**RESIDENTIAL LEASE AGREEMENT**

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

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

and

**Catholic Relief Services** **Country** , represented by Name, ("Tenant"), bearer of ID Type and Number, 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 Residence at following address: **Full Legal Address of Residence** (the "Residence").

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 Residence on the exact start date, then Landlord shall provide the Residence 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 Residence.

3. **RENT**:

A. Tenant agrees to pay , without demand, to Landlord as rent for the Residence, the sum of **Monthly Rental Amount** per month in advance on or by the  of each calendar month, 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.  bears the entire responsibility for paying to the relevant legal taxing authorities any and all taxes due on the property. Such taxes are an integral part of the agreed total monthly rental amount. The agrees to provide photocopies of tax payments to the to document their files.

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)** 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 Residence caused by Tenant or Tenant's family, agents or visitors, but excluding normal wear and tear, Landlord may request Tenant approval to use funds from the deposit to repair the Residence.

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 Residence.

6. **USE OF PREMISES**:

A. The Residence shall be used and occupied by Tenant exclusively as a private residence. Neither the Residence nor any part of the Residence or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence.

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

7. **CONDITION OF PREMISES**:

A. Tenant agrees that Tenant has examined the Residence, 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.

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 Residence at the commencement of Tenant's occupancy.

8. **ASSIGNMENT AND SUBLETTING**:

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

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

C. Tenant may replace the residents of the Residence as per Tenant’s discretion, but shall notify Landlord in writing in advance of such change of residents.

9. **ALTERATIONS AND IMPROVEMENTS**:

A. Tenant shall make no permanent structural alterations to the Residence, nor construct any building, nor make other permanent improvements without the prior written consent of Landlord.

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

10. **DAMAGE TO PREMISES**: If the Residence, or any part of the Residence, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agents, or visitors, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Residence is uninhabitable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be pro-rated up to the time of the damage.

11. **DANGEROUS MATERIALS**: Tenant shall not keep or have on or around the Residence any article or thing of a prohibited or illegal nature including dangerous, inflammable, or explosive materials that might unreasonably increase the danger of fire on or around the Residence or that might be considered hazardous. Tenant may keep a supply of fuel and oil on the premises sufficient to serve as a reserve for Tenant vehicles and the operation of a generator.

12. **UTILITIES**:

A. Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide **Services Provided by Landlord**.

B. Tenant shall pay the costs of cooking gas, cable TV, and Internet used in the Residence.

C. Tenant shall not default on any obligation to a utility provider(s) for utility services at the Residence.

13. **MAINTENANCE AND REPAIR**:

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

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

C. When Residence is permanently occupied by Tenant for an extended period, Landlord shall, at Landlord’s sole expense, contract the external repainting of the Residence. Repainting shall be done a minimum of once every  years from the date of signature of this Lease.

D. Tenant agrees to promptly notify Landlord of any damage to, defect in or destruction of the Residence, or the failure of any of Landlord's appliances or mechanical systems.

E. 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  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 , whichever is more, to the deduction from rent.

14. **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.

15. **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 Residence 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 Residence upon invitation of the Landlord.

16. **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 Residence, and enter to show the Residence to prospective purchasers or tenants.

17. **HOLDOVER BY TENANT**: Should Tenant remain in possession of the Residence with the consent of Landlord after the expiration of the Term of this Lease, and a new Lease or lease extension has not been signed by both parties, then 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  days notice by either party or longer notice if required by law, or upon creation and signing of a new Lease by both parties.

18. **SURRENDER OF PREMISES**:

A. At the expiration of this Lease, Tenant shall quit and surrender the Residence in as good a condition as it was 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 Residence. The Tenant agrees to making any necessary repairs as per the terms of section 13.A. above.

19. **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.

20. **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 CRS 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 Residence 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).

21. **SECURITY**: Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Residence 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.

22. **INSURANCE**:

A. Landlord is responsible for insuring the Residence against damage caused by fire, flooding, war, civil unrest, etc., and for other damage attributable to Force Majeure as listed in section 20.A.

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

23. **EARLY TERMINATION:**

A. Tenant may terminate this Lease with  prior written notice given to the Landlord.

B. In the event of early termination of this Lease as stipulated in section 23.A. above, and once the Residence has been inspected as per the terms of section 18.B. above, the Landlord shall refund the Tenant any unutilized portion of rent paid in advance along with the balance of any Security Deposit.

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

25. **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.

26. **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 Residence and if to Landlord, at the address for payment of rent.

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

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

**For: Catholic Relief Service For: Landlord**

**Name Name**

 **Title**

**Signature Signature**

**Witness Name Witness Name**

Signature Signature**JOINT INSPECTION CHECKLIST**

**THIS INSPECTION SHALL BE COMPLETED PRIOR TO INITIAL OCCUPANCY**

**AND UPON DELIVERY OF POSSESSION**

LANDLORD: **Landlord** TENANT: **CRS** **east africa**

PREMISES: **Complete Address of Residence**

DATE OF POSSESSION: **12 September 2008**

CONDITION OF PREMISES: CL - Clean ND - No Damage DAM - Damage Noted Below C - Checkout

**LIVING ROOM** CL ND DAM C **MASTER** **BATH**  CL ND DAM C

Main entry door & hardware ( ) ( ) ( ) ( ) Door(s) ( ) ( ) ( ) ( )

Walls & baseboards ( ) ( ) ( ) ( ) Walls & baseboards ( ) ( ) ( ) ( )

Floor/parquet/tiles/carpet ( ) ( ) ( ) ( ) Sink / counters ( ) ( ) ( ) ( )

Drapes, rods, hooks ( ) ( ) ( ) ( ) Cabinets / mirrors ( ) ( ) ( ) ( )

Interior doors & hardware ( ) ( ) ( ) ( ) Toilet ( ) ( ) ( ) ( )

Coat closet ( ) ( ) ( ) ( ) Bathtub / shower ( ) ( ) ( ) ( )

Windows/screens/hardware ( ) ( ) ( ) ( ) Windows/screens/hardware ( ) ( ) ( ) ( )

 Light fixtures ( ) ( ) ( ) ( )

**DINING ROOM** Floor/parquet/tiles/carpet ( ) ( ) ( ) ( )

Door(s) (exterior/interior) ( ) ( ) ( ) ( ) Tissue holder/towel bars ( ) ( ) ( ) ( )

Walls & Baseboard ( ) ( ) ( ) ( )

Floor/parquet/tiles/carpet ( ) ( ) ( ) ( ) **BATH - 2**

Light Fixture ( ) ( ) ( ) ( ) Door(s) ( ) ( ) ( ) ( )

Windows/screens/hardware ( ) ( ) ( ) ( ) Windows/screens/hardware ( ) ( ) ( ) ( )

 Walls & Baseboard ( ) ( ) ( ) ( )

 Sink/counters ( ) ( ) ( ) ( )

**KITCHEN** Cabinets / Mirrors ( ) ( ) ( ) ( )

Walls & baseboards ( ) ( ) ( ) ( ) Toilet ( ) ( ) ( ) ( )

Light fixtures ( ) ( ) ( ) ( ) Bath Tub / Shower ( ) ( ) ( ) ( )

Cooker ( ) ( ) ( ) ( ) Light Fixtures ( ) ( ) ( ) ( )

Oven ( ) ( ) ( ) ( ) Floor/parquet/tiles/carpet ( ) ( ) ( ) ( )

Drip pan ( ) ( ) ( ) ( ) Tissue Holder/Towel Bars ( ) ( ) ( ) ( )

Broiler pan ( ) ( ) ( ) ( )

Hood, fan & light ( ) ( ) ( ) ( ) **BATH - 3**

Door(s) (exterior/interior) ( ) ( ) ( ) ( ) Door(s) ( ) ( ) ( ) ( )

Windows/screens/hardware ( ) ( ) ( ) ( ) Windows/screens/hardware ( ) ( ) ( ) ( )

Refrigerator ( ) ( ) ( ) ( ) Walls & baseboards ( ) ( ) ( ) ( )

 Sink/counters ( ) ( ) ( ) ( )

Freezer Defrosted ( ) ( ) ( ) ( ) Cabinets/Mirror ( ) ( ) ( ) ( )

Ice trays ( ) ( ) ( ) ( ) Toilet ( ) ( ) ( ) ( )

Ice cube maker ( ) ( ) ( ) ( ) Bath Tub/Shower ( ) ( ) ( ) ( )

Hydrator cover ( ) ( ) ( ) ( ) Light Fixture ( ) ( ) ( ) ( )

Dishwasher ( ) ( ) ( ) ( ) Floor/parquet/tiles/carpet ( ) ( ) ( ) ( )

Cupboards ( ) ( ) ( ) ( ) Tissue Holder/Towel Bars ( ) ( ) ( ) ( )

Drawers & hardware ( ) ( ) ( ) ( )

Sink/counters ( ) ( ) ( ) ( ) **GUEST BEDROOM**

Disposal & stopper ( ) ( ) ( ) ( ) Walls & Baseboards ( ) ( ) ( ) ( )

Floor/parquet/tiles/carpet ( ) ( ) ( ) ( ) Windows & Screens ( ) ( ) ( ) ( )

 Drapes, Rods & Hooks ( ) ( ) ( ) ( )

**HALLS** Light Fixtures ( ) ( ) ( ) ( )

Doors ( ) ( ) ( ) ( ) Floor/parquet/tiles/carpet ( ) ( ) ( ) ( )

Walls & Baseboards ( ) ( ) ( ) ( ) Closets & hardware ( ) ( ) ( ) ( )

Floor/parquet/tiles/carpet ( ) ( ) ( ) ( ) Door(s) (exterior/interior) ( ) ( ) ( ) ( )

Light Fixtures ( ) ( ) ( ) ( ) Electrical outlets ( ) ( ) ( ) ( )

Linen Closets ( ) ( ) ( ) ( )

Furnace Closet(s) ( ) ( ) ( ) ( )

**MASTER BEDROOM** CL ND DAM C **BEDROOM - 3** CL ND DAM C

Walls & baseboards ( ) ( ) ( ) ( ) Walls and baseboards ( ) ( ) ( ) ( )

Windows & screens ( ) ( ) ( ) ( ) Windows & screens ( ) ( ) ( ) ( )

Drapes, rods, hooks ( ) ( ) ( ) ( ) Drapes, rods & hooks ( ) ( ) ( ) ( )

Light fixtures ( ) ( ) ( ) ( ) Light fixtures ( ) ( ) ( ) ( )

Carpet/parquet/tiles ( ) ( ) ( ) ( ) Electrical outlets ( ) ( ) ( ) ( )

Door(s) (exterior/interior) ( ) ( ) ( ) ( ) Door(s) (exterior/interior) ( ) ( ) ( ) ( )

Floor/parquet/tiles/carpet ( ) ( ) ( ) ( ) Floor/parquet/tiles/carpet ( ) ( ) ( ) ( )

Closets & hardware ( ) ( ) ( ) ( ) Closets & hardware ( ) ( ) ( ) ( )

**BEDROOM - 4**  **DEN OR BR – 5**

Walls & baseboards ( ) ( ) ( ) ( ) Walls and baseboards ( ) ( ) ( ) ( )

Windows & screens ( ) ( ) ( ) ( ) Windows & screens ( ) ( ) ( ) ( )

Drapes, rods, hooks ( ) ( ) ( ) ( ) Drapes, rods & hooks ( ) ( ) ( ) ( )

Light fixtures ( ) ( ) ( ) ( ) Light fixtures ( ) ( ) ( ) ( )

Carpet/parquet/tiles ( ) ( ) ( ) ( ) Electrical outlets ( ) ( ) ( ) ( )

Door(s) (exterior/interior) ( ) ( ) ( ) ( ) Door(s) (exterior/interior) ( ) ( ) ( ) ( )

Floor/parquet/tiles/carpet ( ) ( ) ( ) ( ) Floor/parquet/tiles/carpet ( ) ( ) ( ) ( )

Closets & hardware ( ) ( ) ( ) ( ) Closets & hardware ( ) ( ) ( ) ( )

**OTHER WATER HEATERS**

Water pump(s) ( ) ( ) ( ) ( ) Water Heater #1 ( ) ( ) ( ) ( )

Mailbox lock ( ) ( ) ( ) ( ) Water Heater #2 ( ) ( ) ( ) ( )

Electrical/fuse box ( ) ( ) ( ) ( ) Water Heater #3 ( ) ( ) ( ) ( )

Balcony/patio ( ) ( ) ( ) ( ) Water Heater #4 ( ) ( ) ( ) ( )

Storage area(s) ( ) ( ) ( ) ( )

Other ( ) ( ) ( ) ( ) Back Up Generator ( ) ( ) ( ) ( )

**Damage:**

**FURNITURE AND EQUIPMENT INVENTORY (If furniture and equipment is provided by Landlord)**

**LIVING ROOM** No. **DINING AREA** No. **BEDROOMS** No. **KITCHEN** No.

Couches Table Beds Stove

Chairs Chairs Dressers Oven

Lamps Hutch Mirrors Refrigerator

Coffee Tables Sideboard Bookcases Dishwasher

End Tables Table

 Chairs

 Gas Bottle

**OTHER**

The parties acknowledge that the above inspection was made on , and that the conditions of the premises and the inventory of furnishings and appliances is as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

**For CRS For Landlord**