# THE CLARIDGE HOUSE COOPERATIVE, INC. GARAGE SPACE SUBLEASE

**(Approved Form)**

**THIS SUBLEASE** is entered into as of , 20 , by and between , (“Landlord”), whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

 (“Tenant”), whose address is: .

# LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. **Term; Rent:**
	1. Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, Garage Parking Space No. (“Space”) located at Washington, D.C. in the Cooperative apartment building owned by The Claridge House Cooperative, Inc. (“Cooperative”), for a term of months beginning on , 20 , and ending on , 20 (“Term”), for the total sum of $ for

the Term payable in equal installments of $ , in advance, on the first day of each

month of the term, without demand or deduction therefrom, at such place as the Landlord may from time to time designate in writing.

**Vehicle:** Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_

 License Plate: \_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_ Year: \_\_\_\_\_\_\_\_\_\_\_

* 1. The first month’s rent must be paid before Tenant occupies the Space. If this Sublease commences on a day other than the first day of a month, the amount of rent to be paid for the balance of the first month will be apportioned pro rata, based on the number of days remaining in the month.
	2. Tenant’s obligation to pay rent is independent of any other provision in this Sublease. Each Tenant is jointly and severally liable to Landlord for full performance of all Tenant obligations under this Sublease.
	3. If Tenant fails to pay to pay any monthly installment of rent, or any additional rent, within five (5) days after the due date, a late fee in the amount of five percent (5%) of the amount of the installment of rent, or of such additional rent, shall be payable by Tenant within thirty (30) days after notice thereof from Landlord. However, payment by Tenant and acceptance by Landlord of a late fee or lesser amount shall not be construed as a waiver of the requirement for Tenant to pay each monthly rent installment on the first day of the month. Nothing in this Sublease constitutes a waiver or limitation of Landlord’s rights to take legal action for unpaid rent, for damages or for repossession of the Space for non-payment of any installment of rent or other amount payable by Tenant under this Sublease when such rent or other amount becomes due and payable. Any failure by Tenant to pay rent at the time specified

will constitute a default under this Sublease, and Landlord may exercise any and all rights and remedies available under this Sublease or under applicable law.

* 1. Any and all payments required to be paid by Tenant to Landlord or to any other person under this Sublease will be deemed to be additional rent and will be collectible as rent.
	2. Landlord at its sole discretion may require that rent payments be made by electronic rent collection, cashier’s check, certified check or money order. Landlord shall give Tenant a receipt for any payment from Tenant that is made by cash or money order.
1. **Approval by Cooperative’s Board of Directors (Terms and Conditions):** This Sublease is subject to the approval of the Cooperative’s Board of Directors and shall become effective only upon such approval, as evidenced by the signatures of an officer of the Cooperative in the space provided below. Until such approval has been granted, Tenant shall have no right to occupy and shall not occupy the Space. Tenant agrees to provide promptly any information considered necessary by the Board of Directors to assist in its review of this Sublease.

If approval is denied by the Cooperative, any sums paid to Landlord by Tenant shall be returned by Landlord promptly, without deduction, and this Sublease shall thereafter be of no further force or effect.

Landlord and Tenant agree that this Sublease is subject to, and that approval of Tenant for occupancy under this Sublease is given by the Cooperative on, the following express conditions:

* 1. **Assignment of Rent:** In the event of default in the payment by Landlord of any sums, charges or assessments required to be paid by Landlord to the Cooperative, the Cooperative, at its option, shall be subrogated to all the rights of Landlord under this Sublease, including the right to collect rent on the terms and conditions of this Sublease. A written notice of the exercise of its option by the Cooperative, delivered to Landlord and Tenant, by hand, by recognized overnight courier service, or by certified mail, return receipt requested. Such notice shall be sufficient to vest in the Cooperative all of the rights of the Landlord under this Sublease, and Tenant shall thereafter pay all rent provided for under this Sublease directly to the Cooperative, until the Cooperative gives Tenant a further written notice that Landlord’s default to the Cooperative has been cured.
	2. **Cooperative Rights and Restrictions:** This Sublease grants Tenant a leasehold estate in the Space for the Term, provided that Tenant and any persons permitted by Tenant to use the Space must comply with the provisions of the Cooperative Documents (hereinafter defined). Tenant shall not use or occupy the Space nor permit the Space or any part thereof to be used or occupied for any purpose other than as a parking space for a personal vehicle. Tenant’s right to use and occupy the Space shall be subject and subordinate to the provisions of the Cooperative’s Bylaws, the Garage Space Proprietary Lease between the Cooperative and Landlord and the House Rules of the Cooperative (collectively, the

“Cooperative Documents”). The Cooperative Documents are incorporated herein by reference.

Tenant must comply with all applicable provisions of the Cooperative Documents. Failure to comply with any provision of the Cooperative Documents shall constitute a material breach of this Sublease. Tenant further agrees that the Sublease conveys only the right to park a vehicle in the Space, and that Tenant shall have no voting rights or any other membership rights in the Cooperative.

* 1. **Cooperative’s Right to Terminate:** The Board of Directors of the Cooperative shall have the right, but not the obligation, to terminate this Sublease and to bring summary proceedings to evict Tenant and obtain possession of the Space in the name of Landlord in the event of a default by Tenant under this Sublease, or if the Board of Directors determines that the tenancy of Tenant is undesirable because of objectionable conduct on the part of Tenant, or of any other persons using the Space. Written notice of such termination shall be given by the Cooperative to Landlord and to Tenant, not less than thirty (30) days before the effective date of termination. Upon the date of such termination, the right of Tenant to possession of the Space shall terminate and the Cooperative shall be entitled to the possession of the Space, and may forthwith proceed to recover possession of the Space as provided by law, through summary eviction proceedings or otherwise. Any notice to quit, or of intention to exercise the option to reenter the Space, is hereby expressly waived by Tenant. Reentry by the Cooperative, by process of law or otherwise, shall not relieve Landlord or Tenant from liability for any damages, and shall not relieve Landlord from any obligations under the Cooperative Documents. The Cooperative shall have the right to recover any and all costs incurred by the Cooperative in taking such action from Landlord, and Landlord shall pay all such costs within ten (10) days after written demand from the Cooperative.
1. **Possession and Quiet Enjoyment.** Landlord will deliver possession of the Space to Tenant, subject to the terms and conditions of this Sublease. Landlord agrees that, if Tenant pays the rent and complies with all of the terms and conditions of this Sublease, Tenant shall have the right to occupy the Space during the Term. However, if Landlord fails to deliver possession of the Space at the time herein specified, Landlord shall not be liable for any damages caused thereby, nor shall this Sublease be void or voidable except as otherwise expressly and specifically stated in this Sublease, but Tenant shall not be liable for rent until such time as Landlord delivers possession of the Space.
2. **Acceleration of Rent Payments.** If Tenant defaults in the payment of any installment of the rent due under this Sublease, the whole amount of rent due for the unexpired Term, or any renewal term, of this Sublease may, at the option of Landlord, be accelerated and become due and payable, without demand, and Landlord may sue for and recover such accelerated amount as provided by law.
3. **Use of Space.** The Space shall be used by Tenant for vehicle parking, and no other person or persons shall be permitted to use the Space without the prior written consent of Landlord and of the Cooperative. Tenant shall comply with all applicable laws and ordinances and all provisions of the Cooperative Documents.
4. **Maintenance of Space.** Tenant shall keep the Space in a clean, safe and sanitary condition and shall not store any items, or allow trash or other personal property to

accumulate, in the Space. Tenant shall be responsible for paying any costs incurred for extraordinary cleaning or repairs to the Space or to any other portion of the building made necessary by Tenant’s willful misconduct or negligent acts or omissions of Tenant. Tenant shall not make any changes or alterations to the Space. Tenant shall not cause or allow anything to be kept or done in the Space which would create a hazard to the Cooperative, to other residents, or to any real or personal property. Upon termination of this Sublease, Tenant shall surrender the Space in clean, safe and sanitary condition and shall remove any vehicle parked in the Space by Tenant.

1. **Renewal or Extension.** There shall be no renewals or extensions of this Sublease unless, prior to the expiration of the Term hereof, the Board of Directors of the Cooperative approves such a renewal or extension for a specified term in accordance with the Bylaws and House Rules.
2. **Access to Space.** Tenant agrees that the Cooperative and it agents, contractors and employees shall have access to the Space at all reasonable hours, without prior notice, and, when necessary, shall have the right to temporarily relocate any vehicle parked in the Space, to enable the Cooperative and such agents, contractors or employees to inspect the Space and to perform necessary maintenance, repairs or improvements, or for any other proper purpose.
3. **Default by Tenant.** (1) If the rent, or any installment thereof, or any other amount owned by Tenant, is not paid by Tenant when it becomes due and payable, or (2) if Tenant violates any of the Cooperative Documents, or (3) if Tenant fails to comply with the terms and conditions of this Sublease, then and in any of such events, at the option of Landlord, the right of Tenant to possession of the Space shall terminate and Landlord shall be entitled to the possession of the Space and to reenter the same without demand for possession, and may forthwith proceed to recover possession of the Space as provided for by law. **Any notice to quit, or notice to vacate, or notice of intention to exercise the option to reenter the Space by Landlord or the Cooperative, is hereby expressly waived by Tenant.** Reentry by Landlord, by process of law or otherwise, shall not relieve Tenant from liability for any damages, deficiencies or loss of rent which Landlord may sustain by reason of Tenant’s default. Landlord shall have the authority to re-let the Space after reentry for the benefit of Tenant and as the agent of Tenant; provided, however, that Landlord shall be under no obligation to do so. Notwithstanding any other provision of this Sublease, Landlord hereby reserves the rights (i) not to recover possession, (ii) to allow the Space to remain vacant, and (iii) to recover from Tenant the balance of the rent reserved for the Term hereby created, including any then-current extension or renewal thereof.
4. **Liability for Loss or Damage or Personal Injury.** Neither Landlord nor the Cooperative shall be liable to Tenant for damages or injuries or inconveniences arising in connection with any maintenance, repair or replacement work that may require temporary use of the Space, or arising in connection with any accidents, equipment failure or strikes, nor shall Landlord or the Cooperative be liable for the loss of or damage to any vehicle or other property of Tenant in the Space or elsewhere on the Cooperative’s property. Neither Landlord nor the

Cooperative shall be liable for any injury to the person of Tenant or other persons in or upon the Space, or elsewhere on the Cooperative’s property.

Tenant shall indemnify Landlord and hold Landlord harmless from all sums, charges, expenses or special assessments for which Landlord may become liable to the Cooperative, arising from the act, neglect or carelessness of Tenant, or of any persons permitted to use the Space by Tenant. The foregoing indemnity, however, shall not relieve Landlord from any liability to the Cooperative for any such amounts, or excuse Landlord from the obligation to pay such amounts promptly, and Landlord shall pay any such amounts to the Cooperative promptly upon written demand.

Tenant shall indemnify the Cooperative and hold the Cooperative harmless from all claims, injuries, damages, demands, proceedings, actions or causes of action, including costs and attorney’s fees, arising in connection with the act, neglect or carelessness of Tenant, or of any persons permitted to use the Space by Tenant.

1. **Bankruptcy.** If Tenant is adjudicated to be bankrupt or insolvent or claims the benefit of any federal bankruptcy proceeding, or makes a general assignment for the benefit of creditors or otherwise claims the benefit of any insolvency law, or if a receiver is appointed or elected by Tenant, this Sublease, at the option of Landlord, shall terminate thirty (30) days after Landlord has given Tenant written notice of the exercise of such option, and Tenant shall immediately quit and surrender the Space to Landlord; provided, however, that nothing in this Sublease shall be construed to impair or affect the right of the Landlord to maintain any action provided by law for the recovery of the possession of the Space or to recover attorney’s fees and costs to the extent permitted by applicable law.
2. **Waiver of Breach.** No waiver of a breach of any term or condition of this Sublease shall operate or be construed as a waiver of the term or condition itself, or any subsequent or continuing breach thereof, or of any other term or condition of this Sublease.
3. **Cumulative Remedies.** The rights and remedies created by this Sublease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of any other remedy.
4. **Notices.** All notices provided for in this Sublease shall be in writing and shall be sent via hand delivery, a recognized overnight courier service or certified mail, return receipt requested, with copies sent by email, to Landlord at Landlord’s address set forth above, and to Tenant at Tenant’s address set forth above.
5. **Assignment and Subleasing.** Tenant shall not assign this Sublease and shall not sublet or otherwise arrange for use of the Space by any other persons without the prior written approval of the Landlord and the Cooperative. Tenant agrees to acknowledge and recognize as Landlord any person to whom Landlord may transfer or assign this Sublease. A transfer or assignment of this Sublease shall not release Landlord from any obligation under the Cooperative Documents.
6. **Severability.** If any provision hereof shall be adjudged, decreed or ruled to be invalid, then such portion shall be deemed severable and the remaining provisions of this Sublease shall not be considered impaired or invalid on account thereof.
7. **Liens.** Tenant shall not, through action or inaction, create any lien on the Space. If any lien is created in violation of this paragraph, Tenant shall immediately cause such lien to be discharged and shall indemnify Landlord and the Cooperative, and hold Landlord and the Cooperative harmless, from any and all amounts incurred by either or both of them in connection with the satisfaction and discharge of such lien.
8. **Court Awarded Legal Fees:** In an action by Landlord or the Cooperative to recover possession of the Space, including a nonpayment of rent action, Tenant shall pay actual court costs awarded by the court, and shall pay any other legal costs or attorney fees awarded by a court.
9. **Termination/Hold-Over And Notice To Vacate:**
	1. Tenant may terminate this Sublease at the expiration of the Term or any extension thereof by giving the Landlord written notice of termination prior to the expiration of the Term. Such termination must occur at the end of a month.
	2. If Tenant holds over after expiration of the Term, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month at the monthly rent in effect during the last month of the expiring Term. All other terms and provisions of this Sublease shall remain in full force and effect.
	3. Landlord may terminate this Sublease and require Tenant to vacate the Space at the expiration of the Term, or any extension or renewal Term, by giving Tenant written notice of termination.
10. **Abandoned Personal Property:** Any personal property left in the Space after Tenant vacates the Space shall be deemed abandoned, and Landlord may dispose of such property at Tenant’s expense. Landlord shall not be liable to Tenant or any other person for loss of, or damage to, such abandoned property.
11. **Subordination:** This Sublease shall be subject and subordinate at all times to the Cooperative Documents and to the liens of any mortgages or deeds of trust now or hereafter covering the Space, and to all renewals, modifications, consolidations, replacements and/or extensions thereof.
12. **Estoppel Certificate:** Tenant shall, at any time and from time to time, upon not less than fifteen (15) days’ prior notice from Landlord, sign, acknowledge and deliver to Landlord a statement in writing, certifying: (a) that this Sublease is unmodified and in full force and effect (or, if there have been modifications, that this Sublease is in full force and effect as modified and setting forth such modifications) and the dates to which the rent and other amounts payable hereunder have been paid; (b) that there is no existing default under this

Sublease, or specifying each such default of which Tenant may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

1. **Agency:** Landlord recognizes (Brokerage) as

the Agent negotiating this Sublease and agrees to pay a leasing fee pursuant to a separate agreement. Tenant shall have no liability for such leasing fee.

1. **Miscellaneous:**
	1. The terms and conditions of this Sublease are fully binding on and are legally enforceable by the parties hereto, and their heirs, personal representatives, executors, administrators, successors and assigns.
	2. This Sublease contains the final and entire agreement between Landlord and Tenant, and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not expressly set forth in this Sublease. This Sublease may be executed in multiple counterparts, and the Tenant acknowledges receipt of a copy of this Sublease at the time the Sublease was fully executed.
	3. The paragraph headings in this Sublease are for convenience and reference only, and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they apply. Plural can be substituted for the singular, and vice versa, in any place in which the context may require such substitution.
	4. Tenant expressly warrants that Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord to Sublease the Space.
2. **Additional Provisions:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**26. Addendum Attached: Yes No**

**IN WITNESS WHEREOF,** the parties have signed this Sublease as of the date first set forth above.

#  (SEAL)

**Landlord**

#  (SEAL)

**Landlord**

#  (SEAL)

**Tenant**

#  (SEAL)

**Tenant**

05/17/2022

# COOPERATIVE APPROVAL

**Garage Space Sublease Approved: Claridge House Cooperative, Inc.**

**Date:**

**By: Manager**

**Attest:**

**Secretary**