



EQUAL HOUSING

# CABELL REID LLC Dwelling Lease

THIS LEASE, made between (hereinafter referred to as "Landlord"), (hereinafter referred to as "Tenant"(s)) and Cabell Reid LLC. (hereinafter referred to as "Agent") WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as for the term of beginning on the first day of and ending on the last day of at a total rent of dollars \$( ) (excluding any pro-rata payments listed in Paragraph #1) payable in equal monthly installments dollars \$( ) in advance on the first day of each and every month ("Rent Due Date") of said term. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said rent as set forth herein. Tenant agrees to pay rent to **Cabell Reid LLC. at 5803 Gloster Road, Bethesda, Maryland 20816** (or at such other place as Landlord may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may avail himself of any remedy afforded him under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

### PRO RATA RENTAL PAYMENTS

1. It is additionally understood and agreed that Tenant is to commence occupancy of the premises on . Tenant is to pay the sum of ( ) on as "pro rata" rent for the period of through

### ADDITIONAL CHARGES

2. Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant must pay, in addition to the rent, a late charge in the amount of five percent (5%) of the unpaid rent then due. However, the five (5) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Said late charge shall be payable to "Agent" as compensation for efforts to collect late rent. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by applicable state/city law) of Thirty-five Dollars (\$35.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

### SECURITY DEPOSIT

3. Tenant has deposited with the Landlord/Agent the sum of (\$ ) receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied to any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, his family, guests, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and he shall not apply the same as the last month's rent without prior approval of Landlord/Agent. The Tenant's check, money order or cash receipt shall serve as receipt for the security deposit.

In accordance with applicable state/city law, the security deposit shall be deposited in a federally insured banking or savings institution in an insured certificate of deposit or account that is devoted exclusively to security deposits; said deposits shall be made within thirty (30) days after receipt of said funds.

Within Forty-Five (45) days after the end of the tenancy, the Landlord shall return the security deposit to the Tenant together with simple interest thereon which shall have accrued in the amount of the rate specified by statute\*\*, less any damages rightfully withheld. Interest shall accrue thereon at Six (6) month intervals from the day the Landlord deposits the security deposit to the required interest-bearing account, within thirty (30) days after receipt. It is understood that interest shall not compound, and that interest shall be payable only on security deposits of Fifty Dollars (\$50.00) or more. \*\*The State of Virginia does not require interest to be paid on Security Deposits.

If any portion of the security deposit is withheld, the Landlord acknowledges his obligation to present by First Class Mail directed to Tenant's last known address, within Forty-five (45) days after the termination of tenancy, a written list of the damages claimed together with a statement of the cost actually incurred and any unused portion of the security deposit.

**PROVIDED, HOWEVER,** that notwithstanding the provisions of Section 4, in the event the Tenant has been evicted or ejected for non-payment of rent or for breach of a condition or covenant of the lease prior to the termination of the tenancy, or in the event the Tenant has abandoned the premises prior to termination of the tenancy, the Tenant and the Landlord have the following duties with respect to the security deposit:

A. The Tenant must first demand return of the security deposit by giving to the Landlord written notice by first class mail within Forty-Five (45) days of being evicted, or ejected, or of abandoning the premises. The notice shall specify the Tenant's new address.

B. Within Forty-five (45) days of the receipt of the notice from the Tenant to the Landlord, the Landlord shall send written notice to the Tenant by first class mail which contains a written list of damages claimed by the Landlord, as allowed by law, together with a statement of the costs actually incurred and the Landlord shall return the security deposit to the Tenant together with simple interest in the amount specified by statute, less any damages rightfully withheld.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

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

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

#### **POSSESSION**

4. If on the date of this Lease another person is occupying the premises and Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder is postponed until said premises are vacated by such other person, and the rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease; the security deposit and rent paid must be returned to the Tenant within five (5) business days after Landlord's receipt of the notice.

#### **ACCEPTANCE OF PROPERTY**

5 A. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant acknowledges that he/she has been given an opportunity to examine the premises, that he/she has examined the premises and found them to be in satisfactory condition, unless otherwise specified herein.

B. Within fifteen (15) days of Tenant's occupancy, Tenant will provide to Landlord/Agent a List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord/Agent in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord within fifteen (15) days of the Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified herein or as required by law. Said list will be used to assist Landlord/Agent with the move-out inspection in comparing condition at time of occupancy to the condition at the time of move-out.

#### **NOTICES**

6. Any written notice regarding any of the provisions of this Lease must be given by \_\_\_\_\_ on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Notice is effective upon hand delivery, e-mail, or three (3) days after deposit into the U.S. Postal Service, first-class postage prepaid. Written notice to the Tenant may additionally be given by the Landlord to the Tenant by securely posting such written notice upon the outside entrance door of the Tenant's dwelling.

**USES/AUTHORIZED OCCUPANT**

7. The premises will be used solely for residential purposes and be occupied by no more than \_\_\_\_\_ persons, including children. The following persons and no others, except after-born children, are authorized by Landlord to reside within the demised premises \_\_\_\_\_. Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises. Tenant expressly assumes the obligation and affirmative duty of prohibiting his/her family members and guests from possessing or bringing onto the leased premises any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises by the Tenant, his family or guests constitutes a substantial breach of this Lease by the Tenant, which will entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors.

**Guests:** Persons visiting Tenant may not reside at the premises for more than two (2) months in aggregate during any calendar year, unless written permission is first secured from Landlord. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

**PETS**

8. The Landlord acknowledges the right of an elderly or handicapped tenant to keep a household pet unless, at the time occupancy begins, the Landlord gives the tenant a written lease that specifically prohibits the Tenant from keeping a pet. The Landlord also acknowledges the right of any Tenant who is blind or deaf to keep and maintain a dog of his choice on the demised premises, provided such dog is properly licensed, is certified as being specially trained to aid the Tenant in his handicap, is maintained under the control of a leash by a person when in public areas on the project, and has received all inoculations recommended or required by local health authorities and at the times required thereby. Tenants who are permitted to have pets agree to pay the cost of having the demised premises de-fleaed and dc-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to provide to Landlord/Agent a receipt for said extermination and carpet cleaning services at time of move-out. Tenant further agrees to pay for any and all damages caused by pets to the premises. A security deposit in the amount of \$ \_\_\_\_\_ has been received from the Tenant to serve as an additional security deposit for any pet damages to the property. Any remaining monies after the repairs have been made will be returned to the Tenant. Tenant is authorized to have pets:

Yes (  ) No (  ) # ALLOWED (  ) TYPE OF PET(S):

**RULES AND REGULATIONS**

9. Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the (  ) (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof. Tenant is responsible for and agrees to pay all move-in fees or deposits.

**Tenant Initials:** \_\_\_\_\_

**UTILITIES**

10. Where applicable, Tenant must pay fuel charges, gas, oil, electric, water, sewer use, telephone, cable, and any other utilities for the premises as and when the same become due, and make all required deposits. If property is heated by oil, Tenant agrees to maintain a burner contract with their oil supplier and leave tank full at the termination of this Lease. Additionally, Tenant is responsible for trash removal charges if that service is provided by a private hauler and the facility is not located in a County/City collection district. The Tenant agrees to furnish a receipted water bill for the above premises to Landlord/Agent at termination of the Lease, extension or renewals thereof. Whereas Landlord/Agent will work with Tenant to transfer the utilities, it is the Tenant's responsibility to make sure the utilities are turned on when Tenant takes possession of the property. Landlord is not required to install cable, phone lines, jacks, cable wiring or multiple phone line access. Tenant is responsible for the following utilities:

(  ) gas (  ) oil (  ) electric (  ) water and sewer (XX) telephone (XX) cable/internet (Check all that apply)

**TRASH REMOVAL/RECYCLING**

11. All garbage and trash must be placed, by Tenant, in suitable covered containers and deposited appropriately for regular pick-up and removal. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

**SMOKE DETECTORS**

12. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant’s occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically, but not less than twice a year, during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

**MAINTENANCE**

13. Tenant must generally maintain the rental dwelling and the garage, shed and other appurtenances, if any, in a clean, sanitary and safe condition. Such maintenance includes the cleaning and removal of mold in bathrooms and kitchens; caulking of bathtubs and sinks; clearing any stoppages in water closets, drain lines, and dishwasher air gaps; unjamming of garbage disposal; replacement of HVAC filters, fuses, batteries and light bulbs; window wells and drainage areas; cleaning of chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers.

Tenant must not refinish or shellac the wood floors and shall keep them cleaned and polished. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep grass and shrubbery trimmed, maintained, and watered; must remove leaves, weeds and debris; must promptly remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Landlord/Agent is responsible for replacement of or repairs to structural elements of the building, major appliances (including washers and dryers) and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding, trims, and clearing of gutters); railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if notification to the Landlord/Agent is impractical or impossible, the Tenant may request reasonable and necessary repairs to alleviate the emergency condition at Landlords expense; Tenant must immediately (within 24hours) notify the Landlord in writing of such repairs.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord/Agent. It is further agreed and understood that in the event the items described as Tenant’s responsibilities in this lease are not properly maintained in accordance with the terms hereof, after ten (10) days’ written notice from the Landlord/Agent to Tenant of the need for maintenance if the maintenance is not performed, the Landlord/Agent has the right to complete the necessary maintenance and charge the Tenant for the expenses incurred. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant’s responsibilities as a breach of this Lease and may elect to terminate this Lease. Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, his family, guests, employees, invitees or pets.

If Tenant and Landlord/Agent make arrangement for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled. Tenant shall be responsible for any charges incurred for the Tenant’s failure to meet vendor as scheduled.

**ALTERATIONS**

14. Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent.

**VEHICLE PARKING**

15. No motor vehicle, trailer, or other such vehicle may be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, if provided, or on the street, or as regulated by the Common Ownership Community named in Paragraph nine (9). In addition to the premises, Landlord hereby leases to Tenant, and Tenant here by leases from Landlord parking space # . In addition, Tenant may not park on the property, the street in front of the property, or within 100 yards of the property, a camper, RV, boat, trailer, or any vehicle whose gross vehicle weight exceeds 7500 lbs. without the written permission of the Landlord/Agent.

**INSURANCE**

16. a. Tenant acknowledges that the Landlord’s insurance policy does not provide coverage for Tenant’s belongings or public liability. Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire insurance policy covering the same. **Tenant is required to obtain Renter’s Insurance which provides public liability, and protects Tenant’s personal belongings. Tenant shall provide to Landlord/Agent a certificate of such insurance at time of occupancy.**

**Tenant Initials:** \_\_\_\_\_

**HOLD HARMLESS**

17. Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or stream that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord’s negligence or violation of law as determined by a court of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord negligence as determined by the local Landlord-Tenant Affairs office or a court of law.

**INSPECTIONS/LANDLORD/AGENT ACCESS TO PREMISES**

18. Landlord/Agent may enter the premises after due notice (24 hours) to the Tenant and without Tenant objection in order to examine the same to inspect, make necessary repairs, decorations, alterations or improvements or to supply services during normal business hours. Landlord/Agent may enter the premises after due notice (24 hours) to Tenant and without objection for good cause from Tenant to exhibit the premises to prospective purchasers, mortgagees, or tenants during normal business hours, including weekends, except as otherwise may be agreed upon by the Landlord/Agent and the Tenant. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation and may enter after 24 hours notice to the Tenant if the Landlord/Agent has good cause to believe the Tenant may have damaged the premises or may be in violation of City, County, State, or Federal law. Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.

Furthermore, Tenant understands and agrees that Tenant is under the same obligation as Landlord/Agent to regularly inspect the property for potential defects, necessary repairs, non-working smoke detectors, and any other item that may cause harm to the property, the occupants, service personnel, and/or anyone visiting the property. Said inspection shall include but not be limited to interior and exterior paint; all windows, doors, and cabinetry; door and window locks; carpeting and flooring; light fixtures and other electrical outlets; appliances; HVAC equipment; railings and handrails; fireplaces and chimneys; plumbing including faucets, drains, tub caulking, filters and toilets; retaining walls, fences, walkways, driveways, patios and decks; gutters, downspouts, and exterior drains; roofs; and the yard including trees and shrubs. Tenant shall report inspection results to Landlord/Agent.

During the last sixty (60) days of the term of this Lease or any extension thereof; Landlord/Agent may put the premises on the market for sale or rent and may place a “For Rent” or “For Sale” sign on the premises. Tenant agrees to cooperate with Landlord or his Agent in showing the property. Tenant is advised that on occasion he or she may be asked to exhibit the premises on less than twenty-four (24) hours notice.

**Tenant Initials:** \_\_\_\_\_

**DEFAULT**

19. a. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord/Agent can at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, servants, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord/Agent, the Common Ownership Community identified in Paragraph 10 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination, and this Lease must terminate on the last day of the first complete month following delivery of such notice. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law, may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

b. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may avail himself of any remedy available under this Lease and/or applicable law.

**WAIVER CLAUSE**

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

**TERMINATION-HOLD OVER**

21. a. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days’ written notice of termination in advance of the Rent Due Date. The thirty (30) days notice period shall begin on next Rent Due Date. If Tenant holds over after the expiration of the term of this Lease, he shall, with the Landlord/Agent’s consent and in the absence of any written agreement to the contrary, become a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease remain in full force and effect.

b. If Tenant holds over (fails to vacate) the premises after proper notice, Landlord/Agent may hold the Tenant accountable for rent for the period of the holdover and for consequential damages due to an incoming Tenant’s inability to enter the premises because of Tenant’s holdover occupancy.

### **MOVE-OUT INSPECTION/SURRENDER OF PREMISES**

22. a. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the premises in good and clean condition, free of trash and debris, and have all carpets professionally cleaned providing a receipt at time of move-out. Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks. Until keys are returned, Tenant will be considered in possession of the property and rent will be due until the keys are returned.

b. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the premises if Tenant notifies Landlord by certified mail at least thirty (30) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant of the time and date when the premises are to be inspected. The inspection date shall occur within three (3) business days after the Tenant's stated date of intended moving as designated in Tenant's notice. It is understood and agreed by the Tenant that the inspection is not complete until the Landlord has approved the inspection.

### **ABANDONED PROPERTY**

23. Any personal property which is left on the premises after termination of the tenancy shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

### **DESTRUCTION**

24. If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs will be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

### **SUBORDINATION**

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

The Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request therefore from the Landlord or the lender(s), the Landlord will have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to become a tenant to any subsequent owner of the Property.

### **ESTOPPEL CERTIFICATE**

26. Tenant will, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

### **EVICTIION ASSISTANCE**

27. In the event the Tenant is evicted by Judicial process, the Tenant has a right to request, at the Tenant's own expense or with financial assistance from the local City, County, or State authorities eviction assistance, if such assistance is available, moving services and storage accommodations by making the request before or immediately after the entry of Judgment if moving services and storage accommodations are not otherwise available to the Tenant.

### **AGENCY**

28. The Owner recognizes Cabell Reid LLC. as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent. The Owner acknowledges Cabell Reid LLC. as his/her Agent with respect to this Lease and as the procuring cause thereof.

### **MANAGEMENT**

29. These premises will be managed by Cabell Reid LLC. (Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not to be liable or responsible for the funds after they are transferred to Owner. Owner must abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

### AUTHORIZATION TO INSTALL KEYBOX

30. The undersigned Tenant agrees that the Landlord/Agent, during the last sixty (60) days of this Lease Agreement or any extension thereof, may install a Keybox on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the local Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Keybox unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

**Tenant Initials:** \_\_\_\_\_

### TRANSFER OF LANDLORD

31. It is agreed by the parties that if the Landlord returns to the Washington Metropolitan area for any reason (employment, medical, marriage, retirement, discharge from the military, etc.), the Landlord shall have the right to terminate this Lease by giving the Tenant at least \_\_\_\_\_ days' Notice in writing whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord within the termination time period.

### EARLY TERMINATION/EXCHANGE BY TENANT

32. a. **Reasonable cause beyond Tenant's control.** The initial term of this Lease may be terminated upon thirty (30) days' written notice in advance of the Rent Due Date to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control. The thirty (30) days notice period shall begin on next Rent Due Date. Tenant shall provide Landlord with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage holder or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon particular circumstances. In the event of the termination under this covenant, Tenant shall pay a termination charge equivalent to one (1) month's rent at the rate in effect as of the termination date, plus redecorating costs and reasonable advertising costs. The termination fee charged is to be in addition to rent due and owing through said termination date and rent due during the notice period.

b. **Reason within Tenant control.** If Tenant elects to voluntarily terminate this Lease during the initial term or any extension (for example, house purchase, voluntary job change, marriage) sixty (60) days written notice in advance of the rent due date to quit and vacate – the sixty (60) days notice period shall begin on next Rent Due Date – shall be given to Landlord/Agent. In the event of the termination under this covenant, Tenant shall pay a termination charge equivalent to one (1) month's rent at the rate in effect as of the termination date. Said termination charge shall first be applied to any leasing fee that the owner must pay to re-lease the property. Tenant shall be responsible for rent payment during that period. Furthermore, in addition to the termination charge, Tenant shall be responsible for redecorating, expenses and reasonable advertising costs, lost rent and other expenses incurred by the Landlord/Agent as a result of Tenant's premature termination of this Lease. Landlord/Agent is not obligated to provide Tenant notice that the dwelling unit has been re-rented. Upon re-rental, Tenant will be held secondarily liable for default(s) by subsequent Tenant(s) in payment of rent during the balance of the initial term of this Lease.

Landlord/Agent is under no obligation to rent Tenant's vacant dwelling unit before any other vacant dwelling unit in the rental facility.

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

d. **Exchange of Tenant.** In the event Landlord/Agent agrees to allow the exchange of one or more tenant(s) on an existing Lease and one or more of the current tenant(s) continue to remain on the Lease after this exchange, Tenant agrees to pay a charge equal to \$250 for each exchange.

### SUBLET/ASSIGNMENT

33. Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of a service charge to the Agent equal to **one month rent**, defraying Landlord/Agent's expenses incidental to processing the application for assignment or subtenancy. In addition, **any costs incurred by the Landlord as a result of the subletting/assignment will be the responsibility of the Tenant.** In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

### **EARLY TERMINATION OF OCCUPANCY**

34. The Tenant shall not be released from liability for rent and other charges due under this Lease unless the Landlord/Agent agrees in writing to the release the Tenant from such liability.

### **REQUIRED LICENSES**

35. The Landlord affirms that the rental facility is licensed in accordance with local law.

### **RENT INCREASES**

36. a. Frequency and Amount. After the initial term of this Agreement, Landlord may, from time to time and to the maximum extent permitted by law, increase rent for the demised premises. Rents may only be increased once per twelve (12) month period.

b. **Notice.** Sixty (60) days' prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept less than the rent payment called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.

c. **Acceptance.** Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof Tenant must so notify the Landlord/Agent within thirty (30) days of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord's notice under (b) above.

### **MISCELLANEOUS**

37. a. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

b. If this Lease contains a Lease Option Agreement, then it is expressly agreed that **THIS IS NOT A CONTRACT TO BUY.**

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

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

e. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

f. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

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

h. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

### **NOTICE AND SERVICE OF PROCESS**

38. Unless otherwise designated as required by law, the names, addresses and telephone numbers of the Landlord and agent are set forth below. Notice to and service upon the agent shall constitute notice to and service upon the Landlord.

### **RECEIPTS**

39. Landlord agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, if payment is not in cash or with a money order, upon Tenant's request for a receipt.



**REVIEW OF LEASE**

40. The Tenant acknowledges that prior to signing this Lease Agreement, the Landlord delivered to the Tenant a copy of the proposed Lease in blank and that the Tenant was given an opportunity to examine said proposed Lease at the premise of his choosing.

41. **LEAD PAINT: Housing built before 1978 may contain lead-based paint.** Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

42. **KEYS:** Tenant will be provided with two (2) full sets of keys. Tenant agrees to a key deposit of \$ 0 for security keys associated with the property. Failure to return keys to Agent by **NOON** of the day after expiration of the lease will result in a minimum deduction, from Tenant's security deposit, of \$100.00 plus the cost of changing locks. **Please note that you are considered in possession of the property until keys are returned and will be charged rent accordingly.**

**JOINT AND SEVERAL LIABILITY**

43. Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

**COSTS OF ENFORCEMENT**

44. The Tenant shall pay all costs, expenses, fees, and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees and the Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

**ADDITIONAL PROVISIONS**

45. Further Provisions and Additions:

**Montgomery County Properties Only**

**TWO-YEAR LEASE OFFER**

46. Montgomery County law requires landlords, unless there is a reasonable cause otherwise, to offer all prospective tenants lease agreements for initial terms of two (2) years. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this lease, the Tenant hereby acknowledges that: (initial and date one of the following options)

- \_\_\_\_\_ a. I was offered and accepted a two-year lease term by the landlord.
- \_\_\_\_\_ b. I was offered but rejected a two-year lease term by the landlord.
- \_\_\_\_\_ c. I received a copy of a written statement in which the landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Commission on Landlord-Tenant Affairs.

**District of Columbia Properties Only**

47. TENANT ACKNOWLEDGES THAT PRIOR TO EXECUTION OF THIS LEASE BY TENANT, LANDLORD HAS ADVISED TENANT THAT, PURSUANT TO SECTION 205 OF THE DISTRICT OF COLUMBIA RENTAL HOUSING ACT OF 1985, RENT INCREASES FOR THE PREMISES ARE NOT REGULATED BY THE STABILIZATION PROGRAM (I.E. RENT CONTROL PROGRAM) OF THAT ACT, AND THAT THE PREMISES ARE EXEMPT FROM SAID RENT STABILIZATION PROGRAM. A COPY OF THE EXEMPTION FORM AND CERTIFICATE OF REGISTRATION EXEMPTION, BOTH DATE STAMPED AS RECEIVED BY THE RENTAL ACCOMMODATION AND CONVERSION DIVISION, ARE ATTACHED TO THIS LEASE AND ARE DELIVERED TO TENANT.

- This property is exempt from the rent stabilization program
- This property is not exempt from the rent stabilization program

**Tenant Initials:** \_\_\_\_\_

48. Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulation of the District of Columbia: Chapter 3; Section 101; and Section 106.

**Tenant Initials:** \_\_\_\_\_

**EMERGENCY NUMBER**

49. In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: **301-263-0880**.

**ADDENDUM**

50. Addendum attached: Yes ( ) No ( ) Number of Pages ( )

**IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.**

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Cabell Reid LLC. Date

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**



**Property Address:**

**LEAD WARNING STATEMENT**

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

**SELLER'S/LANDLORD'S DISCLOSURE (initial)**

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

( ) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(x) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) **Records and reports available to the seller/landlord (check one below):**

( ) Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(x) Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)**

\_\_\_\_ (c) Purchaser/Tenant has read the Lead Warning Statement above

\_\_\_\_ (d) Purchaser/Tenant has received copies of all information listed above. ( ) Yes ( ) No (x) none listed

\_\_\_\_ (e) Purchaser/Tenant has received the pamphlet **Protect Your Family From Lead in Your Home** (x)Yes ( ) No

\_\_\_\_ (f) Purchaser has (check one below):

( ) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(x) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGMENT (initial)**

\_\_\_\_ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Cabell Reid LLC. Date

\_\_\_\_\_  
Tenant Date



**MARYLAND LEAD PAINT ADDENDUM**

This Addendum made and entered into on this \_\_\_\_\_ by and between, \_\_\_\_\_ (Landlord), and \_\_\_\_\_ (Tenant), is to verify that all information on lead-based paint and lead-based paint hazards are fully disclosed.

**Property Address:**

**LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. Further, under Maryland’s Lead Poisoning Prevention Program, owners/agents of property constructed prior to 1950 must provide you with a lead poisoning information packet and also comply with all federal disclosure rules. The owner’s obligations under Maryland law include but are not limited to, testing, clean-up, inspection and certification with the Maryland Department of the Environment.

**LESSOR’S DISCLOSURE (Initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):  
( ) Known Lead-based paint and/or lead-based paint hazards are present in housing. (Explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(X) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to Lessor (check one below):  
\_\_\_\_\_  
\_\_\_\_\_

( ) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

(X) Lessor has no reports or records pertaining to lead-based paint hazards in housing.

\_\_\_\_\_ (c) Knowledge of flaking, loose or peeling paint.  
(X) Lessor has no knowledge of chipping, flaking, peeling or deteriorating paint in the premises.  
( ) Lessor has knowledge of chipping, flaking, peeling or deteriorating paint in the premises.

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**LESSEE’S ACKNOWLEDGEMENT (initial)**

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.  
\_\_\_\_\_ (d) Lessee has received the pamphlet Protect your Family from Lead in Your Home  
\_\_\_\_\_ (e) Lessee has received Notice of Tenant’s Rights required by Md. Env., Art. 6-823.

**AGENT’S ACKNOWLEDGMENT (initial)**

\_\_\_\_\_ (f) Agent has informed the Lessor of their obligation under 42 U.S.C. 4582(d),  
Lessor is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Cabell Reid LLC Date

\_\_\_\_\_  
Tenant Date

## Lead Disclosure Form

**Federal Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### **Property Address:**

The District of Columbia “Lead-Hazard Prevention and Elimination Act of 2008,” as amended (the “Act”), D.C. Official Code #8-231.0 et seq., requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contact for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner’s agent of (Insert Full Address of Property): \_\_\_\_\_ and affirm that the following answers state what I reasonably know about my property.

### **Check One Box Under A, B, and C Below:**

#### **A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:**

(        ) Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

(        ) To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

(        ) While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there because the dwelling unit was constructed prior to 1978.

#### **B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:**

**(Note: The following definitions must be followed to comply with District law.)**

#### **District of Columbia Definition of Lead-Based Paint Hazard:**

“Lead-based paint hazard”, means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code #8-231.01 (22).

**Definition of Presumed Lead-Based Paint:**

“Presumed lead-based paint”, means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code #8-231.01 (32).

( ) I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable) at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):

( ) To my knowledge, lead-based paint hazards are not present, nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record I have about the absence of lead-based paint hazards at this property.

**C. Check one of the following 2 statements that accurately describes whether any government action is currently pending with respect to your property or unit:**

( ) There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

( ) There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

**By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act’s requirements that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code #8-231.15 (b) and #8-231.16(b).**

\_\_\_\_\_  
Name of Owner or Owner’s Authorized Agent

\_\_\_\_\_  
Date

# ACKNOWLEDGEMENT FORM

## **Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards and/or Pending Government Actions**

**Property Address:**

**Lessee's Acknowledgement:**

(        ) I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date):        .

(        ) I confirm that I have received the pamphlet, **Protect Your Family From Lead in Your Home**, and that I received it on (insert date):        .

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Date

**Prospective Purchaser's Acknowledgement:**

(        ) I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date)        .

(        ) I confirm that I have received the pamphlet, **Protect Your Family From Lead in Your Home**, and that I received it on (insert date):        .

\_\_\_\_\_  
Prospective Purchaser's Signature

\_\_\_\_\_  
Date

**Agent's Acknowledgement:**

(        ) I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date



