

STANDARD PEACE CORPS LEASE

LEASE BETWEEN:

PEACE CORPS/

(Lessee)

Address

AND

(Lessor)

Address

RESIDENTIAL LEASE   
OFFICE LEASE   
OTHER

TOTAL LEASE AMOUNT: \$

ACCOUNTING AND APPROPRIATION DATA (Indicate amount obligated):\$

**CLAUSE I. PARTIES**

This contract of lease, made and entered into this day of \_\_\_\_\_ by and between:  
(Lessors's Name) whose address is: (Lessor's Address)

for himself, his heir, executors, administrators, successors and assigns, hereinafter referred to as LESSOR;  
and the UNITED STATES PEACE CORPS, a U.S. Government agency represented by its Contracting  
Officer, (name) whose address is: (Peace Corps Address)  
hereinafter referred to as LESSEE.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

**CLAUSE II. DESCRIPTION OF PREMISES**

The Lessor hereby leases to the Lessee the following described premises; viz:

(At this point a complete description of the premises including the rooms within the main building and a mention of any out buildings should be made. Further, the size of the land upon which the buildings rest and complete address or description of the geographical position in relation to roads and other landmarks should be inserted.)

This property is to be used as a (Office, residence) and for such other purposes as the Lessee may desire. This lease cancels all other agreements heretofore entered into by the said parties relating in any way to the said premises described.

### **CLAUSE III. LEASE PERIOD**

This contract of lease shall be for a period of \_\_\_\_\_ year(s)/month(s) beginning from the date the Lessee accepts the premises as being ready for occupancy. Such acceptance shall be in writing and shall be given to the Lessor within ten days after the receipt of the Lessor's written notification that the premises are ready for occupancy, provided that the Lessee is satisfied that the Lessor has complied with the terms and conditions of this contract. If the Lessee is not satisfied, the Lessor shall be notified within the aforesaid period of ten days and acceptance shall not be made until the Lessor has fulfilled the requirements of this contract. The written acceptance shall become Appendix "A" and an integral part of this lease, will establish the date of the occupancy, and shall establish the date the said lease period begins.

### **CLAUSE IV. RENEWAL OF LEASE**

This lease is renewable at the unilateral option of the Lessee and subject to the availability of funds under the same terms and conditions set forth herein upon expiration for \_\_\_\_\_ further one-year periods provided notice be given in writing to the Lessor at least one month (30 days) before this lease would expire. (If renewal is not to be under the same terms and conditions, specify renewal terms by modifying the clause.)

### **CLAUSE V. LEASE PAYMENTS**

The Lessee shall pay the Lessor for the premises rented as set forth herein, in accordance with the following provisions:

(Specify amount, period and time of payment)

### **CLAUSE VI. TERMINATION OF LEASE**

It is further understood and agreed that in case the Lessee decides, for any reason, to terminate the rights acquired under this agreement, he/she may terminate the lease by giving written notice to the Lessor, thirty (30) days prior to termination, of his/her intent to surrender both the property and his/her rights under this agreement. In case of termination for any reason and providing written notice is given in accordance with the terms of the lease, the Lessor agrees that he/she has no right to any payment other than for rentals to the date the Lessee surrenders the premises, and the Lessor agrees to make a pro rata refund, no later than thirty (30) days after termination, of any rent payments made for periods beyond the date the Lessee surrenders the premises.

### **CLAUSE VII. LESSOR SUCCESSORS AND ASSIGNS**

It is agreed and understood that in the event the Lessor sells or in any way terminates his/her ownership of said premises, the terms of this contract of lease are binding until expiration and that any transfer of title is subject to all lease terms. The Lessor will provide the Lessee with thirty (30) days advance notice of any intent to transfer ownership and shall provide a written statement signed by the individual, firm or institution assuming ownership by acknowledging receipt of a copy of this contract of lease.

### **CLAUSE VIII. SUBLEASE OR ASSIGNMENT**

The Lessee shall have the unrestricted right to sub-lease or assign under this lease the entire premises or portion of the premises covered under this lease during the term of this lease, but if the Lessee exercises this right, he/she will notify the Lessor in writing before sub-leasing the entire premises or a portion of the premises.

## **CLAUSE IX. TAXES AND UTILITIES**

Lessor accepts full and sole responsibility for the payment of all taxes and for any charges of public nature which are or may be assessed against the property of which the premises covered by this lease form part; and the Lessor shall be responsible for the connection of electricity and water to the building including payment of any fees imposed by Municipal authorities for such connections. The Lessee shall be responsible for the payment of all electricity and water consumed on the premises from the date the property is accepted for occupancy until the termination of this lease and any extensions thereof.

## **CLAUSE X. STAMP DUTIES AND REGISTRATION FEES**

The stamp duties, registration fees, or any charges of a public nature associated with this lease shall be paid by the Lessor.

## **CLAUSE XI. MAINTENANCE AND REPAIRS**

The Lessor shall, unless hereinafter specified to the contrary, maintain the said premises, including roads, driveways, fences, gates, patios, and walkways on the said property in good and tenantable condition including the maintenance of all foundations, sewage systems, drainage facilities, underpinning, walls, roofs and stairs, i.e. the major structural elements of said premises, and paint the exterior of the premises at intervals of \_\_\_\_\_ years unless conditions warrant earlier attention.

In the event the Lessor fails to maintain the premises in good tenantable condition or if the Lessor fails to carry out required maintenance within ten (10) days after the date of written notice by the Lessee to the Lessor that such maintenance repairs are necessary, the Lessee shall have the right to effect such maintenance repairs and deduct the cost of said repairs from the next rental payment due to the Lessor. The Lessee shall, in addition, reserve the right to make emergency repairs without prior notice to the Lessor, and the cost of such repairs are to be deducted from the Lessee's next payment. For the purpose of this use, "emergency repairs" will constitute those repairs made to prevent destruction or damage to property, danger of personal injury and conditions the Lessee believes to be a hazard to health or of serious inconvenience to the occupant. Emergency repairs shall consist of, but not be limited to, leaking water from pipes or fixtures, leaking roofs, defective sewage lines and cesspools, and defective electrical wiring fixtures.

It will be the responsibility of the Lessor to keep the Lessee advised of his/her current address at all times. Failure to do so or temporary unavailability of the Lessor will not be considered sufficient reason for non receipt of correspondence and subsequent non-compliance with written requests. The Lessor accepts all responsibility in connection with property damage resulting from structural defects in the premises leased or arising from the Lessor's negligent failure to carry out these repairs for which he/she is obligated under this lease.

For the purpose of maintaining the premises, the Lessor reserves the right to enter the premises at reasonable times in order to inspect the premises and make any necessary repairs.

## **CLAUSE XII. ALTERATIONS AND ADDITIONS**

The Lessee shall have the right, during the existence of this lease, to make alterations, attach fixtures, including air-conditioners, and erect additions, structures, and signs in or upon the premises hereby leased and particularly to affix flag-staff, office/residence signs and insignia outside the building on such part of the premises leased (provided such alterations, additions, structures or signs shall not be detrimental to or in the building in which said premises are located). Fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed by the Lessee prior to the termination of this lease, or within fifteen days after the lease is terminated; and the

Lessee, if required by the Lessor, shall restore the premises to the same condition as that existing wear and tear and damage by the elements and failure of the Lessor to maintain the premises in accordance with this contract, or by circumstances over which the Lessee has no control, excepted; however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee thirty (30) days before the termination of the lease, and the Lessee shall have a period extending to fifteen (15) days after the termination date of the lease in which to perform such restoration work.

Such restoration by the Lessee shall not include interior or exterior painting, repair of structural defects or deterioration of electrical and plumbing facilities, sewage, hot and cold water system, fencing, gates, roads, driveways, walkways, drainage systems or landscaping, except in case of damage arising from the act or negligence of the Lessee and his agents or employees.

### **CLAUSE XIII. INSPECTION**

The Lessor reserves the right at reasonable times to enter and inspect the premises, or for any purpose deemed necessary, for the operation or maintenance of the building(s) or installations, and during the last two months of the term of the lease, to exhibit the leased premises to prospective tenants.

### **CLAUSE XIV. RESPONSIBILITIES**

A. The Lessor agrees to have the premises in good tenantable condition prior to entry into force of this lease.

It is further agreed that the Lessor shall complete to the satisfaction of the Lessee the following described alterations, renovations, installations and repairs prior to  
(date)

1. (List Repairs, Installations, etc.)
- 2.
- 3.

In the event that the Lessor fails to complete, to the satisfaction of the Lessee, the items listed above, the Lessee may, at his or her option, cancel this lease by written notice to the Lessor may allow the Lessor additional time to meet the requirements of the contract. If additional time is extended and occupancy is delayed, the lease period will commence on the date that the occupancy is accepted by the Lessee.

B. The Lessor shall furnish the Lessee during the occupancy of said premises under the terms of this lease, as part of the rental consideration:

1. Free and unrestricted access to the premises at all times.
2. Waterproof premises, particularly roof, walls and windows.
3. Satisfactory sewerage facilities for the entire premises leased.
4. (List additional items such as heat, furnishings, fixtures, as applicable).

### **CLAUSE XV. PARTIAL OR COMPLETE DESTRUCTION OF PREMISES**

If any part of the premises shall be destroyed by fire, earthquake, war, civil disturbance or other casualty, this lease shall immediately terminate in the case of total destruction, or may be terminated by the Lessee in the event of partial destruction upon giving written notice to the Lessor within twenty (20) days after such casualty. In event the Lessee elects to remain in the premises which are partially untenable, a proportionate reduction of the rental payment shall be allowed, and in the event of total or partial damage of this type to this property preventing full use of said property, the Lessor is to refund to Lessee any unused portion of any advanced rental payment. Should civil commotion, disorder, public unrest, lack of police protection, riots, military and other actions create conditions or tensions deemed by the Lessee to

make the premises unsafe for occupancy, he/she may terminate the lease without redress whatsoever on the part of the Lessor. Rental payments to accrue to Lessor up to the date of termination by Lessee.

#### **CLAUSE XVI. AMENDMENTS**

No change, variation, modification, amendment or renewal of the terms and conditions set forth herein shall be valid unless made in writing.

#### **CLAUSE XVII. LESSOR AUTHORITY**

The Lessor represents and warrants that he/she is fully empowered to make this lease, and that he/she will hold the Lessee free and harmless of any demands, claims, actions, or proceedings by others in respect of quiet possession of the premises.

#### **CLAUSE XVIII. LESSEE RESTRICTIONS**

The Lessee agrees not to bring into or store in the lease premises any highly flammable or explosive substance, or any other article which the Lessor may reasonably prohibit, without the express consent of the Lessor, or to install and operate any equipment, machinery or apparatus or to conduct its business in such a way as to create fire hazards.

#### **CLAUSE XIX. BREACH**

In the event the Lessor fails to fulfill any of the conditions of this lease and where this lease specifically provides no other remedy for such failure, the Lessee is entitled to terminate this lease without previous notice or at his/her option to take any measure which he/she may deem necessary to establish the conditions contemplated by this agreement and at the entire expense of the Lessor.

#### **CLAUSE XX. NON-WAIVER**

The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said Lessor or Lessee may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions and covenants herein obtained, which shall be deemed in full force and effect. No waiver by the Lessor or Lessee shall be deemed to have been made unless expressed in writing and signed by the Lessor or Lessee.

#### **CLAUSE XXI. HOLDING OVER**

If the Lessee shall hold over the term herein created, such holding over shall be construed as a tenancy from month to month, upon the rental herein stated.

#### **CLAUSE XXII. NOTICE**

Any notice to the Lessee hereunder shall be delivered or mailed by registered mail to the Lessee or by personal delivery at the leased premises, or such other address as the Lessee may designate by notice in writing to the Lessor; and any notice to be given to the Lessor hereunder shall be delivered or mailed by registered mail to the Lessor at; rental payments payable to the Lessor hereunder shall be paid at the same address.

#### **CLAUSE XXIII. TRANSLATION**

The English version of this contract of lease is to be preferred for interpretation thereof at all time.

**CLAUSE XXIV. RELATIONSHIP**

It is understood that the only relationship between Lessor and Lessee, hereunder or otherwise, is that of Landlord and Tenant. No other relationship of any kind between said parties is created or intended to be created hereby or otherwise exists.

After the termination of this lease, the Lessor shall have no right to indicate its prior relationship with the Lessee with respect to any of the business or operations of the Lessee.

The Lessor warrants that no person or agency has been employed or retained to solicit or secure this lease contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee and further warrants that no gratuities (in the form of gifts, entertainments or otherwise were offered to any officer or employee of the United States Government with a view toward the awarding or amending or the making of any determinations with respect to the performing of any requirements of such lease contract. For breach or violation of this warranty, the Lessee shall have the right to annul this lease contract without liability, or in his discretion to deduct from the rent the full amount of such commission, percentage, brokerage or contingent fee.

**CLAUSE XXV. EXAMINATION OF RECORDS**

The Lessor agrees that the Comptroller General of the United States or any of his/her duly authorized representatives shall, until the expiration of three(3) years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of three (3) years after final payment under this lease with the Government, have access and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and set their seals as of the date first above written.

UNITED STATES OF AMERICA  
by WITNESS  
signature  
typed name  
Contracting Officer/Peace Corps

LESSOR(S)  
WITNESS

**(Appendix A to Standard Lease)**

**(Appendix A to Standard Lease)**

**CERTIFICATION OF ACCEPTANCE**

In accordance with Clause No. 3 of Lease No., dated \_\_\_\_\_, pertaining to the property located at \_\_\_\_\_, it is hereby \_\_\_\_\_, and that rent will accrue and be due to the Lessor effective.

In witness thereof both the parties have here unto signed as of the date given below.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_

PEACE CORPS OF THE UNITED STATES OF AMERICA

Agency of the United States of America

(Lessee)

by Director

Peace Corps

(country name)

LESSOR:

by

Page \_\_\_ of \_\_\_ pages  
Lease contract  
No.

**(Addendum to Standard Lease)**

List of furnishings, equipment and installed fixtures supplied by and belonging to the Lessor:

Description of Items	Condition	Location
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It is understood that the Lessor is providing the above list of property/equipment and that such will be held and maintained properly by the Lessee.

The Lessee shall have the right to request in writing that the Lessor remove any of the above installed property not required by the Lessee subject to ten (10) days written notice and it shall be the responsibility of the Lessor to remove such property listed above, not required by the Lessee, and the Lessor shall relieve the Lessee of any responsibility of safekeeping of the property. Removal of permanently installed equipment such as sliding doors, cabinets, water heaters, etc. will require prior written approval of the Lessor and such written approval will relieve the Lessee of any restoration requirements.