

CANTON MANAGEMENT COMPANY

2912 O'Donnell Street

Baltimore, MD 21224

Office: 410-342-2205

Fax: 410-342-2210

LEASE AGREEMENT

DATE: July 29, 2011

PROPERTY: 1615 W. Lanvale St., Baltimore, Maryland 21217

TENANT(S): Michele White


OWNER(S): Agent: Canton Management Company

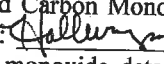
IN CONSIDERATION of the Owner renting the premises to the Tenants, the Tenants hereby understand and agree to the following terms and conditions:

RENT: Rent shall be \$650.00 payable each MONTH in advance. The Tenants agree to pay the rent on the 1st of each month, without the need of demand or notice, at the office of the Agent or at such other place as Owner 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 ☐ Electric ☐ Heat ☐ Hot Water ☐ cold water / Sewer charge ☐
Cable/Internet ☐ Appliances: refrigerator, stove

SECURITY DEPOSIT: \$1300.00 is the full amount of Security Deposit of which \$1300.00 has been received by Owner at the time of the signing and delivery of this lease to Tenants.

TERM: The term hereof shall commence on July 29, 2011 and continue until September 30, 2012. Provided the tenant is not in default hereunder, this agreement shall automatically renew for an additional one (1) year period at a renewed rent rate notified by Owner to Tenant not less than (90) days prior to the end of the original term unless terminated in writing by Certified Mail by either party no less than (60) day prior to the end of the original term. Tenants initials hereby acknowledge the automatic renewal if no written notice to vacate is given by Tenant: (initials) 

SMOKE AND CARBON MONOXIDE DETECTORS: Smoke and Carbon Monoxide Detectors have been installed and are in operable condition in the following places:  (Tenant Initials) It is Tenant's responsibility to maintain smoke and carbon monoxide detectors and to replace batteries when needed, at least every 6 months. If you have any questions about the smoke/carbon monoxide detectors, you should call Canton Management promptly. I/We, the undersigned, have personally checked the smoke alarms and carbon monoxide detectors in the unit which is provided and find it/them to be in working order. I/We understand that the law requires me/us to maintain the alarm/s and keep fresh batteries in the mechanisms. Tenant's failure to do so absolves the Owner and agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm.


 (Tenant Signature).

UTILITIES, FUEL, OIL: 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 this lease is for a one-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 one-family houses. If Tenants fail to pay this bill and Owner voluntarily pays the bill to prevent delinquency or turn off, the amount of the bill shall be treated as additional rent to be paid by Tenants to Owner immediately upon demand. 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 such Company at this time to be Alliance Fuel Company Phone 410-933-3600. If they fail to do so, Tenants will pay, as extra rent, the cost of repairs to oil burner, heating plant and controls and any other damages 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 for 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 as 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 effects, except as follows:

See move-in inventory sheet – and returned to Management Company or Owner within 15 days of move-in

The tenant has received the attached move-in inventory sheet at the lease signing, which must be returned within 15 days of a list of any existing damages. If the form is not returned during the 15-day period, Management Company and the Owner will consider the property to be in acceptable condition.

 (tenant initials)
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 damage, misuse, abuse or neglect by Tenants, any residents or their invitees. It is agreed that the Owner does not supply, repair, replace or install storm doors, storm windows, screen doors, window screens or shades, fuses, smoke detectors, 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 Tenants 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 as a result of the Tenants failure to notify the Owner of such defective condition. If the need to repair is caused by Tenants, and residents, 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 Owner without request by Certified Mail by Tenants shall not be construed as a waiver of obligation of Tenants to notify Owner of any requested repairs by Certified Mail.

TENANTS OBLIGATION TO THE PROPERTY: Tenants agree to keep property in a clean, safe and sanitary condition and not 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 appropriate products on tiled floors. Tenants agree to

keep their entire dwelling unit, yards, porches, fire escapes, steps, walks, 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 Tenants sole control; to buy and use a sufficient number of 20 gallon metal garbage cans with tight fitting lids and to set out said cans at such times and locations as designated by the Owner so as to affect the proper collection of same; and if Tenants fail to fulfill any of these obligations, Owner or the City of Baltimore may perform them and charge Tenants the reasonable cost for each such item, which the Tenants agree to pay as additional rent. Tenants, in renting a one-family house, shall water and maintain all lawn 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 Tenants' 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 water pipe bursts 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 chokage. 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 of each item, which the Tenant agrees to pay as additional rent.

RULES AND REGULATIONS: If the Premises are part of a condominium or homeowners association, Tenant agrees to obey and abide by the declaration, by-laws and rules and regulations promulgated from time to time by the council of unit owners for the condominium or the homeowners association. Tenant by executing this lease, acknowledges having received copies of the following documents pertaining to the condominium or homeowners association. *Premises are not part of a condominium or homeowners association.*

LATE CHARGES, COURT COSTS: 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. If the rent is due weekly the late charge is \$3.00 but such weekly late charges shall constitute, in the aggregate, no more than \$12.00 a month. 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. Tenant also agrees to pay the sum of \$68.00 should it become necessary for the Owner to hire men and/or equipment in advance for the purpose of being prepared for the putout. 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 5 days late on more than 3 occasions in any 3 month period, the Tenants shall pay the Owner, upon being given 60 days written notice, and additional \$650.00 security deposit. This amount together with that previously paid Security Deposit shall not exceed the amount limited by law.

SUBLETTING, INSURANCE: Tenants agree not to sublet or assign this agreement without the written consent of the Owner which such consent Owner may withhold or condition in Owner's sole and absolute discretion, 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.

OWNER'S RIGHT TO RE-RENT THE PROPERTY – If the Property becomes vacant, because of the exercise by Owner of its remedies under this Lease, or if Tenant abandons the Property, Owner may take possession of and re-rent the Property, as agent of Tenant upon such terms and conditions as Owner shall reasonably determine. Tenant, upon demand by Owner, shall pay to Owner all costs and expenses incurred

by Owner in such re-letting and shall thereafter pay monthly to Owner, in advance, the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Owner any obligation to show or lease the Property in preference to any other rental property(ies) owned by Owner. Nothing set forth in this provision shall relieve the Tenant of its obligation to pay all rent and additional rent as provided in this Lease.

TENANT INDEMNIFIES OWNER - Tenant shall indemnify and hold Owner harmless against and from any and all liability, damages, costs or expenses including, but not limited to, reasonable attorneys' fees, arising from any injury or death, property damage, or other loss during the Term to any person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee or family member of Tenant

OWNER/TENANT LIABILITY - Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in or about the Property within the exclusive control of Tenant, nor for any personal injury to Tenant or any agent, employee, invitee or family member of Tenant. Owner shall not be deemed a bailee as to any goods or chattels placed on, in or about the Property within the exclusive control of Tenant. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in or about the Property, and to maintain adequate personal liability insurance.

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 of improper behavior, nor permit any illegal or moral conduct or obstruct or interfere with the rights of other Tenants 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, high-fi stereo, etc., at any time, if the same shall disturb or annoy other occupants of the building or neighboring properties or violate any laws, rules, structures or ordinances.

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 antennas will be installed without written consent of Owner nor shall the Tenants overload the electrical system. Positively no waterbeds are permitted on the premises. Tenants shall not in any way obstruct the sidewalk, fire escape, entry, steps, elevators, stairways, landing, 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.

RIGHT OF ENTRY: Management recognizes that Tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, Management, their employees, or agents may have to gain access to the unit for purposes of showing it to prospective Tenants, Purchasers, Lenders, or others, or for repairs, inspections, or maintenance. When seeking access under ordinary circumstances, Management will schedule entry with Tenants between the hours of 8 a.m. and 6 p.m. Monday through Saturday, except holidays, and Management will provide Tenants reasonable notice of twenty-four hours, or less than twenty-four hours with Tenants' consent. In emergencies, there will be no notice. 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 this 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.

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 are satisfied with the degree of security as afforded by the present locks.

SECURITY DEPOSIT: Security Deposit paid, together with interest 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 Owner may deduct from the Security Deposit any unpaid rent, damages due to any breach of this agreement, and damages to the premises by the Tenants, their family, agents, employees, invitees or social guests in excess of ordinary wear and tear. Tenants have the right to be present when the Owner or his agent inspects the premises in order to determine if any damage was done to the premises if Tenants notify Owner 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, Owner shall notify Tenants by Certified Mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in the Tenants notice. The Annotated Code of Maryland 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:

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.

NOTICE OF MOVING: Tenants must give Agent sixty (60) days written 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 all keys to Owners office within 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.

BREACH OF LEASE: If Tenants violate any terms of the agreement, it shall be considered a breach of 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 breach of lease and damage of premises, but such retention shall not be construed as a waiver of any rights of the Owner. Tenant shall be additionally liable to Owner for reasonable attorneys' fees, costs and expenses expended by Owner to enforce the terms and conditions of this lease or in the recovery of any damages due to or arising from Tenant's breach.

MULTIPLE DWELLINGS - WATER, HALLWAYS: If property contains 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 by which the bill for water and sewer service charge was increased by their failure to notify the Owner of leaks. Tenants agree not to use water to wash vehicles. If the property contains 2 or more dwelling units, then Tenants shall also be responsible to keeping the hallway adjacent to their apartment and the stairway giving access to their apartment 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 affect safe passage.

BAD CHECKS: If a check is accepted by the Owner from the Tenant for rent, it is purely as an accommodation to Tenants. If the check is dishonored by the bank, Tenants agree to pay a \$30.00 charge to Owner to offset administrative costs incurred by Owner.

DESTRUCTION OF PREMISES: In the event that the premises becomes impossible to live in as a result of fire, floods, civil disorder or other causes beyond the control of either Tenant or Owner, the Tenant's obligation to pay rent shall cease immediately and the Tenants agree to vacate the premises at once. In the event the Owner determines to repair the premises, this lease will continue in full force and effect with the rent abated during the period of time the Tenant is not able to occupy the premises. In the event the Owner elects not to repair the premises, this lease will be terminated and shall be of no further force and effect from the date of the casualty and neither party shall owe any further duties to the other. 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, lighting, vermin or any other cause unless such losses were directly caused by the Owner's gross negligence or intentional misconduct.

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.

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 as an available remedy, but not a limitation of Owner's other remedies for Tenant's breach.

CESSATION OF SERVICES: It is mutually agreed that the Owner 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, Owner shall use reasonable efforts to promptly cause the restoration of the service, and shall not be chargeable by the Tenants for a temporary cessation of an adequate supply of same.

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 or a relinquishment for the future of such covenant or option, but the Owner's right to insist on strict performance shall continue and remain in full force and effect.

OWNER-TENANTS MEANING OF: Wherever in this agreement the term "Owner" is used it shall be construed to also mean "or his agent", and whenever the term "Tenants" is used it shall be construed to also mean "his family, employees, servants, agents, invitees, visitors, or sub-tenants."

CHARGES AGAINST TENANTS-TREATED AS RENT: Wherever in this agreement it calls for a charge against the Tenants, for any reason so stated in this agreement, and in the event the tenants fail to make such payments immediately upon demand by the Owner, then the amount thereof may, at the discretion of the Owner, be added to and deemed part of the rent due and the Owner shall have the same remedies for the collection of such charges as Owner has for rent.

ALLOCATION OF PAYMENTS MADE BY TENANTS: All payments made by the Tenants to the Owner shall be applied as follows: first, to pay late charges due and owing; second, to any and all court costs due, owing and arising out of a summary suit for rent; third, for any costs or charges which are the obligations of the Tenants as stated in other sections of this lease; fourth, to any past due rents or debts arising out of the lease; fifth, 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 ejectment action or exercising any other remedies for any balance still due and owing.

NOTICE JOINT AND SEVERAL LIABILITY: If there are two or more undersigned as Tenants, then any notice given by Owner to one Tenant shall constitute notice to all and each of the undersigned Tenants agrees that they are jointly and severally liable for all of the covenants, obligations, duties, and performances of the Tenants due under this lease.

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 THIS AGREEMENT, UNDERSTAND THE 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.

OWNER OR AGENT:

Name: [Signature] (seal)
Member, Property Manager

Date: 7/29/11

TENANT:

Name: [Signature]
Michele ~~Fate~~ tenant

Date: 7/29/11

