



**The City of Takoma Park Multi-Family, Single-Family, Condominiums and
Cooperative Rental Property Lease Addendum**
(For use with State of Maryland and Montgomery County Leases)

Special provisions attached to and hereby made a part thereof, the Lease dated _____, for the property located at _____, between _____, Tenant, and _____, Landlord/Agent. The provisions of this addendum shall supersede any provisions to the contrary in the Lease.

1. Termination/Hold-Over:

- A. Landlord/Agent may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other two (2) calendar month's (one (1) calendar month if the premises is a single-family rental property) written notice of termination prior to the Rent Due Date of the last month of occupancy.
- B. Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other one (1) calendar month written notice of intent to vacate.
- C. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.
- D. Failure to vacate the premises after proper notice may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of _____ % of the last rent charged if Tenant holds over without Landlord/Agent's consent.

_____ (Tenant's Initials) _____ (Tenant's Initials)

2. Rent Escalation:

If this Lease commences on a date which is less than twelve (12) months from the date of the last rent increase for the premises, then Tenant's rent will be increased during the Lease Term as follows:

On _____ the anniversary date for this premises, the rent will increase to \$ _____ per month, which based on the current _____ % Rent Stabilization Allowance. If the Rent Stabilization Allowance is increased or decreased on the first of the month of July, following the date of commencement or renewal for this Lease, then your monthly rent shall be adjusted accordingly on the anniversary date following this change. The date of the scheduled rent increase under this lease is at least twelve (12) months from the date of the previous rent increase for the premises and the Tenant will be notified by the Landlord, in writing, of the rent increase at least once month but no more than two (2) months before the effective date of the rent increase. If the Tenant does not receive such written notice of the rent increase, then no rent increase may be made until proper notice is given.

3. Rent Stabilization:

Yes No The premises is a property subject to Rent Stabilization.

If yes, the following provisions apply to the premises:
There is a Rent Stabilization Law in the City of Takoma Park which limits the frequency and amount of rent increases for the premises.

- A. Frequency: The rent for the premises covered by this Lease may only be increased once per twelve (12) month period. The date the rent may be increased is called the anniversary date, which is _____.

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B. Amount: Rent increases for occupied rental units are limited to the amount of the Rent Stabilization Allowance. The Rent Stabilization Allowance is determined by the City of Takoma Park, Housing and Community Development ("HCD") and is effective on July 1st of that year for one year. If the rent for the premises is increased at the end of the Lease Term, then two months prior written notice of a rent increase must be mailed or hand-delivered to the Tenant at the premises address. If this notice is not given, then no rent increase may be made until proper notice is given.

C. Rent Reports: The Tenant has a right to examine the rent reports maintained by the City of Takoma Park HCD during normal business hours at the City of Takoma Park Municipal Building, 7500 Maple Avenue, Takoma Park, Maryland (301) 891-7216.

D. Maximum Allowable Rent. Under the Takoma Park Rent Stabilization Law, the maximum allowable rent for leased premises is \$ _____ per month and the rent being charged to the Tenant at the commencement of this Lease Terms is \$ _____ per month.

4. Acceptance of Property:

A. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas (just the leased premises in the case of a condominium or cooperative housing structure) are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant has been given an opportunity to examine the premises, and has found premises to be in satisfactory condition, 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.

B. List of existing damages. Tenant has the 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 to the Landlord within fifteen (15) days of the Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified herein or as required by law.

5. Responsibility for Repairs:

Except for those responsibilities assumed by the Tenant, as described in Paragraph 9 of the Lease, the Landlord acknowledges responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance. The Takoma Park Property Maintenance Code, as amended, is incorporated herein as an express warranty of habitability and covenant to repair.

6. Required Licenses:

A copy of the required license and annual rent report for the rental facility, issued by the City of Takoma Park, Maryland can be inspected by Tenant during normal business hours at the Office of Landlord Tenant Affairs, HCD, City of Takoma Park, 7500 Maple Avenue, Takoma Park, MD 20912; (301) 891-7119.

7. Grounds Maintenance (Applicable only to Single-Family Rental Property):

Tenant shall be responsible for cutting, trimming, maintaining and watering the grass as necessary and shall not allow any weeds or grass to grow more than twelve (12) inches high. Tenant must: (i) remove leaves and debris; (ii) promptly remove ice and snow from all walks, steps and drives; and (iii) maintain the grounds in good condition. Tenant shall also be responsible for clearing the gutters, downspouts, window wells and drainage areas.

8. Landlord/Agent Access to Property:

If the tenant is not present at the time the Landlord/Agent enters the premises pursuant to Paragraph I-16, the Landlord must provide Tenant with a written report that includes: (i) the name of the individuals that entered the premises; (ii) the date and time of such entry; (iii) the reason for entry and/or identification of any work performed; (iv) time of departure from the premises; and (v) Landlord's telephone number and address.

9. One-Year Lease Offer:

The City of Takoma Park requires Landlords, unless there is a reasonable cause otherwise, to offer all prospective Tenants lease agreements for an initial term of one (1) year. Such an offer may be accepted at the option of the prospective Tenant.

Prior to entering this Lease, the Tenant hereby acknowledges that (initial and date one option below):

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- _____ A. I was offered and accepted a one-year lease term by the Landlord.
- _____ B. I was offered but rejected a one-year term by the Landlord.
- _____ C. I received a copy of a written statement in which the Landlord asserts and explains a reasonable cause for failing to offer me a one-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the City of Takoma Park Commission of Landlord-Tenant Affairs.

10. Air Conditioners:

Under City of Takoma Park Ordinance No. 2004-36, the Tenant has a right to have air conditioners if air conditioning was available to previous tenants of the premises. The Landlord and Tenant must select one the following clauses governing the use and provision of the air conditioners for the premises and initial the selection:

A. Air Conditioning is **not available** for the premises. The Landlord certifies that air conditioning was not available to previous tenants of the premises.

OR

B. Air Conditioning **is available** for the premises pursuant to the following terms and conditions: The method of air conditioning is by:

- Landlord-owned and maintained window air conditioner(s)
(# of AC units provided is _____)
- Tenant-owned and maintained window air conditioner(s)
(# of AC units is _____)
- Landlord-owned and maintained central air conditioning system AND there is no fee charged for air conditioning.
- Landlord-owned and maintained central air conditioning system AND there is a fee of \$ _____ charged during May-September for increased electrical usage. (The Landlord may not charge such a fee if the cost of electrical usage associated with the use of air conditioning was previously included in the rent for the premises).
- Central air conditioning system AND there is a fee of \$ _____ charged for usage of the air conditioner which is owned by the management. In accordance with Takoma Park Regulations, this fee can be no higher than \$35/month for May-September. (No such fee may be charged if air conditioning was previously provided to the premises at no charge).

11. Lock Boxes:

No lock boxes are permitted which provide access to any individual rental unit.

12. Additional Provisions: Further Provisions and Additions:

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ REALTOR® FIRM _____

Tenant _____ Date _____ AGENT _____ Date _____

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