

City of Rockville Lease Addendum¹

The undersigned agree that this City of Rockville Lease Addendum (“**Addendum**”) is incorporated in and made part of the Lease between _____ (“**Landlord**”), and _____ (“**Tenant**”) dated _____ and this Addendum shall be renewed and shall expire under the terms and conditions as the Lease:

1. The premises under the Lease (“**Premises**”) are located in the City of Rockville, Maryland. The City Code of the City of Rockville (“**Rockville City Code**”), Article IV *Landlord-Tenant Rights and Obligations*, sets out certain terms that a landlord must include in a lease for property within the city limits of the City of Rockville, which are 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 incorporated into the Lease as required by Rockville City Code Section 18-146:
 - A. Landlord is required to offer Tenant a lease for an initial term of one year unless a reasonable cause (as defined in the Rockville City Code Section 18-146(1)(a)) exists for Landlord to do otherwise. Before signing the Lease, Tenant confirms that (**initial and date one option**):

_____ Landlord offered me at least a 1-year lease term and I accepted it.

_____ Landlord offered me at least a 1-year lease term and I rejected it.

_____ Landlord gave a statement:
 - (i) explaining why Landlord had reasonable cause not to offer me a 1-year lease term; and
 - (ii) advising I have the right to challenge Landlord's statement by filing a complaint with the City Manager.
 - B. Any provision of the Lease waiving Tenant’s right to receive a notice to quit the Premises is null and void. If Landlord serves notice not to renew to Tenant under this Lease, and Tenant requests the reason for the failure to renew, Landlord shall be held harmless from charges of libel related to the notice.
 - C. Any provision of the Lease waiving Landlord's liability for damage caused by Landlord's negligence or violation of any applicable laws is null and void.
 - D. Landlord acknowledges Landlord’s responsibility for maintenance of the Premises and this provision of the Addendum incorporates by reference into the Lease Rockville City Code Chapters 9 (fire safety code), 25 (zoning and planning), and 5 (buildings and building regulations), and Articles V, X, and XII, as amended, as an express warranty of habitability and covenant to repair.

¹ Use of this Addendum does not constitute legal advice. For legal advice regarding this Addendum or any related lease, please consult with an attorney.

- E. Except as provided in paragraph 2.D. above, Landlord and Tenant agree that no collateral agreement or provision is incorporated by reference into the Lease unless a copy of the collateral agreement or provision is attached to all copies of the Lease.
- F. Any provision of the Lease containing an authorization for confession of judgment for rent due is null and void.
- G. Landlord shall not charge a late payment fee until at least 10 days have passed from the day rent is due. Landlord shall not charge a late payment fee of more than 5% of the amount of rent due for the rental period for which the payment is late. In the event Tenant pays a late fee that exceeds 5%, Landlord shall immediately return any excess payment to Tenant.
- H. Any provision of the Lease containing a waiver of any of the protections afforded under the Rockville City Code Chapter 18 is null and void.
- I. Landlord shall not take possession of Tenant's personal property in the Premises, without the benefit of formal legal process.
- J. If Landlord or Tenant claims charges for repair of damages to the Premises, the party making the claim shall provide an itemization of all charges for repair of damages. The party shall substantiate the charges upon written request.
- K. Landlord shall deposit the Security Deposit in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland.
- L. Landlord hereby notifies Tenant of the following location of a copy of the rental facility license where it can be inspected by Tenant: [Insert Address Here]
- M. Landlord will deliver to Tenant 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.
 - a. For Condominiums: Landlords will deliver the Premises in a clean, habitable and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws.
- N. Landlord shall provide written receipts for all cash or money orders paid by Tenant to Landlord for rent, security deposit, or otherwise.
- O. Landlord may only enter the Premises if the Landlord gives due and reasonable notice to Tenant, and Tenant has not objected, to (1) make necessary repairs, decorations, alterations, or improvements, or to supply services; only by mutual agreement during normal business hours except in an emergency; or (2) exhibit the Premises to prospective buyers, mortgagees, or tenants during normal business hours only, including weekends, except as Landlord and Tenant otherwise agree. Nothing in this paragraph prevents Landlord from entering the Premises in an emergency situation or, after due notice, when Landlord has good cause to believe Tenant may have damaged the Premises or may be in violation of the Rockville City Code Chapter 18.

- P. Tenant may 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.
- Q. Landlord shall not have a lien on Tenant's personal property, except as provided by the Real Property Article of the Annotated Code of Maryland.
- R. Tenant may terminate the Lease due to an involuntary change of employment from the Washington metropolitan area, or for other reasonable cause beyond Tenant's control by providing 30 days' written notice to Landlord.
- a. _____ OPTIONAL: In the event of termination under this paragraph, Tenant shall be liable for a reasonable termination charge not to exceed 1 month's rent. (**initial and date**)
- S. The Landlord shall give the Tenant 90 days' written notice for any rent increase.
- T. The City has a right to inspect the Premises under the Rockville City Code Section 18-114. Tenant shall allow such inspection.

Tenant(s):

Landlord/Landlord's Agent:

By: _____

Name: _____