**Residential Lease Agreement**

**THIS LEASE (“Lease”)** is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant” or “Tenants”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”). Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the residential property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Premises), for the term of 12 Months beginning on \_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_ at a total rent of $\_\_\_\_\_\_\_\_\_\_ payable in equal monthly installments of $\_\_\_\_\_\_\_\_\_\_ (“Rent”) in advance on the first day of each and every month ("Rent Due Date") of said term. If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter Rent shall be due on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent as set forth herein.

Tenant agrees to pay Rent to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (or at such other place as Landlord may from time to time designate) without deduction, demand or offset. Tenant’s obligation to pay Rent is independent of any other clause herein.

Failure to pay said Rent at the time specified will constitute default and Landlord may pursue any remedy, whether at law or inequity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including, but not limited to, payments and/or repairs, required to be paid by Tenant to Landlord 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.

**1. PRO RATA RENT**

It is understood and agreed that Tenant is to commence occupancy of the Premises on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Tenant is to pay the sum of $\_\_\_\_\_\_\_\_\_\_\_\_ as “pro rata” Rent for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. AUTHORIZED OCCUPANTS**

A. Enumerated: In addition to Resident(s) specifically listed in this Lease, the following persons and no others except after born children are authorized by Landlord to reside within the premises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. No other persons may reside in the premises without first obtaining Landlord's written consent.

B. Limitation on Number: To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit. Tenant acknowledges that the maximum number of persons authorized to occupy the premises not to include occasional guests shall not exceed One (1) persons. Should more than the maximum number be found to reside in the premises, Landlord may bring court action for repossession of the premises based upon Resident breach of this paragraph.

B. Limitation on Number: To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit. Tenant acknowledges that the maximum number of persons authorized to occupy the premises not to include occasional guests shall not exceed One (1) persons. Should more than the maximum number be found to reside in the premises, Landlord may bring court action for repossession of the premises based upon Resident breach of this paragraph.

**3. LATE PAYMENT FEE**

If Landlord shall fail to receive an installment or form of rent in the full amount due within five (5) days after it is due, then beginning on the sixth (6th) day after it is due, Tenant shall pay Landlord without demand and in addition to the rent, a late charge of one percent (1%) of the rent due per day for each day Tenant is late, not to exceed, however, a total of five percent (5%) of the total monthly rental payment due. Such payment is not a waiver of the requirement that rent is due on the FIRST day of each month. This paragraph does not waive or limit Landlord's right to institute legal proceedings for rent, additional forms of rent, other damages, and/or repossession of the premises.

**4. ADDITIONAL CHARGES**

A service charge (which sum shall not exceed the maximum permitted by state law) of thirty-five dollars ($35.00) will be automatically assessed for each instance in which a check is returned unpaid for any reason by the Tenant's bank. Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward Rent. If the remaining amount is not sufficient to cover the full current month's Rent, a late fee will be assessed on the current month's Rent.

**5. UTILITIES:** The Landlord (“L”) or Tenant (“T”) is responsible for the following utilities which will be provided by the utility provider and paid for by the following party, up to the amount specified per month:

Water 100% provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electricity 100% provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gas 100% provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. SECURITY DEPOSIT**.

Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $\_\_\_\_\_\_\_\_\_\_\_, due on or before the date this Lease Contract is signed.
An animal deposit will be stated in any animal addendum. The total deposits will not exceed the equivalent of two (2) month’s rent. This lease and any Animal Addendum will constitute your receipt for the security deposit(s). Your security deposit(s) will be deposited and held in an interest-bearing account in a federally insured banking institution located in Maryland. That account will be dedicated solely to security deposits. At the time your deposit is due to be returned, we will pay you simple interest, not compounded, which accrues at six-month intervals, at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater, less any damages rightfully withheld.

**As of the date of this Lease Contract:**

1. **Tenant has deposited with Landlord a security deposit in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_.**
2. **Tenant has agreed to the following payment plan to pay any remaining security deposit balance:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Under state code you have the following rights:

1. The security deposit or any portion of it may be withheld for unpaid rent, damage due to breach of lease or for damage by you or your family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by us.
2. You have the right to be present when we or our agent inspects the premises in order to determine if any damage was done to the premises, if you notify us by certified mail of your intention to move, the date of moving, and your new address.
3. Your notice requesting a move-out inspection in our presence must be furnished to us by mail at least fifteen (15) days prior to the date you move.
4. Upon receipt of your notice to move, we will notify you by certified mail of the time and date the premises are to be inspected.
5. The date of inspection will take place within five (5) days before or five (5) days after the date of moving that is designated in your notice.
6. Failure by us to comply with this requirement forfeits our right to withhold any part of the security deposit for damages.
7. The security deposit is not liquidated damages and may not be forfeited to us for breach of the rental agreement, except in the amount that we are actually damaged by your breach.
8. In calculating the damages for lost future rents, any amounts of rents received by us for the premises during the remainder, if any, of your lease term, will reduce the damage you owe us by a like amount.

You have the following rights with regard to this security deposit(s):

1. You have the right to have your dwelling unit (apartment) inspected by us in your presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if you request an inspection by certified mail within fifteen (15) days of your occupancy (the date you move in);
2. Tenant may serve Landlord a statement of his own, setting forth any variations, within five days after he receives Landlord's report.
3. You have the right to be present when we inspect the premises at the end of your tenancy in order to determine if any damage was done to the premises if you notify us by certified mail at least fifteen (15) days prior to the date of your intended move, of your intention to move, the date of moving, and your new address;
4. We are obligated to conduct the move-out inspection within five (5) days before or after your stated date of intended moving;
5. We are obligated to notify you in writing of the time and date of the inspection;
6. You have the right to receive, by first class mail, delivered to your last known address, a written list of the charges against your security deposit claimed by us and the actual costs, within forty-five (45) days after the termination of the tenancy;
7. We are obligated to return any unused portion of your security deposit, by first class mail, addressed to your last known address within forty-five (45) days after the termination of your tenancy; and
8. Our failure to comply with the security deposit law may result in us being liable to you for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney’s fees.
9. We will retain a copy of this receipt for a period of two (2) years after the termination of your tenancy, abandonment of the premises, or your eviction, as the case may be.
10. We will be liable to you in the sum of $25 if we fail to provide you a written receipt for the security deposit.

**7. CONDITION OF PREMISES**

**Delivery in Accordance with Law:** Landlord covenants that the premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, and in compliance with applicable law. The premises shall be made available in a condition permitting habitation, with reasonable safety. Tenant acknowledges he has been given an opportunity to examine the premises, that he has examined the premises and found the premises in satisfactory condition. Tenant agrees that no representation as to the condition of the premises has been made and no promise to decorate, alter, repair or improve the premises unless otherwise specified in writing have been made.

**8. WARRANTY OF HABITABILITY: RESPONSIBILITY FOR MAINTENANCE AND REPAIRS**

1. **Warranty of Habitability:** Landlord hereby warrants that at all times during the tenancy created hereunder, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statutes, codes, regulations or ordinances governing the maintenance, repair, construction, use or appearance of the premises leased hereunder and the property of which it is a part.
2. **Responsibility for Maintenance and Tenant’s Duties:** Landlord and Tenant each acknowledge their respective **responsibilities** and duties imposed under county code, which are incorporated by reference into and made a part of this Lease, and each agrees to abide thereby. Tenant also acknowledges that he must report to Landlord any defective condition within the leased premises within forty-eight hours. Where the defective condition may cause serious damage to person or property, it shall be reported to Landlord immediately.

**9. MANAGEMENT**

The Premises will be managed by: \_\_\_\_ Landlord \_\_\_\_ Agent

If by Agent, the designated Agent will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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 Landlord and that Agent is acting as a conduit of funds. Accordingly, Landlord and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Landlord.

**10. ASSIGN, SUBLET AND USE**

The Tenant shall not carry on any business within the leased Premises for any other purpose other than that of private single person/family residence, nor permit the same to be used for any disorderly or unlawful purpose, nor sublet the said Premises, nor assign this lease without the consent in writing of the Landlord., which consent shall not be unreasonably withheld.

Only the listed Tenants herein, except after-born children, are authorized by Landlord to reside within the Premises. 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, State, County and local laws and ordinances. 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. Tenant expressly assumes the obligation and affirmative duty of prohibiting his/her family members and guests from possessing or bringing onto the leased Premises 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 by the Tenant, his family or guests constitutes a substantial breach of this Lease by the Tenant, which will entitle Landlord 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 by Tenant's family members or guests. This paragraph does not limit any rights Landlord 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.

Persons visiting Tenant may not reside at the Premises for more than two (2) weeks in aggregate, subject to the rules and restrictions of the Homeowner’s Association and/or Condo association, during any calendar year, unless written permission is first secured from Landlord. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

**11. PETS/NON-REFUNDABLE PET FEE:**  Resident shall not keep or have any animal, bird or pet of any kind in the Premises without the express prior written consent of Landlord, and then only on such terms and conditions as Landlord may require provided, however, that any Tenant who is blind or deaf or otherwise disabled may keep and maintain a "seeing eye" dog or a "hearing" dog or other trained service animal within the premises and related structures. Landlord reserves the right to refuse to allow Tenant to keep or have any animal, bird or pet of any kind.

Tenants who have pets agree to pay the cost of having the Premises professionally cleaned and serviced to the satisfaction of the Landlord including but not limited to: carpet shampooing, deodorizing, exterminating, de-fleaed and de-ticked. Tenant further agrees to pay for any and all damages caused by pets to the Premises.

Tenant is authorized to have the following pets: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**12. CONTRAVENTION OF INSURANCE**

It is further agreed that the said tenant will not do, suffer or permit anything to be done, in or about the Premises, which will contravene the policy of insurance against loss by fire or increase the fire insurance rate, or keep gasoline or other combustibles on said Premises.

**13. MAINTENANCE OF PREMISES**

Tenant shall keep in a state of good repair, maintenance and cleanliness all parts of the Premises including equipment therein, but not limited to the rental dwelling and the garage, shed, appliances (including stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers and other appurtenances, if any, as now or in the future are installed in the Premises) and shall promptly report to Landlord, in writing, any defects, leaks ,or breakage in the structure, equipment or fixtures of said Premises, including damage by fire storm and flood, as Tenant will be held liable for all damages attributable to such unreported conditions. Under no circumstances may Tenant order repairs or replacements with the expectation that the Landlord will pay for, reimburse or permit deduction from the Rent for same without prior written approval from Landlord/Agent. Tenant shall be responsible for the following:

1. Tenant's use and convenience and are warranted, by Landlord/Agent, only to be working at the time tenancy commences. Tenant agrees to maintain same at Tenant's own expense and return them in good working condition, except that, in the event the age of such appliance or the cost of repair, at the sole discretion of the Landlord/Agent, dictates that a replacement is necessary, Landlord/Agent shall make the replacement;
2. For single family homes and townhouses, Tenant shall keep lawn watered; grass, shrubbery and trees cut, trimmed and maintained and shall generally maintain grounds in good condition. Tenant will keep Premises including gutters and grounds free of leaves and debris. Tenant will keep window wells and drainage areas free of debris. Tenant shall promptly remove ice and snow from walkways, steps and drives;
3. Tenant shall furnish and replace light bulbs and furnish and **replace furnace filters once every three (3) months**;
4. Tenant is responsible for general control and elimination of all household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. However, if repairs to the structure are needed to prevent access by pest, Landlord shall be responsible for making such repairs;
5. Landlord does not warrant the condition of any communication wires or cables (phone, television, Internet) to or within the Premises;
6. All garbage, trash and recyclables must be placed in suitable covered containers. Tenant shall be responsible for the prompt removal of any bulk trash in accordance with local laws and/or condominium/HOA regulations. Bulk trash left at the time tenant vacates must be removed within 24 hours or Landlord may remove at Tenant expense;
7. Tenant shall be responsible for damage caused by bursting pipes from failure to turn off water in cold weather or failure to keep the Premises adequately heated and for all stoppages of drains and water closets. Tenant must keep the Premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipe;
8. Tenant shall meet vendors/contractors sent by Landlord, at a mutually agreed time, to make repairs or to perform maintenance. If Tenant fails to meet vendor/contractor, as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor/contractor, as scheduled, and for any subsequent damages resulting from any such delay;
9. Tenant shall not store firewood or light any fires within eight (8) feet from any structure, including but not limited to barbeque grills, fryers, and fire pits;
10. Tenant shall comply with Common Ownership Community rules and regulations;
11. Tenant shall keep Premises in good order and condition, keep all portions of the leased Premises in clean and sanitary condition and comply with all applicable federal, state and local laws, ordinances and regulations with respect to said Premises, and surrender said Premises and all of Landlordʼs furniture and fixtures therein in good, clean and operating condition at the expiration of the Lease, normal wear and damage by storm and public enemies excepted.

**14. NOTICE OF DEFECTS**

It is further agreed that the tenant within forty-eight (48) hours of occupancy will give Landlord prompt notice in writing of any defects, leaks or breakage in the structure, equipment or fixtures of said Premises, including damage by fire, storm and flood, as tenant will be held liable for all damages attributable to such unreported conditions

**15. WATER/MOISTURE/MOLD**

Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets, flooding and/or water damage to Premises, including when cause originates from an appliance owned by Tenant.)

In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets, main water valve, and to cease to use any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord/Agent promptly in the event mold of any type is observed within the leased Premises. In the event water damage or mold occurs within the Premises through the negligence of Tenant, Tenant shall pay, as additional Rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold.

**16. REASONABLE RIGHT OF ENTRY RESERVED**

It is further agreed that Tenant will allow Landlord, his agents, or his designee to have access to said Premises at any reasonable time for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs landlord considers necessary or desirable.

During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord may put the Premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the Premises. Tenant agrees to cooperate with Landlord or his agent in showing the Premises 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 is advised that on occasion Tenant may be required to permit the showing of the Premises on less than twenty-four (24) hours’ notice. Tenant agrees on behalf of Tenant, Tenant’s, heirs, and assigns to indemnify, save and hold harmless Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, and all above parties from any and all claim, loss or liability arising from the use of said Keybox unless occasioned by the negligent omission, commission, fault or other misconduct or violation by third persons of law as determined by a court of law.

**17. PERSONAL PROPERTY**

Tenant acknowledges that all of Tenant’s personal property or that which belongs to others placed on Premises at invitation of or with consent of Tenant shall be at tenant’s risk.

**18. INSURANCE**

Tenant will do nothing and permit nothing to be done on or about the Premises which will contravene any fire insurance policy covering the same. It is the responsibility of the Tenant to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property. Landlord shall not be held responsible for any damage to Tenant’s personal property.

NOTICE TO TENANTS RENTING IN CONDOMINIUMS: The Maryland Condominium Act requires that master insurance carriers (building insurers) provide protection for individual unit owners and they are barred from subrogating against those owners. This is not true for tenants. If you cause damage to the unit or to the building, there is no limit to your liability to repay the claim to the master insurance carrier. Tenant shall purchase renter’s insurance.

In the event any part of the Premises is located within a designated flood hazard area, Tenant is advised of the following: The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U.S. Government subsidized flood insurance which may be purchased from some insurance agents. Damage to motor vehicles may not be covered by such insurance; therefore, you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage to your motor vehicle resulting from flooding in this area. The local zoning authority can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact the appropriate department before signing either this acknowledgement or Lease for this rental unit. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: http://www.fema.gov/flood-insurance-reform-act-2012. Detailed information regarding updated flood insurance rate maps may be obtained at: http://www.mdfloodmaps.net/home.html. By signing this Lease Agreement, Tenant acknowledges reading and understanding the foregoing warning concerning flooding and has been provided time, prior to signing either this acknowledgement or Lease, to contact the appropriate governmental agency concerning the susceptibility of the area around my rental unit to flooding.

1. **SMOKE DETECTORS**

Landlord certifies and Tenant has verified that all smoke detectors required as required by county code (or other applicable laws) are installed and in proper working condition. Tenant may review the maintenance schedule, operating manual, and any other instructional or precautionary material that the manufacturer may supply with the unit upon written request to Landlord. 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 should obtain a dual powered smoke detector or a battery powered smoke detector. Tenant shall be responsible for the replacement of any batteries for the smoke detectors and shall report promptly to Landlord any defective operation of the smoke detector mechanism(s) in his premises. Tenant shall periodically test said mechanism to ensure that itis operating properly. In the event a problem is reported by Tenant that results in a service call where replacement of batteries resolved smoke detector malfunctions, Tenant shall be responsible for cost of said service call.

**20. ALTERATIONS**

Tenant, without the express prior written permission of the Landlord, 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 (a reasonable number of picture hangers excepted); and, except as permitted by law, will not change the existing locks of the Premises or install additional locks without written consent of the Landlord/, in which case Tenant is to provide new key(s) to Landlord.

The installation of television/radio dishes, antennae or cables, while not restricted by Landlord, as required by the FCC Telecommunications Act, as amended, shall not be installed, by Tenant, in any manner as to cause damage to the property. Tenant shall be responsible for repair of any resulting damage, including water penetration. Tenant shall further be responsible for complying fully with any condominium or HOA requirements for dish or cable installation.

**21. RULES AND REGULATIONS**

Common Ownership Community: 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 common ownership community when applicable. A copy of this Lease must be submitted to the common ownership community, if required. Any obligation of the Landlord 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.

Landlord/Agent House Rules: Tenant acknowledges that smoking is not permitted on or about the Premises. Tenant acknowledges that space heaters are also not permitted on or about the Property.

**22. PROHIBITED CONDUCT**

You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the premises; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the premises; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the premises; or injuring our reputation by making bad faith allegations against us to others.

**23. 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 Premises. Any vehicle as described herein that is parked on the Premises 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 Premises. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of Premises.

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

**24. HOLD HARMLESS**

Tenant hereby agrees to indemnify and hold Landlord and their employees and agents 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 Premises which is within the exclusive control of the Tenant.

Landlord shall hold the Tenant, and/or any or all the parties named on this Lease to indemnify and save harmless Landlord against and from any loss, costs, damages and expenses arising out of any accident to or injury to any person or property whomsoever, or from fines, penalties or judgments levied by government due to behavior, negligence or inadvertent acts by Tenant. Tenants hereby assumes all the obligations and responsibilities of Landlord within the description of Premises under the terms of said Lease and under the rules, regulation or laws of any government or regulatory agency having jurisdiction and agrees to protect, indemnify and hold Landlord, their agents, employees, heirs and assigns harmless from any and all losses, liabilities, fines, penalties, claims, costs and expenses imposed upon them with respect to the property herein conveyed whether such arose heretofore or whether such arise hereafter, due to the any act(s), omission, neglect or default of Tenant or Tenant’s visitors, invitees, licensees, servants or employees, or any person or entity claiming by or through Tenant or other such person(s) allowed to enter Premises by Tenant, of any such person or entity entering Premises unknown to Tenant.

Tenant will defend and save Landlord harmless and indemnified, to the maximum extent permitted by law, from and against any and all loss, cost or expense (including attorney’s fees), and any and all injury, loss, claim or damage to any person or property, on account of any act, condition or accident, however caused (except by any deliberate misconduct or gross negligence of Landlord), occurring or existing on or about the Premises or any area allocated to or used exclusively by Tenant or anyone claiming through or under Tenant, or, if arising out of Tenant’s use or occupancy of the Premises, occurring or existing on or about the area appurtenant or adjacent to the Premises, or any other appurtenances, or parking or other common areas used in connection therewith, and from and against any and all other loss, cost, damage, expense, or liability arising from any act, omission, neglect or default of Tenant or Tenant’s contractors, licensees, invitees, customers, agents, licensees, invitees, customers, agents, servants or employees, or any person or entity claiming by or through Tenant or the contractors, licensees, invitees, customers, agents, servants, or employees, of any such person or entity. That the waiver of one breach of any term, condition, covenant, obligation or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or any subsequent breach thereof.

**25. JOINT AND SEVERAL 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 applicable law.

**26. ACT OF GOD**

If the leased Premises are destroyed by fire, act of God, act of nature, or public enemies, or accident, the term of the lease shall expire 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 same, such repairs shall be made by Landlord without unreasonable delay, and this lease shall remain in full force and effect, without any abatement of Rent.

**27. ACT OF GOVERNMENT**

If the leased Premises is acquired or condemned by eminent domain for any public or quasi-public use or purpose, either in whole or in part which renders the Premises uninhabitable, then the term of this lease shall cease and terminate as of the date of title vesting in such proceedings, and all Rent shall be paid to that date and tenant shall have no claims against owner for the value of unexpired term of the lease.

**28. DEFAULT**

1. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord can at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, guests, or employees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation, or ordinances issued or promulgated by the Landlord, any governmental rental authority, or any federal, state or local law , then and in any of said events, the Landlord has the right to terminate this Lease by giving the Tenant personally or by sending via first class mail to the Tenant a thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination.
2. However, in the event the breach of lease involves behavior by the Tenant or a person on the subject premises with the Tenant's consent, which demonstrates a clear and imminent danger of the Tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the premises, the Landlord/Agent has the right to terminate this Lease by giving to the Tenant or person in possession personally or via first class mail a fourteen (14) day written notice to quit and vacate the premises containing in said notice the basis for the termination. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.
3. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent − Landlord’s Complaint for Repossession of Rented Property.

**29. CANCELLATION AT END OF INITIAL TERM**

Notice is required to quit the premises. Either Landlord or Tenant may terminate this Lease at the end of the initial term by providing the other party with at least one (1) full month's prior written notice to vacate – to run from the first of the month to the last day of the same month. No reason need be stated in the notice by the issuing party. Tenant shall thereafter surrender the premises as provided for herein. Upon termination of the Lease Landlord will provide an itemization of any damages chargeable to Tenant.

**30. MONTH-TO-MONTH TENANCY.**

1. **Creation:** If this Lease has not been lawfully canceled during or at the end of the initial term (as provided in paragraph 28, a month-to-month, automatically renewable tenancy shall be created at the end of the initial term. All other provisions of this Lease shall remain in force. **Tenant’s Initials \_\_\_\_\_\_**
2. **Termination by Landlord:** The month-to-month tenancy may be terminated upon Tenant's receipt of at least one (l) month's written notice to vacate the premises, which notice shall be received before the first day of the month. Tenant shall be responsible for rent payment during the notice period. The reason for termination need not be specified in the notice to vacate. Landlord shall be held harmless from all charges of libel related to Tenant requesting Landlord's reason for terminating this Lease. Tenant shall thereafter surrender the premises in accordance with the provision of this Lease.
3. **Termination by Tenant:** The month-to-month tenancy may be terminated by Tenant upon Landlord's receipt of at least one (1) full month's written notice to vacate to be received by Landlord before the first day of the month and to extend through the last day of the same month. Tenant shall be responsible for rent during the notice period. No reason for termination need be specified in the notice to quit. Thereafter Tenant shall surrender the premises in accordance with the provisions of this Lease.

**31. MOVE-OUT INSPECTION/SURRENDER OF PREMISES**

Tenant shall, 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 in broom-clean condition, 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’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 to accomplish same shall be taken by the Landlord at the Tenant's expense. Tenant must deliver all keys to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Tenant is hereby advised that Tenant's obligation to pay Rent, utilities, and to maintain the Premises does not cease until such time as Landlord has recovered legal possession, which is deemed to be when the keys are returned to Landlord and when Tenant has notified Landlord, in writing, that Tenant has vacated the Premises or when possession has been recovered through the legal eviction process, during which period charges will accrue to Tenants account.

Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Premises if Tenant notifies Landlord by certified mail of Tenant's intention to move, date of moving and Tenants new address. Such notice, from Tenant to Landlord, must be mailed at least fifteen (15) days prior to date of moving. Upon receipt of notice, Landlord shall notify of the time and date when the Premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

If Tenant holds-over (fails to vacate) the Premises after proper notice, Landlord may hold the Tenant accountable for Rent for the period of the holdover and for consequential damages due to an incoming Tenant's inability to enter the Premises because of Tenant's holdover occupancy. Tenant further agrees that all personal property abandoned by tenant after seven (7) days following termination of lease may be disposed by landlord without liability.

**32. REQUIRED LICENSES & CERTIFICATES**

The Landlord affirms that the rental facility is licensed in accordance with county code or applicable municipal law.

**33. TENANT ACCEPTS PROPERTY**

Tenant has been provided with an opportunity to inspect the Premises and accepts the Premises in its present condition unless otherwise agreed in writing.

**34. ATTORNEY’S FEES AND COURT COSTS**

Should Landlord bring an action to enforce any provision of this Lease and prevail in such action, Tenant shall reimburse the Landlord for all reasonable attorney’s fees, necessary expenses, and court costs incurred by Landlord.

**35. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS**

Tenant may contact the state, county or municipal police departments in which the Premises is located or check the “Sex Offender Registry” at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Premises or the presence of registered sexual offenders who live or work within the vicinity of the Premises. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Premises. Tenant further acknowledges that no real estate licensee involved in the leasing of the Premises, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Premises.

**36. RETALIATORY EVICTIONS**

Landlord shall not evict Tenant arbitrarily or arbitrarily increase the rent or decrease the services to which Tenant is entitled under this Lease or under law for any of the following reasons:

1. Tenant or his agent has filed a good faith written complaint or complaints with Landlord or with any public agency or agencies against Landlord; or,
2. Tenant or his agent has filed a law suit or law suits against Landlord; or,
3. Tenant is a member or organizer of any tenant organization; or,
4. Tenant has testified or participated in a lawsuit involving the landlord.

**37. RENTER'S INSURANCE**

TENANT IS STRONGLY URGED TO OBTAIN AN INSURANCE POLICY SO THAT TENANT MAY BE PROTECTED AGAINST DAMAGES TO HIS PROPERTY AND PERSON WHICH MAY TAKE PLACE IN OR ABOUT THE DWELLING UNIT, BUT WHICH OCCUR WITHOUT NEGLIGENCE OF LANDLORD. LANDLORD DOES NOT CARRY ANY INSURANCE ON TENANTS' PERSONAL POSSESSIONS AND IF TENANT WISHES TO BE INSURED, AN INSURANCE CARRIER WHICH PROVIDES RENTER'S INSURANCE SHOULD BE CONTACTED. **Tenant’s Initials \_\_\_\_\_\_**

**38. RENT ESCROW.** In accordance with county code, a rent escrow is lawful and payment by Tenant of the rent due under this Lease into such escrow, in accordance with provisions of applicable law, is a lawful tenant remedy.

**39. ENFORCEABILITY**

If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby, and each and every provision, in whole or in part, of this lease shall be enforceable to the fullest extent permitted by law.

**40. FINAL AGREEMENT**

The parties to this agreement acknowledge by affixing their signatures hereto that they have read and understand all provisions and conditions included in this agreement and that the agreement is full and complete and there are no other implied or verbal understandings other than those included in this agreement.

**EQUAL HOUSING OPPORTUNITY**

It is Landlord’s policy to comply with the Fair Housing Act of 1986 and all Amendments to the Act and EQUAL HOUSING OPPORTUNITY with any applicable state and local ordinances and regulations so as to assure equal housing opportunities to all applicants and residents.

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_, Owner of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_