

EJF Real Estate Services, Inc.

Lease Agreement

THIS LEASE AGREEMENT (hereinafter known as "Lease") is made on _____ by and between the Tenant, _____ (hereinafter known as "Tenant"), and the Landlord, EJF Real Estate Services, Inc. as Agent for the Owner of the Premises, (hereinafter known as "Landlord").

IT IS MUTUALLY AGREED that Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises known as Unit # _____, Parking Space _____, within the apartment building located at _____, (hereinafter known as "Premises"), for the term of Twelve (12) months commencing on the first day of _____ and ending at Midnight on the last day of _____ for the total rental of _____ **Dollars (\$ _____ .00)**, payable in monthly installments of _____ **Dollars (\$ _____ .00)** in advance, without demand, set off, deduction, or notice, by the first day of each ensuing month (hereinafter known as the "Rental Due Date").

1. MOVE-IN DATE. It is understood and agreed that Tenant is to commence occupancy of Premises on _____. In the event that Landlord is unable to deliver possession of the Premises at the commencement of the tenancy, or on the Move-In Date agreed to herein, Landlord agrees to use whatever efforts are, in its determination, reasonable to secure possession of the Premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord be liable to Tenant for any delay in possession.

2. PRO RATA RENTAL PAYMENT. If Tenant moves into the Premises prior to the commencement date of the Lease, Tenant agrees to pay pro-rata rent for those additional days of occupancy. The pro-rata rent shall be based on the monthly rental assessment and the number of additional days of occupancy.

3. PAYMENT OF RENT. All rental installments and additional charges should be made payable to EJF Real Estate Services, Inc. and delivered to the following address (or at such other place as Landlord may, from time to time, designate.):

EJF Real Estate Services, Inc.
2639 Connecticut Avenue, NW Suite 113
Washington, DC 20008

4. OTHER CHARGES. If, for whatever reason, any installment of the rent is not *received* by Landlord, at Landlord's office, by close of business on the FIFTH (5TH) day of the month, Tenant shall pay to Landlord, as additional rent, an amount equal to FIVE PERCENT (5%) of the current rental installment. It is further understood that this period is *not* a grace period, rent is due and payable on the first day of every month. Tenant further agrees to pay a handling charge of SEVENTY-FIVE DOLLARS (\$75) for each check returned by the bank for insufficient funds or any other reason. Landlord, at Landlord's sole option, at anytime during the term of the Lease or any extension or renewal thereof, may require any and all payments to be made in cash, money order or certified funds.

5. UTILITIES. Tenant is obligated to pay for the following utilities in addition to the rent:

- ALL UTILITIES ARE INCLUDED IN RENT
- Water & Sewer
- Gas
- Electricity
- Other _____

Tenant shall make all the necessary deposits in connection therewith and promptly pay when due all bills for the aforesaid utilities. Tenant shall use reasonable care in the conservation of utilities not chargeable to Tenant. Tenant will not bring into use any articles in the Premises that will exceed the floor load capacity thereof or overload the gas, electric or water/sewer capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to Tenant or Landlord. Landlord shall not be liable in any manner for failure, interruption or stoppage of any utility service at any time.

6. SECURITY DEPOSIT. Landlord hereby acknowledges receipt of a security deposit from Tenant in the amount of (**\$ _____ .00**) which is to be retained by Landlord as collateral security for the faithful performance by Tenant of all covenants, conditions and terms of this Lease. The security deposit is to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Interest shall be paid or credited to Tenant in accordance with the provisions of said Housing Regulations. At Landlord's option, the security deposit may be applied to any rent, service charges, fees or utility bills for which Tenant is responsible that remain due and owing at the expiration of this Lease, any extension or renewal thereof, or applied to any damages to the Premises in excess of ordinary wear and tear, as determined by Landlord, which was caused by Tenant, his family, guests, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of breach of any covenant or provision of this Lease; Tenant agrees to remain liable for any such rents, fees, charges and/or expenses that the security deposit is insufficient to cover. The security deposit, if not retained by Landlord in whole or in part, shall be returned to Tenant in accordance with the provisions of said Housing Regulations. The security deposit may be transferred or assigned by Landlord in the event of sale of the Premises, or in the event of

the hiring or termination of professional management service, or any other event, at Landlord's option. **No portion of said deposit shall be used by Tenant for payment of any rent due.**

7. USE OF PREMISES. The Premises shall be used solely for residential purposes and be occupied by no more than ____ persons, including children, and for no other purpose or additional number of persons whatever, except temporary guests, without the written consent of Landlord. Temporary guest are those persons not named on the Lease who occupy the Premises for no more than two weeks during any twelve month period. The following persons and no others are authorized by Landlord to reside within the Premises: _____

Tenant will not use the Premises for any disorderly or unlawful purposes or in any manner offensive to other and will comply with all applicable laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the Premises.

8. JOINT LIABILITY. Each Tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Agreement, including the payment of the full amount of the rental assessments, and for compliance with all applicable laws.

9. PETS. Tenant SHALL NOT keep any pet(s) or animals of any kind on Premises without written consent of Landlord, such consent to be granted at Landlord's sole and absolute discretion. Landlord hereby agrees that the following pet(s) may be kept on the Premises:

Type __ Size _____ Color(s) _____ Name(s) _____.

Tenant agrees to assume all liability and to be responsible for any and all damage caused by said pet(s).

10. ACCEPTANCE. Tenant acknowledges that Tenant has examined the Premises and Tenant's acceptance of this Lease is conclusive evidence that Premises are in good and satisfactory order and repair unless otherwise specified herein; Tenant agrees that no representations or warranties as to the condition of the Premises have been made; and that no other agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth specifically in writing. Landlord will deliver the Premises in a clean, safe and sanitary condition, free of rodents and vermin and in habitable condition.

11. MAINTENANCE. Tenant shall keep all parts of the Premises in a clean, sanitary and safe order and condition during the term of this Lease or any extension or renewal thereof. Tenant shall provide for and be responsible for the following items marked by a check or X:

- Replacement of all burned-out or non-functioning light bulbs;
- Proper cleaning of carpets and/or cleaning and waxing of wood floors;
- Keeping the plumbing free from stoppages, (Tenant shall be responsible for the cost of correcting any stoppages which may occur);
- Proper use and cleaning of all appliances and mechanical systems;
- Timely replacement or proper cleaning of air-conditioning, furnace and/or heat pump filters (Tenant shall replace or clean the filters once every 2-3 months);
- _____.

Tenant shall promptly report to Landlord in writing any problems requiring repairs or replacement to any part of the Premises. **Tenant shall order all necessary repairs or replacements only from Landlord.** Tenant agrees that any repairs or requests for service ordered on or about Premises without the prior approval from Landlord shall be paid for by Tenant. Tenant shall be responsible for any repair or replacement of property, equipment, or appliances made necessary due to the negligence by acts of commission or omission of Tenant, his family, guests, employees, or invites. Landlord may consider the failure of Tenant to maintain Premises in accordance with Tenant's responsibilities agreed to herein as a breach of this Lease and may elect to terminate this Lease.

12. ALTERATIONS. Tenant shall obtain written permission from Landlord before redecorating and shall not make any alterations, additions, or improvement to the Premises, including painting and installation of any telephone, TV or information cables, without first obtaining Landlord's written consent. Such alterations, etc. shall, at the option of the Landlord, remain with the Premises or be removed by Tenant and the Premises returned to original condition at the expense of Tenant. Tenant will not change the existing locks of the Premises or install additional locks without prior written consent of Landlord. If said consent is granted, Tenant will furnish Landlord with a full set of working keys. Failure to provide a set of keys to the changed or additional locks will result in Landlord replacing said locks at Tenant's expense.

13. AGENCY. The Premises shall be managed by EJF Real Estate Services, Inc. on behalf of the owner of the Premises. All request and questions concerning this Lease or the Premises are to be made exclusively to Landlord at Landlord's office. Where a provision of this Lease requires consent or approval by or notice to Landlord, then such consent or approval must be given by and notices sent to EJF Real Estate Services, Inc. at its place of business. In no case shall Tenant contact the owner of the Premises directly.

14. CARPETS. In order to keep sound transmission to a minimum level, and for the protection of the floors, Tenant shall, at Tenants' own expense, promptly cover at least 80% of the floor area of said Premises with carpets or rugs and pads.

15. SMOKE DETECTORS. Landlord certifies that smoke detectors have been installed and are in proper working condition in accordance with applicable laws prior to Tenant's occupancy. It is the responsibility of Tenant to check smoke detectors periodically during the tenancy and replace batteries as necessary to keep the smoke detectors in proper working condition and to report any malfunction to Landlord in writing.

16. TERMINATION OF TENANCY. Tenant may terminate this Lease at the expiration of its term, or any extension or renewal thereof, by providing Landlord with written notice of their intent to vacate no less than SIXTY (60) DAYS prior to the intended vacate date. It is further

understood that the notice period runs from the first day of the first full month following notice. Notice must be given so that the tenancy expires on the last day of the month. Should Tenant vacate prior to actual end of notice period, Tenant shall be liable for rent and utility payments through the end of the notice period. If Landlord shall desire that Tenant vacate Premises at the end of the term specified in this Lease or any extension or renewal thereof, Landlord shall give notice in writing to Tenant indicating Landlord's intention to repossess Premises as required by law.

17. SURRENDER. Tenant shall, upon the termination of said Lease, surrender Premises and all fixtures and equipment of Landlord therein, in good, clean and operating condition, ordinary wear and tear expected. **Tenant shall, at time of vacating the Premises, thoroughly clean said Premises including all appliances, replace all burned out light bulbs, and remove all trash from the Premises.** If Tenant does not surrender the Premises and all fixtures and equipment in a good, clean and operating condition, action deemed necessary by Landlord to accomplish the same shall be taken by Landlord at Tenant's expense. Prior to vacating the Premises, Tenant shall get final readings for all utilities for which they were responsible and pay the final bills. Upon vacating the Premises, Tenant shall deliver all keys thereto to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for the cost of changing all locks. Any property which is left on the Premises after termination of the tenancy shall be considered to be abandoned and, at Landlord's option, shall become Landlord's property and Landlord may dispose of it without liability to Tenant at the expense of Tenant.

18. PERMISSION TO SHOW. Tenant will permit Landlord or owner of the Premises' designated agent to post a "For Rent" sign, use a lockbox and show said Premises at all reasonable hours to prospective tenants during the last sixty (60) days of the term herein. If the Premises is put on the market for sale at any time during the tenancy, Tenant will permit Landlord or owner of the Premises' designated agent to post a "For Sale" sign, a lockbox, and show said Premises at reasonable hours to prospective purchasers. If Tenant refuses to allow access to Landlord as provided above, such refusal shall be breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting or selling costs against Tenant.

19. NOTICE TO QUIT. If Tenant shall fail to pay said rent, although there shall have been no legal or formal demands made, or desert or leave the Premises vacant for a period of thirty (30) days; or break or violate any of the covenants, conditions or Leases herein, then and in any of said events, this Lease and all things herein contained, shall, at the option of the Landlord, cease and terminate and shall operate as a Notice to Quit; **Tenant hereby expressly waves any Notice to Quit or Notice to Vacate in the event such termination is for non-payment of rent.** Landlord may proceed to recover possession of said Premises under and by virtue of the proceedings between Landlord and Tenant, and when such possession is obtained Landlord may re-rent the Premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs.

20. ATTORNEY'S FEES. If Landlord shall incur any expenses, including reasonable attorney's fees, in instituting, prosecuting, or defending any action or proceeding instituted by reason of any default of Tenant, then Tenant shall reimburse Landlord for the amount of such expense. Should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the specific rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this paragraph shall survive the termination of this Lease.

21. SUBLET/ASSIGNMENT. **Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons under any circumstance whatsoever.**

22. HOLDOVER TENANCY. If Tenant shall continue in possession of the Premises after the expiration of the term specified in this Lease and, in the absence of any written understanding to the contrary, the tenancy shall be deemed to be a monthly tenancy and Tenant hereby agrees to pay same monthly rental thereafter as due during the last month of the term of this Lease or such increased monthly rental for which Landlord from time to time has provided to Tenant not less than thirty (30) days written notice in advance of the rental due date. The tenancy thus created may be terminated by Tenant upon no less than SIXTY (60) DAYS written notice, and by Landlord upon THIRTY (30) DAYS written notice or such other notice as may be required by law. Any such notice must be given so that the tenancy expires on the last day of the month. During the period of any month to month or holdover tenancy, Tenant shall keep and fulfill all of the terms and conditions of this Lease.

23. RENT CONTROL STATUS. Tenant acknowledges that, prior to execution of this Lease by Tenant, Pursuant to Section 205 of the District of Columbia Rental Housing Act of 1985, rent increases for the Premises are not regulated by the Rent Stabilization Program (i.e. Rent Control Laws) of the District of Columbia with respect to rent increases, and that Premises are exempt from said Rent Stabilization Program.

24. INSPECTION. Tenant hereby agrees to allow Landlord, or its duly designated representative, to have access to the Premises at any time without notice or warning in case of emergency, or for the purpose of inspection, or in the event of fire, flood or other property damage, or for the purpose of making repairs Landlord considers necessary or desirable.

25. INSURANCE. Tenant will do nothing and permit nothing to be done on or about the Premises which will contravene any insurance policy covering the same. **It shall be the responsibility of Tenant to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.**

26. PERSONAL PROPERTY. To the fullest extent permitted by the Housing Regulations of the District of Columbia and by applicable law: All personal property in said Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to nor loss of such personal property arising from any acts of negligence of any other persons nor from the leaking of the roof, nor from the bursting, leaking or overflowing of water, sewer or steam pipes, nor from heating or plumbing fixtures, nor from electric wires or fixtures, nor from moths or termites, nor from any other cause whatsoever, nor shall Landlord be liable for any injury to the person of Tenant or other persons in or about the Premises; Tenant expressly agrees to save Landlord harmless in all such cases; provided, however that the forgoing shall not exempt Landlord from liability for damages caused by nor resulting from Landlord's negligence in the operation, care or maintenance of the premises.

