



## RENTAL AGREEMENT

### 1. Parties

This Agreement is entered into force by Landlord UWERA Marie Claire located in Northern province, Rulindo district, Shyorongi sector, Bugaragara cell, Nyarushinya village with telephone number 0788574942 and email: [cuwema1982@yahoo.fr.com](mailto:cuwema1982@yahoo.fr.com);

And

The tenant, Trinity Nyakabingo Mine Ltd located in Northern Province, Rulindo district, Shyorongi sector and represented by James Mudahungo (**General Manager**) with telephone number +250 788 626 073 and email: [james.mudahunga@trinity-metals.com](mailto:james.mudahunga@trinity-metals.com);

### 2. Identification of the premises and occupants

The premise is a residential house located in Kabaraza Village, Bugaragara Cell, Shyorongi Sector, Rulindo District; UPI 4/01/16/01/5915.

### 3. Agreement to rent

According to the terms of this Agreement, Tenant agrees to rent the Rental Property for **residence** use only.

### 4. Term

The term of rental will start on 22 August 2024 and continues for a non-limited time, unless otherwise agreed by parties.

### 5. Inability to take or deliver possession of Rental Property

If the Tenant is unable to take possession of the Rental Property premises, or vacates the Rental Property s/he will still be responsible for paying rental for the occupancy period and complying with the terms of this Agreement.

If Landlord is unable to deliver possession of the Rental Property premises for any reason outside of the control of the Landlord (for example, destruction of the building due to natural disaster), Tenant will have the right to terminate this Agreement upon written notice to the Landlord, and Landlord's responsibility will be to return sums paid by Tenant for periods of time when Landlord is unable to deliver possession of the premises.

A handwritten signature in blue ink, appearing to be the initials 'M' followed by a stylized flourish.

#### **6. Payment of Rent**

Tenant will pay Landlord monthly rental fee of **300.000 Rwf (Excluding all applicable taxes)** payable in advance not later than the fifth day of every month. Upon signing of this Agreement, the tenant will pay to the Landlord an advance payment of 5 months rental fees equal to **1,500,000 Rwf**.

Rent payments will be made by bank transfer to the account number 000520773900393 opened in **Bank of Kigali(BK)** in the names of UWERA Marie Claire as evidence of the payment for the period covered.

#### **7. Alterations or repairs**

Tenant is not permitted to make any repairs or alterations to the Rental Property, or any appliances or fixtures therein, without prior consent of the Landlord. This includes painting the premises, and others.

#### **8. Keys**

Keys to the Rental Property belong to the Landlord and will be returned by Tenant to Landlord at the end of the tenancy agreement. In the event of key loss the need for keys replacement or new locks, Tenant will inform the Landlord.

Assignment and subletting. Tenant is not entitled to assign this Agreement or sublet the Rental Property to anyone else without advance written consent of the Landlord.

#### **9. Utilities and maintenance responsibilities**

Tenant is responsible to pay all utility bills. Tenant is required to provide utility services necessary to maintain the premises under the terms of this Agreement.

Tenant will examine the Rental Property, including fixtures, paint, etc. and considers them to be safe and in clean condition and repair unless otherwise noted in writing to the Landlord within the first week of moving into the premises.

Tenant is responsible to keep the Rental Property clean, sanitary, and in good condition, and other than ordinary wear and tear, return the Rental Property to Landlord in the same condition as at the beginning of the lease agreement.

Tenant is required to promptly notify Landlord of any dangerous conditions or defects found in the Rental Property, or arising during the term of this Agreement, whether pre-existing, caused by Tenant, or guests, and whether negligently or intentionally caused.



#### **10. Rights of access**

Landlord is permitted to access the Rental Property in the event of an emergency without prior notice. Otherwise, Landlord is permitted to access the Rental Property with at least advance notice for access at reasonable times during the day for the following purposes: an annual inspection to check for safety or maintenance problems and evaluate the overall condition of the Rental Property, to make repairs and/or improvements, or to show the Rental Property to prospective buyers or tenants. Notice of intent to access the Rental Property will be given in writing.

#### **11. Termination of tenancy**

This agreement may be terminated by landlord or by tenant and may be modified by giving 30-days' written notice by either party. Any holding over thereafter shall result in tenant being liable to landlord for prorated daily rental. When the tenancy under this Agreement ends, Tenant will be required to do the following: empty and clean the Rental Property such that it is clean, sanitary, and good condition, subject only to ordinary wear and tear, return all keys to Landlord.

#### **12. Applicable law**

This Agreement will be interpreted and governed by the laws of Rwanda. In the event of a dispute between the parties arising under this Agreement, the parties will make good faith efforts to discuss the dispute in person and attempt to reach resolution.

#### **13. Entire agreement**

This Agreement constitutes the entire agreement between the parties supersedes all previous negotiations, agreements and commitments whether written or oral with respect to this tenancy. Any modification of this Agreement shall be in writing and shall be signed by each party. There are no understandings, representations or warranties except as herein expressly set forth and no rights are granted except as expressly set forth herein.

A handwritten signature in blue ink, appearing to be the initials 'M' or 'My', is located at the bottom left of the page.



Executed by the Parties on the dates indicated below.

**Landlord:**

Uwera Marie Claire

A handwritten signature in blue ink, appearing to read 'MARIE CLAIRE UWERA', is written over a faint blue circular stamp.

**Signature:**

Date: 22/08/2024

**Tenant:**

James Mudahunga



**Signature:**

Date: 22/08/2024

LISTE Y'IBIKORESHO BIRI MU NZU

NO	IBIKORESHO	UMUBARE
1	SALON (INTEBE)	4
2	AMEZA YA SALON NTO N'ININI	5
3	TELEVISION PC32	1
4	DECODEUR	1
5	TELECOMMANDE	1
6	AKAMEZA KA TELEVISUER	1
7	ANTENNE	1
8	TAPIS	1
9	SALLE A MANGER AMEZA	1
10	INTEBE ZA SALLE A MANGER	2
11	FRIGO YA SAYONA	1
12	CUISINIÈRE YA 4	1
13	MICROWAVE	1
14	QUETO	1
15	CHEMINE	1
16	IBITANDA RIBUYU	2
17	MATELAS	2
18	IMISEGO YO KURYAMIRA	4
19	ESUIN MAIN	2
20	AMASHUKA	2
21	COUVRET LIT	2
22	AMASAFURUYA	4
23	AMASAHANI	12
24	COUVERTS	FF
25	AMABASE	2
26	INDOBO	2
27	TAPIS DE TOILETTE PAIRE	2
28	TAPIS DE LIT	2
29	IPASI	1
30	PAIRE IBISORORI	1
31	IPANU	1
32	THERMOS	1
33	IGITAMBARO	1
34	WATER DISPENSER	1
35	ICUPA INYANGE	1
36	ICUPA RYA GAZ 12KGS	1

Signature

REMETTANT

RECEVANT