



# The City of Rockville Multi-Family, Single-Family, Condominiums and Cooperative

**Rental Property Lease Addendum** 

(For use with State of Maryland and Montgomery County Leases)

Special provisions attached to and hereby made a part thereof, the Lease dated for the property located at

between

and

, Tenant, . Landlord/Agent.

The provisions of this addendum shall supersede any provisions to the contrary in the Lease.

## 1. Acceptance of Property:

A. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas (just the leased premises in the case of a condominium or cooperative housing structure) are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant has been given an opportunity to examine the premises, and has found premises to be in satisfactory condition, unless otherwise specified herein. Tenant agrees that no representations or warranties as to the condition of the premises have been made; and that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing.

**B.** List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord within fifteen (15) days of the Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified herein or as required by law.

## 2. <u>Responsibility for Repairs:</u>

Except for those responsibilities assumed by the Tenant in subparagraphs above, the Landlord acknowledges responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance. Chapter 9 (Fire Safety Code), Chapter 25 (Zoning and Planning), Chapter 5 (Buildings and Building Regulations), Articles V, X, and XII of Chapter 18 (Rental Facilities and Landlord-Tenant Relations), Rockville City Code, as amended, are incorporated herein as an express warranty of habitability and covenant to repair.

## 3. Eviction Assistance:

To the extent such information is required by Rockville City Law, general information regarding eviction is available from the City of Rockville, Community Services Department.

General information regarding evictions is available from the Office of Landlord-Tenant Affairs and in the event of eviction by judicial process, Tenant has the right to request at Tenant's own expense or with financial assistance from the County, if such assistance is available, through the Office of Landlord-Tenant Affairs, moving services and storage accommodations by making such request prior to or immediately following the entry of Judgment, provided such services and facilities are not otherwise available to Tenant.

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#### 4. <u>Required Licenses</u>:

If the premises is a single family dwelling unit (including condominiums and cooperatives), a copy of any required license for the rental facility has been provided to the Tenant or posted on the premises; however, if the premises is a unit in a multi-family dwelling, then a copy of any required license for the rental facility, the original of which is posted on the premises in the rental office or other prominent public place of which the demised premises herein is a part, issued by any local government agency, can be inspected by Tenant during normal business hours at the office of the Landlord/Agent.

#### 5. <u>One -Year Lease Offer</u>:

Rockville City law requires Landlords, unless there is a reasonable cause otherwise, to offer all prospective Tenants lease agreements for an initial term of one (1) year. Such an offer may be accepted at the option of the prospective Tenant. Prior to entering this Lease, the Tenant hereby acknowledges that (initial and date one option below):

- **A.** I was offered and accepted a one-year lease term by the Landlord.
- **B.** I was offered but rejected a one-year term by the Landlord.
  - C. I received a copy of a written statement in which the Landlord asserts and explains a reasonable cause for failing to offer me a one-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the City Manager, Rockville.
- 6. <u>Additional Provisions</u>: Further Provisions and Additions:

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement:

Tenant		Date	Landlord	Date
Tenant		Date	Landlord	Date
Tenant		Date	REALTOR® FIRM	
Tenant	6	Date	AGENT	Date
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