LEASE AGREEMENT

BETWEEN

AL-HIKMAH UNIVERSITY, ILORIN

(LESSOR)

AND

ALHAJA SALIMAT SHAGAYA

(Trading under the name and Style: GRUB TOWN EATERIES)

(LESSEE)

LEASE AGREEMENT IN RESPECT OF ALL THAT OPEN AREA OF LAND MEASURING 21.9M x 7.125M SITUATE AT ATERE CAMPUS, AL-HIKMAH UNIVERSITY, ILORIN.

PREPARED BY:

LEGAL UNIT,
AL-HIKMAH UNIVERSITY,
P.M.B. 1601,
ILORIN, NIGERIA.

THIS LEASE AGREEMENT is made this……day of……2022 BETWEEN **AL-HIKMAH UNIVERSITY, ILORIN** of Adeta Road, Adewole Estate, Ilorin, Kwara State, Nigeria (hereinafter called "The LESSOR" include expression where the context so admits include her heirs, assigns, executors, privies, personal/legal representatives and successors-in-title of the one part AND **ALHAJA SALIMATA SHAGAYA (Trading under the name and style: GRUB TOWN EATERIES)** of University of Ilorin Main Campus, Opposite Lagos Female Hostel, Behind Car Wash, Ilorin, Kwara State, Nigeria (hereinafter called "The LESSEE" which expression shall where the context so admits include her heirs, assigns, executors, privies, personal/legal representatives and successors-in-title) of the other part.

WHERE IT IS AGREED AS FOLLOWS:

The LESSOR agrees to let and the LESSEE agrees to lease ALL THAT open area of land measuring 21.9M x 7.125M situate at Atere Campus, Al-Hikmah University, Ilorin, Kwara State (hereinafter called "The Leased Premises") for an initial term of Five (5) years certain commencing from the …… day of …… 2022 and ending on ……. day of …… 2027 PAYING AND YIELDING the yearly rent of ₦100,000 (One Hundred Thousand Naira Only) for the open space.

THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS:

1. To pay during the said term, the said reserved rent at the times and manner stipulated herein.
2. To defray (or in the absence of direct assessment on the lessee) to repay the LESSSOR all government agencies levies payable by the LESSEE in respect of the leased premises.
3. To pay to the supplying Authority thereof all charges for electricity consumed in the leased premises for heating, lighting and other purposes during the said term.
4. To keep and maintain the interior of the premises and all additions there to including fittings and/or fixtures in good and tenantable condition throughout the term hereby granted.
5. Not to do or suffer on the leased premises or any part thereof any act, matter or thing whatsoever which may be of annoyance, nuisance, damage or disturbance to the LESSOR or occupiers of any adjoining or neighboring property.

6. To use and occupy the leased premises solely and exclusively as COMMERCIAL purpose only of establishment of outlet for the sale of various Food Items, Soft Drinks and Ice Cream and not to use, suffer or permit anyone to use the same for any other purposes.
7. Not to affix, erect or exhibit or permit to be upon any part of the exterior of the premises or through any windows thereof any placard, poster, notice, advertisement, name or sign whatsoever save that the name of the LESSEE. In case, it is necessary to do so, the lessee shall seek the LESSOR'S consent through his agent by writing.
8. Not to assign, sublet or part with possession of the whole or any part of the leased premises without the prior written consent of the LESSOR.
9. Not to use, bring in, sell or transact in any form in any alcoholic, narcotic or drug related materials within the premises.
10. To be responsible for and to indemnify the LESSOR against all damages occasioned to any adjacent or neighboring premises by the act or default or negligence of the lessee or her servants, agents, licensees or invitees.
11. Not to cause or permit any obstruction to the entrances, passage and other common portions of the area so leased.
12. To observe and conform to all reasonable regulations made by the LESSOR for proper management of the area of land so let as notified in writing by the lessor or her agents to the tenant from time to time.
13. To yield up the leased premises at the expiration or sooner determination of the said term.
14. To indemnify the LESSOR against all damages or injury caused by the negligent acts and negligent default of the LESSEE and against all costs and expenses in connection therewith.
15. To evacuate and discharge the soak-away pit as and when necessary in conjunction with other tenants.
16. To participate in and contribute towards all community neighborhood maintenance and security activities and pay the dues for the leased premises.

THE LESSOR HEREBY CONVENANTS WITH THE LESSEE AS FOLLOWS:

1. That the LESSEE paying the rent hereby reserved and performing and observing the several covenants on her part herein contained shall peaceably hold and enjoy the premises

throughout the term hereby granted without any interruption by the LESSOR or any person rightfully claiming under or in trust of the LESSOR.

2. To keep the exterior of the structure erected in reasonable state and to put and keep the drive ways and path in serviceable order and repair.

PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

i. That if any covenant on the part of the lease herein contained shall not be performed and after all due processes have been adhere to, in any of the said cases it shall be lawful for the LESSOR at any time thereafter to re-enter absolutely determine but without prejudice to the right of action of the LESSEE herein contained.

ii. The LESSOR shall not be responsible to the LESSEE and /or licensees, servants, agents or other persons in the premises or calling upon the lessor for any accidental happening or injury suffered or loss of any chattel or property damage or sustained in the leased premises or in the building.

iii. The failure of the LESSOR to insist upon the strict performance of any of the terms, conditions and covenants on the part of the LESSEE herein contained shall not be deemed a waiver of any right or remedies that the LESSOR may have against the LESSEE and shall not be deemed a waiver or condonation of any subsequent breach or default of the LESSEE in the performance of any of the terms, conditions or covenants on her part herein contained.

iv. All notice required to be given to the LESSEE under the terms of this agreement shall be sufficiently served if delivered by hand to the LESSEE in the leased premises or sent by post to the LESSE'S last known address or if addressed by the LESSOR or her agent shall be sufficiently served or delivered by hand in the leased premises.

v. Provided there is no breach from either of the parties, this agreement will be subject to automatic renewal after the expiration of the initial Five year term herein granted.

vi. If the LESSEE shall be desirous of renewing this lease for further term, shall at least three months before the expiration of the here by granted give written notice of her intention to do so to the LESSOR provided that at the time of such request there shall be no existing breach or non-observance of any of covenant or provisions on the part of the LESSEE herein contained and the LESSOR may grant a renewal

of the lease herein contained and the LESSOR may grant a renewal of the let premises for a further term at the expiration of the current term and at a rent which shall be agreed on between both parties which rent shall be payable immediately on commencement of the new tenancy.

vii. That in case of renewal this Agreement shall continue to govern the relationship of the parties.

FORCE MAJEURE

i. None of the parties shall be liable to the other for delay in performance of the Lease agreement caused by circumstances beyond her control, including but not limited to act of God, War, Riot, Earthquake, Strikes, Flood, Labour Dispute, Government Restriction and other similar cases.

ii. Force Majeure shall not include any event which is caused by the negligence or intentional action of a party or servant/agent.

WAIVER

i. No waiver of any provision of this agreement shall be of any force of effect unless such waiver is in writing and expressly stated to be a waiver of a specified provision of the agreement and signed by the party to be bound thereby.

ii. Any party's waiver of any breach or failure to enforce any of the terms, covenants, condition or other provision of the agreement at any time shall not in any way affect limits or modify or be a waiver of theta party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision or any course or dealing or custom of the trade notwithstanding.

ARBITRATION

i. In the event of any dispute arising with regard to the agreement, parties shall use their best effort to settle amicably arising out of or in connection with their agreement or its interpretation.

ii. Any dispute between the parties arising from this agreement that cannot be settled within Sixty days after receipt by one party of the other party's request for such amicable settlement may be referred by either party for settlement to the Centre for

Alternative Dispute Resolution in Ilorin, Kwara State. This is however without prejudice to a right to institute action in a competent court of law.

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

THE COMMON SEAL of the within named **LESSOR** was affixed

in the presence of:

....

VICE CHANCELLOR **REGISTRAR**

SIGNED, SEALED AND DELIVERED by the within named **LESSEE**

.....

ALHAJA SALIMATA SHAGAYA

in the presence of:

1. **Name:** Alimi Omobolanle Robert
   Address: Admiralty villa GRA Ilorin
   Occupation: Student
   Signature: .....
2. **Name:** Akinwande-Olamilekan Wisdom
   Address: Admiralty Villa GRA Ilorin
   Occupation: Student
   Signature **Occupation:** .....

PREPARED BY:

LEGAL UNIT,

AL-HIKMAH UNIVERSITY,

P.M.B. 1601, ILORIN, NIGERIA.