

## RENTAL AGREEMENT

**AN AGREEMENT made this date, August 14, 2029, BETWEEN Joe Smith ( the Owner,) hereinafter called “The Landlord” of the ONE PART and Bill Davies , of 12 Walkers Park, St. Thomas, Barbados hereinafter called “The Tenant” of the OTHER PART.**

**WHEREBY IT IS AGREED as follows:-**

1. The Landlord lets and the Tenant takes the property called Alamanda, situated at Jamestown, Holetown, St. James (hereinafter called 'The Premises') for the term at the rent and upon the conditions herein provided.
2. The premises will be provided, furnished, and shall be held by the tenant from September 1, 2020, for a period of 1 year or until the tenancy is determined as hereinafter provided.
3. **The Tenant undertakes : During the period covered by the Tenancy Agreement:**
  - a. To pay the rental sum of BDS\$ 4,000 monthly in advance. This amount should be made payable to Joe Smith.
  - b. To pay a security deposit of BDS\$ 4,000 in advance on signing of this Agreement which deposit shall be promptly refunded by the Landlord after the termination of this Agreement and on the satisfactory settlement by the Tenant of all rents, utilities and other charges and any claims for damages arising out of this tenancy. This deposit is NOT to be used as the last month's rent.
  - c. To pay the last month's rent in advance upon the signing of this agreement.
  - d. To pay a charge calculated at the rate of 1.5% per month on any rent due on the 1st of the month which is not paid on or after the 7th day of the month.
  - e. To pay all charges for Cable TV, Electricity, Gas, Internet, Pest Control, Security Monitoring, Telephone and Water supplied to the premises during the tenancy and all reasonable legal fees and expenses (if any) incurred by the Landlord resulting from the non-compliance by the Tenant of any of the provisions herein.
  - f. To keep in tenantable repair all the fixtures, fittings, appliances and glass on the premises and shall replace with similar articles of at least equal value or if the Landlord so requires, pay to the Landlord the value of any part which may be damaged (reasonable wear and tear excepted).
  - g. To keep all the furniture in tenantable repair, and to replace with similar articles of at least equal value or reimburse the value of any part which may be damaged (reasonable wear and tear excepted).
  - h. To make no structural alterations or undertake any paintwork to the property without the prior written consent of the Landlord.
  - i. After expiry of the first month's tenancy, to pay for all minor maintenance and repairs to plumbing, irrigation and electrical fittings, fixtures, and appliances including A/C units e.g. dripping taps, blocked drains, replacement of light bulbs etc. - minor repairs shall be taken to mean any single item the value of which does not exceed BDS\$ 400.

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- j. The total minor charges to be borne by the Tenant shall not exceed BDS\$ 1,200 per annum.
  - k. The Tenant shall permit the Landlord or an authorized Agent at all reasonable times (with 24 hours notice) to enter the premises for the purpose of examining and maintaining the state and condition thereof.
  - l. The Tenant shall not assign the benefit of this agreement or sub-let or part with or share the possession of the premises or any part thereof.
  - m. To pay all taxes, levies or other charges imposed on the Tenant in respect of the rent payable or in respect of any other provisions by any Legislation or regulation in effect in Barbados at any time during the tenancy.
  - n. The Tenant shall permit the Landlord or an authorized Agent to enter upon the premises (with 24 hours notice) at all reasonable times during the last 3 months of this tenancy for the purpose of showing the premises to prospective new tenants.
  - o. At the expiration or sooner determination of the term, to yield up the premises in the same state of repair as they were at the commencement of the term (fair wear & tear excepted).
4. If the rent hereby reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or any of the foregoing stipulations on the Tenant's part shall not be performed the Landlord may at any time thereafter re-enter upon the premises and resume possession of same.
5. Without prejudice to the last foregoing clause the tenancy may be determined at any time by either party giving to the other two calendar month's clear notice in writing to that effect. This option is not to be exercised within the first six calendar months of the tenancy. It is further agreed that except as provided in paragraph 4 above in the event of any other breach by either party of any of its obligations under this Agreement the tenancy may be determined by the other party by giving one calendar month's clear notice in writing.
6. The option to renew the lease for a further 1 year shall be upon the same terms and conditions (save as to rent, which shall be mutually agreed upon), the Tenant giving 3 months written notice to the Landlord of the intention to renew the Tenancy before the expiration of this agreement.
7. In the event that the premises are destroyed or so damaged by any means as to be unfit for occupation this tenancy shall be determined forthwith, and the Landlord shall be under no obligation to restore or replace the damaged premises but will refund to the Tenant any rents paid in advance for any period subsequent to the said termination.
8. **IN RETURN, The Landlord undertakes to:**
- a. Keep the building in good order and structural repair and condition.
  - b. Insure the premises and property. The Tenant is responsible for insuring any personal property and personal effects.

- c. Provide any furniture or equipment which may be listed in the Notes section of this agreement.
  - d. Maintain the lawn, grounds and pool of the demised premises in a neat and attractive manner.
  - e. To permit the Tenant to install such locks or similar security devices as the Tenant deems necessary for the physical security of the occupants. At the expiry of the term, or any renewal thereof, the alterations so made shall at the option of the Landlord, become the property of the Landlord.
  - f. The Landlord agrees to carry out any necessary repairs/maintenance in a timely manner.
9. The Landlord shall be under no greater liability either to parties or to strangers to this agreement who may be permitted to enter or use the premises for accidents happening, injuries sustained or for loss of or damage to goods or chattels on the premises or in any part thereof whether arising from the negligence or otherwise other than the obligations involved in the common duty of care.
10. The Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, act of God, or other cause beyond the Landlord's control, or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel, materials, water or labour.
11. The Landlord hereby covenants with the Tenant as follows:-
- a. That the Landlord shall pay all rates, taxes, assessments and outgoings in respect of the premises.
  - b. That notwithstanding Clauses 3. k. and n. above, the Tenant paying the reserved rents and observing the stipulations herein, shall peaceably enjoy the premises without any interruption by the Landlord or any person lawfully claiming after the Landlord.
12. This agreement may be executed in any number of counterparts each of which shall be an original but such counterparts shall together constitute one and the same agreement. The expression counterpart shall include any executed copy of this agreement transmitted by facsimile or by email in pdf or jpeg format, in which case, each party shall provide the other party with the original of such counterpart as soon as reasonably possible thereafter.

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IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands the day and year first hereinbefore written.

SIGNED by the Landlord: Joe Smith \_\_\_\_\_

In the presence of:  
WITNESS:- \_\_\_\_\_

SIGNED by the Tenant : Bill Davies \_\_\_\_\_

In the presence of:  
WITNESS:- \_\_\_\_\_

Tenant's present address:-

References:

Telephone No:- \_\_\_\_\_

Tenant's place of  
employment:- \_\_\_\_\_

Telephone No:- \_\_\_\_\_

Notes:

The initial payment of \$12,000 BDS to be made payable to Terra Caribbean comprises first month's rent BDS \$4,000, a security deposit equivalent to one month's BDS \$4,000 and last month's rent BDS \$4,000.