

Upper Level Lease



RENTAL - Lease Agreement for Single Family Homes, Townhouses or Condominiums or Cooperatives (For use in Washington, DC)

DO NOT USE THIS FORM FOR ANY APARTMENT BUILDING UNITS

Pursuant to Section 35 of the Lease form, you must provide to the tenant a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Chapter 1, Section 101 and Section 106.

****USE THIS SECTION ONLY FOR PROPERTIES EXEMPT FROM RENT CONTROL****

You must attach to the Lease a copy of the Claim of Exemption Form and Certificate of Registration/Exemption, both of which must bear the date stamp of the Rental Accommodations and Conversion Division showing that they have been filed with that office. IF YOU DO NOT HAVE THESE DOCUMENTS OR THE LANDLORD IS NOT ABLE TO PROVIDE YOU WITH THESE DOCUMENTS, DO NOT USE THIS LEASE FORM.

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

- A. Unit whose owner(s) hold and operate four (4) or fewer rental units.
- B. Unit owned or subsidized by the District of Columbia or the Federal Government.
- C. Building constructed after DECEMBER 31, 1975.
- D. Building continuously vacant and not subject to rental agreements since January 1, 1985.
- E. Building previously exempted under §206(a)(4) of the Rental Housing Ad of 1980 (D.C. Law 3-131).
- F. Building for which a Building Improvement Plan has been executed under the Apartment Improvement Program or other DHCD multi family assistance programs.

THIS LEASE, made MARCH 3, ~~2010~~ ²⁰¹⁰ between GWEN KEITA
 (as Agent for) Landlord (hereinafter referred to as "Landlord" or "Landlord/Agent") and MARCIA CANNON
 (hereinafter referred to as "Tenant"). WITNESSETH, that the Landlord
 hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as
5200 4th St NW WASHINGTON DC 20011 - UPPER WIT, for the term of
12 months beginning on the first day of April 2010 and ending on the last day of MARCH 2011
 at a total rent of \$ 24,000, payable in equal monthly installments of \$ 2000 in advance on the first day
 of each and every month ("Rent Due Date") of said lease term. The "Rent Due Date" is intended to fall within the lease term. If this
 Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be
 apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay rent payable to
Coldwell Banker Property Management at _____
 (or at such other place as Landlord may from time to time designate)
 without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay
 said rent at the time specified will constitute default and the Landlord may avail himself of any remedy afforded him under the terms

of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

1. **Pro Rata** It is understood and agreed that Tenant is to commence occupancy of the premises on the MARCH 24 day of MARCH 2010. Tenant is to pay the sum of \$ 1613.00 as a "Pro-Rata" rent through the 30 day of April 2010.

2. **Service Charges** If any installment of rent is not received at the address under the above section within 5 days from the due date Tenant covenants and agrees to pay a Late Fee in the sum of \$ 25.00. It is further understood that the late period is NOT a grace period, and the rent is due and payable on the 1st day of each month. Tenant further agrees to pay a handling charge of \$ 25.00 for each check returned by the bank for insufficient funds or any other reason. Landlord or Agent may require any and all payments to be made in cash, money order or certified funds.

3. **Joint Liability** Each tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Agreement and for compliance with applicable law.

4. **Sublet/Assignment:** Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession, or occupancy thereof, to any other person or persons without the prior express written consent of the Landlord/Agent, which consent must not be unreasonably withheld, provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ NA service charge, defraying Landlord's expenses incidental to processing the application and amending the lease for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant.

5. **Usage:** Tenant will use said property solely as a single family residence for 2 persons, including children, and for no other purpose or additional number of persons whatever, except temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy the premises for no more than two weeks during any twelve (12) month period. Tenant shall conduct themselves and require other persons on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of their premises, and Tenant further covenants and agrees that he will not use nor permit said premises to be used for any improper, illegal or immoral purposes, nor will Tenant use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The following persons, and no others, are authorized by Landlord to reside within the premises:
MARCIA CANNON & ASHLEIGH CANNON

FOR CONDOMINIUMS/COOPERATIVES ONLY: Tenant hereby represents to Landlord that Tenant and all occupants of the premises shall become informed of and knowledgeable about all rules, notices, bylaws and regulations now or hereafter promulgated by the Condominium/Cooperative association and management company governing the premises, the Condominium/Cooperative of which the premises are a part, and any common areas, facilities and parking areas thereof. Tenant agrees to fully and promptly abide by, and to cause all occupants of the premises to fully and promptly abide by, all such rules, notices, bylaws and regulations to the extent the same affect Tenant, the premises, such common areas, such facilities, such parking areas, or the Landlord's obligations with respect to the premises, such common areas, such facilities or such parking areas. Failure by Tenant or any such occupant to comply with any such rules, notices, bylaws or regulations shall be a breach of this Lease by Tenant. In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Condominium/Cooperative association of the Condominium/Cooperative shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Condominium/Cooperative association's governing documents may allow.

6. **Possession** In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence,

Mar 03 10 04:32p

Michael Stroud

202-543-7675

p.10

Additional or special provision(s) in the attached addendum, bearing the signatures of all parties concerned are hereby made a part of this Lease. Addendum attached Yes No

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions, and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to restrictions herein on assignment and subletting by Tenant. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. The paragraph headings appearing in this lease have been inserted for the purpose of convenience and ready reference only. They do no purport to, and shall not be deemed to, define, limit or extend the scope of intent of the paragraphs to which they appertain. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THE DOCUMENT, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING IT.

WITNESS the following signatures on the day and year first appearing above:

Tenant M - K Date 03/04/10 Landlord [Signature] Date 3/4/10

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ REALTOR® Firm _____ Date _____

Tenant _____ Date _____ By _____ Agent _____ Date _____

Security Deposit Received: \$ 2000 From MARCIA CANNON On 3/5/10 Date

First Month's Rent Received: \$ 2000 From MARCIA CANNON On 3/5/10 Date

Pro-Rata Rent Received: \$ _____ From _____ On _____ Date

Guarantors: If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor

Address of Guarantor

Signature of Guarantor

Date

Name of Guarantor

Address of Guarantor

Signature of Guarantor

Date

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Lower Level Lease



RENTAL - Lease Agreement for Single Family Homes, Townhouses or Condominiums or Cooperatives
(For use in Washington, DC)

DO NOT USE THIS FORM FOR ANY APARTMENT BUILDING UNITS

Pursuant to Section 35 of the Lease form, you must provide to the tenant a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Chapter 1, Section 101 and Section 106.

****USE THIS SECTION ONLY FOR PROPERTIES EXEMPT FROM RENT CONTROL****

You must attach to the Lease a copy of the Claim of Exemption Form and Certificate of Registration/Exemption, both of which must bear the date stamp of the Rental Accommodations and Conversion Division showing that they have been filed with that office. IF YOU DO NOT HAVE THESE DOCUMENTS OR THE LANDLORD IS NOT ABLE TO PROVIDE YOU WITH THESE DOCUMENTS, DO NOT USE THIS LEASE FORM.

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

- A. Unit whose owner(s) hold and operate four (4) or fewer rental units.
- B. Unit owned or subsidized by the District of Columbia or the Federal Government.
- C. Building constructed after DECEMBER 31, 1975.
- D. Building continuously vacant and not subject to rental agreements since January 1, 1985.
- E. Building previously exempted under §206(a)(4) of the Rental Housing Ad of 1980 (D.C. Law 3-131).
- F. Building for which a Building Improvement Plan has been executed under the Apartment Improvement Program or other DHCD multi family assistance programs.

THIS LEASE, made April 1 2010 between Gwen Keita
 (as Agent for) Landlord (hereinafter referred to as "Landlord" or "Landlord/Agent") and Santos Sanchez
~~XXXXXXXXXX~~ (hereinafter referred to as "Tenant"). WITNESSETH, that the Landlord
 hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as
5200 4th St NW Lower Level Unit A 20011, for the term of
12 months beginning on the first day of MAY 2010 and ending on the last day of April 2011
 at a total rent of \$ 12,000.00, payable in equal monthly installments of \$ 1,000.00 in advance on the first day
 of each and every month ("Rent Due Date") of said lease term. The "Rent Due Date" is intended to fall within the lease term. If this
 Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be
 apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay rent payable to
Cornell Banker Property Mgt at _____
 _____ (or at such other place as Landlord may from time to time designate)
 without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay
 said rent at the time specified will constitute default and the Landlord may avail himself of any remedy afforded him under the terms

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of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

1. **Pro Rata** It is understood and agreed that Tenant is to commence occupancy of the premises on the April 17th 2010 day of May 1 2010. Tenant is to pay the sum of \$ 433.29 as a "Pro-Rata" rent through the June 1 day of 2010.

2. **Service Charges** If any installment of rent is not received at the address under the above section within 5 days from the due date Tenant covenants and agrees to pay a Late Fee in the sum of \$ 5%. It is further understood that the late period is NOT a grace period, and the rent is due and payable on the 1st day of each month. Tenant further agrees to pay a handling charge of \$ 35 for each check returned by the bank for insufficient funds or any other reason. Landlord or Agent may require any and all payments to be made in cash, money order or certified funds.

3. **Joint Liability** Each tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Agreement and for compliance with applicable law.

4. **Sublet/Assignment:** Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession, or occupancy thereof, to any other person or persons without the prior express written consent of the Landlord/Agent, which consent must not be unreasonably withheld, provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ NA service charge, defraying Landlord's expenses incidental to processing the application and amending the lease for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant.

5. **Usage:** Tenant will use said property solely as a single family residence for 2 persons, including children, and for no other purpose or additional number of persons whatever, except temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy the premises for no more than two weeks during any twelve (12) month period. Tenant shall conduct themselves and require other persons on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of their premises, and Tenant further covenants and agrees that he will not use nor permit said premises to be used for any improper, illegal or immoral purposes, nor will Tenant use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The following persons, and no others, are authorized by Landlord to reside within the premises:

X Santos G Sanchez
Adelayda E Sanchez

FOR CONDOMINIUMS/COOPERATIVES ONLY: Tenant hereby represents to Landlord that Tenant and all occupants of the premises shall become informed of and knowledgeable about all rules, notices, bylaws and regulations now or hereafter promulgated by the Condominium/Cooperative association and management company governing the premises, the Condominium/Cooperative of which the premises are a part, and any common areas, facilities and parking areas thereof. Tenant agrees to fully and promptly abide by, and to cause all occupants of the premises to fully and promptly abide by, all such rules, notices, bylaws and regulations to the extent the same affect Tenant, the premises, such common areas, such facilities, such parking areas, or the Landlord's obligations with respect to the premises, such common areas, such facilities or such parking areas. Failure by Tenant or any such occupant to comply with any such rules, notices, bylaws or regulations shall be a breach of this Lease by Tenant. In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Condominium/Cooperative association of the Condominium/Cooperative shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Condominium/Cooperative association's governing documents may allow.

6. **Possession** In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence,

Additional or special provision(s) in the attached addendum, bearing the signatures of all parties concerned are hereby made a part of this Lease. Addendum attached Yes No

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions, and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to restrictions herein on assignment and subletting by Tenant. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. The paragraph headings appearing in this lease have been inserted for the purpose of convenience and ready reference only. They do no purport to, and shall not be deemed to, define, limit or extend the scope of intent of the paragraphs to which they appertain. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THE DOCUMENT, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING IT.

WITNESS the following signatures on the day and year first appearing above:

X Santos Sanchez 04-01-10
Tenant Date Landlord Date

Tenant Date Landlord Date

Tenant Date REALTOR® Firm Date

Tenant Date By Agent Date

Security Deposit Received: \$ 1000.00 From Santos Sanchez On 4/1/10 Date

First Month's Rent Received: \$ 1000.00 From Santos Sanchez On 4/1/10 Date

Pro-Rata Rent Received: \$ _____ From _____ On _____ Date

Guarantors: If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor

Address of Guarantor

Signature of Guarantor Date

Name of Guarantor

Address of Guarantor

Signature of Guarantor Date

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