender of the Premises, the Landlord and Tenant shall jointly inspect the Premises. The Tenant agrees to making any necessary repairs as per the terms of section 14.A. above.

20. **FORFEITURE OF SECURITY DEPOSIT – DEFAULT**: It is understood and agreed that Tenant may, with Landlord’s written consent, apply or deduct a portion of any security deposit from the last or any month's rent or use, but may not otherwise apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to obtain Landlord’s written approval in advance for application of deposit to payment of rent, such security deposit shall be forfeited and Landlord may pursue any remedy available at law, equity or otherwise to recover the rent due as if any such deposit had not been applied or deducted from the rent due.

21. **ABANDONMENT**: If during the term of this Lease, except as proscribed in section 22 below, Tenant abandons the Premises or any of Tenant's personal property in or about the Premises, Landlord shall have the following rights:

1. Landlord may presume that Tenant has abandoned the Premises if Tenant removes substantially all of Tenant's furnishings from the Premises, if the Premises is unoccupied for a period of  consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that Tenant has abandoned the Premises.
2. Landlord shall make all possible attempts to confirm abandonment of the Premises with Tenant, and shall duly document such attempts.
3. Landlord may, at Landlord's option, enter the Premises by any means without liability to Tenant for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting.
4. Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting.
5. Landlord may dispose of any of Tenant's abandoned property as Landlord deems appropriate, without liability to Tenant.

22. **RISKS / FORCE MAJEURE:**

1. Except for failure to pay any sum that has become due, neither party shall bear responsibility for the complete or partial non-fulfillment of any of its obligations in the case of Force Majeure, as may be defined by the Government of Country. It is also agreed that the following will be contractually considered to be cases of Force Majeure: acts of God, strikes, acts of war, riots, civil unrest, natural disasters or acts of government, or other circumstances beyond the parties’ control. Any such act impacting upon the terms of this Lease shall be communicated by the affected party with knowledge of such act to the other Party in writing as soon as practicable.
2. Should circumstances causing Force Majeure be of a temporary nature and not cause any hindrance to either Party to fulfill the provisions of this Lease, then the affected party shall complete the performance of its obligations under this Lease.
3. In the case of Force Majeure, the Landlord shall not obligate Tenant to pay any penalty or penalties to the Landlord or any third party for losses incurred (material or financial) at, or damage done to the Premises during the period of the Force Majeure.
4. Should the Government of Country expel Tenant from the country, for whatever reason, this Lease shall immediately become void, and the Landlord shall not obligate Tenant to pay any penalty or penalties to the Landlord or any third party for losses incurred (material or financial).

23. **SECURITY**: Tenant acknowledges that Landlord does not provide a security alarm system or any security services for the Premises 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.

24. **INSURANCE**: Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's personal property – i.e., of CRS or its employees – nor shall Landlord be responsible for any loss of Tenant's personal property by theft, fire, acts of God, or otherwise.

25. **EARLY TERMINATION:**

A. This Lease may be terminated with prior written notice to be given by one party to the other.

B. In the event of early termination of this Lease as stipulated in section 25.A. above, and once the Premises has been inspected as per the terms of section 19.B. above, the Landlord shall refund the Tenant any unutilized portion of rent paid in advance along with the balance of any Security Deposit.

26. **DISPUTE RESOLUTION:** Conflicts related to the execution or interpretation of this Lease shall be settled amicably whenever possible. Should the parties be unable to reach an amicable agreement, disputes and contentions will be brought before local legal authorities.

27. **GOVERNING LAW:** It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Country.

28. **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 in writing with such amendments signed by both Landlord and Tenant.

29. **NOTICES**: Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed this **Date of** **, 20**.

**For: Catholic Relief Service For: Landlord[Signature]**

**Name Name**

 **Title**

**Signature Signature**

**Witness Name Witness Name**

**Signature Signature**