

COMMERCIAL RENTAL AGREEMENT

DATE: \_\_\_\_\_

PROPERTY: 5202 Baltimore National Pike, Baltimore, MD 21229

UNIT 105

LANDLORD: R.K. & K's PROPERTY MANAGEMENT, INC.

TENANT: \_\_\_\_\_

Tenant hereby understands and agrees to the following terms and conditions:

RENT: Rent shall be \$ 16,800 for the YEAR commencing \_\_\_\_\_ payable in installments of \$ \_\_\_\_\_ per MONTH payable in advance and due on the First day of each month commencing \_\_\_\_\_. The Tenant agrees to pay the rent when due, without setoff, deduction or the need for demand or notice, at the office of the Landlord or at such other place as it may specify, during normal business hours. It is agreed that the rent is not uniformly apportionable from day to day except where it may be contrary to law.

Rental Includes: Water and Sewer Service. \$ 0 is the full amount of Security Deposit of which \$ \_\_\_\_\_ has been received by Owner at the time of the signing and delivery of a copy of this lease to Tenant.

TERM: The term hereof shall commence on \_\_\_\_\_, 20\_\_\_\_ and continue for a period of \_\_\_\_\_ thereafter. At the end of the term, this agreement shall continue for an additional year unless terminated in writing by Certified Mail by either party no less than 60 days prior to the end of the original term or any term in a continuation of the original term. Tenant's obligation to pay rent continues during the 60 day notice period. If the Tenants have paid a security deposit it shall not be applied by the Tenants as payment towards the last month's rent.

RENEWAL, EXTENSION OF TERM: If Tenant shall remain in the Unit beyond the lease Term Landlord or Tenant may, at their respective option, extend the term hereof for an additional one year, at a rental rate of 110% of the rent stated above. Tenants right to extend the term may not be exercised more than once.

If Landlord elects not to extend the term, the occupancy granted herein shall be month-to-month, and the rental due shall be 120% of the rental due for the last month prior to the expiration of this lease.

WATER, GAS, ELECTRICITY, FUEL OIL, ETC: Each unit is separately metered. Tenant agrees to open its account with the appropriate public utility and to pay the cost electricity.

If such utility bills Landlord for any charges associated with the unit, Tenant agrees to pay Landlord, as additional rent any such bill or charge within Fifteen (15) days of being advised of the same by mailing of notice to the Unit. If Tenants fail to pay this bill by the net due date, the gross amount of the bill shall be treated as additional rent. If this lease is for a one-family house, Tenants also agree to pay as additional rent a pro-rata share of any and all trash and/or garbage collection charges which Baltimore County may impose upon the Landlord in connection with the Property.

MAINTENANCE, REPAIRS, TENANT INSPECTION: Tenant has inspected the premises prior to the signing of this lease and found them to be safe, sanitary and suitable for its intended purpose and free of any visible defects, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. Landlord agrees, upon notification by Tenant by Certified Mail, to maintain roof and plumbing, heating and electrical facilities in good repair unless the need for such repair results from misuse, abuse or neglect by Tenant or its



invitees. The Landlord shall supply janitor service and garbage collection or any other items or services not specifically listed as supplied in this agreement. Tenant agrees to notify Landlord by Certified Mail of repairs necessary to keep premises in a safe and sanitary condition in which event the Landlord agrees to repair, except for those items specifically exempted in this section above, at Landlord's expense and within a reasonable length of time, those items caused by ordinary wear and tear. If any defective condition of the premises comes to the Tenant's attention, it shall be the duty of the Tenant to immediately notify the Landlord of such defective condition by Certified Mail. The Tenant shall be responsible for any liability or injury resulting to the Landlord as a result of the Tenant's failure to so notify the Landlord of such defective condition. If the need to repair is caused by Tenant or its invitees, Landlord may make repairs, the cost of which will be treated as additional rent to be paid by the Tenant upon notification of amount. Any repairs made by the Landlord without request by Certified Mail by Tenants shall not be construed as a waiver of the obligation of Tenant to notify Landlord of any requested repairs by Certified Mail.

**PERMISSIBLE USE of PROPERTY AND PARKING** - The Unit is rented solely for business purposes, and not for residential purposes. Tenant is engaged in the business of \_\_\_\_\_ and shall not conduct any other business in the Unit except upon written notice to the Landlord and then upon the Landlord's written consent. The Tenant and its business invitees shall have access to the Property and the adjoining parking lot during its normal business hours, which shall be \_\_\_\_\_. Tenant's use of the parking lot shall be together with other Tenants in the property, and shall not be in such a way as to burden the parking lot. Tenant shall be permitted to use \_\_\_\_\_ parking spaces.

**TENANT'S OBLIGATIONS TO THE PROPERTY:** Tenant agrees to keep property in a clean, safe and sanitary condition and not to damage, deface, impair, abuse or remove any part of the premises which includes but is not limited to walls, ceilings, floors, woodwork, paint, paper, plumbing, heating, electrical, glass, doors, window sash, hardware and fixtures; not to use water on wood floors but to keep them waxed and covered with floor covering and to wash and use liquid wax on tiled floors. Tenant agrees to pay the cost of repairing any damage to the building or equipment therein, including inside burst water pipes or other water facilities, due to freezing caused by neglect, carelessness or the willful act of the Tenant. Tenant shall also be responsible for the replacement of all broken or cracked window glass or other glass caused by the actions of Tenant or its invitees. If the Tenants fail to fulfill any of these obligations the Owner may perform them and charge Tenants the cost for each item, which the Tenants agree to pay as additional rent.

**LATE CHARGES, COURT COSTS:** If the rent is paid more than five (5) calendar days late Tenants will pay a late charge a sum equal to 5% of the amount of delinquent rent due. Tenants also agree to pay the Court costs charged by the District Court for any notices sent for non-payment of rent unless a court decision is rendered in favor of the Tenant. In the event a Warrant of Restitution (put-out notice) is issued, Tenants also agree to pay the additional Court costs charged by the District Court and will also pay the sum of fifty dollars (\$150.00) should it become necessary for the Owner to hire men and/or equipment in advance for the purpose of being prepared for the put-out. All of the sums expressed in this section above are to be considered and designated as additional rent. If the Tenants pay the rent more than five (5) days late on more than one (1) occasion in any one (1) month period the Tenants shall pay to the Owner, upon being given 60 days written notice, an additional one hundred dollars (\$100.00) security deposit. This amount together with that previously paid as a Security Deposit shall not exceed the amount limited by law. Tenant agrees to pay reasonable legal fees for the enforcement of any of the covenants of this rental agreement plus court costs and private process fees incurred.



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

Tenant shall maintain a policy of general liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) covering its use of the premises, and shall provide a valid certificate of insurance within thirty (30) days of the execution of this Lease. The policy of insurance shall designate Landlord as a named insured.

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

**PROHIBITED ACTS, CARE OF PREMISES:** Tenant shall not overload the electrical system. Nothing shall be attached to the roof or walls which would, in any manner, cause damage. Tenants shall not in any way obstruct the sidewalks, fire escape, entry, steps, elevators, stairways, landings, etc. Tenant agrees not to violate any law in using the property, and agree to comply with all health, housing, fire and police regulations, and will not store or permit the storage of any gasoline, kerosene, or other flammable liquids or substances in the premises, common halls, basement or storage areas. The use of illegal kerosene heaters is forbidden.

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

**LOCKS:** Tenant shall not alter or add any lock or lock cylinder in any door without the written consent of the Landlord. If such consent is given the Tenant shall immediately provide the Landlord with a key for the use of the Landlord or his agent pursuant to the Landlord's right of access to the premises. Landlord may retain a pass key to the premises. Tenant agree it has examined all locks throughout the premises and are satisfied that same are suitable and in good working order so as to afford a reasonable degree of safety and security.

**SECURITY DEPOSIT:** Security Deposit paid, together with interest as provided by law, is refundable to Tenants and will be mailed to them at their last known address within 45 days from end of tenancy; but Landlord may deduct from the Security Deposit any unpaid rent, water bills, late charges, court costs, legal fees necessitated by Tenant's breach of lease, damage due to the breach of this agreement, and damages to the premises by the Tenants, their family, agents, employees, or social guests in excess of ordinary wear and tear. Tenants have the right to be present when the Landlord or his agent inspects the premises in order to determine if any damage was done to the premises if Tenants notify Landlord by Certified Mail at least 15 days prior to the date of moving or of their intention



to move, the date of moving, and their new address. Upon receipt of the notice, Landlord shall notify Tenants by Certified Mail of the time and day 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. The Landlord hereby furnishes the following list of existing damages:

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

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

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

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

**WATER, HALLWAYS:** Landlord will pay cost of water and sewer service charge unless otherwise stated in this agreement. Tenants agree to exercise care in using water and to promptly report all water leaks to the Landlord, and if Tenants fail to do so they agree to pay as additional rent the amount by which the bill for water and sewer service charge was increased by their failure to notify Landlord of leaks. Tenants agree not to use water to wash vehicles. Tenant shall not cause or permit anything to obstruct the hallway adjacent to its unit apartment or the stairway giving access to its unit.

**BAD CHECKS:** If a check is accepted by Landlord from Tenants for rent, it is purely as an accommodation to Tenants. If the check is dishonored by the bank, Tenants agree to pay a \$75.00 charge to Landlord to offset administrative and bank costs incurred by Landlord's office.

**DESTRUCTION OF PREMISES:** In the event the premises becomes impossible to occupy as a result of fire, floods, civil disorder or other causes beyond the control of either the



Landlord or the Tenant, the obligation to pay rent shall cease immediately and the Tenants agree to vacate the premises at once. The Landlord shall not be liable for any loss or damages to any property at any time located on the premises, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightning, vermin or any other cause unless such loss is caused by Landlord's negligence.

**RENTAL APPLICATION:** Tenants agree that all information supplied by them in the rental application which is made a part of this agreement is true and, in the event any information is not complete and true in every respect, the Landlord shall be entitled to possession of the property pursuant to law, and Tenants shall be liable for all costs and expenses including reasonable attorneys fees incurred in connection therewith.

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

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

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

**LANDLORD, TENANT - MEANING OF:** Wherever in this agreement the term "Landlord" is used it shall be construed to also mean "or its agent" and wherever the term "Tenant" is used it shall be construed to also mean "its employees, servants, agents, guests, invitees or sub-tenants."

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

**ALLOCATION OF PAYMENTS MADE BY TENANTS:** All payments made by the Tenant to the Landlord shall be applied as follows: firstly, to any late charges due and owing; secondly, to any and all court costs due, owing and arising out of a summary suit for rent; thirdly, for any costs, deposits or charges which are the obligation of the Tenants as stated in other sections of this lease; fourthly, to any past due rents or debts arising out of the lease; fifthly, to any currently due rent.

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



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

**NOTICE:** Any Notices hereunder shall be delivered as follows:

TO TENANT AT: 5202 Baltimore National Pike, Baltimore, MD 21229  
TO LANDLORD AT: Baltimore, MD

### ATTORNEY'S FEES

The parties to this lease recognize the opinion and argument of the Maryland law suit University Plaza Shopping Center, Inc. v. Garcia, 279 Md. 61, 1976. In particular, the parties agree with that portion of University v. Garcia that states that fees defined as rent and intended by the parties to be rent shall be treated as rent. The parties agree that should it become necessary for the landlord to employ an attorney to collect any sums of money due under this lease, that 15 % of such sums of money due under this lease shall be immediately due and payable by Tenant. Tenant agrees to pay reasonable private process fees and Landlord's Agent's fees incurred by Landlord should it be necessary to file suit to collect any sums of money due under this lease. The parties further agree that but for the above agreement by Tenant to pay attorney's fees and private process service fees, the rent as stated in this lease would have been higher in the amount of \$100.00 per month. Tenant and Landlord agree and intend that the aforesaid agreements to pay charges for attorney's fees, Landlord's Agents fees and private process service go to Tenant's use, possession and enjoyment of the leased premises in that the sum set for rent would necessarily be higher without the aforesaid agreements. The aforesaid agreements to pay 15 % of such sums of money due under this lease for attorney's fees, Landlord's Agent's fees and private process service is substituted for the agreement to pay additional rent which would have been required if Tenant and Landlord had not agreed to this clause. The parties have freely negotiated and agreed to the terms of this clause with no coercion and/or duress by Landlord or Tenant upon each other. The Tenant understands that this is a legally binding document and that if not understood Tenant may consult an attorney or any one else of his choosing in order to understand it. The sums of money due under the aforesaid agreements to pay attorney's fees, Landlord's Agent's fees and private process service fees are defined and intended to be treated as rent.

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

TENANT HAS READ OR HAVE HAD THIS AGREEMENT READ TO THEM, UNDERSTAND SAME

INTENTIONALLY LEFT BLANK

HAVE RECEIVED A COPY OF THIS AGREEMENT, AND BOTH LANDLORD AND TENANT BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

IN WITNESS WHEREOF WE HAVE PLACED OUR HANDS AND SEALS.

LANDLORD  
R.K. & K'S PROPERTY MANAGEMENT, INC.

BY: Odile Koudou, President \_\_\_\_\_ (SEAL)

TENANT: \_\_\_\_\_ (SEAL)  
BY

#### CERTIFICATE OF CORPORATE AUTHORITY

THE INDIVIDUAL SIGNING ON BEHALF OF TENANT, Which is a Corporation/Limited Liability Company/Partnership hereby certifies that he is \_\_\_\_\_ of such Tenant, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as its authorized agent.

\_\_\_\_\_  
Agent

#### PERSONAL GUARANTEE

The undersigned (the "Guarantor(s)"), being an officer, stockholder, partner or member in and of the Tenant, jointly and severally if more than one, in consideration of the benefits accruing to such guarantors from Landlord's willingness to rent to the Tenant, hereby unconditionally and irrevocably guarantees to LANDLORD its successors and assigns, the payment of all RENTS, ATTORNEY'S FEES AND COSTS described in the above Lease as and when the same shall become due and payable by \_\_\_\_\_ (Tenant) under a lease to be executed on even date herewith. This Guaranty is made in and shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the Guarantor has signed and sealed this Unconditional Guaranty below.

\_\_\_\_\_  
(Guarantor)