

# Bader Lease Addendum

---

## THE BADER, A CONDOMINIUM MANDATORY CONDOMINIUM UNIT LEASE ADDENDUM

**THIS ADDENDUM** to a certain lease (the "Lease") of Condominium Unit NO. \_\_\_\_ at the Bader Condominium (the "Condominium"), located at 2515 K Street, NW, Washington, D.C., is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Landlord") and \_\_\_\_\_ (the "Tenant").

### WITNESSETH:

In consideration of the Mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree that the following provisions are added to the Lease, and that, in the event of any conflict of this Addendum, the provisions of this Addendum shall control.

**1. Applicability of Condominium Instruments.** Tenant's right to use and occupy Condominium Unit \_\_\_\_ of the Condominium (the "Premises") shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of the Condominium (the Condominium Instruments") and to such other rules and regulations as the Board of Directors of the Unit Owners' Association (the "Association") may from time to time promulgate (the Bader Condominium Handbook"). Tenant acknowledges receiving a copy of the Condominium Instruments and the Bader Condominium Handbook from the Landlord.

**2. Violations of Condominium Instruments and/or Rules and Regulations.** Any violation of the provisions of the Condominium Instruments or the Bader Condominium Handbook by Tenant, or Tenant's family, invitees, licensees, employees, servants and agents shall constitute a material breach of the Lease. In the event of such violation or in the event of Tenant's non-payment of rent to the Association, pursuant to Paragraph 4 below, the Board of Directors of the Association, pursuant to Article VI, Section 8, Paragraph B. (XV) and Article XI of the Bylaws, shall have the right to take appropriate action, including legal action, against the Landlord, Tenant or both, for injunctive relief, damages or any other remedies necessary, including without limitation the right, on behalf of Landlord, to terminate the Lease, evict Tenant and obtain possession of the Premises. The Board of Directors may avail itself of such right to terminate the Lease, evict tenant and obtain possession of the Premises after giving 45 days' written notice to Landlord, and Landlord hereby appoints the President of the Association as Landlord's agent and attorney-in-fact for the purpose of exercising this right and for no other purpose. Landlord agrees that Landlord shall pay the Association all costs and attorneys' fees incurred by the Association in enforcing the Condominium Instruments and the Bader Condominium Handbook and in exercising any other rights and remedies set forth herein.

**3. Rights Granted to Tenant.** The Lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Landlord's rights to use the common elements and common facilities of the Condominium, provided that Tenant and Tenant's family, invitees, licensees, employees, servants and agents exercise such license in accordance with the provisions of the Condominium Instruments and the

## Bader Lease Addendum

---

Bader Condominium Handbook; provided, however, that Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

**4. Assignment of Rent to Association.** If, at any time after the signing of this Addendum, the Landlord is delinquent in the payment of amounts due from the Landlord to the Association as required by the Condominium Instruments or the Bader Condominium Handbook, the Landlord assigns its right to receive rent from the Tenant to the Association and both Landlord and Tenant authorize the Association to demand and immediately receive payment from the Tenant of all rent or other amounts due or becoming due from Tenant to Landlord, up to an amount sufficient to pay all sums due from the Landlord to the Association; the Landlord and Tenant acknowledge that any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been fully cured. Tenant shall continue making such payments in monthly installments equal to monthly installments of rent and any other amounts due pursuant to the Lease until advised in writing by the Association that the Landlord's delinquency has been cured. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant and obtain possession of the Premises, as set forth in Paragraph 2 above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. The Landlord remains liable for all amounts due the Association under the Condominium Instruments and the Condominium Handbook and shall be responsible for payment of such amounts if the Tenant fails to make the monthly payment to the Association pursuant to this Paragraph. The Landlord shall remain responsible for any and all costs of collecting the Condominium assessments, including costs and attorneys' fees.

**5. Sublease.** Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person, including to any guest or other person in Tenant's absence.

**6. Use.** Tenant will use the Premises for residential purposes only for the following persons, \_\_\_\_\_ and for no additional persons whatsoever.

**7. Locks and Keys.** Landlord shall provide Tenant with a complete set of keys to the Premises and the building. Tenant shall not change any locks or add any locks to the Premises without written authorization from the Association. Landlord at all times shall have duplicate keys to the Premises.

**8. Tenant Conduct.** Tenant shall conduct himself/herself and require other persons on the Premises with his/her consent, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their premises, and the Tenant further covenants and agrees that he/she will not use or permit said Premises to be used for any improper, illegal, or immoral purposes, nor will he/she use, permit or suffer the same to be

## Bader Lease Addendum

---

used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The Tenant will not do or permit anything to be done in the Premises (or the building of which it forms a part) or bring or keep anything therein which shall in any way increase the rate of fire or other insurance in said building, or on the property kept therein, or obstruct or interfere with the rights of other residents, or in any way injure or annoy them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said building or any part thereof, or with any statutes, rules, or regulations enacted or established by the appropriate governmental authority.

**9. Access to Property by Landlord and Duly Designated Representatives.** Upon reasonable notice to Tenant and at reasonable times, Landlord, his/her duly designated representative, the Association (or their designated representative) may enter the Premises in order to (a) inspect the property; (b) make necessary or agreed repairs, decorations, alterations or improvements; (c) supply necessary or agreed services; and (d) exhibit the property to prospective or actual purchasers or tenants, mortgagees, workmen or contractors. In case of an emergency, Landlord, the management agent, the Association (or their designated representative) may enter the Unit without consent of Tenant.

**10. Notice to Quit.** If the Tenant violates any conditions of this Addendum, then the Lease may be terminated at the option of the Association. In such case, this Addendum will operate as a NOTICE TO QUIT, any notice to quit as required by law being hereby expressly waived. In such cases, the Association may proceed to recover possession of the Premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant (Title 45 – Chapter 14).

**11. Hold Harmless.** Tenant agrees to save the Association harmless of liability in the event of injury to persons or property in or about the Premises, except when caused by the negligence of the Association or its agents or employees. The Association shall be under no liability to Tenant due to any discontinuance of heat, hot or cold water, elevator service or for the discontinuance of any other service caused by accidents, breakage or strikes or from any accident or damage caused by the handling of electric wires or lights, and the Association shall not be liable for loss or damage to the property of Tenant caused by moths, termites or other vermin, or by rain, snow, water or steam that may leak into or flow from any part of said Premises through any defects in the roof or plumbing or from any other source, whatsoever, unless caused by negligence of the Association, or its agents or employees, and Tenant agrees to assume the responsibility of defending, at his/her expense, any claim which may be made against the Association by any person claiming the right to be in said Unit through or under the Tenant, for any injury, loss or damage to person or property from any cause whatsoever, unless caused by negligence of the Association or its agents or employees.

**12. Interpretation.** All individual provisions, paragraphs, sentences, clauses, sections and words in this Addendum shall be severable and if any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in an way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect

