The following is an example of a contract for the rental of a warehouse to store commodities.

**This sample contract is provided for informational purposes ONLY.**

* It is not intended as, nor does it constitute, legal advice.
* It should not merely be duplicated without consideration of the particular situation at issue.
* It is not intended to cover each and every situation or relevant circumstance, nor can it anticipate specific needs.
* Always use your organization’s own contract templates where available.

**Consult an attorney before making any contractual commitment or signing any agreement**. You may have a specific situation not addressed by this sample, and the attorney can address that particular issue for you.

This agreement is made this *\_\_\_\_\_* day of \_\_\_\_\_*, 20\_\_\_*,

BETWEEN

# *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter referred to as “the Tenant”) with headquarters at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

# AND

# *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter referred to as “the Landlord”), with headquarters at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a contractor providing Warehouse Storage Space for the *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Project as per the signed Agreement between USAID and the Tenant.

FOR THE RENTAL OF

*\_\_\_\_\_\_*(Describe the rental property, including location, fixtures, and equipment that are part of the agreement)\_\_\_\_\_

**Specific Terms of the Agreement**

# Period of Agreement

# This agreement is valid for a period of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (x) months, starting *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* until *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. This Agreement may be renewed for a further period as may be agreed by the parties, upon the Tenant giving the Landlord two (2) months’ written notice of its intention to renew the tenancy.

1. **Names of Tenants**
	1. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.
2. **Limits on Occupancy**
	1. The rental property will be used for the warehousing ofU.S. Government-donated food commodities for distribution under the *\_\_\_\_\_\_\_\_\_\_\_\_\_* Project.
	2. Due to the nature of the *\_\_\_\_\_\_\_\_\_\_\_\_\_* Project and **Tenant** operations, the **Tenant** will be responsible for determining the number of people working at the property at any given time depending on the project requirements.
	3. The **Tenant** will be responsible for hiring security to guard the property and assets within the rented property during the duration of this agreement.
	4. The **Tenant** will provide labor and manpower for the handling of the U.S. Government-donated food commodities and housekeeping of the warehouse.
	5. The **Tenant** shall have the right to display on the property a nameplate or sign, in position and of size acceptable to the **Landlord**, showing the **Tenant**’s name and any other details.
3. **Rent**
	1. The rental charge for the property shall be **U.S. Dollars** \_\_\_\_\_\_\_\_\_\_ per month paid in \_\_(name of local currency)\_, based on the current \_(name of applicable bank)\_\_ exchange rate.
	2. Payment of the rental charge to the **Landlord** will only be processed by the **Tenant** upon presentation of an original invoice to *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Office in *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*
	3. Full payments will only be made within ten (10) working days after receipt of the original invoice.
	4. Payment of the rental charges will be made through \_\_(method such as check or electronic fund transfer)\_ payable to \_(name of account holder)\_,an account designated by the **Landlord**.
	5. In case of unforeseen delays in effecting the payment for the rental charges, the **Tenant** will negotiate with the **Landlord** for a grace period within which the payment will be effected.
	6. In the event of the rental property or any part thereof being destroyed or damaged by fire so as to be unfit for occupation, the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage shall be suspended until such time as the rental property shall have been repaired as to enable it to be re-occupied.
	7. The **Tenant** will also pay electricity charges, telephone charges, and water charges, which may at any time be assessed, charged, or imposed upon or in respect of the rental property.
4. **Advance Payment and Fees**
	1. The **Tenant** will pay to the **Landlord** rent for **twelve (12) months,** which shall be paid in advance upon the signing of the agreement by all parties.
	2. The **Tenant** will not pay any additional monthly rental charge during the initial 12 months covered by the Agreement.
	3. If local law requires the **Tenant** to withhold any applicable taxes or duties (including VAT), then the **Tenan**t will withhold the same from the payment to the **Landlord**.
5. **Repair and Maintenance**
	1. The **Tenant** will be responsible for keeping the rental property clean and in good sanitary condition, and shall make good any damages caused to the property arising from the Tenant’s operations in the premises. The **Tenant** will be required to consult and agree with the **Landlord** before doing any repairs and alterations to the rental property.
	2. The **Landlord** will be responsible for keeping the exterior of the rental property in good substantial condition and carrying out all structural repairs.
	3. The **Tenant** will be required to immediately alert the **Landlord** of any defective or dangerous conditions in the rental property.
	4. The **Landlord** will be expected to fix all the defective and dangerous conditions in the rental property within ten (10) working days upon receipt of the formal notification. If the Landlord fails to respond within ten (10) working days, or repairs are not completed in a timely manner, the **Tenant** has the right to make the necessary repairs after submitting the cost of the repair to the **Landlord**, and to deduct the cost from rent payments.
6. **Entry to rental property**
	1. The **Landlord** will inform the **Tenant** in advance whenever he/she would like access to the property for purposes of carrying out inspections or making repairs.
	2. The **Landlord** will be expected to provide reasonable notice, in any case not less than three (3) days, to the **Tenant** of his/her intention to access the property for the purposes stipulated in clause 7.1 above.
	3. The **Tenant** reserves the right to accompany the **Landlord** at all times while on the property.
7. **Access to Books and Records**
	1. Rent paid to the **Landlord** under this Agreement is provided by a grant or cooperative agreement from the U.S. Government. Accordingly, in compliance with applicable regulations, the **Landlord** agrees to provide the **Tenant** access to any books, documents, papers, and records that are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.
8. **Insurance/Injuries, Security, License, and Taxes**
	1. The **Landlord** will ensure that the warehouse is fully insured against normal risks (fire and third-party liability) at his/her own expense and no liability will be attached to the **Tenant**in this respect.
	2. At the beginning of the term of this Agreement, the **Landlord** will transfer to the **Tenant** possession of the rental property clean, dry, and in good tenantable order for the purpose of storage of food commodities.
	3. Neither the **Landlord** nor the **Landlord**’s employees shall be deemed to be employees of the **Tenant**for any purposes, nor shall they participate in any of the **Tenant’s** employee benefit or insurance programs.
	4. The **Landlord** is solely responsible for the safety of **Landlord**’s property, building maintenance, and/or repairs to the warehouse, unless the **Tenant**, its contractors, or its employees have caused the damage.
	5. The payment of any taxes, dues, or fees required by law to be paid to the government or any local authority related to this contract shall be the sole responsibility of the **Landlord**.
	6. The **Landlord** hereby represents and warrants to the **Tenant** that the **Landlord** is in compliance with all applicable laws regarding business permits that may be required to effect the provisions of this Agreement, and that the **Landlord** is not a party to any Agreement restricting its ability to enter into this Agreement, nor does the **Landlord** require the consent of any person or entity to perform its obligations under this Agreement.
9. **No Assignment or Subcontracting**
	1. The **Landlord** shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the written consent of the **Tenant**.
10. **Confidentiality**
	1. The Landlord agrees not to discuss its performance of services under this Agreement with any third party without the **Tenant**’s written consent. The **Landlord** agrees to hold in confidence for the benefit of the **Tenant** any confidential information that may be disclosed to the **Landlord**, or to which the **Landlord** may have access, as a result of this Agreement, including the results of the **Landlord**’s services hereunder.
11. **Indemnification**

12.1 The **Landlord** agrees to indemnify and hold harmless the **Tenant** and any of its affiliates or subsidiaries, and all of the officers, agents, and employees of the **Tenant** and such entities, from any and all claims or liabilities arising out of the performance of this Agreement, except to the extent that such claims or liabilities arise from the gross negligence of the **Tenant** or its affiliates or subsidiaries.

1. **Modification and Amendments**
	1. This agreement may be modified, varied, altered, amended, or extended by written agreement of both parties within two (2) months after receipt of written notice from either party of the intention to do so.
	2. This Agreement supersedes any and all other agreements, oral or written, between the **Tenant** and the **Landlord** with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties.
2. **Force Majeure**
	1. If through “Force Majeure” (government embargo, war, blockages, revolution, insurrection, mobilization, strikes, lockouts, riots, other extraordinary civil disturbances, and/or an act of God) where one or both of the contracting parties is unable to perform their obligations under the terms of this contract, then it shall be considered canceled and no penalties will be attached to the parties. **Tenant** will then calculate payment at the rate of the number of days the warehouse was occupied until the occurrence of the force majeure.
3. **Preventing Terrorism**
	1. The **Landlord** must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).
4. **Termination of Agreement**
	1. Either party may terminate this contract if the other breaches any or all of the terms contained in this agreement.
	2. Either party may terminate this Agreement by giving the other party sixty (60) days written notice of the intention to terminate. If either party is unable to give sixty (60) days notice, then the other party will be compensated for the notice period.
	3. In the event of early termination, the **Landlord** will refund to the **Tenant** the prorated rent that was paid in advance.
5. **Arbitration**
	1. The substantive laws of \_\_\_ (name of country)\_\_ shall govern this agreement. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this agreement that remains unresolved after negotiation shall be settled by binding arbitration before an arbitrator in accordance with the \_\_\_(name of in-country Statute or Act governing arbitration)\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives below:

|  |  |  |
| --- | --- | --- |
| **For Landlord** |  | **For Tenant** |
| **Name:** |  |  | **Name:** |  |
| **Signature:** |  |  | **Signature:** |  |
| **Title:** |  |  | **Title :** |  |
| **Date:** |  |  | **Date:** |  |
| **Witness:** |  | **Witness:** |
| **Name:** |  |  | **Name:** |  |
| **Signature:** |  |  | **Signature:** |  |
| **Title:** |  |  | **Title :**  |  |
| **Date:** |  |  | **Date:** |  |