

# RENTAL AGREEMENT

DATE: December 23, 2019

TENANT: [REDACTED]

NO PETS ALLOWED

RM

PROPERTY: 716 N. Arlington Ave. 3<sup>rd</sup> fl.

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

**RENT:** Rent shall be \$ 750.00 per month payable each month in advance. The Tenants agree to pay the rent when due, without setoff, deduction or the need for demand or notice, at the office of the Owner or at such other place as he may specify, during normal business hours. It is agreed that the rent is not uniformly apportionable from day to day except where it may be contrary to law.

*Rental Includes:* Gas no Electricity no Heat no Hot Water no Cold Water and Sewer Service Charge yes

Appliances stove and refrigerator \$ 750.00 is the full amount of Security Deposit of which \$ 750.00 has been received by Owner at the time of the signing and delivery of a copy of this lease to Tenants, which is not in excess of Two (2) months rent. **TENANT(S) ARE NOT ACTIVE MILITARY.** RM

**TERM AND AUTOMATIC RENEWAL OF LEASE:** The term hereof shall commence on January 1, 2020 and continue for a period of 12 months thereafter. **At the end of the term, this agreement shall continue: for one 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 Tenant as payment towards the last month's rent. There will be a 7% rent increase at the end of the first year and each year thereafter.

TENANT(S) INITIALS: RM

**WATER, GAS, ELECTRICITY, FUEL OIL, ETC:** Unless otherwise indicated above, Tenants agree to supply fuel for heat, gas for cooking and/or hot water, electricity and their own furniture and appliances. If the rental includes gas and/or electricity, Tenants agree to pay the Owner, as additional rent, the costs of any fuel and/or energy used in operating any of the Tenants appliances for heating or air conditioning. If the gas and electric service presently supplied to the above property is in the name of the landlord, the tenant hereby agrees to apply for gas and electric service in their name upon taking possession of the premises. Should tenant fail to change the service over to their name and the landlord is billed for service to the property beyond the date Tenant takes possession. Landlord shall bill the Tenant as additional rent for the service. **If this lease is for a single family house, Tenants agree to pay for all metered water and sewer service charges, the cost of which is billed by the City of Baltimore periodically (presently every 3 months). If City mails the bill for metered water and sewer service charge to Owner, this does not relieve the Tenants from their responsibility for payment of such bill in single family houses. If Tenants fail to pay this bill by the next due date, the gross amount of the bill shall be treated as additional rent.** If this lease is for a one family house, Tenants also agree to pay as additional rent any and all trash and/or garbage collection charges, which the City may impose upon the Owner. If heat is fueled by oil, Tenants agree to purchase all their fuel oil from the company as may be designated by the Owner from time to time in order to obtain free oil burner service.

The Owner herein designates the fuel Company at this time to be N/A Phone \_\_\_\_\_  
If they fail to do so Tenants will pay, as additional rent, the cost of repairs to oil burner, heating plant and controls and any other damage as a result thereof. Tenants are permitted to purchase fuel oil from a company of their own choice but must provide the Owner, prior to the start of each heating season, with a copy of a fully

paid oil burner Service Contract from said Company or other reliable Service Company. If Tenants fail to provide such Service Contract then the Owner may purchase one and charge the cost to the Tenants as additional rent. In any event, the Tenants shall pay for the cost of priming the oil burner or other repairs if necessitated by the Tenants allowing the oil tank to run too low or dry.

**MAINTENANCE, REPAIRS, TENANT INSPECTION:** Tenants have inspected the Premises prior to the signing of this lease and found them to be safe, sanitary and suitable for habitation and all heating, lighting and plumbing to be free of any visible defects, except as follows: **none.**

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

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

**LATE CHARGES, COURT COSTS AND ATTORNEY FEES:** If the rent is paid more than 5 calendar days late Tenants will pay as a late charge a sum equal to **5%** of the amount of delinquent rent due. Tenants also agree to pay the Owner's agent and 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 Agent fees and Court costs charged by the District Court and will, also pay the sum of **\$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. Should the Owner employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment rent, and should such rent be due and owing as of the filing of said proceedings, the Tenants shall pay to the Owner the reasonable costs incurred by the Owner in utilizing the services of said Agent. In the event it shall become necessary for the Landlord to institute legal proceedings against Tenants for non-payment of rent, or for the violation of any other term or condition of this lease, the landlord may access as additional rent all reasonable legal fees, court cost or attorney fees incurred in instituting said legal proceedings.

**SUBLETTING, INSURANCE:** Tenants agree not to sublet 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. At Tenant's sole cost and expense, Tenant shall purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$ 100,000.00 each occurrence and, further, so as to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant during the term of this Lease, and any renewal or extension thereof, against loss or damage resulting from broad form named perils on a replacement basis. **Tenant understands that Owner's insurance does not cover Tenant's furniture or possessions.**

TENANT(S) INITIALS: RM

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

**PROHIBITED ACTS, CARE OF PREMISES:** Only the persons listed on the rental application will occupy the property. no portable swimming pools, playground equipment, air conditioners, electric heaters, washing machines or outside TV or radio aerials or antennae, or any other apparatus designed to receive electronic signal transmission will be installed without written consent of Owner nor shall the Tenants overload the electrical system. Nothing shall be attached to the roof or walls, which would, in any manner, cause damage. Positively no waterbeds or similar furniture are permitted on the Premises. Tenants shall not in any way obstruct the sidewalks, fire escape, entry, steps, elevators, stairways, landings, etc., nor permit children to play therein. Tenants may not disconnect or remove gas stove or refrigerator, if supplied by Owner, without written permission of Owner. Tenants agree not to violate any law in using the property, and agree to comply with all health, housing, fire and police regulations, and will not store or permit the storage of any gasoline, kerosene, or other flammable liquids or substances in the Premises, common halls, basement or storage areas. The use of illegal kerosene heaters is forbidden. Any fines by the government or its agencies including those assessed by the Environmental Control Board (whether to Tenant or Owner) shall be the responsibility of the Tenants provided the condition is not Owner's responsibility under this Lease.

**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 Owner shall have the right to enter the Premises by use of key or by force, if necessary, for the purpose of

decorating or repairing said Premises so that it may be put in a habitable and proper condition for occupancy by a prospective or another Tenant, without being liable to prosecution therefore or damages by reason thereof and without relieving the Tenants of any obligation to pay the rent for said Premises during the term or extension thereof.

**LOCKS:** Tenants shall not alter or add any lock or lock cylinder in any door without the written consent of the Owner. If such consent is given the Tenants shall immediately provide the Owner with a key for the use of the Owner or his agent pursuant to the Owner's right of access to the Premises. Owner may retain a passkey to the Premises. Tenants agree that they have examined all locks throughout the Premises and are satisfied that same are suitable and in good working order so as to afford a reasonable degree of safety and security. If the Tenant shall fail to comply with this Rule, Tenant shall pay Owner \$60.00 for reimbursement of the cost of changing or rekeying the locks.

**SECURITY DEPOSIT:** The Security Deposit, or any portion thereof, may be withheld for unpaid rent, for damage due to breach of Lease, or for damage to the Premises by Tenant, Tenant's family, agents, employees or social guests in excess of ordinary wear and tear.

**SECURITY DEPOSIT INSPECTIONS:** Tenant is hereby notified of the following: a. The right to have the dwelling unit inspected by Owner in Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if Tenant so requests by certified mail within fifteen (15) days of Tenant's occupancy. b. The right to be present when Owner inspects the Premises at the end of the Tenancy in order to determine if any damage was done to the Premises if Tenant notifies Owner by certified mail at least fifteen (15) days prior to the date of Tenant's intended move, of Tenant's intention to move, the date of moving and Tenant's new address. c. Owner's obligation to conduct the inspection within five (5) days before or after Tenant's stated date of intended moving. d. Owner's obligation to notify Tenant in writing of the date of the inspection. e. Tenant's right to receive, by First Class Mail, delivered to the last known address of Tenant, a written list of the charges against the security deposit claimed by Owner and the actual costs, within forty-five (45) days after the termination of the tenancy. f. The obligation of Owner to return any unused portion of the security deposit, by First Class Mail, addressed to Tenant's last known address within forty-five (45) days after the termination of the tenancy. Failure of Owner to comply with the Security Deposit Law may result in Owner being liable to Tenant for a penalty of up to three (3) times the security Deposit withheld, plus reasonable attorney's fees. h. Tenant shall not deduct any rent or other charges from the Security Deposit.

Article 53, of the Annotated Code of Maryland, Section 43A, (a) provides: "If the landlord imposes a security deposit, he shall upon request promptly provide the Tenant with a written list of all existing damages. The request must be made within 15 days of the Tenant's occupancy. "This is declared to be such a written request by the Tenants. The Owner hereby furnishes the following list of existing damages: NONE

The basis for the above list is a personal inspection, which has been made by the Owner 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 Owner or the Tenants, the Tenants agree to notify the Owner within 15 days from the date of occupancy in writing by Certified Mail with full details.

TENANT(S) INITIALS: RM

**SMOKE DETECTOR:** If the law requires the Owner to install smoke detectors in any dwelling then, at the option of the Owner, the Tenants may be required to pay a refundable deposit for each legally required smoke detector installed and/or existing on the Premises. If the Tenants fail to pay said deposit to the Owner immediately upon demand then the Owner may treat the amount due as additional rent. The deposit shall not exceed the cost of the smoke detectors and the installation thereof. The deposit shall be refundable to the Tenants within forty-five (45) days of their vacating the Premises provided that the smoke detectors have been left in proper working order.

**"THIS RESIDENTIAL DWELLING UNIT CONTAINS ALTERNATING CURRENT (AC) ELECTRIC SERVICE. IN THE EVENT OF A POWER OUTAGE, AN ALTERNATING CURRENT (AC) POWERED SMOKE DETECTOR WILL NOT PROVIDE AN ALARM, THEREFORE, THE OCCUPANT SHOULD OBTAIN A DUAL POWERED SMOKE DETECTOR OR A BATTERY POWERED DETECTOR".**

TENANT(S) INITIALS: RM

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

**SURRENDER OF PREMISES & TENANT HOLDING OVER:** If Tenant does not surrender the Premises at the end of the lease term, or any renewal or extension thereof, Tenant will pay Owner for all of the damages which Owner suffers as a result thereof, and will further indemnify Owner against all claims made by any succeeding Tenant against Owner founded upon delay by Owner 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.

If Tenant shall continue to occupy the Premises after the expiration of this Lease, or any renewal or extension thereof, and if Owner shall have consented to such continuation of occupancy, such occupancy shall, (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to Tenant holding over. As long as Tenant is in possession of the Premises, all of the obligations of Tenant and all rights of Owner applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

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

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

**BAD CHECKS:** If a check is accepted by Owner from Tenants for rent, it is purely as an accommodation to Tenants. If the bank dishonors the check, Tenants agree to pay a \$25.00 charge to Owner to offset administrative costs incurred by Owner's. Owner may withdraw personal or third party check privileges at any time.

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

**CONDEMNATION:** In the event the Premises, or any party thereof, shall be taken under the power of eminent domain by any public or quasi-public authority this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Owner shall be entitled to receive the entire award in the condemnation proceeding.

**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 Owner 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 Owner shall have the right to use the process of summary ejectment or Distraint or such other relief as Owner elects.

**INTERRUPTION OF SERVICE:** Tenant will receive no rent reduction, nor will Owner be liable to Tenant, due to repairs or interruption of service to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Owner's fault, omission, negligence or other misconduct, or due to the inability of Owner to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, Owner may stop or curtail the operation of said equipment or utilities, but in such case due diligence shall be used to complete the work.

**WAIVER:** The failure of the Owner 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 for the future of such covenant or option, but the same shall continue and remain in full force and effect.

**OWNERS, TENANTS MEANING OF:** Wherever in this agreement the term "Owner" is used it shall be construed to also mean "or agent" and wherever the term "Tenant" is used it shall be construed to also mean "family, employees, agents, guests, or invitees."

**CHARGES AGAINST TENANTS -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 Tenants to be responsible for the payment a bill, and in the event the Tenants fail to pay such additional rent, charges or payments, then the amount thereof, at the discretion of the Owner, and without further notice to the Tenants, shall be added to and deemed part of the rent due and is payable without setoff or deduction. The Owner shall have the same remedies for the collection of such additional rent, charges or payments as he has the rent. If Tenant violates the terms of the Lease and said violation results in monetary loss to Owner, then Owner shall be entitled to prejudgment interest at the legal rate, on the amount due Owner, from the date Owner mails its written list of damages to Tenant at last known address until said loss is paid in full.

**ALLOCATION OF PAYMENTS MADE BY TENANTS:** All payments made by the Tenants to the Owner 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 Owner of less than the full amount of rent due and owing shall not serve to prevent the Owner 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 Owner's option, either be (1) decried 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.

**LEAD PAINT NOTIFICATION:** Houses built before 1978 may contain lead-based paint applied on or before that date. *The Tenant(s) acknowledges receiving a copy of the "Notice of Tenant's Rights" produced by the Maryland Department of the Environment, a copy of "Protect Your Family From Lead In Your Home" produced by the United States Environmental Protection Agency and a copy of Maryland Department of the Environment, Lead Paint Risk Reduction Inspection Certificate # 804462* The Premises rented by the Tenant may be a part of an older structure constructed before 1978. If so, the Premises you are renting may contain lead-based paint. The Landlord does not know if there is lead-based paint on the Premises, but the Tenant is hereby advised of that possibility. *(The Tenant is referred to the separate form "Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards" given to the Tenant at the commencement of the tenancy or after, which may contain more up-to-date information regarding the presence of lead-based paint and/or lead-based paint hazards.)* The Tenant acknowledges that there is no chipping, flaking, loose or peeling paint, plaster or loose wallpaper in or on the Premises, except as specifically listed on this Lease above. The Tenant agrees to follow the procedures set forth in the attached "Notice of Tenant's Rights" produced by the Maryland Department of the Environment and by this Lease to inspect the Premises and notify the Landlord promptly when discovering chipping, flaking, loose or peeling paint, plaster or loose wallpaper in or the Premises.

TENANT(S)   
TENANT(S) \_\_\_\_\_

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

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

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

TENANTS:

NAME: 

NAME: 

Lead Poisoning

*Published by the Property Owners Association of Greater Baltimore, Inc.*

**DATE: December 23, 2019**

**PROPERTY: 716 Arlington Ave. 3<sup>rd</sup> fl.**

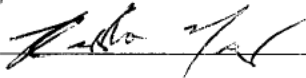
**TENANTS:** [REDACTED]

Before renting this property, please read and complete this Addendum for the safety of you and your children.

Eating or chewing paint or plaster or household dust that contains lead, by children (especially under age 6) or by pregnant women can cause severe illness. Areas in the property that are of particular concern for chipping, flaking, loose or peeling paint, plaster or wallpaper are doors, windows, woodwork and wood trim. Therefore, if you have a child or pregnant woman who lives with you, or will live with you, and you find any chipping, flaking, loose or peeling paint, plaster or wallpaper, either on interior or exterior surfaces, you **MUST** tell us **IN WRITING - BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED IMMEDIATELY** so that we can make repairs.

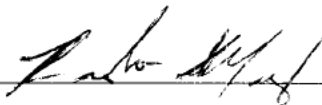
Before renting and signing this form, make sure that you have inspected the property carefully. If there is any chipping, flaking or loose or peeling paint, plaster or wallpaper in the property, please list the locations below. If more space is needed to answer any questions, please write the additional information on the back of this form.

**NONE**



Please list the names, ages and birth dates of all children and any pregnant women who will be living in the property.

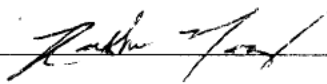
**NONE**



This Addendum has been read by (or to) me (us) and I (we) understand it fully. I (We) understand that eating or chewing lead paint is dangerous to children and pregnant women. I (We) will notify the owner in writing immediately by certified mail, return receipt requested., if I (we) find chipping, flaking, loose or peeling paint, wallpaper or plaster in the property. I (We) have inspected the property carefully, and, except as specifically listed on this form by me (us), there is no chipping, flaking, loose or peeling paint, plaster or wallpaper.

Tenant:

Tenant:





**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenant must also receive a Federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (initial)**

       (a) Presence of lead-based paint or lead-based paint hazards (check one below):

       Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

  X   Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

       (b) Records and reports available to the lessor (check one below):

       Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list of documents below).

  X   Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

RM (c) Lessee has received copies of all information listed above.

RM (d) Lessee has received the pamphlet *Protect your Family From Lead in Your Home*.

**Agent's Acknowledgment (initial)**

       (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

       Lessor        Date

       Agent        Date

       Lessee 12/23/19 Date

       Lessee        Date

### Security Deposit Information

[REDACTED]

Date: **December 23, 2019**

[REDACTED] for the owner

received **(\$750.00)** for security from [REDACTED]

Tenant's Name

The following is information concerning your security deposit and your rights.

1. The right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making 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;
2. The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to 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;
3. The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving;
4. The landlord's obligation to notify the tenant in writing of the date of the inspection;
5. The tenant's 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;
6. The obligation of the landlord 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;
7. A statement that 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. Retention for 2 years – The landlord shall retain a copy of the receipts for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be. Landlord penalty – the landlord shall be liable to the tenant in the sum of \$25 if the landlord fails to provide a written receipt for the security deposit.

## ADDENDUM TO LEASE

**DATE: December 23, 2019**

ADDRESS: **716 Arlington Ave. 3<sup>rd</sup> fl.**

I hereby certify that I have received a copy of Inspection Certificate Number **804462** which is for Lead Paint Reduction and issued by the Maryland Department of the Environment. I have also received the pamphlet entitled "Protect Your Family From Lead in Your Home" as well as the "Notice of Tenants Rights".

TENANT John J. Gray DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

## **RULES AND REGULATIONS**

TENANT(S) INITIALS: RM

### **TENANT AGREES NOT TO:**

1. PETS: Keep any pets in or about the premises.
2. APPLIANCE: Store or install any washing machines, dryers, dishwashers, air conditioners, or other appliances in the premises without the written permission of the Landlord.
3. FURNITURE: Keep any water-containing furniture in the premises.
4. WALLPAPER, PAINT, AND MIRRORS: Apply Contact paper, wallpaper, or mirrors to the premises and will not change the type or color of the paint within the premises from that utilized by the Landlord.
5. WALLS AND WOODWORK: Drive nails into the woodwork or walls of the premises except that tenant may use standard picture hangers for hanging pictures, mirrors, and the like. No adhesive hangers may be used.
6. PORTABLE HEATERS: Store, install, or operate, in or about the premises, unvented, portable kerosene-fired heaters.
7. LOCKS: Change the locks on the doors of the premises or install additional locks, chains, or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the premises must be returned to the landlord. If tenant shall fail to comply with this rule, tenant shall pay Landlord \$75.00 for reimbursement of the cost of changing or re-keying each lock.
8. PERSONAL BELONGINGS: Leave Any personal belongings (excluding lawn furniture) on the lawn areas of the premises. No personal belongings shall be left on any sidewalks.
9. APPLIANCES AND UTILITIES: Misuse or overload appliances or utilities furnished by the Landlord.
10. OBSTRUCTIONS: Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways, and halls.
11. ADVERTISING: Display any advertisement, sign, or notice, inside or outside the premises.
12. WIRES AND ANTENNAS/SATELLITE DISHES: Tenant may not install any wire, cable, antenna, or satellite dish for radio, television or other purpose, in or on the premises.
13. FIRE RISK: Store in the premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.
14. LITTER: Litter or obstruct the sidewalks or lawn areas.
15. LAWS AND INSURANCE: Do anything that would violate any law or increase the insurance rate on the building in which the premises are situated.

16. PARKING: Park or abandon any car licensed or unlicensed on the grounds, front, side or rear of the premises.
17. THROWING OF ARTICLES: Throw, or allow to be thrown anything out of the windows or doors or down the passages of the building.
18. CLEANING OF RUGS, MOPS, ETC.: Shake or clean any tablecloths, rugs, mops, or other articles in any of the public halls, or from any of the windows, doors, or landings of any of landlord's building.
19. SILLS WINDOW: Place anything on the outer edges of the sills of windows.
20. CHARCOAL OR GAS GRILLS: Use or store any charcoal or gas grills or other open flame cooking devices or do any open cooking on balconies, patios, or porch decks.
21. DAY CARE CENTER: Provide for consideration, in or about the premises, substitute parental or guardianship care or supervision to children not related to the tenant by blood.
22. REMOVAL OF ICE, SNOW AND ENCUMBRANCES: Neither encumber nor obstruct the sidewalks, adjoining the premises, nor allow the same to be obstructed or encumbered in any manner, and shall keep and maintain any sidewalk or driveway adjoining the premises in clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

Tenants Initials     *nm*

## **RULES AND REGULATIONS**

TENANT(S) INITIALS: RM

### **TENANT AGREES TO:**

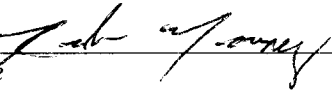
1. GARBAGE & RUBBISH: Place tenant's garbage and rubbish for disposal in a metal garbage can (labeled with the tenant's name and address) with a tight-fitting lid and placed for collection on the day designated by the city.
2. CONDITION OF THE PREMISES: Keep the premises in a neat, clean, good and sanitary condition.
3. WADING POOLS: Empty and remove, on a daily basis, any wading pool used by the tenant. Tenant may only use a wading pool in the rear of the premises and only in a single family home, not in an apartment.
4. LOCK-OUT: Contact a locksmith in the event that tenant is locked out of the premises and needs assistance in gaining entry to the premises.
5. PAINT: Notify Landlord of any flaking or chipping paint found either on the inside or outside of the premises.
6. LAWN CARE: In a single family home or in a first floor apartment of a two apartment building, the tenant will keep all shrubs trimmed, the grass cut, and remove snow and ice.
7. LIGHT BULBS: Replace at tenant's sole cost and expense all light bulbs and tubes of the prescribed size and wattage for light fixtures and appliances within the premises.

**MOLD ADDENDUM for 716 Arlington Ave. 3<sup>rd</sup> fl.**

The presence of Mold may create health ailments and/or hazards for you or other occupants or guests visiting the lease premises. We therefore request that residents be responsible for preventing mold growth in your property, and not create or ignore conditions that can lead to mold growth. This can be done in several ways as outlined below. Resident agrees to be responsible for the following terms in regard to maintenance of their leased premises and mold prevention. This addendum becomes part of, or is incorporated into, the rental agreement, grounds for eviction and the resident may be held liable for any damages resulting from your failure to comply. Thank you for your cooperation.

1. Resident is responsible to report (in writing) any water leaks to the owner or manager.
2. Resident is responsible to remove any excess or accumulation of moisture (which mold needs to grow). This responsibility includes not allowing any standing water to remain present in the interior of the premises. Also to report any standing water in common areas (if applicable).
3. Since mold needs a food source to grow, the resident is responsible for keeping their property clean (especially kitchen area) and free of food sources which may allow mold to grow.
4. Resident is responsible for keeping the humidity and climate in the leased premises at reasonable levels. In addition, resident is responsible to report the malfunction of any heating, air-conditioning or ventilation system that can affect the humidity or climate levels.
5. Resident is responsible for removal of mold growth on the property.
6. Resident is responsible for reporting, in writing, any mold growth on the premises that they are not able to clean or remove. The Owner or manager reserves the right and the option to hire someone to remove mold growth and the resident will be billed for the expense.

Signature



Date

12/23/19

Signature

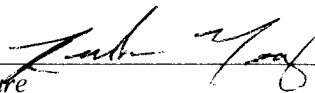
Date

Noise and Behavior

Addendum for Apartment/ House at **716 Arlington Ave. 3<sup>rd</sup> fl.**

1. No tenant, occupant, or his/her guest may congregate in the public areas inside or outside the house/apartment building.
2. The tenant agrees that the tenant and members of the household must not engage in or permit:
  - a. Any criminal activity, including drug-related criminal activity, whether in the house / apartment or elsewhere in or near the property; and
  - b. Any other unlawful activity in the unit or in or near the property.
3. The tenant acknowledges that drug-related criminal activity includes but is not limited to:
  - a. Possession, usage, distribution, transportation, Sale, manufacture or storage of illegal drugs and/or drug paraphernalia or
  - b. Conviction of violating any state or federal laws relating to illegal drugs and/or drug paraphernalia.

Signature



Date

12/23/19

Signature

Date

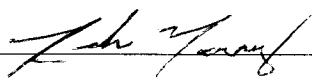


Trash Collection

Address: **716 Arlington Ave. 3<sup>rd</sup> fl.**

*When you place your trash outside for collection, your trash cannot be overflowing and the lid to the trash can must be on the can tightly. No trash may be left out in bags. Trash may only be placed out on collection day and may not remain out on other days. After collection, your can(s) must be brought back to the building.*

*It is up to you to report trash violations to the city operator at 311. You do not have to give your name to the operator. The cost of any fine for trash that is discarded on the property in a manner not compliance with city code, will be charged to you.*

Signature 

Date 12/23/19

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Refrigerator/Stove/All Appliances Addendum**

*The owner agrees to supply tenant with a working stove and/or refrigerator at the signing of the lease. It will be the tenants' responsibility to replace the appliance(s) anytime after the first 30 days of tenancy. If in addition you have rented your house with a washing machine, dryer, microwave, dishwasher, and or garbage disposal it will be the tenant's responsibility to replace or repair any appliances that do not work after the first 30 days of tenancy.*

*If the unit you are renting has a refrigerator, the landlord will not be responsible for loss of refrigerated or frozen items due to failure of the appliance or loss of electric power.*

**716 Arlington Ave. 3<sup>rd</sup> fl.**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Condition of Walls and Woodwork

**Attachment to the lease for rental of:**

 have inspected the property at **716 Arlington Ave. 3<sup>rd</sup> fl.**

Name

, and I have found the walls do not have any broken plaster and the

Address


woodwork is smooth and without any flaking paint. This room by room inspection took place without the presence of the landlord or his agent on 12/23/2019.

Date

I have agreed to list and initial at the bottom of this addendum (at the time of this signing) any exceptions to the last statement.

I agree to pay the landlord, as additional rent, for repairs to walls that are broken during my occupancy and further agree to notify the landlord by certified mail of any broken plaster or flaking paint on the walls or woodwork should they occur during my tenancy.

I fully understand this addendum and agree to its conditions and have received a copy of this agreement.

  
Signature

12/23/19  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### CHARGES TO TENANT AS RENT

Service to oil burner due to empty tank	\$50.00 to \$85.00
Door lock changes	\$50.00 each
Dead lock changes	\$80.00 each
Keys not returned	\$80.00 per lock
Tenant locked out	\$50.00 to \$75.00
Broken single pane window	\$100.00 each
Broken double pane windows	\$150.00 each
Toilet stoppage	\$95.00 to \$165.00
Drain stoppage	\$95.00 to \$165.00
Broken or kicked in doors	\$200.00
Holes in wall	\$25.00 and up
Bathroom fixtures not cleaned	\$50.00
Kitchen fixtures not cleaned	\$50.00
Trash and/or furniture removal	\$250.00 per truck load
Copy of lease (payment must be sent in advance with Self-addressed stamped envelope)	\$25.00
The following were supplied by landlord:	
Carpet not cleaned	\$35.00 per room
Stove not cleaned	\$75.00
Refrigerator not cleaned	\$75.00

**716 Arlington Ave. 3<sup>rd</sup> fl.**

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

12/23/19

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

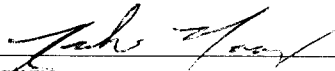
**Carbon Monoxide Detector  
Smoke Detector**

***For address: 716 Arlington Ave. 3<sup>rd</sup> fl.***

***This house/apartment has at least one smoke alarm and one carbon monoxide detector.***

***You acknowledge that the owner/agent has explained how the carbon monoxide detector works and that you were given a copy of the manufacturer's manual and how the detector functions. You as the tenant agree that the carbon monoxide detector and the smoke alarm are both functioning. In order to keep both operational, from time to time you must maintain both by replacing the batteries on an as needed basis. All fresh batteries are your responsibility. If one of the units is wired into the electrical circuitry, you will not need to change batteries for that unit only.***

***All units should be tested on a monthly basis. If you have any questions or problems with any carbon monoxide detector or smoke detector after you have checked the batteries, it is your responsibility to promptly notify the landlord or property manager to assure the early detection of carbon monoxide and smoke offered by these devices. Your cooperation is essential.***

  
\_\_\_\_\_  
Signature

12/23/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Security Deposit Information**

[REDACTED]

Date: **December 23, 2019**

[REDACTED] for the owner

received **(\$750.00)** for security from [REDACTED]

Tenant's Name

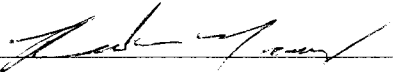
The following is information concerning your security deposit and your rights.

1. The right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making 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;
2. The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to 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;
3. The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving;
4. The landlord's obligation to notify the tenant in writing of the date of the inspection;
5. The tenant's 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;
6. The obligation of the landlord 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;
7. A statement that 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. Retention for 2 years – The landlord shall retain a copy of the receipts for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be. Landlord penalty – the landlord shall be liable to the tenant in the sum of \$25 if the landlord fails to provide a written receipt for the security deposit.

**Bedbugs**

ATTACHMENT TO LEASE FOR RENTAL OF **716Arlington Ave. 3<sup>rd</sup> Fl.**

If there is any infestation at the Premises, it is Tenant's sole responsibility to take all action necessary to eliminate the bedbugs. This may include hiring an exterminator, washing all clothing, etc. on the Premises. This is not the Landlord's responsibility.

  
\_\_\_\_\_  
*Signature*

12/23/19  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*