

**THE BRANDYWINE APARTMENTS**  
**RESIDENTIAL LEASE AGREEMENT**

THIS RESIDENTIAL LEASE AGREEMENT (hereafter "Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The Markswright Company, Inc. (agent for the owner of the improved real property described below), which owner is referred to herein as the "Landlord" and \_\_\_\_\_ jointly and severally, individually and/or collectively referred to herein as the "Tenant."

**APARTMENT, LEASE TERM AND RENT PAYMENT**

1.1 The Landlord, in reliance upon the representations made in the Tenant's application and in consideration of the covenants and promises set forth herein, hereby rents to the Tenant the apartment unit known as Apartment No. \_\_\_\_\_, The Brandywine, 4545 Connecticut Avenue, N.W., Washington, D.C., 20008 (hereafter the "Leased Premises") in the District of Columbia.

1.2 The Leased Premises is to be occupied as a private dwelling and not otherwise. The term of the lease shall be for a period of \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_. The total rental amount payable by the Tenant during the term of the Lease shall be ~~\$\$\$\$\$~~ 00/100 Dollars (~~\$\$\$\$\$.00~~), payable in equal monthly rent payments of ~~\$\$\$\$\$~~ and 00/100 Dollars (\$\_\_\_\_\_.00) each, which amount shall be due and payable, in advance, on the first day of each and every month, without notice, demand, deduction, abatement, setoff or counterclaim.

1.3 The Tenant tenders with this Lease a Common Area and Amenity Charge in the

amount of **Five hundred and 00/100** Dollars (**\$500.00**), the receipt of which is hereby acknowledged by the Landlord. Tenant acknowledges that the Common Area and Amenity Charge is a non-refundable charge payable to the Landlord to compensate it for the normal wear and tear caused by tenants on the common areas, amenities, systems and other components of the Brandywine Apartments outside of the specific unit referenced in Paragraph 1.1 herein. Nothing herein waives or modifies the Tenants' obligations under this Lease, including, without limitation, Tenant's liability for damages to the Leased Premises.

1.4 Unless the Tenant is notified to the contrary by the Landlord, all rental payment shall be made to payable to "Brandywine Apartments of Maryland, LLC" at the management office at the Brandywine Apartments or in the mail drop slot at the front desk of the Brandywine Apartments. All payments made under this Lease shall be by check or money order. The Landlord will not accept cash payments.

1.5 Tenant hereby waives any notice to cure or quit and/or vacate this apartment and specifically authorizes Landlord to proceed to file suit in Court without providing notice to cure or quit and/or vacate.

#### MOVE-IN FEE

2. The Tenant tenders with this Lease a Move-In Charge in the amount of **Zero** (**\$0.00**), the receipt of which is hereby acknowledged by the Landlord. Tenant acknowledges that the Move-In Charge is a non-refundable charge payable to the Landlord to compensate Landlord for the additional administrative cost, wear and tear and excess trash removal cost caused by moving into and out of the Brandywine Apartments.

Nothing herein waives or modifies the Tenants' obligations under this Lease, including,

without limitation, Tenant's liability for damages to the Leased Premises.

### CONDITION OF PREMISES

3. Tenant acknowledges that he/she has examined the apartment and that it is, as of the date of this Lease, in good order and repair, and is in a safe, clean and habitable condition. Unless otherwise specified in writing in this Lease, no representation or warranty has been made by Landlord that the apartment will be decorated, painted, altered or improved. Tenant agrees to notify Landlord within five (5) days of occupancy of any damages or defects existing prior to and at the time of occupancy, by completing the resident check-in list, the receipt of which is hereby acknowledged by the Tenant. Failure of Tenant to timely return the check-in list shall be deemed Tenant's agreement and representation to Landlord that no damages or defects exist.

### POSSESSION

4. The Landlord is not liable for any damages whatsoever if, through no fault of Landlord, it fails to deliver possession of the apartment to Tenant at the beginning of the term of this Lease; and in such event the term of this Lease shall commence upon the date Landlord tenders possession of the apartment to Tenant.

### DAMAGES TO PREMISES

5.1 Tenant must promptly report to Landlord any damage to or defect in the plumbing, wiring, heating or air-conditioning, any appliance, including smoke detectors, or any other portion of Tenant's apartment, so that Landlord may repair the damage or defect. Unless there is an emergency, all notices must be in writing and must specify the repairs required. In the

case of an emergency, Tenant may give Landlord oral notice of the problem or defect. Emergency means any condition or defect which immediately impairs either the health or safety of Tenant, his/her family, or other tenants. Within twenty-four (24) hours of any emergency notification, Tenant must provide written confirmation of Tenant's oral notice to Landlord. If any defect or problem is not corrected, or recurs, Tenant must immediately notify Landlord in writing of the need for additional corrective measures. Tenant expressly understands that Landlord is not liable for any defects or problems in the apartment, which would otherwise be Landlord's responsibility, unless Tenant gives Landlord notification of the necessity for such repair in the manner provided for herein, and provides Landlord access to the apartment to make repairs during normal working hours.

5.2 All repair notices shall be given to Landlord at the onsite management office. In the case of emergencies, Tenant must confirm in writing any oral notification for repairs given to Landlord within twenty-four (24) hours of such oral notification.

5.3 When any act or omission of Tenant, or his/her family, visitors, guests, invitees or employees, causes damage to any part of the apartment or the apartment community, Tenant shall promptly pay all expenses incurred by Landlord to correct such damages upon presentation of a bill from Landlord itemizing the costs involved. All such amounts shall be considered additional rent due on the first of the month following Tenant's receipt of the bill.

5.4 Tenant may not make repairs or alterations to the apartment without Landlord's prior written consent. Upon termination of the tenancy, unless otherwise agreed to in writing by Landlord, Tenant is required to leave the apartment in the same condition as it was at the beginning of the term, except for ordinary wear and tear, and casualties from water, fire or the elements which are not caused by Tenant, his/her family, visitors, guest, invitees or employees.

However, to the extent a condition not caused by the Tenant becomes worse, more serious, or requires a more expensive repair by virtue of the Tenant's non-compliance with Paragraphs 5.1 or 5.2, Tenant shall be liable for the full amount of the repair or replacement costs associated with said condition. In the event that alterations are allowed by the Landlord, Tenant agrees to execute an Apartment Alteration Lease Addendum in the form provided by Landlord.

#### OCCUPANCY AND USE

6.1 Tenant agrees the apartment is to be used and occupied solely as a private dwelling by Tenant and only those persons named above. Occupancy by more than those persons so named without the prior written approval of Landlord, except for occasional guests, will constitute a material breach of this Lease. If Tenant fails to cure said breach within the time specified in a written notice from Landlord, this Lease will terminate on the date specified in the notice but not less than thirty (30) days from the date of service of such notice. "Occasional Guest" as used in this paragraph, means any person, who temporarily occupies the apartment for not more than fifteen (15) consecutive days or 60 non-consecutive days per year.

6.2 The Tenant agrees that he/she will not conduct or permit the practice of any trade, business, occupation or profession in or from the apartment and that the apartment will not be used for any unlawful purpose. While the Tenant may have a home office or from time to time work from the apartment, Tenant may not use the apartment as his principal place of business.

#### RESTRICTIONS ON SUBLETTING

7. The Tenant shall not sublet the apartment (or any part thereof) or transfer or assign any interest in this Lease. Landlord's acceptance of rent from persons other than Tenant

will not be deemed to be consent to an assignment of the Lease or subletting of the apartment, nor will it create a landlord/tenant relationship between Landlord and such other persons, but rather, the apartment will remain subject to the tenancy created by this Lease until properly terminated. Assignment of the Lease or subletting of the apartment without Landlord's prior written consent is a material breach of this Lease.

#### BANKRUPTCY

8. This Lease will terminate, at the option of the Landlord: (i) if any proceedings under the United States Bankruptcy Code (or applicable state statutory scheme) are commenced by or against Tenant (and, if against Tenant, are not dismissed within thirty (30) days of filing); (ii) if Tenant becomes insolvent, as defined in the Bankruptcy Code, or under any state-or local insolvency laws; (iii) if Tenant makes an assignment for the benefit of creditors; or (iv) if a receiver is appointed for Tenant's property or assets or any portion thereof, provided however that that the operation of this section may be prevented by the provisions of the Bankruptcy Code.

#### DEATH, INCAPACITATION OR LEGAL DISABILITY OF TENANT

9.1 Upon the death of Tenant (or any one or more persons comprising Tenant hereunder), the Lease shall automatically terminate. It is understood and agreed that no interest in the Lease, the leasehold estate created hereby or the apartment will pass to Tenant's heirs, administrators or assigns by will, intestacy, gift or grant. If the Lease is terminated by virtue of Tenant's death, the termination of the Lease shall not relieve Tenant's estate from responsibility for payment of Tenant's outstanding obligations under the Lease, nor for the payment for the use

and occupancy of the apartment during the administration of the estate until the apartment is actually vacated by all occupants, guests or invitees, including any remaining persons identified as Tenant herein.

9.2 In the event Tenant (or any one or more of the persons comprising Tenant hereunder) becomes legally incapacitated, and such Tenant's estate, guardian *ad litem* or committee fails to perform the terms and conditions of this Lease, the Lease shall terminate upon thirty (30) days written notice from Landlord. Notice shall be sent to Tenant and Tenant's guardian *ad litem* or committee, as applicable. In the event no guardian *ad litem* or committee has been appointed, then service of any notice hereunder may be served upon Tenant's next of kin or emergency contact as set forth in rental application and/or such other notification by Tenant regarding such designation. To the extent Landlord compensates or incurs any cost with respect to any guardian *ad litem* or other personal representative, Tenant (or Tenant's estate) agrees to promptly pay all such fees, costs and expenses incurred by Landlord upon presentation by Landlord of an invoice itemizing the costs incurred. All charges and other costs to be paid by Tenant hereunder shall be considered additional rent due on the first of the month following Tenant's receipt of the bill.

## STORAGE

10. If Landlord furnishes storage space for which no charge is made, it is expressly understood that such storage space will (a) be non-exclusive, (b) not create a bailor/bailee relationship between Landlord and Tenant and (c) may be discontinued or changed by Landlord at any time. Landlord may impose a reasonable charge for the use of such storage space at any time. The storage space shall only be used for storage of personal items, trunks, suitcases, and

tires only. All personal items, trunks and suitcases must be kept closed and locked, and must have appropriate identification and handles. Tenant agrees to immediately remove all stored property from such gratuitously furnished storage space upon demand by Landlord. All property shall be stored at Tenant's sole risk, except for any damage due to the negligence or willful misconduct of Landlord. If Tenant fails to immediately remove stored property after demand by Landlord, Landlord may remove the property from the storage area and dispose of it without liability to Tenant. Tenant understands that if Landlord provides assigned or reserved storage space for which a charge is made, such assigned or reserved non-gratuitous storage space will not be furnished to Tenant unless there is a separate agreement in writing between Landlord and Tenant. Storage space, if offered, is available on a first-come basis. Tenant must abide by the storage room hours designated by Landlord. Tenant may store such items as Tenant deems advisable in the non-gratuitous storage space as designated by Landlord provided such items are not hazardous or otherwise in violation of other provisions of this Lease. Storage of flammable, explosive, illegal, contraband or otherwise dangerous materials is strictly prohibited. In the event any payment due from Tenant to Landlord for non-gratuitous storage space is not made when due, Landlord shall have the right to remove Tenant's property from the storage space without any liability to Tenant for claims of damage or loss and/or deem such failure a material breach of this Lease.

## PARKING

11.1 Landlord provides assigned parking spaces. Landlord will assign spaces to Tenant and provide Tenant with a parking decal and mechanism for access to the property's parking facilities. Landlord reserves the right to make rules for the use of all parking spaces; to

place limitations upon use of parking spaces at any time after the beginning of the term of this Lease; to institute a reasonable charge for such use at any time after the beginning of the term; and to make changes in the rules and charges from time to time. Tenant understands that garage accommodations or reserved parking spaces are optional facilities and may not be included in the apartment rent. Garage accommodations or reserved parking spaces may not be furnished to Tenant unless a separate agreement in writing is made between Landlord and Tenant. No representation is made that sufficient garage or parking space is available for all tenants, or that the present number of parking spaces will always be available. In the event any payment due from Tenant to Landlord for any garage accommodations or reserved parking is not made when due, Landlord shall have the right to remove Tenant's vehicle from the apartment project without liability to Tenant for claims of damage or loss and/or deem such failure a material default of the Lease. Tenant acknowledges receipt of a parking decal, means of access to the parking facility and agrees to execute a Parking License Agreement in the form provided by the Landlord.

11.2 Tenant, Tenant's family, agents, employees, guests and invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated parking areas is prohibited. No boats, trailers, large trucks (defined as having more than four (4) wheels), buses, or commercial vehicles will be permitted on the parking lots, driveways or garages without the prior written permission of Landlord, which permission may be withheld in the sole discretion of Landlord. Motorcycles must be parked in areas designated for motorcycles. No motorized mini-bikes, scooters or go-karts may be kept, stored or operated in any apartment or on any part of the apartment project. Parking and/or driving on grass or the placement of any type vehicle on a patio or balcony are prohibited. The parking areas are for use only by properly registered, functioning and authorized motor

vehicles. Additional rules and regulations governing the apartment project shall determine Tenant's parking privileges. To the extent Tenant's vehicle is not properly registered and/or licensed, or generally appears to be in an inoperable condition, Landlord will provide ten (10) days written notice to the Tenant of such violation(s). Tenant shall and does hereby appoint Landlord as their agent to remove the vehicle. Non-compliance with the rules and regulations respecting parking shall entitle Landlord to have the vehicle towed at the vehicle owner's risk and expense. The repair, washing and/or testing of motor vehicles and/or their engines anywhere on or about the apartment project is strictly prohibited unless Landlord designates a specific location or area for such activities. Tenant agrees to remove his/her vehicles from the parking areas or garage promptly upon the expiration or termination of this Lease. The parking of vehicles in violation of the terms of this Lease, requiring the vehicle to be towed, will constitute a willful noncompliance by Tenant with the terms of this Lease and a material default hereunder. Under any circumstances, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Tenant acknowledges that the vehicle may be towed immediately and without notice.

11.3 Tenant hereby irrevocably constitutes and appoints Landlord as his/her attorney in fact to remove any vehicle parked in violation of this Lease and to store the vehicle, at the cost and expense of Tenant, in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. If Landlord uses the services of a private tow operator to remove the vehicle or relocate Tenant's vehicle on the apartment complex, Tenant agrees to pay the fee associated with the relocation of the vehicle within 10 days of presentation of a bill and any bill remaining unpaid on the first day of the following month shall constitute unpaid rent. To the extent a private towing company is

requested to ensure compliance with this Lease or the rules and regulations, Tenant acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Landlord has no liability resulting from the acts or omissions of the towing company. Tenant agrees to indemnify and hold Landlord harmless from claims and all costs and expenses incurred, including, but not limited to, attorney's fees and/or costs resulting from the towing of motor vehicles belonging to Tenant, members of Tenant's family, or Tenant's agents, employees, guests or invitees, where such motor vehicles are parked in violation of this Lease.

#### PERSONAL PROPERTY RISKS AND INSURANCE

12.1 All personal property placed by Tenant in any portion of the apartment project, including, but not limited to, Tenant's apartment, balcony or motor vehicle, or in the laundry rooms or storage areas as provided by Landlord, is placed at the sole risk of Tenant or the party or parties owning the personal property, and Landlord will not be liable for the loss, destruction, theft or damage to any such personal property except if caused by the negligence or willful misconduct of Landlord or its employees. If any employee of Landlord is requested by Tenant or any member of Tenant's household to move, handle or store any articles on or about the apartment project or in the storage areas (or to remove any articles from the storage area), or to move, park or drive any motor vehicle placed in the parking area or in the garage, if any, the employee will be deemed to be solely the agent of Tenant, and Landlord will not be liable for any loss, damage or expense caused by the employee.

12.2 Tenant agrees to obtain and maintain during the term of this Lease and any renewal or extension of this Lease, at Tenant's own expense and for Tenant's protection, a policy

of insurance which provides coverage for property damage to protect Tenant and Landlord from loss or damage to Tenant's property and that of any occupant of the apartment, and any guest or invitee of Tenant arising out of or as a result of theft, fire, vandalism and malicious mischief; and which will further provide personal liability coverage to protect Tenant and Landlord from claims for personal injury to any person injured in or about Tenant's apartment. Tenant also agrees to obtain and maintain, if available, an endorsement to such insurance policy which will provide coverage for water damage to the aforesaid property as a result of sewer back-up and certain other water hazards such as convector or ceiling leakage. It is understood that the aforesaid property is not covered by Landlord's insurance for any loss and that Landlord is not providing any type or form of insurance policy for Tenant's benefit. It is further understood that Landlord is not responsible for any water damage to the aforesaid property, whether the damage results from water entering the apartment, the garage, or any storage area as a result of rain, the roof or walls leaking, or sewer back-up, unless caused by Landlord's direct affirmative negligence or willful misconduct.

#### RECREATIONAL FACILITIES, BUSINESS CENTER AND FITNESS CENTER

13. All persons using the recreational facilities of the apartment project, including, without limitation, the party room, business center and fitness center, do so at their own risk and sole responsibility and will do so subject to the posted rules governing such facilities. Landlord does not assume responsibility for any accident or injury in connection with such use unless caused by the direct actual and affirmative negligence of Landlord or Landlord's employees acting within the scope of their employment. Landlord is not liable for failure to operate the fitness center, business center or any other recreational facility or amenity provided. Landlord

reserves the right to close the fitness center, business center or other facilities at any time in its sole discretion, and Tenant will not be entitled to a reduction in rent if Tenant's right to use such facilities is interrupted or discontinued. Tenant agrees to comply with all rules, regulations and procedures adopted by Landlord regarding the availability, access, use and operation of the fitness center, business center or recreational facilities by Tenant, members of Tenant's family, his/her agents, employees, guests and invitees and failure to comply with all such rules, regulations and procedures, shall be a material breach of this Lease. With respect to the use of the fitness center, Tenant agrees to execute a Fitness Center Lease Addendum in the form provided by the Landlord.

## UTILITIES

14.1 Landlord will furnish a reasonable amount of water, hot water, electricity and reasonable heat and air-conditioning, in season, during the term of this Lease, except when prevented by strike, accident or other cause beyond the control of Landlord, and except during the repairing of the equipment and apparatus provided in the apartment, building and/or servicing the apartment project. Landlord is not liable for any injury or damage whatsoever which may arise or accrue, either from Landlord's failure to furnish cold and/or hot water or failure to provide heat or air-conditioning, regardless of the cause, or on account of any defect in the apartment, the building and/or the apartment project. Tenant acknowledges that the Landlord does not provide phone, internet or cable or satellite television service and that such services may be arranged for at Tenant's cost from appropriate providers. Landlord makes no representation regarding the availability or suitability of the Leased Premises for any particular type of phone, internet or cable or satellite television service.

14.2 Tenant is required to exercise due diligence in conserving fuel and electricity and must turn off all lights when not in use. The Landlord reserves the right from time to time to check the amount of fuel and/or electricity used. If it is found that Tenant is exceeding the average use of fuel and/or electricity in the apartment project, Landlord reserves the right to make a charge for such excess use. If the apartment is served by a utility service which is metered separately, Tenant must make all arrangements, including the payment of any required deposits, for such service, and must pay for all such service promptly.

#### APPLIANCES

15. Landlord will furnish and maintain such appliances as Landlord deems suitable and appropriate, but Landlord is not liable for any damages which may be caused, directly or indirectly, in furnishing, operating or maintaining the appliances, or by failure to maintain the appliances in operation, unless due to the negligence or willful misconduct of Landlord or its employees. Appliances that are placed in the apartment by Landlord are solely for the convenience of Tenant and remain the property of Landlord. Tenant is responsible for the cost of repairs to any appliance caused by Tenant's fault or neglect. Tenant may not install any appliance or equipment within the apartment without the prior written consent of the Landlord, including, but not limited to, washing machines, dryers, ventilating fans, dishwashers, air-conditioners or space heaters.

#### LAUNDRY

16. Tenant may not install or use a washing machine or dryer (including portable washer and portable dryer) in his/her apartment without prior written consent of the Landlord. If

required consent is granted, Tenant shall arrange for installation by, or under the supervision of, Landlord. If Landlord provides common laundry facilities, such facilities may be used by Tenant on a non-exclusive basis in the manner and at the times established by Landlord upon payment of the meter charges for the use of laundry equipment, which charges may be increased from time to time. Landlord is not responsible for the loss of or damage to any personal property, or for any physical injury, occurring from Tenant's use of the laundry facilities, unless caused by the direct, actual and affirmative negligence of Landlord, its agents or employees acting within the scope of their authority or employment. Landlord reserves the right to dispose of any clothes hung in the laundry rooms or other areas of the apartment project, without notice to or investigation as to their ownership.

#### LOCKS, KEYS AND PARKING DECALS

17.1 Tenant may not change the existing locks on the apartment unit or install any additional locks and/or security devices without Landlord's prior written consent. In the event that Tenant installs an additional lock or security device, Tenant will provide Landlord with a duplicate key to said lock.

17.2 Tenant acknowledges that Landlord shall attempt to maintain a duplicate key for all locks to the apartment unit. In the event that the Tenant needs to utilize Landlord's key to the apartment unit, Tenant agrees to provide picture identification before the Landlord provides Tenant with use of the duplicate key(s). In the event that no duplicate key is available or the duplicate key maintained by the Landlord does not fit the lock(s) on the apartment unit, and Landlord's staff or an outside vendor is required to provide the Tenant with access to the apartment unit, the Tenant agrees to pay the Landlord the sum of \$100.00, plus the Landlord's

actual cost of any outside vendor hired to provide the Tenant with access to the apartment unit. Landlord reserves the right to increase the amount of this charge in the future.

17.3 Tenant acknowledges receipt of a main entry access fee which allows access to the main exterior doors of the property. Tenant agrees to pay the Landlord the sum of \$100.00 to replace a Tenant's lost main entry key. Landlord reserves the right to increase the amount of this charge in the future.

17.4 Upon the termination of this Lease, Tenant must surrender to Landlord all keys and access codes to the apartment and, if applicable, the fitness center and business center. If Tenant fails to return any such key, credit card key, parking decal or other security device, Tenant shall promptly pay to Landlord the amount of **One Hundred and 00/100 Dollars (\$100.00)** or the then current charge for each decal, key or security device. If Tenant changes the lock or security device to the apartment without written permission from Landlord, or, if granted permission, fails to provide Landlord with a key or access code to the new lock or security device, Tenant will be liable for any damages to Tenant's apartment or apartment door, or any portion of the building as a result of Landlord's inability to gain access to the apartment. If Tenant fails to provide a key or access code to Landlord, Tenant shall be in material violation of this Lease. Tenant will also bear the cost of the opening or removal of said locks or security devices and the cost of any repair and replacement of the door and frame caused by the installation. Tenant will be liable for the replacement cost for any lock or security devices removed by the Tenant. With the prior written consent of Landlord, Tenant may install burglary prevention, fire detection and carbon monoxide detection devices provided: (i) the installation does no permanent damage to the apartment; (ii) the installation complies with all laws, ordinances and codes, and (iii) Tenant gives Landlord a duplicate set of all keys, access codes

and operating instructions for such devices. Tenant shall be exclusively responsible for the maintenance and upkeep of any such devices, including, without limitation, replacement of any required batteries. Upon termination of this Lease, Tenant must, upon request by Landlord, remove all such devices and repair all damages caused by the installation and/or removal of the devices.

#### ALTERATIONS, ADDITIONS, PAINTING, AND SATELLITE DISHES

18.1 Tenant may not paint or wallpaper, or make any structural or non-structural alterations or changes in or about the apartment without the prior written consent of Landlord. In cases where Landlord grants such consent, Tenant agrees, and shall be obligated, upon termination of this Lease, to restore the apartment to its original condition and color. Unless Landlord consents in writing to Tenant leaving the authorized changes for the incoming tenant, Tenant shall be liable for Landlord's costs as specified in Paragraph 2.1 of this Lease if Tenant fails to restore the apartment as specified herein. In the event that the Landlord agrees to structural alterations of the apartment unit, Tenant agrees to execute an Apartment Alteration Addendum in the form provided by the Landlord.

18.2 No awnings or other projections (except those installed by Landlord) may be attached to the outside of the building. Under no circumstances may any air-conditioning apparatus or radio aerials be installed by Tenant either upon the interior or exterior of the building or in or about the apartment without the prior written permission of Landlord. The Tenant may not install any external satellite dish or antenna unless the Tenant has first executed a Satellite Dish and Antenna Lease Addendum in the form provided by the Landlord. Such installation shall be governed by the terms of that Satellite Dish and Antenna Lease Addendum.

18.3 If a master antenna connection is provided in the apartment, Tenant agrees to use caution in connecting his/her television to the master antenna to avoid damaging or interfering with the master antenna or television sets of other tenants. Tenant will be liable for any damage caused by his/her misuse of the master antenna connection, and agrees to reimburse Landlord the amount of any damages suffered by Landlord upon receipt from Landlord of a bill itemizing the costs involved. Such costs will be considered additional rent due on the first day of the month following Tenant's receipt of the bill. Tenant's use of the master antenna connection is at Tenant's own risk. Landlord is not responsible for any loss of or damage to any personal property, or for any physical injury, resulting from Tenant's use of the connection to the master antenna, unless caused by the direct, actual and affirmative negligence of Landlord, its agents or employees acting within the scope of their actual authority or employment.

#### PLUMBING FIXTURES

19. The toilets and other plumbing fixtures may not be used for purposes other than those for which they were designed and no sweepings, matches, rags, ashes, sanitary napkins or other improper articles may be thrown or disposed of in such plumbing fixtures. Tenant may not remove any plumbing fixtures or water saving devices without obtaining Landlord's prior written approval. Violation of this section shall be deemed a material violation of the Lease. Tenant will be liable for Landlord's cost of repairing any damage resulting from Tenant's removal or misuse of any plumbing fixtures, and Tenant agrees to pay such costs upon presentation by Landlord of a bill itemizing the costs involved, which bill shall thereafter become due as additional rent on the first day of the month following Tenant's receipt of the bill.

## HAZARDS, FIRE AND UNAVOIDABLE ACCIDENT

20. The Tenant may not conduct or permit any activity deemed hazardous and/or a nuisance by Landlord or otherwise prohibited by law to be done in Tenant's apartment or the apartment project which will increase the rate of insurance, or which violates fire or building codes or good safety practice. Tenant may not keep any gasoline or other explosive or highly flammable material in the apartment or in the basement, garage, balconies, patios, storage or parking areas of the apartment project. If the apartment is damaged by other than an act or omission of Tenant, any members of Tenant's family, Tenant's agents, guests, employees, or invitees, Landlord, at its expense, will repair the apartment within a reasonable time. If the damage is so extensive that the apartment becomes uninhabitable by reason of fire or unavoidable accident and/or the building in which the apartment is located is damaged such that Landlord elects not to repair or restore the building (whether or not the apartment is so damaged), the tenancy will terminate, and all liability for rent will cease after payment by Tenant of the proportionate rent due to the date of the casualty. If the damage to the apartment is attributable to the actions of Tenant, any member of Tenant's family or Tenant's agents, guests, employees or invitees, Tenant will be responsible for the repair costs and consequential damages, and any other loss suffered by Landlord, including, but not limited to, any rent loss.

## ACCESS BY LANDLORD

21. As set forth more specifically in Paragraph 17 herein, Landlord will retain duplicate keys or access codes to the apartment. Landlord, or its agent or employees, shall have access to the apartment without notice to the Tenant at all times in any emergency situation. In

addition, Landlord shall have access to the apartment at all other reasonable times after reasonable notice: (i) when Landlord has good cause to believe Tenant may have damaged the apartment, breached this Lease or violated any applicable law; (ii) for the purpose of making necessary repairs, exterminations, alterations, inspections or improvements; and (iii) for the purpose of supplying services requested by Tenant (Tenant's request for such services is deemed as permission to enter during normal business hours for the purpose of supplying such services, unless Landlord is otherwise notified by Tenant in writing). Landlord may also have access to the apartment during all normal business hours as published by Landlord, after reasonable notice, for the purpose of showing the apartment to prospective tenants, purchasers and mortgagees. Access at any other times for purposes of showing the unit to prospective Tenants shall occur with reasonable advance notice to Tenant. Landlord, will, to the extent practicable, attempt to honor the scheduling requests of Tenant. Scheduling of access, however, remains at the Landlord's sole discretion. Tenant may not deny Landlord access to the apartment. Non-compliance by Tenant with any of the provisions herein shall constitute a material breach of this Lease. Landlord expressly reserves the right to schedule and conduct, upon reasonable notice, an annual inspection of the apartment unit.

#### REMOVAL FOR OBJECTIONABLE CONDUCT

22.1 If Tenant, any member of Tenant's family or Tenant's agents, guests, employees or invitees, act in an unlawful, offensive or improper manner (which is defined as behavior which annoys or endangers other tenants of the building and/or their family members, visitors, guests, invitees or employees or interferes with the proper management of the building or apartment project), either in the apartment unit or in the common areas of the apartment building,

Landlord will have the right to terminate this Lease upon notice in any manner provided by law. The term of this Lease will terminate consistent with the date on the notice, at which time Landlord will be entitled to the immediate possession of the apartment, without having to give further notice to Tenant. Tenant agrees that visits by police to the apartment for improper or criminal behavior (whether or not such conduct results in a conviction or an adjudged violation) are grounds for termination of the Lease by Landlord. Landlord may also terminate the Lease if Tenant fails to keep the apartment in a clean and sanitary condition, or if the members of Tenant's family or Tenant's agents, guests, employees or invitees damage the apartment, the building(s) or the grounds, gardens, garage, parking areas or other portion(s) of the apartment project, or if Tenant breaches any other provision contained in this Lease or any other duty imposed by law.

22.2 If Tenant, any member of Tenant's family or Tenant's agents, guests, employees or invitees acts unlawfully or criminally on or about the apartment project or in any manner adversely affecting the peaceful use and/or enjoyment of the apartment project, Landlord may immediately terminate this Lease, or take other corrective action or seek damages, in any manner prescribed by law.

#### NOTICE OF EXTENDED ABSENCE

23.1 Tenant must give Landlord written notice of any absence from the apartment of ten (10) days or more. If Tenant fails to give proper notice, Landlord may proceed to recover damages which result from Tenant's failure to provide such notice. Landlord will owe Tenant no greater duty or obligation than that provided for under the terms of the Lease during any period Tenant is away from the apartment.

23.2 If Tenant is absent from the apartment for ten (10) or more days, without giving the above-required notice to Landlord, Tenant's intent to abandon the apartment may be presumed, and Landlord may proceed to take all necessary action(s) to regain possession of the apartment. Tenant's property remaining in the apartment, if any, will be disposed of in accordance with the terms of this Lease and/or applicable law.

#### RENT, DEFAULT, LATE CHARGES AND DISHONORED CHECKS

24.1 Rent is payable in advance without demand, deduction, offset and/or recoupment and is to be paid on the first day of each month. If Landlord fails to receive an installment of rent and/or any other charges included in this Lease for which Tenant is responsible, on or before the fifth (5th) day of the month, Tenant shall pay to Landlord, without demand, in addition to such rent and/or other charges, a late charge in an amount equal to five percent (5%) of the monthly rent set forth in Paragraph 1.2 herein, as that amount may have been increased pursuant to the terms of this Lease Agreement. If the delinquent payment and late charges are not received by Landlord on or before the tenth (10th) day of the month, Tenant must pay to the Landlord an additional late charge in the amount of Ten Dollars (\$10.00) for the month in which the rent and/or other charges are due. Landlord, at its option, may require that rent paid after the fifth (5th) day of the month be paid by certified check, cashier's check or money order. Tenant acknowledges that a money order receipt is not a "receipt" for purposes of conclusively establishing payment of rent or other charges and Tenant is encouraged to obtain additional proof of payment when paying by money order.

24.2 By imposing and accepting late charges for late rent payments, Landlord does not waive its right to enforce Tenant's obligation to timely pay rent in advance on the first day of

each month. If Tenant fails to timely pay rent, regardless of the reason and whether or not such rent or charges are subsequently paid by Tenant. Nothing herein shall be construed as limiting any other rights or remedies Landlord may have under the Lease, at law or in equity, including the right to immediately institute legal proceedings for rent and other damages associated with Tenant's breach of this Lease.

24.3 A service charge of Fifty-five dollars (\$55.00) will be assessed for handling a check returned by Tenant's bank as unpaid for any reason. If a check is returned, Landlord, at its option, may thereafter refuse to accept a personal check from Tenant and require payment of the rent to be by certified check, cashier's check or money order. The late and/or service charges referred to in this Lease may be increased, from time to time, by Landlord upon thirty (30) days written notice to Tenant.

24.4 Tenant agrees that any fees, costs, charges or other payments associated with his/her tenancy (including, but not limited to, parking and utility assessments or fees), in addition to Tenant's base rent, will constitute and will be considered additional rent due and payable on the first day of the month following Tenant's receipt of a bill for same, and nonpayment of these items will be treated as nonpayment of rent and a material breach of this Lease.

**24.5 TENANT HEREBY WAIVES ANY NOTICE TO CURE OR QUIT AND/OR VACATE THIS APARTMENT AND SPECIFICALLY AUTHORIZES LANDLORD TO PROCEED TO FILE SUIT IN COURT WITHOUT PROVIDING NOTICE TO CURE OR QUIT AND/OR VACATE.**

24.6 The Landlord's acceptance of a partial payment or late payment of any amount due under this Lease does not waive or modify any term of the Lease, nor does it relieve the Tenant of the Tenant's obligation to make full and timely payments hereunder. The Landlord

may accept a partial or late payment without prejudice to the Landlord's right to recover the balance of the amount due or pursue any other remedy available to the Landlord under the Lease or pursuant to applicable law.

#### EARLY TERMINATION OF LEASE TERM

25. During the initial term specified in Paragraph 1.2, Tenant shall be entitled to terminate the Lease by providing Landlord with written notice of not less than fifteen (15) days (specifying a vacate date of either the fifteenth or the last day of a calendar month) and payment of an early termination fee equal to (i) two (2) months rent if Tenant has fulfilled less than nine (9) months of the Lease term (as of the proposed vacate date) or (ii) one (1) months rent if Tenant has fulfilled at least nine (9) months of the Lease term (as of the proposed vacate date). The Lease will be considered terminated upon receipt by Landlord of a proper written notice, payment of the early termination fee and all rent and other charges (on or before the vacate date) due through the date of Tenant's vacating the apartment. If Tenant fails to timely vacate, pay the early termination fee, or pay any other charges due through the date of vacating, the attempted early termination permitted by this paragraph shall be deemed void, and the other provisions of this Lease with respect to charges associated with a Lease break shall apply.

#### HOLDING OVER AND TENANCY BY MONTH

26.1 This Lease expires at the expiration of the initial term. If Tenant does not give written notice to Landlord sixty (60) days prior to the end of the initial term of Tenant's intention to quit and vacate, a month-to-month tenancy will be created.

26.2 Notwithstanding any other provision of this Lease, during any month-to-month tenancy created by the Tenant pursuant to Paragraph 26.1 of this Lease, at the expiration of the initial term or anytime thereafter, the Landlord may increase the rent upon thirty (30) days written notice to the Tenant to the highest permissible monthly rent as may from time to time be authorized by the District of Columbia or any agency thereof, or by any other lawful act of Congress or as the result of any decision or regulation of the District of Columbia Rental Accommodations Office or Commission, or such other governmental agency as may control rents, or by court of competent jurisdiction. In addition to changing the rent as set forth above, the Landlord reserves the right to adjust the other charges, terms and conditions of this Lease during any period of month-to-month tenancy created by the Tenant pursuant to Paragraph 26.1 of this Lease. Landlord shall notify the Tenant, in writing, of any such adjustment.

26.3 In continuing the tenancy, Tenant covenants and agrees to keep and fulfill all other conditions and agreements contained in this Lease, as subsequently amended or adjusted by the Landlord. Tenant may terminate the month-to-month tenancy by serving a written notice on the Landlord at least thirty (30) days prior to the next rent due date (the first of the month). Any written notice to terminate the Lease term shall provide no less than thirty (30) days notice and may be effective on either the fifteenth or the last day of a calendar month. The Tenant is responsible for all rent payments until the Tenant vacates or through the notice period, whichever is later, and Landlord reserves the right to access the apartment during all normal business hours for the purposes of showing the apartment to prospective tenants. In the event Tenant remains in the apartment after the date specified as the vacate date contained in Tenant's notice of intent to vacate, it is acknowledged and understood that Tenant shall be liable for all costs and/or expenses incurred by Landlord, including, but not limited to, any concessions made to any

prospective tenant (including, but not limited to, storage fees, hotel/motel bills and moving expenses) or for expediting the apartment turn over.

#### RIGHTS OF LANDLORD ON BREACH OF LEASE BY TENANT

27.1 If Tenant at any time during his/her tenancy fails to pay any one of the monthly installments of rent when due, even though no demand has been made for such installment, Landlord will have the right to avail itself of all rights and remedies to which it may be entitled under this Lease and/or the laws of this jurisdiction which are in effect now or which may become effective in the future, including, but not limited to, the right to terminate this Lease and recover possession of the apartment. If Tenant violates any of the non-monetary agreements, terms or conditions of this Lease, or any of the rules or regulations set forth herein or, which may later be adopted by Landlord, and such actions are remediable and Tenant fails to correct said violation within the time specified in a written notice form Landlord, Landlord, at its option, will have the right to avail itself of all rights and remedies to which it is entitled under the Lease, and/or the laws of the jurisdiction which are in effect now or which may become effective in the future, including, but not limited to, the right to terminate this lease and recover possession of the apartment. It is acknowledged by Tenant that notwithstanding Landlord's termination pursuant to this section, that Landlord's right to terminate the Lease and recover possession of the apartment, Landlord is also entitled to enforce its rights and remedies, including, but not limited to, a claim for damages and rent as would have accrued until the expiration of the term or until a tenancy pursuant to a new rental agreement commences and/or any damages resulting from the new rental agreement.

27.2 If Tenant corrects a remediable violation of the Lease, but then knowingly commits a second violation of a similar nature, Landlord, at its option, may terminate this Lease upon not less than thirty (30) days written notice to Tenant. Notwithstanding the foregoing, if Tenant commits a breach which is not remediable, Landlord may serve written notice on Tenant specifying the acts and omissions constituting the breach and notifying Tenant that the Lease will terminate upon a date not less than thirty (30) days after receipt of the notice. If Tenant commits a violation involving a criminal or willful act which is not remediable and which poses a threat to health or safety or endangerment to persons and/or property, Landlord, at its option, may terminate this Lease immediately and proceed to obtain possession of the apartment in accordance with applicable law.

27.3 Any such termination will not relieve Tenant of the obligation to pay the rent due under this Lease for the full balance of the term, less any net rent (after deducting costs of reletting) received by Landlord when and if the apartment is re-rented. Landlord may sue for each monthly installment as it becomes due and need not delay action until the end of the term. In addition to all other damages to which Landlord is entitled hereunder, at law or in equity, in the event this Lease is terminated due to Tenant's breach, Tenant will also be responsible for all costs enumerated in Paragraph 2.1 of this Lease. If Tenant has executed the Non-Refundable Move-In Fee Addendum, Tenant's responsibilities are set out therein.

27.4 All rights and remedies of Landlord under this Lease are cumulative and are not exclusive of any other rights and remedies provided to Landlord under applicable law. No re-entry by Landlord, and no acceptance by Landlord of keys or security devices from Tenant will be considered an acceptance of surrender of this Lease, except at the natural expiration of this Lease and after proper notice if applicable.

27.5 In attempting to mitigate any damages suffered because of Tenant's breach, Landlord need not separately advertise or show Tenant's apartment; any general project advertising undertaken by Landlord will be sufficient. The preceding sentence should not be construed as requiring Landlord to advertise, or as requiring Landlord to seek to re-rent Tenant's apartment in preference to any other apartment available in the apartment project.

## 28. EARLY TERMINATION BY MILITARY PERSONNEL

Under the following circumstances, you may terminate the Lease by giving us written notice (“Termination Notice”) if you:

- (a) enter into “military service” as that term is defined in 50 USCS Appx § 511; or
- (b) receive military orders for a change of permanent station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days; or
- (c) receive military orders for a permanent change of station:
  - (i) from a location in the continental United States to a location outside the continental United States; or
  - (ii) from a location in a State outside the continental United States to any location outside that State.

The Termination Notice is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, you are entitled to return of any credits on your account less lawful deductions. The release of a Resident under this military clause will release the Resident receiving the change-of-station or deployment orders and such Resident’s spouse or legal dependents, but not any remaining co-Residents.

## CONDITION OF PREMISES UPON TERMINATION AND ABANDONED PROPERTY

29. At the termination of Tenant's occupancy, Tenant must remove all of Tenant's property and leave the apartment in broom clean condition. All debris, furniture, clothing, etc. left in the apartment, storage room or any other portion of the apartment project after Tenant vacates is left at Tenant's risk and expense and may be disposed of in accordance with applicable law. Tenant agrees not to leave any trash, belongings, furniture or debris in elevators, hallways, service areas, trash disposal rooms or other common areas, other than trash that can be properly disposed of by use of the trash disposal chutes or the recycling bins provided in the trash disposal rooms.

## ATTORNEY'S FEES

30. If Landlord institutes an action for monetary damages against Tenant after Tenant has vacated the apartment (either voluntarily or involuntarily) Landlord shall be entitled to request an award of attorney's fees from a court of competent jurisdiction in an amount of not less than \$250.00 or fifteen (15%) percent of any amounts determined to be due Landlord, whichever is greater. Nothing herein shall preclude any court from awarding attorney's fees in any Landlord/Tenant action.

## SUBORDINATION

31. This Lease is subject and subordinate to all present and/or future or ground leases, mortgages or deeds of trust affecting the apartment or the apartment project, and Tenant hereby appoints the Landlord as Attorney-in-Fact to execute and deliver any and all necessary

documents to evidence the subordination of this Lease to any such present or future or ground leases, mortgages or deeds of trust affecting the apartment or the apartment project.

#### CONDEMNATION

32. In the event the apartment, or any part thereof, is taken by condemnation or in lieu thereof by any governmental agency or authority, this Lease will be terminated at the option of Landlord. The Tenant hereby specifically assigns to Landlord any portion of the award received as damages for the taking of the apartment, and waives any right to participate or make any claim in such condemnation proceedings.

#### WAIVING OF ONE BREACH NOT A GENERAL WAIVER

33. No failure by Landlord to exercise its rights under the Lease upon learning of a breach of the covenants, provisions or conditions contained in this Lease may be construed as a waiver of the breach, the covenant itself, or of any subsequent breach thereof. If any breach occurs and afterwards is compromised, settled or adjusted, this Lease will continue in full force and effect as if no breach had occurred.

#### REPRESENTATIONS IN APPLICATION

34. The rental application and other documents in support of Tenant's application, including, but not limited, to guaranty or co-signer materials submitted by Tenant, which is made a part of this Lease, have been an inducement for Landlord to rent the apartment to Tenant. If any of the representations contained in the rental application or other materials submitted by Tenant are found by Landlord to be misleading, incorrect or untrue, Landlord has the right to

terminate this Lease and to repossess the apartment in accordance with applicable law. Landlord will also have the right to recover from Tenant any loss or damages which Landlord may suffer because of such misrepresentation, including rent for the full term of the Lease.

#### CONTEXT OF AGREEMENT

35. Where the context requires, words in the singular should be substituted for the plural and vice versa, and words in the masculine or any other gender should be substituted for any gender, as applicable. This Lease shall be construed as a whole and according to its fair meaning, and no strictly for or against Landlord or Tenant, whether or not the Lease (or any portion thereof) has been prepared in whole or in part by, or on behalf of, Landlord or Tenant.

#### LEASE BINDING ON SUCCESSORS

36. This Lease and all covenants, terms and conditions hereof are binding upon and shall inure to the benefit of the successors and assigns of Landlord and, to the extent permitted by Paragraph 9, the heirs, executors and administrators of Tenant.

#### DIPLOMATS

37. As a condition to Landlord's entering into this Lease, any Tenant who has been granted diplomatic immunity by the United States Government must provide a notarized statement signed by the Ambassador or head of the mission for the government to which Tenant is attached, in which Tenant's government agrees to waive the diplomatic immunity of Tenant and indemnify the Landlord for any of Tenant's unmet financial responsibilities arising under this Lease.

#### ENTIRE AGREEMENT

38. This Lease and all attachments and addendum (signed by all parties to this Lease) contains the entire agreement between all parties to this Lease, and may not be changed or modified orally or otherwise in any way except by an instrument in writing signed by the parties.

#### CAPTIONS

39. The captions of this Lease are for convenience and reference only and in no way define or limit the scope or intent of this Lease, nor in any way affect this Lease.

#### SEVERABILITY

40. If any provision in this Lease is found to violate any law, only the violating provision will be invalid and all other provisions of this Lease will remain in full force and effect.

#### MANAGEMENT AGENT--SERVICE OF PROCESS—NOTICE

41. The Markswright Company, Inc., c/o The Brandywine Apartments, 4545 Connecticut Avenue, N.W., Washington, D.C 20008 is the management agent (the "Agent") responsible for the apartment project. Agent is authorized to act for or on behalf of the owner for purposes of service of process and notice with respect to matters arising out of this Lease.

#### MISCONDUCT OF THIRD PARTIES

42. The Landlord shall not be liable in any matter or manner to Tenant, or the members of Tenant's family, or Tenant's agents, employees, guests or invitees for any injury or damage to any one or more of them or their respective property caused by the negligent, criminal and/or intentional misconduct of any other tenant or third party.

#### ACKNOWLEDGEMENT OF RECEIPT

Tenant acknowledges that Landlord has provided Tenant with a copy of this Lease Agreement, as well as a copy of any applicable Lease Addendum. Tenant further acknowledges that Landlord has attached to the copy of the Lease Agreement provided to the Tenant a copy of the District of Columbia Municipal Regulations Title 14-Housing, §§ 101.1 through 399.1.

#### RULES AND REGULATIONS

43. Landlord is hereby authorized to promulgate, from time to time, such Rules and Regulations as it deems necessary or advisable for the purpose of promoting the convenience, safety and welfare of all tenants and for the preservation of Landlord's property. Tenant and the members of Tenant's family and Tenant's agents, guests, invitees and employees shall comply with the Rules and Regulations contained in or made a part of this Lease, all other Rules and Regulations promulgated from time to time and any alterations or changes in the Rules and Regulations which Landlord, in its discretion, may adopt for the apartment project. The failure to comply with one or more of such Rules and Regulations will be deemed a material breach of this Lease. A copy of the current Rules and Regulations may be viewed during normal business hours in the management office of the apartment project. Tenant is expected to be familiar with the Rules and Regulations, and must comply as if fully set out herein. The Rules and

Regulations in effect at the time of the printing of this Lease are as follows:

A. All rents are due and payable on the first day of each month. Payment must be made only at the management office of the apartment project or in the front desk mail slot by check or money order during normal office hours. No cash will be accepted at the management office or via the front desk mail slot. All checks or money orders for rent or other payments are to be made payable to "Brandywine Apartments of Maryland, LLC" Landlord will accept multiple checks in payment of the monthly rent obligation, provided that the total of such checks is sufficient to cover the amount due. Landlord's acceptance of multiple checks does not relieve each Tenant of his joint and severable liability for all obligations arising under this lease. A certified check, cashier's check or money order may be required, at Landlord's option, for payment after return of a dishonored check, for payments made after the fifth (5th) day of the month, or while Tenant is otherwise in default under the Lease.

B. Landlord will furnish electric light bulbs in the fixtures and fuses in the panel box installed by Landlord at the time Tenant takes possession of the apartment, but not thereafter.

C. All garbage and trash must be placed in suitable, substantial, nonleaking, covered containers and placed as directed by Landlord. When refuse is to be placed in a large container provided by Landlord, Tenant must use this container, replace its lid and not place refuse on the floor of the trash room. Tenants are not permitted to place diaper containers or laundry bags in public halls, basements or entrance doors for collection.

D. Tenant may not have or keep a pet or animal of any kind, species or description in the apartment and will not permit any other person to bring any live pet, bird or animal into the building. Any Tenant or guest of a Tenant who is handicapped or disabled, may keep, or in the case of a Guest, may bring, in accordance with applicable laws, a help animal to aid Tenant (or to aid the tenant's guest) in his/her handicap or disability. Tenant accepts any responsibility for any damages caused by such help animal, and agrees to keep the help animal from disturbing other tenants in any manner.

E. No baby carriages, tricycles, bicycles or other articles of personal property may be deposited, allowed or permitted on the patios or balconies of the building, or passageways, parking areas, garages, courts, sidewalks, lawns or other areas of the apartment project, except where specifically designated by the landlord in the bicycle room.

F. The Tenant must not permit or allow any family member, agent, employee, guest or invitee to loiter or play in the elevators, lobby, corridors, landings, stairs, lawns, parking areas, entrances, garage, basement or roof areas.

G. All persons must be properly attired when appearing in any portions of the apartment project.

H. Tenant must keep all doors leading from and into his/her apartment closed at all times, and Landlord reserves the right to close all such doors in the event of the violation of this provision.

I. Tenant may not make or permit any disturbing noises which unreasonably interfere with the rights, comforts or convenience of other tenants.

Tenant must keep the volume of any radio, television or musical instrument in his/her apartment sufficiently low at all times so as not to disturb other tenants in the building or apartment project. Tenant may not conduct or permit any vocal or instrumental practice or instruction which disturbs other tenants. In order to prevent noise caused by walking on the floors in his/her apartment, Tenant must install sufficient carpeting to eliminate noise in contiguous apartments as determined by the Landlord.

J. During normal office hours, if Landlord's employees or agents are available to positively identify Tenant pursuant to photographic identification, Landlord may open Tenant's apartment door for a Tenant who has been locked out. Such lock-out service may be provided after office hours at a fee to be set from time to time by Landlord and in the manner set forth in Paragraph 17 of the Lease.

K. Moving of furniture is permitted to and from the apartment between the hours of 8:00 a.m. and 6:00 p.m. only Monday through Saturdays only. No moves are permitted on Sundays. Furthermore, no moves are permitted through any door other than the loading dock door. Tenant shall reserve the elevator by contacting Landlord at least 48 hours prior to Tenant's moving date. Usage of the elevator at the time and/or date selected by Tenant is not guaranteed. Any packing cases, barrels or boxes which are used in moving must be removed by Tenant to whom they belong or by the moving company. The Tenant agrees that

the moving of the Tenant's belongings is solely at the Tenant's risk and that any movers are solely agents of the Tenant and not agents of the Landlord.

initial here: **Initial Here**

L. Tenant may not refinish or shellac the floors of the apartment without the prior written approval of Landlord.

M. The use of charcoal burners or open burners of any sort or any other cooking device not designed for indoor use is a violation of the Fire Prevention Code and will not be permitted in the apartment or on the terrace, patio or balconies or common areas due to danger of fire and smoke disturbances to Tenant's neighbors.

N. Employees of Landlord are not authorized to accept packages, keys, money (except for payment of rent as provided in Subparagraph "A" of these rules), or articles of any description from or for the benefit of tenants. If packages, keys, money or articles of any description are left with employees of the apartment project, it will be at the sole risk of Tenant. The Landlord does not assume any responsibility for loss or damage in such cases and the employee receiving the same will be deemed Tenant's agent. The Landlord has established a "Receiving Room" for the receiving and delivery of packages on behalf of tenants. It is understood that such "Receiving Room" is operated as a gratuitous service for the benefit of tenants and that use of the "Receiving Room" is at Tenant's sole risk. No charge is made by Landlord for such accommodations, no bailment is created, and Landlord assumes no liability for any package, parcel,

etc., delivered for Tenant, unless due to the direct, affirmative negligence of Landlord.

O. Tenants are cautioned against excessive use of soaps and detergents which might cause overflowing of suds in neighboring apartments. Any Tenant causing such overflowing will be required to pay for all resulting damages.

P. Deliveries requiring entrance to a Tenant's apartment will not be permitted unless Tenant has signed an admit slip. Landlord will not assume any responsibility for the receipt of deliveries or for the condition in which deliveries are received.

Q. Windows must be kept closed during air-conditioning season, or condensation will form on the air conditioning unit, causing damage to carpets and floors. No decals or other posters or signs are permitted on windows. Absolutely no laundry, clothing, rugs or other items are to be hung on or upon the exterior of any building or portion of the apartment project. No clothesline, clothes racks or any other device may be used to hang any such item on any patio, balcony or from any window. The Tenant may not keep anything on the window sills of the apartment, may not store any items on the balconies or patios and may not permit anything to be thrown out of the window or down the courts, balconies or patios of any building. The dusting or shaking of mops, brooms, or other cleaning material out of either the windows or doors or from the balcony of any apartment is not permitted. The Tenant will be responsible for Landlord's costs for repairing any hole of more than one-eighth (1/8) of an inch in diameter

resulting from the hanging of any picture or other cause. Tenant shall not make any holes in the woodwork of the apartment without prior written consent of Landlord, and may not in any manner deface or injure floors, walls, woodwork or windows. Flower boxes are prohibited on the balconies and patios without the prior written consent of Landlord. Tenants are not permitted to put mats in front of apartment entrance doors in common areas.

R. Tenants must operate garbage disposals in accordance with the written instructions to insure maximum efficiency with a minimum of trouble. Tenant will be responsible for breakage and removal of objects causing stoppages of the disposals.

S. Solicitors are not permitted in the building and/or the apartment project. If Tenant is solicited, Tenant should notify the management office immediately.

T. Requests for maintenance or exterminating services should be made at the management office, in accordance with the procedures outlined in Paragraphs 5.1 and 5.2 of this Lease.

U. Waterbeds are permitted only in first floor apartments, only after proof of insurance acceptable to Landlord is obtained and provided to Landlord.

V. If Landlord furnishes a central switchboard service for answering Tenant's telephone, it is expressly understood that Landlord may discontinue or modify such service at any time without liability to Tenant. If provided, such service is for Tenant's personal use and is not to be used for answering business calls or other non-personal calls for Tenant. The Landlord reserves the right, at

its sole discretion, to discontinue the central switchboard service to Tenant in the event of excessive use by Tenant. It is understood that central switchboard service is provided solely as a convenience to Tenant and that Landlord will have no liability to Tenant for failure to answer the telephone in Tenant's absence, for failure to provide messages, or because of incorrect messages.

W. Tenant's apartment file is the property of the Landlord. Access to Landlord's file materials by the Tenant or any third party is solely at the discretion of Landlord and as provided by law.

X. Tenant must keep the apartment in a clean and sanitary condition.

Y. Tenant must not damage or alter in any respect the apartment, the building, the grounds, gardens, garages, basements or hallways or other portion of the apartment project. The Landlord reserves the right to operate a video surveillance system in the common areas of the apartment project or maintain in-person surveillance in the common areas of the apartment project. Any such surveillance, whether done in-person or via video camera, is for the express purpose of protecting the physical structure, fixtures and personal property of the apartment project and is not intended, designed or represented to be for the protection of any tenant, guest or other person that may be on the premises or any property belonging to such a tenant, guest or person.

Z. Tenant shall pay to Landlord the reasonable charge for repetitive service/maintenance calls for the same or similar conditions caused by Tenant. In addition, if the Tenant characterizes a service call an emergency, as that term is defined in the Lease, and the

situation is, in the sole and absolute determination of the Landlord, not in fact an emergency, Tenant shall pay to Landlord a service fee in the amount of \$100.00, plus any other costs or fees incurred as a result of responding to said call on an emergency basis.

AA. Violations of any of these rules may result in financial penalties to the resident.

This Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_

I acknowledge that the Landlord or its representative has reviewed the contents of this Lease with me prior to my execution of the document.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Anthony Greenberg**  
**Agent for Landlord**