

STANDARD PEACE CORPS LEASE

LEASE BETWEEN:

PEACE CORPS/ \_\_\_\_\_

(Lessee)

\_\_\_\_\_

Address

\_\_\_\_\_

AND

\_\_\_\_\_

(Lessor)

\_\_\_\_\_

Address

\_\_\_\_\_

RESIDENTIAL LEASE  OFFICE LEASE  OTHER (\_\_\_\_\_)

NEW LEASE  RENEWAL

CAPITAL LEASE: YES  NO

TOTAL LEASE AMOUNT: \$ \_\_\_\_\_

ACCOUNTING AND APPROPRIATION DATA \$ \_\_\_\_\_

Funds are not presently available for this contract. The Lessee's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Lessee for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Lessor receives notice of such availability, to be confirmed in writing by the Contracting Officer.  
(End Clause)

In the event of a continuing resolution or lapse in appropriations for Fiscal Year \_\_\_\_\_ funding provided hereunder is releasable proportionate to the amount of time covered by the continuing resolution(s) passed by Congress for Fiscal Year \_\_\_\_\_ or the amount of prior Fiscal Year funding available. Full funding will be provided when passage of the Fiscal Year \_\_\_\_\_ Appropriations Act, or other Congressional action providing complete budget authority to the Peace Corps, becomes law. (End Clause)

CLAUSE I. PARTIES

This contract of lease, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
By and between:

\_\_\_\_\_, Whose address is: \_\_\_\_\_,  
(Lessor's Name) (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,

\_\_\_\_\_, Whose address is \_\_\_\_\_,  
(name) (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;

(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 an office, residence, other 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 \_\_\_\_\_ (s) beginning from the date that 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 Attachment I 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 OPTION TO EXTEND TERM OF LEASE

This lease may be extended, at the unilateral option of the Lessee, upon its expiration for \_\_\_\_\_ further one-year option periods provided notice be given in writing to the Lessor at least one month (30 days) before this lease would expire. Such extension is subject to the availability of funds under the same terms and conditions set forth herein, including the payment amounts identified in Clause V, below.

The total duration of this lease, including the exercise of any options under this section, shall not exceed sixty (60) months, unless one or more extensions not exceeding a total of six months is added to the lease via modification under the same terms and conditions contained herein.

**CLAUSE V LEASE PAYMENTS**

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

Rental payments payable to the Lessor hereunder shall be paid via Electronic Funds Transfer (EFT) to the bank account indicated in the Peace Corps vendor data file for the Lessor.

**CLAUSE VI TERMINATION OF LEASE**

It is further understood and agreed that the Lessee may terminate, for any reason, the rights acquired under this agreement. The Lessee 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 (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. The Lessor further 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 acknowledging a receipt of this contract of lease and agreeing to abide by the lease contract terms.

**CLAUSE VIII SUBLEASE OR ASSIGNMENT**

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

**CLAUSE IX TAXES AND UTILITIES**

The Lessor accepts full and sole responsibility for the payment of all taxes and for any charges of a public nature, which are or which may be assessed, against the property of which the premises covered by this lease form a part, including, but not limited to, fees, duties, and permits, and will not separately charge Lessee for these payments.

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 for 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 Lessor shall pay all stamp duties, registration fees, and/or any charges of a public nature associated with this lease, and will not separately charge Lessee for these payments.

**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. This maintenance shall include the maintenance of all foundations, underpinnings, sewage systems, drainage facilities, hot and cold water systems, electrical systems and fixtures, walls, roofs, stairs, fencing, gates, roads, driveways, and walkways, i.e. the major structural elements of said premises. The Lessor shall undertake to paint or wallpaper the interior at intervals of \_\_\_\_\_ years, and paint the exterior of the premises at intervals of \_\_\_\_\_ years unless conditions warrant earlier attention.

The Lessor shall maintain the premises in good tenantable condition, as described above. If necessary, the Lessee may provide notice to the Lessor as to maintenance requirements. The Lessor shall 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. If the Lessor fails to maintain the premises as required above and/or fails to carry out such maintenance repairs when notified, the Lessee shall have the right to effect such maintenance repairs and deduct the cost of such from subsequent rental payment(s) due to the Lessor until which time the full cost of the maintenance repairs has been recouped by the Lessee.

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 subsequent rental payment(s) due to the Lessor until which time the full cost of the emergency repairs has been recouped by the Lessee. 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 to fixtures.

In accordance with Clause XXII, failure of the Lessor to keep the Lessee advised of his/her current addresses (both mailing and e-mail) to be used for official written notifications 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 to inspect the premises and to make any necessary repairs after providing 24 hours' advance written notice to the Lessee. This 24 hours' advance notice may be waived by the Lessee in cases where the inspection or repairs need to be completed quickly.

**CLAUSE XII ALTERATIONS AND ADDITIONS**

During the term of this lease, the Lessee shall have the right to make alterations, attach fixtures (including air-conditioners), and to erect additions, structures, and signs in or upon the premises hereby leased. The Lessee shall have the right 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, and/or structures placed in, upon or attached to, the said premises shall be and remain the property of the Lessee. These may be removed by the Lessee prior to the termination of this lease, or within fifteen days after the lease is terminated.

Include one of the following paragraphs and delete the other. Choose paragraph 1 (preferred option) if the Lessor allows for it. Choose paragraph 2 only if the Lessor does not allow for the inclusion of paragraph 1.

1. The Lessor shall have no right to require the Lessee to restore the Premises upon end of this lease (including any extensions thereof), and waives all claims against the Lessee for restoration arising from or related to (a) the Lessee's normal and customary use of the Premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Lessee. Exceptions may be made in case of damage arising from the act or negligence of the Lessee and his/her agents or employees. At its sole option, the Lessee may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Lessee will be relieved of any liability in connection therewith.
  
2. Upon the end of the Lease, the Lessee, if required by the Lessor, shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease. Reasonable and ordinary wear and tear, damage by the elements and/or failure of the Lessor to maintain the premises in accordance with this contract, or by circumstances over which the Lessee has no control, are excepted from such a requirement for restoration. However, if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee thirty (30) days before the end of the lease. The Lessee shall have a period extending to fifteen (15) days after the end date of the lease in which to perform such restoration work. Said restoration by the Lessee shall not include the following: interior or exterior painting, repair of structural defects, or repairs due to deterioration of foundations, underpinnings, sewage systems, drainage facilities, hot and cold water systems, electrical systems and fixtures, walls, roofs, stairs, fencing, gates, roads, driveways, walkways, or landscaping. Exceptions may be made in case of damage arising from the act or negligence of the Lessee and his/her 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, after providing 24 hours' advance written notice to the Lessee.

**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 at no additional cost to the Lessee and to the satisfaction of the Lessee the following described alterations, renovations, installations and repairs prior to \_\_\_\_\_.  
**(Date)**

- 1.
- 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 or 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 Lessee accepts the premises for occupancy.

- 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, and fixtures, etc., as applicable).
- C. The Lessor shall sign a Peace Corps Contractor's Release at the end of this lease. An example (subject to change) is provided as Attachment II.

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

If fire, earthquake, war, civil disturbance or other casualty destroys any part of the premises, this lease may be terminated. 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. If the Lessee elects to remain in the premises that are partially untenable, a proportionate reduction of the rental payment shall be allowed. In the event of total or partial damage of this type to this property preventing full use of said property, rental payments shall only accrue to the Lessor up to the date of termination. In the event of termination under this clause, the Lessor shall refund to the 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 shall only accrue to the Lessor up to the date of termination by Lessee. In the event of termination under this clause, the Lessor shall refund to the Lessee any unused portion of any advanced rental payment.

CLAUSE XVI AMENDMENTS

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

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 leased premises any highly flammable or explosive substance, with the exception of fuel tanks and fuel to operate heating elements, cooking appliances, water heaters, generators, or fueling stations, without the express consent of the Lessor. The Lessee further agrees not to install and/or operate any equipment, machinery or apparatus or 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. The Lessee, at his/her option may instead elect to take any measure that 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 of this lease shall not be deemed a relinquishment or waiver of any right or remedy that said Lessor or Lessee may have. Nor shall such a failure 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 occurred unless expressed in writing and signed by the 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 payment amount herein stated.

CLAUSE XXII NOTICE

Except for judicial notice, any notice to the Lessee hereunder shall be delivered or mailed by registered mail to the Lessee or personal delivery at the leased premises, or such other address as the Lessee may designate by notice in writing to the Lessor.

Any notice to be given to the Lessor hereunder shall be delivered or mailed by registered mail to the Lessor at \_\_\_\_\_, or e-mailed to the Lessor at \_\_\_\_\_. It will be the responsibility of the Lessor to keep the Lessee advised of his/her current addresses (both mailing and e-mail) to be used for official written notifications at all times.

CLAUSE XXIII TRANSLATION

Should this lease be translated into a language other than English, the English version of this lease contract is to be preferred for interpretation thereof at all times.

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, and brokerage or contingent fee. The Lessor further warrants that no gratuities (in the form of gifts, entertainment, or otherwise) were offered to any officer or employee of the United States Government with a view toward the awarding, amending, or making of any determinations with respect to performance 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/her discretion, to deduct from the rent the full amount of such commission, percentage, and brokerage or contingent fee.

CLAUSE XXV EXAMINATION OF RECORDS

The Lessor agrees that the Comptroller General of the United States or his/her duly authorized representatives shall 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. This right shall remain in effect until the expiration of three (3) years after final payment under this lease.

The Lessor further agrees to include in all subcontracts hereunder a provision that extends this right to 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 have signed their names as of the date first above written in Clause I, \_\_\_\_\_,  
Date

UNITED STATES OF AMERICA

By \_\_\_\_\_ WITNESS \_\_\_\_\_  
Contracting Officer/Peace Corps Signature

\_\_\_\_\_  
Typed or Printed Name



LESSOR(s)

\_\_\_\_\_ WITNESS \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Attachment I

CERTIFICATION OF ACCEPTANCE

In accordance with Clause III of Lease No. \_\_\_\_\_, dated \_\_\_\_\_, pertaining to the property located at \_\_\_\_\_, it is hereby mutually agreed that the date of occupancy of the premises will be \_\_\_\_\_, and that rent will accrue effective \_\_\_\_\_ and be due in accordance with the schedule shown in Clause V of the lease.

Both parties have signed as of the date shown below.

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

PEACE CORPS OF THE UNITED STATES OF AMERICA  
Agency of the United States of America  
(Lessee)

By \_\_\_\_\_

Contracting Officer  
Peace Corps/ \_\_\_\_\_

LESSOR:

By \_\_\_\_\_

Attachment II

**CONTRACTOR’S RELEASE**

Contract No. \_\_\_\_\_ (the “Contract”)

By signing this Release,

1. I acknowledge that I am a Contractor with the Government of the United States of America (the “U.S. Government”).
2. I acknowledge that I have completed my work under the Contract.
3. I agree that I have been fully compensated under the Terms of the Contract, with the following exception: the U.S. Government is making a final payment under the Contract in the amount of \_\_\_\_\_ (the “Payment”).
4. I agree that upon receipt of the Payment, the U.S. Government owes me nothing more under the Contract, whether as compensation or as reimbursement for costs or expenditures of any kind.
5. I agree that this is a complete release by me on my heirs, executors, administrators or assigns of all claims of whatsoever kind arising under this contract against the United States Government, its agents, servants and employees.
6. This Release is effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor’s Signature)

\_\_\_\_\_  
(Print Contractor’s Name)

Witnessed by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Witness’s Name)

Attachment III

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

<u>Description of Items</u>	<u>Condition</u>	<u>Location</u>
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**Note to Contracting Officer: Pictures taken at start of lease period are a preferred supplementary method of documenting the condition of the above items.**

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 that the Lessor remove any of the above installed property not required by the Lessee. This right is subject to the Lessee giving ten (10) days' written notice to the Lessor. Upon receipt of such notice, it will be the responsibility of the Lessor to remove such property listed above not required by the Lessee. Such notice 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.