

## RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

**James P. Madigan**

(the "Landlord")

- AND-

**Moisés Rodríguez Escobar**

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### Leased Property

1. The Landlord agrees to rent to the Tenant the room, municipally described as 1346 Girard St. NW, Washington, DC 20009 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property.
5. Parking space is not provided under the terms of this Lease and no vehicle may park on or about the Property.

6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

## Term

8. The term of the Lease commences at 12:00 noon on October 1, 2022 and ends at 12:00 noon on November 27, 2022.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the District of Columbia (the "Act").

## Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$1,200.00 per month (the "Rent").
11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1346 Girard St. NW, Washington, DC 20009 or at such other place as the Landlord may later designate by cash, check, direct debit from a bank or other financial institution or Bank Transfer, Wise (ex TransferWise)
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
13. The Tenant will be charged an additional amount of \$25.00 per infraction for any Rent that is received after the greater of 5 days after the due date and any mandatory grace period required under the Act, if any.

## Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$600.00 (the "Security Deposit").
15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Citibank NA located at 3241 14th St. NW, Washington, DC 20010.
16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls

- including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
  - i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
  - j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 17. The Tenant may not use the Security Deposit as payment for the Rent.
- 18. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
- 19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: \_\_\_\_\_, or at such other place as the Tenant may advise.

## Inspections

- 20. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and

its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

## Tenant Improvements

22. The Tenant may NOT make improvements to the Property.

## Utilities and Other Charges

23. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet and natural gas.

## Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

25. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

## Attorney Fees

26. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

## Governing Law

27. This Lease will be construed in accordance with and exclusively governed by the laws of the District of Columbia.

## Severability

28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

29. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and

effect.

## Amendment of Lease

30. This Lease may only be amended or modified by a written document executed by the Parties.

## Assignment and Subletting

31. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## Additional Clauses

32. The tenant shall hold personal responsibility for understanding, observing, and complying with all house rules in effect for personal health, safety, and security and for the common protection of others; shall promote, encourage, practice, and maintain comity throughout the household and neighbors, all times, in and all circumstances, instances, whomever and whatsoever, with best practices in good and kind neighborly and housemate relations; both during and following the rental period.
33. The tenant shall immediately address or bring to attention to the landlord of any danger to the health, safety, and security of self and others residing at this address, as appropriate, and bring to the attention of the landlord or his designated emergency agent, any appliance(s) or system(s) in need of attention to repair or common sense alerts for preventive measures to keep appliances and systems functioning and running well.
34. Notwithstanding our typical given understanding of personal liberties, freedoms, and legal protections to ensure such to govern our own lives, we must also take seriously our responsibility to preserve and protect the health and safety of others insofar as our personal behaviors here and away from home affect overall public health. Tenant pledges to take ownership and responsibility for promotion and maintenance of a safer COVID-19 environment, mindful to mitigate risk by adopting common sense and current prevailing best public health measures at home, at work, among our family and friends, and finally to be a good citizen to country and world. Personal responsibility and ownership include particular attention, as well, to an acute awareness of what we say and do have a role in protecting those both inside and outside our home. And we have a role in encouraging others to seek sound public health and safety practices, understanding that what we say and do, matters, and can have significant influence, including life or death outcomes. This is doable; let's do it; let's get it done!

## Damage to Property

35. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

## Care and Use of Property

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
37. The Tenant will not engage in any illegal trade or activity on or about the Property.
38. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
39. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
40. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
41. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

## Rules and Regulations

42. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

## Lead Warning

43. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a federally approved**

**pamphlet on lead poisoning prevention.**

## Mediation and Arbitration

44. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

## Address for Notice

45. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
- a. Name: Moisés Rodríguez Escobar.
  - b. Phone: \_\_\_\_\_
  - c. Email: moirguez@usal.es.
46. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: James P. Madigan.
  - b. Address: 1346 Girard St. NW, Washington, DC 20009.

The contact information for the Landlord is:

- c. Phone: (202) 423-3212.
- d. Email address: jmadigan3@gmail.com.

## General Provisions

47. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
52. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
53. The Tenant will be charged an additional amount of \$45.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
54. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$1,400.00 will be charged to the Tenant.
55. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
56. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
57. This Lease constitutes the entire agreement between the Parties.
58. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
59. Time is of the essence in this Lease.



IN WITNESS WHEREOF Moisés Rodríguez Escobar and James P. Madigan have duly affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
James P. Madigan

\_\_\_\_\_  
Moisés Rodríguez Escobar

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Moisés Rodríguez Escobar

# Lead-Based Paint Disclosure

Property: 1346 Girard St. NW, Washington, DC 20009

Landlord: James P. Madigan

Tenant: Moisés Rodríguez Escobar

## Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
Landlord: James P. Madigan

## Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
Tenant: Moisés Rodríguez Escobar

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

# Asbestos Disclosure

Property: 1346 Girard St. NW, Washington, DC 20009

Landlord: James P. Madigan

Tenant: Moisés Rodríguez Escobar

## Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
Landlord: James P. Madigan

## Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
Tenant: Moisés Rodríguez Escobar