



**The City of Gaithersburg Multi-Family, Single-Family, Condominiums and
Cooperative Rental Property Lease Addendum**
(For use with State of Maryland and Montgomery County Leases)

Special provisions attached to and hereby made a part thereof, the Lease dated _____ ,
for the property located at _____ ,

between _____ ,

_____ , Tenant
and _____ , Landlord/Agent.

The provisions of this addendum shall supersede any provisions to the contrary in the Lease.

1. Acceptance of Property:

A. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas (just the leased premises in the case of a condominium or cooperative housing structure) 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 has been given an opportunity to examine the premises, and has found premises to be in satisfactory condition, unless otherwise specified herein. Tenant agrees that no representations or warranties as to the condition of the premises have been made; and that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing.

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.

2. Responsibility for Repairs:

Except for those responsibilities assumed by the Tenant as described elsewhere in Paragraph 9, the Landlord acknowledges 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.

3. Eviction Assistance:

General information and assistance is available from the Office of Landlord-Tenant Affairs for the City of Gaithersburg (301) 258-6340. In the event of eviction by judicial process, Tenant has the right to request at Tenant's own expense moving services and storage accommodations by making such request prior to or immediately following the entry of Judgment, provided such services and facilities are not otherwise available to Tenant.

4. Required Licenses:

The Landlord affirms that the rental facility is licensed in accordance with City of Gaithersburg law. Licensing information can be obtained from the City of Gaithersburg.

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5. Two-Year Lease Offer:

Only applicable to Multi-Family Dwellings) 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.

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.

_____ 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.

6. Covenant of Quiet Enjoyment:

Landlord represents and warrants that Tenant, while paying the rent and performing its other covenants and obligations and agreements in this Lease and subject to the terms and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without interruption from Landlord, its employees and/or agents or other tenants which conduct or conditions can be legally controlled by the Landlord.

7. Additional Provisions: Further Provisions and Additions:

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 AGENT Date

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