

AGRICULTURAL LAND LEASE AGREEMENT FORM

This land lease agreement form is designed to:

1. Facilitate execution and provide security to all parties in a land lease engagement in an effective manner for all genders, including young men, women, and youth groups.
2. Be used for a new lease or an amendment to an existing agreement, applicable to both public or privately owned land.
3. Clearly state the details of land being leased and the terms and conditions of leasing, which may include land management practices.
4. Be endorsed and witnessed by a Local Government Administrator and relevant stakeholders, including groups and spouses where applicable.

This form is to be filled in triplicate, with one copy to be retained by the lessor, one by the lessee, and one by the endorsing Government Officer. For guidance on how to utilize and fill out this form, please refer to the attached QR code.

Type of agreement

Original Amendment (Tick appropriately)

This Land Lease Agreement is made/amended on this _____ day of _____ 20____

between

(first and family name, ID number and Phone number of the lessee, if the land is being leased in by one individual farmer) herein referred to as 'the lessee'

or

_____, and

_____ herein collectively referred to as 'the lessee' (please edit to add names of all other co-lessees if the land is being leased in collectively by more than one farmer)

or

_____ [name of a group if the land is being leased by a registered group] herein referred to as 'the lessee', and represented by the following officials:

1) Chairperson: _____ (name), ID. No. _____ Mobile phone No. _____

2) Secretary: _____ (name), ID. No. _____ Mobile phone No. _____

3) Treasurer: _____ (name), ID. No. _____ Mobile phone No. _____

[Indicate names of at least three (3) key officials, edit to add names of more officials, their positions, and contact details]

and

_____ (First and family name of the landowner if the land is owned by one person) herein referred to as 'the lessor'

or

_____, and

_____ (first and family names of persons whose names appear on the land registration document if the land is owned by more than one person) herein collectively referred to as 'the lessor'

or

_____ (name of an institution leasing out the land if it is an institutional land) herein referred to as 'the lessor' and represented by the following officials:

1) Name: _____ Position: _____ Mobile phone No. _____

2) Name: _____ Position: _____ Mobile phone No. _____

3) Name: _____ Position: _____ Mobile phone No. _____

Official rubber stamp/seal:

Description of the piece of land being leased

The piece of land is registered as L.R. No. _____ and measures _____ acres and/ or _____ meters by _____ meters. Its boundaries are _____

(describe the piece of land using visible and permanent marks on that land)

Details of lessee's next of kin

Name: _____ Age: _____ years

Relationship with Lessee: _____ Mobile phone No. _____

Details of lessor's next of kin

Name: _____ Age: _____ years

Relationship with Lessor: _____ Mobile phone No. _____

ID Number: _____

Lease term: _____ years _____ months

Start of the lease: _____ / _____ / _____ (date/month/year)

Expected end of the lease: _____ / _____ / _____ (date/month/year)

Rent

KES _____ (amount in figures)/ _____

(amount in words) to be paid on _____ [date and month] of every year by _____ [cash/ M-Pesa]

Any other form of rent if not monetary payment: _____

Conditions of payment

Any installments and how and when to clear the balance, if applicable: _____

Purpose of lease

Crop(s) to be grown and/ or animals to be reared and/ or activities to be carried out on the leased piece of land:

Degree of freedom of use and control by lessee

Degree of freedom of use and control by the lessor

Conditions on return of land by the lessee

Conditions

- a) Do not grow illegal crops such as marijuana on the leased piece of land.
- b) Pay rent as agreed.
- c) Observe and adhere to the conditions set out in this land lease agreement.

(Attach additional papers if there are more conditions. Local administrator to endorse the additional sheets.)

Responsibilities of parties

In signing this agreement, the landowner agrees that he/she shall:

- a) Ensure that his/her family members, friends, or livestock do not interfere with the crops or activities of the lessee on the leased piece of land.
- b) Provide the lessee with adequate access to the leased piece of land.
- c) Provide neighbours to the leased piece of land with ample access to properties/facilities located within or behind the piece of land to be leased including homes, other pieces of land, or common water points.
- d) Adhere to the terms and conditions as outlined in the land lease agreement.

In signing this agreement, the lessee agrees that he/she shall:

- a) Be responsible for ensuring the security of his crops and/or and activities on the leased piece of land.
- b) Adhere to the terms and conditions as outlined in the lease agreement.

(Attach additional papers if there are more responsibilities. Local administrator to endorse the additional sheets.)

SPOUSAL CONSENT AND EXECUTION

Registration No. of the leased piece of and/or description:

I/ we,

1) Name: [] ID. No. [] Mobile phone No. []

2) Name: [] ID. No. [] Mobile phone No. []

3) Name: [] ID. No. [] Mobile phone No. []

being the spouse(s) of []
(name of lessor) herein referred to as the "Lessor" hereby acknowledge and declare that:

- a) I/ we have full knowledge of this agricultural land lease agreement.
- b) I/ we understand the nature and effect of this Agricultural Land Lease Agreement.
- c) Neither the lessor nor the lessee have used any compulsion or threat or exercise undue influence on me/us to induce me/ us to execute this consent.
- d) I/ we acknowledge that I have been advised to take, and/ or have taken independent legal advice, regarding the nature of remedies and effect of this Agreement and understand the nature of this commercial transaction.

Signed by me/us:

Name: [] Signature: [] Date: []

Name: [] Signature: [] Date: []

Name: [] Signature: [] Date: []

(Attach additional papers for extra spouses. Local administrator to endorse the additional sheets.)

Signed by lessor/ lessor's representatives

1) Name: [] Signature/thumbprint: [] Date: []

[Photo]

2) Name: Signature/thumbprint: [Photo]

Date:

3) Name: Signature/thumbprint: [Photo]

Date:

(Where possible, attach a photo of the lessor/photos of the lessor's representatives signing the form and Photocopy of ID cards)

Signed by lessee/ lessee's representatives

1) Name: Signature/thumbprint: [Photo]

Date:

2) Name: Signature/thumbprint: [Photo]

Date:

3) Name: Signature/thumbprint: [Photo]

Date:

(Where possible, attach a photo of the lessor/photos of the lessor's representatives signing the form and Photocopy of ID Cards)

In the presence of our witnesses

Witnesses of the lessee:

1) Name:

ID. No. Mobile phone No. Signature/thumbprint:

2) Name:

ID. No. Mobile phone No. Signature/thumbprint:

3) Name:

ID. No. Mobile phone No. Signature/thumbprint:

Witnesses of the lessor:

1) Name:

ID. No. Mobile phone No. Signature/thumbprint:

2) Name:

ID. No. Mobile phone No. Signature/thumbprint:

3) Name:

ID. No. Mobile phone No. Signature/thumbprint:

Endorsed by:

Name of local administrator: Signature:

Title/designation of administrator: County:

Sub-county: Ward: Stamp and date: