



RENTAL - Lease Agreement for Single Family Homes, Townhouses or Condominiums or Cooperatives
(For use in Washington, DC)

DO NOT USE THIS FORM FOR ANY APARTMENT BUILDING UNITS

Pursuant to Section 35 of the Lease form, you must provide to the tenant a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Chapter 1, Section 101 and Section 106.

****USE THIS SECTION ONLY FOR PROPERTIES EXEMPT FROM RENT CONTROL****

You must attach to the Lease a copy of the Claim of Exemption Form and Certificate of Registration/Exemption, both of which must bear the date stamp of the Rental Accommodations and Conversion Division showing that they have been filed with that office. IF YOU DO NOT HAVE THESE DOCUMENTS OR THE LANDLORD IS NOT ABLE TO PROVIDE YOU WITH THESE DOCUMENTS, DO NOT USE THIS LEASE FORM.

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

THIS LEASE, made _____, _____ between _____
(as Agent for) Landlord (hereinafter referred to as "Landlord" or "Landlord/Agent") and _____
(hereinafter referred to as "Tenant"). WITNESSETH, that the Landlord
hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as _____,

_____ for the term of _____, beginning on the first day of _____, _____ and ending on the last day of _____, _____ at a total rent of \$ _____, payable in equal monthly installments of \$ _____ in advance on the first day of each and every month ("Rent Due Date") of said lease term. The "Rent Due Date" is intended to fall within the lease term. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay rent payable to _____ at _____ (or at such other place as Landlord may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may avail himself of any remedy afforded him under the terms

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of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

1. **Pro Rata** 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 _____.

2. **Service Charges** If any installment of rent is not received at the address under the above section 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 the rent is due and payable on the 1st 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.

3. **Joint Liability** 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.

4. **Sublet/Assignment:** Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession, or occupancy thereof, to any other person or persons without the prior express written consent of the Landlord/Agent, which consent must not be unreasonably withheld, provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ _____ service charge, defraying Landlord's expenses incidental to processing the application and amending the lease for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant.

5. **Usage:** Tenant will use said property solely as a single family 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 (12) month period. Tenant shall conduct themselves 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:

FOR CONDOMINIUMS/COOPERATIVES ONLY: 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/Cooperative association and management company governing the premises, the Condominium/Cooperative of which the premises are a part, and any common areas, facilities and parking areas 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/Cooperative association of the Condominium/Cooperative 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) as the Condominium/Cooperative association's governing documents may allow.

6. **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,

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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.

7. **Pets** Tenants who are permitted to have pets agree to pay the cost of having the demised premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner (at the Landlord's choosing), at the termination of occupancy to the satisfaction of landlord/Agent. Tenant to supply receipt of work performed. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is authorized to have pets:

Yes No # ALLOWED _____

TYPE OF PET(S) _____ WEIGHT _____.

8. **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.

9. **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):

- the replacement of furnace and air conditioning filters, light bulbs, batteries in smoke detectors and fuses;
- proper cleaning of carpeting, if any, and for proper cleaning and paste waxing of any wooden floors;
- keeping up, preserving in good condition, and keeping trimmed any lawn, trees, vines, shrubbery and gardens;
- removing leaves, sticks and other debris that accumulates on the property;
- promptly removing ice and snow as necessary;
- keeping gutters, downspouts and exterior drains cleaned and cleared of leaves and other debris.

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 structures, furniture items or other such articles in the premises, including, but not limited to, water beds, without the prior 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. No items or impediments are 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.

In order to limit the level of noise which can be generated by bare flooring, Tenant agrees to install carpeting or rugs with pads on 80% of the floor area within the enclosed leased space, in order to effectively reduce such sounds and/or disturbances.

If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to give provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be re-keyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

10. **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, which shall not be unreasonably withheld. 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.

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11. **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 operational. Licensed vehicles may be parked only in garages, driveways, if provided, or in the street. Tenant must adhere to any applicable Homeowner's Association restrictions regarding vehicle parking.

FOR CONDOMINIUMS/COOPERATIVES ONLY:

- (a) In addition to the premises, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Parking Space No. _____ at the Condominium/Cooperative, 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 2 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/Cooperative or any parking space owned by Landlord or assigned to the Condominium/Cooperative unit constituting the premises.

12. **Trash Removal/Recycling** All garbage and trash must be placed by Tenant in suitable covered containers, and deposited appropriately for regular pick-up and removal. 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.

FOR CONDOMINIUMS/COOPERATIVES ONLY: All garbage and trash must be placed by Tenant in suitable covered containers, supplied by Tenant (unless supplied by the Condominium/Cooperative association), and deposited appropriately for regular pick-up and removal, or, if required by the Condominium/Cooperative 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/Cooperative.

13. **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 or to Landlord or to the Condominium/Cooperative, if applicable. Tenant shall be liable for any and all damage to the premises that may result from the failure, either overt or intentional, 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/Cooperative (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.

14. **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 its original condition at the commencement of the original lease term, 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.

15. **Access:** Tenant shall allow Landlord/Agent, the Condominium/Cooperative (if applicable) and/or their duly designated representative to have access to said premises at any time without notice or warning in case of emergency, or in the event of fire or

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other property damage, or with reasonable notice for the purpose of inspection, or for the purpose of making any repair Landlord or Agent considers necessary or desirable.

16. **Notice of Absence:** Tenant shall give Landlord notice of an anticipated extended absence of Tenant from the property in excess of seven (7) days. During any such absence of Tenant, Landlord/Agent may enter the property at times reasonably necessary to protect the property and any possessions of Landlord on or in the property.

17. **Insurance:** Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire or casualty insurance policy covering the same.

18. **Smoke Detectors:** Landlord shall maintain, in an operable condition, all required fire alarm systems. Landlord shall install smoke detectors and comply with the requirements of the Smoke Detector Act of 1978 (D.C. Law 2-81).

19. **Personal Property:** To the fullest extent permitted by the Housing Regulations of the District of Columbia and by applicable law: All personal property belonging to tenant in said premises shall be and remain at Tenant's sole risk, and neither Landlord nor Agent nor the Condominium/Cooperative, if applicable, (including the board of directors, officers, unit owners association and 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 or Agent be liable for any injury Tenant, occupants, guests, invitees, or other persons in or about said premises; Tenant expressly agreeing to hold Landlord and Agent harmless in all such cases; provided, however, that the foregoing shall not exempt Landlord or Agent from liability for damages caused by or resulting from Landlord's or Agent's own negligence in the operation, care or maintenance of the premises. 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.

FOR CONDOMINIUM/COOPERATIVE ONLY: Tenant expressly agrees to save Landlord, Agent and the Condominium/Cooperative (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/Cooperative from liability for damages caused by or resulting from Landlord's, Agent's or the Condominium/Cooperative's own negligence in the operation, care or maintenance of the premises.

20. **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.

21. **Security Deposit** Landlord hereby acknowledges receipt of the sum of \$ _____ (an amount not to exceed the first full month's rent) which is to be retained as a security deposit for the 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 or 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.

Pursuant to the D.C. Housing Code, after a tenancy is terminated, Landlord has forty-five (45) days to return the deposit, or notify the Tenant in writing of his or her intention to withhold and apply the monies toward expenses incurred under the terms and conditions of this lease. If Landlord elects to apply the security deposit to monies owed by the Tenant to the Landlord, either for rent, additional rent, or damages, then Landlord shall notify Tenant that he/she intends to withhold the deposit and Landlord has thirty (30) days, from the date the Tenant was first notified, to refund the balance of the deposit that was not used to pay costs of expenses incurred, and at the same time must provide Tenant with an itemized statement, including costs, of the repairs for which the money was spent.

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All utility services in the premises shall be ordered disconnected 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. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The Landlord, or Landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

22. Termination: Tenant hereby expressly agrees:

(a) that violation of any of the terms and conditions of this Lease, shall be sufficient cause for termination 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 conduct offensive to any other occupant of 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 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 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) In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.;

(f) that 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 will constitute a breach of this Lease Agreement as if such violations of its terms had been committed by the Tenant himself.

23. Notice to Quit: Tenant hereby expressly agrees that 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 judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any 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 shall operate as a Notice to Quit, TENANT HEREBY EXPRESSLY WAIVES ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR 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;

24. **Attorneys' Fees:** If Tenant shall default in the performance of any covenant or condition or 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, 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

25. **Hold Over:** 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 re-negotiate 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.

26. **Permission to Show:** Tenant will permit Landlord or Agent to post a "For Rent" sign, along with a keybox to the main entrance for prospective tenants and agents' access, and to show said premises at reasonable hours to prospective tenants during the last _____ days of the term herein.. If the premises is put on the market for sale during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a keybox, and permission to show. 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.

Tenant shall not give less than _____ days written notice to vacate, to coincide with the end date of the Lease Agreement, or any extension thereof. Said notice must be received by Agent, if Agent is managing the property, or by Landlord, if Landlord is managing property, by the first day of the month of which the Tenant is to vacate _____ days later.

27. **Surrender:** 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 disconnected and all final bills paid. Utilities and proof of receipts provided by Tenant. Tenant shall, at time of vacating the premises:

- a. Clean said premises and remove trash from the premises.
- b. 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.
- c. 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.
- d. 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.
- e. If premises were delivered at beginning of tenancy with windows washed at expense of Landlord, premises shall be returned in same clean condition at end of tenancy.
- f. Any property which is left on the premises at the end of tenancy shall be considered to be abandoned by Tenant and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it without liability.

Any of the above items not completed by Tenant will be completed by Landlord, and Tenant will be charged accordingly.

28. **Subordination:** This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any documents(s) which the Landlord or lenders(s) may request with respect thereto. In the event that the Tenant fails to do so, the Landlord or the lenders(s), the Landlord will have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Landlord shall have the right to assign any or all his rights under this Agreement at any time. Tenant agrees to become a tenant to any subsequent owner of the Property.

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FOR CONDOMINIUM/COOPERATIVES ONLY: This Lease shall be subject and subordinate to the Condominium/Cooperative documents and by-laws establishing the Condominium/Cooperative 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 any and all additional agreements that are required to so subordinate this Lease.

29. **Military Clause:** In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this lease, and Tenant subsequently receives permanent change of station orders or temporary change of station orders for a period in excess of 3 months, Tenant's liability to pay rent may not exceed: (1) 30 days' rent after written notice and proof of the assignment is given to the Landlord; and (2) the cost of repairing damage to the premises caused by the Tenant. This clause also applies to those persons who receive orders releasing them from military service.

30. **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 States 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 addresses designated herein, or to such addresses as the parties may designate in writing from time to time.

31. **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.

32. **Unenforceable 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 effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this Lease.

33. **Agency:** The Landlord recognizes (Brokerage) _____ as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Landlord hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

34. **Truthfulness of Rental Application** 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.

35. **Housing Regulations** Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulation of the District of Columbia: Chapter 1; Section 101; and Section 106.

36. **Credit Report/Condominium/Cooperative Approval (if applicable)** Tenant acknowledges and authorizes 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 in the Lease evaluation process, the credit information provided by the Consumer Reporting Agency.

For Condominiums/Cooperatives Only: If approval of this Lease or Tenant (or both) by the Condominium/Cooperative (or any board of directors, officers or agents thereof) is required, then (CHECK ONE AS APPROPRIATE AND STRIKE INAPPLICABLE PROVISION)

- Landlord states that such approval has been obtained.
- 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.

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 no purport to, and shall not be deemed to, define, limit or extend the scope of 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 _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ REALTOR[®] Firm _____ Date _____

Tenant _____ Date _____ By _____ Agent _____ Date _____

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

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

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

Guarantors: If box is checked, this Lease Agreement is subject to 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. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor

Address of Guarantor

Signature of Guarantor _____ Date _____

Name of Guarantor

Address of Guarantor

Signature of Guarantor _____ Date _____

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