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SMD MANAGEMENT

Residential Lease Package

SMD MANAGEMENT LLC

Landlord

[redacted]

Tenant(s)

10/1/2023

Lease Start Date

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RESIDENTIAL LEASE AGREEMENT

This agreement, dated 10/1/2023, is between SMD Management LLC a [redacted]

1. **LANDLORD:**
   The Landlord(s) and/or agent(s) is/are:
   SMD Management LLC (Agent)
   who may sign as an authorized representative on behalf of the owner of the Leased Premises and will be referred to in this Lease Agreement as "Landlord."

2. **TENANT:**
   The Tenant(s) is/are:
   [redacted]

   and will be referred to in this Lease Agreement as "Tenant."

3. **RENTAL PROPERTY:**
   The Landlord agrees to rent to the Tenant the property described as a(n) house located at 321 East 21st Street, Baltimore, MD, 21218, which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:
The Lease Agreement will begin on 10/1/2023 and will end on 9/30/2024.

5. USE & OCCUPANCY OF PROPERTY:

a. The only person(s) living in the Leased Premises is/are: [redacted]
b. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
c. The Tenant will use the Leased Premises only as a residence

6. RENT:

a. The amount of the Rent is $ 1,295.00 to be paid monthly.
b. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
c. Tenant(s) agrees to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
d. Rent may be paid by using the following electronic payment method(s): EFT (Electronic Funds Transfer). Electronic payments such as those made via a credit/debit card, EFT or online payment processors such as PayPal refers to the network of banking institutions that have agreed to process transactions (usually instantly and automatically) electronically with no paper tender such as checks, money orders and/or cash or any other form of paper tender that is hand processed through a bank, financial institution clearinghouse or the Federal Reserve system.
e. If an electronic payment is not paid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Late Payment" under the terms and conditions contained in this Residential Lease Agreement.
f. If an electronic payment fails to clear or is returned unpaid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Returned Payment" under the terms and conditions contained in this Residential Lease Agreement.
g. Rent is due on the 1st day of each month. If rent is not received by the landlord on or before the 1st this document serves as your 30-day notice to vacate the property. By signing this document, you acknowledge and agree to these terms.

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7. Security Deposit:

a. A security deposit of $ 0.00 to be collected at time of signing. Security deposit will be returned within forty-five (45) days of lease termination.

8. LATE FEE:

a. If the rent or any other charges are not received by the Landlord on or before 10 days after the rent due date, Tenant must pay a late fee of 5% of the monthly rental payment in addition to the rent.

b. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

9. RETURNED PAYMENTS:

a. A returned payment fee of $35 will be added for all returned payments.

b. If there are 3 or more instances of returned payments, Tenant(s) agree that this constitutes a breach of lease.

c. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

10. ENDING THE LEASE:

a. At the end of this Lease Agreement, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

b. If Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof or pursuant to any notice to terminate as defined herein, Tenant will make good to Landlord all of the damages which Landlord suffers as a result thereof, and will further indemnify Landlord against all claims made by any succeeding tenant against Landlord founded upon delay by Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises

11. TENANT HOLDING OVER

a. If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be continuing as a month-to-month tenant, at twice the rental payable hereunder, unless otherwise agreed to in writing, just prior to Tenant holding over, which shall continue until either party shall provide notice to the other (pursuant to Section 24 of this Lease) at least thirty (30) days prior to the end of any calendar month (or longer if applicable law requires), that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as Tenant is in possession of the Premises, all of the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

12. UTILITIES & SERVICES:

a. Tenant is responsible for the following utilities and services: Electricity and Gas

   i. and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be always maintained and operational.

b. Landlord will bill Tenant for the following utilities and services in addition to the rent: Water

   i. Tenant must pay utility bills within 10 days of the date of billing.

   ii. If a payment is late, Tenant will be responsible for a late fee in the amount of $50. The late payment of a bill or failure to pay a utility bill is a default of the Lease Agreement.

13.APPLIANCES:

a. Landlord will supply and maintain: _X_Washing Machine, _X_Dryer, ___Air Conditioner, _X_Refrigerator, ___Dishwasher, ___Microwave _X_Stove

   i. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.

   ii. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.

[redacted]

b. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the

   i. maintenance, repair, or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

14. MAINTENANCE AND REPAIRS:

The Tenant is responsible for all repairs needed in or about the Leased Premises up to and including $200.

a. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
b. It is the responsibility of the tenant to make themselves available for contractors to perform requested or necessary repairs of household or allow contractor to perform work while tenant is not present at property. If tenant chooses to be present during repair work and confirms a time that they are available via the tenant portal, they are required to be at property during that time. Failure to be present at the previously agreed upon time will result in a $150 no show fee which will be charged to the tenant.
c. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
d. The Tenant must always keep the Leased Premises clean and sanitary and remove all rubbish, garbage, and other waste, in a clean, tidy, and sanitary manner.
e. Tenant must abide by all local recycling regulations.
f. The Tenant shall properly use and operate all electrical, cooking, and plumbing fixtures and keep them clean and sanitary.
g. The Tenant is not permitted to paint, make any alterations, improvements, or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
h. The Tenant is responsible for removing snow and ice from stairs and walkways.
i. The Tenant is responsible for all lawn maintenance and landscaping upkeep to the property
j. Tenant is responsible for a $10 monthly charge that will allow a filter that fits the specs of the heater/air conditioning unit to be shipped every 3 months. Once tenant receives the new filter, they must replace the current filter that is installed for the heater and/or air conditioner and submit a picture via the portal showing it has been changed with the date of the new filter visible. Failure to do this within 14 days of delivery will incur a charge of $100.00.
k. Tenant will be responsible for changing the batteries of the smart lock located on the front door of property. If tenant fails to change these batteries and the unit fails based on lack of battery life the tenant will be charged a $150 battery change fee.

15. CONDITION OF PROPERTY:

a. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
b. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
c. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

16. ALTERATIONS

a. Tenant shall make no alterations, decorations, additions, or improvements (including painting or applying contact/wallpaper) to the Premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the Premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien(s).

17. PEST CONTROL

a. If there is a scheduled extermination of the Premises and Tenant fails to prepare the Premises for such extermination in accordance with Pest Control Providers or Landlords instructions, Tenant acknowledges that that by Tenant's failure to comply with Pest Control Provider & Landlord's instructions, Tenant will have prevented exterminator from properly exterminating the premises. Under such circumstances, Tenant acknowledges that Tenant will be liable for any damages or losses

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sustained by Landlord as a result thereof and that Tenant will have materially & substantially breached this lease.

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

18. INTERUPTION OF SERVICE

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

19. PETS:

a. The following pets are allowed: **No Pets** If there is a pet found to be at the property there will be a $750.00 fine and the pet must be removed immediately. Failure to do so will result in a breach of lease.

20. SPECIAL TERMS AND CONDITIONS:

a. The Landlord and Tenant agree to the following extra services, charges and/or special terms: The premises will be available in a reasonably safe, habitable condition.

21. RULES AND REGULATIONS:

a. Late fees are strictly enforced, and any unpaid fees will not be waived.
b. Absolutely no smoking or vaping of any kind is permitted in the leased premises.
c. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
d. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
e. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
f. The Tenant shall abide by all Federal, State, and Local laws.
g. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
h. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
i. The Tenant agrees to test smoke detector(s) periodically as well as always maintain operational batteries.
j. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
k. The Tenant agrees to test carbon monoxide detector(s) periodically as well as always maintain operational batteries. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
l. The Landlord has provided fire extinguisher(s) for your safety. The Tenant may not misuse, dismantle, block or remove the fire extinguisher. The Tenant must report to the Landlord any use, malfunction or repair required. In the event of the negligent use of the fire extinguisher(s), the Tenant will be responsible for any damage to the Leased Premises as well as the replacement or refill of the fire extinguisher.
m. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
n. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
o. Under no circumstance may a stove, oven or range be used as a source for heat.
p. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
q. The Tenant shall always use ventilating fans when bathing and cooking.
r. All windows and doors must remain closed during inclement weather.

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s. The Tenant shall notify Landlord of any pest control problems.
t. The Tenant must notify Landlord of any changes in employment.
u. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
v. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
w. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
x. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
y. The Tenant may not hang or place any signs on or about the Leased Premises.
z. The Tenant may not use windows, decks, or balconies for the purpose of drying laundry.
aa. Landlord does not permit loud gatherings. A disturbance caused by Tenant or Tenant's occupants or invitees that results in any police action or complaints from neighbors is considered sufficient cause for termination of this Lease and action for eviction as permitted by law.
bb. Tenant agrees to always maintain an air temperature inside the property of 50-80 degrees Fahrenheit, unless otherwise specified by state or local laws.
cc. When a Tenant breaches any part of the lease, the landlord may impose a fine of $50 for first incident and then $100 per incident after that as a reasonable estimate of costs and damages incurred by tenant. Nothing in this clause shall limit landlord's ability to seek and recover additional funds where the costs incurred by tenant and/or damages suffered exceed the amount listed here.
dd. Tenant is not allowed to list the house on any short-term rental sites for any reason.
ee . Both Landlord and Tenant agree to update either party with change of email or phone number.

22. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

a. Water Bill
b. Court Costs
c. Legal Fees
d. SMD Termination
e. SMD Legal
f. Mold Prevention
g. Zero Tolerance for Illegal Activity
h. Tenant Guest Policy
i. Smoke Free
i. MD Security Deposit
j. Disclosure of Expenses
k. Pest Share
l. Legal Assistance Resources & Tenant Rights
m. Lead Pamphlet
n. MD Lead Poisoning Prevention & Notice of Tenants Rights
o. Lead-based Paint Disclosure & Certification

23. INSURANCE:

a. Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits. Accordingly, the Tenant is required to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. This policy must become effective on or before the beginning date of this Lease Agreement.

24. SECURITY NOT PROMISED:

a. The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

25. RIGHT OF ENTRY:

a. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.
b. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
   i. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
   ii. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
   iii. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

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26. NOTICES:

a. Any notice, required by the terms of this Lease Agreement shall be in writing.
b. Notices sent to the Landlord may be sent to the following:
   i. 1014 S Charles St, Baltimore, MD, 21230
   ii. Email: jessica@smdcapitalgroup.com
c. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
   i. The Leased Premises
   ii. Personal delivery
   iii. Certified or registered mail, return receipt requested
   iv. E[redacted] reby consents to accept notices by electronic mail or other electronic means. It shall be the Tenant's responsibility to update the Landlord of Tenant's email address and/or phone number capable of receiving text messages.

27. ABANDONMENT:

a. If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.
b. If Tenant is to be absent from the Premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here: 0_____. Tenant expressly agrees and understands that absence from the Premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

28. LANDLORD'S REMEDIES:

a. The Tenant agrees that any expenses and/or damages incurred as a result of a breach of the Lease Agreement including reasonable attorney's fees will be paid to the prevailing party.
b. The Tenant agrees that any court costs and/or fees incurred as a result of a breach of the Lease Agreement will be paid to the Landlord or the prevailing party.
c. If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

29. RE-ENTRY OF PREMISES

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

30. SUBORDINATION:

a. This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

31. CONDEMNATION:

a. If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however, is

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responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

32. ASSIGNMENT OR SUBLEASE:

a. Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

33. ENVIRONMENTAL CONTROL/CODE/HOUSING CITATIONS

a. Tenant shall, upon demand, reimburse Landlord the cost of any fine or penalty, and any actual attorney fees, paid or incurred by Landlord as a result of, or evolving out of, an Environmental Citation, Department of Housing Violation/Citation, a decision of the municipal Environmental Control Board, code enforcement violation/citation, when the violation is a result of any act or omission of the Tenant or the Tenant's family, agent, employees, guests or invitees, or where the building in which the Premises is located is a single family dwelling and the act of omission which resulted was not the Landlord's responsibility under the Lease and was not committed by the Landlord.

34. NOTICE OF INJURIES

a. In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the Premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

35. MOLD

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

36. LANDLORD'S RIGHT TO MORTGAGE

a. Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject the Premises to the same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the Premises to a mortgage or other lien.

37. JOINT AND SEVERAL LIABILITY:

a. The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

38. MISREPRESENTATION:

a. If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

39. MODIFICATION OF THIS LEASE

a. Any modification of this Lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this Lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

40. BINDING OF HEIRS AND ASSIGNS:

a. All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

41. SEVERABILITY:

a. If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

b. GOVERNING LAW: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

42. ATTORNEY FEES

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a. In the event that Landlord retains an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

43. TENANTS IN MILITARY SERVICE

a. If any Tenant is a member of the Armed Forces of the United States or is otherwise protected under the Servicemembers Civil Relief Act (50 U.S.C. App §§ 501, et seq.) and has received permanent change of station orders for transfer or is prematurely and involuntarily discharged or relieved from active duty or temporary duty for three (3) months or more, that Tenant may terminate the Lease by giving Landlord at least thirty (30) days written notice. Written proof of such transfer orders must be attached to any notice to terminate pursuant to this section in order for this section to be applicable. All applicable guidelines and requirements of the Servicemembers Civil Relief Act are incorporated herein and made a part hereof.

44. INDEMNIFICATION

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

45. LIABILITY OF LANDLORD

a. Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed an omission, fault, negligence or other misconduct of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

46. QUIET ENJOYMENT

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

47. ADDITIONAL CLAUSES:

a. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.

b. **Move-in/Move Out Inspection**: Tenants have the right to be present during a property inspection for the purpose of making a list of damages that may exist at the beginning (move-in) of the Lease Agreement and at the end (move-out) of the Lease Agreement.

   i. This request must be made in writing within fifteen (15) days prior to the beginning of the Lease agreement for the move-in inspection. A Request for a move-out inspection must be made at least fifteen (15) days prior to the ending of the Lease Agreement along with the Tenant's intention to vacate, the date of moving, and the tenant's forwarding address.

   ii. The Landlord must conduct the inspection within five (5) days before or after the Tenant's date of moving. Landlord will notify tenant of the time and date of inspection.

48. PARAGRAPH HEADINGS:

a. Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

49. ENTIRE AGREEMENT:

a. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.

b. Tenant acknowledges the receipt of any disclosures required by the State of Maryland as well as any disclosures required by federal, state, and local jurisdictions.

[redacted]

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NOTICE: This is an important LEGAL document

a. You may have an attorney review the Lease Agreement prior to signing it.
b. If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
    a. Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda and that he/she has received the following:

a. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
b. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

[redacted]

Date

9/28/2023

Date

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Utility Company Information

As a courtesy, we are providing the utility company information for the property to assist you with moving

in. Important:
Before the Lease begins and/or you move in, you must contact the utility companies to activate service.
The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the tenant will be responsible for re-lighting any of the gas pilots and for all Tenant utility charges.

The tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shut off valves and the electric fuses and/or breakers.

Baltimore Gas and Electric
(BG&E) 100 Constellation Way
Baltimore, MD 21202
Phone: 888.685.0123
http://www.bge.com

Find USPS change-of-address forms at http://moversguide.usps.com.

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Water Bill Addendum

Landlord: SMD Management LLC
Tenan[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.
Tenant agrees to pay Landlord water bill by the 1st of each month to avoid a late fee. Water Bill is collectible as **additional rent.**

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maryland and local laws and regulations. If there should be any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum will control. All other terms and conditions of the Lease Agreement will remain in full force and effect unless otherwise agreed upon in writing by the parties.

[redacted]

9/28/2023
Date

9/28/2023
Date

Tenant Signature

Date

DocuSign Envelope ID: 0A1CA160-9A92-478A-AA03-B280B43AF81D

Court Costs Addendum

Landlord: SMD Management LLC
Tenan[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

If Tenant shall violate a covenant, term or condition of this lease, and Landlord shall employ an attorney to file suit or take other action incident thereto, Tenant shall be liable for and shall pay all costs thereby incurred by Landlord. These costs include court costs, service of process fees, and attorney's fees, all of which should be considered reimbursement to the Landlord for the cost of pursuing such legal action. Tenant agrees to pay such additional costs as additional rent, either voluntarily or to be added to the rent otherwise due in an action of ejectment or for breach of this lease, where such cause of action are pursued.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maryland and local laws and regulations. If there should be any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum will control. All other terms and conditions of the Lease Agreement will remain in full force and effect unless otherwise agreed upon in writing by the parties.

[redacted]

9/28/2023
Date

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Tenant Signature

Date

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Legal Fees Addendum

Landlord: SMD Management LLC
Tena[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

Tenant agrees that SMD Management LLC may use whatever reasonable means SMD Management LLC desires to cause the leased premises to be protected. Tenant acknowledges that in the event of Tenant's breach of any of the provisions of this agreement, SMD Management LLC may suffer irreparable harm for which SMD Management LLC may have no adequate remedy in monetary damages or at law available to it. SMD Management LLC shall therefore be entitled to seek an injunction against such breach from any court of competent jurisdiction SMD Management LLC right to obtain injunction relief shall not limit its right to seek further remedies.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maryland and local laws and regulations. If there should be any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum will control. All other terms and conditions of the Lease Agreement will remain in full force and effect unless otherwise agreed upon in writing by the parties.

[redacted]

9/28/2023

Date

9/28/2023

Date

Tenant Signature

Date

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SMD Termination Addendum

Landlord: SMD Management LLC
Tenant: [redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

In the event any action by the Tenant indicates that the leased Premises is being used contrary to the terms and conditions of this Agreement, SMD may contact Tenant in an effort to obtain and enforce Tenants compliance with such terms and conditions.
SMD shall have the right to terminate this Agreement, effective upon written notice of termination to the Tenant, in the event of a material breach of this Agreement that is unremedied.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maryland and local laws and regulations. If there should be any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum will control. All other terms and conditions of the Lease Agreement will remain in full force and effect unless otherwise agreed upon in writing by the parties.

[redacted]

9/28/2023

Date

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Tenant Signature

Date

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SMD Legal Addendum

Landlord: SMD Management LLC
Tenan [redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

In no event shall any SMD and/or any third-party beneficiary (including any SMD contractor, subcontractor, investor or otherwise) be liable to Tenant hereunder for any direct, indirect, incidental, consequential, special and/or exemplary damages regardless of whether Tenant was advised of the possibility of such damages, or for any claims or losses, however designated including without limitation any cause of action sounding in contract, tort (including negligence), or strict liability.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maryland and local laws and regulations. If there should be any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum will control. All other terms and conditions of the Lease Agreement will remain in full force and effect unless otherwise agreed upon in writing by the parties.

[redacted]

9/28/2023
Date

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Date

Tenant Signature

Date

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MOLD PREVENTION ADDENDUM

TENANT(S): [redacted]
LEASED PREMISES: 321 East 21st Street, Baltimore, MD, 21218

It is Landlord's objective to maintain the highest quality building environment for any and all Tenants. You are hereby notified that mold can grow if the Leased Premises that is not properly maintained and ventilated. If moisture is allowed to accumulate in the building, it can cause mildew and mold to grow. It is important that Tenants frequently allow air to circulate in the Leased Premises. It is also important that Tenants keep the inside of the Leased Premises clean and that you promptly report to the Landlord any leaks, moisture problems, and/or mold growth. The following are possible causes of indoor moisture problems: Humidifiers, steam from cooking, wet clothes, leaky roofs or windows, house plants, shower/bath steam and leaks, constant running water/plumbing leaks, and backed up sewers, overflows, or flooding.

Tenant is responsible for maintenance of the Leased Premises in a manner that prevents the occurrence of the existence of mold or mildew in the Leased Premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities.

Tenant shall keep the Leased Premises including but not limited to all counter and floor surfaces, windows and windowsills, free of dirt and debris that can become a haven for mold and mold growth.
Tenant shall immediately report to Landlord any water concerns, such as running faucets, roof leaks, plumbing leaks, drips, sweating pipes, or discoloration of walls and/or ceilings.
Tenant shall immediately notify Landlord of water overflowing from bathrooms, kitchen, or laundry and whether overflow was a result of the condition of the Leased Premises or from Tenant accident or misuse.
Tenant shall instantly report to the Landlord any mold growth whatsoever on any surface inside the Leased Premises.
Tenant shall allow the Landlord to enter the Leased Premises to inspect and make necessary and/or agreed upon or desired repairs. Tenant shall use bathroom fans, if available, in their units while showering or bathing, and to report to the Landlord any non- working fan. If a fan is not provided in your bathroom(s) you shall use the window for ventilation of steam during and after showers, bathing, and use of water.
Tenant shall use exhaust fans whenever cooking, dishwashing, or cleaning. Tenant shall leave on or open the ventilation until all steam, whether in bathroom or other areas of the Leased Premises, is gone.
Tenant shall use all reasonable care to close all windows and other openings in the Leased Premises to prevent outdoor water (i.e. rain, sprinklers, etc.) from gaining access into the inside of the Leased Premises.
Tenant shall clean and immediately dry any visible moisture on the surface of windows and/or window frames as well as on any other surfaces including personal property. As an example, due to weather conditions inside and outside some homes, the interior surface of windows and surfaces may "sweat" or become wet due to excessive use of water in the home, laundrybeing permitted to dry inside, cooking, etc. This water should be removed from the surface of windows immediately so that if the Landlord inspects the Leased Premises, no accumulation of the dirt and debris at the bottom of windows and on windowsills should ever be seen.
Tenant shall immediately notify the Landlord of any problems with the air conditioning, if any, or heating system problems that are discovered by Tenant. Further Tenant shall immediately report both verbally and in writing any potential moldcausing conditions to the Landlord or the Landlord's authorized Agent.
Tenant shall inspect beneath cabinets, vanities, sinks, closets, and areas near indoor plants frequently as to determine whether there are any leaks or excessive moisture.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with all applicable MD and local regulations to evict or have the Tenant removed from the Leased Premises; as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default. The Tenant may then also be responsible for the court costs, attorney fees, and other charges in accordance with all applicable Maryland and local laws and regulations.

[redacted]

9/28/2023
Date

9/28/2023
Date

Tenant Signature

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ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Landlord: SMD Management LLC
Tenan [redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to all Tenants, occupants, guests, and any visitors in or around the Leased Premises. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that disturbances of the peace not only infringe on the neighbors' peaceful enjoyment of their property but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime and disturbances of the peace.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maryland, local laws and regulations.

[redacted]

9/28/2023
Date

9/28/2023
Date

Tenant Signature

Date

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ADDENDUM: TENANT GUEST POLICY

LANDLORD [redacted] C
TENANT(S [redacted]
LEASED PREMISES: 321 East 21st Street, Baltimore, MD, 21218

This Addendum is incorporated into and made part of the Lease executed by and between SMD Management LLC and the Tenant(s) for the Leased Premises located at 321 East 21st Street, Baltimore, MD, 21218

A "guest" is defined as a person invited into the Leased Premises by the Tenant(s) and/or Occupant(s).

A guest may not stay overnight for more than three consecutive nights without the written permission of the Landlord. The Landlord permits the Tenant to have no more than four guests on the premises at the same time.

All guest(s) must observe and obey all terms and conditions contained in the Lease. If the Tenant and or the Tenant's guests violate any part of this Guest Policy, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Maryland and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

DocuSigned by:
[redacted]

L [redacted] 9/28/2023
Date

T [redacted] 9/28/2023
Date

Tenant Signature

Date

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SMOKE-FREE PROPERTY ADDENDUM

Landlo[redacted]ent LLC
Tenan[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between SMD Management LLC (Landlord) and t[redacted] (Tenant) for the Leased Premises located at 321 East 21st Street, Baltimore, MD, 21218.
The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.
For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe, vape device, or other tobacco or non-tobacco smoked product in any form, legal and illegal.
The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.
Tenant(s) acknowledges that the Landlord does not promise or guarantee of smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.
Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests, and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.
If the Tenant violates any part of this Addendum, the Tenant agrees to pay a fee of $450 as a reasonable estimate of damages incurred by the Landlord.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

[redacted]

9/28/2023
Date

9/28/2023
Date

Tenant Signature

Date

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MARYLAND SECURITY DEPOSIT RECEIPT

Landlo[redacted]LC
Tenant[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

In accordance with Maryland Code 8-203.1; Tenant is being provided with this receipt for the payment of a security deposit along with the list of the tenant's rights concerning security deposits. The landlord has received from the Tenant a security deposit in the amount of $ 0.00.

The tenant has the following rights:

A tenant has the right to have the Leased Premises inspected by the Landlord in the Tenant's presence to make a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within 15 days of the Tenant's occupancy.

The Tenant has the right to be present when the Landlord inspects the Leased Premises at the end of the tenancy to determine if any damage was done to the Leased Premises, if the Tenant notifies the Landlord by certified mail at least 15 days before the date of the Tenant's intended move, of the Tenant's intention to move, the date of moving, and the Tenant's new address.

The Landlord is obligated to conduct a move-out inspection within 5 days before or after the Tenant's stated date of intended moving.

The Landlord is obligated to notify the Tenant in writing of the date of the inspection.

The Tenant has the right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the security deposit claimed by the Landlord and the actual costs, within 45 days after the termination of the tenancy.

The Landlord is obligated to return any unused portion of the security deposit, by first-class mail addressed to the Tenant's last known address within 45 days after the termination of the tenancy.

Tenant understands that the failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

The landlord will retain a copy of the receipt for 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the Tenant, as the case may be.

The landlord shall be liable to the Tenant of $25 if the Landlord fails to provide a written receipt for the security deposit to the Tenant.

[redacted]

9/28/2023

[redacted]ure

Date

9/28/2023

Date

Tenant Signature

Date

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BALTIMORE DISCLOSURE OF EXPENSES

Landlo[redacted]
Tenan[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

This Baltimore Disclosure of Expenses is incorporated into and made part of the Lease executed by and between [redacted] _____ ("Tenant"), and SMD Management LLC ("Landlord") for the property located at 321 East 21st Street, Baltimore, MD, 21218 ("Leased Premises").

UTILITIES: Any costs for utilities that are provided to and at the expense of the tenant including those billed to the tenant by the landlord as specified in this lease shall be considered additional rent and Tenant agrees to pay these expenses when due. If the Tenant fails to pay any utility cost under the terms of this Lease, this failure constitutes a default of this Lease Agreement and Landlord may at Landlord's discretion, pay such costs as applicable and in such event, the amount thereof shall be added and deemed part of the rent due. These amounts shall be payable by the Tenant to the Landlord on demand. Landlord shall have thesame remedies for the collection of these utility expenses as the Landlord has for the non-payment of rent under this Lease Agreement and following the laws of the State of Maryland.

LATE FEES/RETURNED PAYMENT FEES: Tenant agrees that any fees assessed due to the late payment of rent and/or a payment being returned by the financial institution as unpaid shall be considered additional rent and Tenant agrees to pay these expenses when due. If Tenant fails to pay the amounts due, this failure constitutes a default of this Lease Agreement and Landlord shall have the same remedies for the collection ofthese fees as the Landlord has for the non-payment of rent under this Lease Agreement and following the laws of the state of Maryland.

Acknowledgment: Tenant fully understands and agrees with the terms and conditions contained in this Baltimore Disclosure of Expenses.

[redacted]

_____	9/28/2023
re	Date
_____	9/28/2023
	Date
_____	_____
Tenant Signature	Date

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Legal Assistance Resources and Tenant's Rights Addendum

Landlo[redacted]C
Tenan[redacted]
Leased Premises: 321 East 21st Street, Baltimore, MD, 21218

TO BE PROVIDED AT LEASE SIGNING AND ATTACHED TO THE LEASE AND MADE A PART THEREOF
When you sign your Lease you agree to pay your rent on time along with other promises made in the lease. If you fail to pay your rent, your Landlord may begin legal action to evict you, known as a Complaint for Failure to Pay Rent-Summary Ejectment Notice. If that happens you have the right to know the amount of rent due, have your landlord prove that amount, bring items which are a threat to life, health or safety and have not been repaired by the landlord after being notified about them before a court and to have a Judge hear any dispute. Landlords must be licensed in order to rent property and must comply with Maryland's lead paint laws if the rental property is older than 1978.

The services and resources listed here may be able to help you at no or low cost if you are sued for late rent:

Legal Services –Advice Only
 District Court Self- Help Resource Center- 410 260 1392, 501 E. Fayette St., 3rd Fl., Baltimore, MD 21202 http://mdcourts.gov/legalhelp/districtctselfhelpctr.html Free-walk-ins welcome.

Legal Representation and Advice
 In Court-Pro Bono Resource Center of MD-Tenant Volunteer Lawyer of the Day Program - Free 443 273-5200, www.probonomd.org (same day representation at 8:30 AM Docket Tuesday- Friday)
 Public Justice Center -410 625 9409 or 410 878 8664, 501 E. Fayette St., RM 203, Baltimore, MD 21202 www.publicjustice.org (Legal Representation and Advice) Free
 Maryland Legal Aid- 410 951 7777, www.mdlab.org ,500 E. Lexington St. Baltimore, MD 21202 (Legal Representation and Advice –focused on subsidized housing) Free
 Homeless persons Representation Project- 410 685 6589, www.hprplaw.org , 201 N. Charles St., Ste 1104, Baltimore, MD 21201 (Advice, Representation, Veterans Benefits re subsidized housing) Free
 Green and Healthy Homes Initiative 410 534 6447, www.greenandhealthyhomes.org (Advice and Representation regarding lead and other health hazards)
 Peoples Law Library-(Legal Information ONLY) www.peoples-law.org

Mediation (A free Mediator helps people talk about issues and create solutions to meet their needs)
 In CourtMediation by Dist. Ct. of MD, Alternative Dispute Resolution Office- Ask Courtroom Clerk or Judge how to sign up for this service) more at https://mdcourts.gov/distict/adr/home/rentcourt
 Baltimore Community Mediation Center 410 467-9165, www.communitymediation.org (services available to resolve a variety of disputes not just court cases)

Financial Assistance – General and to Avoid Eviction
 211-General Financial assistance
 Eviction Prevention- 410 878 8650, Dist. Court, 501 E. Fayette Street, RM 207 Balt., MD 21201

Lan[redacted]_____ Date 9/28/2023

Ten[redacted]___ Date 9/28/2023

Tenant_____ Date_____

Approved for Use by
Baltimore City Department of Housing and Community Development

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Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

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Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

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Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

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Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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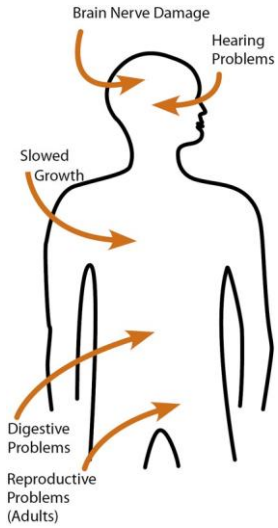
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

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Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

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What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

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Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

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Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

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Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

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For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

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Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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Department of the Environment

Lead Poisoning Prevention Program

Notice of Tenants' Rights

INTRODUCTION

This Notice of Tenants' Rights explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1950, register and annually renew registration of their properties with Maryland Department of the Environment's (MDE) Lead Poisoning Prevention Program, and provide tenants with lead educational materials. This Notice of Tenant's Rights also provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your home, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

Please read this material carefully and call the Lead Hotline at 410-537-4199 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)

I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1950, WHAT DO I NEED TO KNOW?

In order to be fully compliant with the law, your landlord is required to:

1) Give you the Notice of Tenant Rights, the EPA brochure, "Protect Your Family from Lead in Your Home,", and a copy of the lead inspection certificate for the unit on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
2) Ensure that the property is currently registered with the Maryland Department of the Environment (MDE) and is required to pay a $30.00 per property/unit registration fee.
3) Obtain a passing Full Risk Reduction certificate prior to you moving into the property.

DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?

Yes. The property owner must have the unit inspected at the owner's expense. All inspections are required to be performed by an inspector accredited by MDE. If the house passes the inspection, the property owner will be given a Lead Paint Risk Reduction Inspection Certificate. This certificate will be on file at MDE. The owner is required to give you a copy of the inspection certificate when you

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move in. If you wish to know the results of the inspection, ask your landlord or call the Lead Hotline at 410-537-4199, 1-800-776-2706, or TTY 800-735-2258.

ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST COMPLY WITH SPECIAL STANDARDS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has an elevated blood lead level (EBL) 10 µg/dl or more, the local health department will inform the property owner of the obligation to meet the **Modified Risk Reduction Standard**.

The Modified Risk Reduction Standard must also be met when the property owner receives a written Notice of Defect that there are structural defects and/or chipping, peeling, and flaking paint in your home. Chipping, peeling and flaking paint in pre-1950 constructed rental properties is presumed to contain lead, which can be dangerous to you and your children.

The property owner will have 30 days to satisfy the Modified Reduction Standard after receipt of a written Notice of Elevated Blood Lead Level or Notice of Defect.

HOW DO I TELL THE PROPERTY OWNER ABOUT STRUCTURAL DEFECTS and/or THAT THERE IS CHIPPING, PEELING, AND FLAKING PAINT IN MY HOME?

You must send a notice to the property owner in writing. You may either write a letter or use a "Notice of Defect Form." A sample copy of the form is attached on page 5. When sending a notice, it is suggested to send it **Certified Mail, Return Receipt Requested** or **Hand Deliver** it to the property owner and obtain a signature evidencing receipt. This documentation is also useful when making a referral to MDE or your local housing department.

Once the property owner receives the notice, your property must satisfy the Modified Risk Reduction Standard within 30 days.

HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt or a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner provides for the temporary relocation of tenants to a lead free dwelling unit or another dwelling unit that has meet the full risk reduction standard;

OR

Within 30 days after the receipt or a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner ensures that the property passes a test for lead contaminated dust and by performing certain lead hazard reduction treatments. The property owner must pay for those repairs and must use a contractors accredited by MDE to perform lead abatement work.

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SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Nobody is permitted in the work area. Pregnant women and children under 6 years old are prohibited from being in the house while the lead hazard reduction treatments are being performed. If you are required to leave your house for more than 24 hours while treatments are performed, the property owner must pay for all your reasonable expenses directly related to your required relocation to temporary lead safe housing.

The property owner is also responsible for expenses related to the moving, storing, or cleaning of furniture, and possibly food costs for the family while work is being done in the home.

You must allow the property owner to enter your home to do the treatments.

The property owner is required to have the home inspected to verify the Modified Risk Reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the Modified Risk Reduction standard.

WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO MY NOTICE?

1. Make a Referral

If you have given your landlord a written Notice of Defect or Notice of EBL and no repairs have been completed, you can make a referral to Maryland Department of the Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825. When making a referral, please provide copies of the Notice of Defect or Notice of EBL, along with any verification of receipt you may have.

2. Rent Escrow

Rent Escrow is a legal process that requires you to file a Complaint for Rent Escrow in the District Court in the county in which you live. If the District Court grants your request for an escrow account, you will be required to pay your rent into the District Court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is not in compliance with Maryland's Lead Laws.

An escrow account is only established after all facts have been presented to a judge in a judicial proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney.

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3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1950, the landlord must state that they are currently registered with Maryland Department of the Environment and provide the certificate number for the inspection conducted for the current tenancy. Failure to provide this information may result in the dismissal of the landlord's complaint.

4. Retaliatory Eviction

It is unlawful for your landlord to evict you for complaining about dangerous conditions present in your home, including the presence of peeling, chipping, and flaking paint. The law protects tenants against eviction and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions, and shall be void. It is also against the law for the property owner to evict you because there is someone in your home found to have a high blood lead level.

If you have any questions about the Maryland Lead Law, visit: www.mde.state.md.us/lead or call the Lead Hotline at 410-537-4199 or toll-free at 1-800-776-2706, or TTY 1-800-735-2258.

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MARYLAND DEPARTMENT OF THE ENVIRONMENT
Land Management Administration • Lead Poisoning Prevention Program
1800 Washington Boulevard, • Suite 630 • Baltimore, Maryland 21230-1719
410-537-3825 • 800-633-6101 x3825 • www.mde.state.md.us

Notice of Defect/Notice of Elevated Blood Level

Send this notice by certified mail, return receipt requested or hand-deliver this notice and get a signature from the property owner or the property owner's agent or manager.

To: _____
Name of Property Owner

_____
Property Owner Address

_____
City, State, Zip

From: _____
Your Name

_____
Your Address

_____
City, State, Zip

_____
Phone

Property Subject To This Notice: _____

THIS IS TO NOTIFY YOU TO MEET THE MODIFIED RISK REDUCTION STANDARD AS REQUIRED BY § 6-819 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND BECAUSE:

___ A child under the age of six years, or a pregnant woman, residing at the above address has been diagnosed with a blood lead level of 10 µg/dl or more on; **and/or**

___ The following defects require your attention:

The following areas contain peeling, chipping, flaking paint that is accessible to a child:

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

The following areas contain structural defects:

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

Other Hazardous Conditions:

_____

_____

PROPERTY OWNER / MANAGER SIGNATURE

I,_____ owner / manager of the above-noted property (circle one) hereby acknowledge receiving this Notice of Defect / EBL.

Signature _____ Date_____

Form Number: MDE/WAS/COM.057
Revised: 6/2012
TTY Users: 800-735-2258

Recycled Paper

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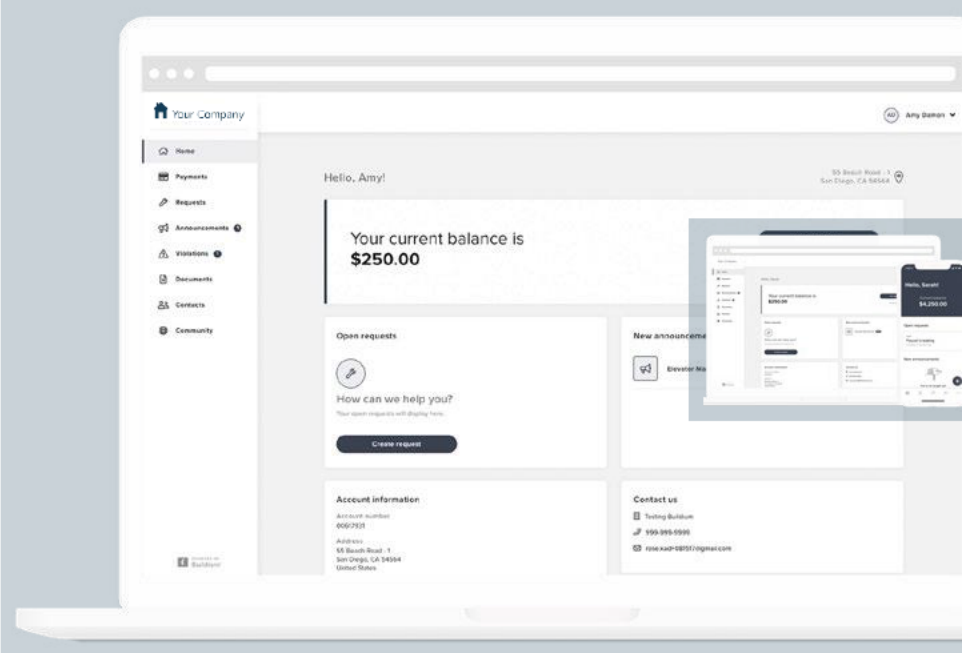
Resident Center Guide

Welcome to the Resident Center! It has been designed specifically to let you easily manage your living experience and and make payments online. We've provided some instructions below to help you get up and running— let's get started!

Open this file in Adobe Acrobat to upload your logo

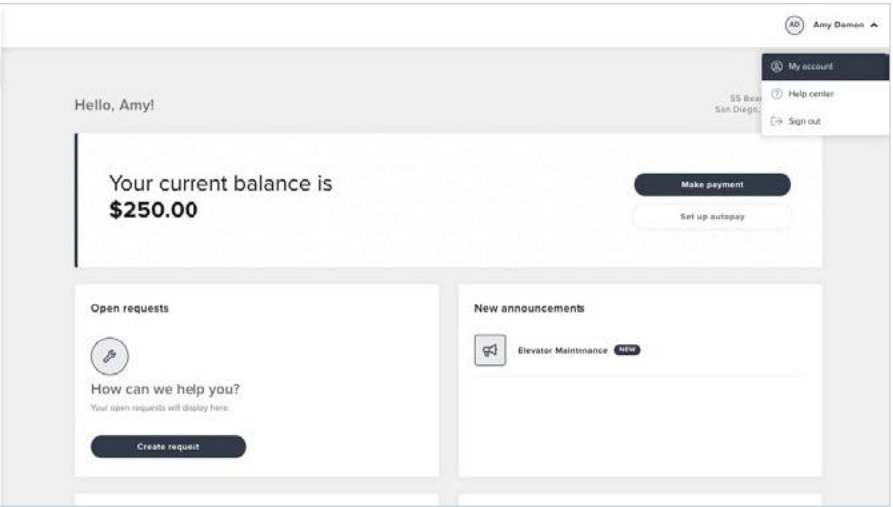


Create a password and sign in

Your password will be sent in a welcome email. The email will contain the website, login ID, and temporary password to use when you sign in the first time. Sign in using the Resident sign-in box on the right side of the screen. You will be prompted to change your password the first time you sign in.

24/7 access from anywhere

The Resident Center is fully mobile responsive and available 24 hours a day so you can make payments, submit requests, or access important documents anytime, anywhere.



My account

You can use the "My Account" page to keep your contact information up-to-date and to change your password.

You can also add or edit your emergency contact here.

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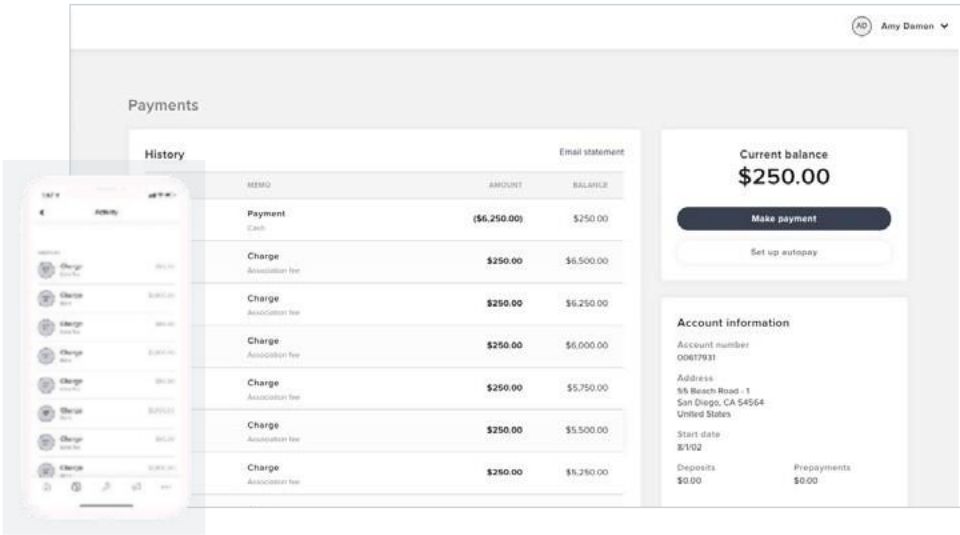
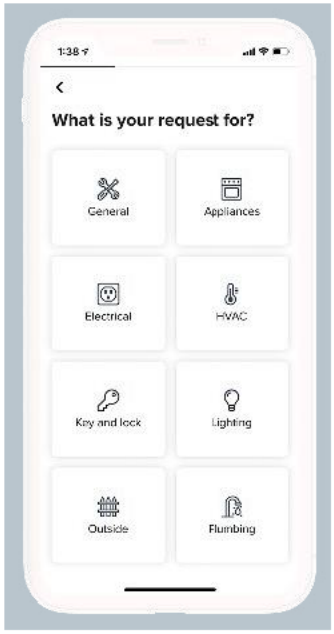
Payments

The Payments page shows your transaction history - charges, payments, refunds, and more. From here, you can make a one-time payment or set up autopay.

Make a payment online by clicking the “Make Payment” button from the home dashboard or payments page. You have the option to make a one-time payment or set up an automatic payment to process on a regular basis.



You can schedule the payment for a later date–or to pay immediately. Once you make a payment, it may take a day or two for the charge show up on your bank or credit card statement. If an online payment is refused by your bank, it will reflect on the Payments page automatically.



Requests

The requests page allows you to submit either a maintenance request or general inquiry.

The maintenance request page will allow you to provide the necessary information about your issue in order to get it fixed as soon as possible.

Once submitted, you request is saved and available here. You can come back to the request to check on the status. When updateds are made, we’ll let you know by email and on this page.

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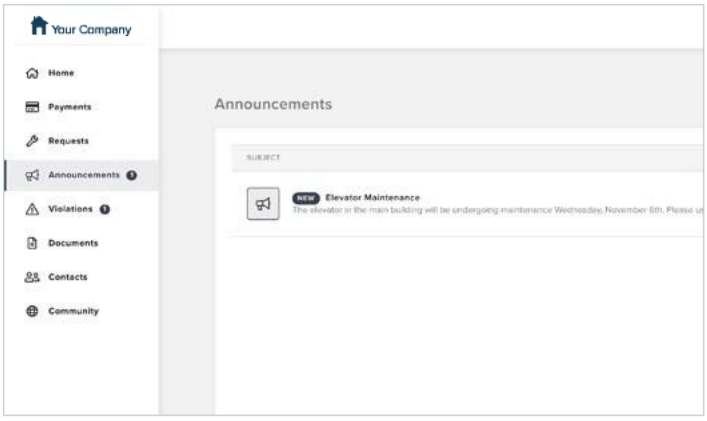
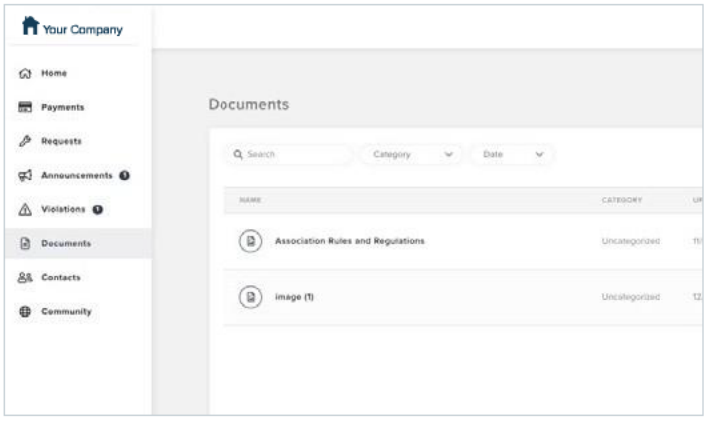


Announcements

You will receive important news and updates which will be posted on the resident site and also sent to your email.

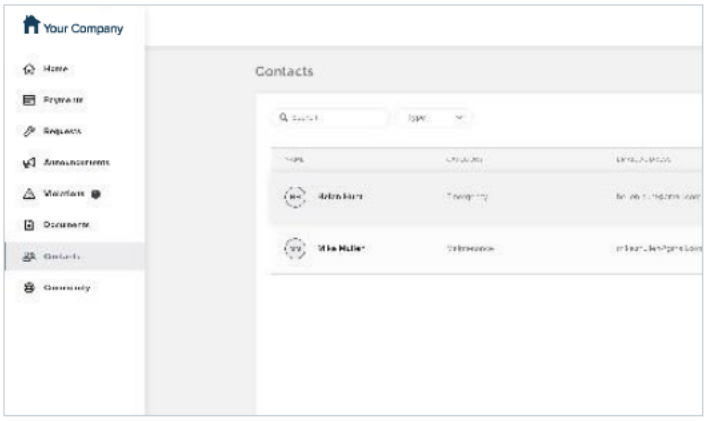
You can log in to the resident site to check for new announcements right on the dashboard.



Documents

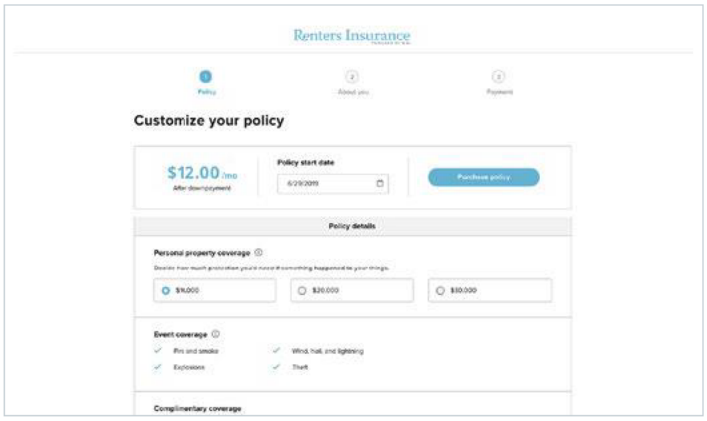
The Documents section shows all files that have been shared with you.

For example, you might find a scanned copy of your lease, move-in report, and local maps of the area on this page.



Contacts

The Contacts section helps you find your way in your neighborhood. You will find phone numbers and websites ofr local utilities, municipal services, restaurants, and other useful information here.



Renters Insurance

Purchase a renters insurance policy and get coverage within seconds directly through the resident site. Protect your belongings for as low as $12/mo and automatically notify your property manager of your new policy.

Download the *Resident Center* mobile app today!

Download on the App Store

GET IT ON Google Play

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