Dated this Day of 202..

LAND LEASE AGREEMENT

Between

(LESSOR)

AND

(LESSEE)

(LESSEE)

LEASE ON PROPERTY: _____

DRAWN BY: -

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PARTIES TO THE AGREEMENT

(1) **LESSOR**

_____of P.O. Box _____, _____,

National ID No. _____(hereinafter called **"the Lessor"** which expression shall where the context so admits include his/her heirs, executors, administrators and assigns)

AND

(2) **FIRST LESSEE**

_____of P.O. Box _____, _____,

National ID No. _____

AND

(3) **SECOND LESSEE**

_____of P.O. Box _____, _____,

National ID No. _____(hereinafter collectively called **"the Lessees"** and individually a **"Lessee"**, which expression shall where the context so admits include their respective successors (if a company), permitted assigns and/or personal representatives as applicable)

RECITALS

WHEREAS:

(a) The Lessor is the registered proprietor or duly authorised representative of the owner of the agricultural land described in this Agreement and has the legal capacity and authority to lease the same; and

(b) The Lessor has offered to lease the said land for agricultural purposes, and the Lessee has agreed to take the lease subject to the terms and conditions herein contained;

NOW THIS AGREEMENT WITNESSETH as follows:

1. **INTERPRETATION**

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings assigned to them below:

Property: means the agricultural land described in Clause 2 and in the First Schedule.

Lease Term: means the period stated in Clause 4 (including any extension or renewal agreed in writing by the Parties prior to expiry).

Rent: means the annual lease amount and any other amounts payable under Clause 5.

Parties: means the Lessor and the Lessees, and **Party** shall be construed accordingly.

Lessees: means the First Lessee and the Second Lessee collectively; **Lessee** means either one individually, as the context requires.

2. THE PROPERTY

The property being leased is the parcel of land known as Title Number …… measuring approximately ……. (xxx) hectares situated in ……... County.

3. PURPOSE OF THE LEASE

3.1 The Property shall be used solely for the following agricultural purpose(s) (tick as applicable) and for no other purpose without the prior written consent of the lesser:

- ☐ Coffee Farming
- ☐ Tea Farming
- ☐ Horticulture
- ☐ Cereals & Grains
- ☐ Livestock Farming
- ☐ Seed Production
- ☐ Agro forestry
- ☐ Mixed Farming
- ☐ Other

3.2 The Lessees shall not use the property for any unlawful purpose or for any purpose inconsistent with this Agreement without the prior written consent of the Lessor.

4. LEASE TERM

4.1 The lease period granted is ……. (Months/Years)

4.2 Commencement Date: _____ Expiry Date: _____

4.3 Any extension or renewal shall be by mutual written agreement signed before expiry of the Lease Term.

5. RENT

5.1 Annual Lease Amount (KES): _____

5.2 Price per Acre per Year (KES): _____

5.3 Payment Frequency (tick one):

- ☐ Annual
- ☐ Semi-Annual
- ☐ Quarterly
- ☐ Seasonal

5.4 Upfront Payment: _____ ☐ Years ☐ Months

5.5 Payment Method (tick as applicable):

- ☐ Bank Transfer
- ☐ Mobile Money
- ☐ Cheque
- ☐ Other

6. SECURITY DEPOSIT

6.1 The Lessees hereby agree to pay a refundable security deposit of: **KES _____.**

6.2 The security deposit shall be refunded upon expiry or earlier termination of the Lease Term, after deducting any outstanding obligations, losses, damages, or agreed costs due from the Lessees to the Lessor.

7. POSSESSION

7.1 The Lessor hereby agrees to hand over vacant possession of the Property to the Lessees upon the payment of agreed rent and deposit/immediately upon execution of this Lease Agreement.

7.2 The Parties shall jointly prepare and sign a Property Handover Report before possession is granted, and such report (together with any photographs) may be attached thereto.

7. LESSOR'S OBLIGATIONS, WARRANTIES AND COVENANTS

The Lessor hereby warrants that:

- He/she has the legal capacity and authority to grant the lease
- Shall cooperate in obtaining the completion documents
- Shall grant peaceful vacant possession of the Property.
- Has disclosed all material information affecting the Property.
- He/she shall request permission for reasonable inspections where necessary.
- Shall refrain from interfering with the Lessees' quiet enjoyment of the Property during the Lease Term.

8. LESSEES' OBLIGATIONS AND COVENANTS

The Lessees hereby covenant with the Lessor that they shall:

• Pay Rent when due

• Use the Property responsibly and in accordance with this agreement

• Maintain good agricultural practices

• Comply with all applicable laws and environmental regulations

• Avoid unnecessary damage to the Property

• Obtain any licences or permits required for the intended farming activities

• Not assign or sublease the Property without the prior written consent of the Lessor

9. IMPROVEMENTS

Permanent improvements made by the Lessees shall, upon expiry or earlier termination of this Agreement, become the subject of mutual agreement between the Parties unless otherwise agreed in writing.

10. WATER, INFRASTRUCTURE & UTILITIES

The Property currently contains (tick as applicable)

☐ River

☐ Borehole

☐ Dam

☐ Irrigation

☐ Electricity

☐ Workers' Houses

☐ Coffee Factory

☐ Farm

☐ Roads

☐ Storage

☐ Facilities

☐ Other

Responsibility for maintenance shall be as agreed between the Parties.

11. INSURANCE & RISK

11.1 Each Party shall be responsible for its own crops, machinery, equipment and operations unless otherwise agreed in writing.

11.2 Notwithstanding anything to the contrary herein contained, no Party shall be liable for losses arising from natural disasters, drought, floods, pests, diseases or other events beyond their reasonable control.

12. FEES

Each party shall be responsible for the payment of:

- legal fees to the respective advocates for the preparation and execution of this lease agreement
- due diligence costs
- survey charges
- government fees for land registry services, and
- other transaction costs as may be necessary

13. DEFAULT

A Party shall be deemed to be in default where it materially breaches this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice requiring remedy.

14. TERMINATION

This Agreement may be terminated:

- By mutual written agreement.
- Upon expiry of the Lease Term.
- By any Party for material breach of this Agreement.
- Where continuation becomes unlawful.

Termination shall not affect rights and obligations already accrued.

15. FORCE MAJEURE

No Party shall be liable for failure to perform obligations resulting from events beyond reasonable control including natural disasters, civil unrest, epidemics, war or government restrictions.

16. DISPUTE RESOLUTION

The Parties shall first attempt to resolve disputes through good faith negotiations. Where such negotiations fail, the dispute shall be referred to mediation. If mediation is unsuccessful, either party may refer the dispute to Court for resolution.

17. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Kenya.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the lease of the Property. No amendment shall be valid unless made in writing and signed by all Parties.

19. EXECUTION

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by the **LESSOR: -**

Name_____ **Signature**_____

National ID No. _____

In the presence of: -

Advocate

I CERTIFY AND VERIFY that **_____,** the above-named LESSOR appeared before me on the …….…. Day of……..., 202.., and being known to me/identified by **National ID No. _____,** acknowledged the above signature to be his/hers and that he/she has freely and voluntarily executed this instrument and understood its contents and legal implications.

_____

ADVOCATE

SIGNED by the **LESSEES: -**

Name_____ Signature_____

National ID No. _____

Name_____ Signature_____

National ID No. _____

In the presence of: -

Advocate

I CERTIFY AND VERIFY that the above-named _____and _____LESSEES appeared before me on the …….…. Day of……..., 2026, and being known to me/identified by their **National ID Nos. _____ and _____ respectively, acknowledged** the above signatures to be theirs and that they freely and voluntarily executed this instrument and understood its contents and legal implications

_____

ADVOCATE

THE FIRST SCHEDULE

(Property Description and Existing Improvements)

Item	**Details**
Title Number	
Land Reference (LR) Number	
County	
Sub-County	
Ward	
Village / Locality	
Google Pin / GPS Coordinates	
Total Parcel Size (Acres)	
Area Being Leased (Acres)	

Existing Improvements (tick as applicable)

- ☐ Coffee
- ☐ Tea
- ☐ Macadamia
- ☐ Avocado
- ☐ Horticulture
- ☐ Cereals
- ☐ Dairy
- ☐ Livestock
- ☐ Irrigation System
- ☐ Dam
- ☐ Borehole
- ☐ Workers' Houses
- ☐ Factory
- ☐ Store
- ☐ Office

☐ Other

Property Handover & Inventory (to be completed at handover):

The Parties shall record the condition of the Property at handover, including:

- Existing crops
- Buildings
- Water infrastructure
- Irrigation equipment
- Fencing
- Roads
- Machinery
- Utilities
- Other improvements

A handwritten Document and Photographs may be attached to this Agreement.

THE SECOND SCHEDULE

(Special Conditions)

_____

_____

_____

_____

ATTACHMENTS

- Copy of Title Deed
-
- Official Land Search (where available)
- National ID / Passport (Lessor)
- National ID / Registration Documents (First Lessee)
- National ID / Registration Documents (Second Lessee)
- KRA PIN Certificates
- Property Photographs
- Google Pin / GPS Coordinates
- Site Inspection Report
- Property Verification Certificate (where applicable)
- Passport photographs
- Spousal Consent
- Land Control Board Consent
- Other Supporting Documents