



April 15, 2020

Mr. Matthew LeGrant  
Zoning Administrator  
Dept of Consumer and Regulatory Affairs  
Government of the District of Columbia  
1100 4th St SW - Room 3100  
Washington, DC 20024

RE: 1401 PENNSYLVANIA AVE SE, WASHINGTON, DC 20003  
CO2001701

Mr. LeGrant,

Regarding the Zoning Order Compliance for this Certificate of Occupancy application for this property, the following items are relevant to zoning compliance:

Prior to the issuance of a certificate of occupancy for the Project, the Applicant shall complete or provide the following:

A. Project Development

1. The Project shall be developed in accordance with the plans marked as Exhibits 9A, 16B, and 35A of the record, as modified by guidelines, conditions, and standards herein (collectively, the "Plans").
2. The Property shall be rezoned from C-2-A and R-4 to C-2-B. Pursuant to 11 DCMR § 3028.9, the change of zoning shall be effective upon the recordation of the covenant discussed in Condition No. D1. 3. The Applicant shall have flexibility with the design of the PUD in the following areas:
  - a. To vary the location and design of all interior components, including partitions, structural slabs, doors, hallways, columns, stairways, mechanical rooms, elevators, and toilet rooms, provided that the variations do not change the exterior configuration or appearance of the structure;
  - b. To vary final selection of the exterior materials within the color ranges and materials types as proposed based on availability at the time of construction;
  - c. To vary the final selection of landscaping materials utilized, based on availability and suitability at the time of construction;
  - d. To vary the final streetscape design and materials, including the final design and materials, in response to direction received from District public space permitting authorities;

- e. To make minor refinements to exterior details and dimensions, including balcony enclosures, belt courses, sills, bases, cornices, railings, trim, louvers, or any other changes to comply with Construction Codes;
- f. To vary the number of residential units between 170-190 and to accordingly adjust the final unit type mix of the Project; and
- g. To eliminate the pool on the rear courtyard of the Project.

COMPLIANCE STATUS: Confirmed. The project as designed and built complies with the Project Development provisions.

#### B. Public Benefits

1. Housing. For so long as the project exists, the Applicant shall provide housing including affordable housing in accordance with the following table. The term "IZ" signifies that units will be subject to the Inclusionary Zoning Regulations currently codified at Chapter 26 of Title 11 DCMR.

COMPLIANCE STATUS: Confirmed. Approved CIZC attached.

2. The Project shall be designed to achieve a LEED-Gold certification, but the Applicant shall not be required to obtain LEED-Gold certification from the U.S. Green Building Council. Prior to the issuance of a certificate of occupancy, the Applicant shall submit to the Zoning Administrator a LEED scorecard showing that the Project will receive sufficient points to achieve Gold certification.

COMPLIANCE STATUS: Confirmed. The project is currently under review by USGBC for LEED Gold status.

In addition,

#### B 3.

a. The Applicant shall install improvements to the Potomac Avenue Metro Station plaza. Subject to WMATA's final approval, these improvements will include removal of aging fencing around the plaza; replacement of existing bike racks with new bike racks in a bright color; and the addition of a public art piece or historical interpretive signage detailing the history of and interesting facts about the neighborhood. The Applicant shall not be required to spend more than \$50,000 on these improvements provided that they are completed to WMATA's satisfaction; COMPLIANCE STATUS: Complete. Funds contributed towards design and engineering, permitting, engineering, and material procurement. Anticipated installation by others to be completed in May 2020. WMATA permitting processes, material procurement lead times, and an appropriate planting season necessitated this item to be completed in May 2020.

b. The Applicant shall design, furnish and install improvements to the playground area at Hopkins Apartments (1430 L Street, S.E.). The playground improvements will include new children's play equipment and improved signage for wayfinding. The Applicant will spend \$20,000 on these improvements; COMPLIANCE STATUS: Complete. Work was installed on 3/31/2020. Please see attached invoices and check images (\$10,889.88 each, \$21,779.76 total) to satisfy the condition.

- c. The Applicant shall design, furnish, and install improvements to the playground area at the Friendship Chamberlain Elementary campus. The playground improvements shall include installation of age-inclusive fitness options, upgrades to fencing and gates, and improved signage and wayfinding. The Applicant will spend \$75,000 on these improvements; COMPLIANCE STATUS: Complete. Work was installed on 3/25/2020. Please see attached invoices and check images (\$75,416 total) to satisfy the condition.
  
- d. The Applicant shall record a public use easement for a 10-foot-wide section of its property in order to widen the public alley off of 14th Street to 20 feet; COMPLIANCE STATUS: Complete. Easement recorded on November 19, 2019.
  
- e. The Applicant shall repave the entire alley from 14th Street, S.E. to Ives Place, S.E., and it will be paved to satisfy DDOT's "Green Alley" standards; COMPLIANCE STATUS: Complete.
  
- f. The Applicant shall install additional features to improve the functionality and safety of the alley including security cameras, mirrors, and bollards to protect neighboring homes and vehicles, consistent with the plan included as page 26 of Exhibit 35A in the Record; COMPLIANCE STATUS: Complete.
  
- g. The Applicant shall provide funds to Casey Trees (or similar service) to make trees (at approximately \$350/tree) available to residents of ANC 6B to support Ward 6 tree canopy goals. The Applicant will provide \$5,000 toward this service. Prior to the issuance of a certificate of occupancy for the project, the Applicant shall provide evidence that the funds have been or are being used for this purpose; COMPLIANCE STATUS: Complete. Application provided funds towards Ward 6 tree canopy goals on 11/14/2019. Please see attached invoice and check image (\$5,000 total) to satisfy the condition.
  
- h. The Applicant shall install new security equipment at the Potomac Gardens Apartments, for a value of up to \$20,000. 4. For the life of the project the Applicant shall reserve 10% of the Project's retail space for existing or emerging local businesses. A local business shall be defined as one having five or fewer locations in the Washington metropolitan region. COMPLIANCE STATUS: Complete. Work was installed on 3/11/2020. Please see attached invoices and check images (\$10,750 each, \$21,500 total) to satisfy the condition.

B4. For the life of the project the Applicant shall reserve 10% of the Project's retail space for existing or emerging local businesses.

COMPLIANCE STATUS: Confirmed. All currently contemplated retail tenants, which encompass over 75% of the retail square footage, are considered local businesses.

For the life of the Project, the Applicant shall implement the following transportation demand management ("TDM") measures:

- a. The Project shall provide 218 bicycle parking spaces. This includes 198 secure on-site spaces and 20 short-term spaces around the perimeter. The Project also will include a bike service area and a shower/changing area; COMPLIANCE STATUS: Confirmed. 280 On-site bicycle parking spaces and 20 short-term spaces around the perimeter, bike service area, and changing area are provided in the project.

C1

b. The Applicant shall unbundle the cost of residential parking from the cost of lease or purchase; COMPLIANCE STATUS: Confirmed. Please see attached residential lease template with language indicating parking will be unbundled from the cost of lease.

c. The Applicant shall identify a TDM Leader (for planning, construction, and operations). The TDM Leader will work with residents in the building to distribute and market various transportation alternatives and options; COMPLIANCE STATUS: Confirmed. TDM leader was identified as Erick Burke.

d. The Applicant shall provide TDM materials to new residents in the Residential Welcome Package materials. COMPLIANCE STATUS: Confirmed. Please see attached images of TDM materials that will be provided to new residents. Image A represents a transit screen that all residents will have access to for their commuting needs. Image B represents the Capital Bikeshare benefits that are provided to every resident.

Please let me know if you have any questions or need anything further to review and approve our applications.

Thank you,

A handwritten signature in black ink, appearing to read 'Kevin Riegler', written in a cursive style.

Kevin Riegler  
Principal



LONG FENCE COMPANY, INC.  
 1910 BETSON COURT  
 ODENTON, MD 21113  
 FED ID#: 53-0257174  
 Telephone #: 800-910-5664

# INVOICE

Phone #:

Bill To: J RIVER 1401 PENNSYLVANIA AVE  
 C/O MAY RIEGLER PROPERTIES  
 2201 WISCONSIN AVENUE, NW  
 SUITE 200  
 WASHINGTON DC 20007

Ship To: POTOMAC GARDENS  
 700 12TH STREET, SE  
 WASHINGTON DC 20003

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
671591	662618	239311		NET ON RECEIPT	052
INVOICE DATE	ORDER DATE	NUMBER	ORDER COMMENT		
03/11/20	03/11/20				
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
JOB# 20CC000013		***** DUPLICATE COPY ***** J RIVER 1401 PENN AVE-POTOMAC			
		JCBILLNT INTERIOR IRON FENCING COMPLETE TO DATE		.00	21,500.00
		JCBILLNT AMOUNT PAID TO DATE		.00	-10,750.00
		Subtotal			10,750.00
		SALES TAX			.00
		TAX #:			.00
		Total Due			10,750.00

PLEASE REMIT ALL PAYMENTS TO THE ABOVE ADDRESS  
 Inquiries email: [accounts\\_receivable@longfence.com](mailto:accounts_receivable@longfence.com)

### Sparks at Play Check Images

1481

**J. River 1401 Pennsylvania Avenue LLC**  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-5595

**EAGLEBANK**  
 www.eaglebankcorp.com  
 65-329/550

PAY TO THE ORDER OF: Sparks at Play, LLC

05/01/2020  
 \$ \*\*10,889.88  
 DOLLARS

Ten thousand eight hundred eighty-nine and 88/100

Sparks at Play, LLC  
 3705 Crandall Lane  
 Owings Mills, MD 21117

MEMO

AUTHORIZED SIGNATURE

⑈001481⑈ ⑆055003298⑆ 0200125284⑈

Hopkins Apt  
Deposit 1 of 2

1434

**J. River 1401 Pennsylvania Avenue LLC**  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-5595

**EAGLEBANK**  
 www.eaglebankcorp.com  
 65-329/550

PAY TO THE ORDER OF: Sparks at Play, LLC

02/05/2020  
 \$ \*\*20,067.00  
 DOLLARS

Twenty thousand sixty-seven and 00/100

Sparks at Play, LLC  
 3705 Crandall Lane  
 Owings Mills, MD 21117

MEMO

AUTHORIZED SIGNATURE

⑈001434⑈ ⑆055003298⑆ 0200125284⑈

Friendship  
Chamberlain (less  
\$175)  
Deposit 1 of 2

1436

**J. River 1401 Pennsylvania Avenue LLC**  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-5595

**EAGLEBANK**  
 www.eaglebankcorp.com  
 65-329/550

PAY TO THE ORDER OF: Sparks at Play, LLC

02/13/2020  
 \$ \*\*11,064.89  
 DOLLARS

Eleven thousand sixty-four and 89/100

Sparks at Play, LLC  
 3705 Crandall Lane  
 Owings Mills, MD 21117

MEMO

AUTHORIZED SIGNATURE

⑈001436⑈ ⑆055003298⑆ 0200125284⑈

Hopkins Apt +  
Friendship  
Chamberlain (\$175)  
2 of 2





# Get KEYED into

# Capital Bikeshare™

**FREE  
Annual  
Membership**

As a resident of [redacted] you are eligible for a **FREE** Capital Bikeshare annual membership! Perks include:

- Access to thousands of bikes and hundreds of stations
- A simple, low-cost, and reliable way to get around
- An environmentally friendly form of transportation
- A healthier and more active lifestyle

Pick up your membership code from the [redacted] and get more details on how to sign up!



CapitalBikeshare.com



**join.**



**take.**



**ride.**



**return.**



# Invoice

Sparks at Play LLC  
3705 Crondall Lane  
Owings Mills, MD 21117

Invoice Number:

1293

Invoice Date:

Feb 7, 2020

Page:

1

Voice: 410-356-4151

Fax: 410-356-2198

Sold To:

J River 1401 Penn Ave - May Riegler  
2201 Wisconsin Ave NW  
Suite 200  
Washington, DC 20007

Reference Job:

Friendship Chamberlain Elementary  
1401 Pennsylvania Ave SE  
Suite 200  
Washington, DC 20007

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net Due	2/7/20	

Qty Billed	Qty Remaining	Unit Price	Item	Description	Extension
1.00		20,067.00	Deposit	Customer Deposit	20,067.00

Subtotal 20,067.00

Sales Tax 0.00

Check No: 1434

Freight

Total Invoice Amount 20,067.00

Payment Received 20,067.00

**TOTAL 0.00**

Overdue invoices are subject to late charges.

# Invoice

Sparks at Play LLC  
3705 Crondall Lane  
Owings Mills, MD 21117

Invoice Number:

1295

Invoice Date:

Feb 19, 2020

Page:

1

Voice: 410-356-4151

Fax: 410-356-2198

Sold To:

J River 1401 Penn Ave - May Riegler  
2201 Wisconsin Ave NW  
Suite 200  
Washington, DC 20007

Reference Job:

Friendship Chamberlain Elementary  
1401 Pennsylvania Ave SE  
Suite 200  
Washington, DC 20007

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net Due	2/19/20	

Qty Billed	Qty Remaining	Unit Price	Item	Description	Extension
1.00		175.00	Deposit	Customer Deposit	175.00

Subtotal 175.00

Sales Tax 0.00

Check No: 1436

Freight

Total Invoice Amount 175.00

Payment Received 175.00

**TOTAL 0.00**

Overdue invoices are subject to late charges.

Sparks at Play LLC  
 3705 Crondall Lane  
 Owings Mills, MD 21117

# Invoice

Invoice Number:

EM1001

Invoice Date:

Mar 25, 2020

Page:

1

Voice: 410-356-4151

Fax: 410-356-2198

Sold To:  
 J River 1401 Penn Ave - May Riegler  
 2201 Wisconsin Ave NW  
 Suite 200  
 Washington, DC 20007

Reference Job:  
 Friendship Chamberlain Elementary  
 1401 Pennsylvania Ave SE  
 Suite 200  
 Washington, DC 20007

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net Due	3/25/20	

Qty Billed	Qty Remaining	Unit Price	Item	Description	Extension
1.00		1,365.00	LSI	LSI - Design #CP015420 DBL Sided Digifuse	1,365.00
1.00		800.00	LSI	LSI - Design #192464 A Intro Sign	800.00
1.00		1,400.00	LSI	LSI - Design #192452A AssistedRow/Push-Up DB	1,400.00
1.00		1,545.00	LSI	LSI - Design 192451A AB Crunch/Leg Lift	1,545.00
1.00		800.00	LSI	LSI - Design #205947A Steel Post w/3 Attachments	800.00
1.00		800.00	LSI	LSI - Design #205945A Steel Post w/2 Attachments	800.00
1.00		1,615.00	LSI	LSI - Design #192460A Pull-Up/Dip DB	1,615.00
1.00		1,400.00	Freight	Freight	1,400.00
1.00		7,597.28	LSI Install	LSI Install	7,597.28
1.00		8,071.80	Site Work	Site Work - Excavation	8,071.80
1.00		7,788.79	Site Work	Site Work - Stone Base	7,788.79
1.00		5,653.66	Site Work	Site Work - Timber Border	5,653.66
20.00		57.42	EWF Install	EWF Install	1,148.40
1.00		-20,067.00	Apply Deposi	Apply Customer Deposit	-20,067.00
1.00		-175.00	Apply Deposi	Apply Customer Deposit	-175.00

Subtotal 19,742.93

Sales Tax 499.50

Check No:

Freight

Total Invoice Amount 20,242.43

Payment Received

**TOTAL 20,242.43**

# Invoice

Invoice Number:  
EM1005

Invoice Date:  
Mar 31, 2020

Page:  
1

Sparks at Play LLC  
3705 Crondall Lane  
Owings Mills, MD 21117

Voice: 410-356-4151  
Fax: 410-356-2198

Sold To:  
J River 1401 Penn Ave - May Riegler  
2201 Wisconsin Ave NW  
Suite 200  
Washington, DC 20007

Reference Job:  
Hopkins Apartments  
1000 12th St SE # 103  
Suite 200  
Washington, DC 20003

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net Due	3/31/20	

Qty Billed	Qty Remaining	Unit Price	Item	Description	Extension
1.00		1,365.00	LSI	Rhapsody Kundu Drum DB	1,365.00
1.00		1,365.00	LSI	Rhapsody Kettle Drum DB	1,365.00
2.00		240.00	LSI	LW Post 10" Panel	480.00
1.00		2,100.00	LSI	Marble Panel	2,100.00
1.00		770.00	Freight	Freight	770.00
1.00		3,896.18	LSI Install	LSI Install	3,896.18
1.00		3,440.86	Site Demo	Site Demo	3,440.86
1.00		8,044.13	Site Work	Site Work	8,044.13
1.00		-10,889.89	Apply Deposit	Apply Customer Deposit	-10,889.89

Subtotal 10,571.28  
Sales Tax 318.60

Check No: 1481

Freight  
Total Invoice Amount 10,889.88  
Payment Received 10,889.88  
**TOTAL 0.00**

### Long Fence - Check Images

1473

**J. River 1401 Pennsylvania Avenue LLC**  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-8995

**EAGLEBANK**  
 www.eaglebankcorp.com  
 65-329/550

PAY TO THE ORDER OF: Long Fence Company, Inc.

06/01/2020  
 \$ \*\*17,392.00  
 DOLLARS

Seventeen thousand three hundred ninety-two and 00/100

MEMO: CA 239311 J# 672751 20CC126 #052

Long Fence Company, Inc.  
 1910 Betson CT  
 Odenton, MD 21113  
 United States

AUTHORIZED SIGNATURE

⑈001473⑈ ⑆055003298⑆ 0200125284⑈

Friendship Chamberlain  
1 of 2

1402

239311 052 659440

**J. River 1401 Pennsylvania Avenue LLC**  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-8995

**EAGLEBANK**  
 www.eaglebankcorp.com  
 65-329/550

PAY TO THE ORDER OF: Long Fence Company, Inc.

01/08/2020  
 \$ \*\*10,750.00  
 DOLLARS

Ten thousand seven hundred fifty and 00/100

MEMO:

Long Fence Company, Inc.  
 1910 Betson CT  
 Odenton, MD 21113  
 United States

AUTHORIZED SIGNATURE

⑈001402⑈ ⑆055003298⑆ 0200125284⑈

Potomac Gardens Apt  
1 of 2

20CC126 239311 052 641747

**J. River 1401 Pennsylvania Avenue LLC**  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-5895

**EAGLEBANK**  
 www.eaglebankcorp.com  
 85-329/550

1437

PAY TO THE ORDER OF: Long Fence Company, Inc.

02/24/2020  
 \$ \*\*17,392.00  
 DOLLARS

Seventeen thousand three hundred ninety-two and 00/100

MEMO: Long Fence Company, Inc.  
 1910 Betson CT  
 Odenton, MD 21113  
 United States

*[Signature]*  
 AUTHORIZED SIGNATURE

#00 143 7# :055003 298: .0 200 1 25 284#

Friendship Chamberlain 2 of 2

J. River 1401 Pennsylvania Avenue LLC  
 1010 Wisconsin Avenue NW, Suite 600  
 Washington, DC 20007  
 202 506-5895

**EAGLEBANK**  
 www.eaglebankcorp.com  
 85-329/550

1447

PAY TO THE ORDER OF: Long Fence Company, Inc.

03/18/2020  
 \$ \*\*10,750.00  
 DOLLARS

Ten thousand seven hundred fifty and 00/100

MEMO: Long Fence Company, Inc.  
 1910 Betson CT  
 Odenton, MD 21113  
 United States

*[Signature]*  
 AUTHORIZED SIGNATURE

MEMO: *Call 239311 #671591 20CC13 #052*

#00 144 7# :055003 298: 0 200 1 25 284#

Potomac Gardens 2 of 2

APARTMENT LEASE CONTRACT



Date of Lease Contract: May 6, 2020 (when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving In—General Information

1. PARTIES. This Lease Contract is between the following tenants, as tenants (list all people signing the Lease Contract):

Blank lines for listing tenants.

and J. River 1401 Pennsylvania Ave

as owner (name of owner or agent of owner). The terms "you" and "your" refer to all tenants listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). By this Lease Contract, you agree to lease from us, and we agree to lease to you, Apartment No. (the "Apartment"), at 1401 Pennsylvania Ave SE

(street address) in Washington, D.C., 20004 (zip code) for use as a private residence only. Written or electronic notice to or from owner or agent constitutes notice to or from both owner and agent. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached to this Lease Contract.

READ THIS PARAGRAPH BEFORE SIGNING THIS LEASE: PRIOR TO THE EXECUTION OF THIS LEASE, YOU WERE NOTIFIED THAT THIS APARTMENT [CHECK ONE]:

- is subject to rent control.
is not subject to rent control and you acknowledge that, prior to execution of this Lease Contract by you, we have advised you that, pursuant to Section 205 of the District of Columbia Rental Housing Act of 1985, rent increases for the Apartment are NOT regulated by the Rent Stabilization Program (i.e., rent control program) of that Act, and that the Apartment is exempt from the Rent Stabilization Program.

2. OCCUPANTS. The Apartment will be occupied only by you and (list all other occupants not signing the Lease Contract)

Blank lines for listing other occupants.

as permissive occupant(s). No one else may occupy the Apartment. No family member of yours over the age of eighteen (18) years old (except a full-time student) or other person over the age of eighteen (18) years old may be listed as an "occupant," but rather must be qualified as, and be listed above as, a resident/tenant. No guest(s) of yours may stay in the Apartment for more than seven (7) consecutive days during a 30-day period, without our prior written consent.

3. LEASE TERM. The initial term of the Lease Contract begins on the day of (the "Commencement Date"), and ends at midnight the day of.

4. SECURITY DEPOSIT. Tenant has paid to Landlord the sum of \$ (the "Security Deposit"), the receipt of which is hereby acknowledged, which sum does not exceed one (1) month's Rent. The Security Deposit shall be held as collateral security and applied on any rent or unpaid utility bill or other charge payable by Tenant that may remain due and owing at any time during or at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the Premises in excess of ordinary wear and tear caused by Tenant, Tenant's family, guests, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach by Tenant of any covenant or provision of this Lease. Tenant may not utilize the Security Deposit as Rent and Tenant shall not apply the same as the last month's Rent. Landlord shall not withhold the security deposit for the replacement value of apartment items that are damaged due to ordinary wear and tear. Any promise by the Tenant to leave, restore, surrender, or yield the Apartment in good repair does not obligate the Tenant to make substantial repairs, replace obsolete materials, or fix other defects without negligence or fault on the Tenant's part. For the purposes of this Section, the term "ordinary wear and tear" means deterioration that results from the intended use of the Apartment, including breakage or malfunction due to age or deteriorated condition. The term does not include deterioration that results from negligence, carelessness, accident, or abuse of the Apartment, fixtures, equipment, or other tangible personal property by the Tenant, immediate family member, or a guest.

5. KEYS. You will be provided apartment key(s), mailbox key(s), and other access devices for. A fee of \$ will be charged for replacing any lost or damaged keys. A fee of \$ will be charged for replacing any lost or damaged electronic entry fobs.

6. RENT AND CHARGES. Unless modified by addenda, you will pay to us \$ per month for rent for the Apartment, payable in advance and without demand:

- at the on-site manager's office, or
at our online payment site, or
at

In addition, prorated rent is due from you to us on execution of this Lease in the amount of \$ for payment in advance of rent from the date of possession through the Commencement Date.

You must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must pay your rent via cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. If you don't pay all rent on or before the fifth (5th) day of the month a late charge of percent (%) of the full amount of the monthly rent will be payable by you to us. This charge is not a penalty but the cost to us of auditing your account and, if necessary, sending you a rent deficiency notice. A charge of \$ will be payable by you to us for each returned check or rejected electronic payment. In the event of non-payment of any rent(s), this Lease Contract shall cease and terminate, and you hereby expressly waive any right to a Notice to Quit for nonpayment of rent pursuant to DC Code §42-3505.01(a) (2001 ed.), codifications thereafter, or under any other D.C. Law or Regulation.

Landlord shall not impose on Tenant a mandatory fee for any service or facility that has not been approved pursuant to section 211 or section 215 of the Rental Housing Act of 1985, if the Apartment is subject to rent control.

7. RENT INCREASES AND LEASE CONTRACT CHANGES. Rent may be increased by us at any time or time(s) permitted by law. You will receive notices of rent increases, in writing, in accordance with District of Columbia law.

**8. UTILITIES.** Utilities for the Apartment (and related deposits, charges, fees, or services) shall be paid as follows:

- (1) By you:
  - Gas  Cable
  - Electricity  Phone
  - Water/Sewer  Internet
  
- (2) By us:
  - Gas  Cable
  - Electricity  Phone
  - Water/Sewer  Internet

You must not allow utilities to be disconnected during your tenancy for any reason, including disconnection for not paying your bills. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all tenants. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting, not candles or open flames. If any utilities are submetered for the apartment, or prorated by an allocation formula for water/sewer, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Failure to pay any utilities shall be deemed a breach of this Lease Contract.

**9. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any tenant, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other tenants, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]*  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this Lease Contract will be applied to the owner's structural fire insurance on your behalf, and that you are in no way a co-insured or additional insured under any such policy. You are solely responsible for obtaining renter's insurance, or other desired insurance coverage, which may cover you for losses relating to a casualty in the Apartment, including but not limited to: replacement premises, bodily injury, and/or losses for personal possessions—irrespective of whether we require you to obtain any such insurance(s) as a condition of this Lease Contract above.

**10. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior tenant moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term with our standard locks or latches. You must pay for any such change or rekeying, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions

**11. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

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

See any additional special provisions.

**12. DAMAGES AND REIMBURSEMENT.**

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Apartment and apartment community due to a violation of the Lease Contract or community rules, improper use, negligence, or intentional conduct by you or your fellow Tenants, occupants, guests or visitors. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for and except for normal wear and tear, you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. DELAY OF OCCUPANCY.** If initial occupancy of the Apartment by you is or will be delayed for construction, repairs, cleaning, or a previous tenant's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate

this Lease Contract as set forth below. Termination notice from you to us must be in writing. After termination, you are entitled only to refund of deposit(s) and any pre-paid rent. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that do not prevent you from occupying the apartment.

If there is a delay, and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. Otherwise:

- (1) If we give you written notice of a delay, after the initial term of this Lease Contract is scheduled to begin on the Commencement Date (as set forth in Paragraph 3 - Lease Term), and the notice states that occupancy has been delayed because of construction, or because of a previous tenant's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) calendar days after you have received the notice, but not later.
- (2) If we give you written notice of a delay, before the initial term of this Lease Contract is scheduled to begin on the Commencement Date (as set forth in Paragraph 3 - Lease Term), and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) calendar days after you received the notice, but not later. In the event of such delay, the Commencement Date of the term of this Lease Contract will be deemed, by agreement hereunder and for all purposes, to be the date on which occupancy of the Apartment is available to you, and this Lease Contract nonetheless shall terminate on the date previously set forth in Paragraph 3 (Lease Term) above. This new Commencement Date may not be moved to an earlier date unless we and you agree to the same, in writing.

### While You're Living in the Apartment

**14. COMMUNITY POLICIES OR RULES.** You, any occupants, and your guests and visitors shall comply with any and all written apartment rules and community policies, including instructions for care of our property, which may be attached to this Lease Contract as a written addendum. We reserve the right to change any written apartment rules and community policies at any time, and such amendments shall become effective and binding hereunder, as of the date the owner has sent a copy of them to you via first class mail. You, any occupants, and your guests and visitors shall comply with any

amended apartment rules and community policies at all times after mailing, as set forth above. Any violation of any written apartment rules and community policies (or amendments thereof or thereto) shall be a violation of this Lease Contract and such apartment rules and community policies are incorporated herein, by reference.

**15. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean by you. Trash must be disposed of by you at least weekly in appropriate receptacles in



accordance with local ordinances. Passageways may be used by you only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas (if any of the foregoing exist in the apartment community) must be used by you with care in accordance with apartment rules and posted signs. Your access to amenities, such as swimming pools, exercise or meeting rooms, saunas, spas, tanning beds, storerooms, laundry rooms, or the like is not as a matter of right and may be terminated by us, should you fail to comply with applicable rules and regulations governing the same, or in the event that there is loud, boisterous, objectionable, or damaging behavior/occurrence(s) by you, your occupants, your guests or visitors, in or to such amenities. Glass containers are prohibited in or near pools and all common areas. You, your occupants, guests or visitors may not anywhere in the apartment community: use candles or use kerosene lamps; cook on balconies or anywhere outside of the Apartment; or solicit business or contributions. Conducting any kind of business (including child care services) in your Apartment or in the apartment community is prohibited-except that any lawful and properly licensed business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your Apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests, visitors or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules and community policies, or disturbing other tenants, neighbors, visitors, or owner representatives. If any on-site management personnel or security personnel is provided by us to the apartment community, it is for the benefit us only, and is not a part of nor an amenity appurtenant to your tenancy interest hereunder. We're not responsible for obtaining criminal-history checks on any tenants, occupants, guests, visitors, or contractors in the apartment community. If you or any occupant, visitor or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**PROHIBITED CONDUCT.** You and your occupants, guests or visitors may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; possessing any firearm whether or not in compliance with all laws and regulations; discharging a firearm in the Apartment or apartment community; displaying or possessing a gun, knife, or other weapon in the Apartment or common area; storing anything in closets having gas appliances; tampering with utilities or telecommunications; or bringing hazardous materials into the apartment community.

**16. PARKING.** Parking [check one]  is  is not provided to you under this Lease Contract. If parking is checked as provided, we may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. We may charge a fee for any such parking, under a month-to-month commercial license separate from this Lease Contract, and may terminate your license to park upon providing you with thirty (30) days' written notice. Your obligations under this Lease Contract will not be amended or modified in any way in the event we terminate parking. Any termination of a parking license may be with, or without, cause and at our sole discretion. Any parking provided hereunder shall be deemed a commercial tenancy, not appurtenant to, nor a part of your residential tenancy under this Lease Contract. Motorcycles or motorized bikes shall not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a tenant or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or

- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other tenant(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a tenant or occupant and is parked in a visitor or retail parking space.

**17. NO RELEASE OF TENANT/HEIRS & ASSIGNS.**

Unless you're otherwise entitled to terminate your tenancy as a matter of law, or by an express provision herein, you won't be released from this Lease Contract for any reason-including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Co-Tenants, loss of employment, bad health, or death. This Lease Contract inures only to the benefit of the named Tenants in Section 1 of this Lease Contract. In the event that the Tenant(s) listed herein should die at any time during the tenancy, there is no right of survivorship, inheritance, or assignment of this Lease Contract or the Apartment. In the event that the named Tenant(s) dies, all occupants must immediately vacate the Apartment. The tenant(s) hereunder hereby direct their personal representative and estate to promptly pay all unpaid rents or other financial obligations due hereunder to us, and to vacate and surrender the Apartment to the us within thirty (30) days after the Tenant(s) date of death, or in such time as is provided by a Court of competent jurisdiction in a probate or similar proceeding.

**18. MILITARY PERSONNEL CLAUSE.** You may terminate your tenancy if you enlist in or are drafted or commissioned into active duty in the U.S. Armed Forces (Army, Navy, Air Force, Marines, Coast Guard). You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* (iii) are relieved or released from active duty.
- (3) You may NOT terminate this lease hereunder by reason of quasi-military service (including, but not limited to services in, or working for the Department of State, as a diplomat, as a foreign service worker or similar occupation or profession).

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause thirty (30) days after the date on which your next rental payment is due. You must pay all rent and other charges under this Lease Contract through the date of termination. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for relocation to base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the Tenant who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such Tenant's spouse or legal dependents who are living in the Tenant's household. A Co-Tenant who is not your spouse or dependent cannot terminate their obligations under this Lease Contract under this military clause. Unless you state otherwise, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received by us in mitigation. You must immediately notify us if you are called to active duty, or receive deployment or permanent change-of-station orders.

**19. TENANT DUE CARE AND PROPERTY LOSS.** You and all occupants, guests and visitors must exercise due care for you own and others' safety, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices. You acknowledge and agree that living in an urban environment, such as Washington, D.C., has risks and dangers that are beyond our control. We cannot be, and are not responsible, legally nor otherwise to protect you from these risks and dangers, unless otherwise compelled to do so under law, and you agree to assume all such risks and dangers as part of your tenancy.

**Smoke Detectors.** We will furnish smoke detectors to you as part of your Apartment rental, and will test them for working order. You must immediately report smoke detector malfunctions to us in writing. Smoke detectors shall not be disabled by you, your occupants, guests or visitors. If you damage or disable the smoke detector or remove power supply without replacing it, you may be liable to us for the costs of any fine incurred by us via a Notice of Infraction issued by the District of Columbia government due to such damage or disabling of the smoke detector, plus our actual damages. If you disable or damage the smoke detector, or fail to report known smoke detector malfunctions to us, you will likewise be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any tenant, occupant, guest or visitor for bodily injury or death, or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our negligence. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

In the event the Apartment, or any part thereof, is taken by condemnation by any government agency or authority, your tenancy will be terminated at our option. You hereby specifically assign to us any portion of the award payable as damages for the taking of the property, and you waive any right to participate or make any claim in such condemnation proceedings.

**Crime or Emergency.** You agree to dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You agree to contact our representative. Unless otherwise provided by law, we're not liable to you or any occupants, visitors or guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute or regulation. We do not provide any security measures or devices. If we provide any access control devices or security measures upon the property, they are not an obligation of us to prevent crime or to reduce the risk of crime on the property. You agree that no access control devices or security measures can eliminate all crime and that you will not rely upon any provided access control devices or security measures as a warranty or guarantee of any kind. We disclaim any express or implied warranties of security, crime prevention or access control. You won't treat any of our security measures as an express or implied warranty of security, nor as a guarantee against crime nor of reduced risk of crime. We're not responsible for obtaining criminal-history checks on any tenants, occupants, guests, visitors or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**20. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the Apartment, fixtures, and furniture as is, except for conditions required by law to be fixed by us. You will be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, sanitary, and good working condition.

You must use customary diligence in maintaining the Apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Apartment or our property. No holes or stickers are allowed inside or outside the Apartment. But we will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our apartment community rules and policies state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless we have consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and

cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the Apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**21. REQUESTS BY YOU.** IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the Apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We will act with reasonable efforts to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Unless otherwise required by law, rent will not abate in whole or in part.

**22. ANIMALS.** No animals (including, without limitation, mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or apartment community unless we have so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, fees or other charges. You agree that an animal deposit is not a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize service and/or support animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines, and any applicable state laws, if any. We may require a written statement from a qualified professional verifying the need for the service and/or support animal, to the extent permitted by law. You must not harbor or feed stray or wild animals.

If you or any occupant, guest or visitor violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the Apartment at any time during your term of occupancy (with or without our consent), we will charge you for and you agree to pay for defleaing, deodorizing, and shampooing the Apartment. Initial and daily animal-violation charges are payment of damages for our time, inconvenience, and overhead in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 24 (Multiple Tenants or Occupants) and 28 (Miscellaneous). We are not liable for loss, harm, sickness, or death of the animal unless due to our negligence. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**23. WHEN WE MAY ENTER.**

- A. Except in the event of an emergency for the protection or preservation of the Apartment, or for the protection and safety of the tenants or other persons, the Landlord may enter the Apartment during the Tenant's tenancy only for a reasonable purpose, at a reasonable time, and after having provided the Tenant with reasonable notice.
- B. "Reasonable notice" means written notice provided to the Tenant at least 48 hours before the time the Landlord wishes to enter the Apartment or a shorter period of time as agreed to by the Tenant in writing. Written notice may include electronic communication including email and mobile text messaging, provided that if the Tenant fails to furnish a written acknowledgment, the Landlord will provide a paper notice.

- C. "Reasonable time" means a time between the hours of 9 a.m. and 5 p.m., and not on a Sunday or federal holiday, or at another time agreed upon by the Tenant.
- D. "Reasonable purpose" means a purpose that is directly related to the Landlord's duty to keep the Apartment Community safe from damage, to inspect the Apartment, make necessary or agreed repairs, decorations, alteration, renovations or improvements, supply necessary or agreed services, maintenance, or exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to gain entry for work ordered by a governmental agency.
- E. Upon the allegation of a Housing Code violation by the Tenant, the Tenant may not unreasonably prevent the Landlord from accessing the Apartment for assessment and abatement of the alleged violation and the Tenant must provide access to the Apartment within 48 hours of the written request by the Landlord for access.

You hereby expressly permit our access to your Apartment by the owner, management, or by its/their agent(s) in circumstances which may include, but are not limited to the following: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying

unauthorized locks or security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected and you fail to remove them; retrieving property owned or leased by former tenants; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law enforcement officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective tenants (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

**24. MULTIPLE TENANTS OR OCCUPANTS.** Each Tenant named in Section 1 of this Lease Contract as a tenant is jointly and severally liable for all Lease Contract obligations. If you, any occupant, guest or visitor violates the Lease Contract or the Community Policies/Rules, all Tenants named in Section 1 of this Lease Contract as tenant shall be deemed to have violated the Lease Contract. Our requests and notices (including sale notices) to any Tenant shall be addressed as notice to all Tenants and occupants. Notices and requests from any Tenant or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all Tenants. Security deposit refunds will only be issued via one check, and any deduction itemizations will be mailed to one Tenant only.

## Replacements

**25. REPLACEMENT TENANTS AND SUBLETTING.** Replacing a Tenant, subletting, or assignment is not permitted, except with the prior written consent of Landlord in Landlord's sole and absolute discretion. If departing or remaining Tenants find a replacement tenant acceptable to us before moving out, and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) you, the departing Tenant, *will* remain jointly and severally liable for all Lease Contract obligations for the remainder of the tenancy created hereby and any extensions thereof, until such date as the apartment is surrendered back to us vacant and is accepted by us, whether voluntarily, or by legal process.

**Procedures for Replacement Tenant:** If we approve a replacement tenant, then, at our option: (1) the replacement tenant must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement tenants must sign an entirely new Lease Contract. The departing Tenant will no longer have a right of occupancy of the Apartment, but will remain liable for all obligations under this Lease Contract, as provided above.

## Responsibilities of Owner and Tenant

**26. RESPONSIBILITIES OF OWNER.** We will comply with the Housing Regulation requirements to:

- (1) keep common areas reasonably clean and maintained;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment which we have installed and own; and
- (3) make all reasonable requested repairs required by this Lease Contract, subject to your obligation to pay for damages for which you are liable.

Owner is not responsible, as a matter of law in the District of Columbia, to make any repair(s) that it has not been informed of.

**27. DEFAULT BY TENANT.** You'll be in default of this Lease Contract if you or occupant, guest or visitor violates any terms of this Lease Contract including but not limited to the following violations: (1) you do not pay any rent or other amounts that you owe when due; (2) you or any occupant, visitor or guest violate any other provision of this Lease Contract; (3) you or any occupant, guest or visitor violates the apartment community rules and policies, or fire, safety, health, or criminal laws; (4) you abandon the Apartment; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a criminal offense in the Apartment involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the District of Columbia Code; (7) any illegal drugs or paraphernalia are found in your Apartment, irrespective of who brought the same into the Apartment, or whether you had actual knowledge of the same; or (8) you or any occupant, guest or visitor engages in any of the prohibited conduct otherwise described in this Lease Contract. Timely payment of rent hereunder is a covenant of, and an integral part of this Lease Contract. Late payment of rent is a default hereunder, irrespective of whether the rent is ultimately paid, with or without a late charge.

**Eviction.** If you fail to pay rent, or any other charge hereunder otherwise defined as rent, we or our agents/attorney(s) may forthwith file a non-payment suit for possession of the Apartment. Any Notice to Quit/Correct or Vacate in the event of non-payment of rent is hereby expressly waived by you and all occupants. In the event of any default hereunder other than with respect to payment of rent, you will be provided with a thirty (30) day Notice to Correct or Vacate, as provided for under District of Columbia Law, prior to suit.

**Liability for Rent and Damages.** All rent and other charges payable by you for the period prior to termination of tenancy due to your default shall be and remain payable by you even if you are evicted, and all monthly rent and other charges for the remainder of the Lease Contract term or renewal period will be payable by you to us as damages incurred by us, and will be immediately due and delinquent if, without our written consent (1) you move out or give oral or written notice (by you) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be payable by you to us as damages even if you are judicially evicted or move out when we demand because you have defaulted. Your liability for damages is subject to our mitigation obligations, if any are required by law.

**Holdover.** You or any occupant, invitee, or guest or visitor must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) if you hold over after the date contained in your move-out notice, rent for the holdover period, either (a) as provided by D.C. Law, will be increased by 100% over the then-existing rent if the Apartment is exempt from rent control, without notice, or (b) will be increased as provided by law over the then-

existing rent, if the Apartment is subject to rent control; and; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new tenant who can't occupy because of the holdover.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Mitigation of Damages.** If you move out early, you will be subject to all of the provisions set forth herein. We will exercise customary diligence to re-let the Apartment and mitigate damages, to the extent required by law. We will credit all subsequent rent that we actually receive from subsequent tenants under a new lease against your liability for past-due and future rent and other sums due.

## General Clauses

**28. MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have not authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance.

Our not enforcing or belatedly enforcing any right hereunder, including but not limited to written-notice requirements, rental due dates, acceleration, is not a waiver of such rights, under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax and electronic signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents provided hereunder will be in English, unless otherwise mandated by law. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

**Consent to Release of Information.** You hereby expressly and irrevocably authorize us and our representative(s) to provide to any collection agency or debt collector any and all information in your application to us for this Lease and any other information in our possession concerning you, and you irrevocably authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you for any reason related to amounts due and owing under this Lease. You further irrevocably promise to immediately notify the Authorized Entities if any telephone number, address, or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

**29. JURY TRIAL.** In the District of Columbia, you have the right to a jury trial in any legal proceeding. It is your obligation to ascertain the circumstances for seeking and securing a jury trial, and your right thereto may be waived should you not proceed in accordance with District of Columbia law. We have no obligation to provide you with any such information, and in no instance will the owner nor its/his/her employee, agent, or management company give you legal advice.

**30. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the Apartment or apartment community to materially affect its habitability by some or all tenants, we reserve the right to vacate any and all tenants and suspend or terminate tenancy, and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**31. PAYMENTS.** Payment of all sums by you is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due as provided in this Lease Contract and if not so provided then upon our demand. After the due date, we do not have to accept the rent or any other payments. Should any payment be returned to us marked for insufficient or uncollected funds, we have the right to require you to make subsequent payments, for the following six (6) months, via certified funds.

**32. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**33. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term as specified in paragraph 3 (Lease Term), or prior to the end of the lease term, you must give our representative not less than \_\_\_\_\_ (\_\_\_\_\_) days advance written notice of your intention to vacate. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 17 (No Release of Tenant/Heirs & Assigns) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 17 & 18 (No Release of Tenant/Heirs & Assigns, or the Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of this paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover Tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

**34. MOVE-OUT PROCEDURES.** The move-out date you state in your move-out notice cannot be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in re-letting charges and acceleration of future rent. You're prohibited by law from applying any security deposit to rent you won't stay beyond the date you state in your move-out notice. All Tenants, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each Tenant's forwarding address.

**35. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.



ion 2 min walk

2 , 11 min

4 , 12 min

5 , 12 min

7 , 14 min

Potomac Ave SE (near side)

3 , 18 min

4 min

Station

4 , 11 min

6 , 39 min

Potomac Ave SE (far side)

10 min

14 min

19 min

35 min

Potomac Ave SE (East of

Station

2 , 24 min

3 , 12 min



Potomac Ave SE & 14th St SE (near side) 1 min walk

V4 Capitol Heights Station Eastbound 6 , 18 min

V1 Benning Heights Eastbound 29 min

Potomac Ave SE & 14th St SE (far side) 2 min walk

M6 Fairfax Village Eastbound 3 , 18 min



8 Potomac & Pennsylvania Ave SE 2 min walk



JUMP 1400 Potomac Ave SE 1 min walk

JUMP 760 14th St SE 2 min walk

1472 Pennsylvania Ave SE 2 min walk



UberX 3 min away

Pool 5 min away

UberXL 8 min away



1384 Potomac Ave SE Chevrolet Equinox 2 min walk

1472 Pennsylvania Ave SE Chevrolet Equinox 2 min walk

HELLO my name is TransitScreen

I'm here to give live information about all the transportation options around here.

Nearby Destinations

Nooshi 524 8th St SE 13 min walk

Wisdom 1432 Pennsylvania Ave SE 2 min walk

La Lomita Restaurant 1330 Pennsylvania Ave SE 3 min walk



LONG FENCE COMPANY, INC.  
 1910 BETSON COURT  
 ODENTON, MD 21113  
 FED ID#: 53-0257174  
 Telephone #: 800-910-5664

# INVOICE

Phone #: 901-484-5363

Bill To: J RIVER 1401 PENNSYLVANIA AVE  
 C/O MAY RIEGLER PROPERTIES  
 2201 WISCONSIN AVENUE, NW  
 SUITE 200  
 WASHINGTON DC 20007

Ship To: CHAMBERLAIN PLAYGROUND  
 14TH STREET, SE  
 WASHINGTON DC

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
672751	661747	239311		NET ON RECEIPT	052
03/30/20	02/27/20				
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
JOB# 20CC000126		J RIVER 1401 C/O MAY RIEGLER			
		JCBILLNT IRON FENCING AND DOUBLE GATE COMPLETE PER OUR PROPOSAL		.00	34,784.00
		Subtotal			34,784.00
		SALES TAX			.00
		TAX #:			.00
		Total			34,784.00
		Deposits Applied			-17,392.00
		Total Due			17,392.00

PLEASE REMIT ALL PAYMENTS TO THE ABOVE ADDRESS  
 Inquiries email: [accounts\\_receivable@longfence.com](mailto:accounts_receivable@longfence.com)

Sparks at Play LLC  
 3705 Crondall Lane  
 Owings Mills, MD 21117

# Invoice

Invoice Number:

1294

Invoice Date:

Feb 17, 2020

Page:

1

Voice: 410-356-4151

Fax: 410-356-2198

Sold To:

J River 1401 Penn Ave - May Riegler  
 2201 Wisconsin Ave NW  
 Suite 200  
 Washington, DC 20007

Reference Job:

Hopkins Apartments  
 1000 12th St SE # 103  
 Suite 200  
 Washington, DC 20003

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net Due	2/17/20	

Qty Billed	Qty Remaining	Unit Price	Item	Description	Extension
1.00		10,889.89	Deposit	Customer Deposit	10,889.89

Subtotal 10,889.89

Sales Tax 0.00

Check No: 1436

Freight

Total Invoice Amount 10,889.89

Payment Received 10,889.89

**TOTAL 0.00**

Overdue invoices are subject to late charges.



Sparks at Play LLC  
 3705 Crondall Lane  
 Owings Mills, MD 21117

# Invoice

Invoice Number:

EM1005

Invoice Date:

Mar 31, 2020

Page:

1

Voice: 410-356-4151

Fax: 410-356-2198

Sold To:  
 J River 1401 Penn Ave - May Riegler  
 2201 Wisconsin Ave NW  
 Suite 200  
 Washington, DC 20007

Reference Job:  
 Hopkins Apartments  
 1000 12th St SE # 103  
 Suite 200  
 Washington, DC 20003

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net Due	3/31/20	

Qty Billed	Qty Remaining	Unit Price	Item	Description	Extension
1.00		1,365.00	LSI	Rhapsody Kundu Drum DB	1,365.00
1.00		1,365.00	LSI	Rhapsody Kettle Drum DB	1,365.00
2.00		240.00	LSI	LW Post 10" Panel	480.00
1.00		2,100.00	LSI	Marble Panel	2,100.00
1.00		770.00	Freight	Freight	770.00
1.00		3,896.18	LSI Install	LSI Install	3,896.18
1.00		3,440.86	Site Demo	Site Demo	3,440.86
1.00		8,044.13	Site Work	Site Work	8,044.13
1.00		-10,889.89	Apply Depos	Apply Customer Deposit	-10,889.89

Subtotal 10,571.28

Sales Tax 318.60

Check No:

Freight

Total Invoice Amount 10,889.88

Payment Received

**TOTAL 10,889.88**