

# Exhibit H(A)

Common Lease DC 3-9-17

## RESIDENTIAL LEASE

\_\_\_\_\_ [410 or 412] Richardson Place, NW, Washington, DC 20001

Landlord and Tenant enter into this lease agreement (this "Lease") as follows:

### 1. IMPORTANT TERMS

Landlord and Tenant agree that the following terms shall have the following meanings:

**Landlord:** Common Living Inc., a Delaware corporation ("Landlord")

**Tenant 1:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Tenant 2:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Tenant 3:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Tenant 4:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Tenant 5:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Tenant 6:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Building:** \_\_\_\_\_ Richardson Place, NW, Washington, DC 20001

**Suite:** \_\_\_\_\_, in the Building.

**Term:** The Lease will be for a term starting on \_\_\_\_\_, and ending on \_\_\_\_\_.

**Rent:** Base Rent is payable at the rate of \$\_\_\_\_\_ per month ("Monthly Basic Rent") to be allocated among and between the above tenants as agreed by tenants ("Allocable Portion of the Monthly Rent") and subject to any addendum hereto. Additional Rent is also payable in the amounts and at the times stated elsewhere in this Lease.

**Amenity/Membership Fee:** Every Tenant shall also pay an Amenity/Membership Fee in the Amount of \$\_\_\_\_\_.

**Deposit:** Tenants have given Owner cash Deposit in the amount of \$\_\_\_\_\_ which will be held in an account in \_\_\_\_\_ Bank, \_\_\_\_\_, New York. The Deposit has been split equally between all Tenants.

**Initial Tenant Bedroom Choice:**

Tenants have chosen to utilize the bedrooms in the Premises in the manner indicated below:

**Tenant 1:** \_\_\_\_\_

**Tenant 2:** \_\_\_\_\_

**Tenant 3:** \_\_\_\_\_

**Tenant 4:** \_\_\_\_\_

**Tenant 5:** \_\_\_\_\_

**Tenant 6:** \_\_\_\_\_

Tenants are free to change the bedroom utilizations indicated above at any time by mutual consent. Nothing herein contained shall require notification to Landlord of such changes.

**Allocable Portion of the Monthly Rent:** Based upon the Tenant bedroom choices indicated above, and the Lease Term chosen, the allocable portion of the Monthly Rent ("Allocable Portion") for each Tenant is as follows:

**Tenant 1:** \_\_\_\_\_

**Tenant 2:** \_\_\_\_\_

**Tenant 3:** \_\_\_\_\_

**Tenant 4:** \_\_\_\_\_

**Tenant 5:** \_\_\_\_\_

**Tenant 6:** \_\_\_\_\_

In the event that Tenants change the bedroom utilization as indicated above, Tenants may request that Landlord change the Allocable Portions from that indicated above. Such notice shall be given by all Tenants requesting such change in the manner prescribed in Section 20(B) of this Lease Agreement and shall be effective as of the start of the next calendar month beginning at least fifteen (15) days after the date of notification.

**Additional Rent:**

Any amount(s) due under or pursuant to any portion of this Lease Agreement other than the Monthly Rent (whether defined as Additional Rent or otherwise).

Additional Rent and Monthly Basic Rent are referred hereto as "Rent."

**2. USE OF THE PREMISES**

In consideration of the mutual covenants and agreements herein contained, Landlord hereby rents to Tenant the Premises, in exchange for Tenants complying with all of the terms and conditions of this Lease Agreement.

Tenants shall use the Premises for their own living purposes only.

Tenants shall not violate 14 DCMR 400.2 Landlordly known as "the Housing Code", which, among other things, prohibits the combined number of tenants and occupants to be more than the number of tenants on a lease.

Tenants shall not violate 14 DCMR 402, or similar statutes and regulations, which, among other things, limits the number of people who may legally occupy an unit of this size.

Tenants understand that the Zoning Regulations of the District of Columbia (11 DCMR) limits the number of residents per unit to no more than six (6) unrelated individuals. Therefore, the maximum number of residents in the Suite shall be no more than six (6) unrelated individuals.

Tenant shall occupy the Premises and Building for residential purposes only. Tenants are expressly prohibited from conducting, operating or running a business or other commercial endeavor inside the Premises or Building.

Assignment of this Lease Agreement is expressly prohibited. Tenants shall not sublet the Premises, part with possession of part or all of the Premises, or Lease or sublease or permit anyone else to occupy the Premises, including, without limitation, temporary or short-term occupancy (e.g., Airbnb or similar arrangements) without Landlord's advance written consent, which consent may be withheld by Landlord in its sole and absolute discretion. Any action contrary to this provision shall be void.

Tenants agree to abide by, and cause its agents, invitees, and guests to abide by, all rules and regulations relating to the Premises now in effect and such as may be promulgated from time to time hereafter by Landlord as set forth in this Lease Agreement, each membership agreement with Landlord entered into by Tenants (as amended from time to time, each, a "Membership Agreement"), the current and effective version of which shall be available in the "Membership" section of the Landlord website (the "Site").

ALL PROPERTY STORED WITHIN THE PREMISES OR THE BUILDING BY TENANTS SHALL BE AT TENANT'S SOLE RISK. IT IS THE TENANT'S DUTY TO PROVIDE INSURANCE COVERAGE ON TENANT'S PROPERTY FOR LOSS CAUSED BY FIRE OR OTHER CASUALTY, INCLUDING, WITHOUT LIMITATION, VANDALISM AND MALICIOUS MISCHIEF, PERILS COVERED BY EXTENDED COVERAGE, THEFT, WATER DAMAGE (HOWEVER CAUSED), EXPLOSION, SPRINKLER LEAKAGE AND OTHER SIMILAR RISKS. THE PREMISES IS PROVIDED FOR

TENANTS' SELF-SERVICE AND IN NO EVENT SHALL LANDLORD BECOME A BAILEE (EITHER VOLUNTARY OR OTHERWISE) OR ACCEPT OR BE CHARGED WITH THE DUTIES THEREOF, OF TENANTS' PROPERTY.

All personal property placed by Tenant in any portion of the Building, including, but not limited to, the Premises or Tenant's motor vehicle, or in the laundry rooms, valet service areas, package and delivery areas, or storage areas, as and if provided by Landlord, is placed at the sole risk of Tenant or the party or parties owning the personal property, and Landlord will not be liable for the loss, destruction, theft or damage to any such personal property except if caused by the direct negligence of Landlord or its agents, servants or employees acting within the scope of their actual authority and employment.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, TENANT AGREES THAT LANDLORD AND AGENT HAVE NOT IN ANY MANNER UNDERTAKEN TO PROVIDE SAFETY AND/OR SECURITY TO TENANT, TENANT'S GUESTS OR OCCUPANTS OR THEIR PROPERTY FROM INJURY, DEATH OR DAMAGE ARISING FROM THE ACTS OR OMISSIONS OF OTHER TENANTS OR OCCUPANTS OF THE COMMUNITY OR ANY OTHER PERSONS WHOMSOEVER. LANDLORD AND AGENT WILL NOT BE LIABLE TO TENANT OR TENANT'S GUESTS OR OCCUPANTS FOR ANY DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY OTHER PERSONS, INCLUDING THEFT, BURGLARY, ASSAULT, VANDALISM, OR OTHER CRIMES, EXCEPT TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING RELEASE OF LIABILITY OF LANDLORD AND EXCEPT IF SUCH DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OF LANDLORD OR ITS AGENTS, SERVANTS OR EMPLOYEES ACTIVE WITHIN THE SCOPE OF THEIR ACTUAL AUTHORITY AND EMPLOYMENT. ALL PERSONAL PROPERTY PLACED BY TENANT IN ANY PORTION OF THE BUILDING, INCLUDING, BUT NOT LIMITED TO, THE PREMISES OR MOTOR VEHICLE, OR IN THE LAUNDRY ROOMS OR STORAGE AREAS AS AND IF PROVIDED BY LANDLORD, IS PLACED AT THE SOLE RISK OF TENANT OR THE PARTY OR PARTIES OWNING THE PERSONAL PROPERTY, AND NEITHER LANDLORD NOR AGENT WILL BE LIABLE FOR THE LOSS, DESTRUCTION, THEFT OR DAMAGE TO ANY SUCH PERSONAL PROPERTY EXCEPT IF CAUSED BY THE NEGLIGENCE OF LANDLORD OR ITS AGENTS, SERVANTS OR EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR ACTUAL AUTHORITY AND EMPLOYMENT. IF ANY EMPLOYEE OF LANDLORD IS REQUESTED BY TENANT OR ANY MEMBER OF TENANT'S HOUSEHOLD TO MOVE, HANDLE OR STORE ANY ARTICLES IN THE STORAGE AREAS OR TO REMOVE ANY ARTICLES FROM THE STORAGE AREA, OR TO MOVE, PARK OR DRIVE ANY MOTOR VEHICLE PLACED IN THE PARKING AREA OR IN THE GARAGE, IF ANY, THE EMPLOYEE WILL BE DEEMED TO BE THE AGENT OF TENANT, AND NEITHER LANDLORD NOR AGENT WILL BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EMPLOYEE.

LANDLORD STRONGLY ENCOURAGES TENANT TO OBTAIN AND MAINTAIN DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION OF THIS LEASE, AT TENANT'S OWN EXPENSE AND FOR TENANT'S PROTECTION, A RENTERS OR HOMEOWNER TENANT POLICY OF INSURANCE WHICH WILL PROVIDE COVERAGE FOR PERSONAL PROPERTY DAMAGE TO PROTECT TENANT, LANDLORD AND AGENT FROM LOSS OR DAMAGE TO PROPERTY ARISING OUT OF OR AS A RESULT OF THEFT, FIRE, VANDALISM AND MALICIOUS MISCHIEF; AND WHICH WILL FURTHER PROVIDE PERSONAL LIABILITY COVERAGE TO PROTECT TENANT, LANDLORD AND AGENT FROM CLAIMS FOR PERSONAL INJURY TO ANY PERSON INJURED IN OR ABOUT TENANT'S PREMISES. LANDLORD STRONGLY ENCOURAGES TENANT TO OBTAIN AND MAINTAIN, IF AVAILABLE, AN ENDORSEMENT TO SUCH INSURANCE POLICY WHICH WILL PROVIDE COVERAGE FOR WATER DAMAGE TO TENANT'S PROPERTY AS A RESULT OF SEWER BACK-UP AND CERTAIN OTHER WATER HAZARDS NORMALLY EXCLUDED FROM RENTERS OR HOMEOWNER TENANT'S POLICIES. IT IS UNDERSTOOD THAT TENANT'S PERSONAL PROPERTY IS NOT COVERED BY LANDLORD'S INSURANCE FOR

ANY LOSS AND THAT LANDLORD AND AGENT ARE NOT PROVIDING FOR THE BENEFIT OF TENANT ANY TYPE OR FORM OF INSURANCE POLICY. IT IS FURTHER UNDERSTOOD THAT NEITHER LANDLORD NOR AGENT IS RESPONSIBLE FOR ANY WATER DAMAGE TO TENANT'S PROPERTY, WHETHER THE DAMAGE RESULTS FROM WATER ENTERING THE PREMISES AS A RESULT OF RAIN, THE ROOF OR WALLS LEAKING, SEWER BACKUP, RADIATOR LEAKAGE OR OTHER WATER HAZARD UNLESS CAUSED BY LANDLORD'S NEGLIGENCE OR THE NEGLIGENCE OF LANDLORD'S AGENTS, SERVANTS OR EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR ACTUAL AUTHORITY AND EMPLOYMENT.

Tenants shall not cause or permit the installation of any lock, deadbolt or other locking device or mechanism that controls the entrance door to any individual bedroom ("Bedroom Door") within the Premises. Tenants may use previously installed locking doorknob to lock an individual Bedroom Door from the inside, while such person(s) is/are in the Premises. Tenants shall not change or replace any such locking doorknob.

Codes provided by Landlord for use by the Tenant to access the Building or Premises are for Tenant's use only and may not be shared or otherwise distributed.

### **3. RENT**

Tenants shall pay Landlord the Monthly Rent, in advance and each Tenant shall pay their Allocable Portion of the Monthly Rent, on the first day of each month that this Lease Agreement is in effect; provided that with respect to any partial calendar month at the beginning or end of a Term, such fee shall be prorated for the number of days during such period. In addition, at the end of the Term, Tenants shall pay Landlord a one-time only fee of \$100 to cover the costs of cleaning the Tenants' bedroom. Such fee shall be deducted from the refund of a Tenant's Move-in Deposit pursuant to section 7(F) of this Lease Agreement. All sums, if unpaid when due, shall bear interest from such date until paid at the maximum legal rate of interest allowable on the date of this Lease Agreement. Each Tenant agrees and affirms that Landlord is authorized to automatically charge a designated credit card or debit a designated bank account, or to process payment with any other applicable third party payment processor, for their Allocable Portion of the Monthly Rent ("Recurring Payment"). Each Tenant further agrees to notify Landlord promptly of any changes to Tenant's credit card or debit card account, including but not limited to changes to Tenant's credit card or debit card account number, expiration date, and/or billing address. Each Tenant further agrees to promptly notify Landlord if Tenant's credit card or debit card expires or is canceled for any other reason. Each Tenant represents and warrants that he or she is an authorized user of the credit card, debit card, or third party payment processor platform account used to pay his or her Allocable Portion of the Monthly Rent. Each Tenant acknowledges and agrees to provide Landlord with a name, billing address and other information necessary to allow Landlord to complete Recurring Payments made using a credit card, a debit card, or a third-party payment platform, or as required by other applicable law and to pay any processing charges incurred by Landlord.

With respect to any Tenant, Landlord shall not be entitled to increase the Monthly Rent and their Allocable Portion of the Monthly Rent during the Term of the Lease.

TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE MONTHLY RENT; provided, however, that Landlord will not seek to hold any individual Tenant liable for more than their Allocable Portion of the Monthly Rent for any month or portion of a month in which that Tenant has legal occupancy of the Premises, subject to the exception below, under "Tenant Replacement".

#### **4. LENGTH OF LEASE, TERMINATION BY TENANTS OR LANDLORD, LEASE RENEWAL**

The Term of this Lease Agreement shall be as set out above in Section 1.

A Tenant shall not be entitled to terminate this Lease Agreement during its Term without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion. This Lease Agreement shall remain in full force and effect until the End of Term, and such Tenant will be liable for their Allocable Portion of the Monthly Rent through the End of Term.

This Lease Agreement shall terminate at the conclusion of the Term without any requirement that the Tenant provide notice to the Landlord or Landlord provide notice to Tenant. Landlord may increase Monthly Rent and or Allocable Portion of the Monthly Rent at the expiration of the Lease Agreement. Lease Renewal must be pursuant to a fully executed Lease Agreement. The Effective Date for Lease Renewal must be the day following the End of Term. Lease Renewal is at the discretion of Landlord and may be withheld in Landlord's sole and absolute discretion.

Landlord may terminate this Lease Agreement on the terms set forth in Section 16 herein, "Tenant Default".

#### **5. TENANT REPLACEMENT**

If a Tenant leaves or if Landlord does not agree to allow a Tenant to renew or is terminated, such will hereinafter be referred to as a "Tenant Loss". In the event of a Tenant Loss or Tenant Losses, the remaining Tenants or Tenant will hereinafter be referred to as the "Remaining Tenants".

In the event of a Tenant Loss, this Lease Agreement will nevertheless remain in full force and effect for Landlord and the remaining Tenants or Tenant. In such case, Landlord will not seek to hold any individual Tenant liable for more than his or her Allocable Portion of the Monthly Rent for any month or portion of month in which that Tenant has legal occupancy of the Premises, subject to the exceptions below.

In the event of a Tenant Loss or multiple Tenant Losses, Landlord may, at its sole option, select another Tenant to fill any of the open Tenant contract slots in this Lease Agreement, and such new Tenant will hereinafter be referred to as a "Replacement Tenant". Replacement Tenant shall be indicated in an addendum to which must be consented to by Remaining Tenants ("Tenant Replacement Addenda"). Replacement Tenant shall assume all rights and obligations under this Lease Agreement.

Landlord expects that the Remaining Tenants will consent to the Replacement Tenant. If the remaining Tenants do so consent to the Replacement Tenant, then Landlord will not seek to hold any individual Tenant liable for more than his or her Allocable Portion of the Monthly Rent for any month or portion of month in which that Tenant has legal occupancy of the Premises. If the remaining Tenants do NOT consent to the Replacement Tenant, then Landlord reserves its right to hold the Remaining Tenants jointly and severally liable for the Monthly Rent going forward from the first full month after the Replacement Tenant is presented, until the Remaining Tenants consent to a subsequent Replacement Tenant. Landlord does not have to present more than one Replacement Tenant.

Once the Replacement Tenant has been added to the Lease, then the Replacement Tenant will thereafter be referred to and considered a Tenant.

## **6. DEPOSIT**

Tenants shall deposit with Landlord, in the aggregate, an amount equal to Allocable Portion of the Monthly Rent plus the Amenity/Membership Fee ("Deposit").

Each Tenant agrees and affirms that Landlord is authorized to automatically debit a designated bank account, or to process payment with any other applicable third party payment processor, for Tenant's Deposit. Landlord will notify each Tenant of the name and address of the Bank in which the Deposit is deposited.

If any Tenant does not pay Rent on time, Landlord may, but is NOT required to, apply the Deposit to pay Rent then due. If a Tenant fails to timely perform any other term contained in this Lease Agreement or causes any damage to the Premises or the Building or to any of Landlord's property contained therein, Landlord may apply the Deposit for reimbursement of any sums Landlord may spend, or damages Landlord suffers because of Tenant's failure or do to such damages.

If a Tenant fully performs all terms of this Lease Agreement, pays Rent on time, and timely vacates the Premises and leaves same in good condition as required hereunder, then Landlord will return any Deposit being held to such Tenant as per this section and applicable law.

If Landlord sells or assigns the Lease (as defined in this Lease Agreement), Landlord may give the Deposit to the buyer or assignee. In that event, Tenants will look only to the buyer or assignee for the return of the Deposit and Landlord will be deemed released.

Landlord may put the Deposit in any place permitted by law. The Deposit will bear interest only if required by law.

No Tenant shall use the Deposit to pay the last month's Rent.

## **7. FAILURE OF LANDLORD TO GIVE POSSESSION**

This Lease is conditioned upon Landlord being able to secure possession of the Premises from the existing Tenant(s), if any, by the Commencement Date hereof. If Landlord is unable to deliver possession of the Premises to Tenant(s) at the commencement date for any reason, Tenant's right of possession shall be postponed, without liability on the part of the Landlord to Tenant(s) for any such postponement until the Premises shall be suitable physical condition for occupancy, or until Landlord is able legally to deliver possession, and in the event of such delay, the Allocable Portion of the Monthly Rent herein stipulated (or stipulated on the Addendum to be paid shall be abated until date possession of the Premises is delivered to Tenant(s); except that, in the event of such delay, Tenant(s) may elect to terminate, cancel and/or rescind this Lease for failure to deliver possession as agreed herein by written notice to Landlord of such election within five (5) days of the date possession was to commence. Otherwise, Tenant(s) shall remain liable for the full and faithful performance of this Lease or Addenda.

#### **8. ACCESS TO ALL PARTS OF THE PREMISES**

Landlord reserves the right to decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building and the Premises, or any part thereof, and for such purposes to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, all without abatement of Tenant's obligations hereunder including the obligation to pay rent.

Tenants will do nothing to interfere or make more difficult Landlord's efforts to provide Tenants and all other occupants of the Building with the required facilities and services. Any condition caused by a Tenant's misconduct or the misconduct of anyone under a Tenant's direction and/or control shall not be a breach by Landlord.

Landlord, its authorized agents, employees and mechanics, or the managing agent, shall from time to time have access to the Premises at all reasonable hours (Monday through Saturday, between the hours of 9 a.m. and 5 p.m.), after prior notice delivered to the Premises in Tenant's name at least twenty-four (24) hours prior to the desired time of entry, to render services and make adjustments that are customary or necessary in the maintenance, repair, redecorating, renovating, upgrading or remodeling of the Premises or the Building and for all other necessary and proper purposes, including, without limitation, inspections, showing to prospective purchasers, prospective Tenants, mortgages, and preventative maintenance. Tenant shall arrange to make the Premises available, as necessary, during reasonable hours (as defined herein and by applicable law) for all reasonable purposes (as defined herein and by applicable law). In emergency situations, including, without limitation, if Landlord has good cause to believe that Tenant has damaged the Premises or any Building fixtures or systems or is in violation of law or this Lease Agreement, entry shall be permitted without advance notice to Tenant. Landlord shall retain a key to the Premises for the purpose of entry to the Premises for all purposes permitted in this section and applicable law, and Tenant shall be responsible for all loss, cost or damage resulting from Tenant's unreasonably withholding consent to access the Premises (as defined by applicable law), collectible as Additional Lease Fees.

The Monthly Basic Rent will not be reduced because of any of this work, unless required by law. In the event that Landlord performs any obligations required of Tenants to be performed hereunder, the amount paid by Landlord to perform such obligations shall be due and payable by Tenants to Landlord upon demand.

In the event of an emergency which affects the safety of the occupants of the Building or which may cause damage to the Building, Landlord or Landlord may enter the Premises at any time and without prior notice to Tenants. If at any time Tenants are not personally present to permit Landlord or Landlord's representatives to enter the Premises and entry is necessary or allowed by law, Landlord or Landlord's representatives may nevertheless enter the Premises. Landlord will not be responsible to Tenants in such case.

Failure to provide access as per this section is a breach of a substantial obligation of this Lease Agreement.

Landlord will retain a passkey to the Premises. Landlord will issue to Tenant keys to the Premises, the Building and the mailbox assigned to the Premises. Landlord shall retain one key to each lock and the keys issued to Tenant for the same shall be and remain the property of the Landlord and upon termination of occupancy of the Premises, Tenant shall surrender to the Landlord all keys to the Premises, the Building and mailbox. Should Tenant fail to return any and/or all keys to the Premises, the Building and mailbox to Landlord at termination of occupancy, Tenant will be charged \$50.00 per lock for each locked changed by Landlord. Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by Landlord with prior written approval. Installation by the Tenant of any burglar alarm or security system must be approved in advance by Landlord and arrangements for continued access by Landlord and its employees and/or agents to the Premises must be made. At the end of this Lease Agreement, Tenants must return to Landlord all keys either furnished or otherwise obtained.

**LOCKOUTS ARE NOT CONSIDERED EMERGENCIES.** Should Tenant become locked out of the Premises for any reason (e.g., Tenant loses or misplaces key(s), Tenant leaves key in Premises and door locks when Tenant leaves, key breaks off in lock, etc...), Tenant, at Tenant's sole cost and expense, must secure the services of a locksmith to obtain access, including, if necessary, the installation of a new lock(s) and deliver to Landlord, at the same address where rent is paid within twenty-four (24) hours of lockout, a copy of the key(s) for such new lock(s).

Landlord is not required to issue extra keys to a Tenant's family members or guests.

Nothing contained in this Lease Agreement shall be construed to impose any liability or obligations on Landlord or require Landlord to take any action or make any repairs to or maintain the Premises, the Building or any common area in the Building (the "Common Area").

#### **9. CONDITION OF PREMISES AND SERVICES AND FACILITIES**

Tenants have inspected the Premises and accept the Premises in the condition it is in as of such inspection. Tenants acknowledge that the Premises is free of defects. When Tenants entered into this Lease Agreement, they did not rely on anything said by Landlord, its employees or agents about the physical condition of the Premises, the Building or the land on which it is built. Tenants agree that Landlord has not promised to do any work in the Premises, unless what was said or promised is written in this Lease Agreement and signed by both Tenants and Landlord.

Tenants acknowledge that the Premises and the Building are leased by Landlord, as tenant, from Landlord ("Prime Landlord"), pursuant to a lease agreement (the "Lease"). This Lease Agreement is coterminous with the Lease. This Lease Agreement is subject and subordinate to the Lease and to all underlying leases and mortgages now or hereafter affecting the real property of which the Building is a part and to all renewals, modifications, consolidations, replacements and extensions of the Lease and such underlying leases and mortgages. The provisions of this Section 9 shall be self-operative. Tenants covenant and agree: (1) to comply with all applicable terms and conditions of the Lease to be performed by Landlord thereunder; (2) to not pay any Rent or other sums due under this Lease Agreement for more than one (1) month in advance; (3) that Tenant does not have any rights or interest in any other portion of the Building except as specified under this Lease Agreement; (4) that Tenant has no tenancy rights under the Lease; (5) to look solely to Landlord, and not to Prime Landlord, for performance of any repair or other service request, concern, complaint, or the like in connection with the condition or occupancy of the Premises, the Building or the Common Area or around the adjacent outside areas of the Building; (6) that Prime Landlord shall have no liability or obligation: (a) to communicate with, deal with, or respond to requests of any kind from Tenants; (b) for Landlord's failure to make any repair or provide any service in the Premises, the Building or Common Area; or (c) for any injury, loss or damage to Tenants or their property in the Premises, the Building or the Common Area; (7) that if the Lease shall terminate for any reason, this Lease Agreement shall terminate and Tenant shall promptly vacate the Premises as if it were the expiration of the Term under this Agreement; and, (8) in the event any Tenant fails to vacate the Premises as required under this Lease, Prime Landlord shall have a right to bring an action to evict such Tenant and such Tenant shall be liable for Landlord's expenses including reasonable attorney's fees incurred in connection therewith as awarded by a court of competent jurisdiction. The provisions of this paragraph shall survive any expiration or termination of this Lease Agreement.

Landlord will provide cold and hot water and heat as required by law, elevator service if the Building has elevator equipment, electricity and gas utilities as well as internet services. The cost of providing Tenants such services is included in the Monthly Premises Rent. Tenants are not entitled to any reduction in the Monthly Basic Rent because of a stoppage or reduction of any of the above services unless such reduction is required by law. No other utilities or services are to be furnished by Landlord or used by Tenant in the Premises without the prior written consent of Landlord, such consent may be withheld in Landlord's sole and absolute discretion, and on the terms and conditions specified in such written consent. Tenant shall make no alterations or additions to the Premises or Building.

Appliances supplied by Landlord in the Premises are for Tenants' use. Such appliances will be maintained and repaired or replaced by Landlord, but if repairs or replacement are made necessary because of Tenants' negligence or misuse, Tenants will pay Landlord for the cost of such repair or replacement as an Additional Rent. Tenants must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air-cooling equipment or other appliance unless such are permitted and installed by Landlord. Tenants will not use more electricity than the wiring or feeders to the Building can safely carry.

If Landlord permits Tenants to use any storeroom, laundry room, bike rack, or any other facility (a "Facility") located in or directly outside of the Building, the use of a Facility will be at Tenants' own risk, except for loss suffered by a Tenant due to Landlord's gross negligence, and pursuant to the terms and conditions of the appropriate written agreement governing use of the same.

Because of a strike, labor trouble, national emergency, repairs done by Landlord of the Building, or any other cause beyond Landlord's reasonable control, Landlord may not be able to provide or may be delayed in providing any services or in making any repairs to the Premises. In any of these events, any rights Tenants may have against Landlord are only those rights that are allowed by laws in effect when the reduction in service occurs.

#### **10. CARE OF THE PREMISES AND THE BUILDING BY TENANTS**

Tenants will take good care of the Premises and will not permit or do any damage to it, ordinary wear and tear excepted.

When a Tenant moves out on or before the End of Term, Tenant must leave the Premises free of trash, debris and in good order and in the same condition as it was when the Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty. At such time, the Tenant must remove all of his or her personal property. If the Tenant's personal property remains in the Premises after the Lease Agreement ends, Landlord may either treat the Tenant as still in occupancy and charge Tenant for such use, or may consider that Tenant has given up the Premises and abandoned any personal property remaining in the Premises. In this event, Landlord may either discard the personal property or store it at the Tenant's expense. Such Tenant agrees to pay Landlord for all costs and expenses incurred in removing such personal property. The provisions of this article will continue to be in effect after the end of this Lease Agreement.

Tenants cannot build in, add to, change or alter the Premises in any way, including, but not limited to: wallpapering, painting, boring or drilling into walls or installing any paneling, flooring, "built in" decorations, partitions, or railings. Tenants may not change the plumbing, ventilating, air conditioning, electric or heating systems in the Premises or the Building.

If a lien is filed on the Premises or Building for any reason relating to any Tenant's fault, Tenants must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the lien if the Tenants fail to do so within twenty (20) days after Tenant's have notice about the Lien. Landlord's costs in this regard shall be additional Rents.

Tenants cannot place in the Premises water-filled furniture (e.g., waterbeds).

Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. Public access ways shall be used only for entering and leaving the Premises and the Building. Only those elevators and passageways designated by Landlord can be used for deliveries. Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; Tenants shall not place in them any sweepings, rubbish bags, acids, or other substances.

Tenants shall not hang or shake carpets, rugs, or other articles out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Premises or outside of the Building except in safe containers and only at places chosen by Landlord.

Tenants shall use laundry and drying apparatus, if any, in the manner and at the times that the property manager or other representative of Landlord may direct. Tenants shall not dry or air clothes on the roof.

Tenants shall comply with all applicable trash sorting and recycling laws.

An aerial (e.g., antenna or satellite dish) may not be erected on the roof or outside wall of the Building without the written consent of Landlord, and such consent is in Landlord's sole and absolute discretion. Awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

Tenants are not allowed on the roof of the Building, except to the extent expressly permitted by Landlord.

Tenants can use the elevator, if there is one, to move furniture and possessions only on days and hours designated by Landlord. Landlord shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator. The costs of repairing any damage to the elevator or Building caused by Leases when moving shall be recoverable by Landlord as Additional Rents.

The Premises may have a terrace or balcony. The terms of this Lease Agreement apply to the terrace or balcony as if part of the Premises. Tenants must keep the terrace or balcony clean and free and in good repair. No cooking is allowed on the terrace or balcony.

Tenants acknowledge that Tenants must take measures to prevent mold and mildew from growing in the Premises. Tenants agree to remove visible moisture accumulating on the windows, walls and other surfaces. Tenants agree not to cover or block any heating, ventilation or air conditioning (HVAC) ducts in the Premises. Tenants agree to immediately notify Landlord of (i) any water leaks or excessive moisture in the unit, (ii) any evidence of mold or mildew, (iii) any failure of any HVAC systems in the unit, and (iv) any inoperable doors or windows. Tenants agree that Tenants shall be responsible for any damage to the unit and Tenants' property as well as personal injury to any Tenant and occupants resulting from Tenants' failure to comply with this Lease Agreement provision. Any breach of this provision shall be considered a breach of a substantial obligation of this Lease Agreement.

#### **11. DUTY TO OBEY AND COMPLY WITH LAWS AND TO REFRAIN FROM OBJECTIONABLE CONDUCT**

Tenants will obey and comply with all present and future city, state and federal laws and regulations, which affect the Building or the Premises; with all orders and regulations of Insurance Rating Organizations which affect the Premises and the Building; and with the Rules and Regulations promulgated by Landlord and attached to, and made a part of, this Lease Agreement.

Tenants will not allow any windows in the Premises to be cleaned from the outside.

Tenants are responsible for the behavior of Tenants and their family, guests, employees, visitors, and/or invitees. Tenants will reimburse Landlord as Additional Lease Fees upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Landlord because violation of this section.

Tenants will not engage in objectionable conduct. Objectionable conduct means behavior that makes or will make the Premises or the Building less fit to live in for other Tenants or other occupants. It also means anything that interferes with the right of others to properly and peacefully enjoy their Premises, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other individuals living in the Building, as well as interfering with the ability of Landlord, its agents, employees or contractors, to conduct normal business operations at the Building or in the Premises. Violation of this section of this Lease Agreement is material and gives Landlord the right to terminate this Lease Agreement.

Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises, sights, or odors in the Premises or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other Tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated, speakers, radios, or television sets so as to disturb or annoy any other occupant of the Building.

Any breach of the provisions of this Section 12 shall be considered a breach of a substantial obligation of this Lease Agreement.

**12. NO PETS**

Animals of any kind shall not be kept or harbored in the Premises, unless in each instance it is expressly permitted in writing by Landlord, whose consent may be withheld in Landlord's sole and absolute discretion. The terms upon which an animal may be kept or harbored in the Premises will be set forth in an addendum to this Lease Agreement. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the Building. No visiting pets are permitted.

**13. END OF TERM**

At the End of Term, and in the absence of renewal or subject to Tenant's right to remain under local law, Tenant shall yield up the Premises, broom clean and in good repair, order and condition, and remove all of its personal property therein. If Tenant fails to deliver vacant possession of the Premises in the manner required hereunder on or prior to the expiration or earlier termination of the Term, such failure will not be deemed to extend the Term and Tenant will pay to Landlord promptly upon demand therefor as and for liquidated damages, for each day or portion thereof during which Tenant retains possession of the Premises after such expiration or earlier termination, an amount equal to 150% of the pro rata Rent of the Monthly Basic Rent payable by Tenant during the Term (in addition to all other amounts set forth herein). The provisions of this Section 13 will not be deemed to limit or constitute a waiver of any other rights or remedies provided herein or at law or in equity, and Landlord may without notice, reenter the Premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise. Tenant will additionally indemnify and hold Landlord harmless from and against all loss, liability, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) resulting from or arising out of Tenant's failure to comply with the provisions of this Section 13. Nothing herein contained will be deemed to permit Tenant to retain possession of the Premises after the expiration or earlier termination the Term. The provisions of this Section 13 will survive the expiration or earlier termination of the Term.

**14. TENANT DEFAULT**

If a Tenant defaults, other than a default in the agreement to pay his or her Rent, Landlord may serve the Tenant with a written notice to stop or correct the specified default, or vacate the Premises, within thirty (30) days. In such event, the Tenant must then stop or correct the default, or vacate the Premises, within thirty (30) days.

If Tenant at any time during his tenancy fails to pay Rent hereunder when due, even though no demand has been made for such installment, Landlord will have the right to avail itself of all rights and remedies to which it may be entitled under the laws of this jurisdiction which are in effect now or which may become effective in the future, including, but not limited to, the right to terminate this Lease Agreement and recover possession of the Premises. If Tenant violates any of the agreements, terms or conditions of this Lease Agreement, or any of the Rules and Regulations set forth in this Lease Agreement or which may later be adopted by Landlord, Landlord, at its option, will have the right, upon thirty (30) days' notice to Tenant to quit, to terminate this Lease Agreement and re-enter and take possession of the Premises by legal process of the court having jurisdiction over the premises. Such termination will not relieve Tenant of the obligation to pay Tenant's Allowable Portion due under this Lease Agreement for the full balance of the Term or any extension or renewal thereto, less any monies received by Landlord when and if the

Premises is relet. Landlord may sue for each monthly installment of Rent as it becomes due and need not delay action until the end of the Term.

No re-entry by Landlord and no acceptance by Landlord of keys from Tenant will be considered an acceptance of surrender of this Lease Agreement, except at the natural expiration of this Lease Agreement. **NO NOTICE TO QUIT OR OTHER NOTICE TO TENANT WILL BE REQUIRED BEFORE COMMENCING AN ACTION FOR POSSESSION OF THE PREMISES FOR NON-PAYMENT OF THE RENT, ALLOWABLE PORTION OR ADDITIONAL RENTS, ANY NOTICE TO QUIT OR OTHER NOTICE BEING EXPRESSLY WAIVED BY TENANT. THIS WAIVER OF THE NOTICE TO QUIT APPLIES TO THE TERM, ANY RENEWALS, EXTENSIONS OR HOLDING OVER BY LEASE, WHETHER OR NOT LANDLORD CONSENTS TO SUCH HOLDING OVER.** When Possession is obtained, Lease may rent the Premises again at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after the default by Tenant occurs. At termination of occupancy, Tenant must remove all of Tenant's personal property and leave the Premises in broom clean condition free of all debris. All debris, furniture, clothing, etc. left in the Premises, Building or storage room after Tenant vacates is left at Tenant's sole risk and expense and may be disposed of in accordance with applicable law. Tenant shall pay and discharge all reasonable costs, attorney's fees as awarded by a court of competent jurisdiction and expenses that may be incurred by Landlord in enforcing or attempting to enforce the covenants and provisions of this Lease Agreement. All rights and remedies under this Lease Agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law.

In the event of a Tenant Loss via a default of any kind and a termination of this Lease Agreement pursuant to this section, then this Lease Agreement will nevertheless remain in full force and effect for Landlord. Landlord may proceed to do a summary nonpayment proceeding or holdover proceeding against only one Tenant and not all Tenants. The Tenants hereby acknowledge that all Tenants are not necessary parties to any legal proceeding by Landlord against any single Tenant.

#### **15. REMEDIES OF LANDLORD AND TENANT LIABILITY**

If this Lease Agreement is ended by Landlord with respect to any Tenant because of the Tenant's default, the following are the rights and obligations of that Tenant and Landlord.

Tenant must pay his or her Allocable Portion of the Monthly Rent until this Lease Agreement has ended or such time as the Tenant has vacated the Premises, whichever is later.

Once Tenant is out, Landlord may re-lease the Premises or any portion of it for a period of time, which may end before or after the ending date of this Lease Agreement. Landlord may re-Lease to a new Tenant at a lesser rate or may charge a higher rate than the Monthly Basic Rent in this Lease Agreement.

Whether Landlord re-leases the Premises or any portion of it, Tenant must pay Landlord as damages the difference between such Tenant's Rent and the Rents collected with respect to the Premises for what would have been the remaining term of this Lease Agreement.

Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action.

If a Tenant does not do everything he or she has agreed to do, or if a Tenant does anything which shows that Tenant intends not to do what he or she has agreed to do, Landlord has the right to ask a Court to make such Tenant carry out his or her agreements in this Lease Agreement or to give the Landlord such other relief as the Court can provide.

If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be collectible as Additional Rent.

#### **16. FEES AND EXPENSES**

A Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord as Additional Rent:

Making any repairs to the Premises or the Building which result from misuse or negligence by any Tenant and/or his or her family, guests, employees, visitors, and/or invitees;

Repairing or replacing property damaged by caused by the misuse or negligence of Tenant and/or his or her family, guests, employees, visitors, and/or invitees;

Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Premises or the Building caused by Tenant and/or his or her family, guests, employees, visitors, and/or invitees;

Preparing the Premises for the next Tenant if a Tenant moves out of the Premises before the Lease Agreement ending date;

Any legal fees and disbursements for legal actions or proceedings brought by Landlord against any Tenant because of a default by any Tenant and/or for defending lawsuits brought against Landlord because of the actions of any Tenant and/or her or her family, guests, employees, visitors, and/or invitees, to the extent awarded by a Court of competent jurisdiction;

Removing all of any Tenant's property after this Lease Agreement is ended; and

All other fees and expenses incurred by Landlord because of a Tenant's failure to obey any other provisions and agreements of this Lease Agreement.

Tenant shall pay these fees and expenses to Landlord as an additional Rent within thirty (30) days after Tenant receives Landlord's bill or statement. If this Lease Agreement has ended when these fees and expenses are incurred, Tenant will still be liable to Landlord for the same amount as damages.

#### **17. BILLS AND NOTICES**

Tenant agrees to notice by Landlord via email to the email address provided by Tenant or by Landlord posting a notice on the Site. Tenant agrees that all agreements, notices, disclosures and other communications that Landlord provides electronically shall satisfy any legal requirement that such communications be in writing.

Any notice by Tenant to Landlord shall be given by email to Landlord at notice@common.com or such other or additional email or other address provided by Landlord from time to time or otherwise posted on the Site.

#### **18. PROPERTY LOSS, DAMAGES, OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Landlord or Landlord's agents or employees, Landlord or Landlord's agents and employees are not responsible to Tenants for any of the following (1) any loss of or damage to Tenants or their property in the Premises or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Premises or elsewhere in the Building; (2) any loss of or damage to Tenants' property delivered to any employee of the Building (doorman, superintendent, property manager, etc.); or (3) any damage or inconvenience caused to Tenants by actions, negligence or violations of a Lease agreement by any other Tenant or person in the Building except to the extent required by law.

Landlord will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Landlord. Landlord will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Landlord. Also, Landlord will not be liable to Tenants for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Monthly Premises Rents or allow Tenants to cancel this Lease Agreement.

Landlord is not liable to Tenants for permitting or refusing entry of anyone in the Building.

#### **19. FIRE, CASUALTY AND CONDEMNATION**

If the Premises becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease Agreement will continue unless terminated by Landlord or any Tenant pursuant to this Lease Agreement, but the Monthly Premises Rents will be abated in proportion to the portion of the Premises rendered untenable and such abatement shall continue until Tenant is notified that the Premises has been repaired and may be reoccupied.

Landlord will repair and restore the Premises, unless Landlord decides to take actions described in paragraph C below.

If the Premises is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, any Tenant may give Landlord written notice that he or she terminates this Lease Agreement. If a Tenant gives such notice, this Lease Agreement shall terminate with respect to that Tenant on the day that the fire, accident or casualty occurred. Landlord will refund that Tenant's security deposit and the pro-rata portion of Monthly Premises Rents paid for the month in which the casualty happened.

If Landlord elects to terminate the Lease pursuant to any of the provisions thereof on account of a fire or other casualty or on account of a condemnation, then this Lease Agreement shall automatically terminate and expire upon the termination of the Lease. If Landlord has the right to terminate the Lease pursuant to any of the provisions thereof on account of a fire or other casualty or on account of a condemnation, then (i) Landlord may exercise such right or not in Landlord's sole discretion and (ii) if Landlord so elects to terminate the Lease, this Lease Agreement and the Lease granted herein shall automatically terminate and expire upon the termination of the Lease.

## **20. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

If certain provisions of the Lease or mortgages to which this Lease Agreement is subordinate (as described in Section 10(B) above) come into effect, the holder of such Lease or mortgage may be able to end this Lease Agreement. If this happens, Tenants agree that Tenants have no claim against Landlord, Landlord or such Lease or mortgage holder. If Landlord requests, Tenants will sign promptly an acknowledgment of the "subordination" in the form that Landlord requires.

Tenants also agree to sign (if accurate) a written acknowledgment to any third party designated by Landlord that this Lease Agreement is in effect, that Landlord is performing Landlord's obligations under this Lease Agreement and that Tenant has no present claim against Landlord.

## **21. WAIVER OF RIGHT TO COUNTERCLAIM**

If Landlord begins any court action or proceeding against a Tenant that asks that the Tenant be compelled to move out, Tenant cannot make a counterclaim unless the Tenant is claiming that Landlord has not done what Landlord is required to do with regard to the condition of the Premises or the Building.

## **22. NO WAIVER OF LEASE PROVISIONS**

Even if Landlord accepts a Tenant's Rent or fails once or more often to take action against a Tenant when a Tenant has not done what that Tenant has agreed to do in this Lease Agreement, the failure of Landlord to take action or Landlord's acceptance of Monthly Premises Rents does not prevent Landlord from taking action at a later date if the Tenant again does not do what he or she has agreed to do.

A waiver by Landlord of a breach of any covenant or agreement herein contained shall not be construed to be a waiver of the covenant or agreement itself or of a subsequent breach thereof. Acceptance of the rent or acquiescence in a default shall not operate as a waiver of such default, even though the acquiescence continues for an extended period of time. If a Tenant pays and Landlord accepts an amount less than all the Rent due, the amount received shall be considered to be in payment of all or a part of the earliest Rent due. It will not be considered an agreement by Landlord to accept this lesser amount in full satisfaction of all of the Rent due.

No waiver of any condition in this Lease Agreement shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of any such condition and no receipt of money by Landlord after the termination in any way of the Term hereunder or after the giving of any notice shall reinstate, continue or extend the Term hereof or affect any notice given to Tenant.

### **23. SUCCESSOR INTERESTS**

The agreements in this Lease Agreement shall be binding on Landlord and Tenants and on those who succeed to the interest of Landlord and/or the Tenants by law, by approved assignment or by transfer.

### **24. CAPTIONS**

In any dispute arising under this Lease Agreement, in the event of a conflict between the text and a caption, the text controls.

### **25. NO BROKER**

Tenants represent that no broker or agent showed Tenants the Premises or were otherwise involved in this transaction.

### **26. ENTIRE AGREEMENT AND CROSS DEFAULT**

Tenants have read this Lease Agreement. All promises made by Landlord are in this Lease Agreement. There are no others except for the Membership Agreement between Landlord and each Tenant. All of the representations and obligations of Landlord with respect to the Premises and the Building are contained herein and no modification, waiver or amendment to this Lease Agreement shall be binding unless such modification, waiver or amendment is in writing and signed by duly authorized persons for both parties. A default under this Lease Agreement by a Tenant shall be a default under the corresponding Membership Agreement between Landlord and that Tenant/Member. A default by Tenant as member under the Membership Agreement shall be a default under this Lease Agreement.

### **27. WAIVER OF CLAIMS AND INDEMNITY**

Except for the willful acts or negligence of Landlord, and except to the extent otherwise specifically provided in this Lease Agreement, Tenant hereby assumes all risk of loss and waives any claims it may have against Landlord, the owners of the Building, and their respective directors, officers, members, shareholders, partners, trustees, managers, principals, agents, beneficiaries, employees and insurers (collectively, the "Protected Parties") for any injury to or illness of person or loss or damage to property or business, of any person or entity by whomever or howsoever caused. Tenant shall protect, defend,

indemnify and hold the Protected Parties harmless from and against any and all liabilities, claims, demands, costs and actions of whatever nature (including reasonable attorney's fees) for any injury to or illness of person, or damage to or loss of property or business, in or about the Building caused or occasioned by Tenant, its invitees, servants, agents or employees, or arising out of Tenant's use of the Premises, or arising out of Tenant's breach of this Lease Agreement. The provisions of this paragraph shall survive any expiration or termination of this Lease Agreement.

**28. NOTICE.**

Unless specifically changed by written notice to the other, Tenant's address for notice purposes shall be at the Premises, and Landlord's address shall be 6 East 43<sup>rd</sup> Street, 18<sup>th</sup> floor, New York, New York 10017. Any notice provided for or permitted by this Lease to be given by one party to the other may be given in writing by registered or certified United States mail, postage prepaid, addressed to the party to be notified at that party's address designated by that party in writing to the other, or delivered personally within the Washington, DC., metropolitan area to Landlord or Licensee, as the case may be, and shall be deemed conclusively to have been given on the date of mailing or personal delivery.

**29. GOVERNMENTAL LEASES AND COMPLIANCE WITH CODE**

The location of any Lease issued by any governmental authority can be inspected by Tenant in the office of the Landlord as provided above.

**30. MISCONDUCT OF THIRD PARTIES**

Landlord shall not be liable in any manner to Tenant, or Tenant's family, visitors, guests or invitees for any injury or damage to Tenant, Tenant's family, visitors, guests or invitees or their property caused by the criminal or intentional misconduct of third parties.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE AGREEMENT, TENANT AGREES THAT LANDLORD HAS NOT IN ANY MANNER UNDERTAKEN TO PROVIDE SAFETY AND/OR SECURITY TO TENANT, TENANT'S FAMILY, VISITORS, GUESTS, INVITEES OR OCCUPANTS OR THEIR PROPERTY FROM INJURY, DEATH OR DAMAGE ARISING FROM THE ACTS OR OMISSIONS OF OTHER TENANTS OR OCCUPANTS OF THE BUILDING OR ANY OTHER PERSONS WHOMSOEVER.

**31. EARLY TERMINATION BY MILITARY PERSONNEL**

Any member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard may, through the procedure detailed in subsection B, terminate this Lease Agreement if the member (i) has received permanent change of station orders to depart thirty-five (35) miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five (35) miles or more (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by serving on the Landlord a written notice of termination to be effective on a date stated therein, such date to be not less than thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than sixty (60) days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.

**32. PARAGRAPH ON ADDENDA**

All addenda which are attached to this Lease Agreement, unless cancelled or replaced by Landlord, are a part of this Lease Agreement and shall remain in effect for the duration of this Lease Agreement, including any renewals thereto.

**33. TENANT BILL OF RIGHTS; HOUSING REGULATIONS**

Tenant hereby confirms that Tenant has received a copy of the Tenant Bill of Rights as required by applicable law.

\_\_\_\_ Initial

Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulation of the District of Columbia: Chapter 1, Section 101 and Section 106 and Chapter 3, and affirmatively states that Tenant has read or has been given the opportunity to read the Lease, including any addenda, prior to entering this Lease. Any clause or covenant contained in this Lease not in accordance with the amended D.C. Housing Regulations shall be considered null and void.

\_\_\_\_ Initial

**34. STATEMENT REGARDING EXEMPTION FROM RENT CONTROL**

Tenant acknowledges that, prior to execution of this Lease by Tenant, Landlord has advised Tenant that the Premises is located in a newly constructed housing accommodation for which the building permit was issued after December 31, 1975, and, pursuant to Section 205 of the District of Columbia Rental Housing Act of 1985, as amended, Landlord is therefore exempt from the provisions of the Rent Stabilization Act (rent control), including, without limitation, those governing rent increases, as found in Title II of the Rental Housing Act.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the day and year first above written.

**TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Date of Acceptance: \_\_\_\_\_

**Acknowledged, Agreed and Accepted:  
LANDLORD LIVING INC.**

By:

Its:

### **RULES AND REGULATIONS**

1. Tenant agrees, for itself, its agents, invitees and guests, to observe and comply at all times with the rules and regulations set forth herein and with such modifications thereof and additions thereto as Landlord may from time to time make for the Building, and that failure to observe and comply with such rules, regulations, modifications and additions shall constitute a default under the Lease Agreement. Any failure by Landlord to enforce any rules and regulations now or hereafter in effect, either against Tenant or any other occupant or Tenant in the Building, shall not constitute a waiver of Landlord's right to enforce any such rules and regulations at a future time.

2. Tenant is permitted overnight guests for so long as the maximum number of residents at is no more than six (6) unrelated individuals. The determination as to whether any individual is a resident is in the sole discretion of Landlord. Guests must be at least 18 years of age; exceptions will be granted on a case-by-case basis. Overnight guests are only permitted in Tenant's bedrooms. Sleeping is not permitted in Common Areas of the Premises or Building. Failure to abide by this rule is a material breach of the Lease Agreement.

3. Tenant assumes full responsibility for protecting the Premises and the goods therein from theft, robbery and pilferage and all goods are stored at the Tenant's sole risk. Tenant is required to provide its own insurance protection.

4. Tenant will not use, permit or store in the Premises anything that will invalidate any policy of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Building. Tenant will not: (a) store, use or permit anything in the Premises that may be dangerous to life or limb; (b) in any manner deface or injure the Building or any part thereof; (c) overload the floors of the Premises; (d) conduct any business in or from the Premises; or (e) do anything or permit anything to be done in or upon the Premises tending in any way to create a nuisance or tending to disturb any tenants in the Building, or the occupants thereof. Tenant, at its sole cost, will fully and promptly comply with all government, health and police requirements, codes and regulations respecting the Premises and the goods stored therein and will not use the Premises for lodging or sleeping purposes.

5. Tenant shall not bring upon, use or keep in the Premises any hazardous or toxic materials, narcotics, alcoholic liquor, explosives or flammable items, pets, animals, items that may leak, spill or freeze, or any illegal or stolen substance or property except as otherwise set forth herein.

6. Tenant shall not paint, display, affix, or inscribe any sign, color, advertisement or picture on or about the Premises.

7. Tenant, and its agents and employees, shall not encumber or obstruct sidewalks, halls, passageways, exits, entrances, elevators, stairways or other Common Areas in or about the Building. All personal property must be stored entirely within the Premises, and any discarded items, litter and debris must be deposited in rubbish areas and in the manner designated by Landlord. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's litter, carelessness or indifference in the preservation of good order and cleanliness.

8. Smoking, candles, incense, refrigerators, space heaters and air conditioning units are prohibited throughout the Building. Smoking is permitted outside the Building provided it is at least five feet from any entryway.

9. Hotplates, rice cookers, or other electrical kitchen appliances are prohibited in bedrooms.

10. Tenant shall not do anything that would jeopardize the security of other members/Tenants or the community. Tenant shall keep the building locked at all times, and make sure its belongings are secure.

11. Bicycles must be kept in bike storage area and kept out of hallways, stairwells and Common Areas of the Premises and Building. Bikes found in these areas will be removed.

12. All personal belongings must be kept in bedrooms. Tenants may not store personal belongings in any Premises or the Building shared spaces.

13. Tenant shall let other Tenants get a full night's rest. Tenant shall limit music that can be heard outside of his or her bedroom to before 11PM and after 7AM, and take the party elsewhere between those hours if someone's trying to sleep.

14. Damages caused by a Tenant (or her/his guest) will be Tenant's responsibility. Any costs resulting from damages will be billed to Tenant involved. All Tenants in a Premises share the responsibility for damage of Common Areas such as kitchens and bathrooms.

15. Tenants and their guests may possess or consume alcoholic beverages in their room or in Landlords spaces as long as each person possessing/consuming alcohol is 21 years of age or older and the consumption/service of alcohol is in compliance with New York State Law.

16. Do not engage in disorderly, disruptive, or aggressive behavior that impairs or interferes with the general comfort, safety, security, health, or welfare of the community.

17. Upon the termination of the Term, Tenant shall deliver to Landlord all keys for the Premises. Tenant shall not install any locks or make, or cause to be made, any additional keys for the Premises.

18. Tenant shall transport personal items within the Building only upon or by vehicles equipped with rubber tires and shall cause such items to be carried in a freight elevator at such time that the Landlord shall fix. Movements of Tenant's property into or out of the Building and within the Building are

entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing any such property to be moved into or out of the Building. Tenant shall fully cooperate with Landlord's security measures.

19. Notwithstanding anything contained therein, the Landlord shall provide Tenant reasonable access to the Premises.

20. Landlord reserves the right to make such other and further rules and regulations as in Landlord's judgment may from time to time be needful for the safety, care and cleanliness of the Premises and the prudent operation of the Building.

21. Each Tenant will respect the privacy of other Tenants.

22. Neither a Tenant nor its guests may use the Building or Premises to conduct or pursue any activities prohibited by law or for which a Tenant or its guests are not authorized. Tenants shall be strictly liable for the activities of their guests.

23. Each Tenant hereby agrees not to conduct any activity that is generally regarded as offensive to other people, whether written, oral or in any form or medium known or to be created. No harassment, sexual or otherwise, will be permitted in the Building and Premises. Any such harassment will be immediately reported to Landlord. If Landlord determines in its sole discretion that a complaint is justified, the offending party's Membership and Lease Agreement may be immediately terminated, without any refund of Fees.

24. Each Tenant hereby agrees not to conduct any activity that may be hazardous to other persons in the Building or Premises.

25. Each Tenant hereby agrees to refrain from any activities that may be unreasonably disruptive, including, but not limited to, acts of disorderly nature or excessive noise.

26. No weapons of any kind are permitted in any Landlord Building or Premises unless Tenant is an active duty police or other law enforcement officer and has identified him or herself as such to Landlord. Possession of weapons in any Landlord Building or Premises other than by an active duty police or other law enforcement officer is grounds for immediate termination of Membership and this Lease Agreement.

27. No additional furniture, appliances, furnishings or decorations shall be brought into the Building or Premises, nor shall the installation of any satellite or microwave antennas, dishes, cabling, technology or telecommunications lines be permitted therein, without the prior written consent of Landlord, which such consent may be given or withheld in Landlord's sole and absolute discretion.

28. The Building shall be maintained by Landlord in good functional condition, provided, however, that Landlord shall not be responsible for damage exceeding normal wear and tear caused by a Tenant's acts or omissions or the acts and omissions of a Tenant's guests, visitors or invitees.

**Required Statutory Disclosures**

TITLE 14. HOUSING

CHAPTER 1. ADMINISTRATION AND ENFORCEMENT

14-101. CIVIL ENFORCEMENT POLICY.

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

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CHAPTER 1. ADMINISTRATION AND ENFORCEMENT

14-106. NOTIFICATION OF TENANTS CONCERNING VIOLATIONS.

106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

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### CHAPTER 3. LANDLORD AND TENANT

#### 14-300. Notice to Tenants of Housing Code Provisions.

300.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

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#### 14-301. Implied Warranty and Other Remedies.

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

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#### 14-302. Voiding Lease for Violation of Regulations.

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the Landlord space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the Landlord space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

(a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and

(b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

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#### 14-303. Signed Copies of Agreements and Applications.

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

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#### 14-304. Prohibited Waiver Clauses in Lease Agreements.

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial, or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

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14-305. Inspection of Premises After Breach of Warranty or Voided Lease.

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

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14-306. Written Receipts for Payments by Tenant.

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

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14-307. Prohibition of Retaliatory Acts Against Tenants.

307.1 No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant for any of the tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:

(a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the tenant or through a tenant organization;

(b) The good faith organization of a tenant organization or membership in a tenant organization;

(c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

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#### 14-308. Security Deposits.

308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the tenant as a deposit or other payment made as security for performance of the tenant's obligations in a lease or rental of the property.

308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that tenant for the dwelling unit, and shall be charged only once by the owner to the tenant.

308.3 All monies paid to an owner by tenants for security deposits or other payment made as security for performance of the tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments.

308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the tenants of those buildings.

308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.

308.7 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: where the tenants' security deposits are held and what the prevailing rate was for each 6-month period over the past year. At the end of a tenant's tenancy, the housing provider shall list for the tenant the interest rate for each 6-month period during the tenancy.

308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

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14-309. Repayment of Security Deposits to Tenants.

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

(1) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in paragraph (4)(a) and (a-1) (14 DCMR § 311); or

(2) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within 30 days after notification to the tenant pursuant to the requirement of paragraph (2)(a)(2) (14 DCMR § 309.1(b)), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute prima facie evidence that the tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.

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14-310. Return of Security Deposit: Inspection of Premises.

310.1 In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

310.3 The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

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14-311. Interest on Security Deposit Escrow Accounts.

311.1 The interest in the escrow account described in § 309 on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at not less than the statement savings rate then prevailing on January 1st and on July 1st for each 6-month period (or part thereof) of the tenancy which follows those dates. On those dates, the statement savings rate in the District of Columbia financial institution in which the escrow account is held shall be used. All interest earned shall accrue to the tenant except for that described in paragraph (4)(a-1) or as set forth in paragraph (2) (14 DCMR § 309).

311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in paragraph (2) (14 DCMR §§ 309.1 and 309.2). Any housing provider violating the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section, shall be liable to the Rent Administrator or Rental Housing Commission, as applicable, for the amount of the interest owed, or in the event of bad faith, for treble that amount. For the purposes of this paragraph, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken. Any housing provider who willfully violates the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section shall be subject to a civil fine of not more than \$ 5000 for each violation.

(1) If the housing provider invests the security deposit in an account with an interest rate that exceeds that of the statement savings rate as required in subparagraph (a)(14) (14 DCMR § 311.1), the housing provider may apply up to 30% of the excess interest for administrative costs or other purposes.

311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, the owner shall not assign the account or use it as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

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14-315. Notification Required.

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I-III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

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#### 14-399. Definitions.

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

**Lease Riders**

**Tenant Replacement Lease Addenda**

