

PowerHouse Properties LLC  
P.O. Box 60519  
Washington, D.C. 20032

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# THIS AGREEMENT

Made this day of February 14 2003  
Between Donald Ford Tenant/Resident  
Hereinafter called "Tenant/Resident"

And KWASI Roberts Landlord  
Hereinafter called "Landlord"

WITNESSETH that Landlord leases to Tenant the premises known as  
4016 LIVINGSTON RD SE APTS 20032  
In the District of Columbia on a monthly basis commencing on the 1<sup>st</sup> day of March 2003 payable in  
advance at the monthly rent of \_\_\_\_\_ Dollars (\$ 450.00). The first payment due on the 1<sup>st</sup>  
day of MARCH 2003

Payment of rent will be made to KWASI Roberts.

## IT IS AGREED

1. Monthly payments will be made in advance, on the first day of each month without deduction or demand and will be considered late after the fifth day (calendar day "5") of each month. A late fee of fifty dollars (\$50.00) will be assessed for any tenant who has not paid in full by close of business on the fifth day (calendar day "5") of each month. Tenant deposits with Landlord a SECURITY DEPOSIT of N/A Dollars (\_\_\_\_\_) To secure the full and faithful performance of the conditions of this lease. This SECURITY DEPOSIT is not be used by the Tenant as a substitute for rent.

The SECURITY DEPOSIT will be returned to the Tenant within forty-five (45) days after the termination of this lease, less any expenses resulting from the breach of any condition of this lease or from damage to the premises other than usual wear and tear.

## 2. The premises will be used as a residence only and for

X DONALD S. FORD  
person(s) only. Pets are not allowed except as described below. This lease will not be assigned or the premises sublet without the written consent of the Landlord.

- a. Limitation on number. To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit, which policy may be more stringent than minimum overcrowding requirements specified in the District of Columbia Code.
- b. Guest. If Tenant desires to have overnight guests in the apartment who are visiting for more than one week, then Tenant agrees to notify Landlord in writing in advance of the occupancy of any guest desiring to extend their stay beyond one week. In any event, no guest may occupy the Premises for more than 15 consecutive days without the Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.
- c. Tenant Responsibility. Tenant is responsible for any conduct of any family member, guest or invitee. Landlord may terminate this lease for conduct of any family member, guest or invitee. Landlord may terminate this lease for conduct of any family member, guest or invitee, whether or not Tenant participates in, know of or condones the conduct.

## NO PETS

3. Tenant agrees to secure and pay when due the following utilities:

ELECTRICITY                      GAS

4. Tenant agrees to maintain in good order the plumbing, heating, septic and electrical systems within the premises and to pay for any damage to them, resulting from the negligence of the Tenant, his/her family, guests or sub-tenants. Premises will be delivered at the termination of this lease in the same good order as received, usual wear and tear except. Any painting or remodeling is to be supervised by the Landlord. Tenants will be given notice of damage found during inspection and will be required to correct damage within seventy (72) hours or Landlord will make repair and charge tenant.

5. Tenant agrees to comply with all health, fire and police regulation with respect to the premises, and Tenant will not use or allow the use of the premises for any disorderly or unlawful purpose.

6. Landlord will give the Tenant quiet enjoyment of the premises for the term of this lease. Tenant will allow Landlord or his agent's access to the premises at any reasonable time for the purpose of inspection or repair.

7. Tenant agrees to save the Landlord harmless of liability in the event of injury to persons or property in or about the premises. All personal property within the premises remains at the sole risk of the Tenant. Renters insurance is recommended for the protection of the tenant.

8. If the Tenant fails to pay the rent as scheduled, or if he/she violates any other conditions of this lease, then this lease may be terminated at the option of the Landlord. In such cases this lease will operate as a **NOTICE TO QUIT**, any notice to quit as required by law being hereby expressly waived. X DONALD S. FORD

In such cases the Landlord may proceed to recover possession of the premises without a demand for rent or possession Tender and by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant (Title 45 Chapter 9), Tenant agrees to remain answerable for all damage or loss of rent resulting from such re-entry and Landlord reserves full power to re-let the premises for his own benefit.

9. If the premises becomes uninhabitable as a result of fire or other casualty not caused by the Tenant, his/her family, guests or sub-tenants, then this lease will either be terminated at the option of the Landlord, or it will be suspended until the premises is restored. Landlord is under no obligation to restore the premises.

10. The waiver of one condition of this lease does not waive or in any other manner affect the other conditions of this lease.

11. If tenant loses key provided by Landlord to the front door of building 4016 Livingston Rd., the tenant will pay fee of fifty dollars (\$50.00) to replace lost key.

B. The Landlord will furnish and maintain such appliances as are now, or may be placed in the leased Premises and which the landlord shall deem suitable and appropriate. Landlord shall not be liable for any damage, which may be caused, directly or indirectly, in furnishing or maintaining the same, or by failure to maintain the same in operation. Resident shall not install or use any electric or gas, washing machine, freezer, refrigerator, dishwasher or other major appliance.

12. 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 in complete compliance with applicable law. Resident acknowledged that he/she has been given an opportunity to examine the Premises and, that he/she has examined the Premises and found the dwelling unit in satisfactory condition.

13. Tenant shall leave the Premises in a broom-clean condition, free of trash and debris, and shall not paint marks; plaster holes, crevices or cracks; or embark on any repair of the Premises without Landlord's prior written consent.

#### 14. Rent Increases.

- a. Landlord may from time to time and to the maximum amount permitted by law, increase rent for the demised dwelling unit.
- b. One (1) month's prior written notice of a rent increase shall be mailed to Tenant; it shall also expressly serve as one (1) full month's notice to quit and vacate the Premises in the event Resident does not agree to pay the rent increase. Resident's continued possession of the Premises on the effective date of the increase shall constitute Resident's agreement to pay the increased rental. Notice of the increase shall be deemed sufficiently given if properly addressed to the Tenant at the Premises and

15. Landlord Access. Landlord may have access to demised Premises: 1) In any emergency; 2) After due notice, when Landlord has good cause to believe Tenant may have damaged the Premises, breached this Lease or violated the law; 3) During normal business hours, after due notice from Landlord and without objection from Tenant, for the purpose of making necessary repairs, decorations, alterations, improvements or supplying services—Tenant's service request shall constitute permission to enter the Premises and 4) During normal business hours including weekends, after due notice from Landlord and without objection from Tenant, for the purpose of exhibiting the dwelling unit to prospective purchasers, mortgages or Residents.

b. Inability to enter. Resident shall be held responsible for any damages caused by the Landlord's inability to enter the dwelling unit to affect repair or to remedy an emergency, where such inability is caused by Tenant's wrongfully denial of entry to Landlord's agents or wrongfully installation of locking mechanisms. Further, such denial of entry shall constitute a material breach of this lease.

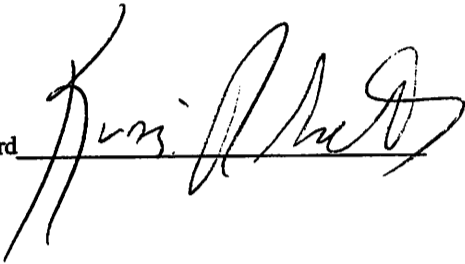
c. Resident shall not install or use any lock, chain, or security device on any door or window of the Premises without the express written permission of the Landlord.

16. Showing Premises. The Landlord shall have the right during the last thirty (30) days of the term herein created to show the leased Premises to prospective Tenant's during reasonable hours and after notice to the Tenant, providing, however, nothing herein set forth shall be deemed to prevent the Landlord from entering the leased Premises in an emergency situation or after due notice and the Landlord has good cause to believe that the Tenant has damaged

Premises, or may be in violation of the law or of this lease. The Landlord shall have the right to exhibit dwelling to prospective purchasers or mortgages at all reasonable hours without the consent of the Tenant.

17. Controlled Substances. It is the policy of the Landlord to make reasonable efforts to provide an environment free from the manufacture and distribution of drugs. The term "Drugs" means, those Controlled Dangerous Substances" as defined by Code of District of Columbia. The Tenant agrees that he/she and other persons on or about the Premises, including common areas, as a family members, guests or invitees of the Tenant, shall not use, manufacture, sell distribute, suspense, or store any Drugs on, in or about the Premises, including the common areas. Further, the Tenant agrees that he/she and the persons mentioned above shall not attempt, endeavor or conspire to manufacture, sell distribute, or store any Drugs on or about the leased Premises. Should the Tenant or his/her family members, guests or invitees violate the provisions of the paragraph, the Landlord may declare a breach of this lease and reposes the Premises. Nothing contained in this paragraph is imbedded to impose any duty or obligation upon the Landlord other than those duties or obligation imposed upon Landlords generally by applicable law.

WITNESS the following signatures and seals on the day and year first appearing above (optional):

Tenant X DONALD S. FORD Landlord 

Tenant \_\_\_\_\_

Landlord \_\_\_\_\_