

Residential Lease

THIS RESIDENTIAL LEASE AGREEMENT (hereinafter "Lease") is entered into this 28th day of February, 2020.

_____ (the "Landlord") and the Lessee(s): _____

All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

- 1. GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Baltimore, Maryland, with an address of 938 Bennett Unit B (the "Premises").
- 2. NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the Tenant or others whose names, nature of relationship and ages are set forth below:

- 3. TERM OF LEASE:** This Lease shall commence on the 1st day of March, 2019, and extend until its expiration on the 28th day of February 2020 unless renewed or extended pursuant to the terms herein. At the end of the term, this agreement shall continue from month to month unless terminated in writing 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. The tenant's obligation to pay rent continues during the 60 day notice period and if the tenant has paid a security deposit it shall not be applied by the tenant as payment towards the last month's rent.

- 4. SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of \$800 paid prior hereto, to be held as security for the faithful performance by Tenant of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. Tenant shall have the right to be present when Landlord, or Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies Landlord by certified mail of Tenant's intention to move, the date of moving, and Tenant's new address. The notice to be furnished by Tenant shall be mailed to Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, Landlord shall notify Tenant by certified mail of the time and date when the Premises is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in Tenant's notice. In the event of sale or transfer of the Premises by Landlord, Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such

transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

Tenant shall have a 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 Landlord and the actual costs, within forty-five (45) days after the termination of the tenancy. Landlord shall be further obligated 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 Landlord to comply with Maryland's security deposit law may in Landlord being liable for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

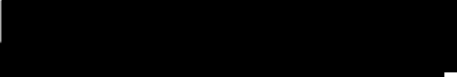
Within thirty (30) days of the Landlord's receipt thereof, the Security Deposit shall be maintained in branches of the financial institutions, which are located within the State, and the accounts shall be devoted exclusively to security deposits and bear interest at the rate of 1 percent per annum.

5. **RENT PAYMENTS:** Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$800, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of March, 2019.

Tenant agrees that if rent is not paid in full on or before the 5th day of the month, Tenant will pay a late charge of 5% of the amount due as allowed by applicable Maryland law. The Tenant further understands that the rent is due and owing on the first day of the month and is late as of midnight that 1st day of the month.

Tenant agrees that rent shall be paid in lawful money of the United States by

☐ personal check, ☐ money order, ☐ cashier's check, ☐ electronic debit.

Rent payments shall be made payable to  and mailed to the following address:

All notices from Tenant to Landlord under this Lease and applicable Maryland law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof. This paragraph is not applicable in the event Tenant elects to pay by electronic debit only.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. **DELIVERY DATE OF PREMISES:** Landlord has not guaranteed a specific delivery date for the Premises and Tenant will only be charged from the later of the commencement date specified at the beginning of the Lease or the date Landlord tenders possession of the Premises to Tenant.

7. POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:

If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of the Lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under the Lease to be apportioned for such period of occupancy (as to time, on a daily basis) unless otherwise agreed to between the parties in writing.

8. BANK RETURNED CHECKS: Rent payments made by check which are returned by the bank unpaid cost Landlord additional expenses for bookkeeping and clerical services and that, Tenant will pay to Landlord THIRTY-FIVE DOLLARS (\$35.00) for each such bank returned check and shall be treated as additional rent under the terms of this contract.

9. DEFINITION OF RENT: All payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, payments for utilities, all cost involved with MY RENT COURT.com and court costs, shall be deemed as rent. All mentioned items shall be treated as additional rent and collected as rent.

• Failure to Pay Rent \$60.00

• Personal Service of Failure to Pay Rent at same address

<u>1st Tenant</u>	<u>\$65.00</u>	<u>2nd Tenant</u>	<u>\$25.00</u>	<u>3rd Tenant</u>	<u>\$25.00</u>	<u>4th Tenant</u>	<u>\$25.00</u>
-------------------	----------------	-------------------	----------------	-------------------	----------------	-------------------	----------------

• Warrant of Restitution \$60.00

• Eviction Notification \$55.00

• Service of Process \$75.00

Rent shall be applied as follows; First any and all utilities, any fines, MyRentCourt costs, court cost and court fees.

I understand and agree to the terms in Section 9 of this lease. YW

10. WAIVER: The failure of Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.

11. CONSEQUENCES OF BREACH BY TENANT: If Tenant makes misleading or untrue statements in Tenant's Lease Application, or 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 terminate Tenant's possession of the Premises or take other action under the lease or applicable law. If Tenants' possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, Tenant will remain liable to Landlord for the rent through what would have been the expiration date of the Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such

other damages sustained by Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commission, administrative expenses and a proportionate share of advertising expenses) and utility costs for the Premises for which Tenant, pursuant to the Lease, is responsible while same remains vacant.

Whenever the Tenant fails 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 Md. Real Prop. Code § 8-401 or corresponding local law in the District Court of the city/county wherein the property is situated.

- 12. INTERRUPTION OF SERVICE:** Tenant will receive no rent reductions, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it becomes necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining there, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case, due diligence will be used to complete the work.
- 13. RIGHT OF ENTRY:** Landlord or Agent has the right to enter the Premises at any time by master key or, if necessary, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore, or damages by reason thereof. The Landlord and or the agent for the landlord will have the right to complete a ___ Monthly Inspection, X Quarterly Inspection, _____ Semi Annual Inspection for any maintenance and or necessary repairs to the dwelling. The Landlord and or Agent will attempt to schedule the inspection with the tenant so the tenant can be present, at which time, the landlords representative can address and issues the tenant should have.
- 14. RE-ENTRY OF PREMISES:** In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of this Lease, then Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may re-let the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the, term of this Lease, or any renewal or extension thereof, all without relieving Tenant of the liabilities imposed by applicable law and this Lease. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by Tenant, after Tenant has vacated.
- 15. ABANDONMENT:** Abandonment of the Premises shall be deemed to have occurred when Tenant has removed the bulk of Tenant's furnishings from the Premises and fails to respond to Landlord's attempts to make contact. If the landlord believes that the tenant has abandoned the property he will retain a third party to attempt to locate the tenant and make contact if all attempts fail over 21 days the landlord can regain possession of the property.
- 16. 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 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.

17. UTILITIES: Tenant will provide and pay for the following utilities:

☒ Electric; ☒ Gas; ☒ Telephone, ☒ Cable TV and Internet. This shall apply to Section 9 of this lease.

Landlord will provide and pay for the following utilities:

☐ Electric, ☐ Gas, ☐ Telephone, ☐ Cable Television, ☒ Water, ☒ Garbage pick-up. ☐ None

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the Premises back unto Landlord upon termination or expiration of this Lease. BGE must be kept on by the tenant (CALL BGE at (800) 685-0123).

18. TENANT HOLDING OVER: If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be continuing as a month-to-month tenant, at twice the rental payable hereunder, unless otherwise agreed to in writing, just prior to Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 16 of this Lease) at least thirty (30) days prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as Tenant is in possession of the Premises, all of the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

19. OBLIGATIONS AND DUTIES OF LANDLORD:

Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (b) Maintain the Premises, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

20. OBLIGATIONS AND DUTIES OF TENANT:

Tenant shall:

- (a) Keep that part of the Premises that they occupy and use as clean and as safe as the condition of the Premises permits;
- (b) Dispose from their Premises all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards

- (c) Keep all plumbing fixtures in the Premises used by the Tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the Premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any other person to do so;
- (f) Conduct themselves and require other persons on the Premises with their consent to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of their Premises;
- (g) Inform the Landlord of any condition of which they have actual knowledge which may cause damage to the Premises;
- (h) To the extent of their legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the Premises as documented by a law enforcement agency;

Tenant agrees that any violation of these provisions shall be considered a material breach of this Lease.

- 21. NO ASSIGNMENT:** Tenant expressly agrees that the Premises or any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 22. TENANT INSURANCE:** It is recommended that Tenant 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 one hundred thousand dollars (\$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, or any renewal or extension thereof, against loss or damage resulting from broad form named perils on a replacement cost form. Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God.
- 23. CONDITION OF LEASED PREMISES:** Tenant hereby acknowledges that Tenant has examined the Premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the Premises and that Tenant takes the Premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Maryland law. Tenant agrees not to damage the Premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of this Lease, Tenant shall return the Premises in as good condition as when taken by Tenant at the commencement of this Lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the Premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the

Premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

- 24. ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the Premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the Premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien(s).
- 25. NO ILLEGAL USE:** Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the Premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the Premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the Premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the Premises - whether known or unknown to Tenant.
- 26. NOTICE OF INJURIES:** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the Premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- 27. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject the Premises to the same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the Premises to a mortgage or other lien.
- 28. NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the Premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:
-
- Tenant expressly agrees and understands that absence from the Premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.
- 29. MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant 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.
- 30. 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.

- 31. 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.
- 32. 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.
- 33. ATTORNEY FEES:** In the event that Landlord retains an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee of (15%) of any and all outstanding bills such as utilizes, Water Bills, MyRentCourt cost, court cost and court fees, any fines / levies and all outstanding rent and late fees. (as defined in Section 9 of this lease agreement.)
- 34. HEIRS AND ASSIGNS:** 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.
- 35. DESTRUCTION OF PREMISES:** In the event the Premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the Premises is damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this Lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the Premises bears to the whole of the Premises.
- 36. EMINENT DOMAIN:** In the event that the Premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
- 37. GOVERNING LAW:** This Lease is governed by the laws of the state of Maryland.
- 38. REPAIRS:** Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacements if the damage or malfunction to the Premises, its equipment or appliances, is caused by Tenant, Tenant's family, guests, agents or employees.
- 39. SURRENDER OF PREMISES:** If Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof or pursuant to any notice to terminate as defined herein, Tenant will make good to Landlord all of the damages which Landlord suffers as a result thereof, and will further indemnify Landlord against all claims made by any succeeding tenant against Landlord founded upon delay by Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.
- 40. WAIVER OF BREACH:** Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

- 41. TENANTS IN MILITARY SERVICE:** If any Tenant is a member of the Armed Forces of the United States or is otherwise protected under the Servicemembers Civil Relief Act (50 U.S.C. App §§ 501, *et seq.*) and has received permanent change of station orders for transfer or is prematurely and involuntarily discharged or relieved from active duty or temporary duty for three (3) months or more, that Tenant may terminate the Lease by giving Landlord at least thirty (30) days written notice. Written proof of such transfer orders must be attached to any notice to terminate pursuant to this section in order for this section to be applicable. All applicable guidelines and requirements of the Servicemembers Civil Relief Act are incorporated herein and made a part herof.
- 42. INDEMNIFICATION:** Tenant agrees to indemnify and save harmless Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of Tenant, or of the family, guests, agents or employees of Tenant.
- 43. LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed an omission, fault, negligence or other misconduct of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.
- 44. PREJUDGMENT INTEREST:** If Tenant violates this Lease and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date Landlord mails a notice of damages.
- 45. QUIET ENJOYMENT:** The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.
- 46. SMOKE DETECTORS:** The Landlord has installed one or more smoke detectors in the premises and that said detector(s) is in good condition and proper working order as of the beginning of the lease term. Tenant agrees not to remove, obstruct, tamper with or render inoperative said detector(s) or otherwise permit the detector(s) to be removed, obstructed, tampered with or rendered inoperative for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to maintain, repair or replace said smoke detector(s). Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s), or failure to operate due to removal of batteries. If applicable, Maryland law requires Landlord to inform Tenant that **this home 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 suitable to warn the occupant of the home. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.**

RULES AND REGULATIONS

TENANT AGREES NOT TO:

1. **PETS:** Keep any pets in or about the Premises without the prior written permission of Landlord. A pet addendum shall be attached to this Lease if applicable.
2. **FURNITURE:** Keep any water-containing furniture on any non-ground level floor of the Premises.
3. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change type or color of paint within the Premises without the prior written permission of Landlord.
4. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
5. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord Ninety Dollars (\$90.00) for reimbursement of the cost of changing or re-keying the locks.
6. **ADVERTISING:** Display any advertising, sign, or notice, inside or outside the Premises.
7. **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.
8. **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the Premises.
9. **DAY CARE CENTER:** Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision of children not related to the Tenant by blood.
10. **SWIMMING POOLS:** Maintain within the Premises any swimming pool without the prior written permission of Landlord.
11. **STORAGE AREAS:** Allow the use of any storage areas in or about the Premises for the residential quarters of any person or animal.
12. **SMOKING:** Smoke any form of tobacco products or otherwise in the Premises.

TENANT AGREES TO:

12. **CONDITION OF PREMISES:** Keep the Premises in a neat, clean and sanitary condition.
13. **PAINT:** Notify the Landlord, pursuant to Section 16 of this Lease, of any flaking or chipping paint found either on or inside or the outside of the Premises.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written:

[Redacted Signature]

SIGNATURE OF LANDLORD

[Redacted Signature]

SIGNATURE OF TENANT

[Redacted Name]

PRINT NAME OF LANDLORD

[Redacted Name]

PRINT NAME OF TENANT

DATE 2/28/19

DATE 2/28/19

[Redacted Phone Number]

PHONE NUMBER

SIGNATURE OF ADDITIONAL TENANT

PRINT NAME OF ADDITIONAL TENANT

PHONE NUMBER

DATE