

## 4333 OLD BRANCH COMMERCIAL PROPERTY AND LEASE AGREEMENT

THIS IS A LEASE AGREEMENT which is made and entered into this \_\_\_23rd\_\_\_ day of \_\_\_July\_\_\_, 2021\_\_\_, by and between \_\_\_\_, Austin Family Holdings Llc Trust their Representative Management\_\_\_\_\_ hereinafter referred to as "Landlord", and \_\_\_\_\_ hereinafter referred to as Lessee or Tenants.

1. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 4333 Old Branch Avenue, Temple Hills MD 20748 and all Property Renovations as it is, \_and\_ for the period commencing on the \_\_\_1st\_\_\_ day of \_\_\_August\_\_\_, 20 21\_\_\_, and thereafter until the \_31\_\_\_ day of \_\_\_, July\_\_\_\_\_, 2024\_\_\_, total of three (3) years, at which time this Lease Agreement shall end and can be renewed as negotiated. *The Tenant is required to give the Landlord in writing a notice 3month (90 days) in advance of his/her intension to moving out or intend to renew the contract...*
2. Tenant paid a deposit of \_\_\_\_\_ July 24<sup>th</sup>, 2021. Tenant shall pay as rent the sum of Two Thousand Five hundred \$2,500\_\_\_\_\_ monthly from August, 2021 to \_\_\_\_\_, July 31<sup>st</sup>, 2024 followed by and annual increase of 2%. Tenant shall a common area maintenance (CAM) monthly fee of an aggregate amount of utilities, property maintenance and state and local taxes to the proportional size within the building hereby specified at an average rate of \$800 per month based on current rates for the unit and may adjust monthly by \$50 increments when utilities are increased in usage as in summer or heavy snow winter months, or high expense repair items but such rate will be capped at \$1200 a month. CAM rates will also be subject to the 2% annual increase to keep rate with increasing rates of utilities and repair services. If no adjustment to the currency rate, rent shall be paid as stipulated here. All rent payments are due 1<sup>st</sup> day of each month). A late fee of 5% will be accessed after the 15<sup>th</sup> of every month. Tenant is also granted the use of the Front Reception Conference room for a flat fee of \$250 for the term of this contract and subject annual increase of 2%, at 1 – 3 hours a day, which will be scheduled monthly by the Landlord Management office. \$25 fee will be charged for additional hour exceeding 3 hours a day. Tenant must provide requested hours of conference Room usage at least 30 - 45 days in advance notice for the post ceding entire month schedule usage to the Landlord's management office. Payment for Conference usage is due at the time of reservation 30 – 45 days before usage., any additional fees for excess hours will be due at the end of the month usage.
3. Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, and to pay a special cleaning charge of \$450 at termination of this contract if unit is not cleaned by tenant and assessed as untidy by Landlord.

4. Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to charge specified utility bills included in service charge fees or common area maintenance (CAM) while occupying the unit and upon determination of those fees and the portion of the tenant or lessee may be consuming every month.
5. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
6. Landlord has the right of emergency access to the leased premises at any time and access during all hours to inspect the property or to show property to a prospective tenant or buyer. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant will be binding on the new Landlord, however Tenant has thirty days to re-negotiate or sign new lease with new owner at new owner's option or continue the terms of present contract to the designated duration of the current contract.
7. Tenant agrees to pay a Security Deposit of One Month rental \$2,500 to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT WILL NOT BE USED TO PAY RENT! Any damages not previously reported as required in this Agreement, will be repaired at Tenant's expense, or with Security deposit amount. Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.
  - A. The full term of the Agreement has been completed.
  - B. No damage to the premises, buildings, grounds is evident.
  - C. The entire dwelling, Medical Equipments, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, the range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and left clean and odorless.
  - D. All unpaid charges have been paid including late charges, service charges, delinquent rents, etc. ALL MONTHLY UTILITY BILLS ACCOUNTED TO TENANT MUST BE PAID IN FULL AND PROOF OF FINAL BILL SENT TO LANDLORD.
  - E. All keys are fully functional and have been returned.
  - F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will transfer the balance of the deposit to the Lessee Diamond Bank Account address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.
  - G. It is the tenant's responsibility to call, make arrangements, to account any claims on deposit and inspect damages and request any balance due from deposit.

8. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, and or if rent is unpaid for 3 months or more without an approved notice of explanation to the Landlord, this contract term grants the right hereunder to the Landlord to take immediate possession of the rented unit thereof and to exclude Tenant there from unit; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.

**9. Payment of Rents, CAM fees shall be made to Bank of America Account of AF Holdings Llc Account # 435014495959 or mail checks to AFH Llc P.O. Box 7009, Fairfax Station, Virginia 22039.**

10. Tenant agrees to accept said dwelling therein as being in good and satisfactory condition unless an objection is delivered to Landlord when tenant takes possession of rented unit.

11. Tenant's obligations are as follows:

- A. Take affirmative action to ensure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
- D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conduct the day to day running of the business, with Guest, clients, friends, occupants, visitors in a manner which will not disturb others.
- F. Allow the Landlord or his agent/s access to the unit designated premises for the purpose of inspection, repairs, Quality Assessment and maintenance or to show the Franchise or Property to someone else at reasonable hours, and to specifically authorize unannounced access anytime as become necessary for business chain purposes or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

1. No additional locks will be installed on any door/s without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.

12. Tenant is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking. Tenant will also be responsible for any and all stain

removal, cleaning, maintenance, painting, repairs on facility from Guest, Clients, retail customer usage, any and all deterioration from operational use and extended into areas within the hotel entire facility whereby course of Bar, Kitchen, operational function may have cause to be stained, damaged, deteriorate from frequently use of all such daily functional activities of Lessee/Franchisee business activities.

13. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.

19. Tenant covenants to accept all dated addendum from the Landlord as deem in accordance with the terms of this contract or needed, that shall be necessary to from time to time.

20. All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits, and one full month's rent shall be forfeited in favor of Landlord as liquidated damages plus Tenant/Lessee/Franchisee will be charged the cost of restoring the property to rental condition plus advertising and rent loss incurred until the new resident moves in. Your liability for rent loss is limited to the period remaining in the contract at the time of the undue termination.

ACCEPTED THIS 24th DAY OF July 20 21,

at 2008 Bermondsey Dr, Bowie MD 20721.

(Address, City and State)

Sylvia Ejeh

Tenant //Lessee

*Sylvia Ejeh*

-----  
AF Holdings Properties Llc  
Landlord/Franchisor/ Property managers  
4333 Old Branch, AFH Llc  
Property Owners.

