

Lease Agreement

This Lease, made this day of 7/ 29 /2019 is between [REDACTED] managing agent for the Owner, hereinafter referred to as Agent, and [REDACTED] after referred to as Resident.

This Lease is on the following terms, covenants, rules, and regulations which the Agent and Resident agree to keep and perform.

1. Agent leases to Resident and Resident leases from Agent the property known as: **5801 NARCISSUS #2 BALTIMORE, MD 21215** hereinafter referred to as Premises, for the period commencing on the 29 day of July, **2019** and ending on 31 day of July, **2020** at an annual rent of **\$ 9,468** due and payable in equal monthly installments of **\$789** in advance, without demand, notice, deduction, or offset, on the first day of every month. Resident has inspected the Premises prior to the signing of this Lease and found the Premises to be safe, sanitary, and suitable for habitation, with all heating, plumbing, and lighting to be free of any visible defects.
2. **SECURITY DEPOSIT:** AGENT HEREBY ACKNOWLEDGES RECEIPT FROM RESIDENT OF A SECURITY DEPOSIT IN THE AMOUNT OF Transfer from cardale DOLLARS (\$ XV), FOR WHICH THIS LEASE CONSTITUTES A RECEIPT. THE SECURITY DEPOSIT IS TO BE HELD AS SECURITY FOR THE FAITHFUL PERFORMANCE BY THE RESIDENT OF THE COVENANTS, CONDITIONS, RULES AND REGULATIONS CONTAINED HEREIN. THE SECURITY DEPOSIT, OR ANY PORTION THEREOF, MAY BE WITHHELD FOR UNPAID RENT, UNPAID UTILITIES, DAMAGE DUE TO BREACH OF LEASE OR FOR DAMAGE BY THE RESIDENT OR THE RESIDENT'S FAMILY, OCCUPANTS, AGENTS, EMPLOYEES, GUESTS, OR INVITEES IN EXCESS OF ORDINARY WEAR AND TEAR TO THE LEASED PREMISES, COMMON AREA, MAJOR APPLIANCES, AND FURNISHINGS. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT IRRESPECTIVE OF SAID SECURITY DEPOSIT, RENT SHALL BE PAID WHEN DUE, IN ACCORDANCE WITH THE TERMS HEREOF. UNDER MARYLAND LAW, IT IS REQUIRED THAT THE RESIDENT BE NOTIFIED OF THE FOLLOWING:
 - a. The right to have the Premises inspected by the Agent in the Resident's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Resident so requests by certified mail within 15 days of the Resident's occupancy.
 - b. The right to be present when the Agent inspects the Premises at the end of the tenancy in order to determine if any damage was done to the Premises if the Resident notifies the Agent by certified mail at least 15 days prior to the date of the Resident's intended move, of the Resident's intention to move, the date of moving, and Resident's new address;
 - c. The Agent's obligation to conduct the inspection within 5 days before or after the Resident's stated date of intended moving;
 - d. The Agent's obligation to notify the Resident by certified mail of the time and date of the inspection;
 - e. The Resident's right to receive, by first class mail, delivered to the last known address of the Resident, a written list of the charges against the security deposit claimed by the Agent and the actual costs, within 45 days after the termination of the tenancy;
 - f. The obligation of the Agent to return any unused portion of the security deposit, by first class mail, addressed to the Resident's last known address within 45 days after the termination of the tenancy; and,
 - g. That the failure of the Agent to comply with the security deposit law may result in the Agent being liable to the Resident for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.
 - h. In the event of sale or transfer of the Premises by Agent, the Agent shall have the right to transfer, in accordance with a [REDACTED] Security Deposit to the vendee, or other transferee, and [REDACTED]

Resident's Initial [REDACTED]

considered released by Resident for all liability for the return of such Security Deposit and Resident shall look to Agent'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 Resident without the prior written consent of Agent and any attempt to do so shall be void.

3. **OCCUPANCY, ASSIGNMENT, & SUBLETTING:** Resident will not assign this Lease Agreement, nor sublet said Premises or any part thereof, nor allow the Premises to be occupied by anyone other than Resident and the following additional persons, without the prior written consent of Agent, which consent may be withheld in the sole and absolute subjective discretion of the Agent, nor use or allow the Premises to be used for any purpose other than that of a private dwelling: _____

4. **APPLICATION OF PAYMENTS:** All payments made by Resident to Agent will be applied in the following order: (1) oldest monthly rent until paid in full; (2) oldest late fees until paid in full; (3) oldest court costs until paid in full; (4) oldest utility charges until paid in full; (5) oldest additional rent or other charges until paid in full. Resident is aware that Agent may report past rent, damages, utilities or other costs owed by Resident to credit reporting agencies. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.
5. **PAYMENT OF RENT:** Resident shall pay the rent, deposits, and/or all other money due, at the Agent's office, **9902 Reisterstown Rd. #305 Baltimore, Maryland 21117**, or at such other place as may be designated by Agent. All payments shall be made payable to [REDACTED]. Proof of timely delivery is the responsibility of the Resident, and may be provided through the use of certified mail. Except as may otherwise be required by law, or by the Agent, all payments, including but not limited to rental payments made by Resident to Agent shall be by cash, money order, certified check, or cashier's check. **PERSONAL CHECKS WILL NOT BE ACCEPTED.**
6. **LATE FEE:** Resident will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that Resident shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent after a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.
7. **DEFINITION OF RENT:** Whenever any provision is made in this Lease Agreement for the payment of any sum of money whatsoever from Resident to Agent, or such sum or sums that need to be paid by the Resident, such as utilities, Court costs, and late fees, whether or not such payment or sum is designated as "additional rent", such sum of payment shall be considered as additional rent and therefore payable and collectable as rent.
8. **PARTIAL PAYMENT:** It is agreed that the acceptance by the Agent of less than the full amount of rent due and owing shall not serve to prevent the Agent from filing a summary ejectment action for any balance still due and owing. In the event summary ejectment proceedings has commenced and the Resident(s) tender partial rent after a judgment for possession has been entered, this will not void the continuation of the eviction since the full amount of the judgment for possession has not be paid prior the actual eviction. Resident further agrees that Agent's acceptance of a partial payment of any outstanding balance shall not constitute a waiver of any remaining amount due.
9. **DELIVERY DATE OF PREMISES:** The Agent has not guaranteed a specific delivery date for the Premises, and the Resident will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Agent tenders possession of the Premises to Resident.
10. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Resident to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any property or dwelling unit of Agent other than the Premises at any time, Resident 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 this lease to be apportioned for such period of occupancy on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to [REDACTED] es.

deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

- 11. GUEST RESTRICTIONS:** At any time during the term of this Lease, or any renewal or extension thereof, Agent, in Agent's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Resident or other occupants of the Premises who shall thereafter be prohibited from entering upon Agent's property, including both the Premises and the common areas within the community.
- 12. ACCEPTANCE OF PROPERTY:** Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition. Resident agrees to notify Agent immediately of any defects. Resident further agrees to indemnify Agent and Owner against any loss or liability arising out of Resident's use of the property, including those using the property with Resident's consent.
- 13. REPAIRS & MAINTENANCE:** Agent shall be responsible for repairs to the Premises, its equipment and appliances furnished by Agent, except that Resident agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the premises, is due to the Resident's, Resident's family's, guest's, agent's or invitee's act or omission. Resident shall immediately notify Agent of any defective condition that comes to Resident's attention. Resident shall indemnify Agent and Owner for any liability, loss or damage incurred by Agent as a result of Resident's failure to so notify Agent of such defective condition. Resident acknowledges specific responsibility to pay for, or otherwise repairing, replacing and/or cleaning filters on a/c and heating units, light bulbs, smoke detector batteries, CO detector batteries, and any additional trash cans that Resident may need. Any and all items that are Resident's responsibility to maintain and replace, including but not limited to: HVAC filters, light bulbs, smoke detector batteries, CO detector batteries, and trash cans, Agent at Agent's sole discretion, may repair and/or replace on behalf of Resident and charge Resident for the cost of that repair, to be collected as additional rent. Any damage caused to HVAC equipment due to failure to properly change and clean filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed by Resident at the termination of this agreement and Tenant shall repair any damage caused by the tacks, nails, hangers or screws. Damage caused by rain, snow, sleet, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, caused by abuse or neglect is the responsibility of the Resident. Resident will be expressly liable for any damage or excessive wear and tear to the premises and only normal wear and tear from normal use of the property in a reasonable and prudent fashion will be deemed acceptable. Sewage drains on Premises will accept only normal household waste for which they were designed; they will not accept items such as disposable diapers, toys, sanitary napkins, tampon applicators, balls of hair, grease, table scraps, clothing, rags, sand, dirt, newspapers, or other such items. Resident agrees to pay all expenses associated with clearing all drain lines of all stoppages except those that the technician, who was dispatched to clear said stoppage, will attest in writing was caused by defective plumbing, tree roots, or act of G-d. The cost of that repair will be due from Resident on demand and will be collectable as additional rent.
- 14. APPLIANCES AND FIXTURES:** Resident acknowledges that the Agent is supplying and is responsible to maintain the following fixtures and appliances in working order:

Appliance	Agent's responsibility	Resident's responsibility
REFRIGERATOR	X	
RANGE/STOVE	X	
HOT WATER HEATER	X	
CLOTHES WASHER		
CLOTHES DRYER		
DISHWASHER	x	

If necessary, Agent will replace above specified, non-functional fixtures or appliances with properly functioning replacements. Agent has no responsibility to replace said fixtures or appliances with equal features, style, age, condition, or looks; but shall be equivalent only insofar as the function of said fixture or appliance. Any fixtures or appliances that were installed in the Premises shall be maintained in the

Premises at the commencement of the tenancy that are not specified in this Section of this Lease Agreement, are there solely for the convenience of the Resident and the Agent assumes no responsibility for their functionality.

15. INTERRUPTION OF SERVICE: The Resident will receive no rent reduction, credit, nor any other form of compensation, nor will Agent be liable to Resident, due to repairs or interruption of services to utilities, appliances, or equipment in or about the Premises or due to defects in the Premises; or due to the inability of Agent 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, for Agent to stop or curtail the operation of said equipment or utilities, Agent may do so.

16. PEST CONTROL: Resident agrees to immediately notify Agent if there are any signs of pests, rodents or insects in the Premises or common areas. If Agent notifies Resident of a scheduled extermination of the Premises, and Resident fails to prepare the Premises for such extermination in accordance with Agent's instructions, Resident acknowledges that by Resident's failure to comply with Agent's instructions, Resident will have prevented Agent's exterminator from properly exterminating the Premises and other dwelling units in said building. Under such circumstances, Resident acknowledges that Resident will be liable for any damages or losses sustained by Agent as a result thereof and that Resident will have materially and substantially breached this Lease.

In addition, Resident acknowledges that it is Resident's obligation to keep the Premises in a neat, clean, good and sanitary condition, which includes keeping Resident's clothing, furniture, bed frames, mattresses, bedding, curtains and storage closets free of bed bugs and their eggs.

If Resident suspects a bed bug infestation within the Premises, Resident must immediately notify Agent of such suspected infestation at which time Agent will hire a licensed pest control operator to confirm the infestation. If there is a bed bug infestation, the licensed pest control operator will develop an integrated treatment and eradication plan. The cost of inspection and treatment of the infested area will be at the expense of Resident, if the infestation is due to the Resident's actions or omission to act. Resident shall be obligated, at Resident's expense, to immediately have the Premises and Resident's furniture, mattresses or other effected property prepared for treatment, including but not limited to the installation of mattress covers and, if applicable, removed from the Premises and have the infested area cleaned. In the event that the Resident fails to grant access, prepare the Premises for treatment, or fails to permanently remove infested personal property from the Premises, Agent may at Agent's sole discretion, prepare Premises for treatment including but not limited to installing mattress covers, Resident acknowledges that Resident will be liable and reimburse Agent for any expenses, damages or losses sustained by Agent as a result thereof, to be collected as additional rent, and that Resident will have materially and substantially breached this Lease.

If Resident vacates the Premises and a bed bug infestation of the Premises is subsequently discovered prior to another resident moving in, Resident will be responsible for the cost of inspection, treatment, eradication and cleaning of the Premises. In the event that a bed bug infestation spreads from the Premises into other areas, and it is determined that the infestation began in the Premises, whether adjacent to, above or below the Premises, Resident will also be held responsible for the expense of inspection, treatment, eradication and cleaning of such other areas.

17. LEASE VIOLATIONS: If any of the representations made in Resident's Lease Application are misleading or untrue, or if Resident, Resident's family, employees, agents or guests violate any provision of this Lease or any rule or regulation herein imposed, then Agent may treat such representation or Lease violation as a material and substantial breach of this Lease which could result in Resident's possession of the Premises being terminated. Under such circumstances, Agent may re-enter and take possession of the Premises by using applicable law. If Resident's possession of the Premises is ended, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Resident will remain liable to the Agent for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Resident's possession not have ended due to Resident's breach; and shall further remain liable for such other damages sustained by the Agent due to Resident's breach of Lease and/or Resident's subsequent eviction from the premises; and shall further remain liable for such other damages sustained by the Agent due to Resident's breach of Lease and/or Resident's termination of the Premises so long as such liability is not expressly prohibited by applicable law. Such damages shall include,

- 24. RIGHT OF ENTRY:** Agent has the right to enter the Premises at any time by key or, if necessary, by force in the event of an emergency, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Agent's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants, purchasers, inspectors, and insurance company representatives without being held liable to prosecution therefore, or damages by reason thereof. Resident's refusal to allow entry after 24-hour notice has been given shall be deemed a material breach of this Lease Agreement and may result in eviction. Resident's request for maintenance or repairs to be performed by Agent or Agent's agent or appointee shall be deemed notice to Resident that Agent or Agent's agent or appointee will be entering Premises at a reasonable time.
- 25. ABANDONMENT:** Abandonment of the Premises shall be deemed to have occurred when the Resident has removed the bulk of Resident's furnishings from the Premises. Further, abandonment of the Premises shall also be deemed to have occurred if the Resident's Gas and Electric utility has been turned off for non-payment or the Resident, either through this non-payment or by an act of the utility company returns this service into the name of the Agent. Any such abandonment as previously stated in this paragraph will be considered a material breach of the Lease and will therefore allow the Agent to file summary ejectment or breach of lease court proceedings.
- 26. RE-ENTRY OF PREMISES:** In the event Resident abandons the Premises or is required to vacate the Premises due to Agent exercising its legal rights upon Resident's breach of Lease and obtaining possession of the Premises by court order, then the Agent shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Agent'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 the Resident of the liabilities imposed by applicable law and this Lease Agreement for any damages sustained by the Agent as a result of Resident's abandonment, nonpayment of rent or breach of lease. Agent shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Resident, after the Resident has surrendered the keys to the Premises and/or the Agent is given possession of the Premises by Court Order.
- 27. DAMAGE TO PREMISES:** In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Resident, Resident's family, occupants, employees, agents or guests), the Agent will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Agent, shall remain untenable; but if the Premises are so damaged that the Agent shall decide that it is not advisable to repair the Premises with the Resident occupying same, this Lease shall terminate effective the date of the damage, and the Resident shall only be liable for rent to the date of damage. If the damage to the Premises is caused by the fault, omission, negligence, or other misconduct of Resident, Resident's family, occupants, employees, agents or guests, Agent may terminate Resident's occupancy of the Premises and Resident shall remain liable to Agent for the rent through what would have been the expiration of this Lease, or any renewal or extension thereof, had Resident's possession not been so terminated and shall further remain liable for any injury or loss incurred by Agent as a result of such damage, such liability to include a subrogation claim by Agent's insurer.
- 28. SECTION HEADINGS AND NUMBERS:** Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.
- 29. HEIRS AND ASSIGNS:** This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Agent and the heirs, administrators and those assigns of the Resident who shall have been approved, and named in this Lease.
- 30. NOTICES:** All notices from Resident to Agent shall be sent by certified mail, return receipt requested, and addressed to Agent at **9902 Reisterstown Rd #305, Baltimore MD 21117** or to such other location as Agent shall designate to Resident. All notices from Agent to Resident shall be delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to Resident at the Premises. If more than one person shall be Resident hereunder, notice given to or by any one of them shall bind all.
- 31. AGENCY:** If any employee of Agent at Resident's request, moves, handles, repairs anything, or drives or parks Resident's motor vehicle, then and in every case such employee shall be

but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Resident, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in repairing and/or renovating the Premises. Resident shall also be liable for actual costs incurred by Agent in scheduling or affecting a Court ordered eviction of Resident.

18. **BREACH OF LEASE:** In the event Agent files a Breach of Lease action under the Annotated Code of Maryland Real Property, Article 8-402.1 as amended from time to time, Resident shall be responsible for any and all costs actually incurred by Agent in pursuing this Breach of Lease action including, but not limited to the costs for filing said Breach of Lease, as well as actual attorney's fees incurred by Agent as a result of legal representation resulting from the necessity of the Agent for filing the complaint against a Resident in breach of his/or her Lease Agreement and any Court appearance by Agent's attorney.
19. **HOUSING ASSISTANCE PROGRAM:** Any Resident that participates in the Housing Assistance Program must continue to comply with all the rules and regulations stated in this Lease Agreement, as well as comply with all Housing directives, rules and regulations. Resident's termination and/or revocation from said program shall be deemed a material and substantial breach of the Lease, and the Agent shall be entitled to the speedy recovery of the Premises in accordance with the Lease and all local, public and general laws appertaining thereto.
20. **WAIVER:** The failure of the Agent 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. Agent shall not be liable or responsible to Resident for the violation of any covenant, rule or regulation in any other lease by any other resident. No statement or promise of Agent or his agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing.
21. **ALTERATIONS:** Resident will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without prior written permission of the Agent, make any alterations, additions, or improvements (including painting and papering) to the Premises. Notwithstanding the above, any alterations, additions, or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, at the sole discretion of the Agent, be the property of the Agent and remain with the Premises.
22. **MOLD AND MOISTURE:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, to keep the Premises clean and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean the Premises on a regular basis and to remove visible moisture accumulation as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the Premises. Resident also agrees to immediately report to Agent: (1) any evidence of water leak, water spillage, water damage or excessive moisture in the Premises, as well as any storage room, garage, or other common area; (2) any evidence of mold, mold-like, mildew, or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises; and (4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and to the Resident's property, as well as injury or death to Resident and any other occupants resulting from Resident's failure to comply with the terms of this paragraph. A default under the terms of this paragraph shall be deemed a material breach of Lease and a default under the terms of this Lease Agreement and Agent shall be entitled to exercise all rights and remedies at law or in equity. Resident agrees to hold Agent harmless in the event any mold contaminants are discovered in the Premises, and from any injuries or damages caused by said mold, except for damages caused by Agent's negligence.
23. **COMPLIANCE WITH RULES AND REGULATIONS:** The Resident, Resident's family, employees, agents, guests, and invitees, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Agents may adopt. It is further agreed that the Agent may modify these rules and regulations and that a violation of the rules and regulations is deemed a substantial and material breach of the Lease Agreement and may result in termination of Resident's occupancy of Premises.

- 32. SUBORDINATION OF LEASE:** This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate, also, to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises are hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust of such interest in lieu of foreclosure, the Resident automatically, without the necessity of executing any further document, will become the Resident of such successor in interest.
- 33. SEVERABILITY:** If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

34. UTILITIES:

Resident shall, as of the Lease Commencement Date, be responsible for the costs of all utilities designated as "RESIDENT RESPONSIBILITY" below. Payment of utilities, together with all taxes, levies or other charges on such utilities used in or about the Premises during the Term of this Lease, and any renewal or extension thereof, will be made either (1) directly to the utility companies after Resident transfers the utilities into Resident's name; (2) payment to the managing agent within ten (10) days of receipt of the invoice; or (3) payment to a third party billing company, designated by the managing agent, within ten (10) days of receipt of the invoice. If the gas, electric, water and sewer services are transferred into the resident's name, if applicable, the resident shall continuously maintain and pay directly for all applicable utilities for the property throughout the Term of this Lease, and any renewal or extension thereof.

UTILITY	OWNER/AGENT RESPONSIBILITY	RESIDENT RESPONSIBILITY
Electricity		X
Gas		X
Heat		X
cold Water	Included in rent	
Sewer	Included in rent	

Unless excepted above, Resident is responsible, throughout the Term of the Lease as extended and renewed, for the payment of all utilities together with all taxes, levies or other charges on such utilities (the "Required Utility Service") including, but not limited to, gas, heat, air conditioning (where available), electricity, hot water, water and sewer, cable (optional, where available, installed and paid at Resident's sole cost and expense) and telephone (where installed and paid at Resident's sole cost and expense), whether the utility service(s) is being billed directly to the Resident, by the Agent or by a third party billing company.

Resident agrees that Agent shall have the right to temporarily discontinue utility services in the event of any accident affecting the same to facilitate repairs or alterations made within the Premises or elsewhere in the community. Agent shall not be liable in any manner for failure, interruption, or stoppage of gas, electric and/or water at any time when beyond the control of the Agent, and Resident expressly releases Agent of all liability in connection therewith; nor shall such failure be grounds for reduction or abatement of rent.

Resident agrees the method of metering or otherwise measuring the cost of the utility exists under one or more of the following methods:

- (1) Sub-metering of utility (electric and/or gas and/or water);
- (2) Flat rate per month; or
- (3) Allocation or calculation method based on number of persons in the dwelling, square footage of the dwelling, number of bedrooms in the dwelling, or a combination of the above methods.

If an allocation method is used to bill resident for utilities, Agent or its third party billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as an administrative fee of one dollar (\$1.00). **Both Resident and Agent agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident, which may be slightly higher or lower.** Where lawful, Agent may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, at Agent's sole discretion. Resident may request more detailed descriptions of billing methods, calculations and allocation formulas, if desired.

Agent shall have the right, at its sole option to negotiate and contract for the provision of electricity, gas, telephone, cable or any other utility service to the Property and the Premises, from any company or companies providing such service in order to provide any such utility service to the Property and the Premises. Resident shall fully cooperate with Agent and any alternative service provider at all times, and as reasonably necessary, to allow access to the Premises for the purpose of installing, maintaining, inspecting, repairing, or altering any utility lines, meters, feeders, wiring, or any other equipment or machinery. In the event Agent contracts with an alternative service provider, Resident agrees to purchase utility service from such alternative service provider. Should Resident not obtain, continuously maintain, in Resident's name, and keep payments current for the Required Utility Service for the entirety of the Term as extended or renewed, the Agent, at its option, may pay same for Resident's account, in which event Resident shall immediately, as additional rent, reimburse Agent therefore with interest and any other charges allowed under this Lease and at law. Despite Agent's decision in its sole discretion to pay Resident's utility accounts, Resident shall be in default under this Lease and subject to all rights and remedies Agent may have hereunder and at law.

Resident will be charged for the full period of time that he or she is living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If Resident breaches the Lease, he/she will be responsible for utility and service charges for the period he/she was obligated to pay the charges under the Lease, subject to Agent's mitigation of damages. In the event Resident fails to timely establish utilities and services, Agent may charge Resident for any utilities and services, billed to Agent with respect to the Premises and may charge a reasonable administration fee for billing such utilities and services in an amount not to exceed Twenty-Five Dollars (\$25.00).

Resident agrees to (a) maintain the heat for the Premises at a minimum temperature of fifty-five (55) degrees during the period of October 1st through April 15th each year in order to avoid the possibility of burst pipes, and (b) promptly report to Agent in writing any water leaks within or about the Premises. Any and all damages caused to the Premises, the Property, or adjacent premises as well as additional costs or fees as a result of the breach of this obligation under the Lease shall be the responsibility of Resident.

Resident understands and agrees that, unless water is included in the rent charges, the amount of the water and sewer charges will vary periodically depending on the amount of services used, the rates charged by the various utility companies and governmental agencies, the number of persons authorized from time to time to reside in each of the apartments in the Community and other factors.

- 35. ATTORNEYS' FEES, AGENT FEES AND COURT COSTS:** Resident agrees to pay all court costs, Agent fees, and Attorney's fees, incurred by the Agent in enforcing legal action or any of the Agent's other rights under this agreement or any federal, state, or local law. Resident shall pay to Agent the reasonable costs incurred by Agent in utilizing the services of said collection Agency, even if at the time of the proceeding the Tenant has satisfied the outstanding balance owed. Similarly, should Agent employ an attorney because of any Lease violation, the Resident shall pay any such reasonable attorney fees as are incurred by the Agent. Resident shall be liable for such attorney fees whether or not Agent institutes legal proceedings. However, where legal proceedings are instituted by Agent against Resident, and said proceedings result in a monetary judgment in favor of Resident, Agent shall pay those reasonable

Agent institutes legal proceedings. However, where legal proceedings are instituted by Agent against Resident, and said proceedings result in a monetary judgment in favor of Agent, those reasonable attorney fees for which Resident shall be liable to Agent shall not be less than fifteen percent (15%) of said judgment.

- 36. RIGHT TO SIGN:** The individual(s) signing this Lease Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all Residents.
- 37. SMOKE DETECTORS:** At least one smoke detector has been installed in the Premises, and all installed smoke detectors are operable at the time of move in. It's the Resident's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer, or as otherwise may be required, at Resident's sole expense. Resident shall be responsible to maintain all smoke detectors in Premises in fully operable condition. In the event the detector is missing or inoperative, and the Resident cannot repair or replace said smoke detector, the Resident has an affirmative duty to notify the Agent immediately via Certified Mail or in person, and shall pay for the repair or replacement to be collected as additional rent. If the Resident notifies the Agent in person, the Agent must provide a written receipt acknowledging the notification. Resident agrees not to disconnect a smoke detector or allow anyone else to disconnect it or otherwise render it inoperative. Resident is responsible for any injuries damages or loss suffered because smoke detector was disconnected or rendered inoperative for any reason.
- 38. LEGAL CONTRACT:** This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.
- 39. INSPECTIONS:** Resident acknowledges that Agent and/or Agent's representative has the right to be present at any and all inspections in and about the Premises, and agrees to notify Agent prior to any inspection.
- 40. INDEMNIFICATION:** Resident agrees to indemnify and save harmless Agent and Owner against all liability, including liability arising from death or injury to person or property (including Premises) during the term of this Lease Agreement, and any renewal or extension thereof, caused by an act or omission of the Resident, or the family, employees, agents, guests, or invitees of Resident. Resident further agrees to indemnify and save harmless Agent and Owner from all liability including liability arising from death or injury to person or property (including Premises) caused by Resident's failure to fulfil any condition of this Lease Agreement, and any renewal or extension thereof, or from Resident's failure to comply with any requirements imposed by any governmental authority, or from any judgment, lien, or any encumbrance filed against Resident as a result of Resident's act or omission.
- 41. JOINT AND SEVERAL LIABILITY:** Each Resident is jointly and severally liable to Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.
- 42. STUDENTS:** If any person who constitutes Resident hereunder is a college or university student, a violation of the student's college or university student code of conduct, community standards or the like shall be deemed to be a material breach of this Lease Agreement.
- 43. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Resident may contact the State, county or municipal police departments in which the Premises is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Premises or the presence of registered sexual offenders who live or work within the vicinity of the Premises. Resident acknowledges that Resident is solely responsible to inquire of such matters before signing this Lease Agreement. Resident shall have no right to cancel this Lease Agreement based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Premises.
- 44. CONDITION OF PREMISES:** The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected, will constitute, a fire hazard or a serious and substantial threat to life, health or safety of occupants. If such a condition exists, Resident is responsible to immediately notify Agent. Resident shall be held responsible for any death, damage, or injury to persons or property resulting from Resident delaying or neglecting to notify Agent of any such conditions
- 45. EXISTING DAMAGES:** Upon written request of Resident (sent in accord with NOTICES section of this Agreement) within fifteen (15) days of occupancy, Resident shall have the right to have the Premises inspected by the Agent, in the Resident's presence, for the purpose of making a list of damages that exist at the commencement of the tenancy. If Resident shall fail to exercise this right stated

herein for this inspection and within the time stated herein, Resident waives Resident's right to claim that these conditions existed at the commencement of this Lease.

- 46. VEHICLE PARKING:** Resident will obey all parking and speed regulations which Agent may promulgate or post and to park only properly tagged and functioning passenger motor vehicles or trucks not in excess of $\frac{3}{4}$ ton GVW, whose appearance, in Agent's sole opinion, does not detract from the Premises or community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of $\frac{3}{4}$ ton GVW, trailers, campers or boats in or about Premises. Resident shall not use any parking area on Agent's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Agent. If Resident shall fail to do so, Resident agrees that Agent, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Resident's risk and expense. Resident does hereby further irrevocably constitute and appoint Agent as Resident's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Resident in such place or places as Agent, in its sole discretion, may deem proper. Any vehicle or other property parked or stored so as to block or inhibit access to any dumpster or fire lane, will be towed, or otherwise removed, at its owner's risk and expense.
- 47. LEASE CORRECTIONS:** If reasonably necessary to comply with applicable law, to correct any mistake in the preparation of this Lease Agreement and / or to otherwise correctly reflect the intent of the parties hereto, the parties agree to initial and / or sign, where applicable, any modification or correction of this Lease Agreement.
- 48. VIDEO RECORDING:** Common areas of Agent's buildings may be subject to periodic and random video recording or surveillance which may be provided to law enforcement authorities.
- 49. NOISE & BEHAVIOR:** Resident will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Resident, Resident's family, occupants, employees, agents and/or guests; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other residents or Agent. Resident will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Resident further agrees not to conduct, give or permit vocal or instrumental instruction or practice.
- 50. ILLEGAL DRUGS AND CRIMINAL ACTIVITY:** If Resident, Resident's family, employees, agents and/or guests, engage in, permit or facilitate any drug-related, or any other criminal activity on or about the Premises, Resident will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Resident's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or of a "Controlled Dangerous Substance" as defined in Section 5-101(f) of the Criminal Law Article of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled Dangerous Substance or controlled substance. Criminal activity is defined by the Annotated Code of Maryland. Resident agrees that if there are any court approved search warrants issued for the above-described premises (for any criminal activity), that it will be deemed a substantial and material breach of this Lease Agreement and the Agent may seek eviction based upon that occurrence. It is further understood that no arrests or convictions need to occur prior to a breach of this Lease Agreement pursuant to this paragraph; just the judicial determination of probable cause to believe that some form of criminal and illegal activity has occurred, or in the alternative, that illegal drugs and/or drug paraphernalia is found in the Premises, it will be deemed sufficient for such breach.
- 51. SURRENDER OF PREMISES:** If the Resident does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Resident will indemnify the Agent for all damages which the Agent suffers as a result thereof, and will further indemnify the Agent against all claims made by any succeeding resident against the Agent founded upon delay by the Agent in delivering possession of the Premises to said succeeding resident, so far as such delay is caused by the failure of Resident to surrender the Premises.
- 52. WAIVER OF BREACH:** Receipt by Agent 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.

- 53. LIABILITY OF AGENT AND OWNER:** Agent and Owner shall not be liable for any injury, damage, or loss to person or property caused by other Residents 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 the Agent. Failure or delay in enforcing Lease covenants of other Residents shall not be deemed an omission, fault, negligence, or other misconduct on the part of the Agent or Owner. Resident shall indemnify Agent and Owner from any claim or liability from which Agent and Owner is hereby exonerated.
- 54. RESIDENT HOLDING OVER:** If Resident shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and whether Agent consent or does not consent 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 the Resident holding over, which shall continue until either party shall mail notice to the other at least two (2) months 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 the Resident is in possession of the Premises, all of the obligations of the Resident and all rights of the Agent applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.
- 55. CONDEMNATION:** In the event the Premises or any part 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 Resident shall thereupon be released from any further liability hereunder. Under such circumstances Agent and/or Owner shall be entitled to receive the entire award in the condemnation proceeding.
- 56. PREJUDGMENT INTEREST:** If Resident violates this Lease Agreement and said violation results in a monetary loss to Agent, then Agent shall be entitled to prejudgment interest at the highest rate allowed by law, which at this time is six percent (6%) per annum, on the amount due Agent, from the date the Agent mails its written list of damages to Resident.
- 57. 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.
- 58. ENVIRONMENTAL CONTROL:** Resident shall take affirmative action to ensure that Premises is in compliance with all applicable housing, building, environmental and health laws and codes, such as proper storage of waste, and preventing rodent infestations. If any fines, fees, penalties, violations, or citations are issued during tenancy, the Resident will be held responsible and upon demand, shall reimburse Agent the cost of such, to be collected as additional rent, in addition to any actual expenses incurred by Agent as a result of or evolving out of, an Environmental Citation or a decision of the Baltimore City Environmental Control Board, a panel of the Board, or one of its hearing officers, when the said fine, fee, penalty, violation, or citation is a result of any act or omission of the Resident or the Resident's family, agents, employees, guests or invitees, or where the act or omission which resulted in the issuance of the Environmental Citation was not the Agent's responsibility under this Lease Agreement and was not committed by the Agent. If the Agent is notified that the property will receive, or has received a violation or citation for something that is the responsibility of the Resident, including but not limited to trash, the Agent may at Agent's sole discretion take the necessary action to resolve said issue, and the Resident will be responsible to reimburse the Agent and said expense will be collectable as additional rent.
- 59. PERSONAL PROPERTY/RENTER'S INSURANCE:** No rights of storage are given by this agreement. The Agent shall not be liable for any loss, damage or injury to person or property caused by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the Premises resulting from electrical failure, water, rain, windstorm, or any act of God or by any other cause, whatsoever. **Resident covenants and agrees to make no claim for any such damages or loss against Agent, but to purchase required Renters Insurance policy in adequate amounts to offset any risk.**
- 60. TRASH CANS:** Agent has provided Two (2) trash cans with Two (2) tight fitting lids to Resident. Residents must keep trash cans and lids on premises in proper working order at all times. Bags of trash must be stowed inside trash cans with the lid covering. Trash cans must be neatly stowed and covered with lids at all times. If a citation is issued regarding debris, trash cans, non tight fitting lids, or any other trash related violation, due to the actions of the Resident, Resident will be responsible for the payment of the citation and it is to be collectable as rent.

61. **KEYS:** Agent may change locks from time to time. Agent will inform Resident prior to change and make a key available at the time of change for Resident. If Resident is not present, keys will be left in a "lockbox" outside the property and Resident will be provided with the access code. No additional lock(s) shall be installed by Resident and no existing lock(s) shall be changed by Resident without Agent's prior written consent. Resident shall reimburse Agent, as additional rent, for the cost of changing any locks or replacing any keys lost or damaged by Resident, or due to Resident's, Resident's family, guest, employee, agent, or invitee's act or omission.

62. **CARBON MONOXIDE DETECTORS:** Agent has supplied and installed one or more carbon monoxide detectors in a central location outside of, and audible in, each sleeping area in the Premises. Resident hereby acknowledges receipt from the Agent of written manufacturer's guidelines on the testing and maintenance of the carbon monoxide detector installed in the Premises. The Resident hereby agrees to comply with the following conditions and regulations: (1) To test and maintain the carbon monoxide detector installed in the Premises on a regular basis during the tenancy according to the manufacturer's guidelines, at Resident's sole expense; (2) To report immediately to the Agent in writing any and all defects or test failures in the carbon monoxide detector so that the Agent may promptly repair or replace the detector; if Resident is unable to do so (3) Except as needed for repair or routine maintenance of the carbon monoxide detector; (a) Not to remove or disconnect the carbon monoxide detector; (b) Not to remove batteries from the carbon monoxide detector; and (c) Not to in any way render the carbon monoxide detector inoperable; (4) Resident agrees to permit the Agent prompt access to the Premises to repair or replace the carbon monoxide detector during the term of the Lease or any extension thereof, when necessary; (5) In the event the Resident violates any of the conditions or regulations contained in this paragraph, such violation shall constitute a material and substantial breach of the Lease, and the Agent shall be entitled to the speedy recovery of the Premises in accordance with the Lease and all local, public and general laws appertaining thereto. Any damage to the Premises or to the carbon monoxide detector as a result of action or inaction by the Resident will be paid by the Resident, as Additional Rent, upon demand of the Agent including damage caused by any attempts to remedy said damage; and (6) With regard to the Resident's obligation under the law and this paragraph, the Resident will indemnify and save harmless the Agent and Owner against all liability, including arising from death or injury to person or Premises during the term of this Lease and any renewal or extension thereof caused by any act or omission of the Resident, or of the Resident's family, guests, agents, invitees or employees.

I hereby certify that I am an adult and that I have received from Agent written information concerning the manufacturer's recommendation for maintenance and testing of the carbon monoxide detector(s). _____

63. **MILITARY SERVICE:** Resident is _____ /is not ☒ in the Military Service. Resident shall promptly notify Agent in writing if Resident enlists in the United States Armed Forces or is discharged from the United States Armed Forces during the term of this Lease or any renewal or extension thereof.

64. **INSURANCE:** During the term of this Lease, and any renewal or extension thereof, Resident shall, at Resident's sole cost and expense, purchase renter's insurance coverage on the Premises providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$300,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Resident's personal property on and in the Premises insured for the benefit of Resident against loss or damage resulting from broad form named perils on a replacement cost basis. In addition, Resident must name **Kinder Clarks LLC** and Zed Investment Group LLC as either "Interested Parties" or an "Additional Interest" under the policy(ies). Resident shall provide a copy of a certificate of insurance of the policy(ies) required by this Section. Should Resident fail to comply with the provisions of this Section of this Lease Agreement, Resident shall pay to Agent an additional \$25.00 (TWENTY FIVE DOLLARS) per month, to be collected as additional rent, until Resident purchases and maintains the insurance coverage required by this Section. Collection of such fee shall be in addition to, and not in Lieu of, any other remedies which Agent may have as a result of Resident's failure to comply with this Lease provision. _____

65. **DEFAULT:** In the event Resident shall breach any promise or covenant hereunder, abandon the Premises, be evicted or vacate the Premises, Agent may, upon notice to Resident as required under Maryland Real Property Code, re-enter and take possession of the Premises. Such re-entry shall not be constructed as acceptance of Resident's breach, abandonment or waiver of any breach, and in no event shall such re-entry terminate Resident's liability to Agent for all damages resulting from the breach. Notwithstanding any such re-entry by Agent and subject to all applicable law, Agent shall remain

liable for all damages to the Premises, unpaid rent, any charges and fees under the Lease, and any other damages incurred by Agent including (but not limited to) future rent in the amount of the rent reserved under this Lease for the balance of the Term, less any amount received by Agent during the Term from others to whom the Premises may be rented, on such terms and conditions and at such rentals as Agent, in its sole discretion, shall deem proper and reasonable; Resident shall also be liable to Agent for all cost and expenses relating to reletting, including but not limited to painting and repair costs, advertising costs attributable to the vacant unit (which shall be calculated by dividing Agent's monthly advertising expenditures by its average monthly vacancies) and any real estate agent's (broker's) fees. If Resident breaches this Lease and said breach results in a monetary loss to Agent, then Agent shall be entitled to prejudgment interest at the highest rate allowed by law, on the amount due Agent, from the date the Agent mails its written list of damages to Resident.

66. RULES AND REGULATIONS:

These Rules and Regulations have been incorporated into the Lease Agreement. Failure to abide by these Rules and Regulations will be considered a substantial and material breach of the Lease Agreement and may result in termination of Resident's occupancy of Premises, or any other action available to Agent by law.

RESIDENT AGREES NOT TO:

- 1) **PETS:** Keep any pets in or about Premises without prior written consent of Agent.
- 2) **FURNITURE:** Keep any water containing furniture, such as waterbeds or fish tanks, in the Premises.
- 3) **APPLIANCES:** Install any washing machines, dryers, dishwashers, air conditioners, or other appliances in the Premises without prior written consent of Agent.
- 4) **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises, except that Resident may use standard picture hangers for hanging pictures, mirrors and the like. No adhesive hangers may be used.
- 5) **WALLPAPER, PAINT, AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Agent.
- 6) **PORTABLE HEATERS:** Store, install or operate, in or about Premises, unvented, portable kerosene-fired heaters.
- 7) **LOCKS:** Change the locks or install additional locks, chains, or other fasteners on any exterior door, entry door to individual unit or storm door on Premises, unless otherwise provided by law under Maryland Real Property Code § 8-5A-06
- 8) **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, elevators, lawn areas, or any other common areas.
- 9) **APPLIANCES AND UTILITIES:** Misuse or overload appliances or utilities furnished by Agent.
- 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) **HAZARDOUS SUBSTANCES/ FIRE RISK:** Store in or about the Premises or any storage area, or place into any dumpster, any material or substance of any kind or description that is dangerous, toxic, combustible, volatile or harmful and/or subject to regulation under Federal, State, or local law, regulation or ordinance, or would increase the risk of fire.
- 13) **LITTER:** Litter or obstruct the public halls or grounds.
- 14) **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises is situated.
- 15) **THROWING OF ARTICLES:** Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
- 16) **WINDOW SILLS:** Place anything on the outer edges of the sills of windows.
- 17) **COMMON AREAS:** Permit Resident or Resident's family, friends, guests, or invitees to play, or otherwise loiter in public areas, stairways, dry rooms, or storage areas.

- 18) **AUTOMOBILES:** Use water to wash motor vehicles.
- 19) **OBSTRUCTION OF WINDOWS:** Cover or obstruct the windows, doors, or skylights that reflect or admit light into passageways, or into the common areas of any of Agent's buildings.
- 20) **CANVASSING:** Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting, and peddling in the apartment community is prohibited. The forgoing shall not prohibit Resident from using direct mail solicitation or advertising in the regular communications media.
- 21) **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 or patios.
- 22) **DAY CARE CENTER:** Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Resident by blood.
- 23) **CLOTHES LINES:** Install, erect or utilize exterior clothes lines in any common or public area.
- 24) **REMOVAL OF ENCUMBERANCES:** Encumber nor obstruct the sidewalks adjoining the Premises, nor allow the same to be obstructed or encumbered in any manner.
- 25) **WADING POOLS:** Maintain any wading pools.
- 26) **SKATEBOARDS:** Use a skateboard in any common or public area managed by Agent.
- 27) **ODORS:** Permit any unusual or objectionable odors to permeate or emanate from the Premises.
- 28) **TOBACCO PRODUCTS:** Carry or smoke a lit tobacco product in any interior common area managed by Agent.
- 29) **VIOLENCE:** Engage in acts of violence or threats of violence including, but not limited to, the unlawful possession or discharge of firearms on or near the Premises.
- 30) **DAMAGE TO PROPERTY:** Damage any property belonging to Agent or Owner, including, but not limited to doors, windows, hallways, trash receptacles, washing machines and dryers, light fixtures, sidewalks, parking lot, shrubbery, fire extinguishers, smoke alarm detectors, and carbon monoxide detectors.

RESIDENT AGREES TO:

- 31) **GARBAGE AND RUBBISH:** Place Resident's and Resident's family's, employee's, agent's, guest's, or invitee's garbage and rubbish for disposal only as Agent directs.
- 32) **USE OF FACILITIES:** Use all facilities which Agent provides for Resident's comfort (if any), such as playground equipment, laundry, swimming pool, and parking areas, (none of which facilities are included in the rent) solely at Resident's own risk, and Resident agrees that Agent shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Agent's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Agent without affecting the remainder of this Lease.
- 33) **CONDITION OF PREMISES:** Keep the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.
- 34) **BALCONIES AND PATIOS:** Keep balconies and patios free of all personal belongings, except that Resident may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.
- 35) **LOCK OUT:** Pay a \$20.00 (TWENTY DOLLAR) service charge, to be collected as additional rent, each time Resident locks himself/herself out of the Premises, and requests Agent's assistance in gaining entry to the Premises.
- 36) **LIGHT BULBS:** Replace, at Resident's sole cost and expense, all light bulbs and tubes of the prescribed size and wattage for light fixtures and appliances within the Premises.
- 37) **SMOKE AND CARBON MONOXIDE DETECTORS:** Replace, at Resident's sole cost and expense, all batteries of the prescribed size and voltage, for smoke and carbon monoxide detectors in the Premises.

38) APPLIANCES: Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.

39) CONDUCT: Conduct himself/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be deemed a substantial and material breach of lease and may result in termination of Resident's occupancy of Premises.

67. ACKNOWLEDGMENT: In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Agent will include Landlord, Lessor, and the term Resident will include Resident, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

68. ENTIRE AGREEMENT: Agent has made no promises or representations except those stated in this Lease Agreement and Resident and Agent agree that this Lease Agreement contains the entire agreement between Agent and Resident, and can only be changed in writing, signed by both parties.

69. AUTOMATIC LEASE RENEWAL: The tenancy created under this Lease shall continue from year to year after its expiration, subject to the same covenants, agreements, rules and regulations as are herein set forth, unless Agent mails to Resident or Resident mails to Agent written notice (sent Certified Mail return receipt requested), at least Sixty (60) days prior to the expiration of the then existing term, of said Agent's or Resident's intention not to renew this Lease. If the Agent mails a notice to the Resident of its intention to terminate the then existing Lease term, and in said notice offers the Resident a new Lease term pursuant to the terms and conditions therein contained, and if the Resident does not otherwise notify the Agent (sent Certified Mail return receipt requested) within (30) days of the mailing of the Agent's notice of the Resident's intent not to renew the Lease, the Resident shall be considered as Resident under the terms and conditions specified in the Agent's notice. If more than one person shall be Resident hereunder, notice given to or by any one of them shall bind all.

RESIDENT(S) HEREBY SPECIFICALLY ACKNOWLEDGE(S) HIS/HER AGREEMENT TO THE FOREGOING RENEWAL PROVISION.

Resident

Resident

70. SEAL: Resident(s) have read or have had this Lease Agreement read to them, understand same, have received a copy of this Lease Agreement, and both Agent and Resident(s) by their signatures hereby accept and agree to be bound by all the terms and conditions set forth herein.

The parties to this Lease Agreement and any attachments or addendums thereto, which are part of this Lease Agreement are intended to establish this Agreement, and those attachments and addendums are under seal as evidenced thereof and the signing of this Lease Agreement, and the attachments and addendums thereto are intended to be a specialty and governed by the Annotated Code of Maryland, Courts and Judicial Procedure Article 5-102(a)(5) as amended from time to time.

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

ACCEPTED THIS 29 day of July 2014.

[Redacted Signature]

Resident (Print)

Resident (Signature)

[Redacted Signature]

ent

Resident's Initials: _____

- (3) Allocation or calculation method based on number of persons in the dwelling, square footage of the dwelling, number of bedrooms in the dwelling, or a combination of these methods.

If an allocation method is used to bill resident for utilities, Agent or its third party billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as an administrative fee of one dollar (\$1.00). **Both Resident and Agent agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident, which may be slightly higher or lower.** Where lawful, Agent may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, at Agent's sole discretion. Resident may request more detailed descriptions of billing methods, calculations and allocation formulas, if desired.

Agent shall have the right, at its sole option to negotiate and contract for the provision of electricity, gas, telephone, cable or any other utility service to the Property and the Premises, from any company or companies providing such service in order to provide any such utility service to the Property and the Premises. Resident shall fully cooperate with Agent and any alternative service provider at all times, and as reasonably necessary, to allow access to the Premises for the purpose of installing, maintaining, inspecting, repairing, or altering any utility lines, meters, feeders, wiring, or any other equipment or machinery. In the event Agent contracts with an alternative service provider, Resident agrees to purchase utility service from such alternative service provider. Should Resident not obtain, continuously maintain, in Resident's name, and keep payments current for the Required Utility Service for the entirety of the Term as extended or renewed, the Agent, at its option, may pay same for Resident's account, in which event Resident shall immediately, as additional rent, reimburse Agent therefore with interest and any other charges allowed under this Lease and at law. Despite Agent's decision in its sole discretion to pay Resident's utility accounts, Resident shall be in default under this Lease and subject to all rights and remedies Agent may have hereunder and at law.

Resident will be charged for the full period of time that he or she is living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If Resident breaches the Lease, he/she will be responsible for utility and service charges for the period he/she was obligated to pay the charges under the Lease, subject to Agent's mitigation of damages. In the event Resident fails to timely establish utilities and services, Agent may charge Resident for any utilities and services, billed to Agent with respect to the Premises and may charge a reasonable administration fee for billing such utilities and services in an amount not to exceed Twenty-Five Dollars (\$25.00).

Resident agrees to (a) maintain the heat for the Premises at a minimum temperature of fifty-five (55) degrees during the period of October 1st through April 15th each year in order to avoid the possibility of burst pipes, and (b) promptly report to Agent in writing any water leaks within or about the Premises. Any and all damages caused to the Premises, the Property, or adjacent premises as well as additional costs or fees as a result of the breach of this obligation under the Lease shall be the responsibility of Resident.

Resident understands and agrees that, unless water is included in the rent charges, the amount of the water and sewer charges will vary periodically depending on the amount of services used, the rates charged by the various utility companies and governmental agencies, the number of persons authorized from time to time to reside in each of the apartments in the Community and other factors.

- 35. ATTORNEYS' FEES, AGENT FEES AND COURT COSTS:** Resident agrees to pay all court costs, Agent fees, and Attorney's fees, incurred by the Agent in enforcing legal action or any of the Agent's other rights under this agreement or any federal, state, or local law. Resident shall pay to Agent the reasonable costs incurred by Agent in utilizing the services of said collection Agency, even if at the time of the proceeding the Tenant has satisfied the outstanding balance. [REDACTED] Should Agent employ an attorney because of any Lease violation, the Resident shall pay the reasonable attorney fees as are incurred by the Agent. Resident shall be liable for such fees whether or not

deemed Resident's agent, and Agent shall not be liable for any loss, damage or expense in connection therewith.

32. SUBORDINATION OF LEASE: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate, also, to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises are hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust of such interest in lieu of foreclosure, the Resident automatically, without the necessity of executing any further document, will become the Resident of such successor in interest.

33. SEVERABILITY: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

34. UTILITIES:

Resident shall, as of the Lease Commencement Date, be responsible for the costs of all utilities designated as "RESIDENT RESPONSIBILITY" below. Payment of utilities, together with all taxes, levies or other charges on such utilities used in or about the Premises during the Term of this Lease, and any renewal or extension thereof, will be made either (1) directly to the utility companies after Resident transfers the utilities into Resident's name; (2) payment to the managing agent within ten (10) days of receipt of the invoice; or (3) payment to a third party billing company, designated by the managing agent, within ten (10) days of receipt of the invoice. If the gas, electric, water and sewer services are transferred into the resident's name, if applicable, the resident shall continuously maintain and pay directly for all applicable utilities for the property throughout the Term of this Lease, and any renewal or extension thereof.

UTILITY	OWNER/AGENT RESPONSIBILITY	RESIDENT RESPONSIBILITY
Electricity		X
Gas		X
Heat		X
Hot and cold Water	Included in rent	
Sewer	Included in rent	

Unless excepted above, Resident is responsible, throughout the Term of the Lease as extended and renewed, for the payment of all utilities together with all taxes, levies or other charges on such utilities (the "**Required Utility Service**") including, but not limited to, gas, heat, air conditioning (where available), electricity, hot water, water and sewer, cable (optional, where available, installed and paid at Resident's sole cost and expense) and telephone (where installed and paid at Resident's sole cost and expense), whether the utility service(s) is being billed directly to the Resident, by the Agent or by a third party billing company.

Resident agrees that Agent shall have the right to temporarily discontinue utility services in the event of any accident affecting the same to facilitate repairs or alterations made within the Premises or elsewhere in the community. Agent shall not be liable in any manner for failure, interruption, or stoppage of gas, electric and/or water at any time when beyond the control of the Agent, and Resident expressly releases Agent of all liability in connection therewith; nor shall such failure be grounds for reduction or abatement of rent.

Resident agrees the method of metering or otherwise measuring the cost of the utility exists under one or more of the following methods:

- (1) Sub-metering of utility (electric and/or gas and/or water);
- (2) Flat rate per month; or

Joseph L. Smith
Director, Baltimore Housing
Janet Abrahams
Assistant Director



MOVE IN AUTHORIZATION

DATE: 07/29/2019

MOVE IN AUTHORIZATION FOR:

Tenant Name [REDACTED]

Address: 5801 NARCISSUS AVENUE

BALTIMORE, MD 21215

The contract rent for the above unit is: \$789.00

Tenant portion is: \$105.00

HAP portion is: \$684.00

NOTE: The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD Requirements. (See page 2, #7 of the HAP contract)

It is considered fraud to enter into side payment arrangements otherwise stipulated over and above the agreed upon contract rent. (See page 9-#5e of the HAP contract)

The tenant will receive keys and the move in date will commence on:

7/29/2019

Failure to move in as stipulated above can result in the tenant being terminated from the Housing Choice Voucher Program.





HOUSING
AUTHORITY of
BALTIMORE CITY

HOUSING CHOICE VOUCHER PROGRAM
Leasing & Contracting
Pre-HAP Signing Acknowledgement

Head of Household's Name: [REDACTED]

New Unit Address: 5801 NARCISSUS AVE, BALTIMORE MD 21215

Place your initials next to each of the following statements, if you are in agreement:

[REDACTED] received, reviewed and understand the lease in its entirety.

[REDACTED] received, reviewed and understand the HCVP Tenancy Addendum, which is attached to

[REDACTED] physically taken a tour of the inside and outside of the unit.

[REDACTED] is accessible to all authorized occupants on my voucher.

[REDACTED] to get BG&E utility service on in the unit.

[REDACTED] security deposit has been satisfied. (Not applicable, if no security deposit is required).

[REDACTED] requested and approved reasonable accommodations to the unit to address a disability have

[REDACTED] completed by the landlord. (Not applicable, if no accommodations were requested).

[REDACTED] and that I AM AM NOT responsible for paying the water bill

(Circle one)

By signing this document, I acknowledge that I have read or have had read to me all of the provisions stated above. I further acknowledge that I understand and agree with, each of the statements listed above.

[REDACTED]
Date

7/29/19

Housing Assistance Payments Contract

(HAP Contract) Section 8 Tenant-Based Assistance Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract This

HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract Part

C: Tenancy Addendum

2. Tenant

3. Contract Unit

5801 NARCISSUS AVE
BALTIMORE, MD 21215

Apt 2

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy):

7/24/2019

The initial lease term ends on (mm/dd/yyyy):

7/31/2020

6. Initial Rent to Owner

The initial rent to owner is: \$ 789.00

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

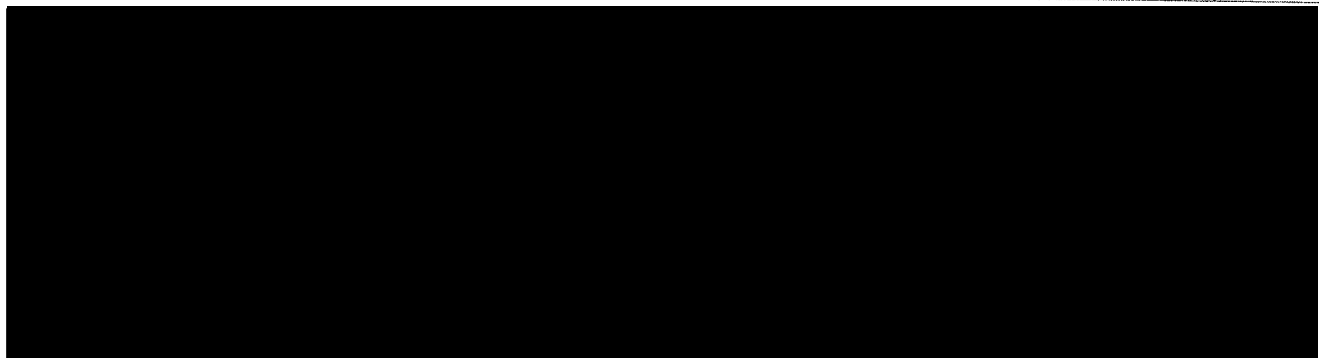
The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ 684.00 per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		T
Cooking	Natural gas ☐	Bottle gas ☐	Oil or Electric ☒	☐ Coal or Other		T
Water Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☒	☐ Coal or Other		T
Other Electric						T
Water						O
Sewer						O
Trash Collection						N/A
Air Conditioning						T
Refrigerator					O	
Range Microwave					O	
Other (specify)						



Main Payments to

Name

Address (Street, City, State, Zip)

