

LEASE ADDENDUM

This Lease Addendum (“Addendum”) is made on _____ to Lease (“Lease”) dated _____ between _____ (“Tenant”) and _____ (“Landlord”) for the rental of the Property: _____, (the “Premises”) is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Lease.

1. **TERM:** The Lease shall end on _____ and the monthly rent shall be \$ _____ beginning _____ until the end of the Lease term. If the Lease ends on a day other than the last day of the month, the last month of rent shall be prorated.
2. **NOTICE:** Any Notice provided for or permitted by this Lease to be given by one party or another shall be deemed given for all purposes in writing, mailed U.S mail, addressed to the party to be notified at the Notice Address or delivered personally. Such notice shall be deemed received as of the date of electronic delivery, postmark or personal delivery. **Tenant expressly waives the right to receive any notice to quit should Tenant fail to pay rent.**
3. **MAINTENANCE:** Landlord will make all repairs required to maintain the Premises.
4. **AGENT:** Tenant understands and agrees that Peabody Residential (Peabody Real Estate, LLC) (the “Agent”), acts as Agent for Landlord and as such, Tenant covenants and agrees to never name Agent as a party in any lawsuit attempting to enforce any provision of this Lease, or otherwise concerning this Lease, indemnify Agent for all of Agent’s costs, damages, injury, claims, liability, expenses, losses and fees if Agent is named in any such lawsuit or claim arising out of this Lease. The Tenant shall consider the the Management Agent as Landlord and as agreed in the Tenant Application Agreement. This provision shall survive termination, expiration or cancellation of the Lease and any Addendum(s).
5. **MOLD AND MILDEW:** Tenant will maintain the Premises in such a condition as to prevent accumulation of moisture and the growth of mold, and will promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean, vacuum, and dust on a regular basis and to remove visible moisture accumulation in laundry area, on windows, walls, accessible ducts, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts, vents, and intakes in the Premises. Tenant must immediately report in writing to Landlord any evidence of the following: (i) any water leak or excessive moisture in the residence, as well as in any storage room, shed, garage, attic, crawlspace, or other area on the Premises; (ii) any mold- or mildew-like growth; (iii) any failure or malfunction in the plumbing, heating, ventilation, air conditioning systems or laundry systems in the Dwelling Unit; and (iv) any inoperable doors or windows. Landlord neither guarantees against, nor accepts any liability for, conditions existing, or which may exist on or about the Premises (including, but not limited to, dust, mold, or other irritants), unless the responsibility for the treatment or elimination of such conditions is either specifically stated in the Lease, Addendum, or required by applicable laws.
6. **PET(S):** If the Lease includes a pet, Tenant agrees that when repairs and inspections are scheduled and when the property is being shown for rent or sale, all pet(s) will be secured (crated) without limiting access to the Premises or removed from the property during these times. Failure to allow access to the property due to a pet(s) will be treated as a violation of the Lease and there may be a forfeiture of the pet and/or security deposit.

7. **EARLY TERMINATION OF LEASE:** The Tenant shall not be released from liability for rent and/or other charges under this Lease unless the Landlord agrees in writing to release the Tenant from such liability. If Tenant terminates the Lease prior to the expiration date, Tenant will be charged all costs and damages related to Tenant’s breach, subject to Landlord’s mitigation of those damages. Tenant may remain liable for rent, utilities and, if appropriate, yard maintenance until the Premises is re-rented or the Lease expires or until Landlord expressly and in writing releases Tenant from further obligations under the Lease. If the Premises is re-rented for a term less than the original Lease term, or at a rental rate lower than what Tenant paid, the Tenant may remain liable for any applicable leasing commissions and any difference in rental rate through the remaining term of the original Lease. The paragraph is not applicable if a Tenant terminates the Lease as provided under the Servicemembers Civil Relief Act of 2003 (“SCRA”).
8. **ADDENDA TO LEASE:** The Tenant Handbook by Peabody Residential, which was an addendum to the Lease, is incorporated into this Addendum.
9. **MOVE-OUT INSPECTION/SURRENDER OF PREMISES:** Tenant shall provide written request for a move out inspection to Landlord no later than fifteen (15) days prior to Tenant’s intended move out date. The Tenant may be present at the move-out inspection if Tenant wishes. Landlord shall advise Tenant of the time and date of the check-out inspection, which inspection shall be made within seventy two (72) hours, weather permitting, of termination of occupancy or tenancy. The inspection will be made to determine if there are any damages not considered ordinary wear and tear. More than one inspection may be necessary before all damages can be assessed. Prior to the inspection the Tenant shall:
 - A. Have the Premises and carpets cleaned by a professional company acceptable to the Landlord and provide a paid receipt. If cleaning is not acceptable or a receipt is not supplied, Landlord reserves the right to hire another company to re-clean the Premises and/or carpets at the Tenants expense.
 - B. Have the Premises professionally treated for fleas/ticks if pet(s) have been present and provide a paid receipt. If pest problems arise after Tenant vacates, Landlord reserves right to have Premises treated as necessary to eliminate the pests at Tenant expense.
 - C. Have the gutters professionally cleaned (if applicable) and provide a paid receipt.
 - D. Tenant(s) must provide a paid receipt at move-out from a professional chimney sweep evidencing an inspection/cleaning has been done, is the premises has a fireplace(s.)
 - E. Insure that the Premises are thoroughly cleaned. Where appropriate, have grass and shrubs properly trimmed and the beds weeded and leaves removed throughout yard.

Peabody Residential is the managing agent for this property.

Except as noted, all other terms and conditions of the Lease will remain in full force and effect. If any terms or provisions in this Addendum conflict with or are inconsistent with the District of Columbia law, then District of Columbia law shall govern.

SIGNATURES:

LANDLORD:

TENANT:

_____/_____

_____/_____

Date: Signature:

Date: Signature:

_____/_____

_____/_____

Date: Signature:

Date: Signature:

_____/_____

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Date: Signature:

Date: Signature:

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