

**THE PORTER, INC.
STANDARD FORM OF SUBLEASE**

Rights of Cooperative

This Sublease is provided by The Porter, Inc., (hereafter "Cooperative") for the use of its Shareholders for subleasing of their units in accordance with Article VI of the Cooperative Bylaws. In executing this Sublease, both Shareholder and Subtenant understand and agree as follows:

A. Shareholder conveys under this Sublease only such rights of use and possession as (s)he has under the Articles of Incorporation, Bylaws, and House Rules (hereafter "Governing Documents") of the Cooperative, as they may be amended, and the provisions of the Governing Documents are incorporated herein by reference. Subtenant shall occupy the premises in compliance with all provisions of the Governing Documents and will be subject to all remedies and fines provided for their breach.

B. This Sublease notwithstanding, the Shareholder remains fully responsible under the Occupancy Agreement; that is, for the payment of all charges due thereunder and for the conduct of persons residing in the unit, including any sublessee. In the event of any breach of the Governing Documents, the Cooperative may exercise any of its rights thereunder directly against the Shareholder, against the Subtenant, or both, as it deems necessary. Any charges, fines or penalties assessed against the unit as a result of the Subtenant's conduct (including, without restriction, counsel fees and court costs incurred by the Cooperative in enforcing its rights under the Governing Documents or this Sublease) shall be the joint responsibility of them both. The Shareholder shall indemnify and hold harmless the Cooperative against any damages, costs or fees it may incur in defense or settlement of claims arising out of the sublease or the subtenant's occupancy, except where caused by the Cooperative's own neglect of its legal duties.

C. In the event the Subtenant acts with flagrant disregard for the comfort, convenience, health or safety of Shareholders or their guests, which shall include (but not be restricted to) any course of conduct materially violating this Sublease or the Governing Documents continued after thirty days written notice from the Cooperative to discontinue such conduct or vacate, the Cooperative may revoke its consent to this Sublease and Subtenant shall immediately quit and vacate the premises. Any such notice from the Cooperative will be deemed equivalent to a notice directly from the Shareholder. Nothing herein shall prevent the Cooperative from requiring a shorter cure period where appropriate to the severity of the violation and the possibility of immediate cure. If the Subtenant shall fail to cure or quit and vacate the premises, pursuant to such notice, or holds over beyond the term of this Sublease, the Cooperative may in its sole discretion treat that as an act of default by the Shareholder under the Occupancy Agreement or it may proceed directly as the lessor hereunder to exercise all rights and take all legal actions available to lessors in the District of Columbia, including the right to bring summary eviction proceedings and/or sue for specific performance.

D. The Cooperative shall have no liability to Subtenant, and Subtenant expressly releases the Cooperative from any claim or liability, for its ownership or operation of the premises, or for any act of its agents and employees, except insofar as the Cooperative would have been liable to a Shareholder under similar circumstances.

E. This Sublease shall not take effect unless and until executed by the parties hereto and approved in writing by the Board of Directors of the Cooperative.

Subtenant's Initials _____

Shareholder's Initials _____

F. In the event of default by the Shareholder in the payment of any sums, charges or assessments required to be paid to the Cooperative, the Cooperative, at its option, shall be subrogated to all the rights of Shareholder under this Sublease agreement, including the right to collect rent on the terms and conditions provided herein. A written notice of the exercise of said option by the Cooperative, delivered to Shareholder and Subtenant either in person or by certified or registered mail, shall be sufficient to vest in the Cooperative all the rights of Shareholder under this Sublease agreement.

G. The Subtenant acknowledges that this Sublease may in certain instances provide rights more restrictive than those otherwise available to tenants of rental accommodations in the District of Columbia. These restrictions follow from the fact that the Shareholder may not convey any greater rights than (s)he has, and the Cooperative is not a rental accommodation. The Cooperative will not consent to this Sublease except on the terms and conditions contained herein, and the Subtenant expressly agrees to the terms hereof as an inducement to the Cooperative to consent. The Subtenant expressly waives any other rights or notices (s)he may have or be entitled to under District of Columbia law, to the extent permissible at law.

Rights and Obligations of Shareholder and Subtenant

1. Parties. The parties to this agreement are _____ (the "Shareholder") and _____ (singly or jointly the "Subtenant").
2. Property. Shareholder leases the following property to Subtenant according to the terms of this agreement: (a.) the dwelling whose address is Unit _____ of The Porter _____ and (b.) the furniture and appliances located at the dwelling and listed on the attached inventory. (Check if attached ____).
3. Term. The term of this agreement shall be _____ months (not to exceed one year), beginning _____ and ending on _____.
4. Renewal; Waiver of Rights to Remain. In accordance with Bylaw Article VI of the Cooperative, this Sublease may not be renewed or extended except with the express written permission of the Cooperative. **Subtenant understands that (s)he may not remain as a tenant beyond the expiration of this Sublease or any renewal hereof, notwithstanding any right to remain otherwise afforded to rental tenants in the District of Columbia, and (s)he expressly waives any such rights.** Shareholder and Subtenant acknowledge that the Cooperative will not consent to this Sublease without such waiver. **This Sublease constitutes notice to the Subtenant that the Shareholder intends to resume personal use and occupancy at the end of this Sublease, and Subtenant waives further such notice. [Strike if inapplicable].** Parties' Initials: _____.
5. Rent. The rent for the property shall be \$ _____ for the term, payable \$ _____ per month on or before the ____ day of the month.
6. Extra Charges. If any rent payment is not made by the fifth day after it is due, Subtenant shall pay a late fee of \$ _____ plus \$ _____ for each full month the rent remain unpaid. If any check is returned by the bank unpaid for any reason, Subtenant shall pay a handling charge of \$25.00.

Subtenant's Initials _____

Shareholder's Initials _____

7. Security Deposit/Inspection and Condition of Property. Subtenant has paid, and Shareholder acknowledges receipt of, \$ _____ (not to exceed one month's rent) as security for the faithful performance by Subtenant of his/her obligations hereunder. Such sum shall be held in a separate account at a D.C. financial institution earning the prevailing interest rate on savings accounts. In the event of any breach or failure of Subtenant hereunder, the Shareholder shall have the right to apply the security deposit and accrued interest for the correction of such breach or failure, including applying the security deposit toward unpaid rent or for the repair of the premises.

Shareholder shall make a final inspection of the premises within seventy-two (72) hours following termination of this tenancy. If Subtenant wishes to accompany Shareholder at a final inspection, Subtenant shall so notify Shareholder at least one week in advance of the date Subtenant will vacate, and they shall agree on a mutually convenient time. Within ten days after inspection, Shareholder shall either return to Subtenant the entire security deposit with accrued interest, or shall deliver to Subtenant a written statement as to the nature, and if possible the amount, of the deductions Shareholder intend to make. Shareholder shall in any event return to Subtenant the unclaimed portion of the security deposit within forty-five days, together with itemization of deductions. Shareholder shall be excused from any failure to comply with this paragraph if failure was due to Subtenant's failure to leave Shareholder a forwarding address.

8. Maintenance of Premises: General Duties. Except as specifically provided in paragraph 9, the following general principles shall apply.

A. Subtenant shall keep the property in a clean and sanitary condition and shall cause no damage beyond normal wear and tear. If there is damage to the property or to the common areas of the Cooperative which is a direct result of conduct by the Subtenant not reasonably expected in the normal course of habitation, which Subtenant fails to repair at his/her own expense, Shareholder (or the Cooperative) may cause necessary repairs to be made and Subtenant shall be liable for all reasonable repair costs.

B. Shareholder shall maintain the property in a safe, sanitary and habitable manner in compliance with District of Columbia laws and regulations. Shareholder shall be responsible for repairs or replacements in the nature of capital expenses (such as the replacement of major appliances included in the Sublease); and for other repairs necessary to meet his/her warranty of habitability, unless Subtenant expressly assumes responsibility for such repairs. In the event that repairs are needed which are Shareholder's responsibility, Subtenant must notify Shareholder or his/her agent (in writing if possible). Where the repair is an obligation of the Cooperative to the Shareholder, the Shareholder will notify the Cooperative. The Subtenant should request repairs of the Cooperative only in the event of an emergency, including any condition threatening continuing damage to the unit or building.

9. Utilities, Maintenance, and Service. The following utilities, maintenance and service items shall be paid for or performed by the party initialling that item. Duties specifically assumed here shall override any general duties of either party, but shall not be taken as waivers of any nonwaivable rights under law. Space is provided for additional items or comments.

Initials

Electricity _____:

Gas _____:

Telephone _____:

Subtenant's Initials _____

Shareholder's Initials _____

Water & Sewer _____ : Coop

Heat _____ : Coop

Vermin Control _____ : Coop

Air Conditioning Maintenance & Repairs (including regular servicing sufficient to maintain operating efficiency) _____ : _____

Routine Plumbing Maintenance (replacement of washers, adjustment & repair of toilet mechanism, unstopping of drains, etc.) _____ : _____

Appliance Maintenance & repairs (service calls, repair or replacement of small parts, etc.) _____ : _____

Other _____

10. Use, Occupancy, and Subleasing. The property will be used solely for residential purposes and will be occupied by no more than ___ persons including children, all of whom except children shall be listed as Subtenant on this Sublease. No one other than a listed Subtenant or child may reside in the property, nor is any sublease permitted, except with the prior written approval of the Shareholder and the Cooperative. Subtenant will not use the property for any disorderly or unlawful purposes, will not act in a manner to threaten the health, safety or quiet enjoyment of his/her neighbors, and will comply with the Governing Documents and all applicable District of Columbia laws and ordinances.

11. Alterations. Subtenant, without the prior written permission of the Shareholder and the Cooperative, 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, radio or television antennae; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks. All alterations and additions shall remain the property of the Shareholder and/or the Cooperative at the termination of this Sublease, unless Subtenant fully restores the property to its pre-existing condition or compensates Shareholder for the cost of restoration.

12. Access to Property by Cooperative, Shareholder and Duly Designated Representatives. Upon reasonable notice to Subtenant and at reasonable times, the Cooperative, the Shareholder and his/her duly designated representative may enter the Property in order to (a) inspect the property, (b) make necessary or agreed repairs, decorations, alterations or improvements, (c) supply necessary or agreed services; and (d) exhibit the property to prospective or actual purchasers or tenants, mortgagees, workmen or contractors. In case of an emergency, the Cooperative, Shareholder or his/her designated representative may enter the dwelling unit without consent of Subtenant, but shall notify Subtenant retroactively.

13. Insurance. Subtenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire insurance policy covering the same. If Subtenant's use or occupancy of the premises increases the premium on any fire insurance policy, Subtenant shall pay such increase. It shall be the responsibility of the Subtenant to obtain an insurance policy which provides for the protection of Subtenant's personal property.

Subtenant's Initials _____

Shareholder's Initials _____

14. Smoke Detectors. Shareholder certifies to Subtenant that Smoke Detectors have been installed and are in proper working condition in accordance with law. It shall be the responsibility of Subtenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep Smoke Detectors in proper working condition and to report any malfunctions in said Smoke Detectors to Shareholder in writing. Shareholder assumes no responsibility or liability for any non-reported malfunctions to or misuse of Smoke Detectors by the Subtenant which results in injury or damage to persons or to the leased premises.

15. Subtenant Acknowledges Good Condition of Premises. The Shareholder will deliver the Property in clean, safe and habitable condition, in compliance with applicable law. The Subtenant hereby acknowledges the good condition of the premises and his/her acceptance of this Sublease is conclusive evidence that the premises are in good and satisfactory order and repair, unless otherwise specified herein; and he/she agrees that no representation as to the condition of the premises has been made and no promise made to decorate, alter, repair or improve the premises unless otherwise specified in writing. Agreements: _____

16. Destruction. If the premises are rendered totally unfit for occupancy by fire or accident, the term of this Sublease shall immediately cease upon the payment of rent to the day of such happening. If however, the premises are only partially destroyed or damaged and Shareholder decides to repair the same, such repairs shall be made by Shareholder without unreasonable delay and this Sublease shall remain in full force and effect without any abatement of rent.

17. Hold Harmless. Subtenant indemnifies and holds harmless the Shareholder and Cooperative from any loss, claim or damage occurring by reason of any condition in the unit or common areas of the Cooperative caused by Subtenant's failure to perform repairs or maintenance required of Subtenant or Subtenant's failure to give notice to Shareholder of repairs or maintenance required to be performed by Shareholder or to the Cooperative of emergency conditions required to be reported to the Cooperative.

18. Surrender. Subtenant will, upon termination of this Sublease, surrender the premises and all fixtures and equipment of Shareholder therein in good, clean and operating condition, ordinary wear and tear excepted. Subtenant shall clean said premises and equipment, including stove and refrigerator, and shall remove all trash from the premises. If such cleaning and removal of trash is not accomplished by Subtenant, or if the premises and/or equipment are not left in good, clean and operating condition, then any action deemed necessary by the Shareholder to accomplish same shall be taken by the Shareholder at the Subtenant's expense. Upon vacating the premises, Subtenant shall deliver all keys to the Shareholder within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Subtenant for changing locks.

19. Abandoned Property. Any property which is left on the premises for more than three (3) days after termination of this tenancy shall be considered to be abandoned by the Subtenant or other owner and shall, at Shareholder's option, become Shareholder's property and Shareholder may dispose of it, without liability, at the expense of Subtenant.

20. Truth of Application. Subtenant promises that the statements and representations made in the signed application are true; that said statements have induced Shareholder to enter into this Sublease; that they are deemed a part of this Sublease; and that the falsity of any of them shall constitute a breach hereof and entitle the Shareholder to the same relief as a breach of any other covenant or condition contained herein.

Subtenant's Initials _____

Shareholder's Initials _____

21. Default/Waiver of Notice to Quit. If the Subtenant fails to pay the rent as scheduled, or fails in any way to fulfill Subtenant's obligations under this Sublease, then this Sublease may be terminated at the option of the Shareholder. **In such a case, this Sublease will operate as a notice to quit, any other notice to quit being hereby expressly waived,** and Subtenant will immediately quit and vacate the premises and return possession to the Shareholder.

In such case, Shareholder may avail himself/herself of any remedy provided by law, including without restriction, a suit for possession and rent owing under the provisions of the District of Columbia Code which regulate proceedings between landlord and Subtenant, and/or damages for the remainder of the Sublease term. Subtenant further agrees that in the event that Shareholder finds it necessary to expend any monies because of Subtenant's default in payment of rent, or because of Subtenant's breach of any covenant of this Sublease, then Subtenant shall be liable to reimburse such expenditures to the extent permitted by law, including reasonable attorney's fees and costs if assessed by the court.

22. Notice and Emergencies. All notices and rent payments required by this Sublease shall be given to the other party as follows:

To Subtenant at premises Phone _____(W)
_____ (H)

To Shareholder at (Name & Address) Phone _____(W)
_____ (H)

Emergency Contacts
(if unavailable)

For Subtenant Name / Phone number

For Shareholder Name / Phone number

23. Pets. Subtenant (is) (is not) permitted to have (no more than ___) (any) pets. If permitted to have pets, Subtenant agrees to pay all damages they cause and pay for such professional cleaning as is required at the termination of this Sublease, including if necessary shampooing of carpets, deodorization, deticking and defleaing, etc. In consideration of this permission, Subtenant agrees to pay a Pet Damage Deposit of \$_____, to be held and returned on the same terms as the Security Deposit, but which may be applied solely to pet related damages.

24. Personal Property. All personal property placed in the premises, or in any storage area, or in any place appurtenant thereto, shall be at the sole risk of the Subtenant or the party owning such personal property. The Shareholder shall in no event be liable for the loss, destruction, theft of or damage to such property, unless proximately cause by the negligence of the Shareholder, his agent and employees.

Subtenant's Initials _____

Shareholder's Initials _____

25. Additional Provisions. _____

Subtenant's Initials _____

Shareholder's Initials _____

This Sublease is the entire agreement between the parties and no modification or addition shall be binding unless signed by the parties hereto. This Sublease shall bind the parties jointly and severally, their heirs, personal representatives, successors and assigns. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.

Witness the following signatures:

Shareholder(s)
Date: _____

Date: _____

Subtenant(s)
Date: _____

Date: _____

Witness
Date: _____

Approved by The Porter, Inc., Board of Directors.

Date: _____ By: _____

NOTICE OF RENT CONTROL EXEMPTION

[Strike if inapplicable] This accommodation has been exempted from the Rental Housing Act of 1985, §§206-220, and rental increases for this accommodation are not subject to the Rent Stabilization Program. This notice is given you pursuant to §205(d) of the Act.

Shareholder

Acknowledgment of Receipts

This is to acknowledge that I have read the foregoing Notice of Rent Control Exemption and that I have received (personally or by delivery to a co-tenant) an executed copy of this Sublease and any application therefore, a copy of Chapter 1, §§101 and 106 and Chapter 3 of the Housing Regulations of the District of Columbia (DCMR Vol. 14), and a copy of the House Rules of the Cooperative.

Date _____ Subtenant

Date _____ Subtenant

Date _____ Subtenant

Subtenant's Initials _____

Shareholder's Initials _____