





10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Apartment Lease Contract

normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any of your utilities are ever interrupted for any reason or if you will be leaving the Apartment vacant for more than five (5) consecutive days, you must notify Management immediately. If any utilities are sub-metered for the Apartment or billed using a ratio utilization billing system, you must pay such billings promptly. If the billing company requests us to pay your bills, we will add the amount of such bills to your rent and treat such amounts as additional rent for all purposes, including seeking possession of your Apartment for nonpayment. You will be responsible for any damages to the Apartment or any other property located in the Building that is caused by any failure on your part to maintain utilities in the Apartment or any failure to maintain the Apartment at a reasonable temperature (including but not limited to damages for frozen/burst water pipes and excess humidity).

**7. INSURANCE AND SAFETY.** We require that you obtain and maintain your own renter's insurance during the entire time you are a resident in your Apartment, and your failure to do so will constitute a breach of this Lease. You shall maintain liability insurance in a minimum amount of \$100,000 per occurrence, and such policy shall name the Landlord and Management as "Interested Parties". Such insurance may protect you to the extent of your coverage from claims by us and others (including other residents and occupants, guests, invitees, and visitors) for damages (including our lost rent) resulting from your negligence. Management shall receive a copy of the insurance coverage (declaration page) showing the coverage and naming the Landlord and Management as "Interested Parties" prior to you taking possession of the Apartment. We are not responsible for any theft, loss or damage to any of your personal property, and therefore, we recommend that you obtain and maintain insurance coverage for your personal property as well.

**8. CONDITION OF THE APARTMENT AND ALTERATIONS.** You accept the Apartment, fixtures, and furniture (if any) as-is, except for conditions materially affecting the life, health or safety of ordinary persons. We disclaim all implied warranties. You will be given a Move-In Inspection Form on or before move-in. Within five (5) days after move-in, you must note on the New Resident Correction List all defects or damage and return it to our representative. Otherwise, everything in the Apartment will be considered to be in a clean, safe, and good working condition. The Apartment will be made available to you in a condition permitting habitation, with reasonable safety.

You must use customary diligence in maintaining the Apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, wallpapering, carpeting, electrical changes, or otherwise materially alter our property. You will be permitted to paint and decorate the Apartment at your sole expense. You acknowledge and agree that upon vacating and surrendering the Apartment to us, you will have removed all decorations installed by you and return all painted surfaces to the same color and texture as existed on the first day of the initial Lease Term. You acknowledge and agree that should the Apartment not be returned in the same condition as existed on the first day of the initial Lease Term, ordinary wear and tear excepted, you will be fully liable for all of our costs, expenses and other damages suffered by us in returning the Apartment to such condition. Under no circumstances shall you drill any holes or otherwise install, mount or hang any item or fixture from any ceiling in the Apartment. We do permit a reasonable number of small nail holes for hanging pictures on sheetrock walls, unless our rules state otherwise, but televisions or other display panels may not be attached to any walls without our permission in each instance. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless statutorily allowed or we have consented in advance in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease Addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish. For as long as you reside in the Apartment, you will replace light bulbs at your expense with bulbs of the same type and wattage. Your improvements to the Apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**9. MULTIPLE RESIDENTS OR OCCUPANTS.** Each Resident is jointly and severally liable for all Lease obligations. If you or any of your Occupants, guests, invitees or visitors, violates this Lease or the Building rules, all Residents are considered to have violated this Lease. Our requests and notices to any Resident will constitute notice to all Residents and Occupants. Repair requests and entry permissions from any Resident or Occupant constitute requests and permissions from all Residents. Your move-out notice must be signed by all Residents or it will not be considered valid.

**10. BUILDING RULES AND REGULATIONS.** You and all of your Occupants, guests, invitees, and visitors must comply with any written Building rules, regulations, and policies, including instructions for care of our property. Our rules are considered part of this Lease. We may make reasonable changes to written rules, which will be effective immediately upon distribution to Residents, either in writing or electronically.

**11. LIMITATIONS ON CONDUCT.** The Apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances and our rules and regulations. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, exercise rooms, storerooms, and similar areas must be used with care in accordance with Building rules and posted signs. No baby carriages, tricycles, bicycles or other articles of personal property may be deposited, allowed or permitted on the patios or balconies of the Building, or passageways, parking areas, garages, courts, sidewalks, lawns or other areas of the Building. You and your Occupants, guests, invitees and visitors may not, anywhere in the Building: (a) use candles or use kerosene lamps or kerosene heaters; (b) cook on balconies or outside (except when using Building gas grills located on the Building roof); or (c) solicit business or contributions. Conducting any kind of business (including child care services) in your Apartment or in the Building is prohibited – except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your Apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You will be liable to us for damage caused by you or any of your Occupants, guests, invitees or visitors.

We may exclude from the Building guests, invitees, visitors or others who, in our sole judgment, have been violating the law, violating this Lease or any Building rules, or disturbing other residents, neighbors, visitors, Management representatives or agents. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or an occupant of the Building or guests, invitees or visitors of a specific resident or occupant of the Building.

**12. PROHIBITED CONDUCT.** You and your Occupants, guests, invitees and visitors may not engage in the following activities: (a) behaving in a loud or obnoxious manner; (b) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Building; (c) disrupting our business operations; (d) manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; (e) engaging in or threatening violence; (f) possessing a weapon prohibited by state law; (g) discharging a firearm in the Building; (h) displaying or possessing, without proper permit, a gun, knife, or other weapon in the common area in a way that may alarm others; (i) storing anything in closets having gas appliances; (j) tampering with



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utilities or telecommunications; (k) bringing hazardous materials into the Building; or (l) injuring our reputation by making bad faith allegations against us to others; (m) engaging in any conduct which is unlawful or which constitutes harassment (whether sexual or directed to or against any person based on that person's protected class status); and (n) storage or use of any propane tank or use of any propane grill or charcoal grill in the Apartment or elsewhere in the Building.

You must not permit or allow any of your Occupants, guests, invitees or visitors to loiter or play in the elevators, lobby, corridors, landings, stairs, parking areas, entrances, garage, basement or roof areas (other than designated amenity areas). You must keep all doors leading from and into the Apartment closed at all times, and we reserve the right to close all such doors in the event of a violation of this provision. You may not make or permit any disturbing noises that unreasonably interfere with the rights, comforts or convenience of other residents. You must keep the volume of any audio device or musical instrument in the Apartment sufficiently low at all times so as not to disturb other residents in the Building. You may not conduct or permit any vocal or instrumental practice or instruction that disturbs other residents. In order to prevent noise caused by walking on the floors in your Apartment, you must install sufficient carpeting to eliminate noise in contiguous apartments as determined by us.

**13. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or Building unless we have so authorized in writing. If we allow an animal, you must sign a separate Pet Addendum and pay an associated pet fee. We will authorize a service animal for a disabled person upon written request and a satisfactory statement of need for accommodation. We may require a written statement from a qualified professional verifying the need for the service animal. You must not harbor or feed stray or wild animals in the Building.

Management has designated certain areas of the Building as "pet free zones." While we do not intend to grant permission for animals to be kept in such areas, we cannot guaranty that animals will not be housed or brought into pet free zones and we disclaim any obligation to keep such areas free of animals or animal dander.

**14. RECREATIONAL FACILITIES.** All persons using any recreational facilities of the Building do so at their own risk and sole responsibility and will do so subject to the posted rules governing such facilities. We do not assume responsibility for any accident or injury in connection with such use unless caused by our gross negligence or the gross negligence of our agents or employees acting within the scope of their employment. We are not liable for failure to operate any recreational or swimming pool facility, if provided, and we reserve the right to close all or any portion of the recreational or swimming facilities at any time in our sole discretion. You will not be entitled to a reduction in rent if your right to use such facilities is interrupted or discontinued. You agree to comply with and/or cause your designated Occupants, guests, invitees and visitors to comply with all rules, regulations and procedures adopted by us regarding the access to, and availability, use and operation of, recreational facilities. Failure to comply with and/or cause your Occupants, guests, invitees and visitors to comply with all such rules, regulations and procedures shall be a material breach of this Lease. Resident acknowledges that the monthly rent at this Building does not include payment to Management for use of certain amenities in the Building, and Resident shall be charged a separate fee in connection therewith, which payment shall be made in the same manner and time as monthly rent is required to be paid under this Lease.

**15. PARKING.** Parking is not provided to you under this Lease. Resident may obtain rights to use the parking garage of the Building through contracting with the parking operator of the Building.

**16. STORAGE SPACES.** Your use of any storage space is subject to the terms of this Lease, any signed Storage Space Addendum and any applicable Building rules and regulations. Mechanical rooms, equipment rooms, electrical rooms and meter rooms are not designated storage areas and items discovered in these rooms will be removed and disposed of by Management without liability to Management.

**17. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are responsible for the delay only to the extent provided by law. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent you from occupying the Apartment, such cleaning or repairs do not materially affect the life, health or safety of ordinary persons, and habitation is possible with reasonable safety.

**18. PAYMENTS.** Your agreement to pay all sums due under this Lease or related Addenda is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent – regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent, fees for amenities or pet-related fees (if any) are due upon our demand.

**19. LOCKS AND LATCHES.** Keyed lock(s) will be re-keyed after the prior resident moves out.

**Lockbox:** Management may keep an extra key fob to your Apartment in a lockbox located in the main lobby of the Building. Resident may grant any Occupants, guests, invitees or visitors permission to access the extra key fob in the lockbox, and shall ensure that such Occupants, guests, invitees or visitors return the extra key fob to the lockbox after use thereof. Management shall have no obligation or liability with respect to providing access to the lockbox in accordance with Resident's instructions.

**Lockouts/Lost Key Fob.** In the event that (i) you are locked out of the Apartment and the extra key fob has been checked out of the lockbox, or (ii) you or your Occupants, guests, invitees or visitors lose any key fob to the Apartment, Management will provide access to the Apartment, and Resident shall be charged a fee of \$25 for the creation of a new key fob.

**Paying for Re-keying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to security devices by you or any of your Occupants, guests, invitees or visitors during your occupancy. You may be required to pay in advance if: (a) we notify you within a reasonable time after your request that you are more than thirty (30) days delinquent in reimbursing us for repairing or replacing a security device which was misused or damaged by you or your Occupants, guests, invitees or visitors; or (b) if you have requested that we repair, install, change or re-key the same security device during the thirty (30) days preceding your request and we have complied with your request. If you fail to return keys at the termination of your tenancy, you will be responsible for re-keying charges for all locks.

**20. DAMAGES.** You must promptly compensate us for loss, damage, government fines, or costs of repairs or service in the Building due to a violation of this Lease or rules, improper use, care, or negligence by you or your Occupants, guests, invitees or visitors. We are not liable for – and you must pay for – repairs, replacement costs, and damage to the following if occurring during the Lease Term (including renewal periods): (a) damage to doors, windows, or screens; (b) damage from windows or doors left open; and (c) damage from wastewater stoppages caused by improper objects in lines exclusively serving your Apartment, unless the above-listed damage is due to our negligence.



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We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

**21. RELEASE OF RESIDENT.** Unless you are entitled to terminate this Lease by law, you will not be released from this Lease for any reason – including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-Residents, loss of employment, bad health or death.

**22. EARLY MOVE-OUT.** You will be liable to us for all damages we suffer including rent, late charges and damages to the Apartment if you:

- (a) fail to give written move-out notice as required in Paragraph 3;
- (b) move out without paying rent in full for the entire Lease Term or renewal period;
- (c) move out at our demand because of your default; or
- (d) are judicially evicted.

**23. DEFAULT BY RESIDENT.** You will be in default if:

- (a) you do not pay rent or other amounts that you owe under this Lease;
- (b) you or any of your Occupants, guests, invitees or visitors violates this Lease or any Addenda hereto, Building rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- (c) you abandon the Apartment;
- (d) you give incorrect or false information in a rental application;
- (e) you or any Occupants is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, sexual assault or crime or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute;
- (f) you or any Occupants is registered or is required by law to register as a sex offender; or
- (g) any illegal drugs or paraphernalia are found in your Apartment or on your person while on the Building's grounds.

**24A. Eviction.** If you are in default, we may seek to end your right of occupancy. We may proceed to institute eviction proceedings at any time your rent is overdue. Termination of your possession rights or subsequent re-letting does not release you from liability for future rent or other Lease obligations, subject to your and our duties to mitigate damages as provided by this Lease or by applicable law. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due if allowed under applicable state or local law; the filing or acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right.

**24B. Holdover.** You or any of your Occupants, guests, invitees or visitors must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different date agreed to by the parties in writing). If a holdover occurs, then: (a) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (b) rent for the holdover period will be one hundred fifty percent (150%) of the then-existing rent, without notice; (c) you will be liable to us for all rent for the full term of the previously signed Lease of a new resident who cannot occupy because of the holdover, we may bring an action for eviction and for damages.

**24C. Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated, on any attached Early Occupancy Addendum, to be rental discounts or abatements, in addition to other sums due. Such rental discounts, if any, were conditional upon your compliance with all rental obligations under this Lease and with the terms of the Early Occupancy Addendum, or as otherwise provided by law. Upon your default, we have all other legal remedies, including lease termination. In the event that we obtain the service of an attorney and take legal action against you in connection with any breach by you of any of the terms or conditions of this Lease, you covenant and agree to pay us reasonable attorneys' fees, plus all court costs, the costs of any special process server employed by us, and all other additional costs that may be incurred, as a court or tribunal of competent jurisdiction may award, in the event that legal action is instituted against you. All unpaid amounts after termination of your tenancy shall bear interest at the rate of eighteen percent (18.0%) per annum, subject to applicable law. You must pay all collection agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you do not pay all sums by that deadline.

**24D. Mitigation of Damages.** If you move out early, you will be subject to the damages and amounts due specified in this Lease and all other remedies authorized by law. We will exercise customary diligence to re-let the Apartment and minimize damages. We will credit all subsequent rent that we actually received from subsequent residents against your liability for past-due and future rent and other sums due.

**25. SURRENDER.** You have surrendered the Apartment when all Apartment keys and access devices have been turned in and all persons claiming a right to possess the Apartment have left. Surrender and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean, make repairs in, and re-let the Apartment; determine any security deposit deductions; and remove property left in the Apartment without liability to Management.

**26. PROPERTY REMAINING IN APARTMENT.** To the extent permitted by law, we, as we may deem appropriate, may remove, dispose and/or store all property remaining in the Apartment or in common areas (including any vehicles you or any of your Occupants, guests, invitees or visitors owns or uses) if you are judicially evicted or if you surrender or abandon the Apartment.

**27. DEATH, INCAPACITATION OR LEGAL DISABILITY.** It is understood and agreed that no interest in the Lease, the leasehold estate created hereby or the Apartment will pass to your heirs, administrators or assigns by will, intestacy, gift or grant. Your death shall not relieve your estate from responsibility for payment of your outstanding obligations under this Lease, nor for the payment for the use and occupancy of the Apartment during the administration of the estate until the Apartment is actually vacated by all Occupants, guests, invitees or visitors, including any remaining persons identified as Residents herein.

**28. REPLACEMENTS AND SUBLETTING.** Replacing a Resident is allowed only when we consent in writing. If departing or remaining Residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, or assignment, then:

- (a) a re-letting charge will not be due;
- (b) a reasonable administrative (paperwork) fee will be due, and a re-keying fee will be due if re-keying is requested or required; and



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(c) the departing and remaining Residents will remain liable for all Lease obligations for the rest of the Lease Term.

**Restrictions on Subletting.** You shall not sublet the Apartment (or any part thereof) or transfer or assign any interest in this Lease. Our acceptance of rent from persons other than you will not be deemed to be consent to an assignment of this Lease or subletting of the Apartment, nor shall it create a landlord/resident relationship between us and such other persons, but rather, the Apartment shall remain subject to the tenancy created by this Lease until properly terminated. Assignment of this Lease or subletting of the Apartment without our prior written consent is a material breach of this Lease.

**Procedures for Replacement.** If we approve a replacement resident, the replacement resident must sign any and all documents required by us. If one Resident is moving out and we have consented to the replacement, then the security deposit of the departing Resident automatically transfers to the replacement resident. If all Residents are departing and we have consented to a new set of replacement residents, the security deposit (with interest) will be returned to the departing Residents and the replacement residents will post a new security deposit. The departing Resident will no longer have a right to occupancy or a security deposit refund.

**29. REQUESTS, REPAIRS, AND MALFUNCTIONS.** You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health or safety (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress or other, which should be immediately reported to the appropriate authorities and to our representative).

We may change or install utility lines or equipment serving the Apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform repairs or maintenance. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible. We will act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part as a result of any heating, air conditioning or other maintenance or equipment problems.

If we believe that fire or catastrophic damage to the Apartment is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you written notice. If this Lease is so terminated, we will refund prorated rent and all deposits, less lawful deductions.

**30. OBLIGATIONS OF MANAGEMENT.** We will act with customary diligence to:

- (a) keep common areas reasonably clean, subject to Paragraph 10;
- (b) maintain fixtures, hot water, heating and A/C equipment;
- (c) substantially comply with applicable federal, state, and local laws; and
- (d) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

**31. WHEN WE MAY ENTER.** We may enter the Apartment immediately without notice in an emergency situation, and as otherwise authorized by applicable law. We may enter the Apartment after due notice to you and without reasonable objection during business hours. If practical under the circumstances, we will attempt to provide at least forty-eight (48) hours advance written notice of our intent to enter.

You hereby authorize entry for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; delivering packages, dry cleaning or other deliveries, inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing Apartment to prospective Residents (after move-out or vacate notice has been given); showing Apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or in connection with inspection, response to, or compliance with any citation for any alleged housing code violation. You are deemed to have given us permission to enter your Apartment in connection with any request for services, maintenance, or repairs or to respond to housing code complaints. You agree to cooperate fully in providing us access to your Apartment for the same without delay or interference.

**32. MISCELLANEOUS.** You submitted an application to us to induce us to execute this Lease. In the event that any of the representations in your application are found to be misleading, incorrect or untrue, we shall have the right to treat such misleading, incorrect or untrue representation as a breach of this Lease. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease, executed Addenda, and published rules and regulations are the entire agreement between you and us. No change, alteration or modification of this Lease, including any oral statement or representations of our agents, shall be valid unless the same is in writing and signed by you and us. Our representatives (including Management personnel, employees, and agents) have no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given. Fax, .pdf or other electronic signatures are binding. All notices must be signed. You agree that this Lease may be manually executed or executed using an electronic digital signature, and manually executed counterparts may be delivered in faxed or scanned electronic form.

Exercising one remedy will not constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, manager, member, partner, officer, shareholder or director of the Landlord, Management or their respective affiliates, is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. All notices and documents may be in English and, at our sole option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to the employees, agents, managers, members, partners, officers, shareholders or directors of the Landlord, Management or any of their respective affiliates. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. If someone requests information about you or your rental history for law-enforcement, governmental, or other business purposes, we may provide such information if we receive a signed release and/or a commonly recognized subpoena.



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If we are prevented or prohibited from completing our performance of any obligations under this Lease by an act of God, strikes, epidemics or pandemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or other occurrence which is beyond our control, then we will be excused from any further performance of those obligations to the full extent allowed by law. If such an event damages the Apartment or Building such that the habitability of the Apartment or Building is materially impacted, we will have the right to vacate any and all tenants from the Apartment and/or Building. Should any event described herein, or a similar event, occur, then you excuse us from any further performance of any obligations under this Lease to the full extent allowed by law.

**33. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease changes are allowed before the initial Lease Term ends, except for changes authorized by a written Addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

**If, at least thirty (30) days before the Advance Notice Deadline referred to in Paragraph 3, we give you written notice of rent increases or Lease changes effective when the Lease Term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The modified Lease will begin on the date stated in the notice (without necessity of your signature) unless you give us timely written move-out notice required by Paragraph 3 and Paragraph 34 and you vacate in conformance with such notice.**

**34. MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of this Lease or any renewal term. You will still be liable for the entire Lease Term if you move out early. Your Move-Out Notice must comply with each of the following:

- (a) Your move-out notice must be in writing. Oral move-out notices will not be accepted and will not terminate your Lease.
- (b) Your move-out notice must not terminate this Lease sooner than the end of the Lease Term or renewal period.
- (c) The move-out date in your notice must be either the last day of the month or the exact day designated in your notice, provided such date is at least sixty (60) days after the date your notice is received.
- (d) We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in Paragraph 3. However, if a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements above are met.

Your Notice is not acceptable if it does not comply with all of the above. Please use our written move-out form. You must obtain written acknowledgement from our representative that we received your move-out notice.

**35. MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless you and we both agree in writing. You will not move out before the Lease Term or renewal period ends unless all rent for the entire Lease Term or renewal period is paid in full. Early move-out may result in re-letting charges. You are prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out. All Residents, guests, invitees, visitors and Occupants must vacate the Apartment on or before the vacate date specified in the notice to vacate. You must give us, in writing, each Resident's forwarding address.

**36. CLEANING.** You must thoroughly clean the Apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you do not clean adequately, you will be liable for reasonable cleaning charges – including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear.

**37. MOVE-OUT INSPECTION.** Please be advised that you have a right to be present at our inspection of the Apartment to determine the amount, if any, of your security deposit to be returned. We will provide reasonable notice of the date and time of inspection, and if you desire to be present during our inspection of the Apartment, you are required to notify us of this desire in writing, prior to the date of the scheduled inspection.

**38. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing missing smoke detectors; unreturned keys; removing or re-keying unauthorized security devices or alarm systems; agreed re-letting charges; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; late payment and returned check charges; a charge for reasonable attorneys' fees as awarded by a court, court costs, and filing fees actually paid; late fees; and other sums due under this Lease.

**39. RESIDENT SAFETY AND PROPERTY LOSS.** You and all your Occupants, guests, invitees and visitors must exercise due care for your own and others' safety and security. You agree to make every effort to follow the Security Guidelines found in this Lease.

**Smoke Detectors.** We will furnish smoke detectors as required by statute. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable a smoke detector, or if you remove a smoke detector battery without replacing it with a working battery or fail to replace a dead battery or report malfunctions to us, you may be liable to us for all amounts authorized by statute, plus actual damages, and attorneys' fees for any loss, damage, or fines from fire, smoke, or water. Such action will be deemed a material, non-remedial default under this Lease entitling us to terminate this Lease and obtain possession of the Apartment.

**Casualty Loss.** We are not liable to any Residents, guests, invitees, visitors or Occupants for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, acts of terrorism, theft, or vandalism unless otherwise required by law.

**Crime or Emergency.** Dial 911 or immediately call local medical, emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests, invitees, visitors or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If you are, or any of your Occupants, guests, invitees or visitors, is affected by crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.



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# Apartment Lease Contract

**Solicitation.** Solicitors are not permitted in the Building. If you are solicited, you should notify the management office immediately.

**40. PACKAGES.** You agree that you are required to register and utilize the Parcel Pending lockers at the Building for all package delivery. There is no cost associated with the parcel pending lockers. However, you agree that you will be responsible for any penalties, fees, or costs associated with your failure to pick up a package within the timeframe prescribed by the Parcel Pending locker service. Management reserves the right to refuse to accept packages on your behalf, for any reason or for no reason at all. Management shall not have any obligation to accept delivery of any package on behalf of any Resident or other party. In the event that Management elects to receive any package or other delivery on your behalf, and/or delivers it to your Apartment, it will do so as a one-time courtesy to you, on a case by case basis. Please note that it will not be standard for Management to accept a package on your behalf. In the event that Management elects to accept a package on your behalf, you hereby consent to Management's acceptance of same on your behalf and also authorize Management to sign for any package addressed to your Apartment. In the event that Management elects to receive a package on your behalf, you agree to retrieve such package from Management within three (3) days of delivery of such package. In the event that you fail to retrieve any package from Management for more than three (3) days after delivery, the package will be deemed abandoned by you and Management shall have no liability for the transmittal of any such package to you. In the event that your package or delivery is damaged in any way, you hereby agree to hold Management harmless and release Management from any liability therefor. You hereby acknowledge that Management has no responsibility to notify you of receipt of any package or delivery and that you will look solely to the delivery service or carrier for notifications of delivery and liability for damages to any package. You agree that Management shall have no liability for any delay in the final delivery of any package to you, for any reason.

**41. SECURITY GUIDELINES.** We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other Occupants in your dwelling, including any children you may have, about these guidelines.

## PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows – even while you are inside.
2. Engage the keyless deadbolts on all doors while you are inside.
3. When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
4. If children (who are old enough to take care of themselves and are at least the required age as specified by local or state law) are left alone in your Apartment, tell them to use the keyless deadbolt, if applicable, and refuse to let anyone inside while you are gone – regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Do not put your name, address, or phone number on your key ring.
6. If you are concerned because you have lost your key or because someone you distrust has a key, ask the management to re-key the locks. You may request this service provided you pay for the re-keying. We cannot refuse to provide a key to an authorized Resident unless a court order exists (and is provided to us) precluding entry to such Resident.
7. Dial 911 for emergencies. If the 911 service does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If any emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries have sufficient energy.
9. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to Management – in writing, dated and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to Management – in writing, dated and signed – any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

## PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems do not exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

**42. ORIGINALS AND ATTACHMENTS.** This Lease has been executed in multiple originals, with original signatures – one for you and one or more for us. Our Building rules, regulations and policies will be attached to this Lease and given to you at signing. When a Move-In Inspection Form is completed, both you and we should retain a copy.

**43. LOCAL LAWS AND ORDINANCES.** It is the intent of the parties to comply with the laws of the jurisdiction in which this Building is located. The terms of this Lease may be modified by another Addendum which conforms to the laws of the jurisdiction in which this Building is located. If there is any conflict in the terms of that Addendum and this Lease, the conflicting terms of that Addendum shall control. In the event no other Addendum is attached to this Lease and the local laws or ordinances provide additional rights or remedies not included herein, this Lease is amended by reference to such local laws and ordinances to incorporate the terms, rights, or remedies thereof herein. It is the intent of the parties to have this Lease construed to include any such rights or remedies herein, and the provision of such laws or ordinances shall supersede and control over the language of this Lease to the extent they are in conflict. If any of the provisions of this Lease are found to be unenforceable or void, then you and we agree that such unenforceable lease provisions shall be disregarded by the court, and the remaining enforceable provisions of this Lease will remain enforceable and binding on both you and us and will be enforceable to reflect the intent of the parties.

**44. TRANSPORTATION OPTIONS.** Brochures providing information on Metrorail, Metrobus, DC Circulator, Capital Bikeshare, the Guaranteed Ride Home Program, the DC Commuter Benefits Law, and other transportation-related information will be provided in the lobby. In addition, Lisa Adams, the Assistant General Manager of the building, will serve as a Transportation Demand Management lead and is available at ladams@related.com to answer any questions regarding DC public transportation services.

**45. MASTER CONDOMINIUM STATUS.** Resident acknowledges that, prior to entering into this Lease and prior to any occupancy of



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# Apartment Lease Contract

the Apartment leased to Resident under this Lease, Resident is hereby being advised that the Apartment Building has been subjected to a master condominium regime known as 10K Master Condominium (the "Master Condominium") pursuant to the District of Columbia Condominium Act, Title 42, Chapter 19, §42-1901.01 et seq., District of Columbia Code (2010 Repl. Vol.) as amended ("Condominium Act"), by the recordation and/or filing of the following instruments among the Land Records of the District of Columbia ("Land Records") or with the District of Columbia Office of the Surveyor ("DC Surveyor"), as applicable (collectively, the "Master Condominium Instruments"): (i) Declaration of Condominium for 10K Master Condominium recorded prior hereto among the Land Records; (ii) Bylaws of the Unit Owners' Association of 10K Master Condominium recorded prior hereto among the Land Records; and (iii) the Plat and Plans for 10K Master Condominium filed prior hereto with the DC Surveyor. Resident further acknowledges that the Apartment and this Lease are subject to the terms and provisions of the Master Condominium Instruments, and to such rules and regulations as may in the future be adopted from time to time by or for the unit owners' association of the Master Condominium (the "Master Condominium Rules and Regulations"), as such Master Condominium Instruments and/or Master Condominium Rules and Regulations may be amended from time to time. Resident hereby agrees to indemnify Landlord and the unit owners' association of the Master Condominium (including its members, directors, officers and agents) for any loss, cost, damage or expense incurred by Landlord and/or the unit owners' association of the Master Condominium (including its members, directors, officers and agents) directly or indirectly as a result of Resident's breach of its obligations as set forth in this Section.

**46. CONDOMINIUM STATUS.** Resident acknowledges that, prior to entering into this Lease and prior to any occupancy of the Apartment leased to Resident under this Lease, Resident is hereby being advised of the condominium status of the Apartment being rented and of the Apartment Building, which has been filed and registered with the Rental Conversion and Sale Division of the D.C. Department of Housing and Community Development as a condominium known as 10K Residential Condominium (the "Condominium") pursuant to the Condominium Act. Resident further acknowledges that the Landlord may record and/or file the following instruments among the Land Records or with the DC Surveyor, as applicable (collectively, the "Condominium Instruments"): (i) Declaration of Condominium for 10K Residential Condominium; (ii) Bylaws of the Unit Owners' Association of 10K Residential Condominium; and (iii) the Plat and Plans for 10K Residential Condominium. The Condominium Instruments may at any time, at the Landlord's sole discretion, be recorded among the Land Records or filed with the DC Surveyor, as applicable. Resident further acknowledges that, upon such recordation or filing, the Apartment and this Lease shall be subject to the terms and provisions of the Condominium Instruments, and to such rules and regulations as may in the future be adopted from time to time by or for the unit owners' association of the Condominium (the "Condominium Rules and Regulations"), as such Condominium Instruments and/or Condominium Rules and Regulations may be amended from time to time. Resident agrees that the tenancy created hereunder is subject to the following additional provisions:

- (a) Because the Apartment is part of the Condominium, Resident acknowledges that the tenant election rights and other tenant rights under District of Columbia law that are otherwise applicable to a rental property that undergoes conversion to a condominium shall not apply to Resident, the Apartment, any other tenants in the Building, nor otherwise to the Condominium.
- (b) Resident hereby agrees to indemnify the Landlord, Management and the unit owners' association of the Condominium (including its members, directors, officers and agents) for any loss, cost, damage or expense incurred by the Landlord, Management or the unit owners' association of the Condominium (including its members, directors, officers and agents) directly or indirectly as a result of Resident's breach of its obligations as set forth in this Section.

**47.** The items checked below are attached to this Lease and are part of this Lease and are binding on you and us even if not initialed or signed.


- Apartment Standards Addendum
- Building Rules and Regulations
- Smoke-Free Addendum
- Utilities Addendum
- D.C. Lead Paint Disclosure Form
- Acknowledgement Form of Disclosure of Information on Lead-Based Paint
- Acknowledgement of Document Receipt D.C. Local Law Addendum
- Notice of Exemption from Rent Stabilization Program
- Trash Removal Addendum
- Pest Control Addendum
- Concession Addendum
- Storage Space Addendum
- Pet Addendum
- Satellite Dish or Antenna Addendum
- Amenities Addendum
- Guaranty Addendum
- ACH Addendum

Resident or Residents (*all sign below*)

	11/16/2021		
	Date		Date
	Date		Date

**RELATED MANAGEMENT COMPANY, LP**

as agent for the Landlord

By:  11/17/2021  
DocuSigned by: Carrie Jenkins  
 Name: 53740938207485... Date  
 Title: 10K Manager





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(202) 774 3920

# Apartment Lease Contract

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**Below are the name, address, and phone number of Management's managing agent who is authorized to receive notices and services of process.**

10 K Street SE  
Washington, DC 20003



10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Notice of Exemption from Rent Stabilization Program

YOU ACKNOWLEDGE THAT, PRIOR TO YOUR EXECUTION OF THIS LEASE, WE HAVE ADVISED YOU THAT THE RENTAL ACCOMMODATION IN QUESTION IS EXEMPT FROM THE PROVISIONS OF THE DISTRICT OF COLUMBIA RENT STABILIZATION PROGRAM (D.C. CODE § 42-3502.01 ET SEQ., AS AMENDED).

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

<small>DocuSigned by:</small> [Redacted Signature]	11/16/2021	_____
[Redacted Signature]	Date	Date
_____	Date	_____
	Date	Date

**RELATED MANAGEMENT COMPANY, LP**

DocuSigned by:  
By: *Carrie Jenkins* 11/17/2021  
\_\_\_\_\_  
53740038A2C7485  
Agent for Owner Date

300. NOTICE TO TENANTS OF HOUSING CODE PROVISIONS, 14 DC ADC § 300

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 300  
D.C. Mun. Regs. Tit. 14, § 300

300. NOTICE TO TENANTS OF HOUSING CODE PROVISIONS

Currentness

300.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

**Credits**

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes ("Act of 1902"), Public, No.218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 300, 14 DC ADC § 300

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302. VOIDING LEASE FOR VIOLATION OF REGULATIONS, 14 DC ADC § 302

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 302  
D.C. Mun. Regs. Tit. 14, § 302

302. VOIDING LEASE FOR VIOLATION OF REGULATIONS

Currentness

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

- (a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and
- (b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

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14 DCMR § 302, 14 DC ADC § 302

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**303. SIGNED COPIES OF AGREEMENTS AND APPLICATIONS, 14 DC ADC § 303**

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 303  
D.C. Mun. Regs. Tit. 14, § 303

**303. SIGNED COPIES OF AGREEMENTS AND APPLICATIONS**

**Currentness**

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 303, 14 DC ADC § 303

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304. PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS, 14 DC ADC § 304

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 304  
D.C. Mun. Regs. Tit. 14, § 304

304. PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS

Currentness

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial, or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

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14 DCMR § 304, 14 DC ADC § 304

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**305. INSPECTION OF PREMISES AFTER BREACH OF..., 14 DC ADC § 305**

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 305  
D.C. Mun. Regs. Tit. 14, § 305

**305. INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE**

**Currentness**

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 305, 14 DC ADC § 305

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306. WRITTEN RECEIPTS FOR PAYMENTS BY TENANT, 14 DC ADC § 306

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 306  
D.C. Mun. Regs. Tit. 14, § 306

306. WRITTEN RECEIPTS FOR PAYMENTS BY TENANT

Currentness

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

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14 DCMR § 306, 14 DC ADC § 306

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307. PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS, 14 DC ADC § 307

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 307  
D.C. Mun. Regs. Tit. 14, § 307

307. PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS

Currentness

307.1 No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant for any of the tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:

- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the tenant or through a tenant organization;
- (b) The good faith organization of a tenant organization or membership in a tenant organization;
- (c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

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14 DCMR § 307, 14 DC ADC § 307

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**308. SECURITY DEPOSITS, 14 DC ADC § 308**

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**Credits**

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975; Amended at 40 DCR 2204 Mar. 17, 1993; Amended at 54 DCR 889 Feb. 2, 2007.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 308, 14 DC ADC § 308

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309. REPAYMENT OF SECURITY DEPOSITS TO TENANTS, 14 DC ADC § 309

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 309  
D.C. Mun. Regs. Tit. 14, § 309

309. REPAYMENT OF SECURITY DEPOSITS TO TENANTS

Currentness

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

- (1) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in paragraph (4)(a) and (a-1) (14 DCMR § 311); or
- (2) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within 30 days after notification to the tenant pursuant to the requirement of paragraph (2)(a)(2) (14 DCMR § 309.1(b)), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute prima facie evidence that the tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.

309.5 (1) Any housing provider violating the provisions of this section by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this section shall be liable for the amount of the deposit withheld or, in the event of bad faith, for treble damages.

- (2) For the purposes of this sub-paragraph, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken

**309. REPAYMENT OF SECURITY DEPOSITS TO TENANTS, 14 DC ADC § 309**

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**Credits**

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975; Amended at 40 DCR 2184 Apr. 2, 1993; Amended at 54 DCR 889 Feb. 2, 2007; Amended at July 13, 2012.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 309, 14 DC ADC § 309

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310. PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS, 14 DC ADC § 310

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 310  
D.C. Mun. Regs. Tit. 14, § 310

310. RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES

**Currentness**

310.1 In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

310.3 The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

**Credits**

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 310, 14 DC ADC § 310

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311. INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS, 14 DC ADC § 311

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 311  
D.C. Mun. Regs. Tit. 14, § 311

311. INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS

Currentness

311.1 The interest in the escrow account described in section § 308.3 on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at not less than the statement savings rate then prevailing on January 1st and on July 1st for each 6-month period (or part thereof) of the tenancy which follows those dates. On those dates, the statement savings rate in the District of Columbia financial institution in which the escrow account is held shall be used. All interest earned shall accrue to the tenant except for that described in paragraph (4) (a-1) or as set forth in paragraph (2) (14 DCMR § 309).

311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in paragraph (2) (14 DCMR §§ 309.1 and 309.2). Any housing provider violating the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section, shall be liable to the tenant, as applicable, for the amount of the interest owed, or in the event of bad faith, for treble that amount. For the purposes of this paragraph, the term 'bad faith' means any frivolous or unfounded refusal to pay interest on a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken. Any housing provider who willfully violates the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section shall be subject to a civil fine of not more than \$ 5000 for each violation.

(1) If the housing provider invests the security deposit in an account with an interest rate that exceeds that of the statement savings rate as required in subparagraph (a)(14) (14 DCMR § 311.1), the housing provider may apply up to 30% of the excess interest for administrative costs or other purposes.

311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, the owner shall not assign the account or use it as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

**311. INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS, 14 DC ADC § 311**

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**Credits**

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975; Amended at 40 DCR 2204 Mar. 17, 1993; Amended at 54 DCR 889 Feb. 2, 2007; Amended at 59 DCR 2879 June 6, 2012.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 311, 14 DC ADC § 311

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End of Document

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312 to 314. RESERVED., 14 DC ADC § 312 to 314

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 312 to 314  
D.C. Mun. Regs. Tit. 14, § 312 to 314

312 to 314. RESERVED.

**Currentness**

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 312 to 314, 14 DC ADC § 312 to 314

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399. DEFINITIONS, 14 DC ADC § 399

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 3. Landlord and Tenant

14 DCMR § 399  
D.C. Mun. Regs. Tit. 14, § 399

399. DEFINITIONS

Currentness

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 399, 14 DC ADC § 399

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End of Document

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101. CIVIL ENFORCEMENT POLICY, 14 DC ADC § 101

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 1. Administration and Enforcement

14 DCMR § 101  
D.C. Mun. Regs. Tit. 14, § 101

101. CIVIL ENFORCEMENT POLICY

Currentness

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and wellbeing of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

Current through District of Columbia Register, Volume 63, Number 46 dated November 4, 2016.

14 DCMR § 101, 14 DC ADC § 101

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End of Document

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106. NOTICE TO TENANTS OF HOUSING CODE PROVISIONS, 14 DC ADC § 106

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West's District of Columbia Municipal Regulations  
Title 14. Housing  
Chapter 1. Administration and Enforcement

14 DCMR § 106  
D.C. Mun. Regs. Tit. 14, § 106

106. NOTIFICATION OF TENANTS OR OCCUPANTS CONCERNING VIOLATIONS

Currentness

106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 106, 14 DC ADC § 106

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End of Document

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10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Acknowledgment of Document Receipt D.C. Local Law Addendum

You acknowledge receipt of a copy of Chapter 3 and Sections 101 and 106 of Title 14 of the District of Columbia Municipal Regulations.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

DocuSigned by:

[Redacted Signature]

11/16/2021

Date

Date

Date

Date

**RELATED MANAGEMENT COMPANY, LP**

DocuSigned by:

By: *Carrie Jenkins*

11/17/2021

Agent for Owner

Date



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

September 2013



## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.





## Lead Gets into the Body in Many Ways

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### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

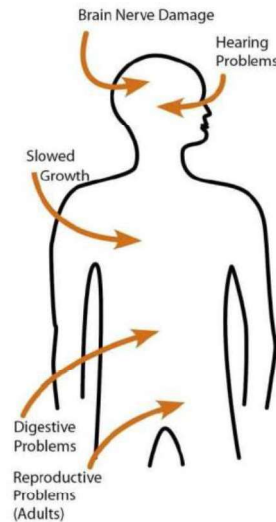
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as Hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.





## Checking Your Home for Lead

---

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- **A risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

---

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.



## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).





## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska,

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).









10 K Street SE, Washington, DC 20003  
(202) 774 3920

# D.C. Lead Paint Disclosure Form

Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

**Federal Lead Warning Statement:**

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

**Leased Premises:** The address of the Apartment is 10 K Street SE Apt [REDACTED] Washington, DC 20003

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective residents or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form

**Owner's Disclosures:**

The undersigned is the management agent of the owner of the Building ("Management") and affirms that the following states what is reasonably known about the Building.

A. The following statement describes what Management knows about the presence of lead-based paint in the Building:

*To Management's knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the Apartment or Building, including common areas. Management will provide access to any record or report Management has about the absence of lead-based paint at Building.*

B. The following statement describes what Management knows or reasonably should know about the condition of the Apartment:

*To Management's knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the Apartment or in the Building, including common areas, if applicable. Management will provide access to any record or report Management has about the absence of lead-based paint hazards at this property.*

C. The following accurately describes whether any government action is currently pending, with respect to the Apartment or the Building:

*There are currently no pending actions ordered by a District Government agency with respect to the Building listed above.*

**NOTE: The following definitions are followed with respect to the statement below.**

**DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD:** "Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

**DEFINITION OF PRESUMED LEAD-BASED PAINT:** "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling Apartment or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

**Owner's Acknowledgement**

By its signature below, the undersigned agrees that this Lead Disclosure Form states information about the Apartment and Building listed above, which is reasonably known to Management, and that Management has answered the questions in this form truthfully. Management also agrees to comply with the Act's requirement that Landlord provide information to prospective residents, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling apartment. Undersigned understands that falsification of any information provided or required in this document may subject Management to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

	11/16/2021	
	Date	Date
_____	Date	Date

**RELATED MANAGEMENT COMPANY, LP**

By:	11/17/2021
Agent for Owner	Date



10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Acknowledgement Form

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

Apartment Number: \_\_\_\_\_

Address: 10K, 10 K Street SE, Washington, DC 20003 \_\_\_\_\_


### Resident's Acknowledgement

- A. Resident confirms receiving a completed Lead Disclosure Form for the Leased Premises on the date listed below.
- B. Resident confirms receiving the pamphlet *Protect Your Family from Lead in Your Home* on the date listed below.


### Management's Acknowledgement

Management has informed the owner of the Apartment of its obligations under §42 U.S.C. 4852d, and is aware of its responsibility to ensure compliance.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

	11/16/2021	
	Date	Date
_____	Date	Date

### RELATED MANAGEMENT COMPANY, LP

By: 	11/17/2021	
Agent for Owner	Date	



# Trash Removal Addendum

10 K Street SE, Washington, DC 20003  
(202) 774 3920

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): [REDACTED] and us, Related Management Company, L.P. as agent for 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K, 10 K Street SE, Washington, DC 20003 (the "Building"), for Apartment No. [REDACTED] (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease. To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform with this Addendum and applicable local law.

Resident acknowledges that the monthly rent for the Apartment does not include payment to Management for the collection and removal of trash from the Building. Resident will pay Management the monthly sum of [REDACTED] for the collection and removal of Resident's trash from the Building.

Resident agrees to comply with all rules, regulations and procedures adopted by Management regarding the collection and removal of trash. Resident's failure to comply with all such rules, regulations and procedures, shall be a material breach of the Lease.

**ACKNOWLEDGED, UNDERSTOOD AND AGREED:**

<small>DocuSigned by:</small> [REDACTED]	11/16/2021	
	Date	Date
	Date	Date

**RELATED MANAGEMENT COMPANY, LP**

<small>DocuSigned by:</small> <i>Carrie Jenkins</i>	11/17/2021
By: Agent for Owner	Date



10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Water/Sewer Addendum

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): \_\_\_\_\_ and us, Related Management Company, L.P., 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K 10 K Street SE, Washington, DC 20003 (the "Building"), for Apartment No. \_\_\_\_\_ (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease. To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform with this Addendum and applicable local law.

Resident acknowledges that the monthly rent for the Apartment does not include payment to Management for water/sewer charges for the Apartment and the Building. Resident agrees and acknowledges that charges for water/sewer at the Building will be billed by Management on a monthly basis and that these charges for water/sewer will be based upon the number of bedrooms and/or square footage of the Apartment and not on actual usage. Resident agrees to be responsible for paying these water/sewer charges to Management directly. Resident will pay Management the monthly sum of \_\_\_\_\_ for the water/sewer usage for Apartment and the Building.

Resident agrees to comply with all rules, regulations and procedures adopted by Management regarding the charging of water/sewer charges. Resident's failure to comply with all such rules, regulations and procedures, shall be a material breach of the Lease.

### ACKNOWLEDGED, UNDERSTOOD AND AGREED:

<small>DocuSigned by:</small> _____ _____	<u>11/16/2021</u> Date	_____	Date
_____	Date	_____	Date

### RELATED MANAGEMENT COMPANY, LP

<small>DocuSigned by:</small> By: <i>Carrie Jenkins</i> <small>5374093BA2C7485</small>	<u>11/17/2021</u> Date
Agent for Owner	



10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Smoke-Free Lease Addendum

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): [REDACTED] and us, Related Management Company, L.P. as agent for 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K, 10 K Street SE, Washington, DC 20003 (the "Building"), for Apartment No. [REDACTED] (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

- Purpose of No-Smoking Policy. The parties to the Lease desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
- Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form, including marijuana, e-cigarettes and/or any other device emitting a vapor, odor or scented fragrance.
- Smoke-Free Building. Resident agrees and acknowledges that the Apartment has been designated as a smoke-free living environment. Resident shall not smoke anywhere in the Apartment or in the Building, or in any of the common areas or adjoining grounds of the Building, nor shall Resident permit any of its Occupants, guests, invitees or visitors to do the same.
- Resident to Promote No-Smoking Policy and to Alert Landlord of Violations. Resident shall inform Resident's Occupants, guests, invitees and visitors of the no-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into Resident's unit from outside of the Apartment.
- Landlord Not a Guarantor of Smoke-Free Environment. Resident acknowledges that Landlord's adoption of a smoke-free living environment does not make Landlord or any of its agents the guarantor of the health of Resident or any of its Occupants, guests, invitees or visitors, or of the smoke-free condition of the Apartment and the Building. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases. Landlord is not required to take steps in response to smoking unless Landlord is put on actual notice of the presence of tobacco smoke, via agent, personal knowledge, and/or written notice by a resident.
- Effect of Breach and Right to Terminate Lease. Resident acknowledges and understands that smoking in the Apartment and/or in other areas of the Building may constitute a nuisance and health hazard and be a material infringement on the quiet enjoyment of the other residents in the Building. For the foregoing reasons, Resident acknowledges and agrees that not smoking in the Apartment and in other areas of the Building is OF THE ESSENCE to this Lease, and Resident covenants and agrees to take all measures necessary, at its own cost and expense, to minimize all such objectionable conduct, including but not limited to restraining Resident's Occupants, guests, invitees and visitors from smoking in the Apartment, or in the Building, or in any of the common areas or adjoining grounds of the Building. Resident agrees that any breach of this covenant and agreement shall be a material breach of this Lease; that irreparable damage to Landlord might result if this covenant and agreement are not specifically enforced; and therefore that, in addition to all other rights and remedies of Landlord as provided herein, such covenant and agreement shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Resident agrees to indemnify and hold Landlord harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Resident or any of its Occupants, guests, invitees or visitors of any of the foregoing restrictions, including, without limitation, any withholding of rent by residents of the building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation or negotiations with Resident or any other residents of the building with respect to the foregoing. The failure by Landlord to respond to a complaint filed by a resident regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of Resident.
- Disclaimer by Landlord. Resident acknowledges that Landlord's adoption of a smoke-free initiative does not in any way change the standard of care that Landlord or Management would have to Resident or its Occupants, guests, invitees or visitors to render the Building and the subject premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Building, common areas or the Apartment will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Apartment or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements in this Addendum is dependent in significant part on voluntary compliance by the residents of the Building and their guests, invitees and visitors. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

**ACKNOWLEDGED, UNDERSTOOD AND AGREED:**

DocuSigned by: [REDACTED]	11/16/2021	_____
[REDACTED]	Date	Date
_____	Date	Date

**RELATED MANAGEMENT COMPANY, LP**

DocuSigned by: Carrie Jenkins	11/17/2021
By: _____	Date
Agent for Owner	



10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Building Rules and Regulations

Any capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

1. Bicycles are not permitted in the main lobby of the Building. Resident and its Occupants, guests, invitees and visitors must use the drive-through entrance when exiting or entering the Building with a bicycle.
2. Sidewalks, entrances, public halls, passenger elevators, and stairways shall not be obstructed nor used for any purpose other than for ingress to, and egress from, amenity spaces or apartments in the Building.
3. Resident shall not, and shall permit its Occupants, guests, invitees or visitors to, make any disturbing noises in the Building that will interfere with the rights, comforts or convenience of other residents. Resident shall not permit any musical instrument to be played or practiced on the Building property between the hours of 10:00 p.m. and 8:00 a.m. Resident shall not operate or permit to be operated any device creating or audibly producing any noise which can be heard in the hallway or any contiguous apartment between the hours of 10:00 p.m. and 8:00 a.m.
4. Resident shall keep its apartment in clean condition and good repair and shall not sweep or throw, or permit to be swept or thrown from their apartment, any dirt or other substance into any of the corridors or halls or stairways of the Building, or out of any window or door of the Building. Resident and its Occupants, guests, invitees and visitors are expressly forbidden from throwing anything out of the windows or doors or from any balcony, or in the halls of the Building or upon any part of the land adjacent to the Building.
5. Landlord and Landlord's agents and employees are not responsible to Resident, or any of Resident's Occupants, guests, invitees or visitors for any of the following: (1) any loss of or damage or injury to such person or such person's property in the Apartment or the Building due to accident, negligence, intentional act, theft or other crime of third-parties; (2) any loss of or damage to such person's property delivered to any employee of the Building (i.e., manager, staff, concierge, security personnel, etc.); or (3) any damage or inconvenience caused to such person by actions, negligence or Lease violations committed by any other resident or person in the Building.
6. Resident must obtain and maintain during the term of this Lease, a comprehensive renters' insurance policy with a replacement cost endorsement and coverages as required by Landlord pursuant to the Lease.
7. Resident and its Occupants shall arrange for all deliveries to be made through the service entrance to the Building. Management may accept packages and other deliveries on Resident or its Occupant's behalf. In such event, Landlord will not be held responsible for any loss of or damage to Resident or its Occupant's property, notwithstanding whether such loss or damage occurs through the carelessness or negligence of Landlord's employees, staff, or contractors.
8. Resident and its Occupants, guests, invitees and visitors shall dispose of garbage and refuse only by securely bagging or wrapping and disposing of it in designated garbage chutes, and shall not dispose of any household garbage in trash receptacles in common areas of the Building. Resident shall, and shall cause its Occupants, guests, invitees and visitors to, comply with the rules posted in designated refuse areas with respect to the separation and disposal of recyclable materials, which rules are subject to change in Landlord's reasonable discretion.
9. Stairwells and common hallways shall not be obstructed or blocked by Resident or Resident's Occupants, guests, invitees or visitors, or any of such person's property garbage or refuse. Obstruction of stairwells and common hallways is a material threat to the health and safety of residents and items causing such an obstruction may be disposed of by Landlord without notice or liability to the owner of such items.
10. Resident shall not hang any item(s) from windows, balconies or entrance doors, or store any items on window sills, ledges or balconies, or permit any of Resident's Occupants, guests, invitees or visitors to do the same.
11. Costs or damages resulting from the misuse of common area restrooms or sinks by Resident, or any of its Occupants, guests, invitees or visitors, shall be charged to Resident.
12. Carriages, strollers, bicycles, wagons, or similar articles, toys, playthings, or other personal property, including welcome mats, shoes and umbrellas, of Resident or its Occupants, guests, invitees or visitors shall not be placed, stored or kept in the common hallways, corridors, vestibules or stairways of the Building.
13. Resident and its Occupants, guests, invitees and visitors shall not loiter or congregate in the public hallways, lobby, elevator, stairways, sundeck or laundry room other than for the purposes for which those areas are intended.
14. Resident shall not add or affix any locks or bolts on doors or windows, or permit any of its Occupants, guests, invitees or visitors to do the same, without first obtaining the written approval of Landlord which approval may be withheld in Landlord's sole and absolute discretion. Any such locks or bolts so added shall become the property of Landlord and shall not be removed without Landlord's prior written consent. Keys to any such additional locks must be provided to Landlord.
15. No existing window guards or window stops shall be removed from windows.
16. Rollerblading, roller-skating and scooter-riding is prohibited in all interior and exterior common areas.
17. If Resident wishes to install any window covering on the windows in the Apartment, the window covering must be lined in white fabric so that only white fabric can be seen from the exterior of the Apartment.
18. Solicitation of residents (by other residents or third-parties) for any commercial purpose in the building is strictly prohibited.
19. No dogs, cats, or other animals shall be kept in the premises except with Landlord's prior written approval pursuant to a Pet Addendum, and subject to the conditions set forth in any such Pet Addendum. No animals are permitted without a leash in any common areas of the Building. If such written approval is granted, it may be limited to only one pet, and will be subject to any restrictions imposed by Landlord, including limitation as to breed. Should approval for a pet be granted, Resident agrees to abide by




10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Building Rules and Regulations

the rules and regulations pertaining to having a pet, as set forth in the Pet Addendum. If, in Landlord's discretion, the pet becomes a nuisance, or violates any rules which are or may be adopted by Landlord, Landlord's approval to have a pet in the Apartment may be revoked.

20. Resident shall not install or operate any machinery, refrigeration or heating devices, or use or store on the premises any flammable fluids or materials which may be hazardous to life or property.
21. Operation of any electrical devices (not provided by Landlord) which interfere with radio, television or cellular reception is not permitted.
22. Deliveries and moving of furniture must be conducted through the rear service entrance of the Building on dates and at times permitted by Landlord. Furniture delivery services, moving companies and other contractors shall be required to issue a certificate of insurance in form and substance reasonably satisfactory to Management, naming Landlord and Management as additional insureds, before they are allowed to enter the Building.
23. Resident may not, and may not permit its Occupants, guests, invitees or visitors to, barbeque, or otherwise operate cooking equipment or grills on porches or balconies.
24. Resident shall not place any signs or advertisements on the windows or doors within the Apartment or otherwise on the Building, or allow its Occupants, guests, invitees or visitors to do the same, if such signs are visible from outside of the Apartment.
25. Resident shall not install, or permit the installation of, a waterbed or any other excessively heavy item of furniture without prior written approval from Landlord.
26. Resident shall not, and shall not permit its Occupants, guests, invitees or visitors to, interfere in any manner with the heating, lighting or other fixtures in the building, or run extension cords or electrical appliances in common areas or in violation of the Building code.
27. Resident accepts and agrees that Resident's Apartment, the Building and its common areas are smoke-free. Smoking of any kind, either by Resident or Resident's Occupants, guests, invitees or visitors in any public areas of the Building, which includes but is not limited to the lobby, elevator, stairways, corridors, gym, pool, laundry, business center, playroom, roof terrace, exterior amenity areas, or any other space or public area of the Building, is strictly prohibited. In addition, Resident agrees that there will be no smoking of any kind by anyone in their Apartment including terraces or balconies, if applicable. The term "smoking" is defined as inhaling, exhaling, burning or carrying any lighted cigarette, marijuana, cigar, pipe, or any other product in any manner or any form. Smoking of any kind shall be deemed a material breach of these Rules and Regulations and Resident's Lease, and is grounds for Lease termination.
28. The smoking, use, possession, growing, and distribution of marijuana in the Building is strictly prohibited. Use, possession, growth, and/or distribution of marijuana by Resident or its Occupants, guests, invitees or visitors shall be deemed a material violation of these Rules, and shall be grounds for Lease termination.
29. Landlord may bar individuals from the building and/or Resident's Apartment. All Occupants, guests, visitors and invitees of Resident shall observe all rules and regulations of the Building. If these provisions are violated by Resident's Occupants, guests, invitees or visitors, such offending persons may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Landlord. Permitting barred individuals access to the building and/or Resident's Apartment shall be deemed a material breach of these Rules and constitutes grounds for Lease termination.
30. Resident shall not sublease the Apartment, or any rooms or portions therein, without the prior written approval of Landlord, for any length of time. Subleasing of the apartment through any short-term housing service, including, but not limited to, AirBnb.com, HomeAway.com, Craigslist, or any other internet or publication-based short-term rental service is strictly prohibited. Any such posting or offer for subleasing by Resident shall be deemed a material breach of these Rules, and grounds for Lease termination.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

<small>DocuSigned by:</small> 	
11/16/2021	_____
Date	Date
_____	_____
Date	Date

**RELATED MANAGEMENT COMPANY, LP**

By: DocuSigned by: Carrie Jenkins 11/17/2021  
5774693BA2C7485... Date  
Agent for Owner





10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Pest Control Addendum

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): [REDACTED] and us, Related Management Company, L.P. as agent for 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K, 10 K Street SE, Washington, DC 20003 (the "Building"), for Apartment No. [REDACTED] (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

### Apartment & System Maintenance:

Resident authorizes all pest control technicians contracted by Management to enter the Apartment to perform pest control services in the event that Resident is not home on the date and time that such services are to be rendered. It is understood that, in such event, Management will accompany any such pest control technicians to the Apartment.

Resident agrees to cooperate with Management to seek resolution of any issues that may arise regarding pest control, whether discovered by Resident, a pest control technician and/or Management. Resident agrees to immediately notify Management of the presence of any pests, including bedbugs, that Resident may observe in the Apartment or the Building by contacting the management office. Resident acknowledges that, based on the extent of an infestation, certain items may need to be disposed of as part of the pest control treatment, which will be determined on a case-by-case basis by Management in conjunction with any exterminating technicians. Resident understands that Resident will not be compensated for items that must be discarded in order to curtail an infestation.

Resident further acknowledges that, while Management's obligation under applicable law and regulations is to provide exterminating/eradication services in the Apartment to control pests, Resident is responsible for the care and maintenance of Resident's personal property. Accordingly, Resident covenants and agrees to, at Resident's own cost and expense: (i) clean and maintain Resident's personal property in order to avoid and/or eradicate any pest infestation and (ii) fully cooperate with the exterminating technicians contracted by Management to prepare the Apartment and Resident's personal property for proper exterminating/eradication services.

Failure to timely notify Management of the presence of any pests or to cooperate with Management is a substantial and material default of Resident's obligations under the Lease.

### ACKNOWLEDGED, UNDERSTOOD AND AGREED:

<small>DocuSigned by:</small> [REDACTED]	11/16/2021	_____
	Date	Date
_____	Date	_____
	Date	Date

### RELATED MANAGEMENT COMPANY, LP

<small>DocuSigned by:</small> <i>Carrie Jenkins</i>	11/17/2021
By: _____	Date
Agent for Owner	



10 K Street SE, Washington, DC 20003  
(202) 774 3920


# Amenities Addendum

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): [REDACTED] and us, Related Management Company, L.P. as agent for 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K, 10 K Street SE, Washington, DC 20003 (the "Building"), for Apartment No. [REDACTED] (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

Resident agrees to pay [REDACTED] monthly, on the first day of each month, as an amenity fee for the use and upkeep of the available amenities (the "Amenity Fee"). In the event the required amenity fee is not received by Management by the tenth (10) day of the calendar month, Management may immediately discontinue Resident's access and use of the amenities. Management reserves the right to change the amount of the monthly amenities fee upon thirty (30) day's written notice.

All persons using the available amenity spaces, including, without limitation, party room, business center, fitness facility, pool area and any other common spaces on the second floor or the roof of the Building, do so at their own risk and sole responsibility and will do so subject to the posted rules governing such facilities. Management does not assume responsibility for any accident or injury in connection with such use unless caused by the direct actual and affirmative gross negligence of Management or Management's employees acting within the scope of their employment. Management is not liable for failure to operate or open any of the amenity spaces in the Building. Management reserves the right to close any amenity space at any time in its sole discretion, and Resident will not be entitled to a reduction in rent, or to a return of any portion of the Amenity Fee, if Resident's right to use such facilities is interrupted or discontinued. Resident agrees to comply, and to cause its Occupants, guests, invitees and visitors to comply, with all rules, regulations and procedures adopted by Management regarding the availability, access, use and operation of the amenity spaces, and failure to comply with all such rules, regulations and procedures by Resident or its Occupants, guests, invitees or visitors shall be a material breach of this Lease.

**ACKNOWLEDGED, UNDERSTOOD AND AGREED:**

	<u>11/16/2021</u>	
	Date	Date
	Date	
	Date	Date

**RELATED MANAGEMENT COMPANY, LP**

DocuSigned by:  
 By: Carrie Jenkins 11/17/2021  
 Agent for Owner Date



10 K Street SE, Washington, DC 20003  
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# Utilities Addendum

## RESIDENT'S FINANCIAL RESPONSIBILITY FOR UTILITIES


This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): [REDACTED] and us, Related Management Company, L.P., 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K 10 K Street SE, Washington, DC 20003 (the "Building"), for Apartment No. [REDACTED] (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

Responsibility for payment of utilities at the Apartment shall be as follows:

1. **Water/Sewer Service:** Water/Sewer Services is covered by a separate addendum.
2. **Electricity:** Resident shall be responsible for payment for electricity services directly to the applicable electricity service provider.
3. **Gas:** Landlord shall be responsible for payment of gas services on Resident's behalf.
4. **Cable/Internet/Telephone:** Resident shall be responsible for procuring cable, internet and telephone services directly from the applicable providers, and shall be responsible for direct payment of any costs associated therewith.

If a billing company requests us to pay a bill on your behalf, we will add such amounts to your rent and treat such amounts as additional rent for all purposes, including seeking possession of your Apartment for nonpayment.

### ACKNOWLEDGED, UNDERSTOOD AND AGREED:

<small>DocuSigned by:</small> 	<u>11/16/2021</u> Date		Date
	Date		Date

### RELATED MANAGEMENT COMPANY, LP

<small>DocuSigned by:</small> <i>Carrie Jenkins</i>	<u>11/17/2021</u> Date
By: Agent for Owner	



10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Emergency Contact List

In our continuing effort to provide the highest level of service to all of our residents, please provide the following numbers. This will enable us to reach you in case of any emergency or to bring an important issue to your attention. These telephone numbers and email addresses will be treated with the utmost confidentiality.

Thank you for your cooperation.

10K  
APT. # [REDACTED]

_____ Name	_____ WORK Phone #	_____ HOME Phone #
_____ Name	_____ Cell Phone #	_____ E-mail Address
_____ Name	_____ WORK Phone #	_____ HOME Phone #
_____ Name	_____ Cell Phone #	_____ E-mail Address

### Emergency Contacts

_____ Name	_____ WORK Phone #	_____ HOME Phone #
_____ Relationship	_____ Cell Phone #	_____ E-mail Address
_____ Name	_____ WORK Phone #	_____ HOME Phone #
_____ Relationship	_____ Cell Phone #	_____ E-mail Address

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

<small>DocuSigned by:</small> _____ _____	11/16/2021 Date	_____ Date
_____	Date	_____ Date

### RELATED MANAGEMENT COMPANY, LP

<small>DocuSigned by:</small> By: <i>Carrie Jenkins</i> Agent for Owner	11/17/2021 Date
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10 K Street SE, Washington, DC 20003  
(202) 774 3920

# Construction Rider

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on 11/16/2021 between you, the resident(s) (list all people signing this Lease): \_\_\_\_\_ and us, **Related Management Company, L.P.**, as agent for **950 South Capitol Owner, LLC** ("Landlord"), the owner of the improved residential real

estate known as **10K, 10 K Street SE, Washington, DC 20003** (the "Building"), for Apartment No. \_\_\_\_\_ (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

Resident hereby acknowledges that there is presently, or will be during the initial term of Resident's Lease, construction and renovation work in or near the leased premises which may give rise to, among other conditions associated with construction work, excessive noise, vibration and the production of dust and debris throughout the leased premises and its common areas. Resident has been provided the opportunity to investigate, examine and otherwise consider such construction work prior to signing the Lease and Resident is familiar with the conditions that may exist at the leased premises and accepts the leased premises with actual knowledge of the current and/or planned construction and renovation work. Landlord makes no representations or warranties as to when the construction and renovation work will be completed.


Landlord and Landlord's Agents shall have no liability to Resident, or to any family member or occupant residing with Resident or to any guest, invitee, or employee of Resident (collectively referred to as "Resident Parties"), and Resident specifically waives and agrees (on Resident's own behalf and on behalf of all Resident Parties) not to assert any claims against Landlord or Landlord's Agent, for any breach of the warranty of habitability, or for any diminution of services, or for any loss, damage, claim or injury of any kind arising at, or upon, in or about the leased premises or its common areas (including any loss of, or damage to, any furnishings or other property belonging to Resident), resulting from the construction and renovation work unless such loss was exclusively caused by Landlord's or Landlord's Agent's gross negligence or intentional acts.

Neither Landlord nor Landlord's Agent shall be deemed to have constructively evicted Resident, nor shall there be any abatement of rent, nor shall Resident be relieved from performance of any covenant on Resident's part to be performed under the Lease, by reason of the construction and renovation work. Resident shall remain liable for all terms and conditions contained in the Lease without respect to any ongoing or planned construction or renovation work, and no such work shall serve as a basis for Resident's termination of the Lease unless otherwise agreed in writing by the Parties.

Neither Landlord nor Landlord's Agent shall be liable for any inconvenience or annoyance to Resident or to Resident Parties occasioned by reason of the construction and renovation work.

Resident agrees that any liability of Landlord a) under the Lease, and b) for any matters pertaining to or arising out of the tenancy and the use and occupancy of the leased premises shall be limited to Landlord's interest in the leased premises and its common areas, and in no event shall Resident make any claim against or seek to impose any personal liability upon any individual, general or limited partner of any partnership, or principal of any firm or corporation that may now be or hereafter become Landlord.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

	<u>11/16/2021</u>	
)	Date	Date
	Date	
	Date	Date

**RELATED MANAGEMENT COMPANY, LP**

By: DocuSigned by:  
*Carrie Jenkins* 11/17/2021  
55740938AC7485...  
Agent for Owner Date



# Services Addendum and Release Form

10K Street SE Washington DC 20002  
(202)-774-3906

This Addendum, when executed by the parties, shall be part of the Lease dated and executed on **November 16<sup>th</sup>, 2021** between you, the resident(s) (list all people signing this Lease): [REDACTED] and us, Related Management Company, L.P., as agent for 950 South Capitol Owner, LLC ("Landlord"), the owner of the improved residential real estate known as 10K (the "Building"), for Apartment No. [REDACTED] (the "Apartment") in the Building. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to Related Management Company, L.P. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Lease.

You may take advantage of certain weekly home manager services provided by a third party named Hello Alfred. By signing this Addendum, You elect to receive Hello Alfred service on a complimentary basis from the date of this Addendum or Your move-in to the Apartment (whichever is later) through May 16<sup>th</sup>, 2022 (hereinafter, the "End Date"), subject to the limitations noted below, which includes in-home weekly assistance such as an tidy-up grocery management, essentials stocking, flower delivery and more (hereinafter, the "Services").

The Services are provided by Hello Alfred at no cost to You. If Your residency and/or tenancy in the Apartment expires before the End Date, your complimentary Hello Alfred service shall immediately terminate.

In order to make use of the Hello Alfred's provision of the Services, You must first acknowledge the following terms of use. You will then enter into an agreement separately and directly with Hello Alfred. Your agreement with Hello Alfred is separate and distinct from your Lease. By signing this Addendum, you acknowledge and agree that neither RMC nor the Landlord have any responsibility or liability to You associated with Hello Alfred's performance of the Services, your use of the Services, or your relationship or interactions with Hello Alfred or its employees.

Related's Terms of Use for Hello Alfred Service:

1. I have read agree to Related's privacy policy, which is available at [www.relatedrentals.com/privacy-policy](http://www.relatedrentals.com/privacy-policy). I further acknowledge and agree that RMC and the Landlord may immediately share my name, address, email address and telephone number as written on this Addendum, and any other information contained within this Addendum (including a facsimile copy of the executed Addendum itself) with Hello Alfred, and that Hello Alfred may contact me directly via mail, telephone or email to arrange for the commencement of the Services.

2. I understand and acknowledge that my agreement with Hello Alfred is separate and distinct from any agreement I have with RMC or the Landlord, including the Lease, and that RMC, the Landlord, and each of their owners and affiliates, have no responsibility or liability whatsoever associated with my use of, or Hello Alfred's performance of, the Services, or my relationship or interactions with Hello Alfred or its employees.

3. Hello Alfred may provide any data regarding my use of the Services to RMC, the Landlord, or any of their owners or affiliates, including but not limited to enrollment, usage and preferences, so that Related may better personalize my residential experience.

4. The Services provided by Hello Alfred are not required, essential or ancillary services provided by the RMC or the Landlord, and may be discontinued at any time, for any reason or no reason whatsoever, with or without notice to you, without consequence or liability of any kind by RMC or the Landlord. Neither RMC nor the Landlord make any representations regarding the quality, nature, or provision of the Services by Hello Alfred.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

DocuSigned by:  
[REDACTED]  
\_\_\_\_\_  
Resident Date 11/16/2021

[REDACTED]  
\_\_\_\_\_  
«MOBILE\_PHONE» Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
«MOBILE\_PHONE» Date

RELATED MANAGEMENT COMPANY, LP

DocuSigned by:  
By: *Carriv Jenkins* 11/17/2021  
5374693BA2C7485  
\_\_\_\_\_  
Agent for Owner Date