

IOM office-specific Ref. No.:
XXXXXX
IOM Project code: XXXXXX
LEG Approval/Checklist Code:
XXXXXX

LEASE AGREEMENT

This Lease Agreement is entered into between the International Organization for Migration (the "Lessee") of [insert address], represented by [Insert Name], [Insert Title], and [Name of the other party] (the "Lessor") of [insert address], represented by [Insert Name], [Title], on the following premises (the "Premises") on [insert date of signature].
(*1)

1. Premises Leased

Description of the Premises Leased (the "Premises"): (*2)

Owner: The Lessor (*3)

Address: [full address] (*4)

Type of the Premises: [House/building with XXX]

Other description: [Indicate furnished/unfurnished etc.]

2. Warranties of the Lessor

The Lessor warrants that:

- a. It has full authority to execute this Lease and agrees to rent the Premises to the Lessee in accordance with this Lease Agreement.
- b. During the term of this Lease, it will not rent, lease or otherwise furnish space in the Building or any adjacent buildings under its control to any enterprise which, in the usual exercise of business, could be expected to create noise or odors disruptive to the Lessee's normal activities.

3. Rental

The monthly Rental of the Premises shall be USD XXX (spell out the figure and currency). Payment shall be made on the [1st] of every calendar [month] to the following bank account: [Insert the Lessor's bank account details] (*5)

4. Duration

a) The Lease will commence on [start date] and end on [end date] (the "Lease period"). The Lessee shall have the exclusive right of use of the Premises during the whole Lease period.

b) On expiration of the Lease period, the Lessee may, at its option, renew this Lease for [period of extension] on the same terms and conditions as contained in this Lease.

5. Termination

The Lessee may terminate this Agreement for any reason, without penalty, before the end of the Lease period by giving [one week – one month] written notice to the

Lessor. In the event of termination, the Lessor shall reimburse within two weeks of the notice all unused Rental paid in advance by IOM. (*6)

6. Unsuitability

If the Premises, in part or in whole, become unsuitable for the purposes leased due to fire, storm or other reasons, the Lessee may:

- i. immediately terminate this Lease and recover any pre-paid Rental; or
- ii. continue the Lease with a revised Rental adjusted to reflect proportional use of the Premises, and recover any pre-paid Rental in proportion to the diminished use.

7. Rights and Duties of Lessor

The Lessor shall:

- a) Keep the Premises in good repair, including the exterior and interior structure, utilities, services and fixtures, sanitation facilities and all grounds, paths and parking areas, fences and walls protecting the property [add/delete as necessary].
- b) Undertake all sanitary, fire, safety and emergency, inspections required by local law.
- c) Carry out necessary wear and tear repairs on the Premises. The Lessee will notify the Lessor of the repair requirements in writing and the Lessor will make the necessary repairs within five days of the Lessee's notification. If the Lessor cannot perform the repairs in the course of five days after receiving notice from the Lessee, the Lessee shall have the right to engage a third party to perform the needed repairs and deduct the amount of expenditure from the amount of the Rental. In emergency situations where the Lessor is not able to act immediately, the Lessee shall have the right to engage a third party to perform the needed repairs and deduct the amount of expenditure from the amount of the Rental.
- d) Pay taxes, charges or any other payments levied against the Premises by any government or government related entity during the course of this Lease.
- e) Provide the Lessee with the following public utilities: Heating, electricity, water, sewage, garbage collection [add/delete as necessary].
- f) Keep the Premises insured against loss or damage due to fire, storm or other risks normally insured against in a sum equivalent to the full insurance value of the Premises and use all sums received under the policy to restore the damage to the Premises. (*7)

8. Rights and Duties of the Lessee

The Lessee shall:

- a) Make timely Rental payments and use the Premises solely for the purposes related to [insert purpose of Lease – e.g. "IOM office" "IOM activities"];
- b) Be liable for breakage and fire damage to the Premises to the extent such damage is attributable to the Lessee;
- c) Return the Premises in the same condition as it was received, with the exception of normal wear and tear, or damage caused by elements or circumstances over which the Lessee has no control;
- d) Be entitled to affix to and/or install within the Premises any appropriate signs, symbols, flags, fixtures, equipment and other improvements

necessary for the Lessee's operations. Any such fixtures, improvements or additions shall remain the exclusive property of the Lessee and may be removed and taken away by the Lessee at any time during the tenancy period or upon the termination or expiration of this Lease.

9. Dispute Resolution

Any dispute, controversy or claim arising out of or in relation to this Lease, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding. (*8)

10. Status of IOM

Nothing in this Lease affects the privileges and immunities enjoyed by the Lessee as an intergovernmental organization. (*9)

11. Assignment

Either Party to this Lease may assign this Lease or any rights arising under it with the prior written permission of the other Party.

12. Amendment

Amendments to this Lease may be made by mutual agreement in writing between the Parties.

13. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any provision of this Lease shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Lease in future instances, but this right shall continue and remain in full force and effect.

14. Entirety

This Lease embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Lease.

Signed in two copies in English on (date) in (place). (*10)

For the [full name of the Lessor]

For the International Organization for Migration

(Name, Position)

(Name, Position)