

City of Rockville Lease Addendum

The undersigned agree that this addendum is incorporated in and made part of ("Landlord"), and _____ as Tenant, dated _____ and that is shall be renewed and shall expire under the terms and conditions as the Lease:

1. The Premises are located in the City of Rockville, and the Municipal Code of the City of Rockville requires the inclusion in the Lease of the provisions set forth in this Addendum. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, the provisions of this Addendum shall control.
2. The following provisions are included in the Lease:
 - A. Municipal Code of the City of Rockville requires each landlord to offer each prospective tenant a lease for an initial term of at lease 1 year, unless the landlord has reasonable cause to do otherwise. The tenant may accept or reject this offer. Before signing this lease, the Tenant confirms that (initial and date one option):
 - ☐ A. The Landlord offered me at least a 1-year lease term and I accepted it.
 - ☐ B. The Landlord offered me at least a 1-year lease term and I rejected it.
 - ☐ C. The Landlord gave a statement:
 - (i) explaining why the Landlord had reasonable cause not offer me at least a 1-year lease term; and
 - (ii) telling me that I can challenge the Landlord's action by filing a complaint with the City Manager.
 - B. Any provision of this Lease containing a waiver of notice to quit is hereby deleted. In the event Landlord serves notice not to renew to Tenant under this Lease, and Tenant requests the reason for such failure to renew, the Landlord shall be held harmless from charges of libel related thereto.

- C. Any provision of this Lease containing a waiver of Landlord's liability for damage caused by Landlord's negligence or violation of any applicable laws is hereby deleted.
- D. Landlord acknowledges Landlord's responsibility for maintenance of the premises and incorporates by reference chapters 9 (fire safety code), 25 (zoning and planning), and chapter 5 (buildings and building regulations), articles V, X, and XII of the Municipal Code of the City of Rockville, as amended, as an express warranty of habitability and covenant to repair.
- E. This Lease does not incorporate any collateral agreement or provision by reference unless a copy of the collateral agreement or provision is attached to all copies of this Lease.
- F. Any provision of this Lease containing an authorization for confession of judgment for rent due is hereby deleted.
- G. Under no circumstances shall any provision of this Lease require a late payment penalty in excess of five (5) percent of the amount of rent due for the rental period for which the payment is delinquent. Furthermore, in the event Tenant has paid a late fee that exceeds said amount, Landlord shall immediately return such excess payment to Tenant.
- H. Any provision of this Lease containing a waiver of any of the protections afforded under the Municipal Code of the City of Rockville is hereby deleted.
- I. Any provision of this Lease authorizing Landlord to take possession of the premises of the Tenant's personal property therein, without the benefit of formal legal process hereby deleted.
- J. This Lease requires itemization of all charges for repair of damages to the premises, claimed by Landlord or by Tenant, and requires that such charges shall be substantiated upon written request.
- K. The Security Deposit shall be deposited in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland, as amended.

- L. Landlord hereby notifies Tenant of the following location of a copy of the rental facility license where it can be inspected by Tenant: Leasing Office.
- M. Ten (10) days from the due date for rent must elapse before a late fee shall be charged.
- N. Landlord will deliver the Premises and all common areas in a clean, habitable and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws.
- O. Landlord shall provide written receipts for all cash or money orders paid by Tenant to Landlord for rent, security deposit or otherwise.
- P. Landlord may only enter the Premises if the Landlord has given due notice to Tenant, and Tenant has not reasonably objected, to (1) make necessary repairs, decorations, alterations, or improvements; (2) supply services only by mutual agreement during normal business hours except in an emergency; or (3) exhibit the premises to prospective buyers, mortgagees, or tenants during normal business hours only, including weekends, except as Landlord and Tenant otherwise agree; but nothing in this subsection prevents Landlord from entering the Premises in an emergency situation or, after due notice, if the Landlord has good cause to believe the Tenant may have damaged the premises or may be in violation of the Municipal Code of the City of Rockville.
- Q. Tenant shall be permitted to sublease the premises with Landlord's written permission, which permission shall not be unreasonably withheld, except in the case of condominium and cooperative housing structures where applicable legal documents and rules and regulations prohibit subleasing.
- R. Landlord shall not have a lien on behalf of Landlord on Tenant's chattels, except as provided by the Real Property Article of the Annotated Code of Maryland, as amended.
- S. The Lease may be terminated by Tenant upon thirty (30) days' written notice to Landlord due to an involuntary change of employment from the Washington metropolitan area, or for other

reasonable cause beyond Tenant's control. In the event of termination under this provision, Tenant shall be liable for a reasonable termination charge not to exceed the lower of one (1) month's rent or actual damages sustained by Landlord.

T. The Landlord shall give the Tenant ninety (90) days' written notice of rent increase.

Tenants:

Landlord:

By: _____

Name: _____

Title: Authorized Signatory