

LEASE AGREEMENT

This lease made as of 12/1/21, among

hereinafter called "Lessor", and hereinafter called "Lessee's". The Lessor

may, at a later date, employ the use of an agent and will notify the Lessee in writing of such a change. The lessee accepts that such agent is authorized to represent the Lessor in all matters pertaining to this property and this Lease. Lessor does hereby let and demise to Lessee the following described unfurnished property known as:

513 NORTH ELLWOOD AVENUE, BALTIMORE, MD. 21205.

equipped with the following chattels: stove, refrigerator and disposal to be used as single family residence for the term beginning 12/1/21, and ending 11/30/22. The Lessee is further responsible for this property under all the terms of this lease from the day of signing to the date Lessee relinquishes property to Lessor since she is already in possession of the property.

Rent: Lessee covenants to pay a total rent amount of:

FIFTEEN THOUSAND Dollars (\$15,000.00)

(a) Rent will be paid in equal monthly installments of \$1,250.00. Rent is due on the first day of each month in advance without notice, demand or offset and payable to the Lessor at:



- (b) If the Lessee would like to renew the lease for another 12-month period he may do so at the Lessor's discretion by notifying the Lessor in writing 60 days prior to the termination of the current lease. If no notification is received by the Lessor to either terminate or continue the lease, the lease will automatically revert to a month-to-month lease. All provisions contained herein will continue to apply including the requirement of 60-day notice to terminate.
- (c) <u>Automatic increase</u>: Unless otherwise changed by the Lessor, the rent will automatically and without further notice increase by 6 % after each 12-month lease period and whether or not the lease has reverted to month-to-month. Acceptance of the un-increased monthly amount by the Lessor for any number of months does not relieve the Lessee of the debt caused by the difference needed to make up the increased amount.

A. Delivery of Payments and Late payment charge: Any payments sent in the mail will be treated as unpaid until received by management. Regular payments will be late if received after 5th day of the month. Resident agrees that if rent is received after 5:00 p.m. on the 5th day of the month, Resident shall pay a late payment charge of Sixty Dollars (\$60.00). Resident further agrees that if rent is received after 5:00 p.m. on the 15th day of the month, Resident shall pay a late payment charge of One Hundred (\$100.00). Resident will be required to pay by certified funds only. Any collection costs, court costs or attorney fees incurred by Management to cure any violation by Resident or to collect past due rent shall be deemed "rent".

B. Oil Deposit: Lessee will pay a \$500 oil deposit as payment for the oil deposit that is currently in the oil tank and is totally responsible financially for the request and deposit of oil to the residence for heating. The property is equipped with an oil powered steam boiler. It is the sole responsibility of the Lessee to maintain the Steam boiler and ensure that there is adequate oil in the tank to heat up the property at all times. (Tenant's will be financially responsible the oil account with PETRO oil company and are further responsible for purchasing all oil refills necessary to maintain the heating of the property), (see also "Pets" below for pet security deposit) for the full and faithful performance by Lessee of every

(see also "Pets" below for pet security deposit) for the full and faithful performance by Lessee of every provision, covenant, and condition of this lease. In the event that Lessee defaults with respect to any of such

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provisions, covenants, or conditions, including but not limited to, payment of rent, additional rent and assessed charges, Lessor may use, apply, or retain all of any part of such security for the payment of any rent, additional rent, assessed charges in default, or for any other sum which Lessor may expend or be required to expend by reason of any default by Lessee including any damages, late charges, returned check charges, check-out fee, or deficiencies in the re-letting of the property, whether such damages or deficiencies accrue before or after reentry by Lessor.

C. <u>Payment of Costs</u>: Lessee hereby agrees to pay all costs, expenses, fees and charges incurred by Lessor in enforcing, by legal action or otherwise, any of the provisions, covenants, and conditions of this lease, including such reasonable attorney's fees recoverable by law and shall pay Lessor's Agent (if so employed) the sum of \$100.00 per hour for each court appearance required by Agent. Lessee hereby waives the benefit of any exemption laws with respect to his obligation of this lease to the extent permissible by law.

D. <u>Quiet Enjoyment:</u> Lessor covenants for Lessee's quiet enjoyment for the term of this lease. Lessee covenants to conduct himself and others on the property with Lessee's knowledge and/or consent, in a manner that will not disturb his neighbor's peaceful enjoyment of their premises, this includes no disturbing noises, smells, or lights.

- 1. <u>Inspection of Property:</u> Lessee has inspected the property and agrees that the property is in a fit and habitable condition except for such damages as have been itemized in writing by Lessee and provided to the Lessor. Unless noted herein or on the check-in inspection sheet Lessee acknowledges that all windows, screens, lighting fixtures, and appliances are in good condition and that all drains are free. Any discrepancies not made a matter of record herein or at time of check-in must be made in writing to Lessor within 72 hours of check-in.
- Subletting and Use: Lessee covenants (a) to pay the rent when due, (b) not to assign or sublet the leased premises, and (c) not to use the property for any purpose other than a single-family dwelling.
- 3. Repairs and Maintenance: After occupancy of the property in a fit and habitable condition (with the exception of any itemized damages, to which reference is made in paragraph 6 above), the Lessee covenants to maintain and repair the property at their expense. All needed repairs will be made within one week of when the Lessee should have reasonably been aware of the condition except that emergencies will be taken care of immediately. The Lessee will contact, contract with and pay for- all such needed repairs. If at all possible, all repairs will be made by one of the pre-qualified contractors on a list that may be provided by the Lessor. If a pre-qualified contractor is not available the Lessee will hire only experienced and licensed contractors for the work. Should repair estimates exceed a total cost of \$250.00 the lessee will notify the Lessor before proceeding with the work.

The Lessor will replace at his cost certain items that are not repairable and have stopped functioning through no fault of the Lessee. They include: dishwasher, garbage disposal, range, washer, dryer, hot water heater, and furnace. If a major emergency occurs such as a *large* water leak, fire, a tree causing major damage, etc. the Lessee is to notify the Lessor immediately at any time of day or night. All other calls to the Lessor will occur between 8:00 AM and 10:00 PM. The Lessee is to keep all repair bills and provide a copy to the Lessor by mail or fax as they occur and at the termination of the Lease.

Specifically, the Lessee covenants to maintain and repair the property including but not limited to the following:

- (a) To <u>replace</u> or repair all broken and damaged glass, screens, windows and storm windows, locks, miniblinds, door knobs/latches, plaster, drywall, flooring, and wood at the expense of Lessee and to the satisfaction of Lessor;
- (b) To keep any furnace, hot water heater, water and gas pipes, and all other water, gas (including lighting of pilot lights) plumbing, smoke/CO detectors (including battery replacement), thermostat, dishwasher, refrigerator, oven/range, washing machine, dryer, disposal, and electrical appliances and fixtures (such as lights, receptacles, switches, exhaust fan, ceiling fans, etc.) in good and substantial repair and clean condition, reasonable cosmetic wear and tear excepted;
- (c) To <u>replace</u> faucet washers, ballcocks, toilet flush components and light bulbs as needed, and change the furnace filters at least every two months;
- (d) To be responsible for the installation, relocation and/or repair of telephone and Cable/Satellite TV lines and plugs/jacks within the property.
- (e) To <u>unstop and keep clear</u> all waste pipes and drains; and to caulk around tubs and showers; to use water closets and other plumbing fixtures only for the purpose for which they were installed, and not to place sweepings, rubbish, rags, or other articles in such fixtures;
- (f) Not to use any harsh or abrasive cleaning compounds or solvents on any flooring material, plastic or fiberglass tub enclosures, plastic laminated counter tops or lavatory tops, and to use only waxes of a water emulsion type; and

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- (g) To <u>turn off water</u> to exterior hose bibs during cold weather and be responsible for loss or damage from freezing of water pipes and plumbing fixtures (water shut off is behind the basement toilet);
- (h) To keep all doors and windows closed during rain or snow;
- (i) To keep all gutters and downspouts clean and clear of leaves, needles, and other debris,
- (j) To keep any grass and shrubbery properly cut, trimmed and pruned, watered and otherwise maintain the grounds in good order; to not cause ruts in the yard, or dig holes without permission
- (k) To be responsible for any water damage resulting from overflowing of sinks, tubs, showers, etc.;
- To pay promptly all bills for water and other utility services to the property and all charges associated with Cable/Satellite TV service, which is to be in the name of- and billed separately to- Lessee,
- (m) To pay for service calls to replace fuses (or reset circuit breakers), or when repairmen certify nothing is wrong with the appliance or equipment;
- (n) To be <u>responsible for service calls</u> or repairs required by virtue of neglect, carelessness, or damage caused by Lessee, his family, guests or pets;
- (o) Not to install on the property any antenna of any kind without the written consent of Lessor;
- (p) Not to use, store or keep on or in the property any explosives, or flammable or combustible materials that could endanger the property or increase the rate of fire insurance on the property;
- (q) Not to affix or suspend signs, advertisements or notices upon or from any part of the property;
- (r) Not to place a metal safe, waterbed, or other heavy articles on the property without written consent of Lessor, and to be liable for all damages resulting from the placement or moving such articles;
- (s) Not to use salt to remove snow/ice on any exterior concrete surfaces;
- (t) To make no alterations/redecoration (e.g. removal of- or adding of wallpaper, or paint), additions, or improvements to the property (building or landscaping), without the written consent of Lessor, and that any such alterations, additions, or improvements to the property whether made by Lessor or Lessee, shall become part of the property and so remain upon the termination of this lease.
- (u) To repair and maintain the garage and fences, in the condition they were accepted.

<u>Pets:</u> Lessee covenants not to keep any animals, wild or domestic, on the property without the written consent of Lessor

<u>Public Domain:</u> If all or a substantial part of the property shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this lease and all rights of Lessee under it shall immediately terminate, and the rent shall be adjusted as of the time of such acquisition, but Lessee shall have no claim against Lessor for any value of the unexpired term, nor shall Lessee be entitled to any part of the condemnation award or purchase price in lieu of such award.

- 4. <u>Major Building Damage</u>: In the event of damage to the property by fire, enemy action or other casualty, Lessor shall repair the same with reasonable dispatch after receipt of written notice of such damage by Lessee. If the property or any part of it is damaged by fire, enemy action or other casualty to such an extent that the enjoyment of the property is substantially impaired, Lessee may immediately vacate the property and notify Lessor in writing within fourteen (14) days after such vacating of the intention of Lessee to terminate this lease, in which case this lease terminates as of the vacating. If, however, the damage to the property by fire or otherwise was caused by the deliberate or negligent act of Lessee, or the agents, servants, employees, visitors or licensees of Lessee, no option to terminate the lease shall exist and Lessee shall be liable for the rent during the unexpired term of this lease without abatement unless Lessor elects to terminate this lease, a right Lessor hereby reserves in such contingency.
- 5. <u>Liability</u>: Neither Lessor, nor Agent shall be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leaking upon or into the property of water, rain, snow, ice, sewage, steam, gas or electricity, or by any breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage is the result of willful misconduct or gross negligence of Lessor or Agent, and Lessee has given prompt written notice of damage to or in the property. This covenant, however, does not obligate and is not to be understood, interpreted, construed, or in any way to imply that Lessor is obligated or expected to repair or correct such defect, breakage, malfunction or damage. Any roofs, sheds, attic, crawl space or similar structures are to be used at the sole risk of Lessee. It shall be the sole responsibility of Lessee to determine the soundness of said structures. Any equipment, chattel, or personal property left by Lessor for use by Lessee shall be used at the sole risk of Lessee. Lessee shall hold harmless Lessor and Agent from any and all injuries arising out of faulty workmanship, defects or materials in connection with the property and/or any repairs, alterations or improvements, made to the property or injuries in connection with the use of any equipment, chattel or personal property belonging to Lessor.

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- 6. Possession: If the Lessee opts not to take possession of the premises after the execution of this lease, or in the event of termination of this lease prior to the expiration of the term of this lease for any reason other than an official transfer as provided for in paragraph 21 herein below; (a) Lessee shall pay to Lessor as liquidated damages a charge equal to one month's rent, (b) Lessee shall pay costs for re-renting property, including but not limited to the rental commission (one month's rent), advertising costs and multiple listing charges, (c) Lessor or Lessor's Agent shall be the exclusive rental agent for the purpose of leasing the premises. Lessee is thereby excluded from employing any other agency in connection with the subject lease premises, (d) Lessee shall allow Lessor or Lessor's Agent to list the premises in the Multiple Listing Service, install a lockbox, sign and advertise the property for the purpose of finding a replacement tenant or, if the Lessor desires a purchaser for the property, Lessor may, for the purpose of re-renting the property place the property on the market at a difference rental rate should the property either be underpriced or overpriced according to market conditions at the time Lessee desires to terminate the lease. Lessor shall have absolute discretion in determining whether a prospective tenant meets all the Lessor's criteria used to process rental applications, (e) Lessee shall pay rent, maintain heat, electricity, water, sewer, and abide by all provisions of this lease until the replacement Lessee or purchaser occupies the home, or the original lease term expires, whichever occurs first. Lessor may obtain a distress warrant against Lessee in order to protect the interest of the Lessor and to insure the fulfillment of the terms of the lease by the Lessee; and (f) Lessee shall be liable for the costs incurred by Lessor for taking out additional insurance to cover any vandalism to the premises should such expense be incurred as a result of the Lessee vacating the premises.
- 7. Access to Property: Upon reasonable notice to Lessee and at reasonable times, Lessor and/or his duly designated representatives may enter the property in order to (a) inspect the property; (b) make necessary or agreed repairs, decorations, alterations, or improvements; (c) supply necessary or agreed services; (d) exhibit the property to prospective or actual purchasers, mortgages, lessees, workmen, or contractors, and (e) place "for sale" or "for rent" signs on the property sixty (60) days prior to expiration of this lease. In case of an emergency or in case it is impractical for Lessor to give reasonable notice to Lessee of Lessor's/Agent's intent to enter the property, or in case the property has been abandoned or surrendered by Lessee, the property may be entered by Lessor and their duly designated representatives without notice to Lessee. Lessee specifically agrees to permit the installation of a lockbox (with a key to the house in it) on the property to facilitate showing the property to prospective tenants or purchasers during the last 60 days of occupancy under this lease.
- 8. Breach of Lease: Any of the following may be deemed by Lessor as a default by Lessee and breach of this lease: (a) material noncompliance by Lessee with this lease; (b) noncompliance by Lessee with any obligations primarily imposed by Lessee by provisions of building and housing codes materially affecting health and safety; (c) failure by Lessee to remove from the property all ashes, garbage, rubbish, and other waste and leave property in a clean and safe manner; (d) use of the property by Lessee, or use by others with or without the consent of Lessee, for any illegal purpose; (e) failure by Lessee, or by others with or without consent of Lessee, to abide by all rules or regulations of Lessor, or homeowners association now in effect or hereinafter adopted, concerning the use and occupancy of the property; (f) abandonment of the property by Lessee; (g) the appointment of a receiver or trustee for Lessee or for the assets of Lessee; or (h) the filing of any bankruptcy, arraignment or insolvency proceedings by or against Lessee, or any assignment by Lessee for the benefit of creditors. In the event of such breach of this lease, in addition to other remedies provided by law, Lessor may deliver a written notice to Lessee that specifies the act or omission constituting the breach informing Lessee that his lease will terminate thirty (30) days (5 days in the event of failure to pay rent) after receipt of such notice by Lessee if the breach is not remedied within twenty-one (21) days (or 5 days in the event of failure to pay rent) after receipt of such notice. If the breach is remediable by Lessee by repairs, the payment of damages, or otherwise, and the Lessee adequately remedies the breach within such twenty-one (21) days (or 5 days in the event to pay rent), this lease shall not terminate. If the breach is remediable and Lessee does not adequately remedy it within such twenty-one (21) days, or if the breach is not remediable, this lease shall terminate thirty (30) days after receipt by Lessee of written notice that specifies the act or omission constituting the breach and informing Lessee that his lease will terminate after such period. Upon such termination, Lessor shall be entitled to possession of the property, to any unpaid rent or additional rent, to damages and injunctive relief for breach of this lease, and to such reasonable attorney's fees as may be recoverable by law.
- 9. Health and Safety: In the event of: (a) noncompliance by Lessee with this lease materially affecting health and safety; (b) noncompliance by Lessee with any obligations primarily imposed upon Lessee by provisions of building or housing codes materially affecting health and safety; or (c) noncompliance of Lessee with any rule or regulation of Lessor or homeowners association, now in effect or hereafter adopted, concerning the use and occupancy of the property, and such noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and, if Lessee fails to comply, as promptly as conditions require in case of an emergency, or within

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fourteen (14) days after receipt by Lessee of a written notice from Lessor specifying any such noncompliance and requiring its remedy by Lessee within such period or time, in addition to other remedies provided by law, Lessor or their duly designated representatives may enter the property and cause the necessary work to be done in a workmanlike manner. Upon completion of such work, Lessor may submit an itemized bill for the actual cost or the fair and reasonable value of such necessary work to Lessee, and the amount of such bill shall be paid by Lessee as additional rent on the next date upon which an installment of rent is due or, if the lease has been terminated, such bill shall be paid immediately by Lessee. In the event Lessee fails to pay when due any installment of rent, and such rent, or additional rent, is not paid within five (5) days after written notice by Lessor or possession of the property surrendered, Lessor shall be entitled to possession of the property, to any unpaid rent and additional rent, to any damages sustained and to such reasonable attorney's fees as may be recoverable by law. If Lessee refuses to allow access to Lessor as provided in paragraph 14 of this lease, Lessor may obtain injunctive relief to compel access or may terminate this lease. In either case, Lessor may recover actual damages sustained and reasonable attorney's fees.

10. Termination of Lease: At termination of this lease, whether by expiration of the term or by termination by Lessor upon breach by Lessee, the property shall be promptly vacated by Lessee, all personal property of Lessee removed, all walls washed, wood and tile floors waxed, exterior of cabinets cleaned and waxed, cabinets and drawers cleaned inside, stove and oven cleaned, exhaust fan free from grease, refrigerator defrosted and clean, window/storm windows washed (inside and outside), carpeting professionally cleaned by a firm approved by Lessor, grass freshly mowed, shrubs trimmed/pruned, lighting fixtures clean, all trash removed from property, property and appliances in good order and conditions as reasonable wear and tear will permit. In the event of any damage to the property, caused by Lessee, Lessee will repair such damage at his expense to the satisfaction of Lessor. If Lessee fails to so vacate the property, Lessor may bring action for possession and damages against Lessee, including reasonable attorney's fees.

 Indemnity: Lessee shall indemnify Lessor and Agent against all costs, expenses, charges, injuries and damages sustained or incurred as a result of any breach by Lessee, or the agents, servants, employees, visitors, family, guests or licensees of Lessee.

12. Non-waivers: Acceptance by Lessor of monthly installments of rent with knowledge of a default by Lessee under this lease, or acceptance by Lessor of performance by Lessee that varies from the provisions of this lease or rules or regulations adopted by Lessor, shall not constitute a waiver of the right of Lessor to terminate this lease (a) for the continuation of the same breach or for another breach of this lease or rules and regulations adopted by Lessor occurring after the month to which such monthly installment of rent was applicable, or (b) for the continuation of the same variance or for another variance of performance by Lessee occurring after the month during which Lessor accepted such variance. Acceptance by Lessor of partial payment of past due rent shall not constitute any waiver of any right of Lessor to terminate this lease for breach of its provisions by Lessee, and acceptance of unpaid rent after expiration of a termination notice shall not constitute a waiver of the termination.

13. Notification: Lessor may give notice under this lease to Lessee (a) by delivering such notice in writing to Lessee in hand or (b) by posting on the door of the premises or (c) by hand delivery to a family member or resident of the house who is 16 years of age or older or (d) by mailing such notice to Lessee at the address of the leased property or to the last known place of residence of Lessee by certified mail. Lessee may give notice under this lease to Lessor (a) by delivering such notice in writing to Lessor in hand or (b) by mailing such notice to Lessor at the address of disclosed at the beginning of this lease by certified mail. This paragraph shall not be applicable to pleadings required by law to be served by judicial or similar officers.

14. Other Charges and Penalties: Lessee agrees to pay Lessor \$50.00 for each returned check (for any reason), which is in addition to the late charge, for a 5 day pay or quit notice served, for a warrant in debt, warrant of unlawful possession or a distress warrant, for a second check-out (required if premises does not pass initial check-out inspection) and/or to arrange for and inspect any repairs, cleaning, etc. by virtue of noncompliance with this lease. Lessee authorizes Lessor to pay for such services from his security deposit and to deduct any late charges, penalties, and/or cleaning/repair costs from his security deposit. Lessee authorizes Lessor to pay Lessee's final water bill from the security deposit at the sole option of Lessor.

15. Lessee's Insurance: Lessee shall protect by insurance in the minimum amount of \$300,000 liability from whatever cause to his person or property and to the person or property of those on the premises, and Lessee shall indemnify and hold harmless Lessor and Agent from all claims arising from any such injury or damage. A certificate evidencing such insurance shall be forwarded to the Lessor within 10 days after commencement of the lease. Lessee authorizes Lessor to obtain at Lessees expense said policy should Lessee not provide Lessor with certificate as provided above, however nothing herein shall obligate or require Lessor to obtain said policy for Lessee.

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- 16. Government Transfer: If Lessee is a member of the Armed Forces of the United States or an employee of the Federal Government and is transferred out of the Metropolitan Washington Area (35 mile radius) during the term of his lease, he may terminate this lease by giving Lessor 30 days written notice to that effect. Such notice shall cancel this lease on the last day of the following month, provided that such notice is accompanied by: (1) cash or cashier check for the rent for such following month and the amount of any liquidated damages due under paragraph (a) below; (2) any late charges, returned check charges due, etc. and (3) a copy of official transfer orders. NOTE, a 30-day notice must be delivered to Lessor the month prior to the effective date i.e., to terminate on 30 June the notice MUST be received by Lessor not later than 30 May. In that event, Lessee agrees to the immediate placement of a sign and a lockbox for the purpose of showing the property to prospective tenants or purchasers. Lessee certifies that he has no knowledge at present of his impending transfer during the term of this lease.
 - a. In consideration of such early termination Lessee shall pay to Lessor as liquidated damages; the amount of one month's rent if less than six (6) months of the term of the lease shall have elapsed as of the effective date of termination, or the amount of one half of one month's rent if more than six (6) months but less than twelve (12) months of the term of the lease have elapsed as of the effective date of termination, however, nothing in this paragraph 21 shall affect the obligations of Lessee under paragraphs 6 and 14 above.
- 17. Homeowners Association: Lessee agrees to obey and abide by any rules, regulations, or covenants that are now in effect and/or may be adopted later by the homeowner's association, unit owners association, subdivision, council of co-owners and any other person or group acting in behalf of the project or subdivision in which this property is located.
- 18. <u>Infestation:</u> Lessee is to keep property free of roaches, ants, fleas and any other insects, rodents or vermin during the term of this lease and at the expiration of this lease and any extensions thereof return the property to Lessor free of all insects, rodents and vermin.
- 19. Governing Law: This lease shall be construed, interpreted and applied according to the law of Maryland, and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.
- 20. Expenses: Lessee shall not incur any expenses against Lessor and will not arrange or contract for repairs or services of any kind except at his expense. No deductions are to be made from the stipulated rent by Lessee.
- 21. Unlawful Acts: In the event the conduct of the Lessee involves criminal or willful conduct which cannot be remedied and which poses a threat to health and safety, the Lessor may terminate the lease without notice, and proceed to obtain possession. In the event the Lessee has been arrested, or convicted as a principal, in a crime, whether felony or misdemeanor, involving the sale, manufacture or distribution of illegal drugs of any kind, then there shall be strong, but rebuttal, presumption in any civil proceeding against the Lessee seeking his eviction, that he has been involved with such criminal or willful conduct and that the Lessor is entitled to possession in absence of satisfactory proof by the tenant to the contrary.
- 22. <u>False Information</u>: The Lessor has relied upon the representations of the Lessee contained in the rental application and if any information contained therein is false then the Lessor may immediately terminate the lease based on said false statements.
- 23. Tenants signing this lease shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.
- 24. If the Lessor has not yet performed a credit check and /or has nor yet reviewed a rental application, this Lease agreement is considered contingent upon acceptance of the Lessee's rental application and credit worthiness by the Lessor prior to moving in by the Lessee.
- 25. Any payments not received at the time of the signing of this agreement or that are otherwise due prior to move in will be grounds for termination of this agreement at the discretion of the Lessor, up and until monies are accepted. Furthermore, the Lessor will not allow move in to the property by the Lessee prior to satisfying all payments due.
- 30. Consequences of breach by tenant: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person), and Landlord may reposes the premises or take other action under the lease or applicable law. Under Maryland Code § 8-401:

Whenever the tenant or tenants fail to pay the rent when due and payable, it shall be lawful for the landlord to have again and repossess the premises. To do so, Landlord must file a complaint under Maryland Code § 8-401 in the District Court of the county wherein the property is situated. Under Maryland Code § 8-402.1:

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When a lease provides that the landlord may repossess the premises if the tenant breaches the lease, and the landlord has given the tenant 1 month's written notice that the tenant is in violation of the lease and the landlord desires to repossess the premises, and if the tenant or person in actual possession refuses to comply, the landlord may make complaint in writing to the District Court of the county where the premises is located and proceed under the above-stated code section.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

31. Delivery of notices: Any giving of notice under this Lease or applicable Maryland law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

32. Utilities: Tenant will provide and pay for the following utilities

[X] Electric, [X] Gas/Oil (Tenant will maintain oil account in Landlords name with Petro oil company and purchase all oil supply for the heating of the house from Petro oil company), [X] Telephone, [X] Cable Television, [X] Water (Water bill is payable as additional rent), [X] Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

33. Notice of intent to surrender: Any other provision of this lease to the contrary notwithstanding, at least sixty (60) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Maryland law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

- 34. <u>Materiality of application to rent</u>: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.
- 35. Modification of this lease: 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.
- 36. Remedies not exclusive: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Maryland law.

- 37. Severability: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 38. No waiver: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 39. Attorney fees: In the event that Landlord employees 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.
- 40. <u>Heirs and assigns</u>: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 41. Governing law: This Lease is governed by the statutory and case law of the City of Baltimore and State of Maryland.
 - 42. Security deposit: Upon execution of this Lease, Tenant shall deposit the sum of \$1,250.00 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

Within 45 days after the end of the tenancy, the landlord shall return the security deposit

The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord.

The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address.

The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice.

If any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed, together with a statement of the cost actually incurred.

43. Tenant is responsible for the payment of the oil supply for heating at the property. Tenant agrees to maintain and purchase oil from the same oil company that the Lessor has the maintenance agreement with for the heating equipment.

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44. Additional provisions:

PROPERTY TO BE OCCUPIED ONLY BY THE RELOW LISTED PEOPLE:

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD

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TENANT	,		
Si Print			19/21

Initials: _____9Les