THIS LEASE, made effective the **[number]** day of **[month year]**, between **[landlord name]** (hereinafter referred to

as "Landlord" or "Landlord/Agent") and [tenant name] (hereinafter referred to as "Tenant").

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as [rental property address], for the term beginning [date] and ending on the last day of [date], and effectuated on a month-to-month basis during this term period, at a total rent of [total annual rent represented in text] (\$annual rent represented in numbers) payable at in equal monthly installments of [total monthly rent represented in text] (\$monthly rent represented in numbers) in advance on the first day of each and every month ("Rent Due Date") of said term. This Lease is commencing on a day other than the first of the month, however Tenant has agreed to pay the full amount of rent for the first month before occupying the property; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said rent as set forth herein.

Tenant Initials

1. Tenant agrees to pay rent to [landlord name and address] (or at such other place as Landlord may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may avail herself of any remedy afforded her under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord/Agent 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. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise. Tenant has the option to pay monthly rent by check mailed to Landlord's address, noted elsewhere in this paragraph or via Venmo to [landlord electronic payment handle]

ADDITIONAL CHARGES

2. Tenant agrees that in the event Tenant fails to pay any installment of rent within ten (10) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the unpaid rent then due. However, the ten (10) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of Twenty-five Dollars (\$25.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

SECURITY DEPOSIT

3. Tenant will deposit with the Landlord/Agent the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) at the time of signature of this lease.

The security deposit shall be held by the Landlord as collateral security for the faithful performance by the Tenant of all Tenant's obligations under this Lease. If any rent or additional charges shall be overdue and

unpaid, or if Tenant shall fail to observe or perform any of its obligations under this Lease, then Landlord may, at her option and without prejudice to any other remedy to which Landlord may be entitled, appropriate and apply said entire security deposit or so much thereof as may be necessary to compensate Landlord in respect to the payment of rent or additional charges such as unpaid utility bills, that may remain due and owing at the expiration of this Lease or damages sustained by the Landlord due to such breach on the part of Tenant (including damages to the property in excess of normal wear and tear caused by the Tenant, Tenant's family, guests, agents, employees, trades people, or pets or other damages and expenses suffered by the Landlord as a result of a breach of any covenant or provision of this lease. Tenant shall forthwith upon demand restore said security deposit to the original sum deposited, which amount shall constitute additional rent.

Should Tenant comply with all obligations under this Lease and promptly pay all the rent and additional charges, the balance of the security deposit shall be returned in full to Tenant at the end of the term after delivery of possession of the Demised Premises to Landlord in accordance with the terms of the Lease and after final adjustment of rent and additional charges is made.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the thirty (30) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages including applying monies from security deposit to address damages and deficiencies.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return to such security deposit to the assignor.

RENEWAL OF LEASE TERMS (Landlord and Tenant(s) to initial one selection):

4.	
	 A. NONE. Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.
	 B. MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the Initial Term by giving written notice to the other party_days prior to the end of the Initial Term. Either party may terminate the month-to-month lease at the end of any rental month, provided that written notice of not less than thirty (30) days is given to the other party_days prior to the last day of the desired final rental month of the tenancy. NOTICE: notice requirements vary depending

on the jurisdiction.

C. YEAR-TO-YEAR: This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party as follows:

NOTICE: any written notice given pursuant to renewal term becomes effective upon the first day of the month following delivery of the notice.

ACCEPTANCE OF PROPERTY

- 5. a. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant acknowledges that he/she has been given an opportunity to examine the premises, that he/she has examined the premises and found them to be in satisfactory condition, unless otherwise specified herein.
- b. List of existing damages. Within fifteen (15) days of occupancy, Tenant has the option of requesting of the Landlord, in writing, a list of all existing damages to the premises. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified herein or as required by law.
- c. Landlord's covenant to repair and express warranty of habitability. See Carroll County Chapter 171 Livability Code https://codelibrary.amlegal.com/codes/carrollcounty/latest/carrollcounty_md/0-0-0-26095#JD_Chapter171

USES/AUTHORIZED OCCUPANT

6. The premises will be used solely for residential purposes and be occupied by no more than <u>four (4)</u> persons, including children. The following persons and no others, except after-born children, are authorized by Landlord to reside within the demised premises:

[Names of all occupants]

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/Agent 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/Agent 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.

<u>Guests</u>. Persons visiting Tenant may not reside at the premises for more than two (2) weeks in aggregate 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.

NOTICES

7. Any written notice regarding any of the provisions of this Lease must be given by Tenant on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Notice is effective upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage prepaid.

<u>Landlord</u> <u>Tenant</u>

[Landlord Name and Address]

[Tenant Name and Address]

PETS

8. The Tenant is not allowed to keep pets on the premises except with the written permission of the Landlord/ Agent. Tenants who have pets agree to pay the cost of having the demised premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy if deemed necessary by the Landlord and at the determination and sole discretion of the Landlord. Pet deposit shall be applied to said cleaning service fees. Funds remaining after said service, or in their entirety if no cause for cleaning service exits at the termination of occupancy, shall be refunded to Tenant. Tenant further agrees to pay for any and all damages caused by pets to the premises.

Tenant is authorized to have pets:

 $\underline{\underline{\text{Yes}}}$ $\underline{\underline{\text{No}}}$ # ALLOWED: $\underline{\underline{0}}$ TYPE OF PET(S): $\underline{\underline{\text{N/A}}}$ WEIGHT: $\underline{\underline{\text{N/A}}}$

MAINTENANCE

9. Tenant must generally maintain the rental dwelling, and the garage, shed and other appurtenances, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks, replacement of HVAC filters, fuses, batteries and light bulbs; clearing of gutters, window wells and drainage areas; cleaning of chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals,

trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers.

Tenant must not refinish or shellac the wood floors and shall maintain them with non-abrasive cleaning products. Tenant must keep grass and shrubbery trimmed and maintained; must remove leaves and debris; must promptly remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Grease, coffee grounds and other foods are to be discarded and not be allowed to enter or clog sink, drains or toilets. Likewise, all sinks, drains and toilets are to be used only for the purpose for which they are intended. If sinks, drains or toilets are used improperly, the costs of unstopping them and any resulting damages may be charged to the Tenant.

Landlord/Agent is responsible for replacement of or repairs to structural elements of the building, major appliances (including washers and dryers) and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, linters, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if notification to the Landlord/Agent is impractical or impossible, the Tenant may request reasonable and necessary repairs to alleviate the emergency condition at Landlord's expense; Tenant must immediately notify the Landlord in writing of such repairs.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord/Agent. It is further agreed and understood that in the event the items described as Tenant's responsibilities in this lease are not properly maintained in accordance with the terms hereof, after ten (10) days written notice from the Landlord/Agent to Tenant of the need for maintenance if the maintenance is not performed, the Landlord/Agent has the right to complete the necessary maintenance and charge the Tenant for the expenses up to a maximum of \$50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of \$250.00 for total maintenance costs per annual lease term. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this lease and may elect to terminate this lease. Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, his family, guests, employees, invitees or pets.

If, under the terms of this Lease, Landlord has agreed to furnish any service or utility at Landlord's cost and expense, Landlord may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Landlord temporarily stop or curtail the furnishing of any such service or utility, Landlord shall use due diligence in restoring such service or utility.

In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the

event of the rationing or non-delivery of same, Landlord is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

RULES AND REGULATIONS (N/A)

10. 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 N/A. A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner 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. In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Depository of the Clerk of the Carroll County Circuit Court. 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.

Initials: N/A

UTILITIES

11. Where applicable, Tenant must pay fuel charges, electric, water, sewer use, telephone, cable, and any other utilities for the premises as and when the same become due, and make all required deposits. Additionally, Tenant is responsible for trash removal charges if that service is provided by a private hauler and the facility is not located in a County collection district. The Tenant agrees to furnish a receipted water bill for the above premises to Landlord/Agent at termination of the Lease, extension or renewals thereof.

Weekly trash and recycling removal is included in the monthly rent. Regular pest control treatments, scheduled for Three (3) times each year are included. Treatments will be scheduled with Tenant and Tenant must provide access to the property for scheduled pest control treatments.

SMOKE DETECTORS

12. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

TENANT'S RESTRICTIONS REGARDING PROPERTY

- 13. A. ALTERATIONS: Tenant, without the prior written permission of the Landlord/Agent, 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 cooling units, radio or television antennae, subscription or pay television devices, 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 without first obtaining Landlord's written consent.
- B. VEHICLE PARKING: Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions. No vehicle maintenance, excepting washing of Tenantowned or leased vehicles, may be performed on the premises.

- C. TRASH: All garbage and trash must be placed in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.
- D. WATERBEDS: Tenant acknowledges that waterbeds are not permitted on or about the Property.
- E. SMOKING/VAPING: Tenant acknowledges that smoking and/or vaping is <u>not</u> permitted on or about the Property.
- F. LANDSCAPING: Tenant is permitted to trim shrubs, seed the lawn, and develop and maintain flower beds and a vegetable garden. Tenant must contact Landlord for permission to remove living trees and shrubs.

WATER/MOISTURE/MOLD

14 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 the Property. 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 and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property 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.

Dehumidifier has been installed in the basement laundry room and drains through the sump pump
opening. Tenant will ensure that dehumidifier is working properly and running at no more than 55%
humidity levels.

TENANT'S INITIALS	TENANT'S INITIALS

INSURANCE

15. a. 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 a Renter's insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.

SUBLET/ASSIGNMENT

16. Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant

satisfies established standards set forth by Landlord for all prospective subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

HOLD HARMLESS

17. Tenant must indemnify and save Landlord/Agent 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 leased premises which is within the exclusive control of the Tenant. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law as determined by a court of law.

JOINT AND SEVERAL LIABILITY

18. 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.

LANDLORD/AGENT ACCESS TO PREMISES

19. Landlord/Agent may enter the premises after due notice (24 hours) to the Tenant and without Tenant objection in order to examine the same to make necessary repairs, decorations, alterations or improvements or to supply services during normal business hours. Landlord/Agent may enter the premises after due notice (24 hours) to Tenant and without objection for good cause from Tenant to exhibit the premises to prospective purchasers, mortgagees, or tenants during normal business hours, including weekends, except as otherwise may be agreed upon by the Landlord/Agent and the Tenant. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation and may enter after 24 hours notice to the Tenant if the Landlord/Agent has good cause to believe the Tenant may have damaged the premises or may be in violation of County, State, or Federal law. Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.

During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord/Agent 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 property. Tenant is advised that on occasion he or she may be asked to exhibit the premises on less than twenty-four (24) hours notice.

DEFAULT

20. In the event of any default hereunder or if the Landlord/Agent 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, servants, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord/Agent, the Common Ownership Community identified in Paragraph 10 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination, and this Lease must terminate on the last day of the first complete month following delivery of such notice. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law, may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

WAIVER CLAUSE

21. Any waiver of default hereunder is not to be deemed a waiver of this Agreement of any subsequent default. Acquiescence in default shall not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.

TERMINATION-HOLD OVER

- 22. a. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice of termination prior to the Rent Due Date. If Tenant holds over after the expiration of the term of this Lease, he shall, with the Landlord/Agent's consent and in the absence of any written agreement to the contrary, become a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provision of this Lease shall remain in full force and effect.
- b. If Tenant holds over (fails to vacate) the premises after proper notice, Landlord/Agent 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.
- c. In the event Landlord contracts to sell the Premises on which the Leased Unit is a part, and it is a requirement of that Contract of Sale that the Tenant must vacate prior to settlement, then in that event, Landlord may terminate the Lease upon ninety (90) days prior written notice to Tenant. This Lease shall then automatically terminate at the end of the ninety (90) day period and the Tenant shall vacate the Leased Unit on or before the end of the ninety (90) day period or will otherwise be in default and treated as a Holdover Tenant under this Lease.

MOVE-OUT INSPECTION/SURRENDER OF PREMISES

- 23. a. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. 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/Agent'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/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.
- b. 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 fifteen (15) days prior to Tenant's date of moving of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within three (3) days before or five (5) days after the date of moving as designated in Tenant's notice.

ABANDONED PROPERTY

24. Any personal property which is left on the premises after termination of the tenancy shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

DESTRUCTION

25. If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall 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 the same, such repairs will be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

SUBORDINATION

26. This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any documents(s) which the landlord or lenders(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request therefor from the Landlord or the lenders(s), the Landlord will have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to become a tenant to any subsequent owner of the Property.

ESTOPPEL CERTIFICATE

27. Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge; and (c) that Tenant does not have any actual or pending claim against Landlord.

EVICTION ASSISTANCE

28. General information and assistance is available from the Human Services Program of Carroll County. Call this 24 -hour hotline that provides information about eviction prevention programs specific to your zip code: (800) 492-0618 or (410) 685-0525.

AGENCY (N/A)

29. The Owner recognizes __N/A___ as the agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent. The Owner acknowledges ____ as his Agent with respect to this Lease and as the procuring cause thereof. In the event of the sale of this property to the Tenant during his occupancy, or within sixty (60) days after termination of this Lease, or every extension thereof, the Agent shall be recognized as the procuring cause of the sale and shall be paid a brokerage fee of ____% of the sales price as compensation for his services. Sale shall include sale, exchange, trade, syndication or any similar transaction involving a transfer of ownership.

MANAGEMENT

30. These premises will be managed by **[landlord name]**(Owner)(Agent). 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 Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and

Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by the terms of Paragraph 3 and 33 of this Lease Agreement regarding the Security Deposit.

AUTHORIZATION TO INSTALL KEYBOX

31. The undersigned Tenant agrees that the Landlord/Agent, during the last thirty (30) days of this Lease Agreement or any extension thereof, may install a Keybox on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property 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 agrees for himself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Howard County Association of REALTORS, Inc. 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 of law as determined by a court of law.

TENANT'S INITIALS:	

CANCELLATION BY TENANT IN INITIAL TERM

32. Reasonable cause beyond Tenant's control. The initial term of this Lease may be terminated upon thirty (30) days' written notice prior to the Rent Due Date, to run from the first day of the month through the last day of that same month to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date and rent due during this notice period.

RETURN OF SECURITY DEPOSIT

33. Tenant may not utilize the Security Deposit as rent and must not apply the same as the last month's Rent. The Security Deposit will be deposited within thirty (30) days after it has been received and maintained in an escrow account, devoted exclusively to security deposits, in a federally insured financial institution which does business in the State of Maryland. The Security Deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. The Landlord must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the Property together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, Landlord must return the Security Deposit to Tenant together with simple interest which will accrue at the legal rate less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord, provided the said Security Deposit is Fifty Dollars (\$50.00) or more. Interest on the Security Deposit shall not be compounded. Landlord need not notify Tenant of his/her intention to withhold all or any part of the Security Deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event Tenant may make demand for return of the Security Deposit by giving written notice by first class mail to Landlord within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Landlord, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the Tenant.

Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to Tenant for the maintenance of the Security Deposit as required by law.

Tenant acknowledges that this paragraph (SECURITY DEPOSIT) shall serve as receipt of Security Deposit.

TENANT'S INITIALS	TENANT'S INITIALS

RENT INCREASES

34. a. Frequency and Amount. After the initial term of this Agreement, Landlord may, from time to time and to the maximum extent permitted by law, increase rent for the demised premises. Rents may only be increased once per twelve (12) month period.

b. Notice. Sixty (60) days' prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept the rent payment less than that called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.

c. Acceptance. Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must so notify the Landlord/Agent within thirty (30) days of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord's notice under (b) above.

LEAD PAINT

35. Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. All residential properties built prior to 1978 must be registered with the Maryland Department of the Environment. Tenants must receive the Federally approved pamphlet "Protect Your Family from Lead in Your Home", and a copy of current lead inspection certificate.

Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the Property was built during or after 1978 and the Federal Program does not apply.

(TENANT'S INITIALS)	(TENANT'S INITIALS)
ADDITIONAL PROVISIONS	

ADDENDUM			
37. Addendum attached: Yes	No_	_X	Number of Pages

MISCELLANEOUS

36. Further Provisions and Additions

- 38. a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.
- b. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.
- c. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.
- d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
- e. Feminine or neuter pronouns can be substituted for those of masculine form, and the plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.
- f. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

MILITARY CLAUSE

39. In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this lease, and Tenant subsequently receives permanent change of station orders or temporary change of station orders for a period in excess of 3 months, Tenant's liability to pay rent may not exceed: (1) 30 days rent after written notice and proof of the assignment is given to the Landlord and (2) the cost of repairing

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damage to the premises caused by the Tenant. This clause also applies to those persons who receive orders releasing them from military service.

CRIMINAL ACTIVITY AND SEXUAL OFFENDERS

40. Tenant may contact the state, county or municipal police departments in which the Property 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 Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. 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 Property. Tenant further acknowledges that no real estate licensee involved in the leasing of the Property, 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 Property.

TENANT AND LANDLORD MAY MEDIATE DISPUTES

41. In the event a dispute between Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS®, the Maryland Association of REALTORS®, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

ATTORNEY'S FEES AND COURT COSTS

42. Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

LANDLORD DOES NOT WAIVE LEGAL RIGHTS

43. The failure of Landlord to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Landlord of such term or condition or an election for future instances.

HEIRS AND ASSIGNS ARE BOUND BY LEASE

44. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Landlord and Tenant.

CONTROLLING LAW

45. This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the

rights and	obligations of	of the parties	will be	construed	and e	nforced	as if the	contract	did not	contain	the
particular	part, term, or	provision he	eld to be	e invalid.							

TIME IS OF THE ESSENCE

46. Time is of the essence of this Lease.

IN WITNESS WHEREOF , the parties hereto agree to abide by all of the terms and conditions in this lease agreement.					
Landlord/Owner:					
[Landlord Name] [Landlord Address] [Landlord phone]	Date				
TENANT(s):					
Signature	Date				
Signature	Date				
Tenant #1 Telephone Number	Tenant #1 Email				

Tenant #2 Email

Emergency Contact Name and Telephone

Tenant #2 Telephone Number