

Revised 8/5/2014

**RESIDENTIAL LEASE  
City of Takoma Park, Maryland**

THIS LEASE, made on \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, Takoma Park, Maryland, for the term of \_\_\_\_\_ beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the last day of \_\_\_\_\_, 20\_\_\_\_ ("Lease Term").

**RENT**

1. Tenant agrees to pay rent in equal monthly installments of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in advance on the first day of each and every month ("Rent Due Date") of the Lease Term.

**Alternative A - RENT ESCALATION** (cross out if not applicable)

If this Lease commences on a date which is less than twelve (12) months from the date of the last rent increase for the premises, then Tenant's rent will be increased during the Lease Term as follows:

On \_\_\_\_\_, 20\_\_, the anniversary date for this premises, the rent will increase to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month, which is based on the current \_\_\_\_\_% Rent Stabilization Allowance. If the Rent Stabilization Allowance is increased or decreased on the first of the month of July, following the date of commencement or renewal of this lease, then your monthly rent shall be adjusted accordingly on the anniversary date following this change. The date of the scheduled rent increase under this lease is at least twelve (12) months from the date of the previous rent increase for the premises and the Tenant will be notified by the Landlord, in writing, of the rent increase at least one month but no more than two (2) months before the effective date of the rent increase. If the Tenant does not receive such written notice of the rent increase, then no rent increase may be made until proper notice is given.

(Tenant's Initials) \_\_\_\_\_

**PRO RATA RENTAL PAYMENTS**

2. 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 the first month shall be apportioned pro rata; thereafter rent shall be paid on the first of the month as aforesaid. It is understood and agreed that Tenant is to commence occupancy of the premises on \_\_\_\_\_, 20\_\_\_\_. Tenant is to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on \_\_\_\_\_, 20\_\_\_\_ as "pro rata" rent for the period of \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

**TIME AND PLACE OF RENT PAYMENTS**

3. Rent payments are due, in advance, on the first day of each month during the Lease Term to \_\_\_\_\_ (name of company or person) at \_\_\_\_\_ (address) or at such other place as Landlord may from time to time designate without deductions or demand and the obligation to pay rent shall be independent of any other clause of this Lease. 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 of this Lease and/or applicable law. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid in person by Tenant to Landlord/Agent for rent, security deposit or otherwise. The Landlord/Agent shall also provide such receipts for any payment sent by mail when the Tenant provides a self-addressed stamped envelope with his or her payment.

**ADDITIONAL CHARGES**

4. (a) **Late Charges.** Tenant agrees that in the event Tenant shall fail to pay any installment of rent within ten

(10) days beyond the date on which it is due and payable, Tenant shall pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the rent due. Such payment shall be payable as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing contained herein shall be a waiver or a limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for nonpayment of any installment of rent when and as the same becomes due and payable. The ten day late period IS NOT a grace period and the rent is due and payable on the first day of each month.

(b) **Service Charges.** Landlord/Agent has the right to require that all rental payments be made by money order, cashier's check and/or certified check. A service charge (which sum shall not exceed the maximum permitted by state law) of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

### **FEES**

5. Tenant agrees to pay fees as indicated in the attached Lease Addendum. The type and amount of fees charged to the Tenant shall conform to the requirements of Sec. 6.16.090, Fees, of the Takoma Park Code, and City Regulations.

### **RENT STABILIZATION**

6. There is a Rent Stabilization Law in the City of Takoma Park which limits the frequency and amount of rent increases for the premises.

(a) **Frequency.** The rent for the premises covered by this Lease may only be increased once per twelve (12) month period. The date the rent may be increased is called the "Anniversary Date". The Anniversary Date for the premises covered by this Lease is: \_\_\_\_\_.

(b) **Amount.** Rent increases for occupied rental units is limited to the amount of the Rent Stabilization Allowance. The Rent Stabilization Allowance is determined each year by the City of Takoma Park, Housing and Community Development ("HCD") and is effective on July 1st of that year for one year. If the rent for the premises is increased at the end of the Lease Term, then two months prior written notice of a rent increase must be mailed or hand-delivered to the Tenant at the premises address. If this notice is not given, then no rent increase may be made until proper notice is given.

(c) **Rent Reports.** The Tenant has a right to examine the rent reports maintained by the City of Takoma Park HCD during normal business hours at the City of Takoma Park Municipal Building, 7500 Maple Avenue, Takoma Park, Maryland; (301) 891-7216.

### **RENT INCREASE FOR UNITS NOT SUBJECT TO RENT STABILIZATION**

7. (a) **Frequency.** The rent for the premises covered by this Lease may only be increased once per twelve(12) month period.

(b) **Notice.** Two months written notice prior to the effective date of the rent increase must be mailed or hand-delivered to the Tenant at the premises address. If the notice is not given, then no rent increase may be made until proper notice is given.

Tenant and Landlord/Agent hereby acknowledges the provisions of 6(a) and (b).

(Tenant's initials)\_\_\_\_\_ (Landlord/Agent initials)\_\_\_\_\_

### **OFFER OF ONE YEAR LEASE**

8. City of Takoma Park law requires Landlords, unless there is a reasonable cause otherwise, to offer all prospective Tenants lease agreements for an initial term of one (1) year \_\_\_\_\_ (Landlord's initial). Such an offer may be accepted at the option of the prospective Tenant. Prior to entering this Lease, the Tenant hereby acknowledges that (initial and date one option below):

(a) I was offered and accepted a one-year lease term by the Landlord.

Tenant's Initials \_\_\_\_\_ Date \_\_\_\_\_

(b) I was offered but rejected a one-year lease term by the Landlord.

Tenant's Initials \_\_\_\_\_ Date \_\_\_\_\_

(c) I received a copy of a written statement in which the Landlord asserts and explains a reasonable cause for

failing to offer me a one-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the City of Takoma Park Commission on Landlord-Tenant Affairs.

Tenant's Initials \_\_\_\_\_ Date \_\_\_\_\_

#### **ENTITLEMENT TO POSSESSION**

9. Tenant is entitled to possession of the leased premises until the lease is terminated by action of the parties in accordance with the provisions set forth in Sec. 6.16.120, Notice to Vacate, of the Takoma Park Code, or by operation of law.

#### **RENEWAL OF LEASE TERM**

10. In accordance with the requirements of Takoma Park law, the Landlord shall offer the Tenant the opportunity to renew a one-year Lease for an additional one year term at least two (2) months prior to the expiration of the Lease Term with substantially the same covenants, terms and conditions, except for any lawful change in rent or security deposit interest rate, unless:

- (a) The Lease has been terminated by the Tenant, or
- (b) The Landlord has terminated the Lease for cause; or
- (c) The Landlord terminated the Lease by providing the Tenant two months' notice prior to the expiration of the Lease; or
- (d) The Landlord has reasonable cause for offering a lease renewal term of less than one year.

\_\_\_\_\_(Tenant's Initials) \_\_\_\_\_(Landlord/Agent Initials)

If the Lease has not been terminated in accordance with paragraphs 8(a)-(c), and the Landlord did not offer the Tenant a one-year lease renewal or provide the tenant with written notice of its reasonable cause not to offer a one-year renewal, the tenant may renew the Lease for an additional one year from the end of the initial term by providing written notice to the landlord informing them of their election to renew the Lease within two months of the expiration of the initial term.

#### **NOTICE TO VACATE**

11. (a) **By Tenant.** Tenant may terminate this Lease at the expiration of the Lease term or any extension thereof by giving the Landlord one (1) month's written notice prior to the Rent Due Date of intent to vacate.

(b) **By Landlord. Except as prohibited by Section 6.16.070(B)(2) of the Takoma Park Code,** Landlord/Agent may terminate this Lease without cause and repossess the premises at the expiration of a Lease Term of one-year or more, by giving the Tenant two (2) months' written notice prior to the expiration date, or, in the case of a month-to-month tenancy, by giving the tenant at least two (2) months' written notice prior to the intended termination date.

#### **CANCELLATION BY TENANT HAVING A ONE-YEAR LEASE**

12. This Lease may be terminated upon one (1) month's written notice prior to the Rent Due Date to Landlord/Agent due to an involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from Washington-Metropolitan Area (for example, signed military orders or transfer papers signed by employer). If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and shall include appropriate evidence thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant shall pay a termination charge equivalent to one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date and rent due during the notice period.

#### **DEFAULT**

13. In the event of any default hereunder or if the Landlord/Agent shall at any time deem the tenancy of the Tenant

undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, servants, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord/Agent, any governmental rental authority, or any federal, state or local law or regulation, then in any of said events, the Landlord/Agent shall have right to terminate this Lease by giving the Tenant personally or by leaving at the leased premises a one (1) month written notice to quit and vacate the premises containing in said notice the basis for the termination, and this Lease shall terminate on the last day of the first complete month following delivery of such notice. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

#### **WAIVER CLAUSE**

14. Any waiver of default hereunder shall not be deemed a waiver or his Agreement of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.

#### **SECURITY DEPOSIT**

15. In accordance with the Annotated Code of Maryland, Real Property Article and Section 6.16.130 of the Takoma Park Code, Tenant has deposited with the Landlord/Agent the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as security and applied to any rent or unpaid utility bill (only if deemed tenant's responsibility in Section 18 of this lease) that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, his family, guests, employees, tradespeople, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and shall not apply the same as the last month's rent.

The tenant has the right to have the premises inspected by the landlord in the presence of the tenant for the purpose of making a written list of damages that exist at the commencement of the tenancy, if the tenant requests by certified mail within 15 days of the tenant's occupancy.

The security deposit shall be deposited in an escrow account in a federally insured financial institution within the State of Maryland and said account shall be devoted exclusively to security deposits; said deposits shall be made within thirty (30) days after receipt of said funds. The Landlord/Agent shall provide the Tenant, within forty-five (45) days after the end of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred and shall return the security deposit to the Tenant together with simple interest which shall be accrued at the rate required by Maryland law, less any damages rightfully withheld. Interest shall accrue at six (6) month intervals from the day Tenant gives the security deposit to the Landlord/Agent. Interest is payable only on security deposits of Fifty Dollars (\$50.00) or more. The following represents the interest rates which apply:

July 1, 1980-September 30, 2004 – 4% per annum

October 1, 2004-December 31, 2014 – 3% per annum

January 1, 2015-Current Date – 1.5% per annum or daily U.S. Treasury Yield Curve (as of first business day of each year), whichever is greater.

Where an addendum to the lease was not noticed to the tenant when a statutory interest rate change went into effect, the original interest rate is in effect until an addendum is issued with the interest rate change.

Tenancy (Tenant's right to occupy the premises, and Tenant's obligations under this Lease) shall not end merely because Tenant ceases to occupy the premises. Notices shall be forwarded to Tenant based upon termination of the tenancy, not termination of actual occupancy, though the two may coincide.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit shall be deemed to be held by the Landlord/Agent as a deposit made by the assigned sublessee and the Landlord/Agent shall have no further liability to return to such security deposit to the assignor.

Tenant has the right to be present at the time of an inspection of the premises to determine if any damage has been

done to the premises if Tenant notifies Landlord of Tenant's intention to move, date of moving and new address, by certified mail postmarked at least fifteen (15) days prior to Tenant's date of moving . This notice shall be in addition to any other notice required by Section 6.16.120, Notice to Vacate, of the *Takoma Park Code*. Upon receipt of Tenant's notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's date of moving

Failure of the Landlord to comply with the Annotated Code of Maryland, Real Property Article, Section 8-203 may result in the Landlord's forfeiture of the right to withhold any portion of the security deposit and may render Landlord liable to the Tenant for a penalty of up to three (3) times the security deposit withheld plus reasonable attorney's fees.

Landlord shall provide Tenant with written documentation of the cost of all repairs made to a rental unit to correct damages caused by the tenant during their tenancy and proof of the completion of such repairs before deducting the cost of such repairs from Tenant's security deposit.

## **POSSESSION**

16. If on the date of this Lease another person is occupying the premises and Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and the rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed.

If the Landlord fails to provide the tenant with possession of the premises at the beginning of the Lease Term, the rent payable under the lease shall abate until possession is delivered. The Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel and rescind the Lease.

On termination of the Lease under this section, the Landlord is liable to the tenant for all money or property given as prepaid rent, deposit, or security.

If the Landlord fails to provide the Tenant with possession of the premises at the beginning of the Lease Term, whether or not the Lease is terminated under this section, the Landlord is liable to the tenant for consequential damages actually suffered by him subsequent to the tenant's giving notice to the Landlord of his inability to enter on the leased premises.

## **ACCEPTANCE OF PREMISES**

17. The Landlord will deliver the leased premises and all common areas in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws and regulations, including Chapter 6.12, Property Maintenance Code, of the *Takoma Park Code* as amended. The Tenant acknowledges that he has examined the leased premises and 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.

## **USES/AUTHORIZED OCCUPANT**

18. The premises will be used solely for residential purposes and be occupied by no more than \_\_\_\_\_ persons, including children. The following persons and no others, except afterborn children, are authorized by Landlord to reside within the premises:

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The Landlord covenants and agrees that Tenant may and shall peaceably and quietly have hold and enjoy the leased premises for the term and period aforesaid subject to the terms and conditions of this Lease.

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws, regulations, and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting his family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, his family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from

Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of other tenant's use of their apartments or common areas.

### **PETS**

19. The Tenant shall not be allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenant further agrees to pay for any and all damages caused by pets to the premises.

Tenant is authorized to have pets [ ] Yes [ ] No

NUMBER (AND TYPE) OF PETS ALLOWED \_\_\_\_\_.

### **MAINTENANCE**

20. (a) Tenant shall keep the premises as clean, sanitary, and safe as the condition of the premises permit, including all equipment and appliances. Tenant shall promptly report any defect to the Landlord/Agent. Landlord/Agent shall itemize all charges for repair of damages to the premises, whether claimed by the Landlord/Agent or by the Tenant, and such charges shall be substantiated upon written request from the Tenant. Any costs incurred for repairs made necessary due to abuse or negligent acts of commission or omission of the Tenant, his family, guests, or pets shall be paid for by the Tenant. Tenant shall not order repairs of any kind without prior approval from the Landlord/Agent. The Landlord can consider the failure of the Tenant to maintain the property in good order as a breach of Lease and may elect to terminate this Lease in .

Tenant shall place all garbage and trash in suitable covered containers and all recycling materials in the appropriate recycling containers. Tenant shall be responsible for damage caused by bursting pipes from failure to turn off water in cold weather, stoppage of water closets, drains, etc.

Tenant shall keep at least \_\_\_\_% of the floor area covered with rugs or carpeting. Tenant's initial \_\_\_\_\_

For single-family rental facilities:

The \_\_\_\_ Landlord or \_\_\_\_ Tenant shall be responsible for maintaining the grounds. Tenant's Initials: \_\_\_\_\_

(b) Landlord shall: (1) keep all areas of the rental facility, grounds, facilities, equipment, and appurtenances in a clean, sanitary, and safe condition; (2) make all repairs and arrangements necessary to put and keep the premises in good condition; (3) maintain order; (4) provide and maintain appropriate receptacles for garbage, trash, recycling and arrange for the frequent removal of such waste; (5) supply water, hot water, and heat as required by Chapter 6.12 (Property Maintenance) of the Takoma Park Code, as amended; and (6) paint the premises at least once every five (5) years.

Landlord further acknowledges his responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the premises and the property of which it is part, including Chapter 6.12 and 6.16 of the *Takoma Park Code*; Chapter 22 "Fire Safety Code" and Chapter 59, "Zoning" of the *Montgomery County Code*, as amended.

### **RULES AND REGULATIONS**

21. Tenant, Tenant's family, guests and employees shall abide by all lawful rules and regulations now in effect and provided to the tenant, as well as those hereinafter made by the Landlord/Agent. A copy of said rules and regulations (if printed) which are now in effect are hereto attached. Receipt of a copy of the rules and regulations is hereby acknowledged.

Tenant's Initials \_\_\_\_\_ Date \_\_\_\_\_

### **UTILITIES**

22. Tenant shall pay all utility bills that are individually metered or charged to the premises as and when the same

shall become due and make all required deposits therefore. Tenant is responsible for the following utilities:

Gas \_\_\_\_\_ Electric \_\_\_\_\_ Water and Sewer \_\_\_\_\_ Telephone \_\_\_\_\_ Cable \_\_\_\_\_  
(Check all that apply. Tenant should initial each checked utility).

The Landlord shall not transfer financial responsibility for any utility or the assign any utility cost to the tenant without written notice to the tenant and a corresponding reduction in the tenant's monthly rent charge in accordance with section 6.16.100 Utilities – Charges to tenant and transfer of utility payments, of the *Takoma Park Code*.

### SMOKE DETECTORS

23. Smoke Detectors shall be installed in the premises at the time of tenant's occupancy of the leased premises. Landlord/Agent certifies to Tenant that said Smoke Detectors have been installed and are in proper working condition in accordance with applicable law 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 in writing any malfunctions in said Smoke Detectors to Landlord/Agent.

### ALTERATIONS

24. Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent. If any locks are changed or added, Tenant must provide Landlord/Agent with key(s) for the new lock within seven calendar days of its installation.

### AIR CONDITIONING

25. Under City of Takoma Park Ordinance No. 2004-36, the Tenant has a right to have air conditioning if air conditioning was available to previous tenants of the premises. The Landlord and Tenant must select one of the following clauses governing the use and provision of air conditioning for the premises and initial the selection:  
(a) \_\_\_\_\_ Air Conditioning is not available for the premises. The Landlord certifies that air conditioning was not available to previous tenants of the premises.

OR

(b) Air Conditioning is available for the premises pursuant to the following terms and conditions: The method of air conditioning is by:

\_\_\_\_ Landlord-owned and maintained window air conditioner(s). Location(s) of AC unit(s):

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_ Tenant-owned and maintained window air conditioner(s). Location(s) of AC unit(s):

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_ Landlord-owned and maintained central air conditioning system.

AND

\_\_\_\_ There is no fee charged for air conditioning.

\_\_\_\_ There is an air conditioning fee of \$ \_\_\_\_\_ charged during May, June, July, August and September for increased electrical usage. (The Landlord may not charge such a fee if the cost of electrical usage associated with the use of air conditioning was previously included in the rent for the premises.)

\_\_\_\_ There is a fee of \$ \_\_\_\_\_ charged for the usage of the air conditioner which is owned by the management. In accordance with Takoma Park Regulations, this fee can be no higher than \$35/month for May through September. (No such fee may be charged if air conditioning was previously provided to the premises at no charge).

\_\_\_\_\_ **Tenant's Initials**      \_\_\_\_\_ **Landlord/Agent's Initials**

#### **VEHICLE PARKING**

26. No motor vehicle trailer or other such vehicle shall be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, if provided, or on the street or as regulated by the building rules and regulations. Landlord/Agent assumes no 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/Agent.

#### **INSURANCE**

27. Tenant will do nothing and permit nothing to be done on or about the premises that will contravene any fire insurance policy covering the same. It shall be the responsibility of the Tenant to obtain an insurance policy that provides public liability coverage and also provides for the protection of Tenant's personal property.

#### **LANDLORD'S NEGLIGENCE**

28. Landlord will be responsible for reimbursing Tenant for damage to the tenant's tangible personal property caused by the negligence of Landlord or Landlord's agents.

#### **SUBLET/ASSIGNMENT**

29. Tenant shall 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 written consent of the Landlord/Agent, which consent shall 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, which charge may not be more than \$50.00 pursuant to Takoma Park regulations governing leasing fees defraying Landlord's actual expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held secondarily liable for any breach of this Lease by subtenant.

#### **HOLD HARMLESS**

30. Tenant shall indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant. Further, Landlord/Agent shall not be liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source except where such loss or damage results from Landlord's negligence, deliberate act, or violation of any applicable law. Landlord will reimburse Tenant for any damages sustained by Tenant due to the negligence or deliberate act of the Landlord, or the Landlord's failure to comply with any applicable law.

#### **JOINT AND SEVERAL LIABILITY**

31. Each Tenant joining herein shall be jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

#### **ENTRY**

##### **32. Routine Entry and Entry for City Property Maintenance Inspections**

Landlord/Agent shall only enter the rental unit to: conduct an inspection, perform routine maintenance, make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed upon services or to show the rental unit to prospective or actual purchasers, prospective tenants, mortgagees, real estate agents, workers or contractors.

Landlord/Agent must provide the Tenant with at least forty-eight (48) hours written notice of the intent and purpose of the proposed entry. The written notice must contain the proposed date(s), approximate time frame(s) and purpose(s) of the proposed entry along with the telephone number and address of the Landlord. If Tenant contacts the Landlord and objects to the proposed entry, Landlord may not enter the rental unit. Tenant shall not unreasonably withhold consent to entry.



#### Entry with less than 48 hours Notice Permitted with Written Consent of the Tenant

If the Landlord desires to enter the rental unit in less than 48 hours for a non emergency purpose, the Landlord shall notify the Tenant in writing of the time, date and purpose of the intended entry, and the telephone number, address, and e-mail address, if available, of the Landlord or managing agent. The Tenant must give written consent to the entry, or the Landlord shall not enter the rental unit. The Tenant has the right to refuse consent to a non emergency entry with less than 48 hours notice.

#### Emergency Entry

In the case of an emergency, Landlord or other person authorized by the Landlord has a right to enter the rental unit without giving prior notice of intent to enter. Landlord shall make a reasonable effort to contact Tenant regarding the emergency and of the intent to enter the rental unit to address the emergency.

#### Report of Entry When Tenant Not Present At Time of Entry

If Tenant is not present at the time of entry into the rental unit, Landlord/Agent shall leave a written report in plain view in the rental unit which contains the following information: date and time of the entry, reason(s) for the entry, names of individual(s) who entered the rental unit, the work performed, time of departure from the rental unit, and the name and telephone number of the Landlord. The report shall advise Tenant that the unauthorized entry into a rental unit is regulated by law and of Tenant's right to contact the Takoma Park Landlord-Tenant Office if the Tenant believes the entry violated the law.

#### Improper Entry or Unreasonable Refusal of Entry

The Landlord or Tenant may file a complaint with the Commission on Landlord-Tenant Affairs (COLTA) if he/she believes that there has been a violation of Section 6.16.110, Improper Entry or Unreasonable Refusal of Entry, of the *Takoma Park Code*, including improper entry and improper refusal of entry. COLTA shall consider whether the violation was intentional and may require the violating party to pay the victim actual damages resulting from the violation and may allow the victim to terminate the tenancy.

#### **SURRENDER**

33. Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall at time of vacating the premises, leave the premises and equipment clean and remove all trash from the premises. Upon vacating the premises, Tenant shall deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating.

#### **DESTRUCTION**

34. If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and this Lease shall remain in full force and effect and the rent shall be equitably abated.

#### **SUBORDINATION**

35. This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the Leased 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 document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request therefor from the Landlord or the lender(s), the Landlord shall have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to pay rent to any subsequent owner of the Property.

#### **ESTOPPEL CERTIFICATE**

36. Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force

and effect as modified, and setting forth such modifications) and the dates to which the rent and other sums payable hereunder have been paid, and (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

#### **MANAGEMENT**

37. These premises shall be managed by \_\_\_\_\_ (Owner) (Agent). The name, title, and phone number of a representative of the Landlord who can be reached at all times in emergency situations is as follows: \_\_\_\_\_

#### **RETALIATORY PRACTICES**

38. No retaliatory action will be taken by the Landlord/Agent against tenant who exercises rights conferred upon him by the Landlord-Tenant Relations Law (Chapter 6.16 of the *Takoma Park Code*) or Maryland Law. Retaliatory actions include eviction, threat of eviction, violation of privacy, harassment, reduction in quality or quantity of repairs, reduction in maintenance or services, unlawful rent increases, failure to return all or part of a security deposit, or any form of threat or coercion.

#### **REQUIRED LICENSES**

39. A copy of any required license and annual rent report for the rental facility, issued by the City of Takoma Park, Maryland can be inspected by Tenant during normal business hours at the Office of the Landlord Tenant Affairs, HCD, City of Takoma Park, 7500 Maple Avenue, Takoma Park, MD 20912; (301)891-7119.

#### **ADDITIONAL PROVISIONS**

40. Further Provisions and Additions

Hereto: \_\_\_\_\_

#### **MISCELLANEOUS**

41. (a) The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.

(b) Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach of this lease and entitle the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

(c) This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any items, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy of this lease was delivered to him at the time the Lease was fully executed.

(d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law or regulation of the state, county, or City of Takoma Park, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the lease did not contain the particular part, term, or provision held to be invalid.

(e) Feminine or neuter pronouns shall be substituted in those of masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

(f) 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 decline, limit or extend the scope or intent of the paragraphs to which they appertain.

**The initial lease shall be signed by both the landlord and the tenant and a copy of the executed lease shall be provided to all parties within 14 calendar days of the effective date of the lease.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

By:

By:

\_\_\_\_\_  
Landlord/Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord/Owner

\_\_\_\_\_  
Tenant

Address and phone number of Landlord/Owner or Landlord/Agent: \_\_\_\_\_

**Addendum (For Rental Housing Constructed Prior to 1978)**

**Address of Property:** \_\_\_\_\_

**Landlord Name:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

***DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS***

**Lead Warning Statement.** Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure poses a particular risk to young children and pregnant women. Before renting pre-1978 housing, landlords must notify the tenant of any known lead-based paint hazards and provide the tenant with the U.S. Environmental Protection Agency (EPA) brochure "Protect Your Family From Lead in Your Home."

**Landlord's Disclosure.**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the rental housing

(explain) \_\_\_\_\_

\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the rental housing.

(b) Records and reports available to the landlord (check one below):

\_\_\_\_ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents:

\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**FOR RENTAL HOUSING CONSTRUCTED PRIOR TO 1950 (Landlord must complete).**

\_\_\_\_(c) The rental housing is an “affected property” under lead risk reduction provisions (*Annotated Code of Maryland*, Environment Article, Title 6, Subtitle 8).

\_\_\_\_(d) The rental housing is not an affected property because (give reason—*e.g.*, constructed after 1949, the housing has been certified to be lead-free by the Maryland Department of the Environment, etc.):\_\_\_\_\_

\_\_\_\_(e) If the rental housing is an affected property, then the rental property has been registered with the Maryland Department of the Environment and the renewal is current for this year. The tracking number/registration number is \_\_\_\_\_.

\_\_\_\_(f) If the rental housing is an affected property and the current tenant moved in on or after 2/24/1996, then the Lead Inspection Certificate Number for the current tenancy (as required by *Annotated Code of Maryland*, Environment Article, §6-815(a)) is \_\_\_\_\_ and a copy of the Lead Paint Risk Reduction Inspection Certificate has been provided to the tenant.

\_\_\_\_(g) If the rental housing is an affected property, then the tenant has been provided with the EPA brochure “Protect Your Family From Lead in Your Home” and the Maryland Department of the Environment pamphlet “Lead Poisoning Prevention, Notice of Tenants’ Rights.”

**Tenant’s Acknowledgment (initial).**

\_\_\_\_(h) Tenant has received copies of all information listed above.

\_\_\_\_(i) Tenant has received the EPA brochure “Protect Your Family From Lead in Your Home.”

\_\_\_\_(j) Tenant has received the Maryland Department of the Environment pamphlet “Lead Poisoning Prevention, Notice of Tenants’ Rights.”

**Certification of Accuracy:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

Landlord:\_\_\_\_\_ Date:\_\_\_\_\_ Tenant:\_\_\_\_\_ Date:\_\_\_\_\_

Landlord:\_\_\_\_\_ Date:\_\_\_\_\_ Tenant:\_\_\_\_\_ Date:\_\_\_\_\_