



Est. 1981

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease"), made this ____ day of ____ by and between:

1. **TENANT:** _____ hereinafter referred to as "Tenant," and
2. **LANDLORD:** _____ hereinafter referred to as "Landlord."
3. **AGENT:** **John C. Formant Real Estate, Inc.**, hereinafter referred to as "Agent," is executing this lease solely as Agent of the 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:
4. **PROPERTY ADDRESS:** **Washington, DC** (hereinafter referred to as the "Premises")
5. **TERM:** for the term commencing on ____ day of ____ and ending at Midnight on the ____ day of ____.
6. **RENT:** \$ _____ (_____ dollars) payable in monthly installments of \$ _____ (_____ dollars) the first installment payable on the execution of this Lease and the remaining payable in advance, without notice, demand, set off, or deduction, on the first day of each ensuing month ("Rent Due Date"). Total monthly rent will be paid on the Rent Due Date **When more than one person constitutes the "Tenant," Tenant agrees to make payment of rent in one single check.**
7. **PRO-RATA RENTAL PAYMENT:** It is understood and agreed that Tenant is to commence occupancy of the Premises on **NA** Tenant is to pay the sum of **NA** "Pro-Rata" rent through the **NA** day of **NA, NA**. This Pro-Rata rent payment is due on **NA**.
8. **SERVICE CHARGES:** If any installment of rent is not received at the address under section 8 below within **5 days** from the due date, Tenant covenants and agrees to pay a Late Fee in the sum of **5% of the monthly rent or \$25, whichever is greater**. It is further understood that the late period is NOT a grace period, and the rent is due and payable on the **FIRST** day of each month. Tenant further agrees to pay a handling charge of **\$100.00** for each check returned by the bank for insufficient funds or any other reason. Landlord or Agent may require any and all payments thereafter to be made in money order or certified funds.
9. **PAYMENT:** Rent shall be payable to: **John C. Formant Real Estate, Inc.**
225 Pennsylvania Avenue, SE Washington DC 20003

The address where rent is payable may be changed by written notice to Tenant.

10. **PROPERTY MANAGEMENT:** The Premises **shall** 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 **225 Pennsylvania Avenue, SE, Washington, D.C. 20003**, (b) where a provision of this Lease requires consent or approval by 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 in no case is Landlord to be contacted by Tenant directly. If the Premises are not managed by Agent, then it is clearly understood by Tenant that Agent is not acting as property manager for the Premises but has acted only as the Agent in locating a Tenant for the Landlord. Agent has no responsibility or liability for property management nor does Agent assume any responsibility for the return of the Security Deposit.
11. **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 Lease and for compliance with applicable law.
12. **SUBLET/ASSIGNMENT:** Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or permit possession or occupancy thereof, by any other person or persons without the prior express 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 to Landlord or Agent in an amount to be set by Landlord or Agent, per assignee, subtenant or roommate change at any time during the lease term including a month-to-month lease. In the case of subletting or assignment, Tenant shall remain liable for any breach of this Lease by the subtenant or assignee. Any such changes made to this Lease are subject to approval by Landlord or Agent subsequent to review of applications submitted by all new occupants and accompanied by appropriate application fees.
13. **CREDIT REPORT:** 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 the credit information provided to Agent by such Consumer Reporting Agency or by Tenant.
14. **USAGE** Tenant will use the 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 the 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 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 or common areas to (if applicable) 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 with the Premises **tenant stated above**.

15. 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 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 the Lease until the Premises are available for occupancy by Tenant.

16. PETS/SMOKING: Tenant shall not keep or allow pets or animals of any kind on Premises without written consent of Landlord. Landlord hereby agrees that the following pet(s) may be kept on the Premises: None. If pets are allowed, Tenant agrees to arrange for and pay the costs of having the Premises de-fleaed and de-ticked by a professional exterminator, and, if carpeted, the carpeting cleaned and deodorized by a professional cleaner (at the Landlord's choosing), at the termination of occupancy to the satisfaction of Landlord and Agent. Paid receipts must be provided to Landlord to serve as certification of this work. Tenant further agrees to assume all liability and to be responsible for any damages caused by said pet(s), including but not limited to odor and damage to carpets, screens, glass and frames and hardwood floors. Additionally, Tenant agrees to pay a one-time **NON-REFUNDABLE PET FEE** of **NA**

Smoking tobacco products is is NOT permitted inside the Premises.

17. ACCEPTANCE: Tenant acknowledges that he has examined the Premises and his acceptance of the Lease is conclusive evidence That the 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. Fireplaces are not guaranteed to be in working condition. Should any fireplace within the property be found to be in non-working condition, or should a working fireplace fall into disrepair such that it no longer works properly, Landlord shall not be obligated to repair the fireplace, nor shall the rent be adjusted to compensate Tenant for the loss of the use of the fireplace. 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.

18. 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 paying the costs for the following regular maintenance.

- The replacement of light bulbs, fuses and the bi-monthly replacement of furnace and air conditioner filters;
- Proper cleaning of carpeting, if any, and for proper cleaning of any wooden floors if cleaned when they moved in;
- 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;
- Keeping all plumbing free from stoppages, including toilets and garbage disposal, if any;
- Turning off outside water faucets and draining them in preparation for cold weather months;
- Maintaining the Premises in a clean and sanitary condition so as to prevent the infestation of rodents and vermin;
- The replacement of batteries in smoke detectors;
- * The extermination of any and all bed bugs in the unit
- The extermination of mice, rats, roaches, water bugs or ants in any building with 2 or fewer units;

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 such articles in the Premises, including water beds, without the written consent of the Landlord. No items or equipment of any nature, including, but not limited to, 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, or any common areas (if applicable). 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 condition permits; to dispose from the Premises all rubbish, garbage, and organic or flammable waste in a clean, safe, and sanitary manner; to properly use and operate all electrical, gas, plumbing and heating fixtures and appliances; to keep all plumbing fixtures as clean and sanitary as their condition permits; and not to permit any person on the Premises with the 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. Tenant shall pay the cost for any unnecessary service calls. Furthermore, if Tenant makes a necessary repair request and it is determined that the problem is a result of Tenant's negligence, and then Tenant shall bear the cost of the service call.

If the Premises are managed by John C. Formant Real Estate, Inc. as Agent of the Landlord, repair requests can be made during normal business hours, Monday-Friday from 9:00 AM – 4:00 PM at (202)544-3900, excluding holidays. **Emergency requests can be made after business hours, 7 days a week at (202)546-6444.**

19. KEYS/LOCK-OUTS: Tenant hereby acknowledges receipt of at least one complete set of keys. Tenant will be charged for any additional or duplicate keys. Also, Tenant will be held responsible for any charges relating to the change of any locks as well. For properties under the management of John C. Formant Real Estate, Inc., if Tenant locks himself out of the property, or if he loses or misplaces the keys issued, a charge will be assessed for any after hour's assistance. In the event any locks need to be changed as a result of a lock-out or loss of keys, Tenant will be held responsible for the cost of doing so, and to provide the new key to Agent or Landlord (whichever is managing the Premises within twenty-four (24) hours. In no way is Agent required to perform this service if no staff member is available. Payment is due at the time of service. Tenant hereby guarantees any such payment to John C. Formant Real Estate, Inc. Tenant further agrees to carry all keys after requesting service from the owner or management as contractors may lock all locks to the premises when leaving.

20. VEHICLE PARKING Parking Availability: none provided by landlord. If parking is included, no automobile, truck, motorcycle, trailer or other such vehicle shall be parked on the property without current license plates and said vehicle(s) must be in operating condition. Licensed vehicles may be parked only in garages, driveways, if provided or in the street. Neither Landlord nor Agent assumes any responsibility or liability whatsoever for the loss of or damage to any vehicle while parked in said area other than loss or damage occasioned by negligence of Landlord or Agent.

21. NOTIFICATION Tenant shall promptly notify Landlord or Agent of any defects, problems or needed repairs, but shall not order any repair 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.

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22. 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.

23. TRASH REMOVAL/RECYCLING:

All garbage and trash must be placed by Tenant in suitable covered containers, supplied by Tenant, 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.

24. UTILITIES If the Premises are separately metered for any utilities, then the Tenant is obligated to pay for all such utilities in addition to the rent payable. Tenant shall make all the necessary deposits in connection therewith and promptly pay when due all bills for the utilities. If any or all of the utilities are not separately metered, Tenant shall pay the following shares of all utilities for the building for which the Premises are a part: **water and sewer: 100% gas: 100%, electricity: 100%.** This apportionment amount is due and payable upon Tenant's receipt of bill from Landlord or Agent. Tenant shall use reasonable care in conservation of utilities not chargeable to Tenant. In addition, if Landlord pays electricity charges and Tenant (with or without prior written consent of Landlord) installs any air conditioners, Tenant shall pay upon demand, as additional rent, a seasonal charge of \$150 per air conditioner. 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. 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 ensure that no plumbing or heating equipment freezes. Neither Landlord, Agent, nor the property manager shall be liable in any manner for failure, interruption or stoppage of gas, electricity and/or water at any time. Tenant shall also pay for all expenses incidental to telephone service and /or alarm systems, including installation, maintenance and wiring that may be necessary. Landlord accepts no responsibility for any costs pertaining to any telephone service, alarm systems or maintenance of same.

25. ALTERATIONS Tenant shall obtain written permission from Landlord before painting or making any alterations, additions, or improvements to the Premises. Tenant shall obtain written permission from Landlord before installing a satellite dish or new wiring for telephone, DSL or cable. 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 commencement of the original lease term), at the expense of Tenant. If Tenant changes the existing locks of the Premises or install additional locks, Tenant will furnish Landlord or the property manager with a full set of working keys within two business days. Failure to provide a set of keys to the changed or additional locks will result in Landlord replacing said locks at Tenant's expense.

26. INSPECTION/ACCESS TO PROPERTY: In the case of emergency, Tenant shall allow Landlord, Agent and/or their duly designated representative to have access to Premises without notice or warning for the purpose of inspection or for the purpose of making any repairs Landlord or Agent considers desirable or necessary. In addition, Tenant shall allow Landlord, Agent and/or their duly designated representative access to the property to make any normal, routine and/or Tenant requested repairs during normal business hours. Tenant may be required to meet service people for emergency or after hour's service calls.

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

28. INSURANCE/ PERSONAL PROPERTY: Tenant will do nothing and permit nothing to be done on or about the Premises, which will contravene any fire insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium on any existing insurance policy on the demised Premises, Tenant shall pay such increase. **IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY (RENTER'S INSURANCE) WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROVIDES FOR THE PROTECTION OF TENANT'S PERSONAL PROPERTY, IN THE EVENT OF FIRE, BURGLARY OR ANY OTHER OCCURRENCE WHICH MIGHT RESULT IN A LOSS.** It is clearly understood that Tenant is not covered by the Landlord's insurance for any loss or damage to personal property belonging to Tenant due to fire, burglary, water damage, windstorms, vandalism, smoke or any other occurrence.

All goods and personal property of every kind in and upon the demised Premises shall be at the sole risk and hazard of the Tenant, to the fullest extent permitted by the Housing Regulations of the District of Columbia and by applicable law. Neither Landlord nor Agent shall be liable for any damage to or loss of such personal property arising from acts of negligence of any other persons nor from the leaking of the roof, or from bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from Buffalo Moths or termites, or from any other cause whatsoever, not shall the Landlord or Agent be liable for any injury to the person of Tenant or other persons in or about Premises. Tenant expressly agrees to hold Landlord and/or Agent harmless in all cases involving such a loss, 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.

29. SMOKE DETECTOR: Smoke detectors have been installed by Landlord and are in proper working condition in accordance with local 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 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.

30. 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 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; (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.

31. SECURITY DEPOSIT: Landlord hereby acknowledges receipt of the sum of \$ _____ 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 event Landlord repossess the 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. Final readings for all utility services in the Premises shall be ordered and all final bills paid by Tenant, with proofs of receipts, before any part of the security deposit will be returned. Interest shall be paid or credited to 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's or Agent's option. **NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE, NOR SHALL TENANT FAIL TO PAY THE FINAL MONTH'S RENT IN LIEU OF RETURN OF SECURITY DEPOSIT. IF AGENT IS NOT MANAGING THE PREMISES, THEN AGENT ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE RETURN OF THE SECURITY DEPOSIT.**

32. TERMINATION : Tenant hereby expressly agrees 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;

33. Nuisance Tenant hereby expressly agrees that this Lease may be terminated at the option of Landlord in case of commission of any nuisance on the Premises, boisterousness or any other excessive noise, or any other offensive conduct or manner to any other occupant or building or neighborhood, including any violation of police regulations;

34. Eminent Domain Tenant hereby expressly agrees that if the Premises, or any part thereof, is taken by eminent domain, this Lease shall expire on the date when the Premises shall so be taken, and the rent shall be apportioned as of that date, and no part of any award shall belong to Tenant;

35. Bankruptcy Tenant hereby expressly agrees that in the event Tenant is adjudicated bankrupt or makes an assignment for the benefit of his creditors, this Lease shall, at the option of the Landlord, cease and desist and the Premises shall be surrendered to Landlord, who hereby reserves the right, in either of said events, to forthwith reenter and repossess the Premises;

36. Uninhabitable Tenant hereby expressly agrees that if the 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 the Premises shall have been restored to a habitable condition, nothing herein to be construed, however, as requiring Landlord to rebuild or restore the Premises;

37. Notice to Quit Tenant hereby expressly agrees that if the 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 the 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 Lease 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 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 the Premises under and by virtue of the proceedings between Landlord and Tenant, 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 the Landlord during the term remaining after the default occurs;

38. Default Tenant hereby expressly agrees 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 the Tenant.

39. Attorney's fees 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 the Landlord, be added to any subsequent installment of the specific rent due and payable under this Lease, in which event the Landlord shall have the remedies for default in the payment thereof provided by this Lease. The provisions of the paragraph shall survive the termination of this Lease;

40. Hold Over Tenant hereby expressly agrees 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 payments thereafter as due during the last month of the term of this Lease or such increased monthly rental for which Landlord or Agent from time to time has provided to Tenant not less than **sixty (60) days' written notice** in advance of the rental due date. Tenant shall keep and fulfill all the other conditions, covenants and terms of this Lease 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 **sixty (60) days' written notice** to expire on the day of the month from which the tenancy commenced to run.

41. 60 DAY NOTICE OF TERMINATION: Tenant agrees that in the event that Tenant does not intend to continue possession after the expiration of the Lease, Tenant will give no less than **sixty (60) days' written notice, on the 1st of the month** of intent to vacate. Notices received by Landlord or Agent from Tenant after the first day of the month of intended removal of the Premises shall be deemed late notices and shall be effective as if received on the first day of the following month, and Tenant's liability to Landlord for rent shall extend to the last day of the month for which said notice is effective.

42. 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 for prospective Tenant's and Agent's access, and to show the Premises at reasonable hours to prospective tenants during the last sixty (60) days of the term herein. If the Premises are put on the market for sale anytime during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a lockbox, and to show at reasonable hours. 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.

43. MILITARY/ DIPLOMATIC: If Tenant is a member of the United States Armed Forces on extended active duty and is transferred under PSC orders during the Lease term, he/she 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 Washington Metro area is defined as at least fifty (50) miles from the Premises.

In addition, if the Landlord is an employee of the United States Government assigned to foreign duty and if the Landlord is reassigned to duties in the Washington area at any time during this Lease or any extension thereof, then it is understood and agreed that the Landlord may regain access to the property by giving Tenant the appropriate ninety (90) day notice to Quit and Vacate in accordance with the laws of the District of Columbia.

44. SURRENDER (Utilities/Cleaning/Trash Removal/Carpets/Keys/Repair of Damage/Floors/Windows/Abandoned Property): Tenant will, upon termination of the Lease, surrender the Premises and all fixtures and equipment of the Landlord therein in good, clean

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and operating condition, ordinary wear and tear excepted. Utilities shall be disconnected 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 are rented with wall-to-wall carpet or rugs, then Tenant, at 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 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 damages to the floors due to water stains. Should the Premises 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.

45. CO-OP/CONDO RULES: In the event the Premises is an apartment or a townhouse in a cooperative or condominium, Tenant, Tenant's family, and guests hereby agree abide by all rules, notices and regulations governing occupancy, tenancy, use of condition of Premises now in effect, as well as those hereinafter made by the building management, and to fully and promptly abide by same to the extent of such rules, notices and regulations affect Tenant, or the Landlord/Agent's rights, obligations, or privileges. A copy of the rules and regulations (if printed) which are now in effect are attached hereto, and receipt of a copy is hereby acknowledged by Tenant. Failure to comply with any such notices or regulations shall be a breach of this lease. Tenant shall be solely responsible for any fines or penalties resulting from noncompliance of such rules.

46. CONTROL OVER ACTION OF CHILDREN: In order to protect the Premises and grounds, it is expressly agreed by Tenant that the failure of parents, the members of the family, 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 as if such violations of its terms had been committed by the Tenant himself.

47. ELIMINATE NOISE/ PROTECTION OF WOOD FLOORS: Tenant shall install carpeting or rugs with pads on 80% of the wood floor area when the Premises contain such floors.

48. SUB-ORDINATION: This lease shall be subject and subordinate to the lien of all existing and future mortgages placed on the Premises, 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 Lease at any time.

49. 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 be designated in writing from time to time.

50. 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 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.

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

52. AGENCY: Landlord recognizes **JOHN C. FORMANT REAL ESTATE, INC.** 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.

53. 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 other persons as stated in the Rental Application, Landlord shall have the right to terminate this Lease, to hold Tenant liable for any damages to the Premises, and to avail himself of all rights and remedies to which he may be entitled at law or equity.

54. HOUSING REGULATIONS: Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulation of the District of Columbia: Chapter 3.

55. DRUG-FREE HOUSING: In consideration for the execution of this Lease, Landlord and Tenant agree as follows: Tenant, any member of Tenant's household, or guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Premises "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 023 of the Controlled Substances Act (21 USC 802) and/or as D.C. Code 2559.1); (b) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near building Premises; (c) Tenant or members of the Tenant's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Excessive pedestrian traffic or prostitution shall be construed as such activity; (d) Tenant or members of the Tenant's household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near building Premises or otherwise; (e) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, including but not limited to, the unlawful discharge of firearms, on or near building Premises; (f) ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS AGREEMENT AND CAUSE FOR TERMINATION OF TENANCY. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

THIS LEASE 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 and binding upon and shall inure to the benefit of the parties hereto and their 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**

Initial: Tenant_____/_____
Landlord/Agent_____

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 _____

Social Sec. # _____

Landlord _____ Date _____

JOHN C. FORMANT REAL ESTATE, INC., Agent for Landlord

By: _____ Date _____
Title

FORWARD

225 Pennsylvania Avenue, S.E. Washington, D.C. 20003
Tel: 202.544.3900 Fax: 202.546.1771 www.johncformant.com

SALES • RENTALS • COMMERCIAL LEASING • PROPERTY MANAGEMENT • INVESTMENTS

Initial: Tenant _____ / _____ Landlord/Agent _____