

# GENERAL RESIDENTIAL DWELLING LEASE

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1. **DATE OF LEASE OFFER:** \_\_\_\_\_
2. **LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD** (Collectively referenced herein as "Landlord"):

3. **TENANT:**

4. **LEASED PROPERTY ADDRESS ("THE PROPERTY"):**

5. **INITIAL LEASE TERM:** Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of \_\_\_\_\_ commencing on the \_\_\_\_\_ day of \_\_\_\_\_ (mo./yr.) and ending on the \_\_\_\_\_ day of \_\_\_\_\_ (mo./yr.) (the "Initial Term"), at a total rental of \_\_\_\_\_ Dollars (\$) for said Term, due and payable in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus if applicable the sum of \_\_\_\_\_ Dollars (\$) on \_\_\_\_\_ as "pro rata" rent for the period \_\_\_\_\_ through \_\_\_\_\_.

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 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 agrees to pay rent to \_\_\_\_\_ at \_\_\_\_\_

(or at such other place as Landlord may from time to time designate) without deduction, demand or offset 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 Landlord may pursue any remedy, whether at law or in equity, afforded 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 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 shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

6. **PERSONS WHO WILL OCCUPY THE PROPERTY:** Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons:

Tenant represents and warrants to Landlord that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Landlord on the application for tenancy form, as signed by Tenant.

**7. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial one selection):**

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. The State requires that Landlord give 90 days' notice to Tenant of termination of a lease with a term of a year or longer**

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, provided that written notice of not less than ninety (90) days is given to the other party \_\_\_\_\_ days prior to the last day of the desired final rental month of the tenancy.

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

8. **PAYMENT OF RENT:** Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than \_\_\_\_\_ (\_\_\_\_) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. If a check is accepted by Landlord from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a \$ \_\_\_\_\_ charge to Landlord as additional rent. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such charges and fees as Landlord has for the non-payment of rent. 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. Should the Landlord accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of the Lease which require the payment of rent as specified herein.

9. **TENANT RESPONSIBLE FOR ADDITIONAL RENT:** Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all damages, costs and/or expenses which the Landlord may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Landlord shall have the same remedies for the collection of such payments as Landlord has for non-payment of rent under this Lease.

10. **ACTIVE MILITARY DUTY:** 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 a "change of assignment" as defined in Section 8-212.1 of the Real Property Article, Annotated Code of Maryland, Tenant's liability to pay rent may not exceed: (1) any rent or lawful charges then due and payable plus 30 days' rent after written notice and proof of the change of assignment is given to the Landlord; and (2) the cost of repairing damage to the premises caused by an act or omission of Tenant.

11. **LEGAL RIGHTS OF LANDLORD:** If Tenant shall fail to pay the rent or any additional rent as herein provided, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Landlord may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law; (b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Landlord at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Landlord of any available action by Landlord against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Landlord prior to or subsequent to such termination and/or recovery of possession.

12. **DELIVERY OF NOTICES:** All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Landlord of any portion of the Security Deposit shall be mailed by Landlord to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this Lease.

All notices required to be given by Tenant to Landlord, and all rent, shall be delivered to the following address:  
(Notices shall be given by certified mail.)

Name \_\_\_\_\_ ☐ Landlord ☐ Property Manager  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

13. **SECURITY DEPOSIT:** In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with Landlord the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), ("Security Deposit") receipt of which is hereby acknowledged, which sum does not exceed two (2) months' Rent. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.** The Security Deposit is to be held as collateral security and applied to any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the Property in excess of ordinary wear and tear caused by the Tenant, Tenant's family, guests, agents, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease.

**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.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the Property. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) 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.

Tenant has the right to have the Property inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the Tenancy if Tenant so requests, in writing, by certified mail, to Landlord within fifteen (15) days of the Tenant's occupancy of the Property. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Property if Tenant notifies Landlord by certified mail of Tenant's intention to move, date of moving and Tenant's new address. Such notice, from Tenant to Landlord, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord shall notify Tenant by certified mail of the time and date when the Property is 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.

In the event of a sale of the Property or the transfer or assignment by Landlord of this Lease, Landlord 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 Tenant with the name and address of the transferee, Landlord is released from all liability for the return of the Security Deposit and Tenant must look solely to the new Landlord 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.

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

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

**14. PETS/SERVICE ANIMALS:**

- A. **PETS** Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property 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. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage. Additionally, Tenant agrees to pay for any and all damages caused by pets to the Property.

Tenant is authorized to have pets:

Yes ☐ No ☐ # ALLOWED \_\_\_\_\_ TYPE OF PET(S) \_\_\_\_\_ WEIGHT \_\_\_\_\_

Pet Deposit: \$ \_\_\_\_\_ has been added to the security deposit in consideration of Landlord allowing Tenant to keep pet on the Property. **NOTICE: Total security deposit, including pet deposit, may not exceed two months' rent.**

- B. **SERVICE ANIMALS** If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant is authorized to have service animals:

Yes ☐ No ☐ # ALLOWED \_\_\_\_\_ TYPE OF SERVICE ANIMAL(S) \_\_\_\_\_

15. **TENANT'S RIGHT TO OCCUPY THE PROPERTY:** Landlord agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.
16. **SMOKE ALARM INSTALLATION AND MAINTENANCE:** Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. **NOTICE: Local jurisdictions may have additional requirements.** Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of

17. **CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE:** Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors in accordance with state or local law. Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

**TENANT CERTIFICATION:** I hereby certify that I am an adult and that I have received from Landlord written information concerning the manufacturer's recommendation for maintenance and testing of the carbon mon-oxide detector(s).

18. **TENANT'S USE OF KEYS AND LOCKS:** No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord's prior written consent. \_\_\_\_\_ keys will be furnished to Tenant and any additional keys required will be obtained from Landlord and paid for by Tenant. Duplicate key(s) will not be made without Landlord's prior written consent. All keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant. \_\_\_\_\_ furnished to Tenant and any additional keys required will be obtained from Landlord and paid for by Tenant. Duplicate key(s) will not be made without Landlord's prior written consent. All keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.



22. **UTILITIES AGREEMENT:** The obligations of Landlord and Tenant with respect to the provision of utilities shall be as follows:

UTILITY	FURNISHED AT COST OF	
a. Cable TV	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
b. Cold Water/Sewer	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
c. Cooking Fuel	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
d. Electricity	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
e. Heating Fuel	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
f. Heating of Water	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
g. Trash Removal	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

In the event the Property uses oil/propane for heat, the arrangement is as follows:

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Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease.

23. **AGREEMENT FOR REPAIR OF UTILITY OR SERVICE:** 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.
24. **AGREEMENT IF UTILITIES ARE INTERRUPTED:** 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.
25. **MAINTENANCE AND REPAIRS:** Landlord shall maintain, and/or repair/replace (if necessary in Landlord's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Landlord of any condition which is the obligation of Landlord to repair or replace.

Except as provided above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Landlord, in Landlord's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

In the event the Property is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for collection of such costs as Landlord has for the non-payment of rent under this Lease.

Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

26. **LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Landlord shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate.
27. **SHOWING OF PROPERTY FOR RENT OR SALE:** During the last \_\_\_\_\_ days of this Lease, or any renewal thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of \_\_\_\_\_ to \_\_\_\_\_ daily. Landlord shall give Tenant reasonable notice of such showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.
28. **INSPECTIONS:** Tenant acknowledges that Landlord has the right to be present at any and all inspections in and about the Property, and agrees to notify Landlord prior to any inspection.
29. **TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS:** Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.
30. **TENANT'S RESTRICTIONS REGARDING PROPERTY:**
- A. **CHANGES TO THE PROPERTY:** Tenant shall not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, nor make any alterations, additions, or improvements, including painting or electrical work, to the Property 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.
  - C. **TRASH:** All garbage and trash must be placed in dumpsters (if provided) or 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:** Tenant acknowledges that smoking is not permitted on or about the Property.
  - F. **SPACE HEATERS:** Tenant acknowledges that space heaters are not permitted on or about the Property.
31. **WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA:** In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is \_\_\_\_\_
32. **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 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



\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
TENANT'S INITIALS

A. **FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Federal Program") requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease.

C. **AGE CLASSIFICATION OF PROPERTY:** Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that:

☐ Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

1. **Under Federal Law** (The Residential Lead-Based Paint Hazard Reduction Act of 1992)
  - a. The EPA “Protect Your Family From Lead In Your Home” brochure.
2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)
  - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment
  - b. The EPA “Protect Your Family From Lead In Your Home” brochure (the same brochure as in 1.a.).

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\_\_\_\_\_/\_\_\_\_\_TENANT'S INITIALS

- I acknowledge reading and understanding the foregoing warning concerning flooding. I have 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.

\_\_\_\_\_/\_\_\_\_\_TENANT'S INITIALS

40. **TENANT'S RESPONSIBILITY AT END OF TERM:** Tenant agrees to surrender the Property to Landlord at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.
41. **FAILURE TO VACATE AT TERMINATION:** If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord may in accordance with Maryland law (a) eject Tenant and take possession of the Property; (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rent; and/or (c) exercise any other remedy granted to a landlord under Maryland law.
42. **TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE:** Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect. Landlord may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.
43. **TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS DAMAGED:** If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Landlord elects to repair the damage to the Property, then Landlord shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.
44. **TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT:** If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Landlord and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.
45. **LANDLORD'S RIGHT TO RE-RENT THE PROPERTY:** If the Property becomes vacant because of the exercise by Landlord of Landlord's remedies under this Lease, or should Tenant abandon the Property, Landlord may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. Abandonment of leased Property means there is an absolute relinquishment of Property by Tenant consisting of act and intention. Tenant, upon demand by Landlord, shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and may be liable to Landlord for the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property(ies) owned by Landlord.
46. **TENANT AND LANDLORD MAY MEDIATE DISPUTES:** 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.
47. **ATTORNEY'S FEES AND COURT COSTS:** 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.
48. **LANDLORD DOES NOT WAIVE LEGAL RIGHTS:** 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.

49. **HEIRS AND ASSIGNS ARE BOUND BY LEASE:** 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.
50. **CONTROLLING LAW:** 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 the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
51. **REAL ESTATE BROKER LEGAL LIMITATIONS:** As used in this Lease, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 11 of this Lease; (b) the two (2) named Sales Associates identified on Page 11 of the Lease; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. Landlord and Tenant understand and acknowledge that any broker and broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by broker or any agent, subagent, or employee of broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Landlord and Tenant resulting in broker or broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Landlord and Tenant, jointly and severally, agree to indemnify broker and broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by broker or broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against broker or broker's agents, subagents, or employees for any wrongdoing.
52. **REAL ESTATE LICENSEE DISCLOSURE:** If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.
53. **AGENCY DISCLOSURE:** If applicable, Landlord and/or Tenant acknowledges receipt of "Understanding Whom Real Estate Agents Represent."
54. **TIME IS OF THE ESSENCE:** Time is of the essence of this Lease.

55. **ADDITIONAL PROVISIONS:**

ADDENDUM(S) ATTACHED CONCERNING

56. **ADDENDUM:** (See attached Local City/County Notices/Disclosure attached hereto and made part of this Lease).

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

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Tenant's Signature

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Tenant's Signature

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Landlord or Authorized Representative of Landlord

# **MDE LEAD POISONING PREVENTION PROGRAM SUMMARY OF OWNER RIGHTS AND RESPONSIBILITIES**

## **PURPOSE**

- To reduce childhood lead poisoning
- To provide liability relief to rental property owners meeting basic risk reduction standards

## **I. SCOPE**

Portions of the law apply to every residential rental dwelling unit built prior to 1979 Exemptions are allowed for:

- A. Government owned or operated housing subject to a stricter standard
- B. Hotel, motel, or seasonal rentals
- C. Certified lead free by MD accredited inspector

## **II. FEES**

For properties built in 1950 and up to and including 1978:

- A. If opting into the programs, \$10 per unit per year
- B. If opting out of the program, \$5 per unit per year
- C. For properties built before 1950, \$10 per unit per year

## **III. REGISTRATION**

- Required to properties built before 1950
- Register on MDE form with Unique Owner ID #
- Registration updated annually
- Changes in ownership and property management must be reported within 30 days

## **IV. TURNOVER UNITS: RISK REDUCTION TREATMENT**

At turnover (changes of occupancy) of a unit, the Owner must meet Full Risk Reduction Standard by either:

- A. Passing a lead dust test; or
- B. Performing the following Lead Hazard Reduction Treatments:
  - Remove any chipping, peeling or flaking paint and repaint
  - Repair structural defects that cause paint to chip, peel and flake
  - Strip, replace and encapsulate interior sills
  - Cap window wells in order to make them smooth and cleanable
  - Fix the top sash of all windows to prevent friction caused by the opening and closing of windows
  - Rehang all doors to prevent rubbing
  - Ensure that kitchens and bathrooms have smooth, water-resistant floors
  - Make all bare floors smooth and cleanable; and
  - HEPA-vacuum and phosphate wash the interior of the unit

Treatments must be performed by an accredited contractor or under the supervision of an accredited supervisor; compliance must be verified by an accredited inspector and a report submitted to MDE.

## **V. OTHER TREATMENT REQUIREMENTS**

Owing must satisfy the Modified Risk Reduction Standard in response to:

- A. A notice that a child under six or a pregnant women in the unit has an elevated blood level (EBL) of 15 micrograms or more per deciliter of blood
- B. A notice that the unit contains a defect such as chipping, peeling or flaking paint
- C. In general response to be made within 30 days

Modified treatment is the same as the full treatment except there is no obligation to smooth bare floors and HEPA-vacuuming and phosphate washing are limited to the area of repairs. Compliance is confirmed by submitted to MDE of statement of work verified by an accredited contractor or supervisor.

- 50% of an Owner's units must receive Full Risk Reduction Treatment by 10/1/99
- 100% of units must reach at Least Modified Risk Reduction Standard by 10/1/2004

VI. QUALIFIED OFFER

Owner who receives notice of a child or pregnant woman in a unit with an EBL of 25 micrograms or more per deciliter of blood may make a Qualified Offer, using a form developed by MDE, consisting of:

- A. Payments up to \$9,500 to relocate household to lead-safe housing; and
- B. Payments up to \$7,500 for uncovered, lead-related medical expenses.

VII. LIMITED LIABILITY PROTECTION

Owner may make a qualified offer if Owner:

- A. Registers Units
- B. Sends Notice to Tenant's Rights and Lead Information Packet (Protect Your Family From Lead) to Tenant (Given to new tenants at turnover, to current tenants now and every two years thereafter)
- C. Complies with Full Risk Reduction Standard at turnover or, upon receipt of notice, Modified Risk Reduction Standard during tenancy

VIII. DISCLOSURE ON SALE

At or prior to time contract of sale is executed, owner must disclose to prospective buyer any obligation to perform Risk Reduction Treatments not yet performed that have been triggered by turnover, Notice of defect, or EBL of 15 or above.

**NOTE: This is in addition to any disclosure requirements contained in the Federal law commonly known as Title X, section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992.**

IX. MDE ENFORCEMENT

- Department has authority to order compliance
- Assess civil penalties against inspectors, supervisors and owners for non-compliance
- Perform spot checks to ensure and order compliance

**FOR ADDITIONAL INFORMATION, CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT, LEAD POISONING PREVENTION PROGRAM AT 410-631-4199 OR 1-800-776-2706 (TDD 410-631-3009).**

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Tenant's Signature

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Tenant's Signature

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Landlord or Authorized Representative of Landlord

**RECEIPT  
LEAD-BASED PAINT DISCLOSURE TO TENANT**

Tenant(s)

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Landlord(s)

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Property

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The Maryland Lead Poisoning Prevention Program (the "Program") requires the owner of residential real property participating in the Program, whether on a mandatory or voluntary basis, to deliver to tenant, before a lease is entered into and every two (2) years thereafter, a copy of the "Notice of Tenant's Rights, Lead-Poisoning Prevention" as published by the Maryland Department of the Environment (the "Notice") and the EPA brochure entitled "Protect Your Family From Lead In Your Home" (the "EPA Pamphlet"). Tenant has acknowledged Tenant's receipt of the Notice and EPA Pamphlet prior to the execution of the Lease. In the event Tenant shall continue to occupy the leased premises for two (2) years or longer, Landlord or Landlord's agent will provide Tenant with the Notice and EPA Pamphlet within two (2) years from the date of occupancy and every two (2) years thereafter as required by the Program. The Notice and EPA Pamphlet will be delivered to Tenant either by 1) certified mail, return receipt requested; 2) by hand delivery; or 3) by such other verifiable method as certified mail, return receipt requested; 2) by hand delivery; or 3) by such other verifiable method as approved by the Maryland Department of the Environment. approved by the Maryland Department of the Environment.

Tenant hereby acknowledges receipt of the Notice and the EPA Pamphlet.

<https://mde.maryland.gov/programs/Land/Documents/LeadPamphlets/LeadPamphletMDENoticeOfTenantsRights.pdf>

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**Tenant's Signature**

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**Tenant's Signature**

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**Landlord or Authorized Representative of Landlord**

## AMENDMENT/ADDENDUM

Tenant(s)

Landlord(s)

Property

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows:

Tenant's Signature

Tenant's Signature

Landlord or Authorized Representative of Landlord



# SMOKE ALARM LAWS

## 2018

*Maryland*  
**REALTORS®**



### AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

#### IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

#### IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture\*

#### ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

**NOTE: REGARDLESS OF WHEN BUILT,** battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE  
7/1/75



Located:  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/75 - 1/1/89



Located:  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
1/1/89 - 7/1/90



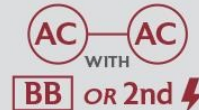
Located:  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/90 - 7/1/13



Located:  
Each hallway outside  
bedroom(s)

BUILT AFTER  
7/1/13



Located:  
Each hallway outside  
bedroom(s) **AND** in  
each bedroom

### BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

\*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

### KEY

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)
- AC-AC: Hardwired interconnected alarm
- BB: Battery Backup
- 2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)