

## **BASIC RENTAL AGREEMENT AND/OR LEASE**

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent, [REDACTED] shall be referred to as "AGENT" and Tenant(s)/ Lessee, [REDACTED], shall be referred to as "RESIDENT." As consideration for this agreement, AGENT agrees to rent/lease to [REDACTED] RESIDENT and RESIDENT agrees to rent/lease from AGENT for use solely as a private residence, the premises located at **606 Cumberland Street, in the City of Baltimore, MD 21217.**

1. **TERMS:** RESIDENT agrees to pay in advance, without demand, **\$ 950.00** per month on the 1st day of each month. This agreement shall commence on or about **August 7, 2017** until **July 31, 2018**, and will continue; (check one), pending RESIDENT turning BGE service to their name. Tenant is responsible for all utilities (gas, electric, oil (if applicable) and water/sewer). Water/sewer (see paragraph #5)

A. XX until N/A as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an AGENT approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

B.    until **xxxx, 2018** on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the landlord as follows to [REDACTED]. All payments are to be made by check, cashier's check or money order only. All rents MUST be mailed to the address in this lease. AGENT acknowledges receipt of the First Month's rent of **\$ 766.13**, and a Security Deposit **\$ 950.00**, paid in **2017** and additional charges/fees for Not Applicable, for a total payment of **\$ 1,716.13**. All payments are to be made payable to [REDACTED].

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 45 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 45 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to AGENT.

Upon vacating the Premises the tenant has the right to request to be present for the inspection of the property with the landlord to determine damages IF the tenant notifies the landlord by Certified Mail of the tenant's intention to vacate/move providing the exact date of the move and the tenant's new/forwarding address.

4. **LATE CHARGE:** A minimum late fee not to exceed 5 % of the monthly rent), shall be added and due for any payment of rent made after the 5<sup>th</sup> day of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ 50.00 and are considered as part of the monthly rent until paid. All payments must reach landlord by the 5<sup>th</sup> of each month or they are considered late.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon date of occupancy of the premises and to place said utilities in their name prior to occupancy of the premises. If the premises' has an oil furnace, the landlord will place a small amount oil in the tank to ensure the furnace is working. Tenant is responsible for maintaining the oil at a sufficient level to ensure the oil furnace is in continuous working order. If the tenant runs the oil out and damages the furnace they are responsible for all charges to repair. The landlord has explained the preceding to me (us) and I understand the use of oil furnace in the premises.



**Water and Sewer:** Quarterly water and sewer not to exceed **\$25.00; if it exceeds \$25.00, the balance will be charged to the tenant.** The water and sewer charges to the tenant are due and considered payable as rent and payable with the rent for the next rent month and are considered as part of the monthly rent until paid.

Tenant shall be responsible for arranging and paying for all utility services at the Leased Premises. Tenant shall not default on any obligation to a utility provider for utility services at the Leased Premises. If Landlord pays any utility charge incurred by Tenant or Tenant's family that Tenant fails to pay, the amount of such utility charge shall be deemed additional rent hereunder and shall be paid by Tenant to Landlord immediately after Landlord pays such charge to the utility provider. It is understood that as of the date of this Lease Agreement, the utilities that the Tenant is responsible for include, but are not limited to gas, electric, telephone, cable television, bulk trash removal, and Water Bill, and oil unless directed in writing otherwise. Landlord may elect to keep the city, county, or private water, sewer and/or trash bills in the Landlord's name, and to receive these bills directly from the municipality and to then forward a copy of these bills to Tenant for payment by Tenant. Such arrangements shall not relieve the Tenant of the Tenant's financial responsibility or obligation under this Lease for these services.

**6. OCCUPANTS:** Guest(s) staying over 15 days without the written consent of AGENT shall be considered a breach of this agreement. ONLY the following individuals and/or animals, **AND NO OTHERS** shall occupy the subject residence for more than 15 days unless the expressed written consent of AGENT obtained in advance. If tenant moves in additional resident's they must fill out an application and sign the current or a new lease. Current residents other than Lessee are named as:

**7. PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent, if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ **200.00** shall be required along with additional monthly rent of \$ **35.00** along with the signing of AGENT'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by AGENT to cover possible liability and damages that may be caused by such animals. **ADDENDUM: Tenant shall NOT keep any breed of dog considered to be an aggressive breed including but not limited to Rottweiler, German Shepherd, Pit Bull, Presa Canario, Doberman and any others as determined by landlord based on behavior of the dog. Any of the breeds determined to be aggressive will nullify the lease and tenant will be given 3 days to have the dog removed from the premises. Tenant occupancy will be terminated and tenant given 30 days to vacate under the Breach of Lease terms of their lease. Tenant is responsible for any and all damages caused by their animal and the terms of the lease.**

**8. LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

**9. PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space Not applicable. The parking fee for this space (if applicable is \$ 0.00 monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

**10. NOISE/TENANT CONDUCT:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Continued said noise and/or activity disturbing the neighbors shall be a breach of this agreement. Tenant agrees to conduct themselves in an orderly manner to other tenants, landlord and landlords' contractors.



**11. DESTRUCTION OF PREMISES:** If the premises should become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, AGENT or RESIDENT may terminate this Agreement immediately upon three days written notice to the other.

**12. CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear. Tenant agrees to notify landlords in a timely manner (immediately) of any repairs or problems with the property so as to prevent additional damage to the property. Landlord reserves the right to determine if the repair is an emergency (immediate attention) or can wait for standard weekday repair. Tenant shall allow for immediate entry to the property by landlord or landlord's contractors so said repairs may be made in a timely manner.

**13. ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. Tenant agrees they shall not alter any structural areas of the premises without the landlords' knowledge or permission. To do so shall constitute a Breach of Lease.

**14. PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen, bathroom drains and commodes free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, commodes or sinks, if caused by tenant negligence or improper use of drain systems. Tenant shall maintain the backyard and front of property free and clear of any debris or trash. Tenant shall clear the front steps of snow and ice by sweeping snow and placing "ICE MELT" on steps. Tenant shall clear all weeds in the front of the property so as to maintain a clean sidewalk area. Landlord shall maintain the rear of the house for grass and weeds but not for debris and trash.

**14A. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE.** (a) Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors as follows: (b) If this lease pertains to a property located in Baltimore County, in accordance with §35-5-213.1 of the Baltimore County Code. (c) If this lease pertains to property located in Baltimore City, in accordance with Part II, §1211 Section 907 of the Building, Fire and Related Codes of Baltimore City. (d) Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Owner as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies



for the collection of such costs as Owner has for nonpayment of rent.

**14B. SMOKE DETECTOR INSTALLATION AND MAINTENANCE.** (a) Tenant acknowledges that Landlord has installed one or more smoke detectors in accordance with §9-102 of the Public Safety Article of the Annotated Code of Maryland. (b) If this lease pertains to a property located in Baltimore County, Tenant also acknowledges that Landlord has installed one or more smoke detectors in accordance with §§ 14-2-201 of the Baltimore County Code. (c) If this lease pertains to property located in Baltimore City, Tenant also acknowledges that Landlord has installed one or more smoke detectors in accordance with Part VIII, Section 907 of the Building, Fire and Related Codes of Baltimore City. (d) Tenant further acknowledges that with respect to any smoke detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent. **SMOKE DETECTOR NOTICE:** This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector [REDACTED]

**15. HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement. (See Attached Addendum)

**16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER/AGENT after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

**17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

**18. POSSESSION:** If AGENT is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or AGENT may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

**19. INSURANCE:** RESIDENT acknowledges that OWNERS insurance **does not** cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER



be held liable for such losses. RESIDENT is hereby advised to obtain his/her own renters' insurance policy to cover any personal losses.

**20. RIGHT OF ENTRY AND INSPECTION:** AGENT may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. AGENT shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. AGENT is permitted to make all alterations, repairs and maintenance that in AGENT'S judgment is necessary to perform

**20A. RIGHT OF INSPECTION.** Landlord and Landlord's agents shall have the right at all reasonable times during the Term and any renewal of this Lease to enter the Leased Premises for the purpose of inspecting the Leased Premises and/or making any repairs thereto or any item within the Leased Premises as required under this Lease. Inspections will occur every Ninety (90) days. Any repairs required due to the normal wear and tear will be noted and scheduled. Any repairs required due to tenant error or neglect other than normal wear and tear, will be charged to the tenant and the tenant has thirty (30) days to pay. Pictures will be taken inside and out to support any repairs or damages noted. If the tenant fails to pay for the repairs in the thirty (30) day time period, this is grounds for termination of lease even if the tenant has paid the set rent on time.

**21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof. Tenant also agrees to not allow any other permanent residents into the property unless the landlord is notified and new residents sign the lease.

**22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

**22. NO WAIVER:** AGENT/OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

**23. ATTORNEY FEES/COURT COSTS:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded. All court costs and fees incurred by the Landlord shall be billed to the Tenant including but not limited to the following actions: Rent Court, **Breach of Lease**, Small Claims Court or any other legal court filing or collection process.

**24. JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

**25. REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

**26. LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

☐ **XX** Lead Based Paint Disclosure Form (Copy on file with Landlord in business office)

☐ **XX** EPA Pamphlet ☐ **XXX** Results of Lead Inspection and Test

**A. Maryland Lead Poisoning Prevention Program:** If the Property was built prior to 1978, the Property is also subject of the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland



Code, Environmental Article Section 6-801 et seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at:

<http://www.mde.state.md.us/programs/land/leadpoisoningprevention/Pages/index.aspx>.

**B. Age Classification of Property:** Landlord represents and warrants to Tenant(s), Broker(s), Broker(s) agents and subagents intending that they rely upon such warranty and representation that:

•**The Federal Program (check one):**

\_\_\_\_\_ The Property was built during or after 1978; the Federal Program does not apply.

XXX The Property was built prior to 1978; the Federal Program applies.

•**The Federal Program (check one):**

\_\_\_\_\_ The Property was built prior to 1978; the Maryland Program applies.

XXX The Property was built during or after 1978; the Maryland Program does not apply.

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

\_\_\_\_\_ Landlord is uncertain as to the age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/ or lead-based paint hazards.

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

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

a. The EPA "Protect Your Family from Lead in Your Home" brochure.

**2. Under Maryland Law (The Maryland Lead Poisoning Prevention Program)**

a. The Notice of Tenants Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.

b. The EPA "Protect Your Family from Lead in Your Home" brochure (same as in 1.a.)

**NOTE:** Tenant(s) have inspected the property and validate there are no chips, peeling paint or other exposed or damaged areas in the house at the time of inspection.

**27. ADDITIONS AND/OR EXCEPTIONS:** Any installation of window air conditioners shall be installed by landlords' contractor. Any tenant that installs window air conditioners themselves shall be responsible for damage that occurs to walls, windows, window frames and floors and shall be billed for all repairs from said damage.

Any damage to screens and windows shall be the responsibility of the tenant if caused by neglect, pets or willful damage. Resident agrees to maintain all smoke alarms and CO2 monitors with operating batteries to ensure safety of the family and residence.

**28. NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at

**29. INVENTORY:** The premises' contains the following items that the RESIDENT may use: (check all that apply)

XXX Refrigerator XXX Stove XXX Washer and Dryer Unit XXX Carpeting XXX Blinds  
XXX Curtains     Shades

**30. KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt and understanding of the following which shall be deemed part of this Agreement: (Please check)



3   sets of keys for the purpose of entry to the house; Front/back doors, Security doors (to be delivered upon BGE approval)   XXX   House Rules        Pet Agreement   see clause # 7 above     X   Other

**30A. TENANT'S USE OF KEYS AND LOCKS.** No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord's prior written consent. Two (2) keys will be furnished to the Tenant and any additional keys required will be obtained from Landlord and paid for by Tenant. Duplicate key(s) will not be made without Landlord's prior written consent. All keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant. If you lose your keys during office hours (Monday-Friday 9:00 AM-5:00 PM), there is a \$25 dollar charge to make a copy of our back-up set of keys. After office hours (later than 5:00 PM during the weekday or any time during the weekend), there is a \$50 dollar fee for an emergency maintenance response. Tenant acknowledges receipt of keys.                     

**31.** Tenant(s) shall not under any conditions conduct or allow to be conducted on the premises any illegal activities. When such activities have been identified tenant shall lose all rights to remain in the property and shall vacate immediately upon notice. If Tenant does not vacate immediately landlord will file for "Complaint and Summons Against Tenant in Breach of Lease" for restitution of the property. TENANT will vacate the property within 30 days of the notification

**32.** All trash violations from Baltimore City relative to improperly stored trash, not enough receptacles (landlord will provide two (2) receptacles) or piled debris and trash are the responsibility of the tenant and is to be paid in the next month rent after the TENANT receives notification of the violation and fine

**33. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between AGENT/OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

End of lease terms  
Signature lines follow on this page

**34. RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature

RESIDENT'S Signature

RESIDENT'S Signature

RESIDENT'S Signature

Date

OWNER'S or Agent's Signature

Date



# **ADDENDUM TO LEASE AND HOUSE RULES**

## **USE OF PREMISES:**

A. The Leased Premises shall be used and occupied by Tenant exclusively as a residence. Neither the Leased Premises nor any part of the Leased Premises shall be used at any time during the Term for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, orders of appropriate governmental authorities, and home/condo associations, if any, with respect to the Leased Premises. Tenant may not use the Leased Premises for any illegal activity or any activity that is offensive, noisy, or dangerous. If the Tenant has three (3) or more visits by law enforcement, the lease is voided, and tenants are subject to eviction.

C. Tenant shall take affirmative action to insure that nothing exists that might place the owner in violation of applicable building, housing, and health codes.

D. Tenant agrees to keep the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.

E. Tenant agrees to operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.

F. Tenant agrees to assure that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.

G. Tenant shall not install any air conditioner in a front window over the entrance steps thereby creating a slippery hazard condition.

H. Tenant agrees to conduct him/herself, his/her family, friends, guests, and visitors in a manner that will not disturb others.

I. Tenant agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only street automobiles described as follows: only on the paved driveways or street. Tenant agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag, except in the garage. Tenant agrees that any vehicle without a current registration may be towed and stored at Tenant's expense by a local towing company.

J. Smoking is not allowed at (inside) the leased premises. Tenant agrees that smoking inside leased premises constitutes a breach of this lease agreement and to be held liable for any damages caused by smoke or fire due to smoking.

K. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse according to Maryland State law.

## **ALTERATIONS AND IMPROVEMENTS.**

A. Tenant shall make no alterations to the Leased Premises or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Leased



Premises by Tenant, with the exception of fixtures properly removable without damage to the Leased Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and shall not be removed from the Leased Premises upon termination of the Lease or at any other time.

#### **MAINTENANCE AND REPAIR.**

A. Tenant will, at Tenant's sole expense, keep and maintain the Leased Premises and appurtenances in good and sanitary condition and repair during the Term. In particular, Tenant shall keep the furniture, fixtures, and carpeting in the Leased Premises in good order and repair; keep the furnace clean and replace the furnace filters every sixty (60) days (in the winter months); and keep the walls free from dirt and debris. Tenant shall be solely responsible for damages and repairs to windows, doors, door screens, furniture, fixtures, carpeting, and light bulbs. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings, and walls whenever damage to such items has resulted from Tenant's misuse, waste or neglect, or that of Tenant's family, contractors, visitors, invitees, or any other related party. Tenant shall be required to maintain any surrounding grounds keeping same clear of leaves, rubbish and weeds. Tenant shall promptly remove snow and ice from surrounding stairs, walkways, or driveways.

B. Tenant agrees that no signs shall be placed or painting done on or about the Leased Premises by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect, or destruction of the Leased Premises, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

**ANIMALS.** Tenant shall keep **no** domestic or other animals in or about the Leased Premises without the prior written consent of Landlord. If consent is obtained Tenant agrees to pay a pet security deposit of \$ 200 and a monthly fee of \$35 per month per pet. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Resident harbors an undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. The Tenant specifically understands and agrees:

A. No pet which is attacked-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises; no dogs shall be kept for training and dog fighting (violation of Baltimore City ordinances)

B. That the Tenant is solely responsible for any and all damage to the owner's property including, but not limited to the premises, carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;

C. That in a like manner, Tenant is responsible for any and all damage or loss to persons or property of others caused by the Tenant's pet(s) and in this regard does hereby agree to hold the Landlord harmless and indemnify Landlord for any such damage;

D. That all pet(s) should be cared for and maintained in a humane and lawful manner;

E. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Tenant's pets;

F. That all pets shall be maintained so as to not cause annoyance to others.



G. That the Tenant is strongly encouraged to obtain renters insurance that covers liability for the pet.

H. Tenants who are authorized to have pets agree to pay the cost of having the property treated for fleas and ticks by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy.

**23. SERVICE ANIMALS.** Service animals are not considered pets and are allowed in order to maintain accordance with applicable federal, state, and local laws. Service animals; however, are bound by the same terms in accordance with health and safety regulations. If a service animal disrupts surrounding neighbors or damages property the Tenant will be liable and actions of the service animal could constitute a Breach of Lease.

**24. PEST CONTROL.** The Tenant understands he/she is accepting the unit free from all mice, roaches, rats, spiders, etc. The unit is free from all pests and Tenant is responsible for all pest control for entire tenancy. Landlord will not pay for any pest control. The Landlord is not responsible for bedbug infestation and will not pay for this extermination. Tenant shall keep the premises clean and free of clutter in order to reduce such pest infestations.

**31. ABANDONMENT.** If at any time during the Term, Tenant abandons the Leased Premises or any of Tenant's personal property in or about the Leased Premises, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Leased Premises by any means without liability to Tenant for damages and may re-let the Leased Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such re-letting. Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired Term (including any accrued but unpaid rent as of the date of abandonment), if the Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Leased Premises if Tenant removes substantially all of Tenant's furnishings from the Leased Premises, if the Leased Premises is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that Tenant has abandoned the Leased Premises.

**32.** If Tenant shall fail to pay the rent or any additional rent as herein provided within five5 days of the date when due, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Landlord may (1) re-enter the Property and terminate this Lease in accordance with applicable provisions of law; (2) bring summary ejectment proceedings to evict Tenant; or (3) pursue any and all other remedies available to Landlord at law or in equity. No such termination of the Lease, nor recovery of possession of the Property; however, shall constitute a waiver by Landlord of any available action by Landlord 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 remove Tenant's obligation to pay all rent and other sums due and owing to Landlord prior to or subsequent to such termination and/or recovery of possession.

**RECEIPT OF ADDENDUM:** The undersigned RESIDENTS have read and understand this Addendum and hereby acknowledge receipt of a copy of this Addendum.

RESIDENT'S Signature

RESIDENT'S Signature

RESIDENT'S Signature

RESIDENT'S Signature

OWNER'S or Agent's Signature

Date 8/7/2017