

LEASE AGREEMENT FOR A DISTRICT OF COLUMBIA RESIDENTIAL CONDOMINIUM UNIT
EXEMPT FROM RENT CONTROL (IN A MULTI-UNIT CONDOMINIUM BUILDING)

NOTICE: THIS FORM IS FOR USE SOLELY AS A LEASE FOR A DISTRICT OF COLUMBIA CONDOMINIUM UNIT (IN A MULTI-UNIT CONDOMINIUM BUILDING) WHICH IS EXEMPT FROM RENT CONTROL. DO NOT USE THIS FORM FOR ANY OTHER PROPERTY. THE TYPE OF EXEMPTION FROM RENT CONTROL APPLICABLE TO THE CONDOMINIUM UNIT IS TO BE INSERTED IN SECTION 4 OF THIS FORM AND THE EXEMPTION DOCUMENTS DESCRIBED IN SECTION 4 ARE TO BE ATTACHED TO THIS LEASE.

This Agreement, made this _____ day of _____, _____ by and between

1.
TENANT

_____, hereinafter referred to as Tenant, and

LANDLORD

_____, hereinafter referred to as Landlord.

AGENT

_____, hereinafter referred to as Agent, is executing this Lease solely as agent of Landlord and solely as to the provisions herein which relate to actions by Agent hereunder. Witnesseth, that Landlord has agreed to, and does hereby, let unto Tenant the premises known as

2. PROPERTY
ADDRESS

Condominium Unit _____ (hereafter referred to as the "premises"), in the condominium building known as _____ (the "condominium"), located at _____,

3. TERM

Washington, D.C. _____, for the term commencing on the _____ day of _____, _____ and ending at Midnight on the _____ day of _____, _____, for the total rental of \$ _____

4. RENT,
CONDOMINIUM
ASSOCIATION
APPROVAL

payable in monthly installments of \$ _____, the first installment payable on the execution of this Agreement and the remaining installments payable in advance, without notice, demand, set off, or deduction, on the _____ day of each ensuing month. Total monthly rent will be paid on due date. Rent and additional rent hereunder are collectively referred to herein as "rent". In addition to the monthly rent as aforesaid, Tenant agrees to pay, as additional rent, _____ percent (_____ %) of all condominium fees assessed against the premises or Landlord by the condominium during the term of this Lease, such additional rent to be payable within ten (10) days after written notice thereof from Landlord to Tenant.

TENANT
INITIALS

TENANT ACKNOWLEDGES THAT, PRIOR TO EXECUTION OF THIS LEASE BY TENANT, LANDLORD HAS ADVISED TENANT THAT, PURSUANT TO SECTION 205 OF THE DISTRICT OF COLUMBIA RENTAL HOUSING ACT OF 1985, RENT INCREASES FOR THE PREMISES ARE NOT REGULATED BY THE RENT STABILIZATION PROGRAM (i.e., RENT CONTROL PROGRAM) OF THAT ACT, AND THAT THE PREMISES ARE EXEMPT FROM SAID RENT STABILIZATION PROGRAM. THE TYPE OF RENT CONTROL EXEMPTION APPLICABLE TO THIS PREMISES IS AS FOLLOWS AND A COPY OF THE EXEMPTION FORM AND CERTIFICATE OF REGISTRATION/EXEMPTION, BOTH DATE STAMPED AS RECEIVED BY THE RENTAL ACCOMMODATIONS AND CONVERSION DIVISION, ARE ATTACHED TO THIS LEASE AND ARE DELIVERED TO TENANT (CHECK AS APPLICABLE):

- A.
- B.
- C.
- D.
- E.
- F.

- Unit whose owner(s) hold and operate four (4) or fewer rental units.
- Unit owned or subsidized by the District of Columbia or the Federal Government.
- Building constructed after DECEMBER 31, 1975, or new unit added to existing building for which Certificate of Occupancy was issued after January 1, 1980.
- Building continuously vacant and not subject to rental agreements since January 1, 1985.
- Building previously exempted under §206(a)(4) of the Rental Housing Act of 1980 (D.C. Law 3-131).
- Building for which a Building Improvement Plan has been executed under the Apartment Improvement Program or other DHCD multi-family assistance programs.

If approval of this Lease or Tenant (or both) by the condominium (or any board of directors, officers or agents thereof) is required, then [CHECK ONE AS APPROPRIATE AND STRIKE OUT INAPPLICABLE PROVISION]:

- (1) Landlord states that such approval has been obtained.
- (2) Landlord shall promptly apply for such approval, and it is agreed that this Lease is contingent on Landlord obtaining such approval. Tenant shall cooperate with Landlord in connection with such application approval.

5. PAYMENT

Rent and additional rent shall be payable to

at _____

The premises shall shall not (CHECK ONE) be managed by Agent on behalf of Landlord. If the premises are managed by Agent (as aforesaid), then (a) all requests and questions concerning this Lease or the premises are to be made exclusively to Agent at _____, (b) where a provision of this Lease requires consent or approval by or notice to Landlord, then such consent or approval may be given by Agent and such notice shall be sent to Agent, unless otherwise specified herein, and (c) in no case is Landlord to be contacted by Tenant directly.

6. JOINT LIABILITY

The place where rent is payable may be changed by written notice to Tenant.
Each tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Agreement and for compliance with applicable law.

7. SUBLET/ ASSIGNMENT

Tenant shall not assign this Agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without the prior written consent of the Landlord, in Landlord's sole and absolute discretion. Upon making any request for such approval, Tenant shall pay a \$ _____ service charge, per assignee or sub-tenant, towards defraying expenses incidental to processing the application for assignment or subtenancy. In the case of subletting or assignment, Tenant shall remain liable for any breach of this Agreement by the subtenant or assignee.

8. CREDIT CLAUSE

Tenant has authorized Agent to order and obtain a Consumer Report (Credit Report) from a Consumer Reporting Agency to be used in connection with the processing of this Lease. Tenant hereby also authorizes Agent to disclose to Landlord or any other party involved the credit information provided to Agent by such Consumer Reporting Agency or by Tenant.

9. PRO-RATA RENTAL PAYMENT

It is understood and agreed that Tenant is to commence occupancy of the premises on the _____ day of _____, _____.
Tenant is to pay the sum of \$ _____ as a "Pro-Rata" rent through the _____ day of _____, _____.

10. USAGE AND CONDOMINIUM RULES

Tenant will use said premises solely as a residence for _____ persons, including children, and for no other purpose or additional number of persons whatever, except temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy the premises for no more than two weeks during any twelve month period. Tenant shall conduct himself and require other persons on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of their premises, and Tenant further covenants and agrees that he will not use nor permit said premises to be used for any improper, illegal or immoral purposes, nor will Tenant use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The following persons, and no others, are authorized by Landlord to reside within the premises:

Tenant hereby represents to Landlord that Tenant and all occupants of the premises shall become informed of and knowledgeable about all rules, notices, bylaws and regulations now or hereafter promulgated by the condominium association and management company governing the premises, the condominium of which the premises are a part, and any common areas, facilities and parking area thereof. Tenant agrees to fully and promptly abide by, and to cause all occupants of the premises to fully and promptly abide by, all such rules, notices, bylaws and regulations to the extent the same affect Tenant, the premises, such common areas, such facilities, such parking areas, or the Landlord's obligations with respect to the premises, such common areas, such facilities, or such parking areas. Failure by Tenant or any such occupant to comply with any such rules, notices, bylaws or regulations shall be a breach of this Lease by Tenant. In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the condominium association of the condominium shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s).

11. POSSESSION

In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Tenant.

12. SERVICE CHARGES

If any installment of rent is not received at the address under Section 5 above within _____ days from the due date, Tenant covenants and agrees to pay a Late Fee in the sum of \$ _____. It is further understood that the late period is NOT a grace period, and rent is due and payable on the _____ day of each month. Tenant further agrees to pay a handling charge of \$ _____ for each check returned by the bank for insufficient funds or any other reason. Landlord or Agent may require any and all payments to be made in cash, money order or certified funds.

13. PETS

Tenant shall not keep or allow pets or animals of any kind on premises without written consent of Landlord. The following pet(s) may be kept on the premises: _____ . Tenant agrees to arrange for and pay the costs of having the premises de-fleaed and de-ticked by a professional exterminator, should the above consent be given for fur-bearing pets. Paid receipts must be provided to Landlord. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) to the premises or to the common areas of the condominium, such as, but not limited to, odor and damage to carpets, hallways, floors, screens, glass and frames.

14. ACCEPTANCE

Tenant acknowledges that he has examined the premises and his acceptance of this Lease is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; Tenant agrees that no representations or warranties as to the condition of the premises have been made; and that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. Landlord will deliver the premises and all common areas in a clean, safe and sanitary condition, free of rodents and vermin and in a habitable condition.

15. MAINTENANCE

Tenant shall keep all parts of the premises in a state of good order and condition and shall surrender the same at the expiration of the term hereof in the same good order in which they were received, reasonable wear and tear excepted. Tenant shall provide for and be responsible for the following items which have a check mark or "x" in the space provided (CHECK AS APPLICABLE):

TENANT
INITIALS

the replacement of furnace and air conditioning filters (if located within the premises), light bulbs, and fuses;

proper cleaning of carpeting, if any, and for proper cleaning and paste waxing of any wooden floors;

Any repairs or replacements of property, equipment, or appliances necessary due to the negligence by acts of commission or omission of Tenant, his family, guests or employees, shall be paid by Tenant. Tenant will not place any heavy articles in the premises, including water beds, without the written consent of Landlord. No items or equipment of any nature, including bicycles, motor bikes, and/or motorcycles, will be housed in front of premises, on porches or patios, in public halls, stairways, corridors or fire escapes. Also, nothing is to be placed in the windows, upon ledges, balconies, or balcony rails. Tenant additionally covenants and agrees as follows: To comply with the responsibilities imposed on Tenant by Chapter 8 of the Housing Regulations of the District of Columbia, and any amendments thereto; to keep that part of the premises which Tenant occupies and uses as clean and sanitary as the conditions of the premises permit; to dispose from Tenant's dwelling unit all rubbish, garbage, and organic or flammable waste, in a clean, safe and sanitary manner; to keep all plumbing fixtures as clean and sanitary as their condition permits; to properly use and operate all electrical, gas, plumbing and heating fixtures and appliances; and not to permit any person on the premises with Tenant's permission to willfully or maliciously destroy, deface, damage or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

16. VEHICLE PARKING

No automobile, truck, motorcycle, trailer or other such vehicle shall be parked on the property without current license plates and said vehicles must be in operating condition. Licensed vehicles may be parked only in garages, driveways, if provided, or in the street.

Landlord and Tenant further agree as follows (INSERT CHECKS AND FILL IN THE BLANKS AS APPROPRIATE; STRIKE OUT INAPPLICABLE PROVISION):

_____ (a) In addition to the premises, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Parking Space No. _____ at the condominium, for the same term as is applicable hereunder to the premises, for the sole and exclusive use of Tenant. Tenant shall have no right to assign, sublease or permit others to use said parking space. Rent for said parking space shall be:

_____ included in the rent payable for the premises hereunder.

_____ payable by Tenant to Landlord monthly, in the amount of \$ _____, as additional rent hereunder in addition to the rent for the premises, on the same date each month as the rent for the premises is due hereunder, and the provisions of Paragraph 12 hereof shall apply to such payments.

_____ (b) This Lease does not confer upon Tenant any right to the use of any parking facilities at the condominium or any parking space owned by Landlord or assigned to the condominium unit constituting the premises.

17. NOTIFICATION

Tenant shall promptly notify Landlord or Agent of any defect, problems, or needed repairs, but shall not order such repairs on or about the premises without prior written approval from the Landlord. Any unauthorized repairs shall be at Tenant's expense and liability. Tenant hereby expressly agrees to limit or restrict any activity on the premises which could cause further damage or injury as a result of defect, problem or needed repair, until such time or as proper corrective action can be taken.

18. TENANT SELF-SERVICE

In the event any repairs are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation hereof, Tenant hereby warrants that such activity will be undertaken only if he is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he will be accountable for any mishaps or accidents resulting from such work he performs or causes to be performed by others, and that he will hold Landlord, the Agent and the manager of the premises free of harm, litigation or claims of other persons. Under no circumstances is the cost of said repairs to be deducted from an installment of rent payment.

19. TRASH REMOVAL/ RECYCLING All garbage and trash must be placed by Tenant in suitable covered containers, supplied by Tenant (unless supplied by the condominium association), and deposited appropriately for regular pick-up and removal, or, if required by the condominium or management thereof, shall be placed by Tenant in trash chutes or in a trash room in accordance with the rules and regulations of the condominium. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.
20. UTILITIES Tenant is obligated to pay for the following utilities in addition to the rent payable hereunder:
WATER/SEWER GAS ELECTRICITY OTHER _____ NONE
Tenant shall make all the necessary deposits in connection therewith and promptly pay when due all bills for the aforesaid utilities. Tenant shall use reasonable care in conservation of utilities not chargeable to Tenant. If any or all of aforesaid utilities are not separately metered, Landlord or Agent will equitably apportion the utility in a manner of Landlord or Agent's choosing. This apportioned amount is due and payable to coincide with rent due and is subject to the same late penalties as rent due. Tenant will not bring into use any articles in the premises that will exceed the floor load capacity thereof or overload the gas, electric or water/sewer capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to Tenant, to Landlord, or to the condominium. Tenant shall be responsible for any damage to the premises that may result from the failure by Tenant to set the thermostat (if any) at such temperature as will insure that no plumbing or heating equipment freezes. Neither Landlord, Agent, the condominium (or any board of directors, officers, unit owners association or agents thereof), or the property manager shall be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time.
21. ALTERATIONS Tenant shall obtain written permission from Landlord before redecorating and shall not make any alterations, additions, or improvements to the premises without first obtaining Landlord's written consent. Such alterations, etc. shall, at the option of Landlord, remain with the property or be removed by Tenant and premises returned to original condition at the expense of Tenant. Tenant will not change the existing locks of the premises or install additional locks without prior written consent of the Landlord. If said consent is granted, Tenant will furnish Landlord or the property manager with a full set of working keys. Failure to provide a set of keys to the changed or additional locks will result in Landlord replacing said locks at Tenant's expense.
22. INSPECTION Tenant shall allow Landlord, Agent, the condominium, and/or the duly designated representative of any of them, to have access to said premises at any time without notice or warning in case of emergency, or for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs Landlord or Agent considers necessary or desirable.
23. NOTICE OF ABSENCE Tenant shall give Landlord notice of an anticipated extended absence of Tenant from the premises in excess of seven (7) days. During any such absence of Tenant, Landlord or Agent may enter the premises at times reasonably necessary to protect the premises and any possessions of Landlord on or in the premises.
24. INSURANCE Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any insurance policy covering the same. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROVIDES FOR THE PROTECTION OF TENANT'S PERSONAL PROPERTY.
25. SMOKE DETECTOR If any applicable law or regulation of any governmental body requires the installation of Smoke Detectors at the time of occupancy of the premises by Tenant, said Smoke Detectors have been installed by Landlord and are in proper working condition in accordance with said law or regulation prior to Tenant's occupancy. It shall be the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions in said Smoke Detectors to Landlord in writing. Neither Landlord nor Agent assumes any responsibility or liability for any non-reported malfunctions of or misuse of Smoke Detectors by Tenant which results in injury or damage to persons or to the premises.
26. PERSONAL PROPERTY To the fullest extent permitted by the Housing Regulations of the District of Columbia and by applicable law: All personal property in said premises shall be and remain at Tenant's sole risk, and neither Landlord, Agent, nor the condominium (or any board of directors, officers, unit owners association or agents thereof) shall be liable for any damage to or loss of such personal property arising from any acts of negligence of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from Buffalo Moths or termites, or from any other cause whatsoever, nor shall the Landlord, Agent, or the condominium (or any board of directors, officers, unit owners association or agents thereof) be liable for any injury to the person of Tenant or other persons in or about said premises; Tenant expressly agreeing to save Landlord, Agent and the condominium (including the board of directors, officers, unit owners association and agents thereof) harmless in all such cases; provided, however, that the foregoing shall not exempt Landlord, Agent or the condominium from liability for damages caused by or resulting from Landlord's, Agent's or the condominium's own negligence in the operation, care or maintenance of the premises.

27. INDEMNIFICATION

Tenant shall indemnify Landlord and Agent against all liabilities, expenses, and losses incurred by Landlord or Agent as a result of (a) failure by the Tenant to perform any covenant required to be performed by the Tenant hereunder; (b) any accident, injury, or damage which shall happen in or about the premises or appurtenances, or on or under the adjoining streets, sidewalks, curbs, or vaults, other than such accident, injury, or damage as is caused by Landlord's or Agent's own negligence; (c) Tenant's failure to comply with any requirements of any governmental authority; and (d) any mechanics lien, or security agreement, filed against the premises or the property on which it is located, any equipment therein, or any materials used in the construction or alteration of any building or improvement thereon, which arises from work or services performed by or for Tenant.

28. SECURITY DEPOSIT

Landlord hereby acknowledges receipt of the sum of _____ Dollars (\$) _____) which is to be retained as a security deposit for the faithful performance by Tenant of all covenants, conditions and terms of this Lease, to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Landlord shall not be obligated to apply the same on rent or other charges and arrears or on damages for Tenant's failure to perform said covenants, conditions and terms, although Landlord may so apply the security at Landlord's option. Tenant's loss of Tenant's right to possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord or Agent holds the security deposit. In the event Landlord repossesses said premises because of the Tenant's default or because of Tenant's failure to carry out the covenants, conditions and terms of this Lease, Landlord may apply such security on account of all damages suffered by reason of Tenant's default or breach. Said security, if not applied toward the payment of rent in arrears, shall be returned to Tenant in accordance with the terms of said Housing Regulations, when this Lease is terminated and after Tenant has vacated the premises and Landlord has obtained possession thereof. All utility services in the premises shall be transferred as directed by Landlord and all final bills paid by Tenant, with proof of receipts, before any part of the security deposit will be returned. Interest shall be paid or credited Tenant in accordance with the provisions of said Housing Regulations. Said security deposit may be transferred or assigned by Landlord in the event of sale of the premises, or in the event of the hiring or termination of professional management services, or any other event, at Landlord or Agent's option. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

29. TERMINATION Nuisance

Tenant hereby expressly agrees: (a) that violation of the terms and conditions of this Lease, or any of them shall be sufficient cause for termination of this Lease at the option of Landlord; (b) that this Lease may be terminated at the option of Landlord in case of commission of any nuisance on premises, boisterousness or any other excessive noise, or any other offensive conduct or manner to any other occupant of the building or neighborhood, including any violation of police regulations; (c) that if the premises, or any part thereof, is taken by eminent domain, this Lease shall

Eminent Domain

expire on the date when the premises shall be so taken, and the rent shall be apportioned as of that date, and no part of any award shall belong to Tenant; (d) that in the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of his creditors, this Lease shall, at the option of

Tenant Bankruptcy

Landlord, cease and determine and said premises shall be surrendered to Landlord, who hereby reserves the right, in either of said events, to forthwith reenter and repossess said premises; (e) that if said premises in Landlord's opinion become uninhabitable by reason of fire or other casualty not caused by the negligence of Tenant, his employees or agents, the rental herein reserved shall be suspended, until said premises shall have been

Uninhabitable

restored to a habitable condition, nothing herein to be construed, however, as requiring Landlord to rebuild or restore said premises; (f) that if proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgement whereby Tenant shall be permitted to retain possession of said premises, then such proceeding shall not constitute a waiver of any

Notice to Quit

condition or agreement contained herein or of any subsequent breach thereof or of this agreement. Provided always, that if Tenant shall fail to pay said rent in advance as aforesaid, although there shall have been no legal or formal demands made, or desert or leave the premises vacant for a period of thirty (30) days, or break or violate any of the within covenants, conditions or agreements, then and in any of said events, this agreement and all things herein contained, shall, at the option of the Landlord, cease and determine and shall operate as a Notice to Quit, TENANT HEREBY EXPRESSLY WAIVING ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR

Default

NONPAYMENT OF RENT, Landlord may proceed to recover possession of said premises under and by virtue of the proceedings between landlords and tenants, and when such possession is obtained Landlord may re-rent the premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs; (g) that if Tenant shall default in the performance of any covenant or condition of this lease required to be performed by Tenant, Landlord, at his option, may, after thirty (30) days notice to Tenant, or without notice if in Landlord's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant. If Landlord shall incur any expense, including reasonable

Attorney's Fees

attorney's fees, in instituting, prosecuting, or defending any action or proceeding instituted by reason of any default of Tenant, Tenant shall reimburse Landlord for the amount of such expense, as awarded by the court. Should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the specific rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this paragraph shall survive the termination of this Lease;

Hold Over

(h) that after the expiration of the term of this agreement, if Tenant remains in possession, the tenancy shall be deemed to be a monthly tenancy and Tenant hereby agrees to pay same monthly rental thereafter as due during the last month of the term of this agreement or such increased monthly rental for which Landlord or Agent from time to time has provided to Tenant not less than thirty (30) days written notice in advance of the rental due date. Tenant shall keep and fulfill all the other conditions, covenants and terms of this agreement throughout the monthly tenancy. In so continuing, Landlord reserves the right to renegotiate new terms and conditions at any time and to require Tenant to enter into a new lease agreement and refusal by Tenant shall constitute a breach of this condition. It is agreed that the monthly tenancy created can be terminated by either party giving the other party not less than a full thirty (30) days written notice to expire on the day of the month from which the tenancy commenced to run.

30. PERMISSION TO SHOW Tenant will permit Landlord or Agent to post a "For Rent" sign, along with a lockbox containing a key to the main entrance and the premises for prospective tenants and agents' access, and to show said premises at reasonable hours to prospective tenants during the last sixty (60) days of the term herein no less than three (3) times a week. If the premises is put on the market for sale at any time during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a lockbox, and to show said premises at reasonable hours to prospective purchasers, no less than three (3) times a week. If Tenant refuses to allow access to Landlord or Agent as provided above, such refusal shall be a breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting costs.
31. SURRENDER
Utilities
Cleaning
Trash Removal
Carpets
Keys
Repair of
Damage
Floors
Windows
Abandoned
Property
Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of the Landlord therein in good, clean, and operating condition, ordinary wear and tear excepted. Utilities shall be transferred as directed by Landlord and all final bills paid and proof of receipts provided by Tenant. Tenant shall, at time of vacating the premises, clean said premises including stove and refrigerator and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, action deemed necessary by Landlord to accomplish same shall be taken by Landlord at Tenant's expense. If the premises is rented with wall-to-wall carpet or rugs, then Tenant, at the termination of this Lease, will shampoo and clean said rug or carpet prior to vacating the premises. If such rug or carpet is not shampooed, Landlord will shampoo and clean said rug and charge Tenant for such cleaning. Upon vacating the premises, Tenant shall deliver all keys thereto to the Landlord or Agent managing the premises within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks. Tenant will be responsible for any damages to walls or woodwork including but not limited to those resulting from the use of picture hooks, cup hooks, nails, or screws and said Tenant agrees to repair all holes and damage made in walls and woodwork, etc. at his expense. Tenant will return all floors cleaned and waxed and in the same condition as received. Tenant is responsible for any damage to the floors due to water stains from plants. Should premises be delivered at beginning of tenancy with windows washed at expense of Landlord, premises shall be returned in same clean condition at end of tenancy. Any property which is left on the premises for more than seven (7) days after termination of the tenancy shall be considered to be abandoned by Tenant or other owner and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it without liability to Tenant, or owner of property left with Tenant's former dwelling unit or on the premises, all at the expense of Tenant.
32. SUB-ORDINATION This Lease shall be subject and subordinate to the condominium documents and by-laws establishing the condominium and to the lien of all existing and future mortgages placed on the premises and the building, common elements, and property of which the premises are a part, and Tenant agrees to execute whatever additional agreements are required to so subordinate this Lease. Landlord shall have the right to assign any or all of his rights under this agreement at any time.
33. NOTICES All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United State Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address, to the Agent or Landlord at the address designated herein, or to such addresses as the parties may designate in writing from time to time.
34. WAIVER OF BREACH No failure by the Landlord to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter any term or condition in this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
35. UNENFORCE-ABLE CLAUSES All individual provisions, paragraphs, sentences, clauses, sections, and words in this Lease shall be severable and if any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no affect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this Lease.
36. AGENCY Landlord recognizes _____ as the Agent negotiating this Lease and agrees to pay the leasing fee for services rendered in accordance with their separate agreement and Landlord hereby authorizes Agent to deduct the said fee from the proceeds of rentals received by Agent.
37. TRUTHFULNESS OF RENTAL APPLICATION This Lease is subject to a satisfactory Rental Application clearance by Agent, consisting of, but not limited to, a rental reference verification, employment verification and satisfactory credit report. The Rental Application submitted by Tenant has been an inducement for Landlord to rent the premises to Tenant. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than Tenant and the persons as stated in the Rental Application, Landlord shall have the right to terminate this Lease, to hold Tenant liable for any damage to the premises, and to avail himself of all rights and remedies to which he may be entitled at law or equity.

38. HOUSING REGULATIONS

TENANT INITIALS

Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulation of the District of Columbia: Chapter 3; Section 101; and Section 106.

Additional or special provision(s) in the attached addendum, bearing the signatures of all parties concerned are hereby made a part of this Lease. Addendum attached Yes No

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions, and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to restrictions herein on assignment and subletting by Tenant. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THE DOCUMENT, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING IT.

WITNESS the following signatures on the day and year first appearing above:

Tenant _____

Landlord _____

Tenant _____

Landlord _____

Tenant _____

REALTOR® FIRM _____

Tenant _____

By _____
Agent

Security Deposit Received: \$ _____ From _____ On _____ Date

First Month's Rent Received: \$ _____ From _____ On _____ Date

Pro - Rata Rent Received: \$ _____ From _____ On _____ Date

ADDENDUM TO LEASE AGREEMENT

The following additional or special provision(s) are hereby made part of the Lease Agreement:

- MILITARY/DIPLOMATIC:** If Tenant is a member of the United States Armed Forces on extended active duty and is transferred under PCS orders during the lease term, he may terminate this Lease by giving Agent or Landlord thirty (30) days' written notice to that effect, together with a certified copy of his orders. Such notice shall cancel this Lease on the last day of the following month, provided that the notice is accompanied by the rent for such following month. A transfer out of the Metro Washington area is defined as at least fifty miles from the premises.
- CONTROL OVER ACTIONS OF CHILDREN:** In order to protect the premises and grounds, it is expressly agreed by Tenant that failure of parents, the members of the family, or agents, invitees, and employees of the Tenant, to prevent violations of the provisions of the Lease by the actions of Tenant's children will constitute a breach of this Lease Agreement as if such violations of its terms had been committed by the Tenant himself.
- ELIMINATE NOISES:** In order to reduce sounds caused by walking on floors in the premises, Tenant shall install carpeting or rugs with pads on 80% of the floor area therein (or, if different from the foregoing, then in accordance with the rules and regulations of the condominium) to effectively reduce all such sounds.
- GUARANTORS:** This Lease Agreement is subject to the receipt, within thirty (30) days after execution of this Addendum or the commencement date of this Lease, whichever is earlier, of the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease.

GUARANTOR:

NAME	DATE	SIGNATURE
ADDRESS		

GUARANTOR:

NAME	DATE	SIGNATURE
ADDRESS		

IN WITNESS HEREOF, the parties hereto have caused these presents to be duly executed this _____ day of _____

Tenant

Landlord

Tenant

Landlord

Tenant

REALTOR® FIRM

Tenant

By _____
Agent

101 CIVIL ENFORCEMENT POLICY

- 101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.
- 101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.
- 101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.
- 101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.
- 101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS

- 106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.
- 106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.
- 106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.
- 106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.
- 106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.
- 106.6 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2903(b), Commissioners' Order 55-1503 (August 11, 1955).