

The Promenade

Dear Applicant/Shareholder:

In response to your inquiry regarding the lease of an apartment at the Promenade, the following information/procedures are provided for your use and are necessary for the approval of the lessee.

1. APPLICATION TO LEASE: Attached is a copy of the Promenade Towers Mutual Housing Corporation *Application to Lease*. This form must be completed by all prospective lessees appearing on the lease (each applicant must complete a separate form). A copy of the *House Rules* should be picked up at the Administrative Office before signing the application. Signing the application indicates receipt of this document.

2. APPLICATION FEE: The application must be submitted with a \$150.00 application fee and a \$65.00 inspection fee. **Note: If the application is denied, \$125 of the fee will be refunded. The remaining \$25 will be retained to cover administrative costs.** These fees may be paid in the form of a personal check from the Shareholder/Agent, Cash, Money Order or Certified Check from the Applicant. Make check payable to: The Promenade.

3. LEASE FORM: A copy of the Promenade's standard *Lease Agreement*, signed by the applicant should be included with the application. The Owner/Agent should not sign the *Lease Agreement* until approval by the Housing Corporation is received. The application will not be approved until a lease is submitted. In accordance with the By-laws of the Promenade Towers Mutual Housing Corporation, only leases of one year or more will be considered.

4. CREDIT REPORT: A credit report will be obtained on each prospective lessee named on the application. Each applicant must submit two forms of written verification of income such as W-2's, pay stubs, tax returns, letter from employer verifying length of employment and salary on company letterhead or an accountant's statement on letterhead.

5. UNIT INSPECTION: In accordance with the By-laws, an inspection of the unit by the maintenance staff must be completed prior to leasing. The inspection not only covers any alterations to the unit, but the appliances and plumbing are also checked. However, some deficiencies impossible to discover or overlooked in the initial inspection may become evident at a later date. Please be aware that you, the Shareholder, may be responsible for repair or replacement and the costs associated therewith, if said comes to light at a future date. The fee for this service is \$65.

Please note that it is to everyone's advantage for us to inspect the unit when it is empty. If you or your lessee are still occupying the unit you may schedule an appointment to have your unit inspected or advise us of your move-out date, so the inspection can be done at that time. You will be notified of the results of the inspection in the form of a letter.

6. LEASE APPROVAL: All prospective tenants must be approved by Management, as agent for the Board of Directors. Applications and leases are attached to this package and can be obtained in the Administrative Office Monday – Friday, 8:00 am - 5:00 pm, or at the Front Desk 24 hours a day. If you or your applicant require help in filling out the necessary forms, you may contact me at 301-493-4700 between 8:00 am and 4:00 pm.

7. NOTIFICATION OF APPROVAL/DENIAL: After reviewing the application and credit report. Management, as agent for the Promenade, will notify the owner/agent of the approval or denial in the form of a letter. Should you have any questions regarding this process, please feel free to call me at 301-493-4700 between 8:00 am and 4:00pm.

8. LICENSING & REGISTRATION: Chapter 29 of the Montgomery County Code requires that owners of residential property be licensed before their property may be rented to someone else. Please call the Department of Housing & Community Affairs at 240 777-3799 for further information.

9. Effective January 1, 2015, all residential rental properties constructed prior to 1978 must comply with Maryland's Lead Risk Reduction in Housing Act. The Promenade Towers was constructed in 1972. Please direct any questions to MDE at www.mde.state.md.us/lead

Sincerely,

Linda Sherburn, Assistant Board Secretary
5225 Pooks Hill Road, Bethesda, MD 20814
Revised 2014

301-493-4700 (Fax) 301-493-6020

PROMENADE TOWERS MUTUAL HOUSING CORPORATION

LEASE APPLICATION FOR BOARD APPROVAL

THIS APPLICATION is hereby made to rent premises known as 5225 Pooks Hill Road Unit # _____, Bethesda, Maryland 20814, under lease for _____ months beginning on the _____ day of _____ 20__ at and for the monthly rental of \$ _____.

Adults on Lease: LAST NAME FIRST NAME SOC. SEC.# DATE OF BIRTH

1. _____

2. _____

All children & other occupants:

1. _____

2. _____

3. _____

Adult #1 (see above): U.S. Citizen Yes No Legal Permanent Resident Yes No
If no, please provide a copy of passport visa and copy of Form I-94 Arrival/Departure Card.

Other, please specify: _____

Adult #2 (see above): U.S. Citizen Yes No Legal Permanent Resident Yes No
If no, please provide a copy of passport visa and copy of Form I-94 Arrival/Departure Card.

Other, please specify: _____

Present Address: _____
Street # & Name (Apt. #) Phone #

City State Zip

How Long? _____ Rent? _____ Own? _____ Lease ends _____

Landlord/Mortgage Co. _____ Phone # _____

Why moving? _____

Previous
Address: _____
Street # & Name (Apt. #) Phone #

City State Zip

How Long? _____ Rent? _____ Own? _____ Lease ends _____

Landlord/Mortgage
Co. _____
Phone # _____

EMPLOYMENT OF RESPONSIBLE PARTIES (ATTACH WRITTEN VERIFICATION: W-2, TAX RETURN, LETTER):

Name of Person employed _____ Place of Employment _____ Phone # _____

Business Address _____

Position _____ Salary _____ How Long? _____

Annual Overtime/Bonuses/Commissions:\$ _____

If current employment is less than one year:

Where employed _____ How long _____ Salary _____ Phone # _____

Additional Income: Amount \$ _____ Per _____ Source _____
Amount \$ _____ Per _____ Source _____

Bank _____ Accounts: _____

Checking: _____
Name of Bank Balance _____

Savings: _____

Name of Bank Balance _____

Installment debts: (including "revolving charge accounts")

Owed to : _____ Balance _____ Mo. Pymt. _____
Owed to: _____ Balance _____ Mo. Pymt. _____
Owed to: _____ Balance _____ Mo. Pymt. _____
Owed to: _____ Balance _____ Mo. Pymt. _____

Automobile Loans:

Company: _____ Balance _____ Mo. Pymt. _____
Company: _____ Balance _____ Mo. Pymt. _____

Other Debts:

Type: _____ Balance _____ Mo. Pymt. _____
Type: _____ Balance _____ Mo. Pymt. _____

Have you ever declared bankruptcy? Yes ___ No ___. If yes, explain on a separate piece of paper. Are there any outstanding judgments, lawsuits or tax liens current? Yes ___ No ___. If yes, explain.

General: Number & description of automobile or other vehicles:

Make _____ Year _____ Tag _____

_____ Color _____

Make _____ Year _____ Tag _____

_____ Color _____

Drivers License: _____ Name _____

License # _____ State _____

Description of Pets (if any) _____

NO DOGS ALLOWED!!!:

Do you have a waterbed? Yes ___ No ___

Emergency Contact: Name _____ Relationship _____

Phone # _____

I/We the undersigned hereby make an application for approval to occupy an apartment in the PROMENADE TOWERS MUTUAL HOUSING CORPORATION. I/We have knowledge of the House Rules, Occupancy Agreement, and Bylaws and agree to abide by the rules of this community. The undersigned does each certify that the information given in this application is true and I/We have not knowingly withheld any fact or circumstances which would, if disclosed, affect my/our application unfavorably. PTMHC, its employees and agents shall have the right to confirm any and all information furnished.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

NO DOGS ALLOWED !!

If you do not have the above documents, copies may be obtained in the Administrative Office.

LANDLORD/OWNER - PLEASE FILL IN THE FOLLOWING INFORMATION.

OWNER: _____ AGENT(if any) _____

PHONE# _____ (W) _____ APT SIZE _____

VACANT? YES _____ NO _____

CURRENT LEASE EXPIRES _____

THE PROMENADE TOWERS
MUTUAL HOUSING CORPORATION
ADMINISTRATIVE OFFICE
5225 POOKS HILL ROAD
BETHESDA, MD 20814

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between _____, herein called the "Lessor," and _____, herein called the "Lessee." The number of people to occupy the premises _____.

WITNESSETH:

That in consideration of the representations made in the application filed by the Lessee with Lessor, and the rent herein reserved, and of the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, Apartment No. _____ including (excluding) garage space(s) designated as number(s) _____ in the building known as "THE PROMENADE" located at 5225 Pooks Hill Road, Bethesda, County of Montgomery, State of Maryland, to be occupied as a private dwelling and not otherwise.

For a term of _____ commencing for the same on the _____ day of _____, 20____ and ending the _____ day of _____, 20____.

For the total annual rental during the initial term of _____ of Dollars (\$ _____) payable in equal monthly installments of

Dollars (\$ _____), in advance, without deduction or demand, on the first day of each month during said term, at the office of the Lessor, or at such place designated by the Lessor, the first payment of

Dollars (\$ _____) to be made upon the execution hereof covering rent in advance for the first month of said term.

IT IS UNDERSTOOD AND AGREED that Lessee is taking possession of premises on _____ and is to pay the sum of _____ Dollars (\$ _____), as rent from that date through _____, 20____. Thereafter rent in the amount of _____ Dollars (\$ _____) will be due and payable in advance on or before the FIRST day of each month, commencing on _____, 20____.

IT IS FURTHER COVENANTED AND AGREED BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS,

1. LESSOR'S RESPONSIBILITY FOR MAINTENANCE, WARRANTY OF HABITABILITY AND COVENANT OF QUIET ENJOYMENT. Lessor acknowledges responsibility for the maintenance of the premises as required by Section 29-30 of the Montgomery County Code and incorporates by reference Chapter 8, Chapter 22, Chapter 26 and Chapter 59 of the County Code, as an express warranty of habitability and covenant to repair. Lessor further warrants that the premises will be delivered in a clean, habitable and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws. Lessor further assures the Lessee that the Lessee, peaceably and quietly, may enter on the premises at the beginning of the term of the lease. If the Lessor fails to provide Lessee with possession of the dwelling unit at the beginning of the term, the rent payable under the lease shall abate until possession is delivered. The Lessee, on written notice to the Lessor before possession is delivered, may terminate, cancel and rescind the lease.

2. LESSEE ACKNOWLEDGES GOOD CONDITION OF PREMISES. The Lessee hereby acknowledges the good condition of the herein leased premises and the acceptance of this Lease is conclusive evidence that said premises are in good and satisfactory order and repair, unless otherwise specified herein. Lessee agrees that no representation as

to the condition of the premises has been made and no promise made to decorate, alter, repair or improve the premises unless otherwise specified in writing, and at the time of delivery of the premises.

3. POSSESSION. Except as otherwise provided by law, the Lessor shall not be liable for failure to deliver possession of the leased premises at the time stipulated herein as the date of the commencement of the tenancy, except that in the event of delay, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this Lease to the day possession is tendered to the Lessee.

4. DAMAGE TO PREMISES, ETC.

(a) Duty to Report. Lessee shall promptly report to Lessor any damage to or defect found within the dwelling unit so that Lessor may effect repairs diligently. When failure of Lessee to so report the known existence of damage or defects within his dwelling unit causes injury or damage to any part of the rental facility or any person, Lessee shall be liable for the resultant damages or injuries.

(b) Tenant Caused Damages. When acts or omissions of Lessee, his family, visitors, guests or employees, whether negligent, reckless or intentional, cause damage to any part of the rental facility or to Lessor's employees, Lessee shall promptly pay expenses incurred by Lessor to correct such damages upon presentation of a bill itemizing the costs involved. That amount shall be considered additional rent due on the first of the month following Lessee's receipt of the bill. The Lessor and the Lessee hereby covenants that when either of them make repairs to the premise which they subsequently seek to charge the other part to this Lease Agreement, then it shall be the responsibility of the party making the repairs to prepare an itemization of all charges for repair, both labor and materials. Any and all such charges listed herein shall be substantiated upon written request by the party sought to be charged. It is further agreed that the Lessee shall not make any repairs to the premises without the Lessor's prior written permission.

5. USE AND OCCUPANCY RESTRICTIONS OF SUBLETTING, ETC. The Lessee shall personally use and occupy the leased premises solely as a private dwelling for himself and those individuals set forth as occupants on the signature page of this Lease and shall not sublet or rent the leased premises or any part thereof: or suffer to permit the leased premises or any part thereof to be used by any additional occupant, and shall not transfer or assign this Lease, or take any action in connection with any of the same, without the prior written consent of the Lessor, which shall be within Lessor's sole, subjective and absolute discretion and subject to the sole, subjective and absolute approval of the Promenade Towers Mutual Housing Corporation ("PTMHC"). Lessee agrees that the number of occupants is not to exceed the number shown above. The leased premises shall not be used for any commercial purpose whatsoever. Failure to comply with the foregoing limitations shall constitute a substantial and material breach of covenant by the Lessee mentioned at the option of the Lessor, and the Lessor shall have the right and option to re-enter and take possession of the leased premises by legal process from the court having jurisdiction over the premises.

6. PERSONAL AND PROPERTY RISK. All personal property placed in the leased premises, storage room, or in any other portion of said building, or any place appurtenant thereto, shall be at the sole risk of the Lessee or the parties owing the same, except that the Lessor shall be liable for and will reimburse Lessee for any damage to the property of the Lessee caused by the negligence of the Lessor or the Lessor's violation of any law.

7. RULES AND REGULATIONS.

(a) Notice to Lessee. The Lessee hereby acknowledges that he has been informed that the premises hereby leased to the Lessee are included within and part of a cooperative housing project, and that the Lessee has had an opportunity to review the Articles of Incorporation, By-laws, and House Rules (including, without limitation, the Parking Regulations) of Promenade Towers Mutual Housing Corporation. Additionally, the Lessee acknowledges that he has been informed that the Lessor is entitled to possession of the leased premises subject to the terms and conditions of an "Occupancy Agreement" by and between the Lessor and Promenade Towers Mutual Housing Corporation, a copy of which has been exhibited to and reviewed by the Lessee.

(b) Covenants of Lessee. The Lessee hereby covenants and agrees that Lessor's right to lease and Lessee's right to possess the leased premises are subject to all terms and conditions of the Articles of Incorporation, By-laws, and House Rules of Promenade Towers Mutual Housing Corporation as now existing and as the same may from

time to time hereafter be amended and adopted, as the case may be. The Lessee expressly agrees to be bound by and conform to all terms, conditions and covenants contained in the Occupancy Agreement by and between the Lessor and Promenade Towers Mutual Housing Corporation.

8. **HEAT, A/C, WATER, ETC.** The Lessor shall furnish the Lessee only in the pipes and faucets provided for such purposes, hot and cold water, during the term of this Lease, and in the radiators a reasonable amount of heat at all reasonable hours, if the weather and outside temperature require it, except when prevented by strike, accident or other cause beyond the control of the Lessor, and except during the repairing of the apparatus provided in the buildings for furnishing of such heat or water. The Lessor shall not be liable for any injury or damage whatsoever which may arise or accrue, either from his furnishing or his failure to furnish hot or cold water, or heat, or air conditioning.

9. **GAS AND ELECTRICITY.** Lessee shall be entitled to the use of gas and electricity and the Lessee shall exercise due diligence in conserving both gas and electricity. Lessee is not to have the right or privilege of installing any additional gas or electrical apparatus without the written consent of the Lessor first had and obtained. In the event of removal of such additional gas or electrical apparatus, all cost of removal shall be paid by or charged to Lessee.

10. **ELECTRIC LIGHTBULBS.** The Lessor shall furnish electric light bulbs in the fixtures installed by the Lessor at the time the Lessee takes possession of the leased premises, but not thereafter.

11. **REFRIGERATOR AND GARBAGE DISPOSAL.** The Lessor will furnish and maintain in operation in the leased premises such refrigerator and garbage disposal as the Lessor shall deem suitable and appropriate but shall not be liable for any damages which may be caused directly or indirectly, in furnishing or maintaining the same, or by failure to maintain the same in operation, except that the Lessor shall be liable for and will reimburse Lessee for any damage to the property of the Lessee caused by the negligence of the Lessor or the Lessor's violation of any law. Lessee agrees that if any member of his household, his servants, guests or visitors shall cause damage to the refrigerator or garbage disposal of Lessor, Lessee agrees to pay cost of repairing the damage. Lessee further agrees to keep the premises clean, sanitary and safe and dispose of all rubbish, garbage and other waste in a clean and sanitary manner.

12. **LAUNDRY.** The Lessee shall not install or use a washing machine and/or dryer in the leased premises but shall be entitled, upon payment of the meter charges to the use of the equipment located in said building, to use the laundry facilities afforded by the Lessor, in such manner and during such times as may be determined by the Lessor.

13. **TRASH AND GARBAGE.** No trash or trash cans or garbage receptacles will be permitted in the hallways at any time. The Lessor maintains a room in the building in which the leased premises are located and the Lessee must take his trash and garbage and deposit the same in such room. The Lessor shall have the right to impound any trash can or garbage receptacle which is placed in the hallways of the building in violation of this paragraph.

14. **UNLAWFUL USE AND DISTURBING NOISES, ETC.** The Lessee shall not use or permit to be used, the leased premises for any unlawful or illegal purpose, or do or permit any unlawful act in or upon the leased premises. The Lessee shall not make or permit to be made any disturbing noises or to permit any act which will unreasonably interfere with the rights, comforts, or convenience of other tenants. Lessee shall keep the volume of any radio, television, stereo, electronic device or musical instrument in his apartment sufficiently reduced at all times so as not to disturb other tenants in the building and shall not conduct or permit to be conducted vocal or instrumental practice or instruction. In order to eliminate any noise caused or occasioned by walking on the hardwood floors in the leased premises the Lessee shall install carpeting or rugs over 85% of the walking areas of the premises.

15. **ENTRANCE DOORS.** The Lessee shall keep or cause to be kept all doors leading from and to said leased premises into the hallways of said building closed at all times and the Lessor reserves the right to close such doors in the event of the violation of this provision.

16. **PAINTING AND ALTERATIONS.** The Lessee shall not paint or permit the painting of any portion of the leased premises, or erect or cause to be erected any structure in, about, or upon leased premises, or permit or make any structural alterations or changes in and about the said leased premises, without the prior written consent of the Lessor and Promenade Towers Mutual Housing Corporation.

17. USE OF WINDOWS, DUSTING, DEFACING PROPERTY, ETC. The Lessee shall not suffer or permit anything to be kept on the window sills in the leased premises; and shall not permit anything to be thrown out of the windows of the leased premises, or down the courts or light shafts of said building or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the leased premises., and shall not permit anything to be placed in or hung from outside of said windows. The Lessee shall not deface or injure the floors, walls, woodwork or windows of the leased premises or place any sign, advertisement or notice of any kind in or upon the leased premises.

18. PETS. The Lessee expressly agrees not to keep or maintain in said apartment any pet, except with the written consent of the Lessor and Promenade Towers Mutual Housing Corporation. The consent, if given may be revoked by Lessor or Promenade Towers Mutual Housing Corporation at any time within their sole and subjective discretion. All Lessees are prohibited from keeping a dog with or without the consent from Lessor.

19. LOCKS AND KEYS. No additional locks shall be placed upon any doors of the premises. Upon the termination of this Lease, the Lessee shall surrender to the Lessor all keys to the premises.

20. AWNINGS, SHADES, RADIO AERIALS, WATER BEDS, ETC. No awnings or other projections except such as are presently installed on the premises shall be attached to the outside or other parts of the building and no blinds, shades, screens, attachments or contrivances of any kind shall be attached to, hung in, or used in connection with any window or door of the leased premises. Lessee shall not install or use any radio aerials or television aerial other than the central television aerial installed in the leased premises. Lessee agrees to have television connected by an electronics service approved by the Lessor, so as to avoid damage to the master television aerial or sets of other residents. Under no circumstances shall any air-conditioning apparatus, television aerials, or radio aerials be installed by the Lessee upon either the interior or exterior of said building. No furniture containing water, including but not limited to, water beds, are permitted to be brought into the leased premises.

21. PLUMBING FIXTURES. The water-closets, sinks, faucets and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be paid by the Lessee of the damaged premises. The Lessee further covenants to keep all plumbing fixtures clean and sanitary.

22. FIRE HAZARDS. The Lessee shall not permit any act or thing deemed hazardous by Lessor on account of fire or that will increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind, or other cause beyond the control of the Lessor, unless the same shall occur for any reason for which the Lessee is responsible, then the premises shall be repaired within a reasonable time at the expense of Promenade Towers Mutual Housing Corporation in conformity with its By-laws. In cases where the damage by fire or unavoidable accident is so extensive as to render the premises untenable, the tenancy terminates and all liability for rent ceases on payment proportionately to the day of fire or unavoidable accident.

23. BABY CARRIAGES, BICYCLES, ETC. No baby carriages, velocipedes, bicycles or other articles of personal property shall be deposited in the lobbies of the building or to stand in the halls, passageways, areas, courts, sidewalks, or lawns of the building. All such articles will be impounded and a charge of Five Dollars (\$5.00) a day for each day the property is held by the Lessor or the Housing Corporation will be assessed and items will not be returned by the Lessor to the Lessee until all such charges are paid by Lessee.

24. LOITERING, ETC. The Lessee shall not permit or allow any servant, employee, or his children, or any of his guests or invitees to loiter in the lobby, recreation rooms, playground, swimming pool corridors, landings or on the stairs of said building.

25. PROPER ATTIRE. All persons shall be properly attired when appearing in the lobby, corridors, swimming pool and other public spaces in or around said building and the apartment development of which it is a part, and in the event that the Lessee or members of his household or his guests or invitees shall avail themselves of the privilege of using the sun deck or swimming pool in the event same is provided by the Lessor, then they shall be suitably attired.

26. **PARKING.** Garage parking accommodations are not included in the rental unless expressly agreed upon in writing executed by all parties hereto and approved by Promenade Towers Mutual Housing Corporation. It is further agreed between the parties hereto that the Lessee's use of any parking space in said development, whether within or outside of the garage, for the parking of automobiles shall be at Lessee's sole risk, except that the Lessor shall be liable for and will reimburse Lessee for any damage to property of the Lessee caused by the negligence of the Lessor or the Lessor's violation of any law. Any employee of Lessor or the Housing Corporation who shall move or handle Lessee's automobile or any articles or packages therein at the request of Lessee or members of Lessee's family, shall be deemed to be the agent of the Lessee, and not the agent of the Lessor or the Housing Corporation for such purpose. No mechanical or body repair work shall be performed to or upon any automobile inside the garage or anywhere upon the property of The Promenade nor shall any automobile be stored in the apartment development outside of the garage, and if so stored, may be removed and/or stored elsewhere at Lessee's sole cost, expense and risk. Any automobile stored or placed in such garage, or in the space allocated to Lessee together with the contents of such automobile, shall be at the sole risk of Lessee, it being understood and agreed that neither the owners nor the agent shall be held in anywise responsible to the Lessee for loss of or damage to the Lessee's car, or to any personal property left therein, by fire, theft, collision or otherwise, except that the Lessor shall be liable for and will reimburse Lessee for any damage to the property of the Lessee caused by the negligence of the Lessor or the Lessor's violation of any law. Lessee's right to park upon the premises shall be subject to all rules and regulations regarding parking as contained in the House Rule and other documents of the Housing Corporation which are subject to change from time to time. Failure to comply with all such rules and regulations shall be deemed to be a substantial and material breach of this Lease.

27. **SWIMMING POOLS, HEALTH CLUB, TENNIS COURTS, ETC.** Lessee understands and agrees that use of the swimming pools, health club, tennis courts and all other recreational amenities are privileges subject to Lessee being in full compliance with the terms and conditions of this Lease and the rules and regulations and all other documents of the Promenade Towers Mutual Housing Corporation which may from time to time elect to declare to be in effect; a copy of said rules and regulations to be available for inspection at the management office pool area and/or at the reception desk in the lobby of the building. All such privileges are limited to Lessee and all said occupants listed on the signature page this Lease. These privileges terminate when this Lease terminates. Said privileges may be revoked or suspended if Lessee is in default of any of the aforesaid. It is understood by both Lessor and Lessee that a non-occupant Lessor shall not have the use of the amenities.

28. **LIEN FOR RENT.** The Lessor shall have a lien upon all personal property of the Lessee moved in and located upon the leased premises or in the aforesaid building, as and for security for the rent herein provided to be paid as provided by Real Property Article, Annotated Code of Maryland, Sections 8-301 through 8-332, inclusive.

29. **EARLY TERMINATION OF THE LEASE FOR BREACH.** The Lessor may terminate this lease upon 14 days' written notice when the Lessee, or a person who is on the premises with Lessee's consent, demonstrates a clear and imminent danger to themselves, other tenants, the Lessor, the Lessor's property or representatives, or any other person on the property. Further, Lessor may terminate the lease upon 30 days' written notice for any substantial breach of lease that warrants eviction.

30. **TELEPHONE.** The Lessee shall pay all telephone bills for services to the leased premises during the entire term created by this lease, as the same shall become due and payable, if such service is rendered. Listings in the telephone directory shall be the sole responsibility and at the expense of the Lessee. In the event the building in which the leased premises is located shall be provided with secretarial service by the Lessor, such service, and the extent thereof, shall be governed by the rules and regulations referred to in Paragraph 7 hereof. The failure to provide such service shall not be a ground for cancellation of this Lease or for non-payment of rent.

31. **ABANDONMENT.** If the Lessee shall abandon the leased premises, or quit and vacate the leased premises, voluntarily or involuntarily, except as provided herein, the same may be re-let by the Lessor for such rent and upon such terms as the Lessor may deem reasonable and advantageous and in the event of such re-letting, the Lessee shall be and remain liable for any deficiency in rent, any expenses incident to such re-letting, including but not limited to attorney fees as awarded by a court of competent jurisdiction, any damages which the Lessor may have sustained by virtue of the Lessee's use and occupation of the leased premises, and all costs for repairing and restoring the premises. The attorney fees are not part of the tenant's rent and need not be paid to redeem the premises in a non-payment of rent action. The Landlord shall be obligated to pay tenant's attorney's fees if the tenant is the prevailing party in the legal action and fees are awarded by the court.

32. **ACCESS BY LESSOR FOR INSPECTION AND MAINTENANCE AND SERVICING.** The Lessor shall retain duplicate keys to all of the doors of the leased premises, and the Lessor, or his agent, shall have access to the

leased premises, upon 24-hour notice to Lessee, in order to inspect the same, or to make necessary repairs. Lessee hereby agrees to permit various mechanics authorized by Lessor from time to time to render service and make adjustment in connection therewith, customary, or necessary in the construction, remodeling, or in the maintenance of the leased premises or the building. Lessee further agrees that any such work whether requested by Lessee or directed by agent shall be accepted by Lessee as a necessity to the tenancy. The Lessor shall have the right, during the last thirty days of the term hereby created, to show the leased premises to prospective tenants, and during the last ten days of said term shall have access to the leased premises in order to make repairs or redecorate same for the incoming tenant should it deem this action necessary. The Lessor shall exercise these rights of access only after due notice to the Lessee and without objection from the Lessee, and shall supply such services except in an emergency only during normal business hours. Normal business hours to include weekends unless otherwise agreed to between the parties but nothing herein contracted which shall prohibit the Lessor from entering upon the premises in an emergency or after due notice has been given when the Lessor has good cause to believe the Lessee may have damaged the premises.

33. NOTICE TO VACATE. Lessor may terminate this lease as of the end of the initial term by providing Lessee with at least sixty (60) days prior written notice to vacate and Lessee may terminate this lease at the end of the initial term by providing Lessor with at least sixty (60) days prior written notice, to become effective upon the first day of the next month in which said notice is delivered or immediately if delivered on the first day of any month. No reason need be stated in notice by the issuing party. In respect to any "Notice to Vacate" issued by Lessee, such notice shall be deemed to be permission granted to the Lessor to enter and show said leased premises in order to make repairs or redecorate same for the incoming tenant should it deem this action necessary. The Lessor shall exercise this right of access only after due notice to the Lessee and shall exhibit the premises to prospective Lessees only during normal business hours, including weekends, unless otherwise agreed to between the parties.

34. HOLDING OVER TENANCY. Upon the expiration of the original term of this lease by a lapse of time, the Lessee shall automatically thereafter become a Lessee on a month-to-month basis at 1 times the rental rate in effect on the date of expiration or at a new month-to-month rental rate to be determined by the Lessor after written notice thereof to the Lessee. In no event can there be a renewal or extension of this Lease in excess of the month-to-month term without the prior written approval of the Housing Corporation which shall be in its sole, subjective and absolute discretion. If the Lessor desires to increase the Lessee's rent from the rate in effect at the expiration of the original term, effective at or after the expiration of the original term of this lease, two (2) full calendar month's prior written notification of such increase shall be made by the Lessor to the Lessee. It is further understood and agreed that any such notice of rent increase effective at or after the expiration of the original term of this lease, or given a month-to-month Lessee, shall become automatically effective and legally binding upon the Lessee by his continuing to remain in the demised premises after the effective date of such rent increases provided in the notice, whether or not such Lessee shall have communicated to the Lessor his assent or dissent to such rent increase in writing or otherwise. Notice of rent increase issued by the Lessor shall be in conformity with any applicable statute both as to form and content.

35. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the leased premises fail to pay anyone of the monthly installments of rent reserved as aforesaid, when and as the same shall become due and payable, although no demand may have been made for the same, or should the Lessee violate any one of the agreements, terms or conditions of this Lease, or any rules and regulations herein, or hereafter adopted by the Lessor for the building, the Lessor shall have the right and option to re-enter and take possession of the leased Premises forthwith, by legal process from the Court having jurisdiction over the premises. When initiating any legal action, the Lessor may recover its costs, including reasonable attorney fees, from the Lessee. The Lessor's attorney fees are not part of the Lessee's rent and need not be paid to redeem the premises in a nonpayment of rent action. If the Lessee is the prevailing party in the legal action, the Lessor may be obligated to pay the Lessee's reasonable attorney fees if awarded by the court.

36. WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of the covenants, provision or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

37. REPRESENTATIONS IN APPLICATION. The Lessor tenders this Lease to the Lessee and the Lessee accepts the same on the basis of the representations contained in the aforesaid application submitted to the Lessor by the Lessee

and made a part of this Lease, for the purpose of inducing the Lessor to execute the Lease Agreement with the Lessee; and in the event that any of the representations in the aforesaid Application shall be found by the Lessor to be misleading, incorrect or untrue, said shall be deemed a substantial and material breach hereof and the Lessor shall have the right to forthwith cancel this Lease and to repossess the leased premises in the manners set forth by law in this Lease, and pursuant to the documents of the Promenade Towers Mutual Housing Corporation. Lessor and Lessee covenant that this Lease shall not be valid until approved in writing by Promenade Towers Mutual Housing Corporation.

38. RENTAL PAYMENT. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated or, in the event of holding-over by Lessee after the expiration of the term herein specified, the rent required to be paid during such holding-over period, shall be deemed to be other than on account of the stipulated or required rent. The deposit by Lessee of all or any part of the stipulated or required rent in Escrow, in Trust or in any form with any party other than Lessor or his designated agent, without the prior or written consent of Lessor shall not be deemed payment to Lessor, or payment of rent. No endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided Lessee agrees to pay Lessor, as additional rent, a sum equal to five percent (5%) of the rent due as a Late Charge if the full amount of monthly rent is not received by Lessor by the 10th day of the month in which such rent shall be due and payable, and an additional \$35.00 or amount permitted by Maryland law, whichever is greater, of rent due in each instance that any check, given to Lessor by or on behalf of Lessee shall be returned unpaid for any reason. For any and all sums paid in cash or by money order by the Lessee for rent, security deposit or otherwise, the Lessor shall furnish to the Lessee a written receipt.

39. SECURITY DEPOSIT. The Lessee has deposited with the Lessor the sum of \$ _____ Dollars, receipt of which is hereby acknowledged by the Lessor, as security for the full and faithful performance of all of the covenants and conditions contained herein during the term of this Lease and any extension or renewal thereof of the rights and remedies reserved to the Lessor under this Lease being cumulated in the event of a default by the Lessee. The Lessor shall not be required to resort to the security before exercising any other remedy available to it under this lease or by law. This section serves as the Lessee's receipt for the security deposit and advises of the following rights under Maryland law.

- (1) The tenant has a right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy.
- (2) The tenant has a right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant's intended move, of the tenant's intention to move, the date of moving, and the tenant's new address.
- (3) The landlord is obligated to conduct an inspection within 5 days before or after the tenant's stated date of intended moving.
- (4) The landlord has an obligation to notify the tenant in writing of the date of the inspection.
- (5) The tenant has a right to receive, by first class mail, delivered to the last known address of the tenant, a written list of charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy.
- (6) The landlord is obligated to return any unused portion of the security deposit, by first class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy.
- (7) The landlord's failure to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

40. SUBORDINATION. This Lease Agreement and all of its terms, covenants and provisions are and each of them is subject: and subordinate to any Mortgage or Deed of Trust constituting a lien now or hereafter placed upon the property of which the demised premises is a part. Lessee hereby agrees that, except as otherwise provided below, this lease shall not terminate in the event of enforcement of any obligation secured by such Mortgage or Deed of Trust upon the property of which the demised premises is a part, and Lessee further agrees to attorn and to recognize the mortgagee or trustee or the purchaser at any sale pursuant to the enforcement of any such obligation as Lessee's landlord for balance of the terms of this lease subject to all the tenants and provisions hereof. Notwithstanding the attornment agreement above set forth, Lessee specifically agrees that the holder of any such Mortgage or Deed of Trust secured upon the property of which the demised premises is a part, or any purchaser at any sale pursuant to the enforcement of

such obligation shall have the right within thirty (30) days after the acquisition of title to the property of which the demised premises is a part to declare the said attornment provision to be null and void and of no force and effect and thereby terminate this lease.

41. CONDEMNATION. In the event that the demised premises or any part thereof is taken by any authority exercising the power of eminent domain, this lease shall terminate as of the date possession shall be taken by the condemnor. The Lessee waives all claims against Lessor or any condemning authority by reason of the complete or partial taking of the demised premises and shall not be entitled to receive any part of such award which Lessor may receive, hereby quit-claiming all interest therein to Lessor.

42. LIMITATION OF LIABILITY. The term "Lessor" as used in this lease shall refer to the owner only for the time being of Lessor's interest or estate and the property of which the demised premises is a part. Lessor shall be and is hereby relieved of all covenants and obligations of Lessor hereunder after the date of transfer of Lessor's estate or interest in said property, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenant and obligations of Lessor hereunder for the period that said transferee shall own or hold Lessor's estate or interest in said property and the liability of the Lessor under this lease shall be and hereby is limited to its interest in the property of which the demised premises is a part and no other asset of Lessor shall be affected by reason of any liability which Lessor may have to Lessee or to any other person by reason of the execution of this lease, or acquisition of Lessor's interest in said property or this lease.

43. TERMINATION. Under the limited circumstances described below, the Lessee may terminate this Lease Agreement upon thirty (30) days' prior written notice to the Lessor provided, however, that the Lessee shall pay to the Lessor a termination fee equal to one (1) month's rent under the terms of this Agreement or the actual damages sustained by the Lessor, whichever is the lesser amount. The right of the Lessee to terminate this Lease Agreement shall be limited to the following events:

(a) involuntary change of employment whereby the Lessee can no longer reside in the Washington metropolitan area;

(b) death of the major wage earner;

(c) unemployment; or

(d) other reasonable cause beyond the control of the Lessee.

44. EVICTION AND ASSISTANCE. The Lessee is hereby notified that general information and assistance regarding evictions is available from the Montgomery County Department of Housing and Community Services, 100 Maryland Avenue, Rockville, Maryland 20850. Further, in the event of eviction of the Lessee by judicial process, the Lessee has the right to request, at the Lessee's expense or with financial assistance from Montgomery County (if such assistance is available) through the Office of Landlord-Tenant Affairs, moving services and storage accommodations by making such request prior to or immediately following the entry of judgment: provided such services and facilities are not otherwise available to the tenant.

45. CONTEXT OF AGREEMENT. Where by context required, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender.

46. LEASE BINDING ON HEIRS, ETC. This Lease and all covenants, conditions, terms and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of the Lessor and the heirs, executors, administrators, and to the extent herein permitted on the assigns of the Lessee.

47. LICENSE. If applicable, the premises hereby leased are licensed by Montgomery County, Maryland, and a copy of that license may be found in Lessor's possession and may be inspected by the Lessee during normal business hours.

48. DRUG FREE ENVIRONMENT. The residents of the Promenade and Promenade Towers Mutual Housing Corporation insist that the building and surrounding area be a drug free community. As such, Lessee, on behalf of itself, its occupants, visitors, guests and invitees certify that it will not use the premises for any unlawful purpose including but not limited to the unlawful use, possession, manufacture or distribution of drugs or any controlled dangerous substance. Such activity or conduct shall be deemed a substantial and material breach of lease and warrant immediate eviction.

49. VALIDITY OF LEASE. This Lease shall be of no force and effect and shall not be valid unless and until approved by Promenade Towers Mutual Housing Corporation in writing in accordance with the Articles of Incorporation, Bylaws, House Rules and Occupancy Agreements of The Promenade Towers Mutual Housing Corporation.

50. ENTIRE AGREEMENT. Lessor and Lessee covenant and agree that this Lease Agreement, with the attachments thereto, construe the entire agreement of the parties and there are no collateral agreements and all subsequent agreements of the parties, if any, shall be in writing, and a copy of such agreements attached to each copy of this lease.

51. TWO-YEAR LEASE OPTION. Montgomery County law requires each landlord to offer each prospective tenant a lease for an initial term of 2 years unless the landlord has reasonable cause to do otherwise. The tenant may accept or reject this offer. Before signing this lease, the tenant confirms that (initial and date one option):

_____ (A) The landlord offered me a 2-year lease term and I accepted it.

_____ (B) The landlord offered me a 2-year lease term but I rejected it.

_____ (C) The landlord gave me a statement:

(i) explaining why the landlord had reasonable cause not to offer me a 2-year lease term; and

(ii) telling me that I can challenge the landlord's action by filing a complaint with the Montgomery County Department of Housing and Community Affairs.

LESSOR

Address: _____

Telephone: _____

OCCUPANTS LESSEE

Address: _____

Telephone: _____

Disclosure of Information on Lead-Based Paint
And Lead-Based Paint Hazards
RENTALS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint in paint chips, and dust can pose health hazards if not taken care of property. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial)

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check one below):

Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852 (d), and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor

Lessee