

11. An example of a Tenancy/Rental Agreement.

THIS AGREEMENT is made this day of 200.... **BETWEEN**

THE LANDLORD		AND	THE TENANT	
Name			Name	
Village			Village	
Parish			Parish	
Sub - County			Sub - County	
District			District	

The landlords (are people with rights to the land, i.e. head of family and family members)

The tenant refers to the person or the people wanting to use the land for an agreed period of time.

The Landlords are renting to the people who have signed below the land held under customary tenure situated at:

Village/Zone	
Parish/Ward	
Subcounty/Town	
Country/Division	
District	
Approximate area of land measuring in metres in length by and metres in width). (also see map attached)	
Names of heads of families and their wivws who are in the adjacent land.	(1) (2) (3) (4) (5)

IT IS AGREED as follows:

The Parties shall enter into a rental agreement where by the Landlord shall rent to the Tenant the above described land:

For a term of :		<i>(Days / Months / Years)</i>
With effect from :		<i>(Date agreement begins)</i>
At a rent of :		<i>(Uganda Shillings)</i>
Rent to be paid :		<i>(Weekly / Monthly / Yearly)</i>
Date rent is payable :		<i>(Upon signing / X day of each term)</i>
Expiry date :		<i>(Date agreement ends)</i>
For the purpose of :		<i>(What will the land be used for - e.g. Farming, building a home, etc)</i>

Rent will be payable as follows:

Rental installments	Amount	Date of payment	Signature of landlords
1st installment			
2nd installment			
3rd installment			
4th installment			

1. THE TENANT AGREES:

- a. To pay the rent at all times in the manner agreed.
- b. To use the property only for the purpose for which it was leased.
- c. To permit the Landlord or people who he sends to enter the Land at reasonable times to examine the condition of the land.
- d. Not to sublet any of the land without the written consent of the Landlord in advance
- e. To behave at all times as a good neighbour, and not to allow anyone to do something which would be a nuisance to those living around the land.
- f. To return the land with no squatters when this agreement ends
- g. Not to do anything to the land that will permanently degrade or reduce the value of the land.
E.g. use the land for burial, or cut down big trees.

2. THE LANDLORD AGREES:

- a. That the Tenant shall enjoy the Land until the end of the agreement without any interruption from the Landlord or people he sends.
- b. If at any time during the agreement the Landlord wishes to sell the Land, he shall give priority to the tenant.
- c. To provide the Tenant with reasonable notice before any inspection of the Land.

3. TERMINATION OF AGREEMENT

- a. The agreement shall end at the expiry of the Tenancy.
- b. Any breach (doing anything that is not allowed) of part or the whole of this agreement shall entitle the aggrieved party to terminate the agreement.
- c. At the end of the tenancy, if the landlord wants to rent the land again and the tenant had obeyed the terms of the agreement, the tenancy agreement will be extended on the same terms or new terms.

4. DISPUTE RESOLUTION

If the parties have any dispute pertaining to the Land, the matter should be directed to the customary authorities of both parties as agreed. If there is no agreement the matter should be taken to the state court for land, currently the LC's executive committee of the area where the rented land is

This agreement is made on theday of(month) of 200.....

Signed by the LANDLORD			Signed by the TENANT		
People with rights to the land rented (LANDLORD)	Name	Signature	TENANT	Name	Signature
Landlord			Tenant		
Landlord			Tenant		
Landlord			Tenant		
Landlord			Tenant		
Landlord, etc.			Tenant		
Date			Date		

The following holders of customary rights consent to this agreement (e.g. wife/wives, elders)

Name	Signature	Date	Relationship
1 st wife to landlord			
2 nd wife to landlord			
1 st wife to tenant			
2 nd wife to tenant			
Clan leader verifying that the people with rights to land being rented have agreed.			
Two eldest children to the landlord, if any			

WITNESS FOR LANDLORD			WITNESS FOR TENANT		
Head of clan of Landlord	Names	Signature	NAME	Head of clan of Tenent	
Rwot Kweri of Area (or Adwong wang tic)		Signature	Sign	Rwot Kweri of Area (or Adwong wang tic)	
LC1 of the area		Signature	Date	LC1 for the tenant	
Name of heads of family and their wives adjacent to land		Signature	NAME	Head of clan of Tenant	
Name of heads of family and their wives adjacent to land		Signature	Sign	Rwot Kweri of Area (or Adwong wang tic)	

Draw map of the land being rented and include the following: north, south, east and west arrow signs; the length and width in meters of the “stick” used in measurement; any features on land of a permanent nature such as trees, rivers. Map should then be signed at the back landlord, tenants, LC, wives, clan leaders. 5 copies of the map should be made and one each given to landlord, tenant, LC1, clan and 1 registered with the sub county chief (recorder) for records.

Annex I:

Sketch Map of Land

