



### City of Gaithersburg Lease

**THIS LEASE**, is made \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_  
(as Agent for) Landlord (hereinafter referred to as "Landlord" or "Landlord/Agent") and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Tenant").

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as \_\_\_\_\_ Montgomery County,

Maryland, for the term of \_\_\_\_\_

beginning on the first day of \_\_\_\_\_, \_\_\_\_\_ and ending on the last day of \_\_\_\_\_, \_\_\_\_\_

at a total rent of \$ \_\_\_\_\_ payable in equal monthly installments of \$ \_\_\_\_\_ in advance

on the 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 \_\_\_\_\_ at \_\_\_\_\_

(or at such other place as Landlord/Agent 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 use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments 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.

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.

1. **Pro Rata Rental Payments.** 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 \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_.

2. **Additional Charges.** 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 ten (10) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the ten (10) 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. 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 state 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.

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3. **Security Deposit.** In accordance with the Annotated Code of Maryland, Real Property Article, 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 on any rent or unpaid utility 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, the Tenant's family, guests, employees, agents, 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 must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. **The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the deposit to the Tenant together with simple interest, which will accrue in the amount that is set by the Annotated Code of Maryland Real Property Article Section 8-203(e)(1) per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security with Landlord/Agent, provided the said security deposit is Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.**

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 to repair damages to the premises.

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 new Landlord/Agent, 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 sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

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

4. **Possession.** 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.

5. **Acceptance of Property.**

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. List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord 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

c. Landlord's covenant to repair and express warranty of habitability. Montgomery County Code Chapter 8, "Building;" Chapter 22, "Fire Prevention;" Chapter 26, "Housing and Building Standards;" and Chapter 59, "Zoning," are incorporated by reference into this Lease.

6. **Uses/Authorized Occupant.** 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 disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local laws and ordinances.

**Guests.** Persons visiting Tenant may not reside at the premises for more than two (2) weeks 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.

7. **Common Ownership Community Rules and Regulations.** 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. In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. 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.

8. **Pets.** The Tenant is not allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenants who have pets agree to pay the cost of having the demised premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant is encouraged to obtain a receipt of work performed. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is authorized to have pets:

\_\_\_\_ Yes \_\_\_\_ No # ALLOWED \_\_\_\_\_ TYPE OF PET(S) \_\_\_\_\_ WEIGHT \_\_\_\_\_

9. **Maintenance.** 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 caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; clearing of gutters and downspouts, window wells and drainage areas; cleaning of carpets, 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 is responsible for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant shall be responsible for cutting and watering the grass as necessary. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly.

Tenant must not refinish or shellac the wood floors and shall keep them waxed. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep grass trimmed and maintained; must remove leaves 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 and trims); and hand 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 Landlord's expense; Tenant must immediately 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 written 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 up to a maximum of \$50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of \$250.00 for total maintenance costs per annual lease term. 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. 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 make arrangements 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.**

Except for those responsibilities assumed by the Tenant as described elsewhere in Paragraph 9, the Landlord acknowledges his responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance. The Gaithersburg City Ordinances regarding buildings, fire prevention, housing standards and zoning, as amended, are incorporated herein as an express warranty of habitability and covenant to repair.

10. **Utilities.** Tenant must pay utility charges as marked and make all required deposits: (Check all that apply)

Gas  Electric  Water/sewer  None  Other (specify) \_\_\_\_\_

Additionally, Tenant is responsible for trash removal charges if a private hauler provides that service and the premises is not located in a County trash 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. Landlord is not required to install cable, phone lines, jacks, cable wiring or multiple phone line access.

In the event that refuse collection for the property is billed to the Landlord/Agent by the applicable jurisdiction in the Real Estate Tax bill, then Tenant shall pay for the refuse charge reflected in said Tax bill and any subsequent increase during the term of this Lease. Payment of same shall be made when demanded by Landlord/Agent. The present (annual) (monthly) refuse collection charge is \$ \_\_\_\_\_ which Tenant shall pay on a \_\_\_\_\_ basis.

11. **Smoke Detectors.**

a. 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 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.

**b. This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.**

12. **Alterations.** 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 satellite dishes or pay television devices and wiring; 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.

13. **Vehicle Parking.** 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 seven (7).

14. **Sublet/Assignment.** 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 \$ \_\_\_\_\_ service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or subtenancy. 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.

The provisions herein notwithstanding, if the leased premises is a condominium or cooperative, and the legal documents and rules and regulations of the Association named in Paragraph 10 prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

15. **Insurance.**

a. *Landlord's insurance policy does not provide tenant coverage for personal 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 premises.*

b. *Tenant is strongly encouraged to obtain Renter's Insurance to protect Tenant's personal belongings and for public liability.*

16. **Hold Harmless.** 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, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation 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's negligence.

17. **Landlord/Agent Access to Premises.**

a. Landlord may enter the premises, after giving due notice (24 hours) to the Tenant and the Tenant has not unreasonably objected to, to make necessary repairs, decorations, alterations or improvements; supply services only by mutual agreement during normal business hours, except in an emergency; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants only during normal business hours, including weekends, except as the Landlord and Tenant otherwise agree. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.

b. Landlord/Agent may enter the premises after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection; or when the Landlord has good cause to believe that the Tenant may have damaged the premises or may be in violation of 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.

c. During the last two months 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/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.

d. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation and may enter after due 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 Chapter 13 of the Gaithersburg City Code. Any request for service from Tenant is construed to mean that permission to enter the premises has been granted.

During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord/Agent may enter the premises to exhibit the same to other persons and to place a "For Rent" or "For Sale" sign thereon. Tenant agrees to cooperate with Landlord or his Agent in showing the property.

18. **Default.**

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, guests, or employees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any

rule, regulation, or ordinances issued or promulgated by the Landlord/Agent, the Common Ownership community identified in Paragraph 7 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 sending via first class mail to the Tenant a thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination.

b. However, in the event the breach of lease involves behavior by the Tenant or a person on the subject premises with the Tenant's consent, which demonstrates a clear and imminent danger of the Tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the premises, the Landlord/Agent has the right to terminate this Lease by giving to the Tenant or person in possession personally or via first class mail a fourteen (14) day written notice to quit and vacate the premises containing in said notice the basis for the termination. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

c. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property.

19. **Court Awarded Legal Fees.** In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.

20. **Retaliatory Eviction.**

a. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

b. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

21. **Waiver Clause.** 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 an extended period of time.

22. **HoldOver/Termination**

a. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be 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 shall remain in full force and effect.

b. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other one calendar month's (two calendar months if the premises is a condominium, cooperative or multi-family dwelling unit) written notice of termination prior to the Rent Due Date of the last month of occupancy.

c. Failure to vacate the premises after proper notice may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of \_\_\_\_\_ % of the last rent charged if Tenant holds over without Landlord/Agent's consent.

23. **Move-Out Inspection/Surrender of Premises.**

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 broom-clean condition, free of trash and debris; however, 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.

b. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) 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 by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the date of intended moving as designated in Tenant's notice.

24. **Abandoned Property.** 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.

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

26. **Subordination.** 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 documents(s), which the Landlord or lenders(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 the written request from the Landlord or the lenders(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.

27. **Estoppel Certificate.** 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.

28. **Eviction Assistance.** General information and assistance is available from the Office of Landlord-Tenant Affairs for the City of Gaithersburg.

29. **Agency.** The Owner recognizes (Brokerage) \_\_\_\_\_ 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.

30. **Management** These premises will be managed by \_\_\_\_\_ (Owner)(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 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.

31. **Authorization to Install Keybox.** 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/herself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area 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.

32. **Cancellation by Tenant in Initial Term.** Reasonable Cause beyond Tenant's control. The initial term of this Lease may be terminated upon thirty (30) days written notice to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from 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 earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date.

33. **Military Clause.** In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be 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 in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. This clause also applies to those persons who receive orders releasing them from military service. The Landlord/Agent will refund the security deposit less deductions for unpaid rent and damages, if any, within 30 days of the date of termination. These provisions apply as well to dependents of tenants who are members of military service at the time a lease is signed or who subsequently enlist into the military service.

34. **Required Licenses.** The Landlord affirms that the rental facility is licensed in accordance with Montgomery County law. Licensing information can be obtained from the City of Gaithersburg.

35. **Rent Increases.**

a. **Frequency and Amount.** Rent may not be increased more than once per twelve (12) month period.

b. **Notice.** 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. 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. 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 give written notice to the Landlord/Agent on the 1st of the month in which the tenancy or intended tenancy will expire of his intention to so vacate and must then vacate by the end of the initial term or any extension thereof.

c. **Each written rent increase notice must contain the following:**

- (1) The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
- (2) The effective date of the proposed rent increase.
- (3) The applicable rent increase guideline issued under section 29-53 of the Montgomery County Code.
- (4) A notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive.
- (5) Other information as the landlord deems useful in explaining the rent increase.

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36. **Miscellaneous.**

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, the lease must state on its face: THIS IS NOT 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 the Tenant 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.

37. **OFFER OF TWO YEAR LEASE – MULTI FAMILY RENTAL UNITS ONLY**

Not applicable to condominiums, cooperatives and single family rental facilities.) Montgomery County and Gaithersburg City law requires Landlords, unless there is a reasonable cause otherwise, to offer all prospective Tenants lease agreements for an initial term 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 option below):

a. I was offered and accepted a two-year lease term by the Landlord, and I understand I may receive a rent increase after twelve months from the commencement of the lease term not to exceed ten percent (10%) subject to Section 13-20(e) of the Gaithersburg City Code. \_\_\_\_\_ Date \_\_\_\_\_

The rent for the second year will be \$ \_\_\_\_\_ /per month commencing on \_\_\_\_\_ , \_\_\_\_\_ .

b. I was offered but rejected a two-year term by the Landlord. \_\_\_\_\_ Date \_\_\_\_\_

c. I received a copy of a written statement in which the Landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Office of Landlord-Tenant Affairs. \_\_\_\_\_ Date \_\_\_\_\_

38. **Notices and Services of Process.**

a. 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. In the event that the Landlord/Agent changes address, the Landlord/Agent must notify the Tenant in writing within 10 days of the change. Whenever the ownership of the rental property changes hands, the transferor must notify the Tenant of the name, address and office location of the transferee within 10 days of the change. If the transferee is a corporation, the transferor must list the most current name and address of the resident agent of the corporation.

b. 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. Any notice, other than any notice regarding the final move-out inspection, is deemed received upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage prepaid.

39. **Receipts.** Landlord/Agent 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. This Lease shall serve as a receipt for the aforementioned security deposit.

40. **Emergency Number.** 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: \_\_\_\_\_

41. **Additional Provisions.** Further Provisions and Additions:

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

42. **Addendum attached.** Yes \_\_\_\_ No \_\_\_\_

**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 REALTOR® FIRM

\_\_\_\_\_  
Tenant Date By Agent Date