

Dated this 1st day of July 2024

LEASE AGREEMENT

Between

**COLUMBA TARIMO
P.O.BOX 1225
TIN 106-854-424
ARUSHA PLOT NO 687HH THEMI**

And

**BUSH 2 BEACH SAFARIS COMPANY LTD & THE AFRICAN FOOTPRINT
CO LTD
P.O.BOX 11914**



LEASE AGREEMENT

Agreement made this 1st July 2024

Between

COLUMBA TARIMO phone number-P.O.BOX 1225 ARUSHA, (hereinafter to be referred to as the **“LANDLORD”**) of the one Part;

AND

BUSH 2 BEACH SAFARIS COMPANY LTD AND THE AFRICAN FOOTPRINT CO, a registered company whose address is P. O. Box 11914/ Director Passport number....., Tanzanian (hereinafter to be referred to as the **“TENANTS”**) of the other part;

WHEREAS:

The Landlord is the lawful owner of a House located at plot no 687 Block HH Themu Njiro area Arusha. (hereinafter called the **“Demised Premises”**)

AND WHEREAS:

The Landlord is willing to lease to the Tenant the said house, and the Tenant is willing to lease to the same on the terms and conditions hereinafter contained.

IT IS HEREBY AGREED as follows: -

1. That the landlord has leased to the Tenant the said premises for a period of 12-36 calendar months with effect from the 1st July 2024 up to the 30th of June 2027.
2. That the tenant shall pay seven Hundred and Seventh eight thousand only (tshs 778,000/=) as one month rent. The rent is shared by two companies namely Bush 2 Beach Safaris & The African Foot Print. The rent will be paid full three months in advance which is 2,334,000/= and one month as a security deposit making a total 3,034,000/= payment of withholding tax (WHT) shall be arranged by the tenant, of which amount will be directed by TRA. Copy of the TRA Certificate will be shared will be shared with the landlord. The deposit of 700,000 will be refunded at the end of the contract after inspection of the house.

USD Account details:

Beneficiary Bank Name

Beneficiary Account name

Account number

Swift code

Street address

The tenant hereby covenants with the landlord as follows: -

- a) To pay the rent agreed in the manner aforesaid without any deduction.
- b) At all the time during the tenancy to keep the demised premises in good and tenantable repair and condition, (reasonable wear and tear, damage by accidental fire or act of God only to be accepted.
- c) To keep the demised premises including doors, windows, water taps, electricity appliances, and the other fixtures in good and tenantable repair.
- d) Not to cut any tree of plant within or in the vicinity of the premises.
- e) To permit the landlord or his agent at all reasonable time in the day to enter upon and view the condition of the leased premises and to give notice in writing to the landlord of all defects and needs for repair.
- f) Not to install, erect, or cause to be installed or erected on any part of the property any machine or engine without the prior consent on writing of the landlord.
- g) Not to do or permit anything in or upon the leased premises hereof which may be or become a nuisance, annoyance or disturbance to other property in neighbourhood or occupiers hereof.
- h) To keep the demised environment clean and the tenant shall be responsible for maintaining the sewerage system in the demised premises.
- i) At the expiration of the tenancy hereby created and if the tenant does not wish to extend or renew the tenancy shall give up possession of the Demises premises unto the landlord in good repair and clean condition, reasonable wear and tear expected unless there is a renewal in writing of the tenancy.
- j) Not to assign or part with the possession of the lease property or any part thereof.
- k) To buy LUKU (Electricity) and to pay for the water every month. Garbage collection every month and this will be paid direct to the people dealing with the service.
- l) **NOTICE AND RENEWAL:**
Notwithstanding the Lease period stipulated in Clause 1 hereof, in the event that the Lessee wishes to vacate the premises on the date of expiration of the lease the Lessee shall give one calendar month of his intention to do so. Such notice shall be in writing, addressed to the Lessor, and must be received not later than noon on the FIRST day of the period of notice. Should such first day fall on a weekend or Public Holiday, then the notice must be received by the close of business on the preceding working day.
- m) **EARLY TERMINATION OF LEASE:**
In the event that the Lessee wishes to terminate the lease prior to the expiry of the lease period, he may do so provided the Lessee gives a calendar notice. Such notice shall be in writing, addressed to the Lessor, and must be received not later than noon on the FIRST day of the period of notice. Should such first day fall on



a weekend or Public Holiday, then the notice must be received by the close of business on the preceding working day.

THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-

- a) That in the event the Tenant is paying the rent hereby agreed and is performing and observing the covenants and conditions, herein before contained and on the part of the Tenant in performing and observing them, to allow the Tenant to peacefully enjoy the demised premises without the interruption of the landlord or any person lawfully claiming the said status though, under or in trust for him.
- b) To pay all rates, taxes and other out going expenses in respect of the said lease premises.

PROVIDED ALWAYS THAT:

- a) If premises become vacant and so remain for 30 days, without any notice from the Tenant as acknowledged by the landlord, it shall be presumed that the Tenant has abandoned the premises and the Landlord may enter and take immediate possession of the premises.
- b) If the Tenant fails to pay the rent for 30 days after the due date as stipulated above or if the Tenant shall become bankrupt or insolvent or make an assignment for the benefit of creditors the Landlord shall have the right to repossess the premises and to lease the premises to another party without any notice to the Tenant.
- c) If the premise or any part thereof shall at anytime during the tenancy be destroyed or damaged by fire or its walls be severely cracked or in case of any major leakage or such other eventuality that shall render the premises unfit for human habitation the rent thereof shall be suspended until the premises shall again be rendered fit for habitation.

WITNESS WHEREOF the parties hereto have duly executed this agreement on the respective date hereinafter appearing.

Signed and delivered by the said _____) (COLUMBA TARIMO
Our presence this day of2024) (**COLUMBA TARIMO (LANDLORD)**

Witness:

Name: AUGUST A. MBOYA

Address: Box 1225 Arusha

Signature: [Signature]

Designation: A.M. ESTATES

P.O. Box 1225
ARUSHA-TANZANIA

