

LEASE AGREEMENT

This Lease, made this 1st day of July, 2018 whereby Owings Mills Transit, LLC, a Maryland limited liability company, owner of Metro Crossing, hereinafter referred to as Landlord, does hereby lease unto Sudipta Aich, hereinafter referred to as Resident, the premises known as 10201 Grand Central Ave, Apt. 418 Owings Mills, MD 21117, Apartment RA01-418, hereinafter referred to as the "Premises", for a period commencing on the later of July 6, 2018, or the date Landlord tenders possession of the Premises to Resident, and ending on September 30, 2019 at a rent of \$25410.00, payable in equal monthly installments of \$1815.00, in advance, without notice, deduction, setoff, or demand, on the first day of each month. For the period 6th day of July, 2018 to 31st day of July, 2018, Resident shall pay a pro rata monthly rental of \$1,522.26.

This Lease is on the following terms, covenants, rules and regulations which, along with those contained on pages 2 – 12 of this Lease which are attached hereto and are incorporated herein, the Landlord and Resident agree to keep and perform.

LANDLORD AND RESIDENT AGREE THAT:

1. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Resident of the sum of \$500.00, paid prior hereto to be held as security for the faithful performance by Resident of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Resident or the Resident's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Resident shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Resident notifies the Landlord by certified mail of the Resident's intention to move, the date of moving, and the Resident's new address. The notice to be furnished by the Resident shall be mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Resident by certified mail of the time and date when the Premises are 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 the Resident's notice. In the event of sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Resident for all liability for the return of such Security Deposit and Resident shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Resident without the prior written consent of Landlord and any attempt to do so shall be void.

The Resident shall have a right to receive, by first class mail, delivered to the last known address of the Resident, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the tenancy. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Resident's last known address within forty-five (45) days after the termination of the tenancy. Failure of the Landlord to comply with Maryland's Security Deposit Law may result in the Landlord being liable to the Resident for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

2. **DELIVERY DATE OF PREMISES:** The Landlord has not guaranteed a specific delivery date for the Premises, and that the Resident will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Resident.

3. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Resident to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Resident covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time on a daily basis) unless otherwise agreed to between the parties.

4. **BANK RETURNED CHECKS:** Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and that, therefore, Resident will pay to Landlord THIRTY FIVE DOLLARS (\$35.00) for each such bank returned check.

5. **ASSIGNMENT, SUBLETTING AND USE:** Resident will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than the Resident and following additional persons, without the prior written consent of the Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling.

Name:	Date of Birth	Sex	Relationship
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IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

<u>WITNESS/ATTEST:</u>	OWINGS MILLS TRANSIT, LLC P.O. Box 548 Owings Mills, MD 21117 410-363-3434
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_____	By: _____, agent (Seal) LANDLORD
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_____	_____(Seal) RESIDENT
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_____	_____(Seal) RESIDENT
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_____	_____(Seal) RESIDENT
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LANDLORD AND RESIDENT AGREE THAT:

6. **DEFINITION OF RENT:** All payments from Resident to Landlord required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.

7. **ADMINISTRATIVE AND ATTORNEY FEES:** In the event Resident, Resident's family, agents, employees or guests violate any term or provision of this Lease (other than Section 32), or the rules and regulations thereof, Resident shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Resident's then current monthly rental, to help defray Landlord's costs incurred in connection with having Resident remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Resident shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Resident shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Resident, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Resident shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.

8. **WAIVER:** The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Resident for the violation of any covenant, rule or regulation in any other lease by any other Resident.

9. **ALTERATIONS:** Any alterations, additions or improvements of a permanent nature which may be made to the Premises shall be the property of the Landlord and shall remain with the Premises.

10. **COMPLIANCE WITH RULES AND REGULATIONS:** The Resident, Resident's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt. It is further agreed that the Landlord may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.

11. **LEASE VIOLATIONS:** If any of the representations made in Resident's Lease Application are misleading or untrue, or if Resident, Resident's family, employees, agents or guests violate any provision of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as a forfeiture under the terms of this Lease, with Resident's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Resident's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Resident will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Resident's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Resident's breach of Lease and/or Resident's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Resident, pursuant to this Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises.

12. **INTERRUPTION OF SERVICE:** The Resident will receive no rent reduction, nor will Landlord be liable to Resident, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

13. **RIGHT OF ENTRY**: Landlord has the right to enter the Premises at any time by master key or, if necessary, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future Residents or purchasers without being liable to prosecution therefore, or damages by reason thereof.

14. **RE-ENTRY OF PREMISES**: In the event Resident abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Resident's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Resident of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Resident, after the Resident has vacated.

15. **ABANDONMENT**: Abandonment of the Premises shall be deemed to have occurred when the Resident has removed the bulk of Resident's furnishings from the Premises.

16. **REPAIRS**: Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Resident agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the Resident, Resident's family, employees, agents, guests or invitees. In the event Resident fails to give Landlord prompt notice of the need for repairs, Resident shall be liable to Landlord for any increased cost of repairs arising out of such failure.

17. **DAMAGE TO PREMISES**: In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Resident, Resident's family, employees, agents or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair the Premises with the Resident occupying same, this Lease shall terminate and the Resident shall only be liable for rent to the date of damage. If the damage to the Premises is caused by the fault, omission, negligence or other misconduct of Resident, Resident's family, employees, agents or guests, Landlord may terminate Resident's occupancy of the Premises and Resident shall remain liable to Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Resident's possession not been so terminated and shall further remain liable for any other injury or loss incurred by Landlord as a result of such damage, such liability to include a subrogation claim by Landlord's insurer.

18. **SECTION HEADINGS AND NUMBERS**: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

19. **HEIRS AND ASSIGNS**: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Resident who shall have been approved in accordance with Section 5 of this Lease.

20. **NOTICES**: All notices from Resident to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at P.O. Box 548, Owings Mills, Maryland 21117. All notices from Landlord to Resident shall be delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to Resident at the Premises. If more than one person shall be Resident hereunder, notice given to or by any one of them shall bind all.

21. **AGENCY**: If any employee of Landlord's at Resident's request, moves, handles or stores anything, or drives or parks Resident's motor vehicle, then and in every case, such employee shall be deemed Resident's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

22. **SUBORDINATION OF LEASE**: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or

consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Resident automatically, without the necessity of executing any further document, will become the Resident of such successor in interest.

23. **ENTIRE AGREEMENT**: This Lease contains the entire agreement between Landlord and Resident, and can only be changed in writing, signed by both parties.

24. **SEVERABILITY**: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

25. **UTILITIES**: Resident shall continuously maintain, in Resident's name, gas and electricity service for the Premises. Resident will pay all charges for heat, gas and electricity used in the Premises during the term of this Lease, and any renewal or extension thereof.

For those utilities, the cost of which is the Resident's responsibility, the Resident shall promptly pay all charges for their use or consumption in the Premises, together with all taxes, levies or other charges on such utilities. If Resident shall fail to promptly pay, when due, any such charges, taxes or levies, the Landlord, at its option, may pay same for Resident's account, in which event Resident shall immediately, as additional rent, reimburse Landlord therefore with interest.

Charges for metered water shall initially be paid by Landlord. However, Resident shall reimburse Landlord, on a monthly basis and as additional rent, its pro-rata share of Landlord's bulk metered water charges for the rental community in which the Premises is located (the "Water Charges") during the term of this Lease and any renewal or extension thereof. Resident shall pay the Water Charges at the rate charged by the utility provider for water consumption for the Premises. Resident shall pay to Landlord's billing service (the "Billing Service") a one-time account set up fee of \$5.00 which shall be due and owing with Resident's first payment of the Water Charges. Landlord may add to the Water Charges an administrative fee of \$3.00 per month. Water consumption for the Premises shall be calculated utilizing a sub-meter installed by Landlord.

In the event Landlord's Billing Service is unable to obtain a meter reading after reasonable attempts, Landlord's Billing Service may prepare an estimated bill based upon Resident's historical database. If an historical database does not exist for Resident, Landlord's Billing Service may bill Resident based upon the national statistical average water consumption for a similar type resident.

Resident shall pay the Water Charges by the 1st day of the month following the month in which Landlord's Billing Service mails a statement containing the Water Charges to Resident. Payment shall be made at the address specified in the statement.

26. **STATUTE OF LIMITATIONS**: This Lease is under seal and is subject to the twelve-year limitation period of Section 5-102 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

LANDLORD AGREES THAT:

27. **CONDITION OF PREMISES**: The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants.

28. **EXISTING DAMAGES**: Upon written request of Resident (sent in accord with Section 20 of this Lease Agreement) within fifteen (15) days of occupancy, Resident shall have the right to have the Premises inspected by the Landlord, in the Resident's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy.

29. **EARLY TERMINATION**: In the event Resident shall elect to terminate this Lease, or any renewal or extension thereof, prior to its expiration date, Landlord agrees to permit said early

termination upon Resident giving to Landlord one (1) calendar month's prior written notice of Resident's intent to terminate, with Resident agreeing, in writing, to pay to Landlord an amount equal to two (2) additional month's rent beyond the end of the month in which Resident elects to terminate this Lease (the "Lease Termination Fee"). This offer is contingent upon Resident being current in the monthly rental at the time Resident vacates and with the Lease Termination Fee being paid prior to such termination date.

RESIDENT AGREES THAT:

30. **VEHICLE PARKING:** Resident will obey all parking and speed regulations which Landlord may promulgate or post and to park only properly tagged and functioning passenger motor vehicles or trucks (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated publicly available surface and garage parking facilities and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Resident shall not use any parking facility for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking facilities promptly at the request of Landlord. If Resident shall fail to do so, Resident agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area and does hereby grant to Landlord a lien on said unauthorized vehicles or other property for the payment of the parking rent, which lien may be enforced by Landlord in the same manner as such liens may be enforced by garage keepers under the applicable laws of the County and State in which the parking area is located and/or Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Resident's risk and expense. Resident does hereby further irrevocably constitute and appoint Landlord as Resident's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Resident in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner's risk and expense.

31. **PAYMENT OF RENT:** Resident shall pay the rent at Landlord's office or to such other address as may be designated by Landlord. Rent will be accepted by Landlord when its office is open. Except as may otherwise be required by law, or by Landlord, all rental payments made by Resident to Landlord shall be by check or money order. Landlord will convert all paper checks received in payment of rent into electronic items for Automated Clearing House (ACH) funds processing. Such electronic payments will be for the amount indicated on each check and may be withdrawn from Resident's bank account on the same day that such payment is received by Landlord. Resident acknowledges that a check converted into an electronic item will not be returned to Resident by Resident's financial institution and will instead appear as an electronic item on Resident's bank statement. If Resident should notify Landlord requesting that his or her check should not be converted into such electronic item, Resident agrees thereafter to make all rent payments by certified or cashier's check or by money order. If Landlord cannot post the transaction electronically, Landlord is authorized to present a copy of Resident's check for payment. No personal checks will be accepted after the 5th day of the month in which the rental payment is due and owing, nor will they be accepted if one (1) such check presented by Resident in a twelve (12) month period is dishonored by Resident's bank.

Should Landlord employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment of rent, and should such rent be due and owing as of the filing of said proceedings, Resident shall pay to Landlord the reasonable costs incurred by Landlord in utilizing the services of said Agent.

32. **LATE CHARGE:** Resident will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that Resident shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of four (4) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

33. **APPLICATION OF PAYMENTS:** All payments from Resident to Landlord may, at Landlord's option, be applied in the following order to debts owed by Resident to Landlord; late charges, agent's fees, attorney's fees, court costs, obligations other than rent (if any) due Landlord, other past due rent other than monthly rent, past due monthly rent, current monthly rent.

34. **NOISE & BEHAVIOR:** Resident will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Resident, Resident's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other Residents or Landlord. Resident will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Resident further agrees not to conduct, give or permit vocal or instrumental instruction or practice.

35. **ILLEGAL DRUGS:** If Resident, Resident's family, employees, agents, guests and/or invitees, engage in, permit or facilitate any drug-related criminal activity, Resident will be deemed to have substantially and materially breached this Lease with such breach being grounds to terminate Resident's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or of a "controlled dangerous substance" as defined in Section 5-101(f) of the Criminal Law Article of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance.

36. **ALTERATIONS TO PREMISES:** Resident will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to the Premises. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, be the property of the Landlord and remain with the Premises.

37. **SURRENDER OF PREMISES:** If the Resident does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Resident will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding Resident against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding Resident, so far as such delay is caused by the failure of Resident to surrender the Premises.

38. **WAIVER OF BREACH:** Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

39. **INDEMNIFICATION:** Resident agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Resident, or of the family, guests, agents or employees of the Resident.

40. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other Residents or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other Residents shall not be deemed negligence, etc. on the part of the Landlord. Resident shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

41. **RESIDENT HOLDING OVER:** If Resident shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Resident holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 20 of this Lease) at least two (2) months prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Resident is in possession of the Premises, all of the obligations of the Resident and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

42. **CONDEMNATION**: In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Resident shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

43. **INSURANCE**: During the term of this Lease, and any renewal or extension thereof, Resident shall, at Resident's sole cost and expense, maintain renter's form homeowner's insurance coverage on the Premises providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$300,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Resident's personal property on and in the Premises insured for the benefit of Resident against loss or damage resulting from broad form named perils on a replacement cost basis. At Landlord's request, Resident shall provide a copy of a certificate of insurance of the policy(ies) required by this Section. Should Resident fail to comply with the provisions of this Section 43 of this Lease Agreement, Resident shall pay to Landlord an additional \$25.00 per month rent until Resident purchases and maintains the insurance coverage required by this Section. Collection of such additional rent shall be in addition to, and not in lieu of, any other remedies which Landlord may have as a result of Resident's failure to comply with this Lease provision.

Resident's Initials

44. **RESIDENT INDEMNIFICATION**: Resident shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Resident to procure insurance for said liability, damage or expense, and Resident failed to do so.

45. **PREJUDGMENT INTEREST**: If Resident violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Resident.

46. **QUIET ENJOYMENT**: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

47. **SMOKE DETECTOR**: Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Resident agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Resident further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Resident assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector which Resident shall not have specifically reported to Landlord.

This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.

If Resident elects to install a dual powered smoke detector, such installation must be performed by a licensed electrician and written notice of such installation must be mailed to Landlord in accord with Section 20 of this Lease Agreement. Please note, however, that under no circumstance may Resident remove or alter any smoke detector previously provided by Landlord.

48. **GUEST RESTRICTIONS**: Persons visiting Resident may not reside at the Premises for more than fourteen (14) days in aggregate during any twelve (12) month period, without the prior written consent of Landlord. At any time during the term of this Lease, or any renewal or extension thereof, Landlord, in Landlord's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Resident or other occupants of the Premises who shall thereafter be prohibited from entering upon Landlord's property, including both the Premises and the common areas within the rental community.

49. **PACKAGES, PARCELS, ETC.:** In the event that Landlord shall provide a facility for receiving and delivery of packages, parcels and the like, for or on behalf of Resident, Resident, at Resident's sole risk, may utilize the same together with any services that may be supplied in connection with the operation thereof. No charge is made by Landlord for such accommodations and Landlord assumes no liability for any package, parcel, etc. left therein or in connection with the delivery of any of the same. If any package, parcel, etc. belonging to Resident or any occupant of the Premises shall be placed in the hand or custody of any of the employees of Landlord for safekeeping or for delivery to Resident or any occupant of the Premises, then such employee shall be deemed the agent of Resident, and Landlord is hereby expressly released from any and all loss, damage or expense in connection therewith.

50. **PEST CONTROL:** If Landlord notifies Resident of a scheduled extermination of the Premises, and Resident fails to prepare the Premises for such extermination in accordance with Landlord's instructions, Resident acknowledges that by Resident's failure to comply with Landlord's instructions, Resident will have prevented Landlord's exterminator from properly exterminating the building in which the Premises are located. Under such circumstances, Resident acknowledges that Resident will be liable for any damages or losses sustained by Landlord as a result thereof and that Resident will have materially and substantially breached this Lease.

In addition, Resident acknowledges that Resident's obligation to keep the Premises in a neat, clean, good and sanitary condition includes keeping Resident's clothing, furniture, bed frames, mattresses, bedding, curtains and storage closets free of bed bugs and their eggs.

If Resident suspects a bed bug infestation within the Premises, Resident must immediately notify Landlord of such suspected infestation at which time Landlord will hire a licensed pest control operator to confirm the infestation. If there is a bed bug infestation, the licensed pest control operator will develop an integrated treatment and eradication plan. The cost of inspection and treatment of the infested area will be at the expense of Landlord. Resident shall be obligated, at Resident's expense, to immediately have the Premises and Resident's furniture, mattresses or other affected property prepared for treatment and, if applicable, removed from the Premises and have the infested area cleaned. In the event that the Resident fails to grant access, prepare the Premises for treatment, or fails to permanently remove infested personal property from the Premises, Resident acknowledges that Resident will be liable for any damages or losses sustained by Landlord as a result thereof and that Resident will have materially and substantially breached this Lease.

If Resident vacates the Premises and a bed bug infestation of the Premises is subsequently discovered, Resident will be responsible for the cost of inspection, treatment, eradication and cleaning of the Premises. In the event that a bed bug infestation spreads from the Premises into other areas of the building, whether adjacent to, above or below the Premises, Resident will also be held responsible for the expense of inspection, treatment, eradication and cleaning of such other areas.

51. **STUDENTS:** If any person who constitutes Resident hereunder is a college or university student, a violation of the student's college or university student code of conduct, community standards or the like shall be deemed to be a violation of this Lease Agreement.

52. **ADDITIONAL RENT:** Notwithstanding anything herein contained to the contrary, Landlord may, upon mailing two (2) months' prior written notice to Resident, increase the unpaid balance of the rental due during the term hereof, or any renewal or extension thereof, and each unpaid monthly installment thereof, to reflect Resident's pro rata share, as reasonably determined by Landlord, of any tax, assessment, levy, fee or surcharge, including any utility or environmental tax, assessment, levy, fee or surcharge (other than any income, excess profits, inheritance or estate tax), assessed to Landlord and relating to the Premises or the rental community in which the Premises is located (the "Community") by any governmental authority where such tax, assessment, levy, fee or surcharge either did not exist at the commencement of this Lease or the rate of such tax, assessment, levy, fee or surcharge is increased during the term of this Lease or any renewal or extension thereof.

53. **CARBON MONOXIDE ALARM:** Landlord has supplied and installed one or more carbon monoxide alarms (“Alarm”) in a central location outside of, and audible in, each sleeping area in the Premises and has provided to Resident written information on alarm testing and maintenance, which written information Resident acknowledges having received, such that Resident will be able to, and will, test and maintain the Alarm according to the manufacturer’s guidelines and replace batteries as needed. Except as needed for repair or routine maintenance, Resident agrees not to remove or disconnect any Alarm or remove batteries (except to replace the batteries) and will not render any Alarm inoperable. Resident shall immediately notify Landlord, by certified mail, of any malfunction or other problem of the Alarm.

Resident’s Signature

54. **MILITARY SERVICE NOTICE:** Resident shall promptly notify Landlord in writing (in accord with Section 20 of this Lease) if Resident enlists in the United States Armed Forces or is discharged from the United States Armed Forces during the term of this Lease or any renewal or extension thereof.

Resident’s Initials

RULES AND REGULATIONS

RESIDENT AGREES NOT TO:

- 1. **PETS:** Keep any pets in or about the Premises without the written permission of the Landlord.
- 2. **APPLIANCES:** Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.
- 3. **FURNITURE:** Keep any water-containing furniture in the Premises.
- 4. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises, except that Resident may use standard picture hangers for hanging pictures, mirrors and the like. No adhesive hangers may be used.
- 5. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord.
- 6. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
- 7. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Resident shall fail to comply with this Rule, Resident shall pay Landlord \$50.00 for reimbursement of the cost of changing or re-keying the locks.
- 8. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, elevators (if any), lawn areas or other common areas of the Community.
- 9. **APPLIANCES & UTILITIES OBSTRUCTIONS:** Misuse or overload appliances or utilities furnished by the Landlord.
- 10. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
- 11. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises.

12. WIRES AND ANTENNAS/SATELLITE DISHES: Resident may not install any wire, cable, antenna or satellite dish for radio, television or other purposes, in or on the Premises, except to the extent authorized by the Federal Communications Commission and only after compliance with Landlord's Notice of Intent to Install Antenna/Satellite Dish on Exclusive Use Area (a copy of which is available from Landlord upon request).

13. FIRE RISK: Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.

14. LITTER: Litter or obstruct the public halls or grounds.

15. LAWS AND INSURANCE: Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.

16. THROWING OF ARTICLES: Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.

17. WINDOW SILLS: Place anything on the outer edges of the sills of windows.

18. COMMON AREAS: Permit Resident or Resident's family, employees, agents or guests to play in public areas, stairways, elevators (if any), laundry rooms, or storage areas.

19. AUTOMOBILES: Hose wash automobiles.

20. OBSTRUCTION OF WINDOWS, ETC.: Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.

21. CLEANING OF RUGS, MOPS, ETC.: Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of any of Landlord's buildings.

22. CANVASSING: Cause the distribution in common areas of the Community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the Community is prohibited. The foregoing shall not prohibit Resident from using direct mail solicitation or advertising in the regular communications media.

23. CHARCOAL GRILL: Use or store any charcoal or gas grills or other open flame cooking devises, or do any open cooking on balconies or patios.

Resident's Initials

24. DAY CARE CENTER: Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Resident by blood.

25. WADING POOLS: Maintain within the Community any wading pool.

26. TOBACCO PRODUCTS: Carry or smoke a lit tobacco product in any interior common area within any building within the rental community.

27. CLOTHES LINES: Install, erect or utilize exterior clothes lines within the rental community.

28. SPRINKLER SYSTEMS: Alter any fire sprinkler system (if any) or paint, cover, obstruct, nor hang anything from, any sprinkler head.

RESIDENT AGREES TO:

29. GARBAGE & RUBBISH: Place Resident's garbage and rubbish for disposal only as Landlord directs.

30. **USE OF FACILITIES:** Use all facilities which Landlord provides for Resident's comfort, such as a yoga room, bar-b-ques, clubhouse, swimming pool, fitness center and parking areas, (none of which facilities are included in the rent) solely at Resident's own risk, and Resident agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Landlord without effecting the remainder of this Lease. Swimming pool passes, if any, will only be issued to those persons listed as Resident or occupant hereunder.

If Landlord should provide a swimming pool for Resident's use in common with others, Resident agrees to comply with, and to cause Resident's family and guests to comply with, all rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Resident (in accordance with Section 20 of this Lease Agreement). Failure to comply with said rules and regulations may result, at Landlord's option, in Landlord revoking Resident's use of the pool.

31. **CONDITION OF PREMISES:** Keep the Premises in a neat, clean, good and sanitary condition.

32. **BALCONIES:** Keep balconies (if any) free of all personal belongings, except that Resident may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.

33. **DRAPERIES:** Only use draperies and window shades which present a white exterior coloration.

34. **LOCK-OUT:** Pay a \$20.00 service charge to Landlord each time that Resident locks himself/herself out of the Premises, and requests Landlord's assistance in gaining entry to the Premises after 5:00 p.m. on weekdays, and at any time on weekends and holidays.

35. **FREIGHT ELEVATOR-MOVING:** Move furniture, bulky packages and freight into, or out of, the Premises only between 9:00 a.m. and 6:00 p.m. and may only utilize the freight elevator (if any) to bring furniture, bulky packages and freight into, or out of, the Building.

36. **LIGHT BULBS:** Replace, at Resident's sole cost and expense, all light bulbs and tubes of the prescribed size and wattage for light fixtures and appliances within the Premises

37. **MOLD:** Remove any visible moisture accumulation in or on the Premises, to thoroughly dry any such area as soon as possible after any such accumulation, and to keep the temperature and moisture in the Premises at reasonable levels. In addition, Resident shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water in the Premises and shall further notify Landlord of any mold growth in or on the Premises and of any malfunction in any part of the heating, air conditioning or ventilation system in the Premises. Resident further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

AUTOMATIC RENEWAL OF LEASE

The tenancy created under this Lease shall continue from year to year after its expiration, subject to the same covenants, agreements, rules and regulations as are herein set forth, unless Landlord mails to Resident or Resident mails to Landlord written notice (sent in accord with Section 20 of this Lease Agreement), at least three months prior to the expiration date of the then existing term, of said Landlord's or Resident's intention not to renew this Lease. If the Landlord mails a notice to the Resident of its intention to terminate the then existing Lease term, and in said notice offers the Resident a new Lease term pursuant to the terms and conditions therein contained, and if the Resident does not otherwise notify the Landlord (in accord with Section 20 of this Lease Agreement) within thirty (30) days of the mailing of the Landlord's notice of the Resident's intent not to renew this Lease, the Resident shall be considered as Resident under the terms and conditions specified in the Landlord's notice. If more than one person shall be Resident hereunder, notice given to or by any one of them shall bind all.

Resident's Initials