



# Condominiums and Cooperatives in Montgomery County 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 \_\_\_\_\_,

\_\_\_\_\_, Tenant, and \_\_\_\_\_, 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 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. Responsibility for Repairs:

Except as may be provided by a local jurisdiction, 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 governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part, including Chapter 8, Title "Buildings," Chapter 22, Title "Fire Prevention," Chapter 26, Title "Housing Standards," and Chapter 59, Title "Zoning" of the Montgomery County Code, as amended, pursuant to which code provisions Landlord provides this express warranty of habitability and covenant to repair.

### 3. Eviction Assistance:

When giving Tenant a notice of past-due rent, issuing a written quit and vacate notice, or beginning any judicial proceeding to regain the lease premises, the Landlord must notify the Tenant that general information and assistance regarding evictions is available from the Montgomery County Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs, (240) 777-3636.

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. Required Licenses:**

The Landlord affirms that the rental facility is licensed in accordance with Montgomery County law. Licensing information can be obtained from the Montgomery County Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs (240) 777-3636.

**5. Two-Year Lease Offer:**

Montgomery County law requires landlords, unless there is a reasonable cause otherwise, to offer all prospective tenants lease agreements for initial terms of two (2) years. 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 of the following options)

- \_\_\_\_\_ **A.** I was offered and accepted a two-year lease term by the Landlord.
- \_\_\_\_\_ **B.** I was offered but rejected a two-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 two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Commission on Landlord-Tenant Affairs.
- \_\_\_\_\_ **D.** This provision is not applicable to the premises because the premises are located within a common ownership community and the governing documents prohibit a two (2) year lease.

**6. Increase in Condo Fees:**

In the event of an increase in the condominium fees and upon notice from Landlord/Agent, tenant's rent shall be increased by an amount equal to the amount of the increase in the condominium fees.

The present Condominium/Cooperative Fee is \$\_\_\_\_\_ per \_\_\_\_\_

**7. Additional Provisions:** Further Provisions and Additions:

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\_\_\_\_\_

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

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