

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is to that certain lease dated _____ (“Lease”) for that Unit known as Unit _____ with an address of _____, Washington, DC (the “Unit”) in Capitol Park IV Condominium Association, Inc. (the “Condominium”), Washington, DC, is made this ___ day of _____, _____, by and between _____, owner(s) of the Unit (hereinafter called “Landlord”) and _____ (the “Tenant(s)”), who comprise all of the Tenants leasing the above-referenced Unit in the Condominium.

WITNESSETH that the Landlord and the Tenant covenant and agree as follows:

1. The Unit which is the subject of the Lease is located within the Capitol Park IV Condominium community. The Condominium is an intended third party beneficiary hereof.
2. The Lease is subject to and must be consistent with the provisions of the Condominium's Documents (Declaration and Bylaws) together with any and all exhibits, schedules, or certificates thereto, and the Rules and Regulations of the Condominium, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Condominium Documents and Rules and Regulations, the provisions of the Condominium Documents and Rules and Regulations shall prevail.
3. The lease to which this Addendum is appurtenant grants Tenant a leasehold estate interest in the Unit. Landlord retains all membership rights in the Condominium including, without limitation, the right to vote. The right of Tenant to use and occupy the Unit shall be subject and subordinate in all respect to the provisions of the Declaration, the Bylaws, and such Rules and Regulations as the Board of Directors (the “Board”) may promulgate from time to time.
4. Tenant acknowledges receipt of a copy of the Declaration, the Bylaws and the Rules and Regulations of the Condominium. Tenant agrees to abide by and comply with all provisions of the Declaration, Bylaws and Rules and Regulations adopted pursuant thereto. Tenant further acknowledges that Tenant's failure to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations shall constitute a material breach of the Lease Agreement. Tenant shall control the conduct of his family, guests, agents, licensees and invitees to assure compliance with the foregoing and shall indemnify and hold the Condominium harmless from any direct or indirect damages for any such person's failure to comply.

5. Condition of Unit: Repairs: Use of Unit.

(a) The Unit is hereby acknowledged to be in a condition permitting habitation with reasonable safety and Tenant accepts said Unit in such condition. Tenant agrees to keep the Unit in a good, clean condition; to make no use or occupation of the Unit other than as stated herein; to make no alterations, additions, or changes in the said Unit or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and the Board; to commit no waste thereon; to obey all laws, ordinances, and the Declaration, the Bylaws, and Rules and Regulations affecting the Unit; to not do or keep, or suffer to be or kept, within the Unit, anything which will increase the cost of the Condominium's or the Landlord's policy or policies of fire and/or hazard loss insurance coverage for the Unit; and to surrender the Unit at the termination hereof in like condition as when taken, reasonable wear and tear excepted.

(b) In addition to the foregoing, Tenant specifically agrees that the use of the Unit shall conform to the following:

(1) Right of Access. The Board or its authorized designee, on behalf of the Condominium, shall have an irrevocable right and an easement to enter Units to inspect the same or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to other Units or the Common Elements, or to enforce the provisions of the Declaration, the Bylaws and Rules and Regulations adopted pursuant thereto. Except in cases involving manifest danger to public safety or property (in which case entry may be effected immediately), the Board shall give at least twenty-four (24) hours' notice to the Owners of any Unit to be entered for the purpose of inspection or repairs. Should any Owner, after being twice given notice, fail to allow access to his or her Unit for inspection or the performance of repairs, the Board may affect such needed access at the Owner's expense. An entry by the Board or its designee, on behalf of the Condominium, for the purposes specified in this Section shall not be considered a trespass. Any cost of effecting access and any maintenance, repair or replacement made by the Board to a Unit shall be assessed against the Owner's Unit and shall become a continuing lien against the Unit and the personal obligation of the Owner pursuant to the Bylaws, and shall be collected in the same manner as an assessment.

(2) Assignment or Subleasing. Tenant agrees and covenants not to assign, sublet or transfer said Unit, except as provided herein with respect to the leasing of one or more rooms in the Unit during a period when the Owner is also occupying the same Unit. Any attempted assignment or sublet shall be void and shall constitute a material breach of the Lease.

(3) Use of Common Elements. The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord

has to use the common elements of the Condominium, to include, but not be limited to, the use of any and all recreational facilities and amenities. Landlord and Tenant acknowledge that the Condominium reserves the right to withhold from Tenant access to common element amenities in the event that Tenant fails to comply with any of the provisions of the Declaration, Bylaws or the Rules and Regulations of the Condominium.

(4) Remedies of the Condominium. Landlord and Tenant acknowledge that the Condominium is the Third Party Beneficiary of the Lease and this Addendum to Lease and that the Board shall, after thirty (30) days written notice to Landlord, have the power to terminate the Lease as if it were the Landlord, or to bring summary proceedings to evict the Tenant in the name of the Landlord in the event of a default by the Tenant in the performance of any provisions of the Lease or of this Addendum to Lease or the Declaration, Bylaws and Rules and Regulations of the Condominium. Landlord hereby appoints the Condominium and its agents as his or her attorney-in-fact to take all actions that it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Condominium to evict the Tenant will be assessed against the Unit and the Unit Owner thereof.

(5) Private Garnishment Right. Landlord and Tenant acknowledge that it is the responsibility of the Landlord to pay all Condominium assessments and charges levied against the Unit herein leased in accordance with the Condominium Documents. In the event of non-payment of Condominium assessments or other charges by Landlord, the Condominium, or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and charges directly from Tenant and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Condominium from the rental due Landlord. In no event shall Tenant be required to pay the Condominium more than the amount of rent due to Landlord by Tenant in a given month, but Tenant is hereby required to pay all of the rental due to Landlord to the Condominium each month until the total amount due the Condominium is paid.

(6) Binding Effect. It is mutually understood and agreed that all the covenants and agreements contained in this Addendum to Lease shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assign of the Landlord, Tenant, and the Condominium. Further, the parties agree that all the covenants and agreements contained in this Addendum to Lease shall be deemed to be part of the Lease Agreement itself and incorporated entirely within the Lease Agreement as if included therein originally. Further, the parties agree that, in case of conflict between the Lease Agreement and this Addendum to Lease, the Addendum to Lease shall prevail. Further, the parties agree that the singular shall include the plural and the male gender shall include the female, or both male and female, whenever the context shall so require. In the event that two or more persons

or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

(7) Severability. Should any clause, sentence, or paragraph of this Addendum to Lease violate any law, ordinance, or constitution applicable hereto, the clause, sentence or paragraph shall be null and void. However, in the event of such an invalid clause, sentence or paragraph, the remainder of the clauses, sentences, and paragraphs of this Addendum to Lease shall continue in full force and effect, as if such invalid clause, sentence, or paragraph had not originally been included herein. The captions at the beginning of each paragraph of this Addendum to Lease are for reference purposes only and are not intended to define, limit, affect, or supplement any provisions of this Agreement.

(8) Default. It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Declaration, Bylaws, Rules and Regulations of the Condominium, and that any failure by Tenant to conform with the foregoing shall constitute a default under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease Agreement and which may be further cured by the Condominium in the manner set forth in Paragraph 5(b)(5) hereof.

6. Tenant acknowledges that Tenant is required to obtain and maintain a renter's insurance policy which provides both property damage and liability coverage for Tenant during the term of the lease. The liability coverage provided by said policy shall be not less than \$300,000.00. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Failure by a Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Lease Agreement. Landlord acknowledges and states for the benefit of the Association that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Tenant fails to obtain or maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Condominium's master casualty insurance policy or Landlord's insurance policy, if any. In addition, Landlord acknowledges and states for the benefit of the Condominium that in the event of an insured loss to a Unit or common element under the Condominium's master casualty insurance policy, if the loss is caused by anything in a Unit or for which the Landlord as the Unit Owner has the maintenance, repair or replacement responsibility, then the deductible amount of \$5,000.00 or such greater amount as may be permitted from time to time by the Act shall be paid by Landlord without regard to the negligence of the Landlord or his or her tenant, guest or invitee. The cost of the deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment. Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Condominium's master casualty insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

7. Landlord and Tenant state for the benefit of the Condominium that there shall be no other Tenants or occupants of the Unit except as named herein. Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Lease or the county occupancy requirements, or the lesser thereof. The Landlord hereby transfers and assigns to the Tenant for the term of the lease, any and all rights and privileges that the Landlord has to use the common elements of the Condominium including, but not limited to, the use of any and all recreational facilities and amenities.

8. Landlord acknowledges that Landlord is required to provide the Condominium with the Landlord's current mailing address, and must notify the Condominium of any change of Landlord's address within seven (7) days of the change.

9. If Landlord does not maintain residency within a One Hundred (100) mile radius of the Condominium, Landlord shall designate the individual/company named below who has legal authority to act on behalf of Landlord in all matters relating to the rental of said Unit. Owner shall file a current Power of Attorney, Management Contract or other suitable evidence of compliance with this requirement with the Condominium's Management Office.

Designated Individual/Company: _____

Address: _____

Daytime Telephone: _____ Evening Telephone: _____

10. The Lease and this Addendum to Lease shall be governed by and construed in accordance with District of Columbia law.

11. ANY VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE TO WHICH THIS ADDENDUM IS APPURTENANT AND SHALL ALSO CONSTITUTE GOOD CAUSE FOR TERMINATION OF SAID LEASE AND TENANCY. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be BY A PREPONDERANCE OF EVIDENCE as determined in the sole judgment of the Board of Directors. Tenant consents that venue for any legal action initiated by the Unit Owner and/or Association shall be proper in any court of competent jurisdiction within Washington, DC. Furthermore, Tenant agrees that in any legal proceeding brought by Owner against Tenant, Owner may, at his/her sole discretion, allege that the rental value of the leased Unit is less than the actual rent paid by Tenant pursuant to the Lease, so that any legal action taken is not otherwise prohibited due to jurisdictional limitations.

12. Landlord and Tenant hereby agree that Landlord shall provide a copy of any Lease, Addendum to Lease, Tenant's Certificate of Insurance, and sublease or assignment if applicable, to the Condominium by delivering a copy of each to the Condominium's managing agent or the Board within ten (10) days of its execution.

13. LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY WERE ADVISED AND AFFORDED AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO EXECUTING THIS ADDENDUM TO LEASE.

14. THIS ADDENDUM TO LEASE IS NOT INTENDED TO RESTRICT LANDLORD AND TENANT FROM INCORPORATING INTO THE LEASE ANY PROVISIONS TO WHICH THEY MAY AGREE SO LONG AS SUCH PROVISIONS DO NOT CONFLICT WITH PROVISIONS WHICH ARE INCLUDED IN THIS ADDENDUM TO LEASE PROTECTING THE RIGHTS OF THE CONDOMINIUM.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, the parties hereto have set their respective, hand and seals to three (3) counterparts of this Addendum to Lease of which any shall constitute an original.

PLEASE PRINT LEGIBLY:

Landlord (Seal)

Address

Tenant (Seal)

Tenant Cell Phone

Tenant Email Address