

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

Saint Sophia Greek Orthodox Cathedral of Washington, D.C.

Case Number: 2016 CA 007772 B

vs

Date: October 20, 2016

Ryan Zinke, et al.

One of the defendants is being sued in their official capacity.

Name: (Please Print) <u>Peter D. Antonoplos, Esq.</u>		Relationship to Lawsuit
Firm Name: <u>Antonoplos & Associates</u>		<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: <u>(202) 803-5676</u>	Six digit Unified Bar No.: <u>485119</u>	<input type="checkbox"/> Self (Pro Se)
		<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

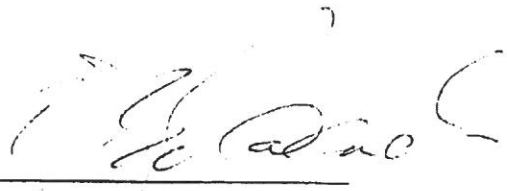
Case No.: _____ Judge: _____ Calendar #: _____
Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: (Check One Box Only)		
A. CONTRACTS		
COLLECTION CASES		
<input checked="" type="checkbox"/> 01 Breach of Contract	<input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent	<input type="checkbox"/> 16 Under \$25,000 Consent Denied
<input type="checkbox"/> 02 Breach of Warranty	<input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent	<input type="checkbox"/> 18 OVER \$25,000 Consent Denied
<input type="checkbox"/> 06 Negotiable Instrument	<input type="checkbox"/> 27 Insurance/Subrogation	<input type="checkbox"/> 26 Insurance/Subrogation
<input type="checkbox"/> 07 Personal Property	<input type="checkbox"/> Over \$25,000 Pltf. Grants Consent	<input type="checkbox"/> Over \$25,000 Consent Denied
<input type="checkbox"/> 13 Employment Discrimination	<input type="checkbox"/> 07 Insurance/Subrogation	<input type="checkbox"/> 34 Insurance/Subrogation
<input type="checkbox"/> 15 Special Education Fees	<input type="checkbox"/> Under \$25,000 Pltf. Grants Consent	<input type="checkbox"/> Under \$25,000 Consent Denied
	<input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)	
B. PROPERTY TORTS		
<input type="checkbox"/> 01 Automobile	<input type="checkbox"/> 03 Destruction of Private Property	<input type="checkbox"/> 05 Trespass
<input type="checkbox"/> 02 Conversion	<input type="checkbox"/> 04 Property Damage	
<input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
C. PERSONAL TORTS		
<input type="checkbox"/> 01 Abuse of Process	<input type="checkbox"/> 10 Invasion of Privacy	<input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice)
<input type="checkbox"/> 02 Alienation of Affection	<input type="checkbox"/> 11 Libel and Slander	<input type="checkbox"/> 18 Wrongful Death (Not Malpractice)
<input type="checkbox"/> 03 Assault and Battery	<input type="checkbox"/> 12 Malignant Interference	<input type="checkbox"/> 19 Wrongful Eviction
<input type="checkbox"/> 04 Automobile- Personal Injury	<input type="checkbox"/> 13 Malignant Prosecution	<input type="checkbox"/> 20 Friendly Suit
<input type="checkbox"/> 05 Deceit (Misrepresentation)	<input type="checkbox"/> 14 Malpractice Legal	<input type="checkbox"/> 21 Asbestos
<input type="checkbox"/> 06 False Accusation	<input type="checkbox"/> 15 Malpractice Medical (including Wrongful Death)	<input type="checkbox"/> 22 Toxic/Mass Torts
<input type="checkbox"/> 07 False Arrest	<input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice)	<input type="checkbox"/> 23 Tobacco
<input type="checkbox"/> 08 Fraud		<input type="checkbox"/> 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS		
<input type="checkbox"/> 01 Accounting	<input type="checkbox"/> 17 Merit Personnel Act (OFA) (D.C. Code Title 1, Chapter 6)	
<input type="checkbox"/> 02 Att. Before Judgment	<input type="checkbox"/> 18 Product Liability	
<input type="checkbox"/> 05 Ejectment		
<input type="checkbox"/> 09 Special Writ/Warrants (DC Code § 11-941)	<input type="checkbox"/> 24 Application to Confirm, Modify, Vacate Arbitration Award (DC Code § 16-4401)	
<input type="checkbox"/> 10 Traffic Adjudication	<input type="checkbox"/> 29 Merit Personnel Act (OHR)	
<input type="checkbox"/> 11 Writ of Replevin	<input type="checkbox"/> 31 Housing Code Regulations	
<input type="checkbox"/> 12 Enforce Mechanics Lien	<input type="checkbox"/> 32 Qui Tam	
<input type="checkbox"/> 16 Declaratory Judgment	<input type="checkbox"/> 33 Whistleblower	
II.		
<input type="checkbox"/> 03 Change of Name	<input type="checkbox"/> 15 Libel of Information	<input type="checkbox"/> 21 Petition for Subpoena [Rule 28-1 (b)]
<input type="checkbox"/> 06 Foreign Judgment/Domestic	<input type="checkbox"/> 19 Enter Administrative Order as Judgment [D.C. Code § 2-1802.03 (h) or 32-151 9 (a)]	<input type="checkbox"/> 22 Release Mechanics Lien
<input type="checkbox"/> 08 Foreign Judgment/International		<input type="checkbox"/> 23 Rule 27(a)(1) (Perpetuate Testimony)
<input type="checkbox"/> 13 Correction of Birth Certificate	<input type="checkbox"/> 20 Master Meter (D.C. Code § 42-3301, et seq.)	<input type="checkbox"/> 24 Petition for Structured Settlement
<input type="checkbox"/> 14 Correction of Marriage Certificate		<input type="checkbox"/> 25 Petition for Liquidation
<input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle)		
<input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency)		
<input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other)		
D. REAL PROPERTY		
<input type="checkbox"/> 09 Real Property-Real Estate	<input type="checkbox"/> 08 Quiet Title	
<input type="checkbox"/> 12 Specific Performance	<input type="checkbox"/> 25 Liens: Tax / Water Consent Granted	
<input type="checkbox"/> 04 Condemnation (Eminent Domain)	<input type="checkbox"/> 30 Liens: Tax / Water Consent Denied	
<input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale	<input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted	
<input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP)		



 Attorney's Signature

10-21-2016

 Date



Superior Court of the District of Columbia
CIVIL DIVISION
 500 Indiana Avenue, N.W., Suite 5000
 Washington, D.C. 20001 Telephone: (202) 879-1133

Saint Sophia Greek Orthodox Cathedral of Washington, D.C.
 Plaintiff

vs.

Case Number 2016 CA 007772 B

Ryan Zinke
 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.


You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Peter D. Antonopoulos, Esq.
 Name of Plaintiff's Attorney

1725 DeSales Street, N.W., Suite 600
 Address
Washington, DC. 20036

(202) 803-5676
 Telephone

Clerk of the Court

By 
 Deputy Clerk
 Date 10/24/2016

如需翻译, 拨打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
 번역을 원하시면, (202) 879-4828 로 전화하십시오 የአጥርፍ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Vea al dorso la traducción al español



Superior Court of the District of Columbia
 CIVIL DIVISION
 500 Indiana Avenue, N.W., Suite 5000
 Washington, D.C. 20001 Telephone: (202) 879-1133

Saint Sophia Greek Orthodox Cathedral of Washington, D.C.
 Plaintiff

vs.

Case Number 2016 CA 007772 B

Lolita Zinke
 Defendant

SUMMONS

To the above named Defendant:

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Peter D. Antonoplos, Esq.
 Name of Plaintiff's Attorney

1725 DeSales Street, N.W., Suite 600
 Address
Washington, DC. 20038

(202) 803-5678
 Telephone

Clerk of the Court

By 
 Deputy Clerk

 Date 10/24/2016

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See reverse side for Spanish translation
 Veá al dorso la traducción al español

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division**

SAINT SOPHIA GREEK ORTHODOX CATHEDRAL OF WASHINGTON, D.C.) by and through its BOARD OF TRUSTEES) 2815 36th Street, NW) Washington, DC 20007) <i>Plaintiff,</i>) v.) RYAN ZINKE) 1292 Las Manos Lane) Santa Barbara, CA 93109) and) LOLITA ZINKE) 1292 Las Manos Lane) Santa Barbara, CA 93109) <i>Defendants.</i>)		Case No.: 2016 CA 007772 B Judge:
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COMPLAINT

COMES NOW Saint Sophia Greek Orthodox Cathedral of Washington, D.C. (hereinafter "Plaintiff"), by and through undersigned counsel, and brings this Complaint for breach of contract against Defendant Ryan Zinke and Defendant Lolita Zinke (hereinafter "Defendants"). In support thereof, Plaintiff states as follows:

NATURE OF THE ACTION

1. Plaintiff Saint Sophia Greek Orthodox Cathedral of Washington, D.C. brings this action against its former tenants, Defendants Ryan Zinke and Lolita Zinke, for breach of the Residential Lease Agreement dated November 25, 2014 (the "Lease") between the

Parties for the residential real property located at 3510 Garfield Street, NW, Washington, D.C. (the "Property").

JURISDICTION

2. Subject matter jurisdiction of the Court is invoked pursuant to D.C. Code § 11-921, and by virtue of the fact that all acts and omissions complained of occurred in the District of Columbia.

3. This Court has personal jurisdiction over each Defendant pursuant to D.C. Code § 13-423(a), as the Defendants contracted to rent real property located in the District of Columbia.

4. Venue lies in the Superior Court of the District of Columbia as the cause of action arose in the District of Columbia.

PARTIES

5. Plaintiff is a not-for-profit religious corporation, organized and existing under the laws of the District of Columbia, whose address is 2815 36th Street, NW, Washington, DC 20007. Plaintiff is the owner and landlord of the subject residential rental property located at 3510 Garfield Street NW, Washington, DC (the "Property").

6. Defendant Ryan Zinke is a natural person and a United States Congressman from the state of Montana. He is a former tenant of the Plaintiff at the Property.

7. Defendant Lolita Zinke is a natural person and the wife of Defendant Ryan Zinke. She is a former tenant of the Plaintiff at the Property.

STATEMENT OF FACTS

8. Each of the preceding paragraphs is incorporated by reference herein.

9. Prior to signing the Lease, one or more of the Defendants conducted a visual inspection of the Property with a representative of the Plaintiff.

10. In December 2014, the Parties entered into and duly ratified the Lease for the premises located at 3510 Garfield St., NW, Washington, DC 20007 (the "Property"). A copy of the Lease is attached hereto and incorporated herein as Exhibit A.

11. Under the Lease, the Parties agreed to a tenancy term of one (1) year, from February 1, 2015 through January 31, 2016. *See* Exh. A, at p.1.

12. Under the Lease, Defendants agreed to pay Plaintiff annual rent in the amount of \$69,600 in consideration for their occupancy of the Property for the one (1) year term.

13. Under Section 1 of the Lease, Plaintiff agreed to accept Defendants' rent in monthly installments in the amount of \$5,800, subject to a five percent (5%) penalty if not paid within five (5) days of its due date. *See* Exh. A at p. 1.

14. On January 16, 2015, Defendants took early possession of the Property as per the terms of the Lease, and paid the monthly installments of rent from January through March 2015.

15. On or about April 3, 2015, Defendants attempted to repudiate the Lease and voluntarily surrender possession of the Property effective May 1, 2015.

16. On or about April 23, 2015, Plaintiff rejected Defendant's surrender of the Property and repudiation of the Lease, and made written demand to Defendants to pay the April installment of rent and perform their obligations under the Lease.

17. On or about April 30, 2015, Defendants wrongfully abandoned the Property.

18. Defendants have failed to pay any rent since March 2015.

19. On or about June 10, 2016, Plaintiff made second written demand to the Defendants as to their default under the Lease, and Defendants have refused to cure the default.

20. Defendants owe Plaintiff in excess of \$66,000 in unpaid rent, including late fees, under the Lease.

COUNT I: BREACH OF CONTRACT

21. Each of the preceding paragraphs is incorporated by reference herein.

22. On or about December 7, 2014, the parties duly ratified the Lease, which is a valid and enforceable contract.

23. Plaintiff performed all conditions, covenants, and promises required to be performed in accordance with the terms and conditions of the Lease.

24. Under the material terms of the Lease, Defendants were, among other things, obligated to pay Plaintiff annual rent in consideration for occupancy of the Property for a term of one (1) year.

25. Defendants materially breached the Lease when they wrongfully abandoned the Property prior to the Lease's termination without Plaintiff's consent, refused to pay rent as due, and otherwise repudiated their obligations under the Lease.

26. As a direct and proximate cause of the Defendants' material breach, Plaintiff has suffered general and consequential damages in an amount to be proven at trial, including, but not limited to, lost rent and expenses incurred in trying to re-let the Property.

27. Plaintiffs made good faith attempts to mitigate their damages, but were unable to find a new tenant for the Premises until after the expiration of the Lease.

28. Defendants owe Plaintiff the unpaid rent plus late fees, in addition to reasonable attorney's fees and costs in bringing this action pursuant to Section 21 of the Lease. *See* Exh. A., at p. 7.

29. **WHEREFORE**, Plaintiff respectfully requests the Court (1) award Plaintiff all damages allowable by law, including the value of all amounts owed under the Lease, and other losses; (2) award Plaintiff reasonable attorney's fees and costs as permitted by law; and (3) order for any and all other relief as justice so requires.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Superior Court Rules of Civil Procedure, Plaintiff hereby demands a jury on all issues so triable.

Date: October 20, 2016

Respectfully Submitted,

**ANTONOPLOS & ASSOCIATES,
ATTORNEYS AT LAW**

/s/ Peter D. Antonoplos
Peter D. Antonoplos, Esq. (#485119)
1725 DeSales Street, NW, Suite 600
Washington, D.C. 20036
Tel: (202) 803-5676 ext. 101
Email: peter@antonlegal.com

/s/ Valerie J. Edwards
Valerie Edwards, Esq. (#1013420)
1725 DeSales Street, NW, Suite 600
Washington, D.C. 20036
Tel: (202) 803-5676 ext. 103
Email: valerie@antonlegal.com

EXHIBIT A



**Residential Lease
Washington, DC**

THIS LEASE, is made 11/25/14 by and between Chatel Real Estate, as Agent for Landlord Saint Sophia Greek Orthodox Cathedral (hereinafter referred to as "Landlord" or "Landlord/Agent") and Ryan and Lalita Zinke (hereinafter referred to as "Tenant")

(the "Lease"), WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as 3510 Garfield Street NW Washington, DC 20007 (the Premises") for the term of one (1) year beginning on the first day of February 2015 and ending on the last day of January 2016 (the "Term").
Mail Box Number Reserved Parking Space Number(s)/Location N/A

GENERAL PROVISIONS:

1. RENT:

Tenant covenants and agrees to pay rent in equal monthly installments of \$ 5800⁰⁰ in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is \$ 69,600⁰⁰. Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to Saint Sophia Greek Orthodox Cathedral at 2815 36th Street NW Washington, DC 20007 (or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

2. TENANT LIABILITY:

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with the applicable law.

3. PRO RATA:

It is additionally understood and agreed that Tenant is to commence occupancy of the premises on January 16, 2015. On at lease signing the sum of \$ 2993.55 shall be due as "pro rata" rent for the period 1/16/15 through 1/31/15.

4. ADDITIONAL CHARGES:

Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the five (5) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by the District of Columbia law) of \$35⁰⁰ will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

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GCAAR Form # 1221 - DC Residential Lease

Page 1 of 11

9/2013

CHATEL REAL ESTATE INC 3210 N ST NW WASHINGTON, DC 20007
Phone: 202-338-0500 x3019 Fax: 202-342-8280 John Taylor

3040 R Street,

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

5. **SECURITY DEPOSIT:**

Landlord hereby acknowledges receipt of the sum of \$ 5800 (an amount not to exceed the first full month's rent) which is to be retained as a security deposit for the performance by Tenant of all covenants, conditions and terms of this Lease, to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Landlord shall not be obligated to apply the same on rent or other charges and arrears or on damages for Tenant's failure to perform said covenants, conditions and terms, although Landlord may so apply the security at Landlord's option. Tenant's loss or Tenant's right to possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord or Agent holds the security deposit. In the event Landlord repossesses said premises because of the Tenant's default or because of Tenant's failure to carry out the covenants, conditions and terms of this Lease, Landlord may apply such security on account of all damages suffered by reason of Tenant's default or breach.

Pursuant to the D.C. Housing Code, after a tenancy is terminated, Landlord has forty-five (45) days to return the deposit, or notify the Tenant in writing of his or her intention to withhold and apply the monies toward expenses incurred under the terms and conditions of this lease. If Landlord elects to apply the security deposit to monies owed by the Tenant to the Landlord, either for rent, additional rent, or damages, then Landlord shall notify Tenant that he/she intends to withhold the deposit and Landlord has thirty (30) days, from the date the Tenant was first notified, to refund the balance of the deposit that was not used to pay costs of expenses incurred, and at the same time must provide Tenant with an itemized statement, including costs, of the repairs for which the money was spent.

All utility services in the premises shall be ordered disconnected and all final bills paid by Tenant, with proof of receipts, before any part of the security deposit will be returned. Interest shall be paid or credited Tenant in accordance with the provisions of said Housing Regulations. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The Landlord, or Landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

6. **POSSESSION:**

In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Tenant.

7. **USES/AUTHORIZED OCCUPANTS:**

The premises will be used solely for residential purposes and be occupied by no more than Five persons, including children. The following persons and no others, except after born children, children adopted by tenant, or children of whom tenant is appointed guardian are authorized by Landlord to reside within the demised premises: Ryan + Lolita Zinke, Conrad Zinke, Frederick Zinke, + Consuelo Hand

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and local laws and ordinances. Tenant shall not permit any person on the premises with the tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, family or guests shall

constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS:

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the N/A (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

The provisions herein, notwithstanding, if the legal documents and rules and regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

FOR CONDOMINIUMS/COOPERATIVES ONLY: In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Condominium/Cooperative/Home Owners association shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Condominium/Cooperative association's governing documents may allow.

9. PETS/SERVICE ANIMALS:

A. Pets: (This paragraph does not apply to service animals covered by American with Disabilities Act (ADA).)

Tenant shall not keep or allow pet(s) on premises except as follows or with the subsequent written consent of Landlord/Agent. The following pet(s) may be kept on the premises:

Yes No # ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____

Should the above consent be given, Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, Landlord has the right to pre-approve the carpet cleaning company. Paid receipts for such cleaning and treatment must be provided to Landlord/Agent. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, subflooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations. Tenant shall not keep any pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

If Tenant permits or harbors a pet on the premises without: 1) permission of Landlord/Agent and 2) payment of an additional required deposit, Tenant shall be in violation of the lease. If Tenant violates the "no pets" provision of the lease, Tenant agrees to pay, additional rent \$ _____ per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord/Agent were caused by the unauthorized animal on the premises. Agent also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy. *The combined total of any and all deposits may not exceed the equivalent of the first month's rent.*

B. Service Animals: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service pet, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said including, but not limited to, odor and property damage. NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.

10. MAINTENANCE:

A. By Tenant: Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents.

Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

All garbage and trash must be placed by Tenant in suitable covered containers and disposed of in a clean and sanitary manner by depositing it appropriately for regular pick-up and removal or placing it in trash chutes or in a trash room in accordance with the rules and regulations applicable to the Premises. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent.* The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to take legal action to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, family, guests, employees, invitees or pets.

If Tenant and Landlord make arrangements for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled. Further, should tenant require that such vendor appointments be made during vendor's overtime hours, and the work required does not qualify as an emergency, Tenant shall be responsible for the additional charges incurred to accommodate said overtime request.

If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be re-keyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

<p>FOR DETACHED/TOWNHOUSE/ROWHOUSE PROPERTIES ONLY</p> <p><input checked="" type="checkbox"/> Keeping up, preserving in good condition, and keeping trimmed any lawn, trees, vines, shrubbery and gardens;</p> <p><input checked="" type="checkbox"/> removing leaves, sticks and other debris that accumulate on the property;</p> <p><input checked="" type="checkbox"/> promptly removing ice and snow as necessary;</p> <p><input type="checkbox"/> keeping gutters, downspouts and exterior drains cleaned and cleared of leaves and other debris.</p>
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B. By Landlord:
Landlord/Agent is responsible for replacement of or repairs to structural elements of the building (or unit to which this lease applies), major appliances (including washers/dryers and air conditioning, if furnished) and electrical, plumbing, and heating systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if after reasonable effort, notification to the Landlord/Agent is impractical or impossible; the Tenant may order reasonable and necessary repairs to alleviate the emergency condition at Landlord's expense, through a licensed and insured contractor. Tenant must immediately notify the Landlord in writing of such repairs.

11. UTILITIES:

Tenant must pay all applicable, individually metered gas, electricity or water utility charges. In instances where water is individually metered, Tenant shall be required to furnish a receipted water bill within 30 days after the termination of the lease, extension or renewals thereof or Landlord/Agent will deduct the amount of the final bill from Tenant's security deposit. Landlord shall provide one working phone jack and is not required to install nor maintain cable, additional phone jacks, cable wiring or multiple phone line access. Tenant may be required to remove satellite dishes and/or visible cables and to restore the premises to its original condition.

Tenant acknowledges responsibility for Water Gas Electric Other _____

12. HEATING OIL:

Fuel Oil tank will be filled or measured prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel in tank full or have it measured upon termination of occupancy. If measuring method is elected Landlord/Agent and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease. Tenant agrees to purchase heating oil from _____

Company at _____ Phone _____

as Landlord/Agent requires the service contract remain in effect with this company.

13. SMOKE DETECTORS:

A. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

B. Landlord/Agent assumes no responsibility or liability for any non-reported malfunctions to or misuse of Smoke Detectors by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

C. This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant may want to obtain a dual powered smoke detector or a battery powered smoke detector.

14. ALTERATIONS:

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association permission. If the premises are subject to a community association, Tenant may not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

15. VEHICLE PARKING:

No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the property. Any vehicle as described herein that is parked on the property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property.

There also shall be no parking or storage of commercial vehicles on the property at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable Common Ownership Community.

16. SUBLET/ASSIGNMENT:

Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ T.B.O. service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

17. INSURANCE:

Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that tenant fails to purchase or maintain a renter's policy the Landlord may at tenant's expense purchase said policy to be in effect throughout the lease. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.

18. HOLD HARMLESS:

Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

19. LANDLORD/AGENT ACCESS TO PROPERTY:

- A. **Routine Entry:** Landlord/Agent may enter the premises after giving due notice to the Tenant for (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; or (iv) exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.
- B. **Emergency Entry:** Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.
- C. **Entry to Perform Requested Repairs:** Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.
- D. **Entry for Governmental Agency Inspection:** Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord is required to allow access to the government agency responsible for an inspection.
- E. **Entry for Good Cause:** Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord has good cause to believe that the Tenant may have breached the lease or may be in violation of local or Federal law.
- F. **Entry for Showing Property:** Tenant will permit Landlord or Agent to post a "For Rent" sign, along with a Key-Box to the main entrance for prospective tenants and agents' access, and to show said premises at reasonable hours to prospective tenants during the last 60 days of the term herein. If the premise is put on the market for sale during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a Key-Box, and permission to show. If Tenant refuses to allow access to Landlord or Agent as provided above, such refusal shall be a breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting costs.

20. DEFAULT:

A. In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the premises in violation of any rule, regulation, or ordinances of the Landlord/Agent, any Common Ownership community, any governmental rental authority, or any federal or local law, then, the Landlord/Agent has the right to give the Tenant personally or by sending via first class mail a thirty (30) day written notice to cure or quit the premises that includes the basis for said notification.

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B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District of Columbia Landlord/Tenant Court for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property. **TENANT HEREBY EXPRESSLY WAIVES ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR NONPAYMENT OF RENT.**

C. Tenant action to prevent entry after dually authorized notice shall constitute a default.

21. BANKRUPTCY OF TENANT:

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Landlord who reserves the right to repossess the premises. This provision of this paragraph shall survive the termination of this lease.

22. COURT AWARDED LEGAL FEES:

In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.

23. RETALIATORY EVICTION:

A. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

B. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in the District of Columbia law to obtain possession of the dwelling unit.

24. WAIVER CLAUSE:

Any waiver of a default hereunder is not to be deemed a waiver of this Agreement or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

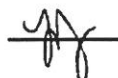
25. TERMINATION/HOLD-OVER AND NOTICE TO VACATE:

A. Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the Landlord/Agent written notice of termination prior to the expiration of the Term such notice must encompass full rental period(s).

B. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect. Tenant shall not give less than 60 days written notice to vacate, to coincide with the end date of the Lease Agreement, or any extension thereof. Said notice must be received by Agent, if Agent is managing the property, or by Landlord, if Landlord is managing property, by the first day of the month of which the Tenant is to vacate 60 days later.

C. Landlord may give Tenant ninety (90) days notice for Personal Use and Occupancy pursuant to section 501 (D) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. OFFICIAL CODE, § 42-3505.01(d) (Supp. 2008). This notice must be given ninety (90) days prior to the termination of said lease. Landlord shall not receive rent for said Rental Unit which the Housing Provider has repossessed under this subsection during the twelve (12) month period beginning on the date he will recover possession of said Rental Unit.

D. Failure to vacate the premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of _____ % of the last rent charged if Tenant holds over after proper notice.

 (Tenant's Initials)

 (Tenant's Initials)

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26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES:

A. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear accepted. Tenant will leave the premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

B. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall provide written notification to Tenant ten (10) days in advance of the time and date when the premises are to be inspected. The inspection date shall occur within three (3) business days before or after the date of intended moving as designated in Tenant's notice.

27. ABANDONED PERSONAL PROPERTY:

Any personal property, which is left on the premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

28. DESTRUCTION:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

29. SUBORDINATION:

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

30. ESTOPPEL CERTIFICATE:

Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

31. AGENCY:

The Owner recognizes (Brokerage) Chattel Real Estate as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

32. MANAGEMENT:

These premises will be managed by owner (Owner) (Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by all provisions of Security Deposit Law in the District of Columbia. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable laws.

33. AUTHORIZATION TO INSTALL KEY-BOX:

The undersigned Tenant agrees that the Landlord/Agent, during the last 60 days of this Lease Agreement or any extension thereof, may install a Key-Box on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless

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said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key-Box unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

34. MILITARY/DIPLOMATIC CLAUSE:

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. The Landlord/Agent will refund the security deposit within 45 days of the date of termination.

If Landlord or spouse is or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PSC/Transfer orders, or is released or retired from active duty and is returning to the dwelling unit during the Lease term, he/she may terminate the Lease by giving the Tenant ninety (90) days written notice pursuant to the District of Columbia Municipal Regulations Title 14.

Applicant is Military/Diplomat

Landlord is Military/Diplomat

35. NOTICES:

All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address, to the Agent or Landlord at the addresses designated herein, or to such addresses as the parties may designate in writing from time to time.

36. RECEIPTS:

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent including remaining unpaid balance if the Tenant pays with cash or a money order.

37. MISCELLANEOUS:

A. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

B. If this Lease contains a Lease Option Agreement the lease must state on its face: THIS IS NOT A CONTRACT TO BUY.

C. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.

D. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

E. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

F. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

G. Plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

H. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

I. If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be rekeyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

38. EMERGENCY NUMBER:

In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: 202-333-4720

39. LEAD PAINT:

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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

40. LANDLORD REQUIREMENTS UNDER HOUSING REGULATIONS OF DC:

Tenant acknowledges receipt from Landlord/Agent of a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Section 101; and Section 106. Any clause or covenant contained in this agreement not in accordance with the amended DC Housing Regulations shall be considered null and void. Rent may not be increased more than once per twelve (12) month period for properties not exempt from rent control.

A. This property is exempt from rent control:

Exemption number: _____
BBL number: _____

B. This property is under rent control:

Exemption number: _____
BBL number: _____

_____ (Tenant's Initials)

_____ (Tenant's Initials)

41. ADDITIONAL PROVISIONS: Further Provisions and Additions:


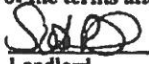
A. Tenant acknowledges the Premise's Garage does not convey with the rental of the Premises. It is solely used by the Landlord for storage purposes.

Landlord grants permission to the Tenant, the use of the parking lot behind the property for the purposes of parking for their personal use and for their guests.

B. Landlord grants permission to the Tenant to install a security system at their expense.

42. ADDENDUM ATTACHED: Yes No

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

Tenant	Date	Landlord	Date
	12/1/14	 Madelyn Saint-Elie Powell-Carter	12/7/14
Tenant	Date	Landlord	Date
Ryan Zinke	12/1/14	Chotel Real Estate REALTOR® Firm John Channing Wickham John T. Taylor, Jr.	11/25/14
Tenant	Date	Agent	Date

Security Deposit Received: \$ 5800⁰⁰ From Ryan Zinke On 12/3/14
 First Month's Rent Received: \$ 5800⁰⁰ From Ryan Zinke On 12/3/14
 Pro-Rata Rent Received: \$ 2993⁵⁵ From Ryan Zinke On 12/3/14

Guarantors: If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor	<u>N/A.</u>	Name of Guarantor	
Address of Guarantor		Address of Guarantor	
Signature of Guarantor	Date	Signature of Guarantor	Date
Name of Guarantor		Name of Guarantor	
Address of Guarantor		Address of Guarantor	
Signature of Guarantor	Date	Signature of Guarantor	Date
Name of Guarantor		Name of Guarantor	
Address of Guarantor		Address of Guarantor	
Signature of Guarantor	Date	Signature of Guarantor	Date



**Lead Paint – Federal Disclosure
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

RE: 3510 Garfield Street, N.W.
Property Address

Washington, DC 20007

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (Initial)

- MM (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- MM (b) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Records and reports available to the seller/landlord (check one below):
 Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (Initial)

- _____ (c) Purchaser/Tenant has read the Lead Warning Statement above
 _____ (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
 _____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
 _____ (f) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (Initial)

- J (g) Agent has informed the seller/landlord of the seller's/landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

SMB President
 Seller/Landlord Smart Supply Green 12/7/14
Orinodox C. Inval

[Signature]
 Buyer/Tenant [Signature] 12/1/14
 Date

[Signature]
 Seller/Landlord [Signature] 11/26/14
 Agent Date

[Signature]
 Buyer/Tenant [Signature] 11/26/14
 Agent Date

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 Previous editions of this Form should be destroyed.

LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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 and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

3510 Garfield Street, N.W. Washington, DC 20007

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 *et seq.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*
3510 Garfield Street NW NDC and affirm that the following answers to the questions state what I reasonably know about my property. *2008 F*

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 2 statements that accurately describes what you know about the presence of lead-based paint on your property:

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint at this property):

To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-

contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):

To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.


C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

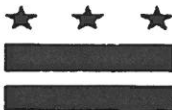
There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit.

I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).


Saint Sophia Greek Orthodox Cathedral 12/14
NAME OF OWNER/OWNER'S AUTHORIZED AGENT DATE
President Saint Sophia Greek Orthodox Cathedral
Kensington

PENALTY: Falsification of information required by this notice may result in criminal penalties. D.C. Official Code § 8-231.16(b).



GOVERNMENT OF THE
DISTRICT OF COLUMBIA



ACKNOWLEDGEMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

3070 Barfield Street NW Washington DC 20007

Lessee's Acknowledgement

I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): 11/26/14

I confirm that I have received the pamphlet, *Protect Your Family From Lead In Your Home*, and that I received it on (insert date): 11/26/14

[Signature]
Lessee's Signature

12/1/14
Date

[Signature]
Lessee's Signature

12/1/14
Date

Prospective Purchaser's Acknowledgement

I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): 12/1/14

I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____

[Signature]
Prospective Purchaser's Signature

12/1/14
Date

Agent's Acknowledgement

I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

[Signature]
Agent's Signature

12/3/14
Date



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

SAINT SOPHIA GREEK ORTHODOX CATHEDRAL

Vs.

C.A. No. 2016 CA 007772 B

RYAN ZINKE et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“SCR Civ”) 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each Judge’s Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court’s website <http://www.dccourts.gov/>.

Chief Judge Robert E. Morin

Case Assigned to: Judge BRIAN F HOLEMAN

Date: October 24, 2016

Initial Conference: 9:30 am, Friday, January 27, 2017

Location: Courtroom 214

500 Indiana Avenue N.W.