

Lease Agreement

LESSOR AND LESSEE

THIS AGREEMENT, made this day of, 19, by and between party of the first part, herein called the Lessor; and party of the second part, herein called Lessee.

WITNESSETH:

That in consideration of the representations made in the application filed by the Lessee and with Lessor, and the rent herein reserved, and of the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, Apartment No., in the building known as, located at in the District of Columbia, to be occupied as a private dwelling and not otherwise.

For a term of months, commencing for the same on the day of, 19, and ending the day of, 19

For the total rental of Dollars (\$), payable in equal monthly installments of Dollars (\$), in advance, without deduction or demand, on the first day of each month during said term, at the office of the Lessor, or at such other place designated by the Lessor, the first payment of Dollars (\$), to be made upon the execution hereof covering rent in advance for the first month of said term.

IT IS UNDERSTOOD AND AGREED that Tenant is taking possession of premises on and is to pay the sum of Dollars (\$), as rent from that date through Thereafter rent in the amount of Dollars (\$), will be due and payable on the FIRST day of each month, commencing 19

IT IS FURTHER UNDERSTOOD AND AGREED that the Tenant will deposit with the Landlord the sum of \$ (\$), to be held by the Landlord as a Security Deposit and which, at the termination of the tenancy hereunder, for whatever cause, Landlord may retain and apply as required, as full or partial payment for the damage to the demised premises other than such as may be caused by ordinary wear and tear, damage by fire or other casualties not occurring through the negligence of the tenant, his/her agents or servants; the portion of said Security Deposit not so retained and applied to be refunded to the Tenant, within a reasonable time after Tenant has quit possession of the premises. In the event this lease shall, for any reason, be terminated prior to the expiration date set forth herein, the Security Deposit aforesaid may be retained by the Landlord as liquidated damages for said premature termination, without regard to diminution of Landlord's rights regarding any other obligations of Tenant hereunder.

IT IS FURTHER COVENANTED AND AGREED BETWEEN THE LESSOR & LESSEE AS FOLLOWS:

LESSEE ACKNOWLEDGES GOOD CONDITION OF PREMISES 1. The Lessee hereby acknowledges the good condition of the herein leased 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; and he agrees that no representation as to the condition of the premises has been made and no promise made to decorate, alter, repair or improve the premises unless otherwise specified in writing.

POSSESSION 2. The Lessor shall not be liable for failure to deliver possession of the leased premises at the time stipulated herein as the date of the commencement of the tenancy, nor shall such failure excuse the Lessee's obligation hereunder, except that in the event of delay, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this Lease to the day possession is tendered to the Lessee.

DAMAGES TO PREMISES, ETC. 3. The Lessee shall make suitable repairs to the leased premises and fixtures belonging thereto whenever they have been damaged by misuse or neglect of the Lessee, his family, servants or visitors, and if landlord makes said repairs, tenant agrees to pay the cost of same upon presentation of bill, and at the termination of his tenancy, he shall deliver up the leased premises in the like good order in which they now are, ordinary wear and tear and casualties by fire and the elements only excepted. The Lessee shall give the Lessor prompt notice of any defects in or accidents

to the water or steam pipes, electric wiring, heating apparatus, or any other part of said leased premises, in order that the same may be repaired with due diligence, but it is mutually agreed between the parties hereto that the landlord shall not be liable for any damage of whatsoever kind, or by whomsoever caused, to person or property of the tenant or to anyone on or about the premises by consent of the tenant, however caused and whether due in whole or in part to acts of negligence on the part of the landlord, his agents, servants, or employees, whether such acts be active or passive, and the tenant agrees to hold the landlord harmless against all such damage claims.

USE AND OCCUPANCY RESTRICTIONS ON SUBLITTING, ETC. 4. The Lessee shall personally use and occupy the leased premises solely as a private dwelling for himself and his immediate family (unless said Application provides otherwise); and shall not sublet or rent the leased premises or any part thereof, or suffer or permit the leased premises or any part thereof to be used by any additional occupant, and shall not transfer or assign this Lease, or take any action in connection with any of the same, without the prior written consent of the Lessor. Lessee agrees that the number of occupants is not to exceed the number shown on the application; failure to comply with this limitation shall constitute a breach of covenant by the Lessee mentioned herein. In the event the Lessee is adjudicated bankrupt, or makes an assignment for the benefit of creditors, this agreement, at the option of the Lessor, shall forthwith cease and determine, and said premises shall be surrendered to the Lessor who hereby reserves the right in either of said events forthwith to re-enter and re-possess said premises.

PERSONAL PROPERTY RISK 5. All personal property placed in the leased premises, storage room, or in any other portion of said building or any place appurtenant thereto, shall be at the sole risk of the Lessee or the parties owning the same, and the Lessor shall in no event be liable for the loss, destruction, theft or damage to such property. It is further agreed by Lessee that the Lessor's liability, if any, shall not exceed \$50.00 for all personal property in or about the leased premises.

RULES AND REGULATIONS 6. The Lessee shall comply with the rules and regulations herein set forth governing the building, and shall consult and comply with such other rules and regulations and any alterations or changes in the rules and regulations which the Lessor in its discretion hereafter shall and may adopt for the said building.

STORAGE GARAGE, ETC. 7. The Lessee, at his sole risk, and without any liability or responsibility on the part of the Lessor, may use reasonable space, if available, without charge therefore, in the storerooms provided by the Lessor as an accommodation to the Lessee for the storage of trunks and suitcases, provided, however, that the same shall be kept closed, locked, and shall have appropriate handles thereon, to facilitate ready handling thereof, and provided further, that Lessor's liability, if any, for any loss or any damage to any or all such trunks, suitcases or personal property and their contents shall not exceed and shall be limited to the sum of Fifteen (\$15) Dollars with respect to the total loss or damage sustained by Lessee, and provided that Lessor may discontinue same at any time without liability to Lessee, who agrees to remove all property stored therein on demand of Lessor, failing which Lessor may remove same or cause same to be removed to a public warehouse at the cost, and risk of Lessee. If any employee of the Lessor shall, at the request of the Lessee or members of his household, move, handle or store any such articles in said store rooms or remove any of the same therefrom, or handle, move, park or drive any automobile placed on the parking lot, then and in every such case, such employee shall be deemed the agent of the Lessee; and the Lessor shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Any personal property which may be left in any automobile while it is on the lot, shall be at the sole risk of the Lessee or the parties owning the same, and the Lessor shall in no event be liable for the loss, destruction, theft of or damage to such property. No washing or repairing of automobiles will be permitted or allowed on the parking areas or any other area belonging to the Lessor. The parking lot is for automobiles with current license plates only. All other vehicles, motor driven or not, boats, etc., will be removed at owner's risk and expense.

SWIMMING POOL, PLAYGROUND, ETC. 8. All persons using the recreational facilities do so at their own risk and sole responsibility. The Lessor or Management does not assume responsibility for any accident or injury in connection with such use. The tenant covenants and agrees with the Lessor for and in consideration of the use of these facilities and other good and valuable consideration to make no claim against the Lessor, or his servants, agents or employees for or on account of any loss or damage of life, limb, or property sustained. The tenant agrees to save harmless the Lessor from any and all liabilities and action of whatsoever nature by any guest or guests of the Lessee growing out of the use of the swimming pool, or other facilities. The Lessor shall not be liable for failure to operate the pool and reserves the right to close this facility at anytime at his sole discretion.

HEAT, WATER, ETC. 9. The Lessor shall furnish the Lessee only in the pipes and faucets provided for such purposes hot and cold water, during the term of this Lease, and in the radiators a reasonable amount of heat at all reasonable hours, if the weather and outside temperature require it, except when prevented by strike, accident, or other cause beyond the control of the Lessor, and except during the repairing of the apparatus provided in the building for furnishing of such heat or water. The Lessor shall not be liable for any injury or damage whatsoever which may arise or accrue, either from his furnishing or his failure to furnish hot and cold water, or heat, or air conditioning, regardless of the cause, or on account of any defect in the building or premises.

GAS AND ELECTRICITY 10. The Lessee shall exercise due diligence in conserving both gas and electricity and shall turn off all lights when not in use. The Lessor reserves the right from time to time to make a check on the amount of current used, and if it is found that the Lessee is abusing the privilege in the use of said current, the Lessor reserves the right to make a charge for such abuse. Lessee is not to have the right or privilege of installing any additional gas or electric apparatus without the written consent of the Lessor first had and obtained, and in the event written consent is given by Lessor, the Lessee agrees to pay the Lessor \$5.00 per month where gas and electricity is used for heating purposes and \$5.00 per month for each additional air-conditioning unit, deep freeze unit or refrigerator installed by Lessee and used in the leased premises.

ELECTRIC LIGHT BULBS 11. The Lessor shall furnish electric light bulbs in the fixtures installed by the Lessor at the time the Lessee takes possession of the leased premises, but not thereafter.

REFRIGERATION 12. The Lessor will furnish and maintain in operation in the leased premises such refrigerator as the Lessor shall deem suitable and appropriate, but shall not be liable for any damages which may be caused, directly or indirectly, in furnishing or maintaining the same, or by failure to maintain the same in operation. Lessee agrees that if any member of his household, his servants, guests or visitors shall cause damage to refrigerator of Lessor, Lessee agrees to pay cost of repairing the damage or replacing the refrigerator.

LAUNDRY 13. The Lessee shall not install or use a washing machine in the leased premises but shall be entitled, upon payment of the meter charges to the use of the equipment located in said building, to use the laundry facilities afforded by the Lessor, in such manner and during such times as may be determined by the Lessor.

TRASH AND GARBAGE 14. No trash or trash cans or garbage or garbage receptacles will be permitted in the hallways at any time. The Lessor maintains a trash room in the building in which the leased premises are located; and the Lessee must take his trash and garbage and deposit the same in the trash room provided. The Lessor shall have the right to impound any trash can or garbage receptacle which is placed in the hallways of the building in violation of this paragraph.

UNLAWFUL USE, DISTURBING NOISES, ETC. 15. The Lessee shall not use, or permit to be used, the leased premises for any unlawful purpose, or do or permit any unlawful act in or upon the leased premises. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or convenience of other tenants. The Lessee shall not play or suffer to be played any musical instrument, radio or television in the leased premises before eight o'clock a.m. or after eleven o'clock p.m.; Lessee shall keep the volume of any radio, T.V. or musical instrument in his apartment, sufficiently reduced at all times so as not to disturb other tenants in the building; and shall not conduct or permit to be conducted vocal or instrumental practice or instruction. In order to eliminate any noise caused or occasioned by walking on the hardwood floors in the leased premises, the Lessee shall install the necessary carpeting or rug which will eliminate all such noises.

- ENTRANCE DOORS** 16. The Lessee shall keep or caused to be kept all doors leading from and into said leased premises into the hallways of said building, closed at all times and the Lessor reserves the right to close all such doors in the event of the violation of this provision.
- PAINTING AND ALTERATIONS** 17. The Lessee shall not paint or permit the painting of any portion of the leased premises, or erect or cause to be erected any structure in, about, or upon the leased premises, or permit or make any structural alterations or changes in and about the said leased premises, without the prior written consent of the Lessor.
- USE OF WINDOWS, DUSTING, DEFACING PROPERTY, ETC.** 18. The Lessee shall not suffer or permit anything to be kept on the window sills in the leased premises, shall not permit anything to be thrown out of the windows of the leased premises, or down the courts or light shafts of said building, or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the leased premises; and shall not permit anything to be placed in or hung from the outside of said windows. The Lessee shall not drive or permit to be driven any picture or other nails into the walls or woodwork of the leased premises, or in any manner deface or injure the floors, walls, woodwork or windows of the leased premises or place any sign, advertisement or notice of any kind in or upon the leased premises, without the prior written consent of Lessor.
- PETS** 19. No animals, birds, or pets of any kind shall be permitted, kept or harbored in the leased premises.
- LOCKS AND KEYS** 20. No additional locks shall be placed upon any doors of the premises. Upon the termination of this Lease, the Lessee shall surrender to the Lessor all keys to the premises.
- AWNINGS, SHADES, RADIO AERIALS, ETC.** 21. No awnings or other projections except such as are installed by the Lessor shall be attached to the outside or other parts of the building, and, no blinds, shades, screens, attachments, or contrivances of any kind shall be attached to, hung in, or used in connection with, any window or door of the leased premises, nor shall the Lessee install or use any radio aerial or television aerial other than the central television aerial installed in the leased premises by the Lessor, without the prior written consent of the Lessor. Lessee agrees to have television connected by an electronics service approved by the Lessor or in a manner approved by the Lessor so as to avoid damage to the Master T.V. Aerial or sets of other residents. Under no circumstances shall any air-conditioning apparatus, television aerials, or radio aerials be installed by the Lessee either upon the interior or exterior of said building.
- PLUMBING FIXTURES** 22. The water-closets and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. **THE COST OF REPAIRING ANY DAMAGE RESULTING FROM MISUSE OF ANY OF THE SAME SHALL BE BORNE BY THE LESSEE, OF THE DAMAGED PREMISES.**
- FIRE HAZARDS** 23. The Lessee shall not permit any act or thing deemed extra hazardous by Lessor on account of fire or that will increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind or other cause beyond the control of the Lessor, unless the same shall occur for any reason for which the Lessee is responsible, then the premises shall be repaired within a reasonable time at the expense of the Lessor, and in case the damage be so extensive as to render the premises untenable, the rent shall cease until such time as the premises shall be put in complete repair; in case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and from thenceforth this Lease shall cease and come to an end.
- BABY CARRIAGES, BICYCLES, ETC.** 24. No baby carriages, velocipedes, bicycles or other articles of personal property shall be deposited, allowed or permitted at the entrance of the buildings, or to stand in the halls, passageways, areas, courts, sidewalks, or lawns of the building. All such articles will be impounded and a charge will be made for their return.
- LOITERING, ETC.** 25. The Lessee shall not permit or allow any servant, employee, or his children, or any of his guests or invitees to loiter or play on the lawns, corridors, landings or on the stairs of said property.
- SERVANTS** 26. **THE SERVANTS AND EMPLOYEES OF THE LESSEE, EXCEPT PERSONAL SERVANTS ACCOMPANYING MEMBERS OF THE FAMILY OF THE LESSEE, MUST USE THE SERVICE ENTRANCE AND SERVICE ELEVATOR.**
- LIEN FOR RENT, ETC.** 27. The Lessor shall have a lien upon all the personal property of the Lessee moved in and located upon the leased premises or in the aforesaid building, as and for security for the rent herein provided to be paid; and such installments of rent as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be in and upon said leased premises or in and upon the building, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the said rent reserved and the Lessee shall not remove or attempt to remove, any personal property so moved into said leased premises or the aforesaid building, while there yet shall remain due and owing any portion of the rent reserved by this Lease and should said Lessee attempt to remove such property, the Lessor is hereby empowered to seize and detain the same until said Lessor shall be fully paid for such rent as shall then be, or thereafter becomes due under the terms of this Lease.
- REMOVAL FOR OBJECTIONABLE CONDUCT** 28. If the Lessor shall at any time deem the tenancy of the Lessee undesirable by reason of objectionable or improper conduct on the part of the Lessee, the occupants of the apartment hereby leased, or visitors thereto, or by reason of conduct or actions of the persons aforesaid, or any of them, causing annoyance to other tenants in said building, then the Lessor shall have the right to terminate this Lease by giving the Lessee personally, or by leaving at the leased premises, a five days' written notice to quit and vacate the same, and the term of this Lease shall terminate upon the expiration of the time therein mentioned, and the Lessor shall thereupon be entitled to the immediate possession of said leased premises and may take possession thereof without legal process, or may avail itself of any remedy provided by law for the restitution of possession and without any further and other notice to quit, the lessee hereby waiving any and all service of any notice to quit upon him.
- ABANDONMENT** 29. If the Lessee shall abandon the leased premises, or quit and vacate the leased premises, voluntarily or involuntarily, the same may be relet by the Lessor for such rent and upon such terms as the Lessor in his discretion may deem reasonable and advantageous; and in the event of such reletting, the Lessee shall be and remain liable for any deficiency in rent, any expenses incident to such reletting, and as well any damages which the Lessor may have sustained by virtue of the Lessee's use and occupation of the leased premises.
- ACCESS BY LESSOR** 30. The Lessor shall retain duplicate keys to all of the doors of the leased premises, and the Lessor, or its agent, shall have access to the leased premises, at all reasonable hours, in order to inspect the same, or to make necessary repairs, either in the leased premises or in said building. **THE LESSOR SHALL HAVE THE RIGHT, DURING THE LAST THIRTY DAYS OF THE TERM HEREBY CREATED, TO SHOW THE LEASED PREMISES TO PROSPECTIVE TENANTS;** and during the last ten days of said term shall have free access to the leased premises in order to make repairs or redecorate the same for the incoming tenant, should it deem this action necessary.
- HOLDING OVER TENANCY BY MONTH** 31. Should Lessee continue in possession after the end of the term herein created with permission of the Lessor, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than thirty (30) days written notice from the first day of the month in which the vacancy is to occur. In so continuing the Lessor reserves the right to renegotiate new terms and conditions pertaining to the rent at any time, and the Lessee covenants and agrees to keep and fulfill all other conditions and agreements herein and in case of default in payment of rent, or breach of any of the said conditions and agreements, hereby waives his right of any Notice to Quit. Lessee shall be obligated to give Lessor not less than thirty (30) days written notice of intent to vacate leased premises on date of expiration of term hereof.

SERVICE CHARGES 32. If rent and or any charges, payments, expenses or costs herein reserved, included, or agreed to be paid by Lessee shall remain unpaid on any day when the same ought to be paid, and if Lessor shall elect to waive such default, Lessor, at its option, may make a service charge for the purpose of defraying the expenses incident to handling delinquent payments in an amount of five percent (5%) of the delinquent rent and charges, payments, expenses or costs for each month or part thereof during which said rent and/or charges, payments, expenses or costs remain delinquent, or a minimum charge of Five Dollars (\$5.00), whichever of the two shall be the greater, provided that the delinquent payment and service charge provided for herein shall be received in the office of the agent after the 10th, but on or prior to the 15th of the month in which such payment became due. In the event that said delinquent payment and service charge are not received in the office of the agent by the 15th of the month, the Lessor may make an additional service charge equal to the aforesaid service charge, provided for herein shall have been paid in the office of the agent on or before the last day of the month in which such delinquent payment became due; otherwise, the waiver of default shall be revoked and the Lessor shall, at its option, be entitled to pursue any remedy it may have under this lease or otherwise, it being expressly provided that any such waiver shall be governed by the provisions of paragraph entitled Waiving of One Breach Not a General Waiver.

ACTION BY LANDLORD UPON DEFAULT 33. Should the Lessee at any time during the continuance of his occupancy of the leased premises fail to pay any one of the monthly installments of rent reserved as aforesaid when and as the same shall respectively become due and payable, although no demand may have been made for the same, or should the Lessee violate any one of the agreements, terms or conditions of this Lease, or any rules and regulations herein, or hereafter adopted by the Lessor for the building, the Lessor shall have the right and option to re-enter and take possession of the leased premises forthwith, without process, or by legal process from the Court having jurisdiction in the premises and without any previous demand for possession or notice, the said Lessee hereby expressly waiving all right to claim thirty days' or other notice to quit or remove from said premises.

ATTORNEY'S FEES 34. In the event of the employment of an attorney by the Lessor because of the violation of any term or provision of the Lease the Lessee agrees to pay such attorney's fee.

WAIVING OF ONE BREACH NOT A GENERAL WAIVER 35. No waiver of any breach of the covenants, provision or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

REPRESENTATIONS IN APPLICATION 36. The Lessor tenders this Lease to the Lessee and the Lessee accepts the same on the basis of the representations contained in the aforesaid Application submitted to the Lessor by the Lessee and made a part of this Lease, for the purpose of inducing the Lessor to execute the lease agreement with the Lessee; and in the event that any of the representations contained in the aforesaid Application shall be found by the Lessor to be misleading, incorrect or untrue, the Lessor shall have the right to forthwith cancel this Lease and to repossess the leased premises.

CONTEXT OF AGREEMENT 37. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender.

LEASE BINDING ON HEIRS, ETC. 38. This Lease and all covenants, conditions, terms, and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of the Lessor and the heirs, executors, administrators, and to the extent herein permitted, on the assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person thereunto duly authorized and their respective seals to be hereunto affixed, the day and year first hereinabove written.

Witnesses: _____ By _____ (SEAL)
 _____ Lessor
 _____ (SEAL)
 _____ Lessee
 _____ (SEAL)
 _____ Lessee

TO

PREPARE

Commencing _____

Term _____

Rent \$ _____ Per Month

Premises _____