

# RESIDENTIAL LEASE AGREEMENT

This Lease Agreement, dated \_\_\_\_\_, is between Bay Management Group, LLC and \_\_\_\_\_.

**1. LANDLORD.** The landlord(s), owner, and or agent(s) is/are and will be referred to in this Lease Agreement as "Agent". Bay Management Group, LLC is the Agent.

**2. TENANT.** The Tenant(s) is/are: \_\_\_\_\_ and will be referred to in this Lease Agreement as "Tenant".

**3. RENTAL PROPERTY.** The Agent agrees to rent to Tenant the Property described as \_\_\_\_\_ Tenant hereby acknowledges that the Property is in habitable condition and is in a reasonable and safe condition. Tenant agrees to give prompt notice of any defects at the premises which constitute a serious threat to life, health, or safety.

**4a. TERM OF LEASE AGREEMENT.** Tenant will lease the Property from the Agent for the Initial Term of \_\_\_\_\_ year, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, for the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in equal monthly payments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Rent will be due on the \_\_\_\_\_ day of every month.

**4b. RENEWAL OF LEASE.**

AUTOMATIC RENEWAL PROVISION (Please read carefully prior to initialing)

**THIS LEASE SHALL AUTOMATICALLY RENEW ON A YEAR TO YEAR BASIS UNLESS EITHER PARTY GIVES SIXTY (60) DAYS WRITTEN NOTICE OF THAT PARTIES INTENT NOT TO RENEW THE LEASE AT THE END OF THE THEN EXISTING ONE YEAR TERM.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**5. SECURITY DEPOSIT.** A security deposit is required as a condition of this Lease. Agent acknowledges receipt from the Tenant of a security deposit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be held in an escrow account. Upon payment of the security deposit, Agent will provide a receipt containing the security deposit provision required by law. The Security Deposit is intended to protect the Owner against non-payment of rent and late fees, the cost of repair of damages to the premises beyond ordinary wear and tear, cleaning, unreturned keys, and any other damages caused by the tenants and/or their guests during the tenancy, or for any unpaid charges or attorney fees and/or court costs incurred by the Owner by reason of Tenant's default of this Lease Agreement. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Owner by reason of Tenant's default of this Lease in accordance to state and local laws and regulations. Under no circumstances can the Security Deposit be used as payment for unpaid rent and/or other charges due during the term of this Lease Agreement. The Property must be left in good, clean condition with all trash, debris, and Tenant's personal property removed. The Property shall be left with all appliances and equipment in working order. Owner's recovery of damages will not be limited to the amount of the Security Deposit. Provided the Tenant(s) fulfill all the obligations of the Lease Agreement, the Owner/Agent will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 45 days. Tenant must provide their new address in writing in order that for Agent to send correspondence regarding the Security Deposit.

Agent need not notify Tenant of his intention to withhold all or any part of the security deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event, Tenant may make demand for return of the security deposit by giving written notice by first class mail to Agent within 45 days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Owner, within 45 days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

**6. PERSONS WHO WILL OCCUPY THE PROPERTY:** \_\_\_\_\_

**7. PAYMENT OF RENT.** Tenant agrees to pay the rent when due without any deduction or setoff on the first day of each month in which it is due. There is no grace period and the rent is LATE if not paid on or before the first (1<sup>st</sup>) day of each month. If the rent is paid after the fifth (5<sup>th</sup>) day of the month, Tenant agrees to pay as additional rent a late charge equal to five percent (5%) of such overdue amount for the rental period which said payment is delinquent. Tenant further agrees to pay court costs and Sheriff's Department fees incurred by Agent as the result of the filing of A District Court Failure to Pay Rent Action or Warrant of Restitution even in the event that the case is dismissed voluntarily by Landlord unless a judgment in favor of Tenant is entered by the court after trial. If Tenant's check is dishonored or returned unpaid for any reason to Agent, Tenant agrees to pay an additional rent sum of \$30.00.

**8. LEGAL OBLIGATIONS.** Tenant hereby acknowledges that they have a legal obligation to pay their rent on time on the first day of each month and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. If the rent is fifteen (15) days late, or if Tenant shall breach any other term, covenant or condition of this Lease Agreement, Agent may:

- (a) commence an action in Distraint in accordance with the applicable provisions of law,
- (b) terminate this Lease Agreement and repossess the Property in accordance with the applicable provisions of law, or
- (c) bring summary proceedings to evict Tenant or
- (d) pursue any other remedy available to Agent at law or in equity.

No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Agent of any available action by Agent against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Agent prior to or subsequent to such termination and/or recovery of possession. Tenant also acknowledges that defaulting on this Lease Agreement could result in a judgment being filed against them and lien being filed against their current and future assets and /or earnings. Should action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorneys' fees and court costs incurred by the prevailing party in the action. Tenant further agrees that if Tenant pursues action in District Court for Rent Escrow prior to giving Agent proper notice of defects and sufficient time to remedy defects per Code, Tenant will be charged One Hundred Dollars (\$100.00) per hour for any court time and time associated with preparation for court by Agent plus any miscellaneous charges including, but not limited to parking, copies, etc. Notice must be in writing and delivered by certified mail to proper parties.

**9. Reletting.** If the Property becomes vacant because of the exercise by Agent of its remedies hereunder, or should Tenant abandon the Property, Agent may take possession of the same, and may relet the Property to others, as the agent of the Tenant, upon such terms and conditions as Agent shall reasonably determine. Tenant, upon demand, shall pay to Agent the costs incurred by Agent in such reletting and thereafter pay monthly in advance the difference between the rent payable under the Lease Agreement and the amount of the rent received upon any such reletting. In the case of an early termination of this lease, Tenant is also liable for all rent due payable under their lease until the lease expires or until the property is leased to a new tenant in addition to any other damages caused by Tenant's early termination of this lease.

**10. NO ASSIGNMENT OR SUBLEASE.** Tenant agrees that this Lease Agreement shall not be assigned in whole or in part nor shall any portion of the premises be sublet without the prior written consent of the Agent. Any assignment or subletting without Agent's prior written consent shall be null and void and of no effect. Agent may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of tenant from Tenant's liability hereunder.

**11. TENANT INDEMNIFIES OWNER.** Tenant shall indemnify and hold Owner, it's members, managers, agents, and representatives harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of Tenant. Tenant also releases Agent from liability for Tenant's failure to fulfill any condition of this Lease Agreement, from Tenant's failure to comply with any requirements imposed by any governmental authority, or from any

judgment, lien, or any encumbrance filed against residence as a result of tenant's action.

**12. USE.** Residence shall be used for residential purposes only and shall be occupied only by the persons named in Tenant's application to lease. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Tenant shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their residence. Tenant also shall comply with condo rules or covenants that may be in place for the Property.

**13. ABANDONMENT.** If Tenant leaves the Property unoccupied for fifteen (15) days without paying rent in advance for that month, or while owing any back rent from previous months, with five (5) days' notice by posting the Property of Landlord's intent to repossess the Property, Agent has the right to take immediate possession of the Property and to bar the Tenant from returning. Agent shall have the right without notice, to store or dispose of any property left on the Property by Tenant. Agent shall also have the right to store or dispose of any of tenant's property remaining on the property after the termination of this Agreement. Any such property shall be considered Agent's property and title thereto shall vest in the Agent. Tenant also agrees that if Property is vacated prior to the end of the lease term, Tenant is responsible for the remainder of the rent due for the entire lease term until the Property is rented, the security deposit is forfeited, they are responsible for paying one month's leasing commission for securing a new lease, and they are responsible for any other damages per the terms of the lease agreement.

**14. TENANT'S RESPONSIBILITY AT END OF TERM.** Tenant agrees to surrender the Property and return the keys to Agent at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition. All keys to the Property are to be returned to Agent. If any painting or alterations occurred in the premises during the lease term, Tenant agrees to restore the affected area to the original color. If not restored to original color and condition, Tenant agrees to pay for the restoration.

**15. FAILURE TO VACATE AT TERMINATION.** If Tenant does not vacate the Property on or before the last day of the Term, Agent may: (a) Pursuant to Maryland law forthwith eject Tenant and take possession of the Property and all furniture, (b) the Enforce term of this Lease pursuant to Section Four (4) of this Lease (c) Exercise any other remedy granted to an Agent under Maryland law, including, to the extent permitted by law, the power to collect double rent for the holdover period.

**16. NOTICES.** Any notice required by this agreement from Owner to Tenant shall be in writing and shall be delivered personally or mailed by registered or First Class mail. If there are two or more undersigned as Tenants, then any notice given by Agent to one shall constitute as notice to all. All notices from Tenant to Agent, and all rent, shall be delivered via Online payment or First Class Mail to Bay Management Group, 1805 Eastern Ave, Baltimore, MD 21231.

**17. VALIDITY OF RENTAL AGREEMENT PROVISIONS.** Any provision set forth in this Lease Agreement which is contrary to the Maryland Law or any subsequently passed Laws or amendments, shall be treated by Agent and Tenant as void and as if it were not set forth herein. All other provisions of the Lease Agreement shall remain in full force and effect.

**18. WAIVER.** All rights given to the Agent by this Agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Agent or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Agent, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Agreement.

**19. AGENT'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Agent and agent's employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease Agreement or which Agent otherwise deems necessary or appropriate. For a period of ninety (90) days prior to the expiration of the Initial Term, or any renewal thereof, Agent and agent's employees shall have the right, at reasonable times, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereon, as may be permitted by law.

**20. TENANT'S USE OF KEYS AND LOCKS. LOCKOUTS.** Tenant agrees not to install any additional locks or change any existing locks without the Agent's prior written consent. Two (2) keys will be furnished to the Tenant and any additional keys required will be paid for by Tenant. Duplicate key(s) will not be made without Agent's prior written consent. All keys will be returned

by Tenant to Agent upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Agent, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant. Should Tenant lock self out and are unable to gain access through their own resources, they may call upon a professional locksmith or the Agent to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Management charges a fee of \$55.00 for providing this service between the hours of 8 a.m. and 4 p.m., Monday through Friday. At other times, there will be a fee of \$80.00 and \$100.00 on holidays. This fee will be due before service is provided.

**21. REPAIRS AND MAINTENANCE.** Agent will make necessary repairs with commercially reasonable promptness after receipt of written notice from Tenant of the nature and extent of said condition requiring repair. Agent shall maintain, and/or repair/replace the plumbing, heating, cooling, electrical systems, and the exterior walls and roof of the Property. Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Agent of any condition which is the obligation of Agent to repair or replace.

Except as provided above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property (to include burst water pipes due to freezing caused by neglect or carelessness of the Tenant, his family, or any of his guests), in excess of ordinary wear and tear, shall be promptly repaired or replaced by tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Agent, in Agent's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Agent on demand. Agent shall have the same remedies for the collection of such costs as Agent has for the non-payment of rent under this Lease. Any damage to window glass or entry doors is the sole responsibility of the Tenant. Tenant shall furnish the HVAC system filters, batteries, trash cans, janitorial services, electric light bulbs, fuses, or any other services not specifically listed as supplied in this Lease Agreement at Tenant's expense.

As of the date of this Agreement, Agent warrants that the Property sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept items such as paper diapers, toys, sanitary napkins, tampon applicators, balls of hair, grease, table scraps (if no garbage disposal), clothing, rags, sand, dirt, newspapers, or similar items. Tenant agrees to pay all expenses associated with clearing all drains of any and all stoppages except those that the plumber, who is called to clear the stoppage, will attest to in writing were caused by defective plumbing, tree roots, or act of God. Upon the failure of the Tenant to make any such repair, Agent, in Agent's discretion, may make such repair and the cost of such repair shall be added to and deemed a part of the rental sum, and shall be payable, on demand, by Tenant to Agent. The Agent shall have the same remedies for the collection of such costs as Agent has for non-payment of rent. Any such repairs made by Agent will be billed at market rates plus the cost of any materials. When a maintenance request is made, the request will serve as notice to the Tenant that a maintenance technician will be entering the property in reasonable time.

**22. ALTERATIONS.** Tenant shall make no alterations, decorations, additions or improvements in or to the Property without Agent's prior written consent, and then only by contractors or those approved by Agent. All alterations, additions, or improvements upon the Property, made by either party, shall become the property of the Owner and shall remain upon, and be surrendered with said Property, as a part thereof, at the end of the term hereof.

**23. FIRES AND CASUALTY.** Tenant agrees not to do or permit to be done anything on the Property in contravention of any fire insurance policy in force thereon or which will increase the premium payable on such policy. No goods or materials of any kind or description that are combustible may be taken or placed in a storage area of the residence itself. Tenant shall not in any way obstruct any public sidewalks, nor permit anything to be done in the Property contrary to the rules and regulations of the fire department, health department, or of any other government agency. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Agent may, at its option, terminate rental agreement or repair damages within thirty (30) days. If Agent does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Agent elects to repair damages, rent shall be abated and pro-rated from the date of the fire, explosion, or other casualty to the date of re-occupancy, providing that during repairs, Tenant has vacated and removed Tenant's possessions as required by Agent. The date of re-occupancy shall be the date of notice that residence is ready for occupancy.

**24. TENANT INSURANCE.** No rights are given by this Rental Agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Owner, Agent, or agent's employees. Tenant agrees to purchase insurance, at their own expense, sufficient to protect themselves and their property from, yet not limited to, fire, theft, burglary, breakage, and electrical connections. Tenant acknowledges that if he or she fails to procure such insurance, it is his or her responsibility and he or she alone shall bear the consequences.

**25. CONDITION OF PROPERTY.** The Tenant hereby acknowledges that the Property is in good condition. Tenant will be furnished with a Move-In-Report upon commencement of this Lease. If there is anything about the condition of the Property that is not good, Tenant agrees to record it on the Move-In-Report and return said report to Agent within 5 (five) days of taking possession of the Property. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the Property is in good condition at the time of occupancy.

**26. MAINTENANCE BY TENANT.** Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep lawns neatly mowed and landscaping in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulation, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on or from the Property. Tenant shall indemnify and save Agent harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by the Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

**27. WATER/MOISTURE/MOLD.** Tenant shall promptly notify Agent, in writing, in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets, flooding and/or water damage to the Property. In the event of water moisture, water leaks, water spillage, flooding and/or water damage. Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Agent promptly in the event mold of any type is observed within the Property.

Upon notification from Tenant, Agent, at Owner's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Owner, to remediate and repair such water damage and removal of mold.

**28. UTILITIES.** Tenant will be directly responsible for payment of all charges for gas, electric, heat (including oil where applicable), garbage pickup, water and sewer, cable, and any other bills incurred during their residency that are not included with the rent. Tenant agrees to immediately title all accounts for the above utilities or other services in Tenant's name unless otherwise agreed by the parties to this Lease. In the event Agent pays any of the above charges on behalf of Tenant, the cost of utilities or services that are to be furnished at the expense of Tenant, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Agent may, in Agent'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 Agent on demand. Agent shall have the same remedies for the collection of such utility costs as Agent has for the non-payment of rent under this Lease. In the event Agent or Tenant is prevented or is unable, for reasons beyond Agent's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Agent is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

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

**30. SMOKE DETECTORS.** Smoke detectors are provided on the Property according to the laws of Maryland that dictate the number, location, and type of smoke detectors that are required. The Property 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. The Tenant should obtain a dual powered smoke detector or a battery powered smoke detector at their expense.

**31. PETS.** No pets may be kept on the Property without the prior written permission of the Agent. If pets are allowed, an addendum containing Pet provisions must be attached to this Lease. If it is discovered that there is a pet on the premises without a signed pet addendum, the Tenant will immediately be billed up to a \$500.00 additional non-refundable pet fee. This action is also considered breach of the terms of the Lease and could result in termination of the Lease.

**32. SMOKING. NO SMOKING IS PERMITTED INSIDIE THE PROPERTY AT ANY TIME.**

**33. CLEANING FEE.** Tenant hereby acknowledges property is in a professionally cleaned condition and agrees to accept the property in its present state of cleanliness. Tenant agrees to return the property in the same condition or pay a cleaning fee if Agent needs to have the Property professionally cleaned. Property needs to be delivered to the Agent free and clear of all items and debris upon move-out. Tenant will be responsible for all charges associated with removal of any items or debris.

**34. RESIDENT'S GUIDE.** Tenant, and Tenant's agents, employees, invitees and family members, shall observe and comply with the rules and regulations, if any, set forth in or attached to this Lease. Agent reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations as Agent shall, in its judgment, determine to be necessary for the safety, care, cleanliness of the Property, for the preservation of good order, or for the comfort or benefit of residents generally.

**35. TENANT'S AND AGENT'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT.** If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner. Tenant waives all claims against Owner and condemner by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

**36. INSPECTIONS.** Tenant acknowledges that Agent has the right to be present at any and all inspections in and about the Property, and agrees to notify Agent prior to any inspection.

**37. TENANT'S RESTRICTIONS CONCERNING VEHICLE PARKING.** Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.

**38. TENANT'S RESTRICTIONS CONCERNING TRASH.** All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.

**39. JOINT AND SEVERAL LIABILITY.** The liability of the Tenants shall be both joint and several.

**40. APPLICABLE LAW.** The laws of Maryland shall govern the validity, performance and enforcement of this Residential Lease Agreement. Jurisdiction and venue shall be in the State of Maryland.

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

**42. OWNER DOES NOT WAIVE LEGAL RIGHTS.** The failure of Owner to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Agent of such term or condition or an election for future instances.

**43. HEIRS AND ASSIGNS ARE BOUND BY LEASE.** The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Agent and Tenant.

**44. TERMS.** This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. In this agreement the singular shall include the plural and the plural shall include the singular, the use of any genders shall be applicable to all genders, and the term Agent will include the Owner, Landlord, and Lessor, and the term Resident will include Tenant and Lessee.

**45. LEAD PAINT – APPLICABLE 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 the Property.

If the Property was built prior to 1979, 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). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Owner will have the option to participate in the liability limitation portion of the Maryland Program.

**Age Classification of Property:** Owner represents and warrants to Tenant(s), Agent, Agent(s) subagents, intending that they rely upon such warranty and representation, that (initial all that apply):

**The Federal Program** (initial 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** (initial one)

- \_\_\_\_\_ The Property was built prior to 1950, **the Maryland Program applies fully.**
- \_\_\_\_\_ The Property was built after 1949 but **BEFORE 1979, the Maryland Program applies at Owner’s option**

**Age Classification Unknown** (initial, if applicable)

\_\_\_\_\_ Owner is uncertain as to age classification; therefore, Owner 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 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

**NOTICE TO TENANT - LEAD BASED PAINT, HAZARDS, AND CONSUMER DISCLOSURES.** Tenant 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. Tenant acknowledges the receipt of the following required brochures from owner/Agent.

- a. The EPA **“Protect Your Family From Lead in Your Home”** brochure. (Under Federal Law-The Residential Lead Based Paint Hazard Reduction Act of 1992)
- b. The **“Notice of Tenants Rights, Lead Poisoning Prevention”** published by the Maryland Department of the Environment. (Under Maryland Law – The Maryland Lead Poisoning Prevention Program)
- c. Tenant(s) has received a copy of the Lead Inspection Certificate where applicable.

Tenant understands and acknowledges that compliance under Federal and Maryland Law is the sole responsibility of the owner, and the Tenant will read and become familiar with the requirements of Federal and Maryland Law as contained in the above brochures and notices.

\_\_\_\_\_ **Tenant’s initials**

**45. INCLUSIONS /EXCLUSIONS.** Included in this property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the Property, are included, as follows:

CHECK INCLUDED ITEMS

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Stove or range   | <input type="checkbox"/> Dishwasher             | <input type="checkbox"/> Ceiling Fan(s) #         | <input type="checkbox"/> Alarm System      |
| <input type="checkbox"/> Cooktop          | <input type="checkbox"/> Freezer                | <input type="checkbox"/> Window Fan(s)#           | <input type="checkbox"/> Intercom          |
| <input type="checkbox"/> Wall Oven        | <input type="checkbox"/> Washer                 | <input type="checkbox"/> Fireplace Screen/Doors   | <input type="checkbox"/> Storage Shed      |
| <input type="checkbox"/> Refrigerator     | <input type="checkbox"/> Dryer                  | <input type="checkbox"/> Furnace Humidifier       | <input type="checkbox"/> Garage Opener(s)# |
| <input type="checkbox"/> w/ice maker      | <input type="checkbox"/> Pool, Equip., cover    | <input type="checkbox"/> Electronic Air Filter    | <input type="checkbox"/> Playground Equip. |
| <input type="checkbox"/> Microwave        | <input type="checkbox"/> Hot Tub, Equip., cover | <input type="checkbox"/> Water Filter             | <input type="checkbox"/> Wood Stove        |
| <input type="checkbox"/> Trash Compactor  | <input type="checkbox"/> Screens#               | <input type="checkbox"/> Water Softener           | <input type="checkbox"/> Satellite Dish    |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Storm windows#         | <input type="checkbox"/> Curtains#                | <input type="checkbox"/> Lawn Mower        |
| <input type="checkbox"/> Central Vacuum   | <input type="checkbox"/> Storm Doors            | <input type="checkbox"/> Curtain rods#            | <input type="checkbox"/> Blinds/Shades#    |
|   | <input type="checkbox"/> Window A/C units#      | <input type="checkbox"/> Carbon Monoxide Detector |  |

Additional Inclusions: \_\_\_\_\_

Exclusions: \_\_\_\_\_

**46. FULL DISCLOSURE.** The Tenant, by signing this Lease Agreement, hereby states that all questions about this Lease Agreement have been answered, that they fully understand all the provisions of the Lease Agreement and the obligations and responsibilities of each party, as spelled out herein. Tenant further states that Tenant agrees to fulfill his or her obligations in every respect or suffer the full legal and financial consequences of his or her actions or lack of action as a violation of this agreement. Signature by the Tenant on this Agreement is acknowledgment that he or she has received a signed copy of the Lease Agreement.

By signing this Agreement, Tenant acknowledges that he/she has read and understands the terms of the Lease Agreement and accepts and agrees to be bound by all the terms and conditions of said Lease.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Landlord or Owner's Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**For convenience of Agent and Tenant a SECURITY DEPOSIT RECEIPT is printed on the following page.**



## Maryland Receipt of Security Deposit

Landlord/Agent:

Tenant(s): \_\_\_\_\_

Leased Property: \_\_\_\_\_

In accordance with Maryland Code 8-203.1; Tenant is being provided with this receipt for the payment of a security deposit along with a list of the tenant's rights concerning security deposits. Agent has received from the tenant a security deposit in the amount of \$\_\_\_\_\_ in the form of \_\_\_\_\_. Tenant has the following rights:

1. Tenant has the right to have the Leased Property inspected by the 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 within 15 days of the Tenant's occupancy.
2. The Tenant has the right to be present when the Agent inspects the Leased Property at the end of the tenancy in order to determine if any damage was done to the Leased Property, if the Tenant notifies the Agent by certified mail at least 15 days prior to the date of the Tenant's intended move, of the Tenant's intention to move, the date of moving, and the Tenant's new address.
3. The Agent is obligated to conduct a move-out inspection within 5 days before or after the Tenant's stated date of intended moving.
4. The Agent is obligated to notify the Tenant in writing of the date of the inspection.
5. The Tenant has the right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security deposit claimed by the Agent and the actual costs, within 45 days after the termination of the tenancy.
6. The Agent is obligated to return any unused portion of the security deposit, by first class mail addressed to the Tenant's last known address within 45 days after the termination of the tenancy.
7. Tenant understands that the failure of the Agent to comply with the security deposit law may result in the Agent being liable to the Tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.
8. The Agent will retain a copy of the receipt for a period of 2 years after the termination of then tenancy, abandonment of the premises, or eviction of the Tenant, as the case may be.
9. The Agent shall be liable to the Tenant in the sum of \$25.00 if the Agent fails to provide a written receipt for the security deposit to the Tenant.

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

Tenant Printed Name \_\_\_\_\_

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

Tenant Printed Name \_\_\_\_\_

Owner/Agent Signature \_\_\_\_\_ Date: \_\_\_\_\_