

MEMORANDUM OF AGREEMENT OF LEASE

Made and entered into by and between

Government

(Hereinafter referred to as the Lessor)

Herein represented by -----
being duly authorized thereto

and

(hereinafter called Sublessee or Tenant)

WHEREAS

1.1 The Government is the lessor of certain residential premises situate on lot _____ in _____ (herein after referred to as the leased premises) which the lessor has agreed to let to the lessee who hereby agrees to hire the same subject to terms and conditions herein agreed and recorded as being the contract entered into by the parties.

2.0 COMMENCEMENT AND DURATION

Application

2.1 Notwithstanding the date of the signature hereof this lease/sublease shall commence on _____ and shall continue for a period of three (3) years.

2.2 The lessor or lessee may terminate this lease agreement by giving two (2) calendar months in writing.

Renewal

2.3 The lease, however paying the rent and observing the other terms and conditions of this lease shall have the right to renew this lease for a further period of two (2) years provided the lessee shall have notified the lessor in writing of his intention to renew the lease within three (3) months prior to the expiration of the original period thereof.

3.0 RENTALS

- 3.1 The rentals payable hereunder shall be the sum of P_____ per month payable monthly on or before the thirtieth day of each month.
- 3.2 The sublessee shall cause to be prepared the necessary casualty return, additional information to casualty return and Occupation Certificate to enable the Accountant General to deduct the rent from the sublessee's salary from date of occupation of the premises. No casualty return, however, is required in the case of officers who are rent-free or not paid salary through the Accountant General. Non-public officers shall pay rent direct to the office of the Housing Allocation Authority.
- 3.3 The rent payable by the sublessee shall escalate at rates specified from time to time by Government.
- 3.4 In the event of an increase such increase shall be notified to the lessor by:
 - (i) One month notice in writing through the Permanent Secretary of the Ministry or the Head of Department OR
 - (ii) Publication in National Press and such publication shall be as binding on the sublessee as if given by notice in writing.
 - (iii) It shall be the sublessee's responsibility to ensure that the current rent is recovered at all times and to inform the Housing Allocation Authority in the event that no rent is being recovered from the salary.

4.0 USE

The sublessee shall use the leased premises only for residential purposes of himself/herself and immediate family members. A list of such occupants indicating their names and their relationship to the sublessee shall be attached to this lease agreement.

4.1 **SUBLESSEE OBLIGATIONS**

The sublessee hereby undertakes:

- 4.1 To pay rental due per clause 3.1
- 4.2 Not to assign his interest to the said premises under this sublessee nor underlet the premises or part with possession thereof to any person whomsoever without the consent in writing of the lessor.
- 4.3 To pay all charges levied on the premises in respect of water, drainage, electricity and refuse collection. Also for telephone charges, if installed in the premises.
- 4.4 To maintain and preserve the premises and every part thereof and all fixtures and fittings in a good and tenantable repair and condition and replace from time to time the fixtures and fittings, which may be damaged during the tenancy other than those arising from, fair wear and tear and or natural causes. Where the lessor by his/her agents carry out repairs and/or replacements, the lessee shall pay for all the costs upon completion of work.

- 4.1.1 To report to the landlord/Government any need for repairs to the internal or external structure walls of the premises.

Clearing all blockages caused to the water or sewer systems through negligence or misuse of the system by the sublessee will be cleared at the cost of the lessee who shall pay for the costs of such clearance.

- 4.6 To maintain the garden of the premises, any wall, fence or gate and not to indiscriminately main, injure or deface any tree on the premises.
- 4.7 Not to erect on the premises any structure without the prior written consent of the lessor.
- 4.8 To efficiently dispose of all household refuse at all times and to ensure that upon vacation of the premises all rubbish including scrap vehicles are removed from the yard.
- 4.9 To permit the lessor its officers and/or agents and all persons authorized by it to enter upon the premises at any reasonable time to view and examine the conditions of the state of repair of the premises and to do any repair or work therein which they may consider necessary.

- 4.10 To allow the Landlord/Government, its officers and agents upon giving reasonable notice to enter upon the premises to verify the observance and performance of all the terms and conditions of the agreement and if the Government and if necessary rectify or remedy/any breach by the sublessee or any other person of any such terms of conditions.
- 4.11 To indemnify in full and keep indemnified the lessor against all actions costs, claims and liabilities whatsoever in respect of any damage or deteriorations to the premises or any part thereof or any adjacent or neighbouring premises or any injury or damage to any person or property caused by its agents, servants, or any other person allowed expressly or impliedly by the tenant to enter into premises or any part thereof.
- 4.12 The sublessee further undertakes:-
- 4.12.1 Not to bring or keep or store or permit or cause to be brought or kept or stored on the premises any matter of a dangerous, combustible, explosive noxious or offensive nature or which may contravene any status or order or regulation or bylaw.
- 4.12.2 Not to act in the premises or use or suffer or permit the premises or any part thereof to be used for any purpose which maybe illegal or immoral or which may cause a nuisance, annoyance or disturbance to the lessor/Landlord or to the occupiers of neighbouring premises or to members of the public.
- 4.12.3 Not to permit or cause anything to be done upon the premises whereby any insurance in the respect thereof, against loss or damage by fire or other risk may become void or voidable or whereby the rate of premium for such insurance is or may be increased and to make good any damage suffered by the Landlord and to repay the Landlord all sums paid by it by way of increased premium and all expenses by it in or about any renewal of such policy/policies rendered necessary by a breach or non-observance of this covenant.
- 4.12.4 Not to make or permit to be made any alterations in or additions or structural changes of any kind to be done to the premises or any part thereof or the lessee/sublessee fixtures, and decorations and electrical and mechanical installations therein. If the lessee/sublessee so consent to carry out at the sublessee's own expense, such alterations or additions with such materials as may be prescribed by

the headlessee and the sublessee shall at the sublessee;s own expense obtain all necessary planning and other consents pursuant to the provisions of any statute law, order, regulation or bylaw applicable thereto and shall comply with the conditions thereof. Upon the determination of the term hereby created and if requested by the lessee/sublessee, the sublessee shall restore the said premises to their original state and condition at the expense of the sublessee.

- 4.12.5 Not to add or alter or in any way interfere with (other than for the purpose of complying with its obligations hereunder for the repair of the same) the electric wires, cables, switches, junctions or points or the pipes, taps or other apparatus installed in the connection with the supply for use of electricity, water or the telephone installations thereon and if the headlessee shall so consent to apply for at the sublessee's own expense such permits and licenses as may be required by law for such alterations and additions.
- 4.13 A sublessee for proceeding on paid study leave outside the planning Area or the country for a period exceeding one year shall inform the Housing Allocation Authority three (3) months prior to his/her date for departure. He/she shall also be required to return the house to the Housing Allocation Authority OR retain it if his/her family remains in the house. He/she may with the consent of the Housing Allocation Authority appoint a caretaker if he/she wishes. However, the sublessee shall still be liable for observations of all terms and conditions of this Agreement of Tenancy.
- 4.14 A sublessee proceeding on unpaid study leave or unpaid leave will also be required to inform the Housing Allocation Authority two (2) months prior to commencement of such leave and to return the Pool house before proceeding on such leave.
- 4.15 A sublessee who benefits from any of the following in the same Planning Area, after signature to this agreement shall not be eligible for Government housing in accordance with General Order in force. He/she will be required to inform the relevant Housing Allocation Authority of such benefit within three (3) months from the date of such benefit:-
- 4.15.1 Ownership of a residential property by the sublessee or his/her spouse;
- 4.15.2 Occupation of an institutional house by the sublessee or his/her spouse; and
- 4.15.3 Direct tenancy of Botswana Housing Corporation property by the sublessee or his/her spouse.

5.0 LESSOR'S OBLIGATIONS

The lessor hereby undertakes:

- 5.1 To maintain the premise in a sound, wind and waterlight condition, accepting responsibility for the structural condition of the premises.
- 5.2 To carry out change of tenancy decoration at the request of the sublessee subject to the following:-
 - (a) Joint pre-vacation inspection being carried out by the Landlord and lessor and if deemed necessary by either party or the lessee.
 - (b) The parties attending the pre-vacation inspections identifying and agreeing on the repairs to be carried out on the property taking into account fair wear and tear including internal redecoration after 5 years on change of tenancy only.

6.0 TERMINATION

- 6.1 Each party to this agreement shall be entitled to terminate this lease by giving two (2) months written notice to the other.
- 6.2 The lessor shall be entitled to terminate this lease forthwith the lessee, sublet or part with possession of the leased premises.
- 6.3 The sublessee shall be deemed to have terminated by mutual agreement in a situation where the lessee has been transferred to a duty station in a different district town, village or settlement.
- 6.4 Upon the termination of the term of lease hereby created, the lessor shall exercise the right of entry and any goods, chattels, furniture, fittings fixtures or things found on the premises whether or not belonging to the lessee shall be disposed of in any manner the lessor shall, in its absolute discretion, deem fit. The Landlord shall not be liable to the lessee for any damages, loss or costs as a consequence thereof and further the lessee hereby agrees and acknowledges that the lessee shall indemnify and keep indemnified the lessor against any claim, loss, damages or liability arising from or in consequence of such disposal.
- 6.5 In the case the sublessee resigns from the public service or the organisation in which he/she was employed or is dismissed, the sublessee shall pay any excess rental paid to the landlord of such property.

7.0 TRANSFER

7.1 The sublessee shall inform the lessor about the fact of its transfer within one month from the date of the letter of transfer, a copy of the said letter shall be annexed thereto.

7.2 Should the sublessee fail to inform the lessor that he/she is being transferred such non-disclosure will result in loss of eligibility to resume occupation of the premises should circumstances present themselves for such a need.

8.0 BREACH

8.1 Where the lessee breaches any of the conditions spelt out in this Agreement, he/she shall be given 30 days to remedy such breach failing which the contract shall be terminated forthwith.

The lessee hereby chooses as his domicilium et executandi

Physical Address:

Postal Address:

Contacts:

E-mail:

The lessor hereby chooses as his domicilium citandi et executandi at

Physical Address: NDB Building, Main Mall, Gaborone

Postal Address: Private Bag 00138, Gaborone, Botswana

Tel: +267 3985600

Fax: +267 3906535

THUS DONE and SIGNED on behalf of the lessee at

..... on this day of 20.....

AS WITNESS

1.

2.

FOR LESSEE/SUBLESSEE

THUS DONE and SIGNED on the behalf of the lessor at

..... on this day of 20.....

AS WITNESS:

1.

2.

FOR LESSOR/SUBLESSOR