# THE CLARIDGE HOUSE COOPERATIVE, INC. SUBLEASE

**(Approved Form)**

**THIS SUBLEASE** is entered into as of , 20 , by and between , (“Landlord”), whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

 (“Tenant”).

# LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. **Term; Rent:**
	1. Landlord hereby subleases to Tenant, and Tenant hereby subleases from

Landlord, Apartment No. (“Premises”) located at

Washington, D.C. in the Cooperative apartment building owned by The Claridge House

Cooperative, Inc. ( “Cooperative”), for a term of \_\_\_\_\_\_ months beginning on

 , 20 , and ending on , 20 (“Term”), for the total sum of $ for the Term payable in equal installments of $ , in advance, on the first day of each month of the term, without demand or deduction therefrom, at such place as the Landlord may from time to time designate in writing.

* 1. The first month’s rent must be paid before Tenant occupies the Premises. If this Sublease commences on a day other than the first day of a month, the amount of rent to be paid for the balance of the first month will be apportioned pro rata, based on the number of days remaining in the month.
	2. Tenant’s obligation to pay rent is independent of any other provision in this Sublease. Each Tenant is jointly and severally liable to Landlord for full performance of all Tenant obligations under this Sublease.
	3. If Tenant fails to pay to pay any monthly installment of rent, or any additional rent, within five (5) days after the due date, a late fee in the amount of five percent (5%) of the amount of the installment of rent, or of such additional rent, shall be payable by Tenant within thirty (30) days after notice thereof from Landlord. However, payment by Tenant and acceptance by Landlord of a late fee or lesser amount shall not be construed as a waiver of the requirement for Tenant to pay each monthly rent installment on the first day of the month. Nothing in this Sublease constitutes a waiver or limitation of Landlord’s rights to take legal action for unpaid rent, for damages or for repossession of the Premises for non-payment of any installment of rent or other amount payable by Tenant under this Sublease when such rent or other amount becomes due and payable. Any failure by Tenant to pay rent at the time specified will constitute a default under this Sublease, and Landlord may exercise any and all rights and remedies available under this Sublease or under applicable law.
	4. Any and all payments required to be paid by Tenant to Landlord or to any other person under this Sublease will be deemed to be additional rent and will be collectible as rent.
	5. Landlord at its sole discretion may require that rent payments be made by electronic rent collection, cashier’s check, certified check or money order. Landlord shall give Tenant a receipt for any payment from Tenant that is made by cash or money order.
1. **Approval by Cooperative’s Board of Directors (Terms and Conditions):** This Sublease is subject to the approval of the Cooperative’s Board of Directors and shall become effective only upon such approval, as evidenced by the signatures of an officer of the Cooperative in the space provided below. Until such approval has been granted, Tenant shall have no right to occupy and shall not occupy the Premises. Tenant agrees to provide promptly any information considered necessary by the Board of Directors to assist in its review of this Sublease.

If approval is denied by the Cooperative, any sums paid to Landlord by Tenant shall be returned by Landlord promptly, without deduction, and this Sublease shall thereafter be of no further force or effect.

Landlord and Tenant agree that this Sublease is subject to, and that approval of Tenant for occupancy under this Sublease is given by the Cooperative on, the following express conditions:

* 1. **Assignment of Rent:** In the event of default in the payment by Landlord of any sums, charges or assessments required to be paid by Landlord to the Cooperative, the Cooperative, at its option, shall be subrogated to all the rights of Landlord under this Sublease, including the right to collect rent on the terms and conditions of this Sublease. A written notice of the exercise of its option by the Cooperative, delivered to Landlord and Tenant, by hand, by recognized overnight courier service, or by certified mail, return receipt requested. Such notice shall be sufficient to vest in the Cooperative all of the rights of the Landlord under this Sublease, and Tenant shall thereafter pay all rent provided for under this Sublease directly to the Cooperative, until the Cooperative gives Tenant a further written notice that Landlord’s default to the Cooperative has been cured.
	2. **Cooperative Rights and Restrictions:** This Sublease grants Tenant a leasehold estate in the Premises for the Term together with a license granting tenant, for such Term, Landlord’s rights to use the common facilities of the Cooperative, provided that Tenant and Tenant’s family, guests, agents, servants and employees exercise such license in accordance with the provisions of the Cooperative Documents (hereinafter defined). Tenant shall not use or occupy the Premises nor permit the Premises or any part thereof to be used or occupied for any purpose other than as a private dwelling or by anyone other than Tenant, unless such others shall have been approved for occupancy by the Cooperative’s Board of Directors. Tenant’s right to use and occupy the Premises shall be subject and subordinate to the provisions of the Cooperative’s Bylaws, the Proprietary Lease between the Cooperative and Landlord and the House Rules of the Cooperative (collectively, the “Cooperative Documents”). The Cooperative

Documents are incorporated herein by reference. Tenant, Tenant’s family, guests and employees must comply with all of applicable provisions of the Cooperative Documents. Failure to comply with any provision of the Cooperative Documents shall constitute a material breach of this Sublease. Tenant further agrees that the Sublease conveys rights of use and occupancy only, and that Tenant shall have no voting rights or any other membership rights in the Cooperative.

* 1. **Cooperative’s Right to Terminate:** The Board of Directors of the Cooperative shall have the right, but not the obligation, to terminate this Sublease and to bring summary proceedings to evict Tenant and obtain possession of the Premises in the name of Landlord in the event of a default by Tenant under this Sublease, or if the Board of Directors determines that the tenancy of Tenant is undesirable because of objectionable conduct on the part of Tenant, or of Tenant’s family, guests, servants or other persons occupying or using the Premises. Written notice of such termination shall be given by the Cooperative to Landlord and to Tenant, not less than thirty (30) days before the effective date of termination. Upon the date of such termination, the right of Tenant to possession of the Premises shall terminate and the Cooperative shall be entitled to the possession of the Premises, and may forthwith proceed to recover possession of the Premises as provided by law, through summary eviction proceedings or otherwise. Any notice to quit, or of intention to exercise the option to reenter the Premises, is hereby expressly waived by Tenant. Reentry by the Cooperative, by process of law or otherwise, shall not relieve Landlord or Tenant from liability for any damages, and shall not relieve Landlord from any obligations under the Cooperative Documents. The Cooperative shall have the right to recover any and all costs incurred by the Cooperative in taking such action from Landlord, and Landlord shall pay all such costs within 10 days after written demand from the Cooperative.
1. **Acceptance of Property.** Tenant hereby acknowledges that Tenant has inspected the Premises, either in person or virtually, before signing this Sublease and that the Premises are in a condition suitable for possession by Tenant except as otherwise expressly specified in this Sublease, and Tenant agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth expressly and specifically provided in this Sublease. Tenant further agrees that Tenant’s right to inspect the Premises shall be waived if Tenant occupies the Premises prior to making an inspection.
2. **Possession and Quiet Enjoyment.** Landlord will deliver possession of the Premises to Tenant, subject to the terms and conditions of this Sublease. Landlord agrees that, if Tenant pays the rent and complies with all of the terms and conditions of this Sublease, Tenant shall have the right to occupy the Premises during the Term. However, if Landlord fails to deliver possession of the Premises at the time herein specified, Landlord shall not be liable for any damages caused thereby, nor shall this Sublease be void or voidable except as otherwise expressly and specifically stated in this Sublease, but Tenant shall not be liable for rent until such time as Landlord delivers possession of the Premises.
3. **Acceleration of Rent Payments.** If Tenant defaults in the payment of any installment of the rent due under this Sublease, the whole amount of rent due for the unexpired

Term, or any renewal term, of this Sublease may, at the option of Landlord, be accelerated and become due and payable, without demand, and Landlord may sue for and recover such accelerated amount as provided by law.

1. **Use of Premises.** The Premises shall be occupied by the Tenant and

 , and no other person or persons shall be permitted to occupy the Premises without the written consent of Landlord and of the Cooperative, provided that this limitation shall not apply to afterborn children of the Tenant. Tenant shall not use the Premises for any disorderly or unlawful purposes or in any manner unreasonably annoying or offensive to others, nor allow others to do so, and shall comply with all applicable laws and ordinances and all provisions of the Cooperative Documents. Tenant shall not permit any person on the Premises with the tenant’s permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the Premises, the building or any facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit unlawful substances of any type within the Premises or in any common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the Premises or common areas any unlawful substances. Tenant expressly agrees that the use, possession or distribution of unlawful substances in the Premises or common areas by Tenant, or by Tenant’s family or guests shall be a default under this Sublease, which shall entitle Landlord or the Cooperative to terminate this Sublease and recover possession of the Premises. Tenant expressly agrees that it will not be a defense to any action for possession resulting from Tenant’s breach of this paragraph that Tenant did not consent to, or have knowledge of, the use, possession or distribution of any unlawful substances in the Premises or the common areas by Tenant’s family members or guests. This paragraph does not limit any rights Landlord might have to seek termination of this Sublease without a showing of unlawful substances actually being on the Premises if vehicular and foot traffic to and from the Premises is of such magnitude so as to interfere with the quiet enjoyment of neighboring apartments or common areas.

1. **Maintenance and Alterations of Premises.** At Tenant’s own expense, Tenant shall keep the Premises, including all fixtures, plumbing and appliances, in a clean, safe and sanitary condition and in a good state of repair and shall keep the plumbing free from stoppage or obstruction. Tenant shall not allow trash or unreasonable amounts of paper or other personal property to accumulate in the Premises. All garbage and trash must be kept and disposed of in a clean and sanitary manner by placing it in trash chutes or in a trash room in accordance with the Cooperative Documents. Tenant shall comply with all applicable District of Columbia laws and regulations. Tenant shall be responsible for paying any costs incurred for extraordinary cleaning, repairs or replacements to the Premises or to any other portion of the building made necessary by the willful misconduct or by the negligent acts or omissions of Tenant, or Tenant’s family, guests, employees or invitees. Landlord certifies that legally required smoke detectors, and any legally required fire extinguishers, are installed in the Premises and are in proper working condition in accordance with applicable law prior to Tenant’s occupancy. Tenant shall be responsible for checking all smoke detectors in the Premises periodically during the Term of this Sublease and any renewal terms and for keeping the smoke detectors in proper working condition and reporting any malfunctions to Landlord in writing. Landlord shall have no responsibility or liability for any malfunctions or misuse of Smoke Detectors that have not been reported by Tenant, or for any injuries, damages or penalties arising in connection therewith. Without the prior written consent of Landlord, Tenant shall not remodel or make any structural or other changes, alterations or additions to the Premises, paint or decorate the Premises, install, attach, remove or exchange any fixtures, appliances, attachments or other equipment located therein, change the existing locks or refinish the floors of the Premises. It is understood that Landlord must have approval from the Cooperative before structural changes or other alterations, including without limitation any work involving electrical, plumbing, gas or HVAC systems, can be made. Tenant shall not change any existing locks or install additional locks without providing Landlord and the Cooperative with working keys for all locks on the Premises. Upon termination of this Sublease, Tenant shall surrender the Premises and all fixtures, plumbing and appliances therein in good, clean and operating condition, except for ordinary wear and tear, and shall deliver all keys to the Premises to Landlord.

ACKNOWLEDGED BY TENANT (Initials)

1. **Lien of Landlord.** Landlord shall have a lien upon all the personal property of Tenant moved in and located upon the Premises as and for security for the payment of the rent and the fulfillment of all other obligations arising under this Sublease.
2. **Security Deposit.** Concurrently with the execution of this Sublease, Tenant has

deposited with Landlord the sum of $ (“Security Deposit”), which shall not

exceed one month’s rent. Alternatively, Landlord, in its sole discretion, may not require an initial Security Deposit, but reserves the right to require Tenant to pay a Security Deposit at any time during the term of this Sublease, including any extensions or renewal terms. The Security Deposit shall be retained by Landlord as security for the payment by Tenant of the rents herein agreed upon, for the faithful performance by Tenant of the terms and conditions of this Sublease, and to cover any damage to the Premises or to fixtures and equipment therein for which Tenant is liable. Landlord may, but shall have no obligation to, apply the total Security Deposit, or any portion thereof, towards the payment of the rents and all other sums payable by Tenant under this Sublease. Tenant shall remain liable for any amount by which the Security Deposit shall be insufficient. Landlord may pursue any other appropriate legal or equitable rights and remedies.

Security Deposit funds received by Landlord shall be deposited promptly upon receipt in a banking or savings institution within the District of Columbia in an account which shall be devoted exclusively to security deposits and which shall accrue interest at a rate not less than that required by the Housing Regulations of the District of Columbia.

After Tenant vacates the Premises, Landlord shall return the deposit to Tenant within forty-five (45) days, or shall notify Tenant in writing of Landlord’s intention to withhold and apply all or a portion of the deposit as permitted under the terms and conditions of this Sublease. Landlord may not retain any portion of a security deposit to cover normal wear and tear. If Landlord elects to apply the security deposit to amounts owed by Tenant for rent, additional rent or damages, then Landlord shall notify Tenant that Landlord intends to withhold all or a portion of the deposit and shall, not later than thirty (30) days after the date of

the notice to Tenant (or as otherwise may be required by applicable law or regulations), refund the balance of the deposit to Tenant, if any, including accrued interest on such balance, together with a written description and itemized list of all deductions. Landlord is not obligated to return Tenant’s security deposit or give Tenant a written description of damages and charges until Tenant gives Landlord a written statement of Tenant’s forwarding address for the purpose of refunding the security deposit.

In the event of a sale of Landlord’s ownership interest in the Premises or the transfer or assignment by the Landlord of this Sublease, Landlord shall transfer the security deposit to the transferee of the Premises. After the transfer is made and after written notice of the transfer is given to Tenant with the name and address of the transferee, Landlord shall be released from all liability for the return of the security deposit and Tenant must look solely to the successor Landlord for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to any subsequent Landlord.

Tenant shall not apply the Security Deposit or any portion of it towards the payment of rent for any month during the Term of this Sublease or any renewals or extensions thereof. If Tenant withdraws from this Sublease prior to approval of the Board of Directors of the Cooperative or prior to the commencement of the Term of this Sublease, the Security Deposit shall be used, to the extent necessary, to cover costs incurred or damages sustained by the Landlord in connection with the withdrawal, provided, however, that any retention of the Security Deposit by Landlord shall not be in lieu of collection of any rent due under this Sublease, and Landlord shall have the right to collect any such rent due.

1. **Termination of Tenancy.**
	1. If Landlord wants Tenant to vacate the Premises at the end of the Term, or any extension or renewal thereof, Landlord shall give notice in writing to Tenant, indicating the Landlord’s intention to repossess the Premises, as required by law.
	2. If Tenant is a member of, or subsequently enlists in, the U.S. Army, Navy, Air Force, Marine Corps, Coast Guard, or the National Guard under call to active service for more than 30 consecutive days for purpose of responding to a national emergency, and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate this Sublease upon delivering written notice to Landlord with documentation of his/her assignment. Written notice shall be effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice was delivered, in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis.
	3. If Landlord or Landlord’s spouse is or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government

Agency on extended active duty and is transferred under PSC/Transfer orders, or is released or retired from active duty and is returning to the Premises during the Sublease Term, Landlord may terminate the Sublease by giving Tenant ninety (90) days’ written notice, in accordance with District of Columbia Regulations.

1. **Renewal or Extension.** There shall be no renewals or extensions of this Sublease unless, prior to the expiration of the Term hereof, the Board of Directors of the Cooperative approves such a renewal or extension for a specified term in accordance with the Bylaws and House Rules.
2. **Access to Premises.** Tenant agrees that Landlord and the Cooperative and the agents, servants and employees of either of them shall have access to the Premises at all reasonable hours, without prior notice, to enable Landlord, the Cooperative and such agents, servants or employees to inspect the Premises and to perform necessary maintenance, repairs or improvements to the Premises, or for any other proper purpose, including the right to show the Premises to prospective purchasers of the Premises, and within sixty (60) days of the expiration of the term of this Sublease, if either party has given notice to the other concerning termination of this Sublease, to prospective tenants. Landlord or the Cooperative may enter the Premises at any time without notice in the event of an emergency.
3. **Utilities.** The rent includes the following utilities: water, electricity and gas, as well as the following services (if any):

 . Tenant shall be liable for payment to providers for telephone service and for any other service not included in the rent.

1. **Parking; Storage.** This Sublease:

**[ does ] [ does not ]** cover parking privileges. This Sublease:

**[ does ] [ does not ]** cover use of common storage area in the building.

The Cooperative and Landlord shall not be liable or responsible for the loss or theft of any property placed in any parking area or storage area, or for damage thereto from any cause whatsoever. Use of such areas, if permitted by this Sublease, is at the sole risk of Tenant.

1. **Animals.** Tenant shall not keep any animals upon the Premises, unless permitted by the Cooperative Documents and unless approved in advance, in writing, by the Cooperative and by Landlord. If Tenant or any approved occupant of the Premises should be disabled, as defined in the Fair Housing Act, the Cooperative may permit such disabled person to have an Assistance Animal, to the extent required by the Fair Housing Act or other applicable law. Should approval for an animal be given, Tenant shall arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy. Paid receipts for such cleaning and treatment

must be provided to Landlord. Tenant further agrees to assume all liability and to be responsible for any injury or damage caused by any of Tenant’s animals, including without limitation any damage to carpets, subflooring, wood floors and any other parts of the Premises or the building, including landscaping. Tenant must comply with any animal ordinances and regulations of the District of Columbia, and all provisions of the Cooperative’s Governing Documents. Tenant shall not keep any animal on the Premises if the animal is or becomes vicious or threatening, bites or attacks any person or other animal, or otherwise is or becomes a nuisance. Landlord and the Cooperative shall have the right to require the immediate and permanent removal of any animal that violates any provision of this Sublease or any provision of the Cooperative Documents.

1. **Floor Coverings.** Tenant shall comply with the Cooperative’s requirements concerning floor coverings, at Tenant’s own expense. At minimum, not less than 75% of the floors in the Premises, not including bathrooms, kitchen and closets, shall be covered by adequate carpet and padding to reduce sound transmission.
2. **No Smoking.** There shall be no smoking in the Premises or in any common area of the building or in any other area in which smoking is prohibited pursuant to the Cooperative Documents by Tenant or any other resident of the Premises, or by any guest, family member, licensee or invitee of Tenant or any other resident of the Premises.

**Smoking inside the Premises** *[check one]*

**[ is ] [ is not ] permitted.**

1. **Hazardous Materials; Insurance.**
	1. Tenant shall not keep or allow to be kept any hazardous, explosive or highly volatile material upon the Premises, nor shall Tenant cause or allow anything to be done upon the Premises which would create a hazard to the Cooperative, to other residents, or to any real or personal property. No waterbeds or other water-filled furniture may be brought upon or kept in the Premises.
	2. Tenant shall obtain and maintain during the term of this Sublease (including any extension, renewal or holdover term), a Renter’s Insurance Policy to protect Tenant’s personal belongings and liability insurance, in amounts satisfactory to the Cooperative, against all claims on account of bodily injury and property damage for which Tenant may, as a result of use or occupancy of the Premises and/or the common facilities of the Cooperative, become liable. Tenant shall provide Landlord and Cooperative’s Board of Directors with a certificate of insurance evidencing compliance with this paragraph. Tenant must add Landlord and the Cooperative as an additional insured parties under Tenant’s insurance policy. If Tenant fails to purchase or maintain the required insurance, Landlord may, at Tenant’s expense, purchase the required insurance policy on Tenant’s behalf. Tenant will do nothing and permit nothing to be done on or about the Premises that will violate or contravene any fire or property damage insurance policy covering the Premises.
2. **Default by Tenant.** (1) If the rent, or any installment thereof, or any other amount owned by Tenant, is not paid by Tenant when it becomes due and payable, or (2) if Tenant violates any of the Cooperative Documents, or (3) if Tenant fails to comply with the terms and conditions of this Sublease, then and in any of such events, at the option of Landlord, the right of Tenant to possession of the Premises shall terminate and Landlord shall be entitled to the possession of the Premises and to reenter the same without demand for possession, and may forthwith proceed to recover possession of the Premises as provided for by law. **Any notice to quit, or notice to vacate, or notice of intention to exercise the option to reenter the Premises by Landlord or the Cooperative, is hereby expressly waived by Tenant.** Reentry by Landlord, by process of law or otherwise, shall not relieve Tenant from liability for any damages, deficiencies or loss of rent which Landlord may sustain by reason of Tenant’s default. Landlord shall have the authority to re-let the Premises after reentry for the benefit of Tenant and as the agent of Tenant; provided, however, that Landlord shall be under no obligation to do so. Notwithstanding any other provision of this Sublease, Landlord hereby reserves the rights
3. not to recover possession, (ii) to allow the Premises to remain vacant, and (iii) to recover from Tenant the balance of the rent reserved for the Term hereby created, including any then-current extension or renewal thereof.
4. **Liability for Loss or Damage or Personal Injury.** Neither Landlord nor the Cooperative shall be liable to Tenant for damages or injuries or inconveniences arising from any discontinuance of heat, water, air conditioning or hot water, or for the discontinuance of any other service caused by accidents, equipment failure or strikes, nor shall Landlord or the Cooperative be liable for the loss of or damage to property of Tenant caused by rain or snow, water or steam that may leak into or flow from any part of the building through any defects in the roof or from the plumbing, or from any other sources. Neither Landlord nor the Cooperative shall be liable or responsible for any loss of or damage to any articles of furniture of other personal property in or upon the Premises. Neither Landlord nor the Cooperative shall be liable for any injury to the person of Tenant or other persons in or upon the Premises.

Tenant shall indemnify Landlord and hold Landlord harmless from all sums, charges, expenses or special assessments for maintenance, repair and replacement for which Landlord may become liable to the Cooperative arising from the act, neglect or carelessness of Tenant, or of Tenant’s family, guests, agents, servants or employees. The foregoing indemnity, however, shall not relieve Landlord from any liability to the Cooperative for any such amounts, or excuse Landlord from the obligation to pay such amounts promptly, and Landlord shall pay any such amounts to the Cooperative promptly upon written demand.

Tenant shall indemnify the Cooperative and hold the Cooperative harmless from all claims, injuries, damages, demands, proceedings, actions or causes of action, including costs and attorney’s fees, arising in connection with the act, neglect or carelessness of Tenant, or of Tenant’s family, guests, licensees, invitees or employees.

1. **Damage to or Destruction of Premises.** Tenant shall give immediate notice to Landlord and to the Cooperative of fire or other casualty which damages or destroys the Premises. If, during the Term of this Sublease, including any extension or renewal thereof, the Premises are destroyed or so damaged by fire or other casualty that the Premises are

untenantable, Landlord shall have the right to make appropriate repairs. If the Premises are not rendered tenantable within ninety (90) days from the date of the casualty, either of the parties hereto shall have the option, by notice in writing to the other, to terminate this Sublease and, in that event, the rent provided for this Sublease shall be paid to the date of the fire or other casualty. During any time that the Premises are untenantable due to fire or other casualty, the obligation of Tenant for payment of rent shall be abated. In no event, however, shall the provisions of this paragraph apply or become effective if the Premises are damaged or destroyed by fire or other casualty caused by the carelessness, negligence or other improper conduct of Tenant, or of Tenant’s family, guests, agents, servants or employees. In such event, Tenant shall continue to be liable for the full amount of the rent and, in addition, for all damages incurred as a result of such casualty.

1. **Bankruptcy.** If Tenant is adjudicated to be bankrupt or insolvent or claims the benefit of any federal bankruptcy proceeding, or makes a general assignment for the benefit of creditors or otherwise claims the benefit of any insolvency law, or if a receiver is appointed or elected by Tenant, this Sublease, at the option of Landlord, shall terminate thirty (30) days after Landlord has given Tenant written notice of the exercise of such option, and Tenant shall immediately quit and surrender the Premises to Landlord; provided, however, that nothing in this Sublease shall be construed to impair or affect the right of the Landlord to maintain any action provided by law for the recovery of the possession of the Premises or to recover attorney’s fees and costs to the extent permitted by applicable law.
2. **Waiver of Breach.** No waiver of a breach of any term or condition of this Sublease shall operate or be construed as a waiver of the term or condition itself, or any subsequent or continuing breach thereof, or of any other term or condition of this Sublease.
3. **Cumulative Remedies.** The rights and remedies created by this Sublease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of any other remedy.
4. **Notices.** All notices provided for in this Sublease shall be in writing and shall be sent via hand delivery, a recognized overnight courier service or certified mail, return receipt requested, with copies sent by email, to Landlord at Landlord’s address set forth above, and to Tenant at the address of the Premises. If the Premises are unoccupied or acceptance of a notice is refused by Tenant, then any notice may be served on Tenant by posting it on the door of the Premises.
5. **Assignment and Subleasing.** Tenant shall not assign this Sublease and shall not sublet or otherwise arrange for occupancy of the Premises or any part thereof by other persons, including without limitation any sublease, license or other agreement providing for occupancy of the Premises or any part thereof on a transient, hotel, bed-and-breakfast, vacation rental or other short-term basis, without the prior written approval of the Landlord and the Cooperative. Tenant agrees to acknowledge and recognize as Landlord any person to whom Landlord may transfer or assign this Sublease. A transfer or assignment of this Sublease shall not release Landlord from any obligation under the Cooperative Documents.
6. **Representations in Application.** Tenant hereby declares that all statements and representations made by Tenant in Tenant’s Application are true and that each of the statements and representations shall be deemed to be a material part of this Sublease and that falsity of any of the statements or representations shall constitute a breach of this Sublease, and shall be grounds for revocation of the Cooperative’s approval of this Sublease and for termination of the Tenant’s right to occupy the Premises.
7. **Credit Information.** Tenant hereby authorizes Landlord to order and obtain a Credit Report from a consumer credit reporting agency to be used in connection with the Application. Tenant hereby authorizes Landlord to disclose to the Cooperative the credit information obtained by Landlord. Landlord hereby agrees to disclose such credit information to the Cooperative in connection with the Cooperative’s review of the application and this Sublease.
8. **Severability.** If any provision hereof shall be adjudged, decreed or ruled to be invalid, then such portion shall be deemed severable and the remaining provisions of this Sublease shall not be considered impaired or invalid on account thereof.
9. **Liens.** Tenant shall not, through action or inaction, create any lien on the Premises. If any lien is created in violation of this paragraph, Tenant shall immediately cause such lien to be discharged and shall indemnify Landlord and the Cooperative, and hold Landlord and the Cooperative harmless, from any and all amounts incurred by either or both of them in connection with the satisfaction and discharge of such lien.
10. **Lead Disclosure:**

# 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, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. TENANTS ALSO MUST RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

The building containing the Premises was constructed before 1978. Landlord and Tenant shall comply with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing by Landlord and Tenant, and any agents, of the District of Columbia Lead Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Lead Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet “*Protect Your Family from Lead in Your Home.*”

1. **Court Awarded Legal Fees:** In an action by Landlord or the Cooperative to recover possession of the Premises, including a nonpayment of rent action, Tenant shall pay actual court costs awarded by the court, and shall pay any other legal costs or attorney fees awarded by a court. If attorney’s fees are awarded by the Court in a nonpayment of rent action, the attorney’s fees are not part of Tenant’s rent and need not be paid to redeem the Premises. If

Tenant is the prevailing party, Landlord shall to any legal fees and costs awarded by the court to Tenant.

1. **Retaliatory Eviction:**
	1. No retaliatory action will be taken by the Landlord for any complaints made by Tenant to any public agency, or for any lawsuit filed by Tenant against Landlord or Landlord’s agent or for any other effort by Tenant to enforce this Sublease or to enforce applicable laws, including membership in a tenants’ association.
	2. Landlord shall not actually or constructively evict or attempt to evict Tenant from, or deny Tenant access to, the Premises without following the judicial process authorized by District of Columbia law for obtaining possession of the Premises.
2. **Termination/Hold-Over And Notice To Vacate:**
	1. Tenant may terminate this Sublease at the expiration of the Sublease Term or any extension thereof by giving the Landlord written notice of termination prior to the expiration of the Term. Such termination must occur at the end of a month.
	2. If Tenant holds over after expiration of the Sublease Term, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month at the monthly rent in effect during the last month of the expiring Term. All other terms and provisions of this Sublease shall remain in full force and effect.
	3. Landlord may terminate this Sublease, require Tenant to vacate the Premises and re-occupy the Premises by giving Tenant ninety (90) days’ notice for Personal Use and Occupancy pursuant to the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. Code Section 42-3505.01(d). This notice must be given ninety (90) days before the date of termination of this Sublease. Landlord shall not receive rent for the Premises during the twelve (12) month period beginning on the date on which Landlord recovers possession of the Premises.
	4. Failure to vacate the Premises after proper notice from Landlord may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant’s holdover occupancy. This Sublease shall serve as

notice of a rent increase of the lesser of **%,** or the maximum percentage allowed by law,

of the last rent charged if Tenant holds over after proper notice.

 (Tenant’s Initials) (Tenant’s Initials)

1. **Move-Out Inspection/Surrender Of Premises:**
	1. Upon termination of this Sublease, Tenant shall surrender the Premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear accepted. Tenant shall leave the Premises free of trash and debris; however, Tenant will not

repaint the Premises or attempt any repair of the Premises without Landlord’s prior written consent. If all required cleaning and removal of trash is not completed by Tenant, or if the Premises are not left in good and clean condition, then any action required for Landlord to complete such cleaning and trash removal shall be at Tenant’s expense. Tenant must deliver all keys to Landlord upon vacating the Premises, but in any event not later than twenty-four (24) hours after vacating the Premises. Failure to comply will be cause for Landlord to change the locks to the Premises at Tenant’s expense.

* 1. Tenant has the right to be present at the time of inspection of the Premises by Landlord or Landlord’s agent if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant’s date of moving of Tenant’s intention to move, date of moving and new address. Upon receipt of notice, Landlord shall provide written notification to Tenant ten (10) days in advance of the time and date when the Premises are to be inspected. The inspection date shall occur within three (3) business days before or after the date of intended moving as designated in Tenant’s notice.
1. **Abandoned Personal Property:** Any personal property left in the Premises after Tenant vacates the Premises shall be deemed abandoned, and Landlord may dispose of such property at Tenant’s expense. Landlord shall not be liable to Tenant or any other person for loss of, or damage to, such abandoned property.
2. **Subordination:** This Sublease shall be subject and subordinate at all times to the Cooperative Documents and to the liens of any mortgages or deeds of trust now or hereafter covering the Premises, and to all renewals, modifications, consolidations, replacements and/or extensions thereof.
3. **Estoppel Certificate:** Tenant shall, at any time and from time to time, upon not less than fifteen (15) days’ prior notice from Landlord, sign, acknowledge and deliver to Landlord a statement in writing, certifying: (a) that this Sublease is unmodified and in full force and effect (or, if there have been modifications, that this Sublease is in full force and effect as modified and setting forth such modifications) and the dates to which the rent and other amounts payable hereunder have been paid; (b) that there is no existing default under this Sublease, or specifying each such default of which Tenant may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.
4. **Agency:** Landlord recognizes (Brokerage) as

the Agent negotiating this Sublease and agrees to pay a leasing fee pursuant to a separate agreement. Tenant shall have no liability for such leasing fee.

1. **Miscellaneous:**
	1. Tenant acknowledges that, if requested, Tenant received, prior to signing this Sublease and without the requirement of any prior deposit, a copy of the proposed form of Sublease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the Premises and the rental rate.
	2. The terms and conditions of this Sublease are fully binding on and are legally enforceable by the parties hereto, and their heirs, personal representatives, executors, administrators, successors and assigns.
	3. This Sublease contains the final and entire agreement between Landlord and Tenant, and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not expressly set forth in this Sublease. This Sublease may be executed in multiple counterparts, and the Tenant acknowledges receipt of a copy of this Sublease at the time the Sublease was fully executed.
	4. The paragraph headings in this Sublease are for convenience and reference only, and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they apply. Plural can be substituted for the singular, and vice versa, in any place in which the context may require such substitution.
	5. Tenant expressly warrants that Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord to Sublease the Premises.
2. **District of Columbia Housing Regulations:** Any provision in this Sublease that is not in accordance with applicable DC law and regulations shall be null and void. Rent may not be increased more than once per twelve (12) month period for properties not exempt from rent control.
3. **Additional Provisions:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Addendum Attached: Yes No**

**IN WITNESS WHEREOF,** the parties have signed this Sublease as of the date first set forth above.

#  (SEAL)

**Landlord**

#  (SEAL)

**Landlord**

#  (SEAL)

**Tenant**

#  (SEAL)

**Tenant**

# COOPERATIVE APPROVAL

**Sublease Approved: Claridge House Cooperative, Inc.**

**Date:**

**By: Manager**

**Attest:**

**Secretary**

# TENANT ACKNOWLEDGMENT

**This is to certify and acknowledge that I have received from the Landlord:**

* 1. **an executed copy of my Application,**
	2. **an executed copy of this Sublease,**
	3. **a copy of the Cooperative Documents, and**
	4. **copies of the following:**
		1. **Sections 101 and 106 of Chapter 14-1 of the D.C. Municipal Regulations**
		2. **Chapter 14-3 (landlord and tenant section) of the D.C. Municipal Regulations**
		3. **DDOE Lead Disclosure Form**
		4. **D.C. Tenant’s Bill of Rights.**

**Date:**

**Tenant**

**Date:**

**Tenant**

**Lead Disclosure Form**

**[ATTACHED]**