

LEASE AGREEMENT
between

and

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

THIS LEASE is made and entered into by and between *[insert details of owner(s) including person/business name, full residential/registered office address, laws of incorporation]* (hereinafter referred to as the "Lessor") and The Office of the United Nations High Commissioner for Refugees, a subsidiary organ of the United Nations, having its headquarters at 94 rue de Montbrillant, 1202 Geneva, Switzerland, (hereinafter referred to as "UNHCR"). The Lessor and UNHCR are collectively hereinafter referred to as the "Parties".

WITNESSETH:

The Parties hereto, for the mutual considerations herein set forth, hereby agree as follows:

Article 1 - Demised Premises

1.1 The Lessor hereby leases to UNHCR, and UNHCR rents from the Lessor, *[the building known as _____]* OR *[the _____ floor(s) in the building known as _____]* *[together with *[insert number of]* parking spaces]* in *[insert city, country]*, the said *[floor(s)]* OR *[building]* *[and parking spaces]* (hereinafter referred to as the "Demised Premises") being more fully described/shown in Annex A hereto.

1.2 ***[DELETE this clause unless the building is to be shared with other occupants:]*** The Lessor hereby grants to UNHCR the use, in common with other persons entitled thereto, of the entrances to the building, its common areas, including, without limitation, halls, corridors, elevators, stairways and toilets.

1.3 The Demised Premises shall be used by UNHCR as an office space and/or all other purpose incidental to the operations of UNHCR in *[insert country name]* (the "Country").

1.4 The term of the lease shall begin on *[insert lease commencement date]*, and shall end on *[insert lease expiration date]* or on such earlier date as this Lease may terminate pursuant to the terms hereof.

1.5 The Parties acknowledge and agree that the Demised Premises consist of *[insert total sqm/sqf]* rentable square *[meters/feet]*.

Article 2 - Rent

2.1 UNHCR shall pay the Lessor for the Demised Premises monthly rent of *[insert monthly rent amount and reference currency]* payable *[monthly in advance on the first day of each calendar month to which the rent payment pertains]* OR *[specify any other special payment frequency]*

arrangement]. Unless expressly provided in this Lease, UNHCR shall be under no obligation to make any additional payments under this Lease.

2.2 **[DELETE this clause unless rent is to be paid in a currency other than the reference currency for rent fixed at article 2.1 above:]** Rent shall be paid in [*indicate currency, e.g. USD*] and for this purpose, the [*insert currency, e.g. Sudanese Pound*] amount stated in Article 2.1 above shall be converted into [*insert currency, e.g. USD*] at the UN exchange rate prevailing on each payment date.

2.3 In the event that the lease commencement date does not fall on the first day of a calendar month, the first monthly instalment of rent payable by UNHCR shall be pro rated on a 31-day basis; and in the event that the lease termination date does not fall on the last day of a calendar month, the last monthly instalment of rent payable by UNHCR shall be pro rated on a 31-day basis.

2.4 **[DELETE this clause unless rent is to be paid three months or more in advance after conditions of Article 105.19 (a) of the United Nations Financial Rules have been satisfied:]** The Lessor shall issue a standby irrevocable and unconditional letter of credit (or give a bank guarantee or other form of guarantee), in the amount of the maximum of any rent payable by UNHCR in advance, for the benefit of UNHCR and in a form acceptable to UNHCR.

Article 3 - Inspection

3.1 The Parties agree that, at the time of execution of this Lease, the Parties shall undertake an inspection of the Demised Premises and set forth in a letter (the “Entry Inspection Letter”) the description of the contents and state of the Demised Premises, fixtures and appurtenances therein. The Entry Inspection Letter shall be signed by the Parties and attached hereto.

3.2 If the Demised Premises are made available to UNHCR for occupancy after the date of execution of this Lease, the Entry Inspection Letter shall be amended, at the request of UNHCR within 10 calendar days of UNHCR first occupying the Demised Premises, to reflect any damage to or defects omitted from the Entry Inspection Letter. Such Entry Inspection Letter, as amended, shall not relieve the Lessor of its obligations under this Lease to rectify any such damage or defects.

3.3 The Parties shall jointly carry out a further inspection at a mutually agreed time immediately subsequent to UNHCR’s vacating of the Demised Premises. A description of any damage to or defects in the Demised Premises, fixtures and appurtenances therein, identified during such inspection shall be set forth in a further inspection letter (the “Vacancy Inspection Letter”) which shall be signed by the Parties.

Article 4 - Quiet Possession

4.1 The Lessor represents that the Demised Premises may lawfully be used as office space and that UNHCR shall peaceably and quietly have, hold and enjoy the Demised Premises for the term of this Lease without any unlawful interruption or disturbance.

4.2 In the event of a sale or transfer or any conveyance of title or the creation of a mortgage or any other encumbrances affecting the Demised Premises, the Lessor warrants that the terms and conditions of this Lease shall remain in full force without prejudice to any rights or remedies UNHCR has hereunder, including, but not limited to, the right to enjoy and use the Demised Premises until the expiration or prior termination of this Lease, or any renewal thereof.

4.3 ***[DELETE this clause unless UNHCR is occupying a floor in a building where internal building rules and regulations apply:]*** UNHCR shall observe in all material respects the rules and regulations applicable to all tenants of the building in which the Demised Premises are located, as per the building rules and regulations attached hereto as Annex C]. ***[NOTE: If building rules and regulations apply, please submit these and the lease agreement to UNHCR Legal Affairs Service for review as soon as possible and in any event before signature]***

Article 5 - Option to Renew Lease

5.1 Provided that UNHCR is not in default under this lease, UNHCR shall have the right at its sole option to renew this lease upon expiration of its initial lease period for an additional term of ***[insert duration of renewal term]*** ***[under the same terms and conditions as are set forth herein]*** ***OR [under the same terms and conditions as are set forth herein except that rent shall be adjusted automatically upon UNHCR's exercise of its option to renew the lease at the rate of increase or decrease of the official consumer price index¹ in the Country - NOTE: you may specify another rate of escalation or reference index - for the twelve months immediately preceding the date of renewal]***. UNHCR may exercise this option by providing a minimum of thirty (30) day's prior written notice to the Lessor before the expiration of the initial term. Such additional period may, in turn, be further extended at the sole option of UNHCR pursuant to the terms of this Article 5 up to ***[NOTE: specify maximum number of times this lease can be renewed for the period specified above]***.

Article 6 - Termination

6.1 ***Provided that UNHCR is not in default under this lease,*** if UNHCR decides to close its office in the Country, or to remove it from ***[insert city]***, or to change the level of UNHCR's representation in the Country, or in the event that UNHCR acquires its own property in the Country, or decides to move its office into any United Nations system common premises, or is provided with premises by the government of the Country, or in the event that the mandate or funding for the office is curtailed or terminated, or the Demised Premises, upon execution of this Lease, cannot be brought to be compliant with the UN's Minimum Operating Security Standard Guidelines ("MOSS"), including any amendments thereto, then UNHCR shall have the right to terminate this Lease upon giving prior written notice to the Lessor of not less than 2 calendar months, without the Lessor having the right to any payment, other than for rent to the date UNHCR vacates the Demised Premises.

¹ Please note that a reference to the official consumer price index in the Country should be included only if the rent is paid in local currency.

6.2 In the event the Lessor fails to substantially fulfil any of the terms of this Lease, including, without limitation, the services referred to in Article 7 hereof, and such failure continues for a period of thirty (30) days following the delivery by UNHCR to the Lessor of written notice of such failure, UNHCR shall, without prejudice to any other right or remedy which UNHCR may have for such failure, have the right either to (i) terminate this Lease forthwith or (ii) take, at the Lessor's cost and expense, any other measures which it may deem necessary to establish the conditions contemplated by this Lease.

6.3 **[DELETE this clause unless advance payment of rent is made:]** Without prejudice to any other rights or remedies available to UNHCR against the Lessor, and notwithstanding any provision of this Lease to the contrary, should this Lease be terminated for any reason prior to the ending date set forth in Article 1 or any extension thereof, the Lessor shall refund to UNHCR the balance of any advance payment of rent after having deducted the rent corresponding to the period of UNHCR's actual occupancy of the Demised Premises. Such refund shall be calculated as of the date UNHCR vacates the Demised Premises.

Article 7 - Services

7.1 **[The Lessor undertakes to furnish, at no additional cost to UNHCR, the services and utilities described in Annex B hereto] OR [The following utility charges shall be paid separately by UNHCR: insert services]**. In addition, UNHCR shall have the right, where necessary, to generate, within the Demised Premises, electricity for its use and to transmit and distribute electricity.

Article 8 - Tax Exemption

8.1 As Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the UN, including UNHCR as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use, the Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed in the future against the Demised Premises. In the event any governmental authority refuses to recognize the UNHCR exemption from such taxes, duties or charges, the Lessor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

Article 9 - Repairs and Maintenance

9.1 The Lessor undertakes to maintain the exterior and public parts of the Demised Premises **[and of the building]**, including, without limitation, its foundations, pillars, beams, floors, roofs, terraces, walls and other structural parts, its entrances, its common areas (including, without limitation, halls, corridors, elevators and stairways), its main sewers, drains, gutters, window and door casings, and the like, its heating and air conditioning equipment, and toilets, and all building systems (including, without limitation, plumbing and electrical systems) in good repair and tenantable condition, including, without limitation, repainting and repairing **[at intervals of two years OR specify**

frequency of maintenance service] and, when their condition warrants, earlier attention. For this purpose, and subject to UNHCR's agreement, the Lessor shall have the right, upon reasonable prior notice to UNHCR, and at reasonable times, to enter, inspect and make any necessary repairs to the Demised Premises, and may enter the Demised Premises forthwith whenever reasonably necessary to make emergency repairs. All such work shall be carried out with minimal disruption to UNHCR. Any such maintenance or repair work shall be of a quality no less than the original work or construction.

9.2 In addition to the Lessor's responsibility to maintain and repair all elevators in accordance with Article 9.1 hereof, the Lessor, upon request from UNHCR, shall provide UNHCR with the certificate(s) of maintenance and certificate(s) of inspection for any or all of the elevators serving the areas and floors occupied by UNHCR.

9.3 UNHCR shall take reasonable care of the Demised Premises and the fixtures and appurtenances therein. UNHCR shall be responsible for minor repairs to, and routine maintenance of, the Demised Premises arising from its occupation and use of the Demised Premises during the term of this Lease, **[NOTE: it may be useful to insert a financial cap for UNHCR's obligation under this Article to maintain the Demised Premises.]** Such minor repairs include the routine repair of locks, windows, doors, floors, fittings, lightings, appurtenances and sanitary ware. UNHCR shall not be responsible for (i) reasonable wear and tear; (ii) obsolescence; (iii) damage by the elements or circumstances over which UNHCR has no control; (iv) damage caused by, or resulting from, any acts or omissions of the Lessor, its employees, officers, agents, or subcontractors; or (v) damages or defects set out in the Vacancy Inspection Letter described in Article 3 above.

9.4 The Lessor undertakes and agrees to maintain the sidewalks of **[the Demised Premises] OR [of the building]** in good repair and free of **[ice, snow and]** any obstruction and to accept all liability in connection therewith.

9.5 **[DELETE this clause unless the building is to be shared with other occupants:]** The Lessor undertakes that no part of the building in which the Demised Premises are located shall be let or used for any illegal purpose or for gambling and, in considering potential tenants or any activities to take place in such building, the Lessor shall take into account that UNHCR is a tenant in the Demised Premises.

Article 10 - Alterations

10.1 UNHCR shall have the right to make alterations, attach fixtures, signs, insignia or flag staffs, and erect minor additions or structures in or upon the Demised Premises, including, without limitation, computer wiring, telephone lines and electrical outlets **[provided that such alterations, additions, structures and signs shall not be inconsistent with the rights granted to other tenants in the building – NOTE: include language in square brackets if UNHCR is provided with a copy of the building rules and regulations]**. Such alterations, fixtures, signs, insignia, flagstaff, additions or structures so placed in or upon or attached to the Demised Premises shall be and shall remain the property of UNHCR and may be removed therefrom by UNHCR prior to or within a reasonable time

after the term of this Lease expires or is terminated in accordance with the terms hereof. Notwithstanding anything to the contrary herein, UNHCR shall not be under any obligation to restore the Demised Premises to the state and condition existing prior to UNHCR taking possession of the Demised Premises with respect to any such alterations, fixtures, signs, insignia, flagstaff, additions or structures. **[NOTE: If UNHCR seeks compensation for minor alterations, the terms of such compensation will have to be recorded in writing prior to the alterations etc. being made].**

10.2 Where, with the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed, capital improvements, or major alterations, renovations or additions are made to the Demised Premises, **[(i) UNHCR shall be reimbursed for any and all expenses incurred in connection with such improvements, alterations, renovations or additions pursuant to the next sentence of this article and (ii)] UNHCR shall not be under any obligation to restore the Demised Premises to the state and condition existing prior to UNHCR entering upon the same under this Lease with respect to such improvements, alterations, renovations or additions. [Such prior written consent of the Lessor shall contain provisions for the reimbursement of all expenses incurred by UNHCR in connection with such improvements, alterations, renovations or additions, either through offsetting the expenses against rental payments or payment at their fair market value, in either case to be paid to UNHCR or offset in full prior to the expiration or termination of the Lease.]**

10.3 Where, with the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed, cosmetic changes such as partitioning, carpeting, or installation of shelves are made to the Demised Premises, UNHCR shall not be under any obligation to restore the Demised Premises to the state and condition existing prior to UNHCR entering upon the same under this Lease with respect to such cosmetic changes. If the Lessor's consent is not obtained for such cosmetic changes, UNHCR may nonetheless make such changes and the changes so placed in or attached to the Demised Premises shall be and remain the property of UNHCR and shall be removed wherefrom by UNHCR upon the expiration or prior termination of this Lease if so requested in writing by the Lessor at least 2 months before the expiration or termination of the Lease.

10.4 Notwithstanding the above provisions of this Article, UNHCR shall have the right, at its sole option, and without the need for the Lessor's consent, to make any alterations in or to the Demised Premises required by "MOSS" including any amendments thereto.

Article 11 - Assignment and Subletting

11.1 During the term of this Lease, UNHCR shall have the right to transfer, sublet or to assign to any other UN organ or agency or governmental, intergovernmental or other public international organization any part of the Demised Premises which exceeds the needs of UNHCR and is unoccupied by it. Except as provided in the immediately preceding sentence, UNHCR shall not transfer, assign or sublet the Demised Premises or any part thereof without the written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed and upon receipt of such consent, UNHCR shall deliver to the Lessor a fully executed copy of the transfer, assignment or sublet which shall expressly provide that the same is subject to the terms and provisions of this

Lease. In the event of a transfer, sublease or assignment, UNHCR shall be relieved of all obligations under this Lease upon consummation of the transfer, assignment or sublease.

Article 12 - Damage to the Demised Premises

12.1 Should the Demised Premises or any part thereof be damaged by fire or any other cause, this Lease shall: (i) in case of total destruction of the Demised Premises, or upon the Demised Premises being rendered unfit for further tenancy or for use by UNHCR, immediately terminate and (ii) in case of partial destruction or damage of the Demised Premises, terminate at the option of UNHCR upon giving notice in writing to the Lessor within thirty (30) days after such fire or partial destruction or damage. In the event of termination of this Lease under this Article, no rent shall accrue to the Lessor after such total or partial destruction or damage. Should UNHCR elect to remain in the Demised Premises rendered partially untenable, it shall have the right to a proportionate rebate or reduction of the rent payments. In such circumstances, the Lessor shall promptly undertake repairs or permit UNHCR to undertake repairs at the expense of the Lessor. Such permission shall be set forth in writing and shall provide for authorization of UNHCR to offset the expenses incurred on Lessor's behalf against the monthly rent and/or for prompt reimbursement by the Lessor to UNHCR of all such expenses.

Article 13 - Interruption and Curtailment

13.1 In the event of interruption or curtailment, whether due to strikes, mechanical difficulties or other causes, of any service maintained or required to be maintained in the Demised Premises [and the building], the Lessor undertakes to exercise best efforts to take such measures as may be available to the Lessor to have the service restored without undue delay. In the event that the Lessor fails to exercise such efforts, UNHCR shall have the right to a proportionate abatement of rent during the period of such interruption or curtailment.

Article 14 - Insurance, Liability and Indemnity

14.1 The Lessor undertakes during the term of this Lease to provide and maintain at its own cost public liability insurance, issued by an insurance company acceptable to UNHCR, which insurance shall hold UNHCR harmless, and name UNHCR as additional insured, from claims against it as occupant of the Demised Premises, and the Lessor shall provide UNHCR with written proof that such insurance has been obtained and remains in effect.

14.2 The Lessor shall keep the Demised Premises insured for all risks, including fire, explosion, civil strife, as well as earthquake, flood or other natural phenomenon, and war risks under a comprehensive policy issued by an insurance company acceptable to UNHCR, and shall make known to such insurance company the use to which the Demised Premises will be put by UNHCR. The Lessor shall provide UNHCR with written proof that such insurance has been obtained and remains in effect.

14.3 The Lessor shall obtain for each insurance policy provisions providing for a waiver of subrogation of the Lessor's rights to the insurance carrier against UNHCR. The insurance policies shall provide that UNHCR shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

14.4 The Lessor shall indemnify, hold and save harmless, and defend, at its own expense, UNHCR, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of, or related to, acts or omissions of the Lessor, or of the Lessor's employees, officers, agents or sub-contractors, in the performance of this Lease or the use of the Demised Premises by UNHCR, including, without limitation, any claims by any third party professing ownership of, or any other rights of whatever nature in, any or all parts of the Demised Premises or claims by any third party for personal injury, loss, illness, death or damage to their property occurring on or about the Demised Premises and attributable to the acts or omissions of the Lessor or of the Lessor's employees, officers, agents, or sub-contractors. The Lessor's obligations under this Article 14.4 do not lapse upon termination of this Lease.

14.5 UNHCR shall be responsible for dealing with any claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the Demised Premises and attributable to the acts or omissions of UNHCR or of its servants or agents. The Lessor acknowledges and agrees that UNHCR may insure or self-insure against such risks.

14.6 The Lessor acknowledges and agrees that UNHCR is self-insured against risks of water damage, all legal liability and liability by accident or occurrence.

Article 15 - Settlement of Disputes

15.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Lease or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

15.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Lease or the breach, termination, or invalidity thereof, unless settled amicably under Article 15.1 above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Lease, order the termination of the Lease, or order that any other protective measures be taken with

respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Lease, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Article 16 - Privileges and Immunities

16.1 Nothing contained in, or relating to, this Lease shall be deemed a waiver, express or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed by UNHCR, whether pursuant to the Convention on the Privileges and Immunities of the United Nations of 1946, *[insert reference to the host country agreement, if any]*, or other Convention, law or decree of an international or national character or otherwise.

Article 17 - Miscellaneous

17.1 The Lessor undertakes to pay any stamp duties for and any taxes or levies on this Lease.

17.2 The Lessor shall not advertise or otherwise make public the fact that it is a lessor of UNHCR, nor shall the Lessor, in any manner whatsoever, use the name, emblem or official seal of the UN or of UNHCR or any abbreviation of the name of the UN or of UNHCR in connection with its business or otherwise.

17.3 The Lessor warrants that no official of UNHCR has received or will be offered by the Lessor any direct or indirect benefit arising from this Lease. The Lessor agrees that breach of this provision is a breach of an essential term of this Lease.

17.4 Except as otherwise provided herein, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

17.5 The Lessor shall not assign, transfer, pledge or make other disposition of this Lease or any part thereof, or any of its rights, claims or obligations under this Lease, except with the prior written consent of UNHCR.

17.6 The Lessor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of this Lease. In addition, the Lessor, in respect of the Demised Premises, shall be responsible to comply with all present and future laws, orders and regulations of all state or local authorities, including, but not limited to, governments, departments, commissions and boards and any direction of any public officer.

17.7 Except as otherwise specified in this Lease, all notices and other communications between the Parties required or contemplated under this Lease shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Lease.

- (i) If to the Lessor: *[insert address, attn, fax]*
- (ii) If to UNHCR: *[insert address, attn, fax of field office]*
with a copy to: UNHCR, Global Service Center
Ipoly utca 5/B-D - 1133 Budapest (Hungary)
Attn: Procurement Management and Contract Service
Fax: +36 1-450-5297

Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Lease delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt as evidence by an acknowledgement of receipt or a successful facsimile transmission report.

17.8 If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties hereto have signed this Agreement on the date set forth below.

THE LESSOR

By: _____
Title: _____
Date: _____

FOR AND ON BEHALF OF THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

By: _____
Title: _____
Date: _____

Annex A
Demised Premises

-Office space(s): *floor, sq m/f, garden, etc...*

[Insert floor plan, if available]

-Parking space(s): *number, location, inside/outside, etc...*



Annex B Services and Utilities

Services and utilities referred to in Article 7 and to be provided by the Lessor to UNHCR at no additional cost: ***Review and adapt, as appropriate***

- (1) Passenger elevator service on UNHCR's official working days, from 8:00 a.m. to 8:00 p.m., it being agreed that at all other times there shall be one elevator subject to call;
- (2) Adequate heat or air conditioning, during the appropriate seasons, on UNHCR's official working days from 8:00 a.m. to 8:00 p.m. and Saturday's from 8:00 a.m. to 1:00 p.m. In the event UNHCR requests in writing heating or air conditioning outside of such hours, the Lessor shall provide the same and bill UNHCR at the rate of **_____** per hour;
- (3) Hot and cold water for lavatory purposes;
- (4) Light and electricity;
- (5) Adequate light in public spaces and stairwells;
- (6) Rubbish disposal;
- (7) Toilet facilities, including necessary sewage facilities;
- (8) Provision for access to the Demised Premises on all days and at all times and hours, whether business days or hours or otherwise;
- (9) All other facilities and services which it makes available generally to tenants in the building; and
- [(10) Cleaning services, adequate to maintain the entrances and common areas of the building in a condition and at a standard of cleanliness appropriate for the use for which they are intended by UNHCR.]**

Annex C

[Insert tenant/building rules and regulations]

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