

RENTAL AGREEMENT

DATE 5/4/06

PROPERTY: 3614 SPALLDINE AV.

TENANTS: [REDACTED]

IN CONSIDERATION of the Owner renting the premises to the Tenants, the Tenants hereby understand and agree to the following terms and conditions:

RENT: Rent shall be \$ 590 per MONTH payable each 1ST in advance. The Tenants agree to pay the rent when due, without setoff, deduction or the need for demand or notice, at the office of the Owner or at such other place as he may specify, during normal business hours. It is agreed that the rent is not uniform and is apportionable from day to day except where it may be contrary to law.

Rental Includes: Gas NO Electric NO Heat NO Hot Water NO Cold Water and Sewer Service Charge NO Furniture NO Appliances NO.

\$ 640 is the full amount of the Security Deposit of which \$ 640 has been received by Owner at the time of the signing and delivery of a copy of this lease to Tenants.

TERM: The term hereof shall commence on JULY 1, 2006 and continue for a period of MONTH TO MONTH thereafter. At the end of the term, this agreement shall continue from month to month unless terminated in writing by Certified Mail by either party no less than sixty (60) days prior to the end of the original term or any term in a continuation of the original term. Tenants' obligation to pay rent continues during the sixty (60) day notice period. If the Tenants have paid a security deposit, it shall not be applied by the Tenants as payment toward the last month's rent.

WATER, GAS, ELECTRICITY, FUEL OIL, ETC: Unless otherwise indicated above, Tenants agree to supply fuel for heat, gas for cooking and/or hot water, electricity and their own furniture and appliances. If the rental includes gas and/or electricity, Tenants agree to pay the Owner, as additional rent, the costs of any fuel and/or energy used in operating any of the Tenants' appliances for heating or air conditioning. If this lease is for a one-family house, Tenants agree to pay for all metered water and sewer service charges, the cost of which is billed by the City of Baltimore periodically (presently every three [3] months). If City mails the bill for metered water and sewer service charge to Owner, this does not relieve the Tenants from their responsibility for payment of such bill in one-family houses. If Tenants fail to pay this bill by the next due date, the gross amount of the bill shall be treated as additional rent. If this lease is for a one-family house, Tenants also agree to pay as additional rent any and all trash and/or garbage collection charges, which the city may impose upon the Owner. If heat is fueled by oil, Tenants agree to purchase all their fuel oil from the company as may be designated by the Owner from time to time in order to obtain free oil burner service. The Owner herein designates such

Company at this time to be _____ Phone: _____

If they fail to do so, Tenants will pay, as additional rent, the cost of repairs to oil burner, heating plant and controls and any other damage as a result thereof. Tenants are permitted to purchase fuel oil from a company of their own choice but must provide the Owner, prior to the start of each heating season, with a copy of a fully paid for oil burner Service Contract from said Company or other reliable Service Company. If Tenants fail to provide such Service Contract, then the Owner may purchase one and charge the cost to the Tenants as additional rent. In any event, the Tenants shall pay for the cost of priming the oil burner or other repairs if necessitated by the Tenants allowing the oil tank to run too low or dry.

MAINTENANCE, REPAIRS, TENANT INSPECTION: Tenants have inspected the premises prior to the signing of this lease and found them to be safe, sanitary and suitable for habitation and all heating, lighting and plumbing to be free of any visible defects, except as follows _____

Owner agrees, upon notification by Tenants by Certified Mail, to maintain roof and plumbing, heating and electrical facilities in good repair unless the need for such repair results from misuse, abuse or neglect by Tenants or their invitees. It is agreed that the Owner does not supply, repair, replace or install storm doors, storm windows, screen doors, window screens or shades, mail box, fuses, smoke detectors (except if required by law), batteries, furnace filters, laundry washtubs, janitor service, garbage collection or any other items or services not specifically listed as supplied in this agreement. Any interior decorating such as painting or papering shall be done at the option of the Owner. Tenants agree to notify Owner by Certified Mail of repairs necessary to keep premises in a safe and sanitary condition in which event the Owner agrees to repair, except for those items specifically exempted in this section above, at Owner's expense and within a reasonable length of time, those items caused by ordinary wear and tear. If any defective condition of the premises comes to the Tenants' attention, it shall be the duty of the Tenants to immediately notify the Owner of such defective condition by Certified Mail. The Tenants shall be responsible for any liability or injury resulting to the Owner as a result of the Tenants' failure to so notify the Owner of such defective condition. If the need to repair is caused by Tenants or their invitees, Owner may make repairs, the cost of which will be treated as additional rent to be paid by the Tenants upon notification of amount. **FAILURE TO PAY COST OF REPAIRS AS ADDITIONAL RENT WILL BE COLLECTIBLE IN COURT.** Any repairs made by Owner without request by Certified Mail by Tenants shall not be construed as a waiver of the obligation of Tenants to notify Owner of any requested repairs by Certified Mail.

TENANTS' OBLIGATIONS TO THE PROPERTY: Tenants agree to keep property in a clean, safe and sanitary condition and not to damage, deface, impair, abuse or remove any part of the premises which includes but is not limited to walls, ceilings, floors, woodwork, paint, paper, plumbing, heating, electrical, glass, doors, window sashes, hardware and fixtures; not to use water on wood floors but to keep them waxed and covered with floor covering and to wash and use liquid wax on tiled floors. Tenants agree to keep their entire dwelling unit and basement, yards, porches, fire escape, steps, walk and sidewalks clean and to keep all walks, sidewalks, porches and exterior steps clear of snow and ice, except wherever any of the foregoing might be a common area of a multiple family dwelling and not under Tenants' sole control; to buy and use a sufficient number of 20-gallon metal garbage cans with tight-fitting lids and to set out said cans at such times and location as designated by the Owner so as to effect the proper collection of same; and if Tenants fail to fulfill any of these obligations, Owner may perform them and charge Tenants the reasonable cost for each such item. Tenants agree to pay such charges as additional rent. Tenants, if renting a one-family house, shall water and maintain all lawns and shrubbery and agree to keep all shrubs trimmed, the grass cut and to weed all flower beds and upon failure on their part to do so, Owner may have this done at Tenants' expense. In a multi-family dwelling, the aforesaid duties shall be the responsibility of the first floor Tenants. It is understood and agreed that the rent charged for this first floor unit has been adjusted in consideration of the Tenants carrying out these duties. Tenants must continually occupy premises and keep premises heated to a temperature above freezing during cold weather by using the heating equipment on the premises and not by using the gas stove or other appliances except temporarily in cases of emergency. Tenants agree to pay the cost of repairing any damage to the building or equipment therein, including inside burst water pipes or other water facilities, due to freezing caused by neglect, carelessness or the willful act of the Tenants. It shall be the responsibility of the Tenants, after the first two (2) weeks of occupancy, to arrange for and to pay for the cost of exterminating bugs, pests, insects, vermin and rodents in that portion of the premises under their control and to relieve any and all plumbing chokage. Tenants shall also be responsible for the replacement of all broken or cracked window glass or other glass regardless of the nature or cause of breakage. If Tenants fail to fulfill any of these obligations, Owner may perform them and charge Tenants the full cost for each item. Tenants agree to pay such charges as additional rent.

LATE CHARGES, COURT COSTS: If the rent is paid more than _____ calendar days later, Tenants will pay as a late charge a sum equal to five percent (5%) of the amount of delinquent rent due. If the rent is due weekly, the late charge is \$3.00 but such weekly late charges shall constitute, in the aggregate, no more than \$12.00 per month. Tenants also agree to pay the court costs charged by the District Court for any notices sent for non-payment of rent unless a court decision is rendered in favor of Tenants. In the event a Warrant of Restitution (put-out notice) is issued, Tenants also agree to pay the additional Court costs charged by the District Court and will also pay the sum of \$ _____, should it become necessary for Owner to hire men and/or equipment in advance for the purpose of being prepared for the put-out. All of the sums expressed in this section above are to be considered and designated as additional rent. If Tenants pay the rent more than _____ days late on more than _____ occasions in any _____ month period, Tenants shall pay to Owner, upon being given sixty (60) days written notice, an additional \$ _____ security deposit. This amount, together with that previously paid as Security Deposit shall not exceed two (2) times the monthly rent.

SUB-LETTING, INSURANCE: Tenants agree not to sub-let or assign this agreement without the written consent of Owner and not to do anything that will contravene the policy of insurance or increase the rate of insurance premiums on the premises and if they do, Owner may charge such increase to Tenants as additional rent.

NOISE AND BEHAVIOR: Tenants will permit no disturbing noises or conduct, and shall not knowingly permit to enter the premises or to remain therein any person of bad or loose character or of improper behavior, nor permit any illegal or immoral conduct or obstruct or interfere with the rights of other Tenants or any of them on in any way injure or annoy them at any time. Tenants will allow no singing or musical instrument of any kind, including television, radio, hi-fi, stereo, etc., at any time, if the same shall disturb or annoy other occupants of the building.

PROHIBITED ACTS, CARE OF PREMISES: Only the persons listed on the rental application will occupy the property. No pets shall be permitted on premises at any time; no portable swimming pools, playground equipment, air conditioners, electric heaters, washing machines or outside TV or radio aerial or antennas or any other apparatus designed to receive electronic signal transmission will be installed without written consent of the owner nor shall Tenants overload the electrical system. Nothing shall be attached to the roof or walls which would, in any manner, cause damage. Positively no waterbeds are permitted on the premises. Tenants shall not in any way obstruct the sidewalks, fire escape, entry, steps, elevators, stairways, landings, etc., nor permit children to play therein. Tenants may not disconnect or remove gas stove or refrigerator, if supplied by Owner, without written permission of Owner. Tenants agree not to violate any law in using the property, and agree to comply with all health, housing, fire and police regulations, and will not store or permit the storage of any gasoline, kerosene, or other flammable liquids or substances in the premises, common halls, basement or storage areas. The use of illegal kerosene heaters is forbidden.

RIGHT OF ENTRY: Owner shall have the right to enter the premises at reasonable times by use of key or by force if necessary, to inspect same and to make repairs required therein or elsewhere in Owner's property, to enforce any provision of this lease, and to show property to prospective Tenants and others, by appointment or by use of key. It is further agreed that in the event said Tenants, prior to the expiration of this lease, or any renewal term thereof, vacate, abandon, or surrender the premises at any time during the tenancy then the said Owner shall have the right to enter the premises by use of key or by force, if necessary, for the purpose of decorating or repairing said premises so that it may be put in a habitable and proper condition for occupancy by a prospective or another Tenant, without being liable to prosecution therefore or damages by reason thereof and without relieving the Tenants of any obligation to pay the rent for said premises.

LOCKS: Tenants shall not alter or add any lock or lock cylinder in any door without the written consent of Owner. If such consent is given, Tenants shall immediately provide Owner with a key for the use of the Owner his agent pursuant to the Owner's right to access the premises. Owner may retain a pass key to the premises.

Tenants agree that they have examined all locks throughout the premises and are satisfied that same are suitable and in good working order so as to afford a reasonable degree of safety and security.

SECURITY DEPOSIT: Section 8-203.1(a)(1) of the Real Property Article of the Annotated Code of Maryland provides that the Owner shall furnish a receipt to Tenants if the Owner imposes a security deposit. (See Attached Receipt). Tenants acknowledge that such a receipt has been furnished to them by the Owner.

DEPOSITS: If the law requires Owner to install smoke detectors in any dwelling, then, at the option of Owner, Tenants may be required to pay a refundable deposit for each legally required smoke detector installed and/or existing on the premises. If Tenants fail to pay said deposit to Owner immediately upon demand, then Owner may treat the amount due as additional rent. The deposit shall not exceed the cost of the smoke detectors and the installation thereof. The deposit shall be refundable to Tenants within thirty (30) days of their vacating the premises, provided that the smoke detectors have been left in proper working order.

NOTICE OF MOVING: Tenants must give sixty (60) days notice by Certified Mail prior to moving, clean the property, including the gas stove and other equipment, if supplied, remove all trash, furniture and other belongings, secure the premises and leave same in good condition, ordinary wear and tear excepted, and return keys to Owner's office within twenty-four (24) hours after vacating. When lease has been terminated by action of the parties or by operation of law, Owner may remove and dispose of such personal property that has been abandoned and Tenants agree to pay the cost of such removal.

BREACH OF LEASE: If Tenants violate any terms of this agreement, it shall be considered a breach of the lease and Owner may avail himself of whatever remedies are permitted by law in order to recover possession of the premises; and as much of the security deposit as is necessary will be applied by Owner as damages for rental breach of lease and damage to premises, but such retention shall not be construed as a waiver of any other rights of Owner.

MULTIPLE DWELLING – WATER, HALLWAYS: If property contains two (2) or more units, Owner will pay cost of water and sewer service charge unless otherwise stated in this agreement. Tenants agree to exercise care in using water and to promptly report all water leaks to Owner, and if Tenants fail to do so, they agree to pay as additional rent to Owner the amount by which the bill for water and sewer service exceeds the last bill received by Owner for water and sewer service, unless otherwise stated in this agreement. Tenants agree not to use water to wash vehicles. If the property contains two (2) or more dwelling units, then Tenants shall also be responsible for keeping the hallway adjacent to their apartment and the stairway giving access to their apartment in a clean condition; and to keep said hallway and/or stairway, as the case may be, lighted whenever necessary with a bulb bright enough to provide sufficient illumination onto said area in order to effect safe passage.

BAD CHECKS: If a check is accepted by Owner from Tenants for rents, it is purely as an accommodation to Tenants. If the check is dishonored by the bank, Tenants agree to pay a \$25.00 charge to Owner to offset administrative costs incurred by Owner's office.

DESTRUCTION OF PREMISES: In the event the premises becomes impossible to live in as a result of fire, floods, civil disorder or other causes beyond the control of either Owner or Tenants, the obligation to pay rent shall cease immediately, and Tenants agree to vacate the premises at once. Owner shall not be liable for any loss or damages to any property at any time located on the premises, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightning, vermin or any other cause, unless such loss is caused by Owner's gross negligence.

RENTAL APPLICATION: Tenants agree that all information supplied by them in the rental application which is made a part of this agreement is true and, in the event any information is not complete and true in

liable for all costs and expenses including reasonable attorneys fees incurred in connection therewith. and Tenants shall be

SUMMARY EJECTMENT, DISTRAINT: If any installment of rent shall become in arrears, Owners shall have the right to use the process of summary ejectment or distraint.

CESSATION OF SERVICES: It is mutually agreed that Owner has equipped the building with adequate heating, plumbing, electrical, hot water and other necessary facilities and apparatus and in the event of accident thereto or breakdown thereof, Owner shall use every reasonable effort to promptly restore the service, and shall not be chargeable by Tenants for a temporary cessation of an adequate supply of same. In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner's or Tenants' control, to obtain fuel or electricity for the services which they respectively have agreed above to furnish or in the event the rationing or non-delivery of the same, Owner is hereby released and discharged from any damages, direct or indirect, which might be suffered by Tenants, and this agreement shall continue in full force and effect.

WAIVER: The failure of Owner to insist, in any one or more instances, upon strict performance of any of the covenants of this agreement, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

OWNERS, TENANTS - MEANING OF: Wherever in this agreement the term "Owner" is used it shall be construed to also mean Owner's agent and wherever the term "Tenants" is used it shall be construed to also mean Tenants' family, employees, servants, agents, guests, invitees or sub-tenants.

CHARGES AGAINST TENANTS - TREATED AS RENT: Wherever this agreement provides for additional rent or a charge against Tenants, for any reason so stated in this agreement, or requires Tenants to be responsible for the payment of a bill, and in the event the Tenants fail to pay such additional rent, charges or payments, then the amount thereof, at the discretion of Owner, and without further notice to Tenants, shall be added to and deemed part of the rent due and is payable without setoff or deduction. Owner shall have the same remedies for the collection of such additional rent, charges or payments as he has the rent.

ALLOCATION OF PAYMENTS MADE BY TENANTS: All payments made by Tenants to Owner shall be applied as follows: first, to any late charges due and owing; second, to any and all court costs due, owing and arising out of a summary suit for rent; third, for any costs, deposits or charges which are the obligation of Tenants as stated in other sections of this lease; fourth, to any past due rents or debts arising out of the lease; and finally, to any currently due rent.

PARTIAL RENT PAYMENT: It is agreed that the acceptance by the Owner of less than the full amount of rent due and owing shall not serve to prevent the Owner from filing a summary ejectment action for any balance still due and owing.

ILLEGALITY - SEVERABILITY: In the event any provision or provisions of this agreement shall be deemed by a court of competent jurisdiction to conflict with applicable law, such provision or provisions shall, at Owner's option, either be (1) deemed modified to the extent necessary to comply with such law, or (2) severed from this agreement and shall cease to be a part thereof. If such provision or provisions are so severed, the remainder of this agreement shall remain in full force and effect.

NOTICE: If there are two (2) or more undersigned as Tenants, then any notice given by Owner to one shall constitute notice to all.

WATER USE TO BE PAID BY TENANT AS RENT

It is the responsibility of the tenant to pay the metered water bill and sewer service charge, on the herein rented property immediately on presentation of these bills when issued by the City of Baltimore, AS ADDITIONAL RENT. If the tenant fails to pay the bill as stated above, and the landlord pays it, the amount paid shall be additional rent due from the tenant to the landlord, immediately on the landlord's payment. In such case, the landlord shall have the right to file summary ejectment for nonpayment of rent in the Rent Court Division of the District Court of Maryland, AND THE TENANT SHALL BE SUBJECT TO EVICTION FOR NONPAYMENT OF WATER AND SEWER SERVICE CHARGE, IN THE SAME MANNER AS ANY OTHER RENT.

All of the above has been fully explained to me by the landlord or his agent, and I fully understand and agree to the above and have received a copy of this agreement.

(Date)

(Signature of Tenant)

(Date)

(Signature of Tenant)

5/4/80
(Date)

(Signature of Landlord)

5/6/80

ENTIRE AGREEMENT: Owner has made no promises or representations except those stated in this Agreement and it is agreed that this lease and the agreements herein contained can be changed only through a writing that is signed by both Owner and Tenants.

SEAL: It is the intention of Owner and Tenants to execute this agreement under seal.

TENANTS HAVE READ OR HAVE HAD THIS AGREEMENT READ TO THEM, UNDERSTAND SAME, HAVE RECEIVED A COPY OF THIS AGREEMENT, AND BOTH OWNER AND TENANTS BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

OWNER OR AGENT

NAME

ADDRESS

TENANTS

NAME

NAME: _____ (SEAL)

5/4/06

**RECEIPT
FOR
SECURITY DEPOSIT**

Security Deposit paid, together with interest as provided by law, is refundable to Tenants and will be mailed to them at their last known address within 45 days from end of tenancy; but Owner may deduct from the Security Deposit any unpaid rent, water bills, late charges, court costs, damage due to the breach of this agreement, and damages to the premises by Tenants, their agents, employees, family, or social guests in excess of ordinary wear and tear.

Tenants are hereby notified of their right to have the dwelling unit inspected by the Owner in the Tenants' presence for the purpose of making a written list of damages that exist at the commencement of the tenancy. Tenants must request such an inspection by certified mail within fifteen (15) days of the Tenants' occupancy.

Tenants have the right to be present when the Owner inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises, if Tenants notify Owner by certified mail at least fifteen (15) days prior to the date of Tenants' intended move, of Tenants' intention to move, the date of moving, and Tenants' new address. Owner is obligated to conduct said inspection within five (5) days before or after Tenants' stated date of intended moving, and Owner must notify Tenants in writing of the date of the inspection.

Tenants have the right to receive, by first class mail, delivered to Tenants' last known address, a written list of the charges against the security deposit claimed by the Owner and the actual costs, within forty-five (45) days after the termination of the tenancy.

Failure of the Owner to comply with the security deposit law may result in the Owner being liable to the Tenants for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney's fees.

The following is a list of existing damages at the time of commencement of the tenancy:

The basis for the above list is a personal inspection, which has been made by Owner or his agent. Tenants have also personally inspected the premises and are satisfied with the accuracy of the above list. However, if they hereafter find any existing damage inadvertently overlooked by either Owner or Tenants, Tenants agree to notify Owner within fifteen (15) days from the date of occupancy in writing by Certified Mail with full details.

OWNER OR AGENT:

NAME: _____

ADDRESS _____

TENANTS:

NAME: _____ (SEAL)

NAME: _____ (SEAL)