



STANDARD LEASE AGREEMENT

3409 ELMORA AVENUE BALTIMORE, MARYLAND 21213

THIS LEASE, made this 1st day of January 2017 between Motta & Motta Real Estate, LLC hereinafter called the landlord and hereinafter called the tenant:

FIRST MIDDLE
[REDACTED]

LAST SOCIAL SECURITY NUMBER MARITAL AND EMPLOYMENT STATUS
[REDACTED]

WITNESSETH: That the Landlord leases to the Tenant(s) and the Tenant(s) leases from the Landlord the premises known as: 3409 Elmora Avenue, in the city of Baltimore, in the state of Maryland for use as a single-family dwelling only, under the following terms and conditions.

PROPERTY DESCRIPTION: The property is described as a "rental". The tenant has inspected the subject property as described above and is accepting the property in "As is" condition. NO further modifications or improvements will be made by the Landlord.

TERM: This lease will be for a term of: One Year, beginning on the day of January 2017, and ends January 31st 2018. The Landlord assumes no liability and will in no way be held responsible for any delays in delivering the property, described herein to Tenant(s). The Landlord assumes no liability for any delays for any reason in delivering the said premises.

RENT: The total rent for the term of this lease is Eleven thousand seven hundred dollars and 00/100 (\$11,700.00). Rental payments are to be made on the first (1st) day of every rental month in the amount of Nine hundred seventy-five dollars and 00/100 (\$975.00).

RENT COLLECTIONS AND PAYMENT: ALL RENT IS DUE ON THE FIRST DAY OF THE MONTH. RENT MUST BE PAID AT THE LANDLORDS OFFICE, AND MUST BE RECEIVED NOT LATER THAN 5:00 P.M. ON THE 5TH DAY OF THE MONTH.

After 5:00 p.m. on the 5th day of the month a late fee of five percent (5%) will be added to your account balance. It is the tenant's responsibility to bring their payment to the office or the bank. If the tenant(s) calls requesting rent to be picked-up, Tenant(s) hereby agree to pay an additional handling fee, which is determined by time and distance. No exceptions will be agreed to.

Starting 01/01/2017 and for all months thereafter \$975.00 is always due on the first (1st) of the month in the amounts as listed below:

TERM MONTH
One Year

MONTHLY INSTALLMENT
\$975.00

LATE FEE
\$48.75



THE RETURNED CHECK FEE IS \$50.00 (FIFTY DOLLARS) AND WILL AUTOMATICALLY MAKE THE RENT LATE, THE 5% (FIVE PERCENT) LATE FEE WILL BE ASSESSED IN ADDITION TO THE RETURNED CHECK FEE.

**NO ACCESS TO THE PROPERTY WILL BE PERMITTED UNTIL
ALL BALANCES DUE ARE PAID IN FULL**

PLEASE NOTE:

- RENT IS ALWAYS DUE ON THE FIRST DAY OF THE MONTH. INITIALS [REDACTED]
- IF YOUR ACCOUNT HAS AN OUTSTANDING BALANCE OF FIVE DOLLARS (\$5.00) OR MORE [REDACTED] IT WILL AUTOMATICALLY BE CONSIDERED LATE, ALL MONEY PAID WILL BE APPLIED TO PAST DUE BALANCES FIRST. INITIALS [REDACTED]
- RENT IS CONSIDERED LATE IF NOT PAID BY THE 1ST DAY OF THE MONTH. THE LATE FEE WILL BE WAIVED IF PAID BY 5:00 P.M. THE 5TH OF EACH MONTH. INITIALS [REDACTED]
- PAYMENT MUST BE RECEIVED BY 5:00 P.M. ON THE 5TH OF THE MONTH TO NOT BE CONSIDERED LATE.

NO EXCEPTIONS WILL BE MADE.

- PAYMENTS SHALL ALWAYS BE APPLIED TO ANY NON-RENT OBLIGATIONS OF TENANT(S) INCLUDING, BUT LIMITED TO: LATE CHARGES; RETURNED CHECK CHARGES; CHARGE-BACKS FOR REPAIRS; BROKERAGE FEES; PROPERTY MANAGEMENT FEES; AND PERIODIC UTILITIES BEFORE BEING APPLIED TO RENT, REGARDLESS OF ANY NOTATIONS ON A CHECK OR MONEY ORDER.
- ANY AND ALL CHARGES OR FEES BECOME PART OF THE RENT.

SECURITY DEPOSIT: SECURITY DEPOSIT CANNOT BE USED AS RENT. INITIALS [REDACTED]

LANDLORD: [REDACTED]

The property will be turned over to the Tenant(s) at the start of the Lease Agreement provided that full security deposit and first month's rent as described above are paid in full. All payments are first applied to the Security Deposit until such time that the Security Deposit is paid in full. Under no circumstances will the property be turned over to the Tenant until the Security Deposit and first month's rent have been paid in full as outlined herein.

- Rent notices are filed with the ANNE ARUNDEL COUNTY DISTRICT COURT; BALTIMORE CITY DISTRICT COURT OR OTHER JURISDICTION AS NECESSARY on or before the 6th (sixth) day of every month for any rents not paid in full as defined in the terms and conditions of the lease agreement. If a RENT NOTICE OR LEGAL PROCEEDING IS FILED, THE COSTS AND FEES ARE THE RESPONSIBILITY OF THE TENANT(S) AND THIS IS CONSIDERED PART OF THE RENT DUE FOR THE PURPOSES OF THIS LEASE AGREEMENT. It is the tenant's responsibility to make sure all rents are received when due, by the 5:00 p.m. on the 5th (fifth) day of each rental month. INITIALS [REDACTED]

ACCEPTANCE OF PROPERTY: The Tenant(s) has inspected the property, understands the location and configuration of the property covered by this Lease Agreement, and is accepting the property in "AS IS" condition. The Tenant agrees to take responsibility for all final cleaning of the subject property.

1 SECURITY DEPOSIT:

Upon execution of this lease, the Tenant(s) shall deposit with the Landlord the sum totaling \$975.00 (Nine hundred seventy-five dollars and 00/100), which shall not exceed two (2) month's rent. The Landlord hereby acknowledges receipt from the Tenant(s) as payment of the security deposits and said Tenant(s) is hereby advised of Tenant's Rights under Maryland State Law with regards to said security deposits paid and acknowledged above. If the Landlord requires a security deposit, He shall, upon written request promptly provide the Tenant with a written list of all existing damages. The request must be made within fifteen (15) days of the Tenant's occupancy. The security deposits, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this lease or for damage to the leased premises including, however, not limited to the Tenant(s), Tenant's family, agents, employees, or social guests in excess of ordinary wear and tear and any legal fees incurred by Landlord for enforcement of the any provisions as outlined in this lease agreement. The Tenant(s) has the right to be present when the Landlord or Landlord's agent, inspects the premises in order to determine if any damage was done to the premises, if the Tenant(s) notifies the Landlord by certified mail of intention to move, the date of moving, and his new address. The notice to be furnished by the Tenant(s) to the Landlord, shall be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify

the Tenant 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 by the Tenant's notice. The security deposit is not liquidated in damages and may not be forfeited to the Landlord for breach of the rental agreement, except in the amount that the Landlord is actually damaged by the breach. In calculating the damages for lost future rents, any amount of rents received by the Landlord for the premises during the remainder, if any, of the Lessee's term, shall reduce the damages by a like amount. The Landlord shall return, within 45 (forty-five) days after the end of tenancy, the security deposit to the Tenant(s), together with simple interest which has accrued in the amount required by state law less any damages rightfully withheld. Said interest shall accrue at six-month intervals from the day the Tenant(s) gives the Landlord the security deposit and interest is not compounded. If any portion of the security deposit is withheld, the Landlord must present by first-class mail directed to the last known address of the Lessee within thirty (30) days after termination of the tenancy, a written list of the damages claimed in the above paragraph, together with a statement of the cost actually incurred. Also, the Tenant(s) may not utilize the security deposit as rent and the Tenant(s) shall not apply the same as the last month's rent. **SECURITY DEPOSIT CAN NOT BE USED AS RENT.** If there is an oil tank on the premises, and the Tenant(s) does not refill the oil tank to the same level of oil in the tank at the start of this lease agreement, Landlord may also withhold from the security deposit any amount necessary to refill the oil tank to the same level of oil as at the start of this lease. A copy of the current damages to the property (to be completed at time of property inspection with Landlord and Tenant(s) at the start of this lease agreement are attached.

INITIALS [REDACTED] DATE [REDACTED]

2 MAINTENANCE OF PREMISES

It is agreed that the Tenant(s) will keep said premises, including garage or other out buildings, if any, in good order and condition, keep all lawn and hedges mowed or trimmed, and flower beds and shrubbery in good order, keep all gutters clear of leaves and debris, promptly remove ice and snow from all walks, steps, and drives, keep all portions of the leased premises in clean and sanitary condition and comply with all applicable federal, state, community, and local laws, ordinances, and regulations with respect to said premises. Firewood and other sources of termites shall not be stored within fifty (50) feet of any structure.

INITIALS [REDACTED] DATE [REDACTED]

- A. **NOTICE OF DEFECTS:** It is further agreed that the Tenant(s) will give the Landlord or his agent prompt notice of any defects, including however not limited to, leaks, or breakage in the structure, equipment, or fixtures of said premises, including damage by fire, storm, water, and flood in writing in addition to any phone calls.

INITIALS [REDACTED] DATE [REDACTED]

- B. **ALTERATIONS:** Tenant(s) 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, but not limited to, air conditioning, washers, dryers, dishwashers, heating, refrigeration, cooking units, and radio or television antennae. Tenant will not drive nails or other devices into the walls or woodwork (a reasonable number of small nails used as picture hangers will be excepted, tape will not be used), will not change existing locks, refinish or shellac the wood floors of the premises, without prior written permission of the Landlord or Landlord's agent. It is understood that if said permission is granted, all costs to install or change shall be at Tenant's expense unless otherwise agreed and that such changes, and all alterations or additions shall immediately become the property of the Landlord.

INITIALS [REDACTED] DATE [REDACTED]

- C. **RESPONSIBILITIES:** The Tenant(s) shall furnish the Tenant's own electric light bulbs and window coverings at the Tenant's own expense, and shall replace as needed. The Tenant(s) is responsible for replacement of furnace filters on a regular basis and shall have oil and gas heaters, if any, regularly serviced by competent mechanics to prevent avoidable damage. If the house is equipped with an oil burner, the Tenant(s) agree to purchase a burner service contract from some reputable company providing for the cleaning of the furnace and burner, which does not contravene any existing service contract. All garbage and trash must be placed in suitable covered containers. The Tenant(s) will be held responsible for any damage to the premises caused by any negligence on the part of the Tenant(s), or the Tenant's guests and invitees, including but not limited to, damage caused by bursting pipes from failure to turn off water in cold weather, stoppage of the water closets and drains, etc. The Tenant(s) shall not refinish or sand the wood floors but shall keep them clean and in good order. The Tenant(s) shall keep the floors and floor covering clean and in good order. During any period in which the outside temperature will be below 30 (thirty) degrees, the Tenant(s) will shut off the water supply to all exterior water spigots.

INITIALS [REDACTED] DATE [REDACTED]

- D. **REPAIRS:** Any repair made necessary due to negligent acts of commission or omission of the Tenant(s), his family, guests, employees, or pets shall be paid for by the Tenant(s), but the Tenant(s) shall not order repairs on or about the premises without prior approval from the Landlord/Agent. **No deductions of any kind will be made to the rent for any reason. ALL repairs**

required which are not otherwise covered in this lease are subject to a deductible amount of \$100.00 which is to be paid by the Tenant(s), except repairs on the furnace, hot water heater, central air conditioning, and roof which shall be paid by the Landlord. If furnace repair is required due to tenant(s) not changing filter, then tenant(s) will be responsible for such repairs. In the event the Tenant(s) fails to make such payments for repairs or outstanding repair bills when due, then the amount thereof, subject to the deductible listed above, will be added to and shall be deemed part of the rent due and the Landlord shall have the right to seek the remedies for the collection of such charges as for rent.

INITIALS [REDACTED]

E. SMOKE AND OR CO₂ DETECTORS : The Tenant(s) acknowledges it is the Tenant's responsibility to maintain smoke and or CO₂ detectors on the premises with at least one approved smoke and or CO₂ detectors in accordance with the provisions of Article 38A, Paragraph 12A (b) of the Annotated Code of the State of Maryland, as amended. The Tenant(s) further acknowledges the Tenant's responsibility to maintain said detector/s, and assumes all liability thereof and hereby waives and exonerates Landlord/Agent from any and all liability resulting from any defect.

INITIALS [REDACTED]

F. FINES: Tenant(s) is responsible for any and all fines incurred at the property due to tenant actions or inactions. Fine amounts will be deemed part of the rent and treated as such.

INITIALS [REDACTED]

3 AUTHORIZED OCCUPANTS—AUTHORIZED OCCUPANTS

The following persons, any offspring born to them during the term of this lease, are authorized to occupy the premises: As listed on the face page of this agreement ONLY and;

[REDACTED]

AND NO OTHERS!!

ANY OTHER PERSONS WILL BE CONSIDERED TRESPASSING.

This paragraph is not intended to preclude occupancy by "occasional guests", defined as persons who, with Tenant(s) consent, temporarily occupy the premises for not more than 15 (fifteen) consecutive days. Written permission from the Landlord must be obtained for additional residents. Any intended occupancy by "occasional guest" will increase monthly rent by \$50.00 per day per occasional occupant.

INITIALS [REDACTED]

4 ACCIDENTAL LIABILITY

The Tenant hereby releases the Landlord from all responsibility and liability, and Tenant expressly assumes all liability, in any action for damage which may arise from any kind of injury to anyone, by and on account of the use, or misuse, of that portion of the demised premises and property within the exclusive control of Tenant, or by and on account of any physical condition whatsoever, that may at any time exist upon or within the premises, or the sidewalk adjacent thereto or the property within the exclusive control of the Tenant, during the term of this lease. Provided, however, that in respect to the condition of the premises or sidewalk adjacent thereto, this clause shall not apply in any case where the Landlord shall have received written notice, by certified mail, from the Tenant of any defect in said premises or the sidewalk adjacent thereto, within a reasonable time after the Tenant has knowledge thereof. Providing further that, nothing in this clause shall be construed to relieve the Tenant from taking all necessary measures, during the interval between the Tenant's knowledge of the defect and the Landlord's repair thereof, to protect the public and others from injury by reason of such defect. It is the sole responsibility of the Tenant to notify in writing, the Landlord of any and all defects and/or potential dangerous or abnormal conditions in, on or around the said premises and property.

INITIALS [REDACTED]

5 NOTICES

In every instance in which notice is to be given, hereunder, such notice shall always be in writing. Either party may change the address to which notices to that party are to be sent by sending written notice of such new address to the other party. Any notice provided for this lease shall begin to run on the date such notice shall begin to run from the immediately ensuing first day of a calendar month. If vacation of the premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rental due for any resulting partial period shall accrue at the daily rate, which shall be calculated by dividing the monthly rate by thirty (30) days. If properly sent, prepaid by mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt in the case of certified or registered mail. Unless otherwise provided, notices shall always be sent to the attention of the Landlord at the address of Landlord on the first page of this Lease Agreement.

Initial [REDACTED]

An approved copy of this Lease Agreement will be mailed to the Tenant(s) at the address of the Leased Premises unless otherwise directed by the Tenant(s). Additional copies or partial copies are available at a cost of \$15.00 per copy. In the event it becomes necessary for the Landlord to notify the Tenant(s) of a time sensitive event (such as a pending eviction), and the Landlord is unable to contact the Tenant(s) live by phone, the Landlord may at his discretion use overnight delivery or certified mail to notify the Tenant(s). Any cost of the overnight and/or certified mail will be the sole responsibility of and will be billed to the Tenant(s). For the purposes of this Lease Agreement such charges will be considered additional rent.

INITIALS

6 TERMINATION BY DEATH

If any party to this lease should die during the term of this lease, the Personal Representative of the estate of the deceased may terminate this lease by giving at least one (1) month's written notice from any rental due date.

7 AGENTS

Should the Landlord retain an Agent who is an attorney, licensed real estate broker, or property management company, any authority vested in the Landlord under the terms of this lease may be exercised by the Landlord's Agent and all notices to be furnished to the Landlord may be furnished to the Agent instead.

INITIALS

8 INSPECTION AND ACCESS DURING OCCUPANCY

The Tenant(s) will allow the Landlord, Agent, Maintenance Technician, or Sub-Contractor of the Landlord to enter the premises for the purpose of inspection or repairs at all reasonable times. If the Landlord/Agent is unable to gain access after making reasonable attempts to arrange an appointment with the Tenant(s), the Tenant authorizes the Landlord or his Agent to use an office key to gain entrance to the property. If Tenant has changed the locks then Landlord will drill out Tenant's locks to gain entry and change locks. Tenant will then be required to come to office and pick up new key. Tenant will be billed \$75.00 for lock change. Although the Landlord reserves the right to make the inspection, he is under no obligation to inspect. During the last 60 (sixty) days of this lease, the Tenant shall permit the placement of a "For Rent" sign and shall allow the premises to be shown to prospective tenants during the hours of 10:00 A.M. and 8:00 P.M. daily. Tenant is obligated to cooperate with Property manager with showing property. During the last 60 (sixty) days of this lease, the Tenant shall permit the placement of a "For Sale" sign and shall allow the premises to be shown to prospective buyers during the hours of 10:00 A.M. and 8:00 P.M. daily. The Landlord/Agent shall, if requested, give the Tenant(s) at least one hour's telephone notice of such showings. However, if the Tenant(s) is not home when the telephone call is made, the premises may be shown by utilizing the key retained by the Landlord/Agent or by use of a key lock box, as authorized by the Landlord, during the periods the property is on the market for sale or rent.

In the case of an emergency, the Tenant(s) hereby grants the Landlord permission to enter the premises with the key retained by the Landlord or by any means necessary to address the situation at hand.

INITIALS

9 TAX INCREASE

If the real estate taxes or property insurance increases during the term of this lease, the Landlord may, at his option, increase the monthly rent by one-twelfth (1/12) of the annual tax and/or insurance increase, rounded off to the nearest dollar. The Tenant shall, if requested in writing, be supplied with reasonable proof of the increase. Such notification of the rental increase shall be given at least thirty (30) days prior to the due date of the rent, which will include the increase.

INITIALS

10 PETS

NO AUTHORIZATION FOR PET

The Tenant shall not keep or allow pets to be kept on the premises without the written authorization and consent of the Landlord/Agent by a separate signed pet addendum. The fine for having unauthorized animals on the property is \$50.00 per animal per day.

INITIALS

11 PERSONAL PROPERTY

Tenant(s) acknowledges that all of the Tenant's personal property or that, which belongs to others placed on the premises at the invitation of or with the consent of the Tenant, shall be at the Tenant's risk. It is a requirement of the lease that the Tenant(s) obtain a Renter's Insurance policy to cover Tenant's personal property and keep said policy in full effect through the term of lease. *The Landlord does not cover any damage to the Tenant's personal property for any reason in any way.*


INITIALS

12 LIABILITY INSURANCE

The Tenant(s) agrees to obtain Tenant liability insurance (Renters Insurance) in an amount not less than (\$250,000) and shall have the owner of the property named as an additional insured. Tenant(s) shall provide to the Landlord /Agent a copy of such insurance policy prior to occupancy and at any other time upon request by Landlord. Hold Harmless: The Tenant(s) agrees to hold the Landlord and any and all entities associated with the Landlord Harmless for any accident or claim that may occur,

Initials

without limitation as to type of claim or occurrence. The Tenant(s) is responsible to maintain any and all insurance necessary to protect the Tenant(s) interest and liability.

INITIALS 


14 CASUALTY DAMAGE

If the premises are destroyed by fire, act of God, act of nature, public enemies, accident, or other casualty, the term of this lease shall immediately cease upon payment of rent apportioned to the day of such happening. If however, the premises is only partially destroyed or damaged and Landlord decides to repair the premises, such repairs shall be made by Landlord without unreasonable delay and this lease shall remain in full force and effect, without abatement of rent. Should Tenant(s) negligence be the cause of the destruction or damage, the lease shall not cease nor there be any abatement in rent.

INITIALS 

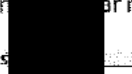
15 ACT OF GOVERNMENT

If the leased premises is acquired or condemned by eminent domain for any public or quasi-public use or purpose, either in whole or in part which renders the premises uninhabitable then the term of this lease shall cease and terminate as of the date of title vesting in such proceedings, and all rentals shall be paid to that date and the Tenant shall have no claims against the Owner or Landlord for value of unexpired term of this lease.


INITIALS 


16 RENEWAL PROVISION

At the end of the Term set forth in this Lease Agreement, unless one of the parties provides to the other party at least sixty (60) days written notice of its intention to terminate this Lease at the end of such Term, then this lease shall automatically convert to and continue as a 60 day to 60 day Lease Agreement, subject to all remaining conditions of this Lease. After the Automatic Conversion of the Lease to a 60 day to 60 day Lease Agreement, either party may terminate the remaining portion of the Lease at the end of any rental month by giving the other party at least sixty (60) days prior written notice. Any notice provided for by this Lease shall begin to run on the date such notice is delivered, provided such delivery is on the first day of the month, otherwise such notice shall begin to run from the immediately ensuing first day of a calendar month.

INITIALS 

17 PAYMENT OF RENT

It is agreed and understood by all parties of this lease agreement that any rental payment received by the Landlord after 5:00 P.M. on the 5th day of the month will be subject to a late charge of five (5%) percent of the monthly rent. **The late fee for this property is (dollars and 00/100) \$48.75** Said late charge, if not remitted with the delinquent rental payment shall remain due and payable immediately. In the event the Tenant(s) fails to make payment on any late fee due, then the amount thereof, at the discretion of the Landlord, will be added to and shall be deemed part of the rent due and the Landlord shall have the right to seek remedies for the collection of such charges as for rent. All late fees for the purposes of this Lease Agreement are considered Rent Due. Should the Landlord/Agent accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of this lease, which requires the payment of rent in advance. Any payments made by the Tenant(s) to the Landlord/Agent shall first be applied to any outstanding amounts for charges other than the current month's rent (rent, late charges, legal fees, returned check charges, repair bills, utility bills, etc.), before being applied to the current month's rent. Payments shall always be applied to security deposit due before being applied to rent. If any personal check used in payment of rent, security deposit, or any other monies due the Landlord, is returned by the bank for insufficient funds, closed account, or for any other reason, all future payments must be made in cash, certified check, or money order at the option of the Landlord/Agent. Tenant(s) agrees to pay the Landlord an administrative charge of \$50.00 on all such returned checks. Unless Tenant(s) makes payment by check  order, Landlord/Agent shall give Tenant(s) a receipt showing payment and the time period the payment covers.

INITIALS 

18 UTILITIES

The Tenant(s) shall pay all gas, oil, electric, water, telephone, cable, fuel charges, sewer use, septic tank expenses, and any other utilities for the premises as and when the same shall become due during the term of their tenancy, and make all required deposits therefore. Regular annual trash/refuse fees are paid by property owner, Tenant financial responsibility for trash/refuse is limited to costs, fees and fines incurred with regard to Tenant occupancy, this may include, however, may not be limited to fines, fees, and costs of any debris or bulk items located in or on the property or origination from Tenant's occupancy. **UTILITIES WATER:** The Tenant(s) shall deposit with the Landlord the sum totaling \$0.00 (zero dollars and 00/100) as utility deposit. Water Bill is split as follows: **Tenant 100% (one hundred- percent) Owner 0% (zero percent)** of water bill. All water bills will remain in the name of the Landlord. Landlord will promptly provide Tenant(s) a copy of the actual water bill. Tenant(s) agrees to promptly pay the Landlord by the due date on the water bill or be subject to the listed water company late fee.

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In the event the Tenant fails to make payment on any of the above listed utilities or any other utility that may pertain to the subject property, then the amount thereof, at the discretion of the Landlord, may be added to and shall be deemed part of the rent due and the Landlord shall have the right to seek remedies for the collection of such charges as for rent. The Tenant(s) agrees to furnish a receipted water bill, if applicable, for the above premises to the Landlord/Agent at the termination of the lease. Tenant(s) pays all utilities necessary for operation of the subject property. Tenant(s) agrees to maintain all utilities to the premises at all times. Tenant(s) agrees that if all utilities are included in rent that excessive utility bills will result in a surcharge based on a 12 (twelve) month average of said utility bills. Tenant(s) agrees to keep utilities on at all times and further agrees to be responsible for any damage caused by utilities being off while unit is being leased to them.

The Tenant must contact BGE for utility service immediately upon authorization of this Lease Agreement.

Baltimore Gas and Electric can be reached at 410-685-0123.

~~FUEL OIL: If the above premises use oil for heat, the Tenant(s) understands that the Tenant is totally responsible for the payment of all fuel oil, just as the Tenant(s) would be if the heating was by a public utility such as gas or electric. Immediately upon taking occupancy, regardless of the time of year, the Tenant(s) shall have the fuel tank filled to capacity at the Tenant's expense. Tenant(s) and Landlord agree that at time of occupancy, the oil tank on property was delivered to Tenant(s) at a level equal to: n/a gallons. Oil tank will be delivered back to the Landlord at the same or greater level of fuel at time of completion of this Lease Agreement. If the Tenant(s) does not fill the oil tank to the level of oil listed on this lease then the Tenant(s) will be responsible for any and all expenses associated with returning the oil/fuel level back to the same level as originally delivered to the Tenant(s). Any amounts due Landlord on outstanding charges required to bring the oil tank to the level of oil listed on this lease, will be deemed part of the rent due and the Landlord shall have the right to seek the remedies for the collection of such charges as for rent. There will be no proration of oil expenses for any amounts of oil remaining in the tank at the termination of this lease greater than original level of oil. It is strongly recommended that in normal weather conditions, the oil level not be allowed to drop below 1/4 of a full tank. In weather conditions where the temperature will be below 32 degrees for longer than one day, the oil level should never be allowed to dip below 3/4 of a full tank. Tenant will be fully responsible for any and all charges associated with maintenance required on the entire heating system including but not limited to, oil tank, oil feed line, boiler, oil filters, connections, nozzles, etc. caused by the Tenant's negligence by allowing the oil tank to run low or out of oil including but not limited to restart fees and damages to the heating system. Always maintain the oil tank as full as possible. The cost and expenses referred to in this section shall be considered damages due to breach of lease.~~

INITIALS 

19 ASSIGN, SUBLET AND USE

The Tenant(s) covenants that he will not carry on any business within the leased premises for any purpose other than that of a private, single family residence nor permit the same to be used for any disorderly or unlawful purpose. The Tenant(s) shall not use or permit to be used the leased premises for any unlawful act in or upon the leased premises, nor make nor permit to be made any disturbing noises, or do any act which will unreasonably interfere with the rights, comforts, or conveniences of neighbors, or act in any manner as to become or constitute a nuisance. Any breach of this provision shall be sufficient cause for the Landlord/Agent to issue to the Tenant(s) a thirty (30) day notice to vacate and any other provision of this agreement notwithstanding. The Tenant(s) shall not sublet the said premises nor assign this lease without the prior consent in writing of the Landlord, which consent shall not be unreasonably withheld. Any expenses incurred by the Landlord associated with subletting of said property will be the sole responsibility of the Tenant(s). Such expenses may include fees associated with; Application review, reference checking, credit report fees, lease preparation, advertising expenses, plus any other actual expenses incurred as a result of the subletting process of said premises.

INITIALS 

20 DRUG FREE PREMISES

It is the policy of the Landlord to make reasonable efforts to provide an environment free from any illegal drug activity. Tenant(s) acknowledges that the use or possession of illegal drugs (including any controlled dangerous substances as defined by federal, state, or local law) upon the premises is strictly prohibited. Tenant(s) agrees that no person occupying or otherwise using the premises, will manufacture, sell, distribute, dispense, use or store any illegal drugs on or about the leased premises. Any violation of this provision shall give the Landlord the right to terminate this lease immediately, in which the Tenant(s) will vacate the premises upon five (5) days' notice from the Landlord. If Tenant(s) fails to vacate the premises in accordance with the notice, Landlord shall be entitled to immediately seek repossession of the premises in accordance with applicable law. Tenant(s) agrees that Landlord shall be entitled to repossession of the premises pursuant to this provision if Landlord has a reasonable basis to believe that there has been a breach of this covenant to maintain a drug free environment. Tenant(s) agrees to be responsible and liable for any and all remaining rents due for the remainder of the Lease Agreement.

INITIALS 

21 USE, QUITE ENJOYMENT AND LOCAL LAWS

Initial 

The Tenant(s) shall keep the streets and areas adjacent to the premises clear of filth, refuse, and obstructions, the steps and sidewalks free from ice and snow, and will use the premises in compliance with the laws and ordinances applicable thereto and in a manner which will not increase the fire insurance rate applicable thereto. No non-registered, non-tagged vehicles will, under any circumstances, be allowed to be parked, stored, or kept on or around leased premises. No vehicles are to be parked on grass or on any unpaved area of the property. The Landlord covenants that the Tenant(s), on paying the rent and complying with the terms of this lease, shall peaceably and quietly have, hold, and enjoy the premises for the term of this lease agreement. Loud noise, screaming, disturbing the peace or quiet existence of other Tenants or neighbors, loud stereos or TV, improper language used in a loud or public manner or any other nuisance to the community will not be tolerated and will serve as cause for immediate termination of the Lease Agreement. All trash must be stored in proper covered containers to be supplied by the Tenant(s). Any violation of any of the use and quiet enjoyment provisions will serve as sufficient reason for termination of this lease agreement upon five (5) days written notice. Tenant(s) agrees to be responsible and liable for any and all remaining rents due for the remainder of the Lease Agreement. The police being called to the property more than 3 (three) times in a 12 (twelve) month period will be considered a breach of this lease agreement.

INITIALS [REDACTED]

22 SURRENDER

The Tenant(s) will, upon termination of this lease, surrender the premises and all fixtures and equipment of the Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. The Tenant(s) shall at the time of vacating the premises, clean said premises, including the stove and refrigerator (interior and exterior), and remove all trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant(s), the Landlord/Agent shall have such cleaning completed at the Tenant's expense, and the Tenant(s) hereby agrees to reimburse the Landlord/Agent for such expense. The Tenant(s) shall deliver all keys to the property to the Landlord/Agent within twenty-four (24) hours after vacating the premises. Failure to comply will be cause to charge the Tenant(s) for changing the locks. The cost and expenses referred to in this paragraph shall be considered damages due to breach of this lease.

INITIALS [REDACTED]

24 SEVERABILITY

The provisions of this lease are severable and if any provision, clause, sentence, section, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect nor impair any of the remaining provisions, sentences, clauses, sections, or parts of the lease or their application to the Tenant(s) or other persons or circumstances.

INITIALS [REDACTED]

25 VEHICLE PARKING

No automobile, truck, motorcycle, trailer, or other such vehicle shall be parked on the property without current license plates. Properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking area, in accordance with the law and any community restrictions and/or regulations. No other areas are permitted to be used for any type of car, motorcycle, or any other type of vehicle parking or storage. There will be a \$50.00 (fifty dollars) per vehicle, per day fee applied to your account if any untagged vehicles are found on the property.

INITIALS [REDACTED]

26 DEFAULT

If by any reason of default or breach by the Tenant(s) of any covenants contained in this lease, the Landlord is subjected to, or incurs any liability, penalty, or expense including reasonable attorney's fees, then Tenant(s) hereby agrees to pay, reimburse or otherwise be liable to Landlord for any such liability, penalty, or expenses to which Landlord is subjected or which Landlord incurs. In the event that legal proceedings are instituted against Tenant by Landlord or the Landlord's Authorized Agent, whether for payment of rent, possession of the premises, or enforcement of any covenants contained in this lease, the Tenant(s) agrees to pay, reimburse, or otherwise be liable to the Landlord for any expenses or such litigation, including but not limited to, court costs and reasonable attorney's fees incurred by the Landlord incidental to such legal proceedings.

After occupancy of this lease has begun, if either party fails to comply timely with any of the terms of this lease and such default continues without reasonable justification for one (1) month after notice to cure the default, except that only a five (5) day notice shall be required if the default consists of a failure to pay rent when due. Then one (1) month after notice, or five (5) days in the case of rent, the injured party shall have the option of declaring this lease terminated and shall be entitled to immediately vacate the premises, or have immediate possession thereof as the case might be without forfeiting whatever further right the injured party may have to damages for breach of the lease. Notice provided for in this paragraph shall begin to run on the date delivered in all cases and without exception.

INITIALS [REDACTED]

27 HEIRS AND ASSIGNS

Initial [REDACTED]
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It is understood and agreed that the conditions and agreements contained in the Lease Agreement to be performed by the respective parties are binding on and may be legally enforced by said parties, their heirs, executors, administrators, successors, and assigns respectively. Notwithstanding any of the above, the Landlord and/or Agent waive any provisions of this lease which is now or shall become illegal or contrary to any law or legislation in the jurisdiction of said property.

INITIALS [REDACTED]

28 FIREPLACE

All fireplaces in or about the premises are for the convenience of the Tenant(s) and shall be maintained, inspected annually, and cleaned at the Tenant's expense by a professional licensed contractor. Tenant(s) shall be held fully responsible for any damage or expenses caused by misuse or failure to properly clean fireplace.

INITIALS [REDACTED]

29 PERSONAL LANDLORD PROPERTY MAY OR MAY NOT BE IN OR ON PREMISES INCLUDES:

HOWEVER INCLUDE MAY NOT BE LIMITED TO;

Stove

Refrigerator

Light fixtures

If a stove, refrigerator, or other items are on the property, they are, if in working condition, and available for the Tenant's use. The Landlord will not under any circumstances make any repairs or warrant that the units, if present, are in working condition. If they are in working condition when the Tenant(s) moves in, it will be the TENANT'S RESPONSIBILITY to maintain them in proper working order and turn them back over to the Landlord in working condition. THE LANDLORD IS NOT RESPONSIBLE FOR ANY COST OF FOOD OR LOSS DUE TO STOVE OR REFRIGERATOR NOT WORKING.

INITIALS [REDACTED]

30 EQUIPMENT THAT OVERLOADS ANY SYSTEM

Tenant(s) will not use or install, or permit to be installed or used, any equipment of any kind that will require an alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the said property, without prior written consent of the Landlord, and the permission of any governmental agency or public utility company, as and if required, and compliance with applicable public laws.

INITIALS [REDACTED]

31 EXPLOSIVES AND FLAMMABLES

The Tenant will not use or keep in the dwelling any explosives, or inflammable or combustible materials which would increase the rate of fire insurance on the premises.

INITIALS [REDACTED]

32 CONDOMINIUM/ HOMEOWNERS ASSOCIATION

Whereas the leased premises are in a condominium (condo) or homeowners association (HOA), the Tenant(s) understands that the right to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declarations and By-Laws of said Condo/HOA and to such Rules and Regulations relating to the use of common elements, or other house rules that the Board of Directors may from time to time promulgate. Failure of the Tenant(s), their guest, employee and or relatives to comply with the terms of the Declaration, the By-Laws, and or any Rules and Regulations shall constitute an act of default under the lease. The responsibility for payment of the Condo/HOA fee shall be that of the Landlord. The Landlord may increase the rent at any time the Condo/HOA fee is increased. The amount of the rent increase is to be equal to the increase in the Condo/HOA fee in the nearest dollar.

INITIALS [REDACTED]

33 EXTERMINATION

It is agreed and understood that dwelling will be delivered free of rodent and insect infestation or will be treated for such. It is further agreed that any further extermination after tenant has moved in will be Tenant(s) responsibility and expense.

INITIALS [REDACTED]

34 RELEASING FEE

Tenant(s) agree that in the event that the lease is terminated early for any reason, tenant(s) agrees to pay a RELEASING FEE EQUAL TO 2 (TWO) MONTHS' RENT.

INITIALS [REDACTED]

35 KEYS AND LOCKS

Tenant(s) agrees to provide Landlord with keys to premises at all times during lease. TENANTS ARE NOT ALLOWED TO CHANGE LOCKS FOR ANY REASON. If Tenant(s) fails to provide Landlord keys, Landlord at Tenants' expense may have locks changed. If Tenant(s) fail to return any keys to Landlord at termination of lease, Tenant(s) shall be responsible for all charges incurred to change all locks located on premises of said lease. Tenant will be liable for a \$150.00 Lock Change Fee in the event they change the locks. TENANTS MUST RETURN ALL KEYS TO THE OFFICE.

INITIALS [REDACTED]

36 ACCIDENTAL DAMAGE

Initial
P [REDACTED]

Tenant(s) agrees that they are fully responsible for any and all damage to the property due to accidental or intentional neglect, misuse or due to improper care whether accidental or intentional.

INITIALS [REDACTED]

37 **COLLECTION FEES, COLLECTION COST, ATTORNEY FEES**

Should it become necessary for Lessor to employ an attorney or other professionals to enforce any of the conditions or covenants hereof, including the collection of rental, or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including however not limited to court fees, collection costs and reasonable attorneys' fee, including 1.9% per month interest on any monies owed to Motta and Motta Real Estate, LLC.

INITIALS [REDACTED]

38 **APPLIANCES AND PERSONAL PROPERTY**

All existing appliances, installed appliances, and all other personal property located on the property are for the tenants use and convenience and are not in any way warranted by the Landlord. Tenant is required to maintain said appliances and personal property in good working order at tenants own risk and expense. In the event it becomes necessary to replace the stove or refrigerator, the cost will be the responsibility of the Landlord less the required \$100.00 deductible. By definition, replacement shall only be necessary if the replacement cost will exceed 50% of the replacement cost. In the event it is deemed the tenants fault that the stove or refrigerator must be replaced then the entire cost of said replacement will be the Tenant's responsibility. Any charges incurred for the repair or replacement of any appliances is considered rent under this lease agreement and is collectible as such. **WASHERS, DRYERS, DISHWASHERS, AND OR MICROWAVES ARE NOT WARRANTED IN ANY WAY. IT THE TENANTS SOLE RESPONSIBILITY AND EXPENSE TO REPAIR THEM.**

INITIALS [REDACTED]

39 **BED BUGS**

All properties are certified by a professional pest control company to be delivered free of bed bugs. In the event that bed bugs are discovered in the unit, Tenant is responsible for all costs incurred for treatment(s) and removal of bed bugs including replacement of furniture or carpet. All cost incurred for treatment of bed bugs by Landlord and billed to Tenant are considered rent under this lease agreement and are collectible as such.

INITIALS [REDACTED]

40 **FINAL AGREEMENT**

All parties to this Agreement acknowledge that the full and final Agreement between the parties is contained herein and that there are no other verbal or implied conditions existing, which are not herein contained. This Agreement cancels and supersedes all prior written and oral understandings, proposals, promises, and representations of the parties respecting any subject matter contained herein. All parties agree that this is the full and final agreement between the Landlord and Tenant(s).

INITIALS [REDACTED]

SIMILARLY, ALL PARTIES TO THIS AGREEMENT RECOGNIZE THAT ANY ADDENDUM TO THIS AGREEMENT MUST BE EXECUTED IN WRITING, APPROVED AND SIGNED BY ALL NECESSARY PARTIES. IT IS FURTHER AGREED THAT THESE ADDENDUMS BECOME PART OF THIS LEASE AND THE PROVISIONS OF EACH BECOME ENFORCEABLE UNDER THIS LEASE AND PART OF THE RENT.

INITIALS [REDACTED]

Separate Addendum(s) attached (YES)

- | | |
|----------------------------------|---------------------------------|
| 01 LEAD PAINT DISCLOSURE | 07 PROMISE OF GOODS OR SERVICES |
| 02 SMOKE DETECTOR | 08 PETS |
| 03 MOLD INSPECTION | 09 HOT TUB |
| 04 POLICIES | 10 POOL |
| 05 RESPONSIBILITIES | 11 PROMISE TO PAY |
| 06 MAINTENANCE SERVICE & REPAIRS | |

LEASE AUTHORIZATION:

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT ADVICE. This contract has no right of

Witness

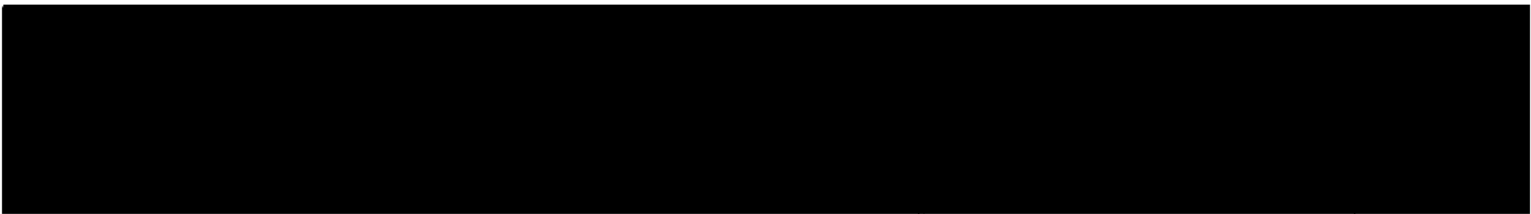
Name (print)

Signature (seal)

Social Security No.

Date

Initials [REDACTED]



END OF LEASE

