



Single Family Dwelling Lease

Prince George's County, Maryland

(NOTE: This Form is not to be used for rental properties unless the Premises are located in Prince George's County Maryland)

THIS LEASE, made between _____ Landlord ☐ or as Agent of Landlord ☐
("Landlord" or "Landlord/Agent") and _____ ("Tenant").

Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the residentially improved property known as _____, Prince George's County, Maryland ("the Premises"), for the term of _____ beginning on the first day of _____, _____ and ending on the last day of _____, _____ at a total rent of _____ Dollars (\$ _____) payable in equal monthly installments of _____ Dollars (\$ _____)

in advance on the first day of each and every month ("Rent Due Date") of said term. If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent 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/Agent 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/Agent 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/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 paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

1. PRO RATA RENTAL PAYMENTS

It is additionally understood and agreed that Tenant is to commence occupancy of the Premises on _____. Tenant is to pay the sum of _____ Dollars (\$ _____) on _____ as "pro rata" rent for the period _____ through _____.

2. ADDITIONAL CHARGES

Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant shall pay Landlord/Agent, in addition to the Rent, a late charge equal to the maximum amount permitted by law which, in Prince George's County at the time of lease execution is one percent (1%) of the total monthly rental payment per day for each day the tenant is late, commencing with the sixth (6th) day of the period for which rent is due, but not to exceed five percent (5%) of the total monthly rental payment. If Tenant receives public assistance pursuant to Sections 48, 65A, 65B, and 65C of Article 88A of the Maryland Code, and the public assistance check was not mailed on or before the rent due date, the Landlord must wait to charge the late fee beginning on the 6th day after the check was actually mailed. Tenant is responsible for informing Landlord in writing that the check was mailed later than the rent due date, and for providing reasonable, satisfactory evidence. However, the Rent is due and payable on the first of each month, late if received after the first day of the month. Rent is considered paid upon receipt by the Landlord/Agent. 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/Agent'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 (Commercial Law, Title 15, Sec. 15-802) of Thirty-five Dollars (\$35.00) will be automatically applied for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward rent. If the remaining amount is not sufficient to cover the full current month's rent, a late fee will be assessed on the current month's rent.

3. SECURITY DEPOSIT

Is the rental property located in Prince George's County Maryland?

YES _____ (Landlord/Agent Initials) _____ (Tenant Initials)

NO _____ (Landlord/Agent Initials) _____ (Tenant Initials)

If NO is initialed, Do NOT use this Lease.

If YES is initialed, Section 3a below is the applicable law regarding the receipt, maintenance and return of the rental security deposit.

SECURITY DEPOSIT NOTICE - PRINCE GEORGE'S COUNTY

In accordance with Prince George's County Code Sec. 13-159, Tenant has deposited with the Landlord/Agent the sum of _____ Dollars (\$ _____), (Security Deposit) receipt of which is hereby acknowledged, which sum does not exceed two (2) months' Rent. The Security Deposit is to be held as collateral security and applied to any unpaid rent, damage due to breach of lease, or for damage to the leased dwelling unit by tenant, tenant's family, agents, employees, or social guests in excess of ordinary wear and tear.

A security deposit is any advance or deposit of money given to landlord by Tenant for the purpose of securing the performance of the rental agreement or any part thereof.

A landlord shall not impose a security deposit in excess of the equivalent of two (2) months' rent or Fifty Dollars (\$50.00), whichever is greater, per dwelling unit, regardless of the number of tenants.

If landlord charges more than the equivalent of two (2) months' rent or Fifty Dollars (\$50.00), whichever is greater, per dwelling unit, as a security deposit, tenant shall have the right to recover up to three times the extra amount so charged, plus reasonable attorney's fees.

An action under this Section may be brought at any time during the tenancy, or within two (2) years after the lease is terminated.

Landlord shall maintain the security deposit in an interest bearing and insured escrow account in a bank or savings and loan association located within the State of Maryland, and administer it for the benefit of tenant. Security deposit money shall not be commingled with any asset of landlord and shall be identified in some manner as security deposit escrow money. Failure to provide such information shall be cause for denial, suspension, or revocation of the license to operate a multifamily rental facility as required by Section 13-184 of the Prince George's County Code.

Landlord shall give a tenant a receipt for a security deposit. The receipt shall be included as a provision in the lease.

Landlord shall be liable to tenant in the sum of Fifty Dollars (\$50.00) if landlord fails to provide a written receipt for a security deposit.

Landlord shall deposit the security deposit money within thirty (30) days after its receipt. Tenant shall be entitled to interest earned on the deposit as provided under Section 8-203, Real Property Article, Annotated Code of Maryland.

In the event of sale or transfer of the Premises, including, but not limited to, receivership or bankruptcy, the security deposit shall be binding on the successor in interest to the person to whom the deposit is given. Security deposits shall be free from any attachment by creditors.

Any successor in interest shall be liable to tenant for failure to return the security deposit together with interest, as provided by this Section.

Landlord shall return the security deposit to Tenant together with simple interest per annum, less any damages rightfully withheld, within forty-five (45) days after the lease ends or is terminated, in accordance with section 8-203, Real Property Article, Annotated Code of Maryland.

- (1) Interest shall accrue on the security deposit at the daily U.S. Treasury Yield Curve Rate for one year, as of the first business day of each year, or 1.5%, a year, whichever is greater, less any damages rightfully withheld.

- a. Interest shall accrue at monthly intervals from the day the Tenant gives the Landlord the Security deposit. Interest is not compounded.
 - b. No interest is due or payable:
 1. Unless the Landlord has held the Security Deposit for at least six (6) months; or
 2. For any period less than a full month.
- (2) Landlord may utilize the Maryland Department of Housing and Community Development Rental Security Deposit Calculator available at <http://www.dhcd.maryland.gov/RSDCalculator> to determine the appropriate amount of interest payable (if any) to Tenant pursuant to Real Property Article, 8-203 detailed in this section.
- (3) Interest shall be payable only on security deposits of Fifty Dollars (\$50.00) or more.
- (4) If landlord fails, without a reasonable basis as specified in this section, to return all or any part of the security deposit and that portion of the accrued interest within forty-five (45) days after the lease is terminated, tenant shall have the right to recover up to three times the amount so withheld, plus reasonable attorney's fees.

Tenant has the right to be present when landlord or landlord's agent inspects the leased dwelling unit in order to determine if any damage was done to the leased dwelling unit, if tenant notifies landlord by certified mail of tenant's intention to move, the date of moving, and tenant's new address. The notice to be furnished by tenant to landlord shall be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, landlord shall notify tenant by certified mail of the time and date when the leased dwelling unit is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in tenant's notice. Tenant shall be advised of tenant's rights under this paragraph in writing at the time of tenant's payment of the security deposit. Failure by landlord to comply with this requirement forfeits the right of landlord to withhold any part of the security deposit for damages.

The security deposit may not be forfeited to landlord for breach of the rental agreement, except in the amount that landlord is actually damaged by the breach.

In calculating damages for lost future rents, any amounts of rents received by landlord for the leased dwelling unit during the remainder of any of tenant's term shall reduce the damages by a like amount.

A detailed statement of any damages or violations of the lease together with the cost actually incurred shall be mailed by first class mail directed to the last known address of tenant within forty (45) days after the lease is terminated. The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease, or for damage to the leased dwelling unit by tenant, tenant's family, agents, employees, or social guests in excess of ordinary wear and tear.

The failure of landlord to inspect the leased dwelling unit or to mail a notice within forty (45) days in accordance with this section shall cause landlord to forfeit any right to withhold any part of the security deposit for damages.

4. POSSESSION

If on the date of this Lease another person is occupying the Premises and Landlord/Agent is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder is postponed until the Premises are vacated by such other person, and the Rent due hereunder shall abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord/Agent before possession is delivered, may terminate, cancel, and rescind the lease, in such event the Security Deposit and Rent paid must be returned to the Tenant within five (5) business days after Landlord/Agent's receipt of the notice.

5. ACCEPTANCE OF PREMISES

a. Landlord/Agent expressly warrants that the Premises and all common areas are in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with applicable law, as required by Prince George's County Code Sec. 13-153 at the time tenancy commences. Tenant acknowledges that Tenant has been given an opportunity to examine the Premises, that Tenant has examined the Premises and found the Premises to be in satisfactory condition, unless otherwise specified herein.

b. Tenant has the right to have the Premises inspected by the Landlord/Agent in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord/Agent within fifteen (15) days of the Tenant's occupancy. 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. If Landlord/Agent imposes a security deposit, Landlord/Agent must promptly give to tenant, upon Tenant's written request, a report describing all existing damage in the unit, as required by the Real Property Article of the Annotated Code of Maryland. Tenant's request must be made within fifteen (15) days of the start of Tenant's occupancy. If Tenant disagrees with the report, Tenant should give Tenant's own statement to the Landlord within five (5) days after receiving Landlord's report. Landlord is liable to Tenant for three (3) times the amount of the security deposit if Landlord fails to give Tenant such report. Landlord is presumed responsible for the conditions noted in the report.

If Tenant notices a defective condition in the unit which the Landlord/Agent may not know about Tenant must report it to Landlord/Agent within forty-eight (48) hours. If the defect may cause serious damage to persons or property, Tenant must report it immediately.

6. AUTHORIZED OCCUPANT(S)

The premises will be used solely for single-family residential purposes. The following persons and no others, except after-born children, are authorized by Landlord to reside within the demised premises: _____

In no event shall more than _____ persons (which is generally not more than 2 per bedroom) reside in the Premises. In accordance with Prince George's County Code, Section 13-162, "occasional guests", shall mean any person who, with the Tenants consent, temporarily occupies the Premises for NOT more than fifteen (15) consecutive days. Persons visiting Tenant may not reside at the Premises for more than fifteen (15) consecutive days (two (2) weeks) in aggregate during any calendar year, unless written permission is first secured from Landlord/Agent. 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.

7. TENANTS OBLIGATIONS REGARDING USE AND OCCUPANCY

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.

In addition to complying with obligations imposed by the Lease and by all applicable laws, Tenant shall:

- a. Keep the Premises clean and sanitary;
- b. Dispose of rubbish, garbage, and other waste in a clean and sanitary manner;

- c. Keep all plumbing fixtures as clean and sanitary as their condition permits;
- d. Use properly all electrical and plumbing fixtures;
- e. Prevent anyone whom Tenant has permitted on the Premises from damaging or removing any part of the Premises or its equipment, and refrain from doing as Tenant;
- f. Comply with all lawful agreements and rules which the Landlord/agent can show are reasonably necessary for the preservation of persons and property;
- g. Refrain from interfering with the right of other tenants to enjoy their occupancies;
- h. If locks have been added or changed by Tenant, give to the Landlord/agent a copy of the key to permit entrance to the Premises.

8. NOTICES

Any written notice regarding any of the provisions of this Lease must be given by _____ 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 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.

9. PETS/SERVICE ANIMALS

a. The Tenant is not allowed to keep pets on the Premises except with the written permission of the Landlord/Agent. Landlord/Agent may revoke permission to allow pets for reasonable cause. Tenants who have pets agree to pay the cost of having the Premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by 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. Tenant further agrees to pay for any and all damages caused by pets to the Premises. 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: The total security deposit, including the pet deposit, may not exceed two month's rent.**

b. In accordance with Prince George's County Code Sec. 13-162, if Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in Tenant's handicap, of the Tenant's choice within leased dwelling unit, the rental facility, and all other related structures in accordance with applicable laws. 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 Premises, and shall have access to the rental facility and all other related structures in accordance with applicable laws. Tenants who have service animals agree to pay the cost of having the 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. Tenant further agrees to assume all liability for service animal's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding such service animal and for any damage caused by said service animal. Tenant shall be liable for any damage to the Premises or facilities caused by service animal, including, but not limited to, odor and property damage.

____ Yes ____ No # ALLOWED _____ TYPE OF DOG(S) _____ WEIGHT _____.

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.

NOTE: Current Maryland law provides that an owner of a dog, regardless as to breed, which causes personal injury or death, creates a presumption that the owner of the dog knew, or should have known, that the dog was vicious or had dangerous propensities. Under such presumption, except as otherwise provided by law, the owner of the dog has the burden of proof to show that the owner had no such knowledge and had no reason to know that the dog was vicious or had dangerous propensities.

10. PIT BULLS

Prince George's County Code Sec. 3-185.01 stipulates that no person shall own or harbor a pit bull Terrier within the County.

Tenant certifies that Tenant does not own a pit bull nor will Tenant acquire, harbor or maintain a pit bull upon the premises during the term of this lease _____ / _____ (Tenant Initials).

11. INCLUSIONS/EXCLUSIONS: Included in the Premises are all permanently attached fixtures, including all smoke alarms and CO detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the Premises, are included, if box below is checked.

INCLUDED

- ☐ Alarm System Equipment (no monitoring)
- ☐ Carbon Monoxide Detector(s) # _____
- ☐ Ceiling Fan(s) # _____
- ☐ Central Air Conditioning
- ☐ Central Vacuum
- ☐ Clothes Dryer
- ☐ Clothes Washer
- ☐ Cooktop
- ☐ Dehumidifier
- ☐ Dishwasher
- ☐ Drapery/Curtain Rods
- ☐ Draperies/Curtains
- ☐ Electronic Air Filter
- ☐ Exhaust Fan(s) # _____
- ☐ Existing w/w Carpet

INCLUDED

- ☐ Fireplace Screen Doors
- ☐ Freezer
- ☐ Furnace Humidifier
- ☐ Garage Opener(s) # _____
 - ☐ w/remote
- ☐ Garbage Disposer
- ☐ Hot Tub, Equip. & Cover
- ☐ Intercom
- ☐ Lawn Mower(s) # _____
- ☐ Microwave
- ☐ Playground Equipment
- ☐ Pool, Equip. & Cover
- ☐ Refrigerator(s) # _____
 - ☐ w/ice maker
- ☐ Satellite Dish

INCLUDED

- ☐ Screens
- ☐ Shades/Blinds
- ☐ Smoke Detector(s) # _____
- ☐ Storage Shed(s) # _____
- ☐ Storm Doors
- ☐ Storm Windows
- ☐ Stove or Range
- ☐ T. V. Antenna
- ☐ Trash Compactor
- ☐ Wall Oven(s) # _____
- ☐ Water Filter
- ☐ Water Softener
- ☐ Window A/C Unit(s) # _____
- ☐ Window Fan(s)
- ☐ Wood Stove

Additional Inclusions: _____
Exclusions: _____

The above "inclusions" are for the Tenant's use and convenience and are warranted, by Landlord/Agent, only to be in working order at the time tenancy commences. Tenant agrees to keep such "inclusions" in a clean and sanitary condition. Tenant acknowledges that the above "inclusions" are delivered in proper operating condition. Tenant agrees to repair and/or replace afore mentioned "inclusions" in the event one or more are damaged and/or rendered inoperable due to the negligent use by Tenant, his/her family, guests, employees, invitees or pets. In the event that one or more of the afore mentioned "inclusions" fails to operate properly under normal use and operating conditions, Landlord/Agent will be responsible for repair. If the age of such appliance or the cost of repair, at the sole discretion of the Landlord/Agent, dictates that a replacement is necessary, Landlord/Agent shall make the replacement;

12. MAINTENANCE

a. **Tenant** shall keep clean and sanitary and in a general state of good repair all parts of the Premises, including equipment therein, but not limited to the rental dwelling and the garage, shed, appliances (including stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers and other appurtenances, if any, as now or in the future are installed in the Premises) and shall promptly (within 48 hours per Prince George's County Code Sec. 13-157) report to Landlord/Agent, in writing, any defects leaks or breakage in the structure, equipment or fixtures of said Premises, including damage by fire, storm and/or flood, as Tenant will be held liable for all damages attributable to such unreported conditions. *Under no circumstances may Tenant order repairs or replacements with the expectation that the Landlord/Agent will pay for, reimburse or permit deduction from the rent for same without prior written approval from Landlord/Agent.*

b. Tenant will be held responsible for any damage caused by any negligence on the part of the Tenant or for the cost of any repairs made necessary due to negligent acts of commission or omission by the Tenant, his/her family, guests, employees, or pets.

c. Tenant shall keep lawn, shrubbery and trees in similar condition as they were at time tenancy commenced. Tenant shall promptly remove ice and snow from all walks, steps and drives, and shall generally maintain grounds in clean and sanitary condition. Tenant will keep Premises including gutters and grounds clean and sanitary. Tenant will keep window wells and drainage areas clean and sanitary.

- d. Tenant shall replace light bulbs, fuses, faucet washers and refrigerator water filter(s) (if applicable) at Tenants expense as needed.
- e. Tenant is responsible for general control and elimination of infestation of insects, rodents and other pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. However, if repairs to the structure are needed to prevent access by pests, Landlord/Agent shall be responsible for making such repairs, unless necessary repairs are the result of damage commenced or resulting from the negligence of the Tenant, his/her family, guests, employees, invitees, or pets.
- f. Tenant is responsible for replacement of furnace filters and shall have oil and gas furnace and heaters, if any, regularly serviced by competent mechanics to prevent avoidable damage. If dwelling is equipped with an oil burner, Tenant agrees to purchase a burner service contract from a reputable company providing for cleaning furnace and burner which does not contravene any existing service contract. Tenant agrees to purchase oil, if required, from the burner service company. Tenant shall be responsible for lighting pilot lights, including those for stove burners, oven, water heater and furnace;
In the event the Property uses oil/propane for heat, Tenant shall: _____

- g. Tenant shall keep the Premises heated during cold weather. Tenant shall be responsible for any damage caused to Premises as a result of failing to maintain heat or otherwise failing to take steps to prevent pipes from freezing.
- h. Tenant shall keep all plumbing fixtures clean and sanitary. Tenant shall turn off water to all exterior spigots during cold weather to avoid freezing pipes.
- i. Tenant shall be responsible for promptly notifying Landlord/Agent as to the need for additional caulking around tubs and in showers; damage caused by leaks resulting from insufficient or improper tub or shower caulking; damage caused by bursting pipes from failure to turn off water in cold weather or from failure to keep the Premises adequately heated and for all stoppages of drains and water closets.
- j. All garbage, trash and recyclables must be placed in suitable covered containers. Tenant must dispose from Premises all rubbish, garbage, and other organic and flammable waste in a clean and sanitary manner and in accordance with applicable law and regulations. Tenant acknowledges that the use of plastic bags for yard waste is prohibited as stipulated in the Prince George's County Code, Sec. 21-142. Tenant shall be responsible for the prompt removal of any bulk trash in accordance with local laws and/or condominium/HOA regulations. Bulk trash left at the time Tenant vacates must be removed within 24 hours or Landlord/Agent may remove at Tenant expense.
- k. Tenant shall be responsible for promptly notifying Landlord/Agent of broken windows or torn screens.
- l. Tenant shall not refinish or shellac the wood floors. Tenant shall keep all flooring clean and sanitary. Tenant shall keep at least 80% of the floor area covered with rugs or carpeting.
- m. Tenant shall not store firewood within eight (8) feet from any structure.
- n. In the event Tenant does not maintain the property as required above, Landlord/Agent shall have the right to cause maintenance or repairs to be made and Tenant shall be responsible for all costs thereof, as additional rent.**
- o. If Tenant and Landlord/Agent make arrangements for Tenant to meet a vendor to make repairs or to perform maintenance and Tenant fails to meet vendor, as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor, as scheduled, and for any subsequent damages resulting from any such delay.**
- p. Landlord/Agent does not warrant the condition of any communication wires or cables (phone, television, Internet) to or within the leased Premises.
- q. **Landlord/Agent** is responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems, except as otherwise noted in this section. Structural elements include, but are not limited to, roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, 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.

13. WATER/MOISTURE/MOLD

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

In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets, main water valve, and to cease to use any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord/Agent promptly in the event mold of any type is observed within the leased Premises.

Upon notification from Tenant, Landlord/Agent, at Landlord/Agents sole expense, shall promptly remediate and repair any water damage to Premises which occurred through no fault of Tenant. In the event water damage or mold occurs within the Premises through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord/Agent, to remediate and repair such water damage and removal of mold.

14. RULES AND REGULATIONS

a. Common Ownership Community Rules (In the event the Premises is part of a condominium, co-operative and/or homeowner association)

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the _____ (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the Landlord/Agent 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 Prince George's County Department of Land Records. 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.

b. Landlord/Agent House Rules

☐ **SMOKING:** Tenant acknowledges that smoking is not permitted on or about the Premises.

☐ **SPACE HEATERS:** Tenant acknowledges that space heaters are not permitted on or about the Property.

(Additional Rules) _____

Tenant acknowledgement indicated by initial(s) below.

_____ (Tenant initials)

15. UTILITIES

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. 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/Propane/Oil | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| f. Heating of Water | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| g. Security Alarm System | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| h. Trash Removal | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |

- | | | |
|--------------|-----------------------------------|---------------------------------|
| i. Telephone | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| j. _____ | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| k. _____ | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be paid by Tenant as 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.

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.

If at any time, Tenant fails to maintain utilities which cause the property to be at risk of damage by freezing, unsanitary or any other substantial risk, Landlord/Agent may declare Tenant to be in default of this Lease and may terminate the Lease upon fifteen (15) days written notice to Tenant.

16. SMOKE ALARM INSTALLATION & 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 and/or municipalities 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(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 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 any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification.

Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord/Agent harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord/Agent as required. If any smoke alarm 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/Agent and Landlord/Agent shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord/Agent the cost of repair or replacement incurred by Landlord/Agent, or such costs as may be added to and deemed part of the rent. Landlord/Agent shall have the same remedies for the collection of such costs as Landlord/Agent has for nonpayment of rent.

17. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE

Tenant acknowledges that Landlord has installed (if applicable) one or more carbon monoxide detectors in accordance with state or local law (Prince George's County Code Sec.11-295). 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/Agent any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord/Agent 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/Agent 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/Agent and Landlord/Agent shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord/Agent the cost of repair or replacement incurred by Landlord/Agent or such costs as may be added to and deemed part of the rent. Landlord/Agent shall have the same remedies for the collection of such costs as Landlord/agent has for replacement of rent.

18. 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 wallpaper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and, except as permitted by law, will not change the existing locks of the Premises or install additional locks without written consent of the Landlord/Agent, in which case Tenant is to provide new key(s) to Landlord/Agent.

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

19. VEHICLE PARKING

In accordance with Prince George's County Housing Code, Section 302.8, no unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the Premises. Any vehicle as described herein that is parked on the Premises must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the Premises. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of Premises.

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

Additional restrictions may be stated in the Rules and Regulations of the Common Ownership Community as detailed herein.

20. TENANT LIABILITY/ INSURANCE

a. Tenant will do nothing and permit nothing to be done on or about the Premises which will contravene any fire/hazard insurance policy covering the same. Tenant agrees that with respect to those portions of the Premises within the exclusive control of Tenant, Landlord/Agent shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Premises, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Landlord/Agent shall not be deemed a Bailee as to any goods or chattels placed on, in, or about the Premises. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Premises, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Landlord/Agent, or to hold Landlord/Agent harmless, or to exonerate Landlord/Agent from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Landlord/Agent on or about those areas which are not within Tenant's exclusive control.

b. In accordance with Prince George's County Code Sec. 13-162, Tenant is hereby informed that Landlord/Agent does not carry any insurance on the Tenants personal possessions. Landlord/Agent strongly encourages Tenant to contact a properly licensed insurance professional to obtain Renter's Insurance to protect Tenant's personal possessions.

____ / ____ / ____ / ____ (Tenant Initials)

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

____ / ____ / ____ / ____ (Tenant Initials)

d. FLOOD-PLAIN NOTICE: In the event any part of the Premises is located within a designated flood hazard area, Tenant is advised of the following:

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

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 Initials)

21. SUBLET/ASSIGNMENT

Tenant shall 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/Agent for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ _____ service charge, which must be fair and reasonable, defraying Landlord/Agent's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to Premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

22. HOLD HARMLESS

Tenant hereby agrees to indemnify and hold Landlord/Agent and their employees and agents harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the 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 stream 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. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord/Agent negligence as determined by a court of law.

23. JOINT AND SEVERAL LIABILITY

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

24. LANDLORD/AGENT ACCESS TO PREMISES

Landlord/Agent may enter the Premises after due written or oral 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 show 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 or repairs to the Premises from Tenant is construed to mean that permission to enter the Premises has been granted by Tenant for the purpose of making requested service or repairs. If Tenant is absent from the Premises at the time of entry, Landlord shall provide Tenant, within 24 hours after entry, a written report stating the purpose of the entry and the details of any repair, decoration, alteration, or improvement or emergency.

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 Premises. Tenant is advised that on occasion Tenant may be required to permit the showing of the Premises on less than twenty-four (24) hours notice.

25. DEFAULT

a. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord/Agent at any time deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, Tenant's 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 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 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 shall 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.

b. Failure to pay rent, additional rent, and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may pursue any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent-Landlord's Complaint for Repossession of Rented Property.

26. WAIVER CLAUSE

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

27. TERMINATION-HOLD OVER

a. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other one (1) calendar month's written notice of termination PRIOR to the Rent Due Date. If Tenant holds over after the expiration of the term of this Lease, Tenant 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.

28. MOVE-OUT INSPECTION/SURRENDER OF PREMISES

a. Tenant shall, upon termination of this Lease, surrender the Premises and all personal property of Landlord/Agent therein in and clean condition, ordinary wear and tear accepted. Tenant will leave the Premises in broom-clean condition, free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the Premises without Landlord/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 as additional rent. 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, as additional rent.

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

29. ABANDONED PROPERTY

a. Any personal property of Tenant which remains in the Premises after termination of the tenancy or upon surrender or abandonment of the Premises by Tenant prior to the end of the lease tenancy shall be conclusively considered to be abandoned by the Tenant and Landlord/Agent may dispose of any and all of such personal property as Landlord/Agent shall elect at Tenant's sole cost and expense.

b. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

c. In the event of the eviction of Tenant, following the Execution of warrant of restitution, any personal property shall be deemed abandoned by Tenant and Landlord/Agent may dispose of any and all of such personal property at the election of Landlord/Agent. Pursuant to Section 13-164 of the Prince George's County Code (1999 Edition, 2002 Supplement), personal property of Tenant may not be placed by Landlord/Agent on or within a public right-of-way or on any public property. However, if Tenant or Tenant's Agent is present at the time the warrant of restitution is executed, Tenant shall be permitted to remove, salvage and transport the personal property of Tenant from the Premises for a reasonable period of time, not to exceed four (4) hours.

30. DESTRUCTION

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/Agent decides to repair the same, such repairs will be made by Landlord/Agent without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

31. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT

If the Premises 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 Owner and condemnor by reason of the complete or partial taking of Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of Property, shall belong to and shall be the sole property of Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

32. SUBORDINATION

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 document(s) which the Landlord/Agent or lender(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/Agent or the lender(s), the Landlord/Agent 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.

33. ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord/Agent, execute, acknowledge and deliver to Landlord/Agent 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/Agent.

34. MANAGEMENT

The Premises will be managed by (Landlord)(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, Landlord and Tenant agree that

Agent is not liable or responsible for the funds after they are transferred to Landlord. Landlord must abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Landlord agree that Agent is not liable for any violations or breach by Landlord or Tenant of the terms of this Lease or applicable State, County, or local laws.

35. AUTHORIZATION TO INSTALL KEYBOX

Tenant agrees that the Landlord/Agent, during the last sixty (60) days of this Lease Agreement or any extension thereof, may install a Keybox on the door of said Premises for the convenience and use of any authorized real estate salesperson and/or broker to show the Premises to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Prince George's 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 by third persons of law as determined by a court of law.

(Tenant initials)

36. CANCELLATION BY TENANT IN INITIAL TERM

The initial term of this Lease may be terminated by Tenant upon thirty (30) days' written notice to Landlord/Agent prior to the Rent Due Date, to run from the first day of the month through the last day of that same month due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due, as additional rent, and owing through said termination date and rent due during this notice period.

37. MILITARY CLAUSE

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, and in excess of 50 miles from Premises, 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/Agent; and (2) the cost of repairing damage to the Premises caused by the Tenant. This clause also applies to those persons who receive orders releasing them from military service.

38. REQUIRED LICENSES

The Landlord affirms that the rental facility is licensed in accordance with Prince George's County Code or applicable municipal law.

39. LEAD PAINT-APPLICABLE LAW

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 the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the Tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to 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.

b. Maryland Lead Poisoning Prevention Program: If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). Detailed information regarding compliance requirements may be obtained at:
<http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

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:

- **The Federal Program** (check one)

- ☐ The Property was built during or after 1978; the Federal Program does not apply.
- ☐ The Property was built before 1978; the Federal Program applies.

- **The Maryland Program** (check one)

- ☐ The Property was built prior to 1978; the Maryland Program applies.
- ☐ The Property was built during or after 1978; the Maryland Program does not apply.

- **Age Classification Unknown (check if applicable)**

☐ 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.

d. ACKNOWLEDGEMENT:

Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

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.)

e. RENOVATION, REPAIR AND PAINTING OF PROPERTY

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb lead-based paint. Before and during any renovation, repair or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Tenant shall not personally perform any renovation, repair or painting project which might disturb lead-based paint in pre-1978 rental housing. Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord/Agent written evidence, satisfactory to Landlord/Agent, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP. For detailed information regarding the RRP, Tenant should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Tenant understands and acknowledges that compliance under Federal and Maryland Programs is the sole responsibility of Landlord and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland Programs as contained in the above brochures and notice.

_____ (Tenant initials)

40. NOTICE TO OWNER - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Owner acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Owner acknowledges the receipt of the following from Agent:

1. Under Federal Law (the Residential Lead-Based Paint Hazard Reduction Act of 1992)

- a. The "EPA and HUD Real Estate Notification and Disclosure Rule" brochure; and
- b. 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, published by the Maryland Department of the Environment.
- b. The EPA "Protect Your Family From Lead in Your Home" brochure (the same brochure as 1.b).

Owner acknowledges that the Property may not be rented or occupied unless and until the items listed in 2 (a and b) above have been provided to any prospective tenant as well as the current verified inspection report applicable to the Property as issued by the Maryland Department of the Environment.

Owner understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Owner will read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

41. TENANT ACCEPTS PROPERTY

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

42. RENT INCREASES

a. Frequency and Amount. After the initial term of this Agreement, Landlord/Agent 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:** Thirty (30) 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/Agent shall not accept less than the rent payment 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/Agent 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/Agent'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/Agent's notice under (b) above.

43. ATTORNEY'S FEES AND COURT COSTS

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

44. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS

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

45. RENT ESCROW

Should Tenant believe Landlord/Agent to be in violation of this Lease, under NO circumstances may Tenant withhold rent. Rent escrow procedures instituted through the appropriate court of law is the proper and lawful Tenant remedy as stipulated in Prince George's County Code Sec. 13-162.

46. AGE RESTRICTED/SENIOR RENTAL COMMUNITY/FACILITY

Is the Property Age Restricted Senior Housing defined as any senior facility, building or community that has a resident age restriction of fifty-five (55) years of age and older? ☐ NO ☐ YES. If "YES", Please refer to a., b., c. below.

- a. Landlord acknowledges, pursuant to Prince George's County Code Sec. 13-166, that Landlord SHALL offer an initial lease or, when a current lease expires, a renewal lease, with a lease term of AT LEAST twenty-four (24) months to a senior lessee (age fifty-five (55) or older) residing in age restricted senior housing, unless the senior lessee waives, in writing, on a separate waiver form or the written waiver is included in the written lease. The twenty-four (24) month lease or renewal lease shall apply to senior lessees in an age restricted facility, building or community that are at least fifty-five (55) years of age at the time the lease or renewal is offered. The lease term shall **remain without fee or rent increases for the twenty-four (24) month period.** Landlord further acknowledges that Landlord is required, prior to entering into a written lease or any renewal of such written lease, to provide written notice informing the senior lessee of the option of the twenty-four (24) month lease to all effected tenants (those fifty-five (55) years of age or older residing in an age restricted facility, building or community) upon entering into a new lease or renewal lease for the twenty-four (24) month lease. Landlord is required to keep a copy of such lease on file for a three (3) year period. Landlord is required to keep a record of seniors who are using a twenty- four (24) month lease period. A Landlord who fails to offer the twenty-four (24) month lease option to senior lessees at the time of the initial lease, or any renewal thereof, to qualified applicants may result in the forfeiture of the rental license.
- b. Tenant acknowledges that Tenant is of age fifty-five (55) and older. As such, Tenant further acknowledges that Landlord offered a twenty-four (24) month lease option. _____ / _____ (Tenant initials)
- c. Tenant (of age fifty-five (55) and older residing in age restricted facility, building or community)
☐ YES, Accepts twenty-four (24) month lease. _____ / _____ (Tenant initials)
☐ NO, Waives/Declines twenty four (24) month lease. _____ / _____ (Tenant initials)

47. ADDITIONAL PROVISIONS

Further Provisions and Additions

Hereto: _____

48. ADDENDUM

Addendum attached: Yes ____ No ____ Number of Pages _____

49. MISCELLANEOUS

- a. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the Premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- b. If this Lease contains a Lease Option Agreement, then it is expressly agreed that THIS IS NOT A CONTRACT TO BUY.
- c. 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.
- d. 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.
- e. 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 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.

f. 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.

g. 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.

h. 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.

i. For purposes of this lease, any reference to a month or thirty (30) days shall be deemed to constitute a full calendar month.

j. Landlord/Agent may not commence an eviction proceeding or issue a notice to quit solely as retaliation against any Tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the Landlord/Agent or for any action by Tenant pursuant to Section 8-201.8, Real Property Article of the Annotated Code of Maryland.

k. Nothing herein constitutes a waiver or forego of any right or remedy due to Tenant as provided by applicable law.

50. 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 18 of this Lease; (b) the two (2) named Sales Associates identified on Page 18 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.

51. REAL ESTATE LICENSEE DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.

52. AGENCY DISCLOSURE: If applicable, Landlord/Agent and/or Tenant acknowledge(s) receipt of "Understanding Whom Real Estate Agents Represent."

53. TIME IS OF THE ESSENCE: Time is of the essence of this Lease.

54. NOTICE AND SERVICE OF PROCESS

Unless otherwise designated as required by law, the names, addresses and telephone numbers of the Landlord and Agent are set forth below. Notice to and service upon the Agent shall constitute notice to and service upon the Landlord.

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

THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGE(S) RECEIPT OF THE FULLY EXECUTED COPY OF THIS LEASE. TENANT(S) ACKNOWLEDGE RECEIPT FOR PAYMENT OF THE SECURITY DEPOSIT, INCLUDING THE PROVISIONS OF PARAGRAPH THREE (3) RELATING TO THE RENTAL SECURITY DEPOSIT.

ALL TENANT(S) MUST SIGN BELOW:

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Landlord/Owner: _____ Date _____

Landlord/Owner: _____ Date _____

Name _____

Name _____

Street _____

Street _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Telephone _____

Telephone _____

Emergency Telephone _____

Emergency Telephone _____

Information provided for reference only:

LISTING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: ☐ LISTING BROKER AND LANDLORD AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: ☐ LANDLORD AGENT (WHETHER "COOPERATING AGENT" OR "LANDLORD AGENT"); OR
☐ EXCLUSIVE TENANT AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

The Prince George's County Association of REALTORS, Inc. assumes NO liability in the event this form fails to protect the interests of the parties.