

RESIDENTIAL LEASE AGREEMENT

This RESIDENTIAL LEASE AGREEMENT ("Lease") is made on _____, **2007**, between Junius A. Simon ("Landlord") and _____ ("Tenant").

1. PREMISES. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord on the following terms and conditions, the premises and all improvements (to include all fixtures, appliances, equipment and systems) known as **2224 Washington Ave. Unit #201, Silver Spring, Md. 20910**.

2. FIXTURES AND APPLIANCES. The Landlord shall provide "as is" as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, installed wall-to-wall carpeting, smoke and heat detectors, and if so indicated below, the following checked fixtures and appliances:

	Provides				Provides		
	Yes	No	"As Is"		Yes	No	"As Is"
Stove or Range	X			Window A/C Unit(s)	X		
Wall Oven(s)		X		Alarm System	X		
Cook top		X		Pool, Equip. & Cover	X		
Refrigerator(s)X				Intercom			X
w/ ice maker X				Hot Tub, etc. & Cover	X		
Dishwasher	X			Garage Opener(s)#	X		
Washer	X			w/ remote(s)#	X		
Dryer	X			Ceiling Fan(s)	X		
Built-in Microwave		X		Furnace Humidifier			X
Trash Compactor		X		Electronic Air Filter			X
Disposer	X			Central Vacuum			X
Freezer		X		Water Softener			X
Window Fan(s)		X		Exhaust Fan(s)			X
Other				Other			
Other				Other			

3. LEASE TERM and RENT. The term ("Lease Term") will begin on _____, **2007** ("Lease Commencement Date"), and procede on a monthly basis ending _____, **2008**. The total rent for this Lease Term shall be payable as follows: **\$1,700.00** due in subsequent installments of due on the **FIRST (1st)** day of each calendar month thereafter without **notice, demand or offset**.

This Lease shall be extended automatically from month-to-month upon the same terms and conditions as set forth in this Lease, except that rent shall increase by **fifty dollars (\$50.00)** per month effective on **January 31, 2008**, unless either of the parties gives the other at **least forty-five (45)** days written notice of the intention not to extend this Lease at the end of the then current Lease Term, or the Lease is renewed in writing with terms and conditions as mutually agreed upon at that time. If this Lease is extended month-to-month, **forty-five (45)** days prior written notice by either party shall be required to terminate this Lease. This notice shall be received no later than the first day of the month and the

tenancy shall terminate on the fifteen or last day of the month, whichever date is at least forty-five days or more from receipt of notice.

4. LATE PAYMENT AND RETURNED CHECKS. Installments of rent not received by the Landlord on or before the due date are late and a default under this Lease. If the Landlord does not receive any installment of rent within ten (10) days from the due date, the Tenant agrees to pay an administrative charge of **\$75.00 per occurrence**. The Tenant also agrees to pay a **\$23.00** administrative (legal) fee for rent not received on or before the due date. The Tenant additionally agrees to pay the Landlord an additional charge of **\$50.00 per occurrence** for each returned check. The Landlord has the right to require that all payments be made by money order, cashier's check and/or certified check.

5. FAILURE TO PAY RENT. Failure to pay any installment of rent or additional fee when due is a default under this Lease. If not paid within 5 days after written notice by Landlord of non-payment and of intention to terminate this Lease, the Landlord may terminate this Lease, and unpaid rent for the entire remaining Lease Term may become immediately due and payable if after a good faith effort, the Landlord is unable to reoccupy the premises. Upon termination, the Landlord shall be entitled to:

- A. Possession of the Premises,
- B. Any unpaid rent, additional rent, and administrative charges,
- C. Any damages sustained,
- D. Court costs and reasonable attorney's fees, and
- E. All other remedies provided by law.

6. MANAGEMENT.

(Managing Agent'), Office Address:
Phone Number: is authorized to manage the Premises and collect rent on behalf of the Landlord and shall exercise all rights of the Landlord under this Lease. If the Premises are not professionally managed, all references to the Managing Agent are hereby deleted in their entirety and rent is payable to the Landlord at the following designated address: Phone Number:
Alternate Phone: The Listing Agent is acting only in the initial leasing of the Premises and has no liability or responsibility for property management, for the escrow funds deposited under this Lease after such funds are transferred to the Landlord, or for the obligations and agreements to be performed by the Landlord under this Lease.

7. TRUTHFULNESS OF THE RENTAL APPLICATION. The Tenant represents and warrants that the statements made on the Rental Application ("Application") which application is made a part of this Lease, are material representations that have been relied upon by the Landlord as an inducement to rent the Premises to the Tenant. If any material facts in the Application are untrue, the Landlord shall have the right to terminate this Lease, to hold the Tenant liable for any and all damages to the Premises, to exercise all legal and equitable rights and remedies, and to recover reasonable attorney's fees and costs.

8. **APPOINTMENT OF RESIDENT AGENT BY NONRESIDENT LANDLORD.** Any individual nonresident of Maryland who owns and leases residential real property in Maryland shall have and continuously maintain an agent who is a resident and maintains a business office within the state of Maryland. The Landlord designates: Charlene M. Turner
Street Address: 229 Red Jade Dr., Upper Marlboro, Md., Phone Number: 301-499-2897
as the resident agent.

9. **USES.** The Premises are leased to the Tenant only, and shall be used solely as a residence to be occupied by only those adults and children listed on the Application and those children born, adopted, or placed under the legal care of the Tenant hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of the Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12-month period are permitted without the prior written consent of the Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and Rules and Regulations (as defined in this Lease).

The Landlord shall have the right to terminate this Lease upon receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety or property of either the Landlord or other tenants. This to include activities deemed obscene by community standards. For example, the sale, use, or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, the Landlord shall give the Tenant written notice of termination with the time of vacating to be commensurate with the urgency of the situation. The Tenant shall vacate and surrender possession of the Premises to the Landlord within the time period specified in the notice of termination.

10. **COMPLIANCE WITH CONDO ASSOCIATION DOCUMENTS.** The Tenants right to use and occupy the Premises shall be subject to the provisions of the Condo Association (which shall include condominium unit owners', corporate, homeowners' or other similar associations) covenants, Declarations and Bylaws (collectively "Association Documents") and to such rules and regulations as the Condo Association may issue (collectively "Rules and Regulations"). Failure to comply with the provisions of the Association Documents or Rules and Regulations shall constitute a breach of this Lease. The Tenant shall pay all costs incurred to cure such a breach. This Lease grants the Tenant the rights of the Landlord to use common elements and facilities of the Condo Association (excluding membership rights in the Condo Association), for the Lease Term, in accordance with the provisions of the Association Documents and Rules and Regulations and provided that the Tenant pays any optional user fees. The Landlord agrees to complete necessary forms for the Tenant to obtain or use any Condo Association services.

11. **UTILITIES.** The Tenant shall place and maintain all separately metered or billed utilities in the Tenant's name effective on or before _____ (for the benefit of the Landlord in the event that any work needs to be done to the Premises prior to delivery to the Tenant on the Lease Commencement Date) and shall promptly pay all such utility bills during the Lease Term, as the bills become due.

12. **SECURITY DEPOSIT.** Prior to the beginning of the Lease Term, the Tenant shall deposit the sum of **500.00** ("Security Deposit") as provided below, to be held by the Landlord to insure full compliance by the Tenant of all provisions of this Lease, including but not limited to Tenant obligations with respect

to damages caused by the Tenant, guests, and/or pets. Tenant agrees to pay **\$250.00** as earnest money upon notification that Landlord has accepted Tenant application. The remaining **\$250.00** shall be due on or before the Lease Commencement Date, and the entire sum will be held as security through the Lease Term.

A. If the Tenant fails to comply with any provisions of this Lease, the Landlord may use, apply or retain all or any part of the Security Deposit for the payment of the following: rent, administrative or additional charges set forth in this Lease, damages or any amount the Landlord may expend by reason of noncompliance by the Tenant with the terms of this Lease, including any damages or deficiency in the reletting of the Premises, whether accruing before or after reentry by the Landlord.

B. When the Tenant has performed all obligations under this Lease, paid all rent and other charges, returned all keys, passes and documents provided, and surrendered the Premises in the same condition as at the beginning of the Lease Term, except for reasonable wear and tear, the Landlord shall return to the Tenant within 30 days after the termination of the tenancy and the delivery of possession, any remaining amount of the Security Deposit together with an itemized list of charges with documentation. Unless the Tenant has provided evidence of payment of final utility bills to the Landlord, a minimum of \$100.00 may be withheld from the Security Deposit to pay any unpaid utility bills.

C. The Landlord's application of the Security Deposit shall not be the Landlord's sole remedy in the event of the Tenant's default. *If the costs of repairs, replacements or Landlord's other damages exceed the Security Deposit, the Tenant shall pay for such excess costs. The Tenant cannot use the Security Deposit for any payment of rent or other obligations.*

D. If during the Lease Term, including any extension, renewal or holdover, any part of the Security Deposit shall be used by the Landlord in accordance with the terms of this Lease or applicable law, the Landlord shall notify the Tenant in writing of such use and shall provide an itemized list of charges within 30 days. The Tenant shall immediately deposit with the Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during the Lease Term.

E. The Landlord shall notify the Tenant in writing of the name, address and telephone number of the new agent or new landlord in the event of a change in rental management or the sale, transfer or assignment of the Landlord's interest in the Premises or this Lease. In the event of a sale, transfer or assignment of the Landlord's interest in the Premises or this Lease, the Landlord shall transfer the Security Deposit, be released from all liability, and the Tenant shall look to the new agent or landlord for the return of the Security Deposit.

13. **TENANT OBLIGATIONS.**

A. Tenant Maintenance - The Tenant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate or negligent acts or omissions of the Tenant, Tenant's family, guests, employees or pet(s). The Tenant shall be responsible for:

1. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in appropriate or required receptacles.

2. Using and operating all appliances, equipment and systems in a safe and reasonable manner and so as not to overload any system. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (drywall, carpets, etc.).

3. Furnishing and replacing all light bulbs, fuses, and faucet washers as needed and changing heat pump/air conditioner filters at least once every three months.
4. Clearing drains and toilets and maintaining caulking around tubs and showers;
5. Maintenance of all carpeting and flooring in clean and good condition;
6. Replacement and payment for glass and screen breakage.
7. Promptly reporting to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
8. Tenant shall be responsible for the first **\$50.00** of any maintenance item, repair, or service call, per occurrence. Tenant shall make himself/herself available to meet with vendors, contractors, Owner's agents or Condo Association representatives as required for the maintenance and upkeep of the Premises. Tenant shall be responsible for the cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to make and/or keep appointments with service persons that require access in order to perform necessary maintenance and repairs.
9. The cost of making any repairs, alterations, or additions required by any governmental authority, Condo Association or the Managing Agent due to the Tenants' use.
10. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents during occupancy; and upon vacation of the Premises, the Tenant shall be responsible for the elimination of all such household pests from the interior of the dwelling unit.
11. Within 72 hours of the time Tenant is given access to the premises, Tenant agrees to inspect the premises and provide to Landlord a written list of all deficiencies to the premises, furnishings, and fixtures.

B. Landlord Consent Required - The Tenant is required to submit a written request, including any plans for restoration, to the Landlord. The Landlord's consent must be in writing prior to any of the following:

1. Remodeling, making any structural changes, alteration, addition, or decoration, including papering and painting of the Premises.
2. Installing or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antennas, fireplace inserts, phone jacks.
3. Driving nails or other devices into walls, ceilings or woodwork.
4. Affixing any object containing an adhesive backing to any surface in the Premises.
5. Attaching plant hooks to the ceiling.
6. Rekeying locks, burglary prevention and fire detection devices. The Tenant must provide the Landlord, and the Owners Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or devices. The Tenant shall notify Landlord in writing as to the Tenant's intent to remove any such devices and repair any resulting damage upon termination of tenancy.
7. Installing iron safes, waterbeds, or any other extra-heavy objects. The Landlord reserves the right to prescribe the maximum weight, proper position and the manner of placing objects. The Tenant shall be liable for any damage to the Premises caused by taking in, using, or removing these even if Landlord granted permission.

C. Insurance

1. **Liability** - The Tenant shall not act nor permit another to act in a manner which shall adversely affect, increase the cost of, or result in the cancellation of any fire or other insurance policy covering the Premises. The Tenant shall obtain and maintain, and provide the Landlord with evidence of liability insurance against all claims on account of personal-injury personal property and property damage for which the Tenant may, as a result of use or occupancy of the Premises and of any facilities or common elements of the Condo Association, become liable with limits of not less than \$300,000 with respect to bodily injury to or death of any person(s), arising out of any occurrence, and \$50,000 per occurrence with respect to any instance of property damage.

2. **Personal Property** - All of Tenants personal property located or stored at the Premises shall be located or stored at the Tenant's sole risk. To the extent permitted by law, the Tenant shall indemnify and hold harmless the Landlord from and against any loss or damage to such personal property. To the extent permitted by law, the Landlord and/or the Condo Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises. Renters insurance is recommended, but not required.

D. **Posting of Signs** - The Tenant shall not place or display any sign, advertisement or notice on any part of the Premises.

E. **Liens Upon the Premises** - The Tenant shall not create or permit any lien upon the Premises or Tenants interest in this Lease.

F. **Telephone Numbers** - The Tenant shall provide the Landlord with current home and work telephone numbers.

G. **Abandonment or Absence by Tenant** - The Tenant shall notify the Landlord in writing if the Tenant intends to be absent from the Premises for more than 60 days. If the Tenant fails to notify the Landlord, the Landlord may consider the Premises abandoned, reenter and re-rent, treating the Tenant's personal property as abandoned. The Landlord shall not be liable to the Tenant for these actions. The Tenant shall remain liable for rent due, damage, repairs and any expenses incurred under this Lease until Premises are rented or the expiration of the Lease Term, whichever occurs first. The Landlord may re-rent the terms identical to or different from this Lease, and for any amount or rent. The Tenant shall be responsible for any deficiency in rent collected.

14. PETS. The Tenant and/or Tenants guests shall not keep pets on the Premises without the prior written consent of the Landlord. Such consent may be rescinded if the Tenant does not comply with Association Documents, Rules and Regulations, and local ordinances. The Tenant assumes all liability and responsibility for damages caused by such pet(s). Written consent is hereby granted only for the pets listed on the Application as follows: _____

15. CHECK-IN INSPECTION. If a check-in inspection is not mutually scheduled so that the Landlord and Tenant will both be present, then within 5 days after the beginning of the Lease Term, the Tenant shall submit to the Landlord a written report itemizing the condition of the Premises. This report shall be deemed correct unless the other party submits additional items in writing within 5 days after receipt of the report or takes exception to the initial report. Tenant is liable and responsible for any

damage resulting from its physical move in to the Premises. Any promises made by Landlord to decorate, alter, repair or improve the Premises must be in writing to be enforceable.

16. SMOKE DETECTORS. The Landlord certifies to the Tenant that smoke detector(s) have been installed, or before the Tenant's occupancy, Landlord shall install smoke detector(s) in accordance with the law. It shall be the responsibility of the Tenant to check smoke detector(s) periodically during the tenancy, replace batteries as necessary to keep the smoke detector(s) in proper working condition and to report any malfunctions in the smoke detectors to the Landlord in writing. The Landlord assumes no responsibility or liability for any non-reported malfunctions or misuse of smoke detector(s) by the Tenant, which result in personal injury or damage to personal property or the Premises.

17. LANDLORD MAINTENANCE. Except as otherwise provided in this Lease, the Landlord shall maintain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the Tenant during this Lease. Any equipment, furnishings, fixtures and appliances provided in "as is" condition need not be repaired, replaced or maintained by the Landlord.

18. RIGHTS OF THE LANDLORD - COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, AND SEVERABILITY.

A. The Tenant shall pay all costs, expenses, fees, and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees, and the Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

B. Non-compliance - if the Tenant fails to perform any of the provisions of this Lease (other than failure to pay rent when due), or upon abandonment of the Premises, in addition to other remedies provided by law, the Landlord shall give written notice to the Tenant specifying the particular non-compliance and the Landlord may terminate this Lease not less than 30 days after receipt of such notice unless the Tenant remedies the non-compliance within 21 days in a manner acceptable to the Landlord. In addition to any costs of enforcement, the Landlord shall be entitled to possession of the Premises, rents and other fees due as well as rents due for the entire remaining Lease Term. If the Landlord does not pursue lease termination when non-compliance is noted or accepts additional rents, it does not constitute a waiver or acceptance of the non-compliance. The Landlord reserves the right to take future action against non-compliance.

C. No waiver of any breach of any provision contained in this Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any subsequent breach. All individual provisions in this Lease shall be severable and if any one or more such provision is determined by any court, administrative body, or tribunal, having a proper jurisdiction, to be in any way unenforceable, or to be in any way a violation of, or in conflict with, any law of any applicable jurisdiction (including without limitation, the Maryland Residential Landlord and Tenant Act (if applicable to this Lease as a matter of law)), such determination shall have no effect whatsoever on any of the remaining provisions of this Lease.

19. ACCESS TO THE PREMISES. The Landlord or designated representative(s), upon reasonable notice (72 hours) to the Tenant and at reasonable times, may enter the Premises in order to do any one of the following:

- A. Inspect the Premises
- B. Make necessary or agreed upon repairs, decorations, alterations, or improvements.

C. Supply necessary or agreed services.

D. Place a "For Sale " or "For Rent" sign upon the Premises and a REALTOR lockbox/ key safe and to show the Premises to prospective purchasers 90 days prior to the end of the Lease Term or to prospective tenants 60 days prior to the end of the Lease Term.

In case of emergency, where it is impractical for the Landlord to give reasonable notice to the Tenant of the Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by the Tenant, the Premises may be entered by the Landlord or designated representatives) without notice and without the consent of the Tenant. Should it become necessary to make repairs or to decorate the Premises, the Landlord, whenever possible, shall make arrangements for contracted workers to coordinate with the Tenant the time and date when workers may enter the Premises in order to accomplish the work. It then shall be the Tenant's responsibility to insure that these workers have access to the Premises at a time and date

convenient to both Tenant and workers; and that this time and date should be during the regular business hours of the firm doing the work. If the Tenant refuses to allow or prevents the access to the Landlord as provided herein, the Tenant shall bear any additional expense incurred by the Landlord. The Landlord may take legal action to compel access or may terminate this Lease. In either case, the Landlord may recover actual damages sustained and reasonable attorneys' fees.

20. **EARLY TERMINATION OF OCCUPANCY.** The Tenant shall not be released from liability for rent and other charges due under this Lease unless the Landlord agrees in writing to release the Tenant from such liability.

21. **TRANSFER OF LANDLORD.** It is agreed that if the Landlord is transferred back to the Washington Metropolitan area by the Landlord's employer, the Landlord shall have the right to terminate this Lease by giving the Tenant at least **ninety (90)** days notice in writing, whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord within the termination time period.

22. **TRANSFER OF TENANT.** If the Tenant (i) is transferred 50 miles or more (radius) from the Premises by his current employer, (ii) discharged or released from active duty with the Armed Forces of the United States or from full time or technician status with the Maryland National Guard, or (iii) if a member of the Armed Forces of the United States or on full-time or technician status with the Maryland National Guard, is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, the Tenant shall have the right to terminate this Lease. In cases not covered by the Soldiers and Sailors Civil Relief Act, the termination shall be effective on the last day of the second calendar month following the month in which the Landlord receives the notice of termination from the Tenant. In cases covered by the Soldiers and Sailors Civil Relief Act, the termination shall be effective not less than 30 days after the Landlord receives written notice of such termination from the Tenant. In consideration of such termination, the Tenant shall provide a copy of the Tenant's transfer or orders, the final month's rent (prorated to the effective date of termination) and the following as liquidated damages:

A. 1 and 1/2 month's rent if the Tenant has completed less than 6 months of the tenancy as of the effective date of termination, OR

B. 1 month's rent if the Tenant has competed 6 months or more but less than 12 months of the tenancy as of the effective date of termination.

23. **BANKRUPTCY.** In the event the Tenant is adjudicated a bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Premises shall be surrendered to the Landlord, who hereby reserves the right to reenter and repossess the Premises.

24. **REMOVAL OF PROPERTY.** The Landlord and Tenant agree that the Tenant shall not remove, nor attempt to remove, any of the Tenant's personal property from the Premises while

any rent or other charges are outstanding. If the Tenant shall attempt to remove personal property, the Landlord is empowered to have the property seized and detained until the Tenant fully pays the Landlord the amounts due. The Tenant shall not remove nor attempt to remove any of the Landlord's personal property including appliances, equipment, furnishings and fixtures.

25. **SUBORDINATION.** This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located. Although the subordination provision of this section shall be deemed automatic, the Tenant shall, within 5 days after the request, execute any and all instruments requested by the Landlord to evidence such subordination. If the Tenant fails to do so, the Tenant irrevocably appoints the Landlord as the Tenants attorney-in-fact to execute such instruments for and on behalf of the Tenant.

26. **NOTICES.** Any Notice provided for or permitted by this Lease to be given by one party or the other shall be deemed given for all purposes if mailed as certified United States mail, return receipt requested, addressed to the party to be notified or delivered personally within the Washington, DC Metropolitan Area, and shall be deemed to have been given on the date of such mailing or personal delivery.

27. **DEATH OF TENANT OR LANDLORD.** If the Tenant(s) or Landlord(s) should die during the Lease Term, the surviving Tenant/Landlord or the estate of the decedent may terminate this Lease by giving 30 days written notice and a copy of the death certificate to the other party. This right of termination of the Lease must be exercised within 90 days following the death of the party.

28. **CHECK OUT INSPECTION.** The Landlord, within **10** days of receipt of notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to advise the Tenant of the time and date of the check out inspection, which should be made within 72 hours of termination of occupancy. Tenant has the right to be present at the Landlord's inspection of the premises; however, failure to appear for the inspection will imply that Tenant has waived such right. The inspection will be made to determine what portion of the Security Deposit will be returned to the Tenant and whether the Tenant may be liable for damages exceeding the amount of the Security Deposit. **Prior to this inspection,** the Tenant shall:

A. Have carpets cleaned by a professional company acceptable to the Landlord and provide an original or carbon copy of paid receipt.

B. Have the Premises professionally treated for fleas and ticks if pets have been present and provide an original or carbon copy of a paid receipt.

- C. Eliminate any other household pests from the interior of the Premises, including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents.
- E. Insure that the Premises are thoroughly cleaned in and good repair.
- F. Return all keys, passes and documents provided.

29. **CONDEMNATION.** In the event that the Premises or any part of the Premises (other than common elements, the taking of which does not prevent continued occupancy of the Premises) 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 condemning authority. The Tenant waives all claims against the Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which the Landlord may receive, hereby quit claiming all interest in such award to the Landlord.

30. **DESTRUCTION BY CASUALTY.** In the event of damage to the Premises by fire or casualty, the Landlord, at its option (i) may repair such damage within a reasonable time after written notice of such damage from the Tenant, or (ii) may terminate this Lease by written notice to the Tenant. If the Premises or any part of it is damaged by fire or casualty to such extent that the enjoyment of the Premises is substantially impaired, the Tenant may immediately vacate the Premises and notify the Landlord in writing within 3 days after such vacation of the intention of the Tenant to terminate this Lease, in which case the Lease shall terminate as of the date of vacation. If, however, the damage to the Premises by fire or casualty is caused by the act or omission of the Tenant, or the agents, servants, employees, visitors, or licensees of the Tenant, the Tenant shall have no right to terminate this Lease and the Tenant shall be liable for the rent during the unexpired term of this Lease, **without abatement**, unless the Landlord elects to terminate this Lease.

31. **COMPENSATION ON SALE TO TENANT.** There may be compensation payable as set forth in a separate agreement in the event the Tenant purchases the Premises from the Landlord. This paragraph does not give the Tenant a right, privilege, or option to purchase the Premises.

32. **COUNTERPARTS.** This Lease may be executed in any number of copies, each of which shall be considered an original but all of which together shall be the same Lease.

33. **MISCELLANEOUS.** The conditions contained in this Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings are for convenience or reference only. This Lease contains the final and entire agreement of the parties and neither the Landlord, the Tenant nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Lease. Any provision of this Lease may be waived or discharged only in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. Any provision of this Lease which requires payment of "attorneys fees" and "court costs" shall only be valid to the extent permitted by law.

34. **SEVERABILITY** - Tenants signing this Lease shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural and the plural the

singular, and the use of any gender shall include the other.

35. **ADDITIONAL TERMS.**

- A. **Keys** - Keys shall not be duplicated without express consent of the Landlord. Tenant shall reimburse the Landlord for any lost or stolen keys at a cost of \$50.00 each, or for the cost of replacing locksets, whichever is greater.
- B. **Landlord Address** - Tenant shall send all Notices and Rent payments to Landlord at: 21423 Hannover Estates Dr. Spring, Texas 77388 unless otherwise notified in writing by Landlord. All Notices to the Tenant shall be sent to the Premises. Landlord's phone number is 713-409-6146. If there is an emergency and Tenant is unable to reach Landlord, Tenant shall leave a detailed message and then may also try to call Landlord's agent, _____ for assistance.
- C. **Add'l Representation** – per Tenant's application to lease, Tenants represent that they are non-smokers. The cost to repair any damage to the Premises, such as burns, stains, discoloration or odors which result from smoking shall be borne by the Tenants.
- D. **Pet Deposit** - Tenant shall submit a Pet Deposit in the amount of Four Hundred Dollars (\$500.00), to be held by the Landlord during the Term of the Lease. Pet Deposit shall be applied towards any damage resulting from Tenant's pets, including but not limited to stains, dander, odors or flea infestation.
- E. **Broken Windows**- Tenant shall bear responsibility for the replacement and cost of any broken windows. Landlord will replace windows provide Tenant provides a written police report within 48 hours indicating that the broken window occurred as a result of forced entry or vandalism by an outside third party.
- F. **Loss by Fire or Other Casualty**- In the case that the premises shall become untenantable by fire or other casualty, Landlord may at his option terminate this lease, or repair the premises within 30 days, and failing so to do, or upon the destruction of premises by fire, this agreement shall terminate. Landlord further agrees to provide Tenant with an estimated date of repair within 14 days of the time of the casualty.
- G. **If there is more than one tenant, each of them shall be held liable and severally liable hereunder.**
- H. **Noise or Music** – Tenant shall not make or permit any disturbing noises in the dwelling by him, guests or visitors, or do anything that may infringe upon the rights of peaceful enjoyment of other resident owners and tenants. Tenant agrees to abide by noise bylaws as set aside in Condo documents.
- I. **Automobiles** – Tenant agrees to abide by parking bylaws and restrictions as set aside in Condo documents. Oil changing and major repair of automobiles is not permitted in the parking area.

J. Waterbeds – Waterbeds are not permitted on the premises.

K. Draperies and Liners- Tenant agrees to abide by bylaws set aside in Condo documents with regard to window covers and fixtures.

L. Delivery of Rent to Landlord- Tenant agrees to submit on or before the due date via the “trackable/confirmable” mail delivery method most convenient to the Tenant. The United States Postal Service currently offers tracking of 1st class mail for an additional .50 cents. Other acceptable options may include FedEx, U.P.S., certified mail, express mail, etc.

M. Lead Based Paint Warning – Tests have detected traces of lead-based paint in this property. Landlord agrees to provide test reports and a government compiled document delineating the risk of lead-based paint; who is most likely to be susceptible; and means to reduce risk.

In as much as the verbiage of this document is legally binding, it shall be considered subordinate to condominium documents, rules and regulations, and local ordinances.

We hereby accept all of the above terms and conditions and mutually agree to enter into this Deed of Lease agreement:

LANDLORD:
Junius A. Simon

Signature / Date

TENANT:

Signature / Date

Signature / Date