

ORGANISATIONS NAME

Source: RCRC

Warehouse Rental Contract

BETWEEN

_____, the legal owner of the property located at _____
_____, hereafter referred to as the "Owner"

AND

the LESSEE, hereafter referred to as the "ORGANISATION"

The following is agreed:

Article 1

By the present contract, the Owner agrees to rent to the ORGANISATION exclusive use of the warehouse facility, comprising ____ sqm, and its surrounding grounds, _____ sqm in total, located at _____. The warehouse and adjoining compound shall be rented empty and clean. The ORGANISATION has the right, should a need occur, to erect temporary warehouse facilities (tents or containers) on the warehouse premises next to the rented warehouse without incurring any additional charges. The Owner guarantees access to the warehouse 24 hours per day, 7 days per week.

(Note: When renting part of a warehouse, rent should reflect just the required space: the cost per square meter of space being rented.)

Article 2

Total monthly rent is USD _____, payable at the end of the previous month. Rent includes the use of electricity and forklift(s) *(add forklifts where)*. All other utilities, except electricity, shall be paid by the ORGANISATION.

Article 3

The present contract is valid for one year (12 months), beginning _____, _____ *(month, day, year)* and ending _____, _____. At the end of this period, the contract shall be extended automatically every six months, unless one of the parties terminates the contract, in which case the terminating party must provide a minimum of _____ days notice in writing to the other party. *(Suggest no less than 30, no more than 90 days)*

With the exception of Article 4 below, each party to the contract can terminate this agreement at the end of the first 12 months by giving a minimum of _____ days *(between 30 to 90 days, should be same as above)* written notice.

Article 4

In respect of unforeseen events, such as the closing of the ORGANISATION's country representation, the forced reduction of its programmes and/or personnel or similar events, the ORGANISATION has the right to terminate the contract with 30 day's notice, even during the initial one-year-period of the contract.

Article 5

A. Throughout the duration of the contract, the Owner shall maintain the warehouse and adjoining compound in a state suitable for the purpose for which the facility is rented; i.e., to provide secure, dry storage of goods. This includes the provision of undamaged roofs, doors and walls.

B. Where the Owner does not fulfil the above-mentioned duties and damages are left unrepaired, the ORGANISATION has the right to undertake the repairs and to charge the Owner the full cost of such repairs.

C. Security of the warehouse is the responsibility of _____.

Article 6

A. The ORGANISATION shall have no obligations whatsoever towards the Owner or local authorities for the payment of any taxes, fees and other fiscal duties originating from the ownership of the warehouse.

B. The Owner agrees to fulfil all duties towards the state, ensuring that the ORGANISATION does not face any administrative problems in this regard. Disrespect of this clause will be considered as grounds for the immediate termination of the contract, and this without prejudice to the ORGANISATION.

C. The ORGANISATION has the right to sublease the warehouse to a third party, who is approved by the Owner, until the end of the contract.

Article 7

The ORGANISATION shall not be held responsible for the partial or total destruction of the warehouse, adjoining compound or enclosure as a result of natural or manmade disasters or an act of war. The Owner shall be responsible for insuring the warehouse property against all such risks.

Article 8

The Owner will insure the warehouse and surrounding compound against third-party damages (e.g., fire due to arson or an accident, damages due to water, etc.) for the duration of the contract and any subsequent renewals. The Owner shall carry, and provide proof of, liability insurance for injury or damages to the ORGANISATION's personnel and /or goods due to negligence on the part of the Owner.

Article 9

Upon termination of the rental Agreement, the ORGANISATION shall hand back the warehouse, forklift (*where provided*) and adjoining compound to the Owner in the same condition as initially rented, with the exception of minor deterioration commensurate with normal wear and tear.

Except for those cases covered by Article 5 B., no structural alterations will be made in and around the warehouse without prior written consent of the Owner and the ORGANISATION. All such alterations shall belong to the Owner and shall not be undone or removed at the end of the contract.

Article 10

The present state of the warehouse, forklift (*where one is provided*) and adjoining compound has been jointly agreed to in writing and countersigned by both parties; and is attached as an integral part of this contract.

Article 11

In the first instance, any dispute, controversy, or claim relating to this contract or the breach, termination or invalidity thereof, shall be settled amicably.

Where an amicable resolution is not possible, it shall be settled by arbitration according to the national jurisdiction governing commercial affairs in the country of _____.

Or (Choose one of the paragraphs.)

Where an amicable resolution is not possible, it shall be settled by arbitration, to the exclusion of national jurisdiction, in accordance with the Arbitration Rules as at present in force. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such

dispute, claim or controversy. The place of arbitration shall be Geneva, Switzerland and the language of arbitration shall be English.

Article 12

A. Before this contract shall come into in force, the Owner shall present documentation demonstrating proof of ownership for the warehouse and an official letter signed by the relevant local authorities proving the Owner’s right to rent the facilities.

B. Should ownership of the warehouse change during the time that this contract is in force, the ORGANISATION has the right to renegotiate the terms of the contract.

Article 13

Neither party shall be liable for any failure or delay in performing any of the obligations herein where such delay or failure is caused by strikes, lockouts, labour disputes, riots, civil commotion, acts or restraints of governments or any similar cause beyond the control of the party in question provided that such party shall:

- give immediate notice in writing to the other party of the existence of such causes or events and indicate the likelihood that a delay or postponement may take place, and
- has used its best effort to perform its obligations herein notwithstanding the existence of such causes or events.

The Owner shall not divulge, through advertising or any other means that it is or has been contracted by the ORGANISATION. The Owner shall not use for any purpose whatsoever the ORGANISATION name or logo without the express written consent of the ORGANISATION its designate.

The contract is personal to the parties hereto and may not be assigned to a third party by either party without the written consent of the other.

No variation or amendment of the contract shall be binding on the parties unless confirmed by both in writing.

Any notice to be given under the contract shall be in writing to the receiving party at its business address: as written on page one of this Agreement or as last notified in writing to the other party.

Nothing in this contract shall be deemed a waiver, expressed or implied, of any privilege or immunity of the ORGANISATION.

This contract supersedes all prior agreements written and oral between the parties with respect to the subject matter of this contract.

For the ORGANISATION

For the Owner

(signature)

(signature)

(name printed)

(name printed)

Head of Delegation

(title)

(legal address)

(legal address)

(date)

(date)