



Penguin

— Residence Inn —

A DIVISION OF PENGUIN TRAVELS & RESORTS LTD

SUB-LEASE/TENANCY AGREEMENT

BETWEEN

PENGUIN TRAVELS AND RESORTS LIMITED

AND

CLIENT:

THIS TENANCY AGREEMENT is made this

BETWEEN

PENGUIN TRAVELS AND RESORTS LIMITED of 2, Mbala Street, Wuse Zone 4, Abuja, FCT Nigeria (hereinafter called **“THE LANDLORD”** which expression shall where the context so admits include all persons deriving title under it) of the one part.

AND

.....of.....
.....(hereinafter called **“THE TENANT”** which expression shall where the context so admits include all persons deriving title under it) of the other part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

In consideration of the rent hereinafter reserved and the covenants, conditions and provisions on the part of the Tenant hereinafter contained the Landlord hereby demises **UNTO** the Tenant all that first floor office space only and the appurtenance thereto, situate, lying and being in the main building (hereinafter called **“THE DEMISED PREMISES”**) of and being part of the property known as Penguin Residence Inn at No..... (hereinafter called **“THE BUILDING”**) for a term of 1 (One) year commencing from the yielding and annually the said term of, the net rent of(N.....)

THE TENANT hereby COVENANTS with the Landlord to the intent that the obligations may continue throughout the said term as follows:-

- (a) To use the apartment strictly for **RESIDENTIAL PURPOSE ONLY**
- (b) To abide by the house rules and code of conduct of all residents of the Penguin Residence Inn and shall be responsible for any damages or liabilities that may result thereof from deviation from the given rules and responsibilities
- (c) To abstain from smoking and drinking orgies in our facilities and not engage in house parties and entertainment that will disturb the peace and tranquility of the Estate
- (d) To pay the said reserved annualized rent rate as stipulated in the contract when due and without fail. Failure to meet up with this payment obligation in this contract translates to forfeiture of the right to being given a quit notice upon acceptance and signing of this contract. It is hereby agreed and accepted by both parties that the tenant has waived his or her right to any other quit notice before vacating or being evicted from the property.

- (e) To keep the interior of the said premises, including fixtures and fittings and conveniences now belonging thereof in good and tenable repair and condition, reasonable wear and tear accepted, and at the determination of the tenancy to remove all alterations, repair and redecorate the interior including doors and fixtures thereof.
- (f) To permit the Landlord and or his agents with or without workmen upon given notices at all reasonable times, to enter upon, view and inspect the condition of the said apartment and to carry out any necessary repairs therein, for which they may be responsible as provided for herein.
- (g) Not to assign, sub-let or part with the possession of the said apartment without the consent in writing of the Landlord, such consent not to be unreasonable withheld in case of a reasonable and financially competent company, firm or person.
- (h) Not to do or permit to be done any structural alterations or additions to the Demised apartment without the previous consent of the Landlord.
- (i) Not to erect, mount, fix or install any television satellite disc or radio aerial on or above the apartment without the consent of the Landlord.
- (j) At all times and before or at the expiration of the tenancy herein created, to indemnify the Landlord in respect of any damage caused to the apartment or its environment and in respect of any damage to the interior or contents caused directly by the erection of the aerial, should the aerial for any reason whatsoever act as a lightening conductor, the Tenant shall be responsible for any damage or loss not covered by the Landlord's policy of insurance.
- (k) To keep the common areas inside the building and the surrounding tidy and clean at all times and the water and sanitary appliances thereof in good and tenable repair and condition.
- (l) At the determination of the tenancy, the Tenant shall peaceably yield unto the Landlord the said premises, with all additions thereto (except the Tenant's fixtures) if the Landlord so desires or to reinstate the said apartment to a state of good and tenable repair and condition.
- (m) To pay the Solicitor's fee and disbursements for the preparations, engrossing, stamping and registration of this agreement or other document therewith connected.

THE LANDLORD HEREBY AGREES WITH THE TENANT AS FOLLOWS:-

- (a) That the Tenant paying the rent hereby reserved and performing and observing the covenants and stipulations herein contained on its part, shall peaceably hold and enjoy the apartment during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
- (b) That the Landlord shall provide the basic requirements in a public building as a residential apartment open to the general public such items as

Electricity from Authorized Agency and in the present case which is NEPA, Water, Parking Lot etc. That in the case where any of this is absent and upon provision by tenant, that the cost arising from such expenditure shall be indemnified fully by the land-lord

- (c) To keep the apartment structurally sound, water-tight and the exterior thereof and all additions thereto in good and tenantable repair, this not being extended to repairs made necessary by the act or negligence of the Tenant, its agents, visitors or employees. That the landlord will be responsible for any modification or repair as a result of design and building defect discovered upon commencement of occupation by the tenant.

AND IT IS HEREBY DECLARED AND AGREED THAT:-

If the Tenant shall be desirous of renewing the present tenancy for a further term, and at least 1 (one) month before the expiration of the term hereby granted give notice in writing to the Landlord of such desires, the Landlord may at his discretion if there shall be found no subsisting breach of any tenant's obligation under this agreement, at the cost of Tenant, grant to the Tenant a new tenancy for a further term of years for the said apartment at a rent to be agreed upon between the parties herein to commence from after the expiration of the term of years for the said apartment at a rent to be agreed upon between the parties herein to commence from after the expiration of the term hereby granted.

PROVIDED ALWAYS THAT:

- (a) If the rent hereby reserved or any part thereof shall be in arrears for 6 months after the same shall become due or in the event of any breach of the agreement by the tenant herein contained the Landlord shall re-enter upon the demised and there upon this tenancy shall absolutely determine.
- (b) The tenancy may be determined after the term granted by either party to this agreement giving the other party three months' previous notice in writing, its desire to determine the said tenancy.
- (c) If the tenant shall be desirous of renewing this agreement for a further term from the expiration of the term hereby granted, it shall not be less than three months before the expiration of the term granted give notice in writing to the Landlord of such request then provided that at the time of such request, there shall be not existing a breach or none observance of any of the covenants or provisions on the part of the Tenant herein before contained, the Landlord shall grant to the Tenant a new tenancy of the demised apartment for a further term and at a rent to be agreed upon by the parties hereto.

IN WITNESS whereof the hand and common seal of the parties hereto were hereunto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN-NAMED "LANDLORD"

Landlord

In the presence of:

Signature: _____

Name: _____

Address: _____

Occupation: _____

THE COMMON SEAL OF THE WITHIN-NAMED
"TENANT" IS HEREUNTO AFFIXED

Tenant

In the presence of:

Signature: _____

Name: _____

Address: _____

Occupation: _____