



## ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is an addendum to the Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, \_\_\_\_\_, Landlord, and \_\_\_\_\_, \_\_\_\_\_, Tenant, for the Premises known as \_\_\_\_\_.

Whereas, the above cited Lease Agreement is changed and amended to include the following:

- ☐ **1. PETS:** The Tenant shall be allowed to keep a pet(s) as described below. The Tenant agrees to arrange for and pay the costs of having the Premises treated for fleas and ticks by a professional exterminator and the carpeting professionally cleaned and neutralized for immediate and lingering pet odors at the termination of occupancy. In the event that follow-up treatments are necessary to fully eliminate any infestation or odors, Tenant agrees to pay the cost of such follow-up treatments. Paid receipts must be provided to the Landlord or Landlord's Agent. The Tenant further agrees to assume all liability for pet's behavior and actions, and to be responsible for compliance with all laws, regulations and ordinances and for any damage caused by said pet(s) including but not limited to odor and damage to carpets, screens, glass, walls, woodwork, yard and shrubs. Size, type and breed of pet(s): \_\_\_\_\_ \$ \_\_\_\_\_ has been added to the security deposit for the pet(s). **[NOTE: Total Security Deposit, including pet deposit, may not exceed two (2) months rent.]**

Initials for PETS paragraph: \_\_\_\_\_

- ☐ **2. FUEL OIL:** The Premises uses oil for heat. Tenant understands that Tenant is responsible for the payment of all fuel oil costs, just as if heating was by a public utility such as gas or electric. Immediately upon taking occupancy, regardless of the time of year, Tenant, at Tenant's expense, shall have fuel tank filled to capacity and within thirty (30) days shall reimburse Landlord or Landlord's Agent for fuel oil in the tank at the time Tenant took occupancy (at the same rate per gallon as when Tenant fills the tank). At the end of the Lease, the Landlord shall reimburse or credit the Tenant for the fuel oil remaining in the tank. The capacity of the oil tank is \_\_\_\_\_ gallons. Tenant agrees to use heating oil, and not to use a lower grade of heating oil which may clog the feed lines, burner or furnace. After initial priming of the burner by Landlord, Tenant agrees to pay as additional rent the cost of priming the burner if the tank runs dry, and the cost of repairs due to use of a lower grade heating oil by Tenant. Tenant agrees to purchase a burner service contract from a reputable company to clean the furnace and burner which does not contravene any existing service contract.

Initials for FUEL OIL paragraph: \_\_\_\_\_

- ☐ **3. WELL, SEPTIC, AND WATER CONDITIONING SYSTEM:** The Tenant understands that the Premises has a ☐ well, ☐ septic, and/or ☐ water conditioning system, and agrees to exercise due caution in the care of these systems. If a water conditioning system exists, Tenant agrees to properly maintain said system at Tenant's expense according to the instructions provided by the Landlord, Landlord's Agent or water conditioning company. All water conditioning system chemicals and filters shall be the expense of the Tenant. If the system is rented, the cost of the system rental shall be paid by the ☐ Tenant or ☐ Landlord.

Initials for WELL, SEPTIC, AND/OR WATER CONDITIONING SYSTEM paragraph: \_\_\_\_\_

- ☐ **4. COMMUNITY ASSOCIATION CLAUSE:** Whereas the Premises is in a Condominium or Homeowners Association, Tenant understands that the right to use and occupy the unit shall be subject and subordinate to the provisions, rules and regulations of said Community Association. Responsibility for payment of the Community Association fee shall be that of ☐ Landlord or ☐ Tenant. Should Landlord have the responsibility for payment of the Community Association fee, Landlord may increase the rent at any time the Community Association fee is increased in an amount equal to the increase in the fee. If Tenant is to pay fee, Tenant is hereby given Notice that payment is currently \$ \_\_\_\_\_ per ☐ month ☐ quarter ☐ year and is payable promptly at such times that it is due. Both parties agree that Community Association fees shall be paid promptly regardless of which party is responsible for such payment.

Initials for COMMUNITY ASSOCIATION CLAUSE paragraph: \_\_\_\_\_

- ☐ **5. AGENT DISCLOSURE:** ☐ Landlord or ☐ Tenant is a licensed real estate agent in the State of Maryland and hereby makes this disclosure to all other parties to this Lease.

Initials for AGENT DISCLOSURE paragraph: \_\_\_\_\_



- ☐ **6. LEAD PAINT:** *[If Premises was constructed prior to 1979, include proper notices and addendum. THIS IS NOT A SUBSTITUTE.]* Tenant acknowledges that Tenant has been advised by Landlord that the Premises may contain lead based paint. Tenant understands that eating or chewing paint, plaster or household dust that contains lead can result in lead poisoning which can cause serious harm to unborn babies and children especially those under six years of age. Areas of particular concern are chipping, flaking, loose or peeling paint, plaster or wallpaper on doors, windows, woodwork and wood trim. Tenant agrees to immediately notify Landlord of any loose, peeling, flaking or chipping paint, wallpaper or cracked plaster, found either on the inside or outside of the Premises.

Initials for LEAD PAINT paragraph: \_\_\_\_\_

- ☐ **7. MILITARY CLAUSE:** In the event Landlord or Tenant is, or hereafter becomes a member of the United States Armed Forces on extended active duty and hereafter Landlord or Tenant receives permanent change of station orders or temporary change of station orders in excess of three (3) months to depart from the area where the Premises is located, or if either party is relieved from active duty, then in any of these events, such party may terminate this Lease upon giving at least one (1) month's written notice to the other party which notice shall have attached a copy of official orders or a letter signed by the party's commander reflecting the change which warrants termination under this clause. Termination of any such Lease providing for monthly payment of rent shall not be effective until thirty (30) days after the date on which such notice is received by the other party. In the event the transferred party is the Tenant, the Tenant additionally shall be responsible for the cost of repairing any damage to the Premises caused by his act or omission. Any temporary change of station orders of three (3) months or less shall not constitute a basis for termination of the Lease. **Transfer is defined as at least fifty (50) miles from the rented Premises. (A move to base quarters is not considered a transfer.)**

Initials for MILITARY CLAUSE paragraph: \_\_\_\_\_

- ☐ **8. CIVILIAN TRANSFER CLAUSE:** In the event the Landlord or Tenant is subject to transfer by his or her employer, and hereafter receives transfer orders to relocate his or her regular place of employment and report to a location that is at least 50 miles from the rented Premises, and such job transfer is for a duration in excess of three (3) months, then the transferred party may terminate this Lease upon giving at least one full rental month's written notice to the other party, which notice shall have attached a bona fide statement from the party's employer certifying that the employer has ordered relocation. Neither any voluntary change to a new employer nor a temporary reassignment of less than three months duration shall constitute a basis for termination of this Lease.

Initials for CIVILIAN TRANSFER CLAUSE paragraph: \_\_\_\_\_

- ☐ **9. ARBITRATION:** Any controversy or claim arising out of or related to this contract, or breach thereof except nonpayment of rent and those disputes which fall within the jurisdiction of small claims court, shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable Arbitrator/Attorney fees and court costs incurred by the prevailing party in the action.

Initials for ARBITRATION paragraph: \_\_\_\_\_

- ☐ **10. CITY OF ANNAPOLIS:** The law of the City of Annapolis requires Landlords, unless there is reasonable cause otherwise, to offer all prospective Tenants lease agreements for initial terms of at least one year. Prior to entering this Lease, Tenant hereby acknowledges (**check one**): ☐ I was offered and accepted a one-year Lease term by the Landlord; ☐ I was offered but rejected a one-year Lease term by the Landlord; ☐ 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 Lease term and was advised of my rights to challenge such statement by filing a complaint with the Department of Public Works.

Initials for CITY OF ANNAPOLIS paragraph: \_\_\_\_\_

**ONLY THOSE PARAGRAPHS INITIALED BY ALL PARTIES ARE APPLICABLE TO THIS ADDENDUM.**

WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE (SEAL) \_\_\_\_\_

WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE (SEAL) \_\_\_\_\_

WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE (SEAL) \_\_\_\_\_

WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE (SEAL) \_\_\_\_\_