

WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION
LEASE ADDENDUM

This Lease Addendum ("Addendum") dated _____, 20____, to the lease ("Lease") between _____ ("Owner") and _____ ("Tenant") for Unit No. ____ in Watergate at Landmark Condominium with an address of _____, Alexandria, VA. ("Unit").

In consideration of the covenants contained in the Lease and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the following provisions are incorporated into the Lease:

1. **Third Party Beneficiary.** Tenant and Owner agree that Watergate at Landmark Condominium Unit Owners Association ("Association") is a third-party beneficiary of the promises made in this Addendum and that the Association may enforce any of the provisions of this Addendum against the Owner and Tenant.

2. **Governing Documents.** Owner has provided Tenant with copies of the condominium instruments (Declaration and exhibits, including the Bylaws, and amendments) and the Rules and Regulations of the Association ("Governing Documents"). Tenant acknowledges receiving and reviewing the Governing Documents and that the Tenant is bound thereby. Failure to receive or review the Governing Documents will not constitute a defense to any breaches thereof.

3. **Non-Compliance.** Tenant's right to use and occupy the Unit and the Common Elements of Watergate at Landmark Condominium is subject to and subordinate in all respects to the provisions of the Virginia Condominium Act ("Act") and the Governing Documents, and to any lien filed by the Association. Tenant's failure to comply with the provisions of the Act, the Governing Documents or this Addendum is a default of the Lease, giving the Owner the right to take appropriate action to terminate the Lease, evict the Tenant and take possession of the Unit. If the Owner does not terminate the Lease after such material breach by the Tenant, the Association Board of Directors ("Board") can terminate the Lease and bring proceedings to evict the Tenant provided at least 45 days' prior written notice is given to Owner. Section 10.1(b) of the Association Bylaws provides that any costs incurred resulting from failure to comply with the Act or the Governing Documents by any unit owner (or member of unit owner's household or unit owner's guests, invitees, tenants, agents or employees) may be assessed against such owner's unit.

4. **Transfer of Rights to Use.** Owner, to Owner's own exclusion, hereby transfers to Tenant all rights to use any portion of the Common Elements except with respect to Owner's right to use such Common Elements necessary to attend Association and Board meetings and to access the Unit for purposes of inspection, maintenance, repair or such other uses incidental to the leasing of the Unit or as otherwise approved by the Board.

5. **In-Unit Service (Handyman) Program.** **ONE OF THE FOLLOWING BOXES MUST BE SELECTED.** Owner hereby represents and Tenant acknowledges that the tenant is or is not authorized to request work under the Association In-Unit Services Program. If the Tenant is authorized, all services requested by Tenant will be billed to Owner. Tenant acknowledges that in certain circumstances, Owner or other approval of the In-Unit Service requested by Tenant may be required. Property Manager is or is not authorized to request work under the Association's Handyman Program.

6. **Indemnification.** Tenant shall defend, indemnify and hold harmless the Association, Board members, Association officers and the Association managing agent ("Indemnified Parties") from and against any damages, direct or indirect, incurred by the Indemnified Parties as a result of noncompliance by the Tenant, the Tenant's family, licensees, agents and invitees with the Governing Documents, the Act or this Addendum or associated with the Association conducting work in the Unit requested by Tenant pursuant to the In-Unit Services Program (except in cases of Association negligence or willful misconduct).

Invalidity of any part of this Addendum shall not affect the validity or enforceability of other provisions of this Addendum. This Addendum is not intended to restrict the Owner or the Tenant from revising the Lease so long as such revisions do not conflict with this Addendum. In the event of a conflict between the Lease and Addendum, the Addendum controls.

COMPLETE BLANKS ABOVE AND CHECK AT LEAST ONE OF THE BOXES IN ITEM #5. SIGN, DATE AND COMPLETE THE INFORMATION BELOW.

Owner(s):

Tenant(s):

Signature Date

Print Name: _____

Signature Date

Print Name: _____

Phone: (H) _____ (C) _____
Email: _____

Signature Date

Print Name: _____

Signature Date

Print Name: _____

Phone: (H) _____ (C) _____
Email: _____