

# **COUNTY GOVERNMENT OF BUNGOMA**



**DEPARTMENT OF AGRICULTURE, LIVESTOCK,  
FISHERIES, IRRIGATION & COOPERATIVES.**

---

## **BUNGOMA AGRICULTURAL LAND LEASE GUIDELINES 2023**

# TABLE OF CONTENTS

## Table of Contents

TABLE OF CONTENTS.....	ii
Table of Contents .....	ii
DEFINITION OF TERMS .....	iv
CHAPTER ONE – BACKGROUND INFORMATION .....	1
1.0. INTRODUCTION .....	1
1.1. JUSTIFICATION.....	2
1.2. PURPOSE OF THE GUIDELINES.....	2
1.3. LEGAL AND POLICY FRAMEWORK .....	2
CHAPTER TWO- LAND LEASE GUIDELINES.....	4
2.0. INTRODUCTION .....	4
2.1. PROCEDURE FOR LEASING .....	4
2.1.1. Locating the piece of land .....	4
2.1.2. Due diligence .....	4
2.1.3. Make your intention clear .....	5
2.1.4. Negotiate the terms and conditions of the lease and agree on the rent .....	5
2.1.5. Enter a written agreement.....	5
2.2. INVOLVING FAMILY MEMBERS AND NEXT OF KIN .....	6
2.3 RESPONSIBILITIES .....	6
2.3.1Responsibilities of the tenant .....	6
2.3.2 Responsibilities of the landowner .....	6
2.3.3. Collective responsibility.....	7
2.4. CONFLICT MANAGEMENT .....	9
2.5. LAND RESTRICTED FROM LEASING.....	9
2.6. CONDITIONS FOR LAND LEASING .....	9
2.6.1. Age limit .....	9
2.6.2. Witnesses .....	10
2.6.3. Next of kin .....	10
2.6.4. Lease term .....	10
2.6.5. Lease amount .....	10

2.6.6. Signing of the land lease agreement form ..... 11

2.6.7Custody of the land lease agreement form..... 11

2.7. AMENDMENT OF THE LEASE ..... 11

2.8. BREACH OF THE LAND LEASE AGREEMENT ..... 12

2.9. DISPUTE RESOLUTION ..... 12

2.10 TERMINATION OF THE LEASE AGREEMENT..... 12

ANNEX - ONE- BUNGOMA AGRICULTURAL LAND LEASE AGREEMENT .....1

## DEFINITION OF TERMS

<b>End of the lease:</b>	The time when the tenant will return the leased piece of land to the landowner.
<b>Land lease agreement form:</b>	A document that is executed by the landowner and the tenant to formalize a land lease.
<b>Land lease:</b>	A written agreement between a landowner and tenant which specifies the terms and conditions of the lease arrangement for the period set out in the lease.
<b>Landowner:</b>	A person who owns the land and wishes to rent it out to another person.
<b>Lease Amount:</b>	The amount of money that the tenant will pay to the landowner for the use of the leased piece of land.
<b>Lease term:</b>	The period in which the tenant has the right to use the leased piece of land (i.e., the period between the start and end of the lease).
<b>Local administrator:</b>	An officer of the county or national government whose office is established by an Act of parliament of the Republic of Kenya, including a chief, an assistant chief, a ward administrator, a community administrator, a village administrator, etc. for the area where the piece of land to be leased is located.
<b>Start of the lease:</b>	The time when the landowner gives the lease piece of land to the tenant.
<b>Tenant:</b>	A person/ a farmer who rents the land for the purpose of farming.

# CHAPTER ONE – BACKGROUND INFORMATION

## 1.0. INTRODUCTION

Agriculture is a major driver of Kenya's economic growth. Its contribution to the country's GDP is 27.3 percent (KNBS- ESR, 2019). Agriculture is profoundly important to nearly every one of Kenya's 47 million people. Approximately, three quarters depend on the sector for their livelihood and survival, and 90 percent of rural incomes come from agriculture.

Agriculture, which provides 26% of the employment opportunities, remains the greatest potential stimulant of rural development and creator of job opportunities. It however attracts manual unskilled workers and practitioners leading to low productivity, low paying jobs and poor return on investment. A capacitated population operating in a predictable, regulated and structured agricultural sector could be the trigger needed to stimulate the county economy.

Agribusiness progress is essential in providing food for the growing non-agricultural labour force, raw materials for industrial production, enhanced saving and tax revenue to support development of the rest of the economy, earning of foreign exchange and providing a growing market for domestic manufactures. The County Government of Bungoma seeks to promote Agribusiness within the County through collaborations with development partners and other stakeholders and also through creating enabling environment by developing legislative frameworks.

Land is the key resource needed to promote agricultural activities. The most common way of acquiring agricultural land in Kenya is through inheritance. As dictated by customary laws on land inheritance, family pieces of land are in the hands of elder male members of the family and are passed on to other male members, sons, when they are considered mature enough to take care of the land. Women's access to family land is through their husbands and is depended on their relationship with their husbands. Overreliance on land inheritance makes it difficult for most vulnerable groups including the youth, women and persons with disability to participate in farming, since they must wait for a very long time before the land is passed on to them.

The increase in population has led to fragmentation of land to the extent that the small pieces are uneconomical for agriculture. Restricted land access is a major constraint to participation by many people in agriculture. In most cases, the youths and women are predisposed to restricted land access. Consequently, those who wish to venture into Agribusiness especially the youth can only ac

ss and use land through entering into lease agreements as this is cheaper than buying land and allows a farmer to utilize land, whose owner does not plan to utilize for a specific time.

### 1.1. JUSTIFICATION

Land leasing has operated in Bungoma, for a long time and it has mostly been done informally and in informal settings such as by the road, in churches or market places without clear guidelines and regulations. Some leasing arrangements are done without the involvement of key parties such the spouse (mostly the wife) and other family members. In many cases, there are neither written agreements nor witnesses to the land lease arrangements. This exposes the parties involved to risks such as premature termination of leases, unplanned prolonged leases or even conflict over sharing of produce or resources on the leased land.

There exists a Land Act 2012, which provides general guidelines on leasing of land, however, Bungoma County has not domesticated the said legislation. In view of the above risks and conflicts, the County Government of Bungoma decided to develop their own guidelines to manage land leasing arrangements. The guidelines will provide arrangements that are robust to deal with all eventualities; hence, both the landowner and the tenant can confidently enter into a lease agreement.

### 1.2. PURPOSE OF THE GUIDELINES

These land lease guidelines are developed to provide a structured way for leasing agricultural land for farming in Bungoma County. The guidelines lay a basis for anchoring a framework for land access through leasing within the county.

### 1.3. LEGAL AND POLICY FRAMEWORK

The development of these guidelines for leasing of agricultural land in Bungoma County has been influenced by the following legal frameworks;

#### a) **The Constitution of Kenya, 2010.**

Part 2 of the Fourth Schedule assigns agriculture as a devolved function to the County Governments. Article 69(1) of the Constitution of Kenya, 2010 requires the State to ensure sustainable exploitation, utilization, management, and conservation of the environment and natural resources and ensure the equitable sharing of the accruing benefits. As such, land is one of the natural resources requiring sustainable management. While this is the obligation of the state, counties are also under the obligation to follow suit, being the second level of government.

**b) The Kenya Vision 2030**

The Kenya Vision 2030 names agriculture as one of the key sectors to transform Kenya into a newly industrializing, middle-income country providing a high quality of life to all its citizens by 2030 in a clean and secure environment. It proposed that smallholder agriculture should be transformed from its current subsistence level, marked by low productivity and low 'added-value', to 'an innovative, commercially-oriented, internationally competitive and modern agricultural sector'.

**c) The Land Act, No. 6 of 2012.**

Under Section 56 (a) of the Land Act, No. 6 of 2012, a landowner has the power to lease his/her land or part of it to any person for a definite period or for the life of the lessor or of the tenant or for a period which though indefinite, may be terminated by the lessor or the tenant. The Act under Section 56 (b) also gives power to the landowner to subject the lease to any conditions that may be required by this Act or any other law or that the lessor may impose.

**d) The Bungoma County Youth Agribusiness Strategy (2021-2025).**

The Bungoma County Youth Agribusiness Strategy is aimed at guiding the stakeholders and the development partners in aligning development initiatives and interventions in order to accelerate growth and development of the youth in agriculture within the county. The strategy envisages promotion of youth employment through an inclusive engagement in youth friendly agriculture value chains. It intends to harmonize the activities of different actors geared towards addressing youth challenges in the county and guide their participation for increased employability for food and nutrition security, income generation and improved livelihoods.

## CHAPTER TWO- LAND LEASE GUIDELINES

### 2.0. INTRODUCTION

This Chapter provides for the land lease guidelines by first outlining the procedure for leasing land which commences with identification of land. The chapter goes ahead to provide for the obligations imposed upon both the land owner and the tenant both independently and jointly as provided for by Section 65 and 66 of the Land Act No 6 of 2012. The chapter further provide for an option on amendment of the lease in and the instances that may lead to the said amendments. The Guidelines finally provides for issues that may amount to breach of the contract agreement, dispute resolution mechanisms and terminated of the lease.

### 2.1. PROCEDURE FOR LEASING

#### 2.1.1. Locating the piece of land

- a) Having decided that he/ she wants to lease land for farming, the farmer will look for the piece of land that he/ she desires to lease.
- b) In locating the desired piece of land, the farmer will consider the possibility of the landowner leasing out the piece of land to him/ her, the ease of access to the piece of land, security, and the suitability of the piece of land to support the desired agricultural enterprise.
- c) The farmer can also consult with local administration and community members in the area where land is available for leasing or landowners who are interested in leasing out land.

#### 2.1.2. Due diligence

- a) Having identified the piece of land that he/ she intends to lease and having known the owner, the farmer will undertake due diligence to establish who the rightful owner of the piece of land is, its acreage/ dimensions, and its boundaries.
- b) The farmer will authenticate that the piece of land that the landowner wishes to lease is owned by him/ her by requesting one or more of the following documents:
  - i. Land title deed for a freehold piece of land.
  - ii. Certificate of lease for a leasehold piece of land.
  - iii. Allotment letter for an allotted piece of land.
  - iv. Certificate of official search from the land registrar's office.
  - v. Affidavit to prove that the said landowner is the rightful owner confirmed by a Commissioner of Oaths, an advocate, or any other equivalent authority.



- vi. Any other document or evidence of possession permitted by a relevant authority and/ or required by Kenyan law.
- c) The farmer will cross-check the above documents with the landowner's identification documents, such as a national identity card, a valid Kenyan passport, or any other document accepted under the Kenyan law.
- d) In the absence of documents listed under b) above, or where such documents are deemed prohibitively expensive to acquire, proof of land ownership may also be ascertained via affidavit from the landowner's family members, neighbours to the piece of land to be leased, or elders and/ or local leaders of the area where the piece of land to be leased is located since the family members, neighbours, elders, and local leaders have been residents in that area for a long time and, therefore, understand land ownership matters in that area.
- e) The farmer will ascertain that the piece of land does not have encumbrances and there are no third parties whose rights to the land may supersede or interfere with his/ her right to possess and use the piece of land once the lease is granted by the landowner by consulting the landowner's family members, neighbours to the piece of land, elders and/ or local leaders in the area where the piece of land is located, and previous users of the land if any.

#### **2.1.3. Make your intention clear**

- a) The farmer will make his intention clear to the landowner that he/she wishes to lease the piece of land for farming, that he/she wishes to enter into a written lease agreement, and that the spouse of the landowner will have to be involved in the process and should be a signatory to the lease agreement.
- b) The farmer will explain to the landowner what crop(s) he/ she wishes to grow or the animals that he/ she wishes to rear on the piece of land, the duration he/she wishes to use the piece of land, and the structures that he/she wishes to establish on the piece of land if any.

#### **2.1.4. Negotiate the terms and conditions of the lease and agree on the rent**

The farmer will negotiate the basic terms and conditions of the land lease with the landowner before agreeing on the rent and signing of the land lease agreement form.

#### **2.1.5. Enter a written agreement**

To ensure strict adherence to what has been agreed upon between the farmer and the landowner:

- a) The terms and conditions agreed upon will be recorded in a land lease agreement form annexed to these Guidelines.
- b) The farmer, spouse and the landowner must sign the filled agreement form before their witnesses and a local administrator.
- c) The land lease agreement form must be signed by the witnesses and endorsed by the local administrator to provide recognizable evidence in defense against anyone who may decide to breach the terms of the agreement.

## 2.2. INVOLVING FAMILY MEMBERS AND NEXT OF KIN

The landowner will involve the spouse, and in the absence of the spouse, indicate their next of kin and their details, including their relationship with them, their contact details, *inter alia* on the land lease agreement form.

## 2.3 RESPONSIBILITIES

### 2.3.1 Responsibilities of the tenant

- a) The tenant shall provide security for his/ her crops and/ or livestock and other establishments and/ or activities on the leased piece of land.
- b) The tenant shall look for witnesses of his/ her own choice, inform them of the land lease, and ensure that they are present to witness the signing of the land lease agreement form and sign as witnesses.
- c) The tenant shall provide their identification documents, such as a national identity card, a valid Kenyan passport, or any other identification document under Kenyan law.
- d) The tenant shall confirm the landowner's identification using identification documents such as a national identity card, a valid Kenyan passport, or any other identification document under Kenyan law.
- e) The tenant shall ensure that the details of the land and the landowner are properly entered into the land lease agreement form.

### 2.3.2 Responsibilities of the landowner

- a) The landowner shall ensure that there is no interference with his/her tenant's crops and/ or livestock and other establishments and/ or activities on the leased piece of land by himself and/ or his/ her family members, friends, livestock, or pets.
- b) The landowner shall look for witnesses of his/ her own choice, inform them of the land lease, and ensure that they are present to witness the signing of the land lease agreement form and sign as witnesses.

- c) The landowner shall make sure that the tenant's family members or other close relatives, especially their spouse and next of kin where applicable, are informed of his/her willingness to lease the piece of land.
- d) The landowner shall notify the tenant of any parts and/ or developments, including activities on the leased land that should not be disturbed during the period of the lease.
- e) The landowner shall provide the tenant with accessibility to the leased piece of land.
- f) The landowner shall provide access to homes and/ or properties/facilities located within or behind the leased piece of land, such as other parcels of land, common water points, etc.
- g) The landowner shall confirm the tenant's identification using identification documents such as a national identity card, a valid Kenyan passport, or any other identification document under Kenyan law.
- h) The landowner shall include accurate information about the status of the land to be leased out.
- i) The landowner shall provide their identification documents, such as a national identity card, a valid Kenyan passport, or any other identification document under Kenyan law.
- j) The landowner shall ensure that the details of the land and the landowner are properly entered into the land lease agreement form.

### 2.3.3. Collective responsibility

- a) Both the tenant and the landowner will adhere to the terms and conditions of the land lease as outlined in the land lease agreement form.
- b) Both the tenant and the landowner will ensure that the land lease agreement is filled in correctly and dully signed by both parties and their witnesses, including their spouse or the next of kin in the absence of the spouse, before their witnesses and a local administrator for the area where the piece of land is located.
- c) Both the tenant and the landowner will agree on the dimensions of the piece of land to be leased by noting its acreage and boundaries; and by clearly describing the piece of land using important landmarks such as trees, fences, roads, terraces, buildings, streams, rocks, and graves, and/ or Geographical Positioning System (GPS) coordinates, where possible; and/ or by drawing a sketch map or by providing a map of the area where the leased piece of land is located if available.
- d) Both the tenant and the landowner will agree on the rights to possession and use, and the degree of freedom and control over the leased piece of land by each one of them, including:
  - i) The intended use of the piece of the land, including the kind of crops to be grown and/ or the kinds of livestock to be kept if any.
  - ii) Arrangements for inspection of the leased piece of land by the landowner if needed.

- iii) Opportunities for the tenant to use other crops, assets, or infrastructure on the leased piece of land, including any perennial crops such as fruit trees and fodder; latrines; and water points among others.
  - iv) Obligations for protecting the leased piece of land by fencing and improving its fertility through sustainable land management (SLM) practices such as liming, terracing, manuring, and planting agroforestry trees.
  - v) Responsibilities for maintaining infrastructure such as access roads, fences, terraces, latrines, and water points; and assets such as trees and fodder on the leased piece of land.
  - vi) Responsibilities for paying any fees or taxes related to the land, if applicable.
  - vii) Possibilities of the landowner and/ or his/ her family members, friends, and his/ her other appointed persons accessing and using perennial crops; infrastructures such as latrines and water points; assets such as trees and fodder; and cultural objects such as burials sites, graves, circumcision sites, and shrines.
- e) Both the tenant and the landowner will agree on the lease term.
  - f) Both the tenant and the landowner will agree on the flexibility of the lease, including possibilities and requirements for renewal at the end of the lease and review of the lease at a future date specifying the date of such a review.
  - g) Both the tenant and the landowner will note down the physical conditions of the land at the start of the lease and agree on the expected conditions of the land at the end of the lease, including whether to retain installed structures such as fences, water structures, and terraces if they were installed during the period of the lease and/ or planted agroforestry trees if they were planted during the period of the lease.
  - h) Both the tenant and the landowner will agree on the rent to be offered for the lease and state whether this rent will be in form of money, a share of crop harvest, or a share of other products from the farm such as uprooted stumps for wood fuel or rocks/ stones dug out from the piece of land, labour offered by the tenant to the landowner, or any other items or support as may be agreed between the tenant and the landowner.
  - i) Both the tenant and the landowner will agree on how the rent will be calculated, terms/ mode of payment, and consequences of the tenant failing to honor the payment within the agreed terms.
  - j) Both the tenant and the landowner will agree on the responsibilities of each party as pertain to crops and/ or activities on the leased piece of land, including care of the crops and/ or activities.

## 2.4. CONFLICT MANAGEMENT

Both the tenant and the landowner will have to understand the risks involved and how to manage them to prevent conflicts. In this regard, they will:

- a) Involve their family members.
- b) Agree and state their dispute resolution mechanisms.
- c) Identify and involve their witnesses who are of sound mind and age.
- d) Agree and write down the consequences or penalty to the tenant for misuse of the leased land, refusal to vacate the leased piece of land at the end of the lease, or any other breach of contract by the tenant.
- e) Agree and write down the consequences to the landowner for premature termination of the lease, encroachment into the leased piece of land without the tenant's permission, use of the tenant's crops or other items or animals on the leased piece of land without the tenant's permission, or any other breach of contract by the landowner.
- f) Agree and write down their responsibilities as pertain to the leased piece of land during the lease term and consequences for breach of contract by either party.
- g) Agree in writing on compensation by or penalty to either party in case of breach of contract.
- h) Agree in writing that the tenant shall not sub-lease the leased piece of land.

## 2.5. LAND RESTRICTED FROM LEASING

- a) The landowner and tenant shall not enter into an agricultural lease agreement for community and government land, cultural sites, road reserves, land belonging to other people or institutions, or land that is meant for preservation under the Land Act, 2012; Land Registration Act, 2012; Community Land Act, 2016; or any other law in Kenya such as riparian areas (areas situated on the riverbanks and streams).
- b) A tenant shall not sub-lease a piece of land that he/ she has leased from another person.

## 2.6. CONDITIONS FOR LAND LEASING

### 2.6.1. Age limit

In Kenya, the Law of Contracts permits only adults of sound mind to enter into agreements. A person is considered to be an adult upon attaining the age of majority (18 years). To that effect:

- i. The landowners and tenants shall enter land lease agreements with counterparts of adult age.

- ii. In cases where under-age orphans or custodians of family land wish to lease out land, the local administrator shall confirm that they have a genuine need for leasing out the piece of land and that they have an adult representative of sound mind and health who may be their family member, their neighbour, or a close family friend of their own choice who can stand in as a guardian.
- iii. Identification information and address of the adult representative stated in ii) shall be noted and attached to the land lease agreement form.

#### 2.6.2. Witnesses

The signing of the land lease agreement form must be witnessed by at least two (2) independent people. To that effect:

- i. The landowner and the tenant shall each choose adult witnesses of sound mind.
- ii. A witness will not be restricted to religion, gender, clan, race, language, family etc.
- iii. Witnesses must present their original identification documents before signing as witnesses on the lease agreement form.

#### 2.6.3. Next of kin

The tenant and landowner shall each choose a next of kin for the leased piece of land and all transactions related to it. In this regard:

- i) The landowner and the tenant shall each choose a next of kin.
- ii) A next of kin will not be restricted to religion, gender, clan, race, language, family etc.
- iii) The next of kin of the tenant will take over all the rights and obligations of the tenant as stated in the land lease agreement form in case of the demise of the tenant.
- iv) The next of kin of the landowner will take over all the rights and obligations of the landowner as stated in the land lease agreement form in case of the demise of the landowner.

#### 2.6.4. Lease term

The lease term shall begin and end on the dates agreed upon by the landowner and tenant and shall be stated clearly in the land lease agreement form.

#### 2.6.5. Lease amount

The rent shall be the amount agreed upon by the landowner and tenant and stated clearly in the land lease agreement form.

#### 2.6.6. Signing of the land lease agreement form

Both the landowner and the tenant and their respective witnesses shall sign the land lease agreement form in the presence of a local administrator for the area where the piece of land being leased is located. The landowner and the tenant can take pictures of the signing exercise as additional proof of the transaction. These pictures may not be admissible as evidence in a court of law but could assist in an out-of-court resolution of conflicts.

#### 2.6.7 Custody of the land lease agreement form

The land lease agreement form shall be filled and signed in triplicate.

- i) The local administrator shall endorse all three copies(triplicates) of the duly filled and signed land lease agreement form on all their pages.
- ii) The endorsing administrator shall keep one of the three originally endorsed land lease agreement form in the office file, give one to the landowner, and the other to the tenant.

### 2.7. AMENDMENT OF THE LEASE

Any amendments of the lease shall be agreed upon between the landowner and the tenant and shall be communicated to the office of the local administrator who endorsed the original land lease agreement form. In this regard:

- i) Such an amendment shall require filling in a new land lease agreement form in which case it shall again be filled and signed in triplicate.
- ii) The local administrator shall again endorse all the three copies (triplicates) of the duly filled and signed land lease agreement form on all their pages and write the words "Amendment to the land lease agreement entered between (*name of the tenant*) and (*name of the landowner*) on (*date of original land lease agreement*) for the piece of land (*indicate the leased plot No. and/ or description*)".
- iii) The endorsing administrator shall again keep one of the three originally endorsed land lease agreement form amendments in the office file and give one to the landowner and the other to the tenant.
- iv) An amendment of the lease shall occur due to one or more of the following:
  - (1) Changes in witnesses and next of kin.
  - (2) Change of use of the leased piece of land i.e., change of crop, animals, or activity, or any other thing as agreed in the original land lease agreement form.
  - (3) Changes in the lease term.
  - (4) Alteration in the boundaries of the leased piece of land, including any expansion or reduction on the area of the leased piece of land.
  - (5) Changes in the rent or security and mode/ terms of payment of the rent.

- (6) Changes in the degree of freedom and control by both the landowner and the tenant.
- (7) Any other amendment to what was written in the original signed lease agreement form.

## **2.8. BREACH OF THE LAND LEASE AGREEMENT**

Breach of the Contract may occur when:

- i. It is discovered that the tenant is growing unscheduled crops such as marijuana or is keeping wild animals on the leased piece of land.
- ii. The tenant fails to pay rent as agreed.
- iii. The tenant damages the leased piece of land or structures/ other properties thereat or another action beyond the threshold established in the lease agreement.
- iv. The landowner destroys the crops or interferes with the activities of the tenant on the leased piece of land or fails to prevent his family, friends, or livestock from destroying the crops and/or properties or interfering with the activities of the tenant on the leased piece of land.
- v. Failure by either the landowner or tenant to observe and adhere to any one or more of the conditions set out in the lease agreement.

## **2.9. DISPUTE RESOLUTION**

Should any dispute arise between the parties with regard to this agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiation.

Should such negotiation fail to achieve a resolution within 15 days, either party, may declare a dispute by written notification to the other, where upon such dispute shall be referred to court annexed mediation under Kenyan law.

## **2.10 TERMINATION OF THE LEASE AGREEMENT**

- a) A land lease agreement will be terminated at the end of the lease as agreed between the landowner and the tenant in the land lease agreement form. The tenant agrees not to assign or sublease his /her interest.
- b) In case the landowner and the tenant mutually agree to end the lease agreement earlier than agreed in the lease agreement form, they must involve the office of the local administrator who endorsed the original land lease agreement form.



## ANNEX - ONE- BUNGOMA AGRICULTURAL LAND LEASE AGREEMENT

This Land Lease Agreement is made on this ..... day of ..... 20.....

**BETWEEN**..... of ID No....., mobile phone No. ...., from ..... Village, ..... Sub-Location, ..... Location, ..... Ward, ..... Sub-county in ..... County within the Republic of Kenya (hereinafter referred to as the “Landowner” which expression shall wherever the context so admits include personal representatives and assigns, on the one part).

**AND**..... of ID No. ...., mobile phone No. ...., from ..... Village, ..... Sub-Location, ..... Location, ..... Ward, ..... Sub-county ..... County within the Republic of Kenya (hereinafter referred to as the “Tenant” which expression shall wherever the context so admits include personal representatives and assigns, on the other part).

### **NOW THEREFORE THIS AGREEMENT WITNESESS AS FOLLOWS:**

#### **1.0. Description of the piece of land**

1.1. The piece of land is registered as L.R. No..... measuring ..... acres and/ or ..... meters by ..... meters or thereabout.

1.2. The piece of land leased is whole/part of L.R No ..... measuring.....ha/acres/square meters. Its boundaries are .....(describe the piece of land using visible and permanent marks on that land)

#### **2.0. PURPOSE OF THE 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: .....

#### **3.0. TERM OF THE LEASE**

The term of this lease shall be for a period of .....months/years from.....to.....

**4.0. LEASE AMOUNT**

4.1. The lease amount has been agreed at Ksh. ....(amount in figures) Kenya Shillings ..... (amount in words) per month totaling to Kenya Shillings ..... per annum to be paid by ..... [cash /M-pesa/ Bank Transfer] on the date agreed upon by the landowner and tenant.

4.2. Any other form of payment if not monetary in nature (if applicable):

.....  
.....  
.....

4.3. Any installments and how and when to clear the balance (if applicable):

.....  
.....  
.....

**5.0. RESPONSIBILITIES OF THE LANDOWNER**

In signing this agreement, the Landowner hereby agrees with the Tenant that he/she shall:

- 5.1. Ensure that his/ her family members, friends, or livestock do not interfere with the crops or activities of the tenant on the leased piece of land.
- 5.2. Provide the tenant with adequate access to the leased piece of land.
- 5.3. Pay all rates, taxes, dues and other outgoings that are payable in respect of the leased land except to the extent otherwise specified in the lease.
- 5.4. Avail consent when required without unreasonable conditions or delay.
- 5.5. Adhere to the terms and conditions as outlined in this land lease agreement.

**6.0. RESPONSIBILITIES OF THE TENANT**

In signing this agreement, the Tenant hereby agrees with the Landowner that he/she shall:

- 6.1. Be responsible for ensuring the security of his/her crops and activities on the leased piece of land.
- 6.2 Provide neighbors 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.

- 6.3 Pay the lease amount at the times and in the manner specified in the lease agreement.
- 6.4 Use the land in a sustainable manner and in accordance with conditions imposed on the use of that land by the lease.
- 6.5 Grow only scheduled crops.
- 6.6 Keep all boundary marks in repair.
- 6.7 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.)*

**7.0 TERMINATION**

The agreement shall be terminated at the end of the lease period as agreed between the landowner and the tenant. The tenant agrees not to assign or sublease his/her interest.

**8.0 AMENDMENTS**

The terms of this lease may be amended by mutual consent, the local administrator shall be informed and another lease agreement form filled.

**9.0 DISPUTE RESOLUTION**

- 9.1. Should any dispute arise between the Parties with regard to this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation.
- 9.2. Should such negotiations fail to achieve a resolution within Fifteen (15) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to Court Annexed Mediation under Kenyan Law.

**SPOUSAL CONSENT**

I, Name: ..... ID. No.: ..... Mobile phone No. .... being the spouse of ..... *(name of landowner)* herein referred to as the “Landowner” hereby acknowledge and declare that:

- 1. I have full knowledge of this agricultural land lease agreement.
- 2. I understand the nature and effect of this Agricultural Land Lease Agreement.
- 3. Neither the lessor nor the lessee have used any compulsion or threat or exercise undue influence on me to induce me to execute this consent.

**Signed by me:**

Name: .....

Signature: .....

Date: .....

*(Attach additional papers for extra spouses and next of kin where applicale. Local administrator to endorse the additional sheets.)*

IN WITNESS THEREOF the parties have set their hands on this .....day of .....20.....

**SIGNED BY THE LANDOWNER**

Name: .....

Signature/thumbprint: ..... Date: .....

**In the presence of;**

Name: ..... ID. No.: .....

Mobile phone No.....Signature/ thumbprint.....

**SIGNED BY THE TENANT**

Name: .....

Signature/thumbprint: ..... Date: .....

**In the presence of;**

Name: ..... ID. No.: .....

Mobile phone No.....Signature/ thumbprint.....

**ENDORSED BY:**

Name of local administrator: .....

Title/ designation of administrator: .....

Signature: ..... Stamp and date: .....