

LEASE AGREEMENT: 3201 WISTERIA AVE BALTIMORE, MD 21214


LEASE AGREEMENT

This lease made **APRIL 29, 2019** whereby Homeowner (hereinafter referred to as “Owner or “Homeowner”) does hereby lease unto **JERRY SULLIVAN** (hereinafter referred to as “Tenant(s)”, the premises known as **3201 WISTERIA AVE #2 BALTIMORE, MD 21214** hereinafter referred to as the “Premises”, for a period commencing on **MAY 1, 2019** and continuing for a term of **24 MONTHS** with a termination date of **APRIL 30, 2021**. The total rental rate for the rental term is **\$18,600** payable in equal monthly installments of **\$775** on the first day of each month. Homeowner has delegated performance of contractual responsibilities to Apex Property Management (hereinafter referred to as “Landlord”) which shall operate as Agent for Owner. Homeowner retains ultimate control over decisions related to the lease agreement, and bears ultimate liability for the actions of the Landlord.

In addition to the Tenant(s) named above, the premises shall be occupied by the following persons only:

Name

Age

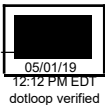
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Name

Age

The lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

1. SECURITY DEPOSIT: A security deposit in the amount of **\$0.00**, will be held as security for the faithful performance by the Tenant of the covenants, conditions, rules, and regulations contained herein. The security deposit, or any portion thereof, may be withheld for unpaid rent, other unpaid expenses, damage due to breach of lease, damage to the premises by the Tenant, Tenant’s family, or guests in excess of normal wear and tear. Damage by pets is not considered normal wear and tear and repairs for any such damage will either be added as rent, or deducted from the security deposit upon Tenant vacating the premises.
 - a. The tenant shall have the right to be present when the landlord inspects the premises after the Tenant quits and surrenders the premises, if the Tenant notifies the Landlord by certified mail of Tenant’s intention to be present, the requested date of the inspection, and the Tenant’s new address. The Tenant’s notice to be present shall be sent by certified mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant of the date



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and time the premises are to be inspected. The date of inspection shall occur within ten (10) days after the date of moving, as designated in the Tenant's notice. In the event of a sale of the premises by Landlord, the Landlord shall have the right to transfer the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned, or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void and without effect.

- b. Upon Tenant satisfactorily satisfying all obligations, duties, commitments, and costs under this lease, any remaining security deposit will be mailed to the Tenant, to an address provided by Tenant, within 45 days. Where the leased Premises is located in Prince Georges County, this period shall be limited to 30 days
- c. Tenant may not use the security deposit in lieu of paying rent or other obligations.
- d. The security deposit shall bear interest in accordance with Maryland Law.
- e. The tenant shall receive a signed copy of this lease agreement, which shall serve as a receipt for the security deposit.

2. RENT. Failure to pay rent, or any fees when due is a default under this Lease. If not paid within 5 days after written notice by Landlord of non-payment and of intention to terminate this lease, the Landlord may terminate this Lease, and unpaid rent for the entire remaining lease term shall become immediately due and payable. Upon termination the Landlord shall be entitled to:

- a. Possession of the Premises
- b. Any unpaid rent, additional rent, or administrative charges
- c. Any damages sustained
- d. Any repairs required to the property due to tenants abuse, neglect, unauthorized repairs/alterations, or damages caused by failure to report damages or maintenance concerns in a timely fashion
- e. Court costs, reasonable attorney's fees and
- f. All other remedies provided by law

3. BREAKING THE LEASE. The Tenant does not have the right to break the lease without Landlord's written acceptance. If Landlord agrees, and unless an alternate arrangement is agreed to in writing, then the following conditions must be met:

- a. The current tenant is responsible for an early termination penalty of two month's rent
- b. The current tenant will give Landlord access to show the property to prospective tenants
- c. A new tenant must be found
- d. The prospective tenant must go through the standard application process, and Landlord retains the right to reject new tenant based on standard application criteria



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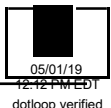
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4. **LEASE RENEWAL.** The lease shall be extended automatically from month to month under the same leasing terms as set forth in this lease unless Tenant provides at least 60-days written notice of intention to terminate or extend this lease at the end of the current lease term. Tenant must provide notice by certified mail of Tenant's intention not to renew the lease. If Landlord opts to not renew the lease, Landlord must provide tenant with 30 days written notice. Landlord may provide notice via email.

5. **TENANT OBLIGATIONS.** All Tenants are jointly and severally liable for all lease violations. Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises nor permit any person to do so. The Tenant shall pay for all repairs or replacements made necessary due to deliberate or negligent acts or omissions of the Tenant, Tenant's family, guests, employees, or pets. The Tenant shall also be responsible for:
 - a. A repair deductible of \$75 (seventy five dollars) for all repairs, regardless of the cause or reason for the repair
 - b. Maintaining the premises in a clean and sanitary condition and disposing of all waste in appropriate or required receptacles
 - c. Using all appliances, equipment, and systems in a safe and reasonable manner and so as to not overload any system. Clearing stoppage of all drains and toilets and maintaining caulking around tubs, showers. In the event the plumbing at the premises is frozen or obstructed due to negligence of Tenant or any other person using the plumbing, Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e., drywall, carpets, etc.).
 - d. Maintaining all carpeting and flooring in clean and good condition; replacing and paying for glass and screen breakage. Furnishing and replacing all light bulbs, fuses, faucet washers as needed and changing of furnace and air conditioner filters at least every 3 months.
 - e. Cutting and maintaining the lawn and pruning shrubbery; watering the lawn when necessary; cutting and maintaining ivy; keeping the garden bed free of weeds, leaves, and debris; promptly removing ice and snow from all walks, steps, and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
 - f. Promptly reporting to Landlord any damage or defect. Failure to report shall make the tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct the reported condition, unless Landlord is otherwise obligated by this lease or applicable law.
 - g. The cost of any unnecessary service call and the costs incurred as a result of the Tenant failing to keep appointments with service persons who require access in order to make scheduled repairs.
 - h. Making any repairs, alterations, or additions required by governmental authority, Owner's Association, or the Landlord due to Tenant's use.
 - i. Having the unit professionally cleaned prior to vacating the unit.



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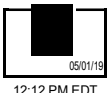
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- j. If the unit contains a fireplace and/or chimney, having the flu cleaned/swept by a qualified chimney service
- k. Tenant agrees to give Landlord access to all areas of the home provided at least 24 hours' notice has been provided. Notice may be provided via phone or email.

6. LANDLORD CONSENT REQUIRED. Tenant is responsible for submitting a written request, and the Landlord must approve that request, before any of the following are to take place.

- a. Remodeling, making any structural change, alteration, addition, or decoration, including papering and painting the premises
- b. Installing, attaching, removing, or exchanging appliances or equipment such as air conditioning, heating, refrigeration, tv/satellite antennas, wood burning stoves, fireplace inserts, or kerosene heaters
- c. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of small picture hanger nails).
- d. Affixing any object containing an adhesive backing to any surface in the Premises
- e. Attaching hooks to the ceiling
- f. Rekeying locks, installing additional locks, burglary or fire systems/devices. The Tenant must provide Landlord and other relevant parties, with a duplicate of all keys and instructions on how to operate all locks or devices. The Tenant shall notify the Landlord in writing as to the Tenant's intent to remove all such devices and repair any resulting damage upon the tenancy.
- g. Installing iron safes, water beds, or any other extra-heavy objects. The Landlord reserves the right to prescribe the maximum weight or manner of placing objects. The Tenant shall be liable for any damage to the Premises caused by taking in, using, or removing such items.
- h. Any new person moves into the unit.
- i. A pet will be present in the household. Pets, if approved are subject to a one-time, \$350 non-refundable pet fee, and a \$350 refundable pet deposit. Each additional pet requires an additional \$350 refundable pet deposit.
- j. This provision shall not limit the right of a Tenant who is blind or deaf to keep a dog that has been certified as specially trained to assist the tenant with the disability.
- k. Failure to submit a written request and gain permission from landlord prior to performing items 6(a)-(j) shall be considered a breach of lease and landlord shall have the right to terminate the lease agreement. In the event that Landlord approves the violation or otherwise allows tenant to continue occupying the premises, the tenant shall be subject to an additional penalty of \$350.

7. BANK RETURNED CHECKS. Rent payment made by checks which do not clear the bank cost the Landlord additional expense for bookkeeping and clerical services. Tenant will pay to Landlord \$50 (fifty dollars) for any bank returned check.



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8. **DEFINITION OF RENT.** All payments from Tenant to Landlord (or from Tenant to a 3rd party) required under the terms of this Lease, including but not limited to monthly rental payments, late fees, court costs, repair costs, utility and water/sewage bills shall be deemed rent. Where Landlord files legal action for non-payment of rent, holdover tenancy, or breach of lease, Tenant shall be held liable for all legal fees and expenses. Each time the court process is engaged Tenant can expect to pay a minimum of \$150.
9. **ADMINISTRATIVE AND ATTORNEY FEES.** In the event Tenant, Tenant's family, agents, employees, or guests violate any term or provision of this Lease, including the obligation to pay rent when due, or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of 10% of Tenant's then current monthly rental to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than 15% for said judgment. Where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in any judgment in favor of Landlord, Tenant shall be liable and responsible for all Landlord's attorney's fees.
10. **WAIVER.** The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules, or regulations of this Lease, or exercise any option herein contained, shall not be construed as a waiver of such covenant rule, regulation, or option, and all covenants, rules, regulations, and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule, or regulation in any other lease by any other tenant.
11. **OBSERVANCE OF RULES AND REGULATIONS.** The Tenant, Tenant's family, employees, agents, and guests 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 Landlord may adopt. It is further agreed that the Landlord may modify these rules and regulations based on Tenants performance or non-performance of the lease terms. Any material violation of these rules and regulations shall be considered a breach of the Lease.
12. **LEASE VIOLATIONS.** If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's family, employees, agents, or guests violate any provisions of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease with Tenant's possession of the premises terminating on the date specified in Landlord's notice. If requested by Landlord, Tenant shall be required to vacate the premises within 30 days



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of notice of the violation, or sooner, if such remedy is available at law. Under such circumstances, Landlord may re-enter and take possession of the premises by utilizing applicable law. If Tenant's possession of the premises should be so terminated, or if the premises should otherwise become vacant during the term of this Lease or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated. Tenant shall remain liable for any damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the premises, cost incurred in reletting the premises (such as rental commissions, administrative expenses, and a proportionate share of advertising expenses), heat, gas, and electricity cost for the premises while same remains vacant, and cost incurred in redecorating the premises. In the event Tenant does not timely pay rent, Landlord may, in addition to any other remedies available by law or pursuant to this Lease, distrain for same. Any false representations in Tenant's Lease Application concerning Tenant's household composition and/or income which wrongfully qualify Tenant for the subsidy or tax credit benefits of the premises shall constitute a material and substantial breach of this Lease. In such event, Landlord may terminate this Lease upon thirty days written notice to Tenant. Tenant shall be liable to Landlord for any losses, including reasonable attorney's fees incurred as a result of such misrepresentations.

13. NOTICE TO QUIT. Should Landlord desire to retake the premises, or Tenant desire to vacate the premises, either will provide appropriate notice to quit as required by Maryland law. However, neither Landlord nor Tenant are entitled to unlawfully terminate the lease prior to the stated expiration date.

14. HOLDOVER TENANCY. If Tenant continues to occupy the premises, without Landlord's consent, after expiration or termination of the Lease, Tenant shall be deemed to be a holdover tenant and shall be required to pay rent to the greater of (i) one hundred fifty percent (150%) of the monthly rent that Tenant was required to pay immediately prior to the termination date of the Lease, or (ii) the maximum amount of rent permitted by law. Such rent shall be pro-rated for any partial months of Tenant's occupancy of the premises as a holdover tenant. During the period of any holdover tenancy, Tenant shall keep and fulfill all of the terms and conditions of this Lease.

15. RIGHT OF ENTRY. Landlord, or any agent assigned by Landlord, has the right to enter the premises at any time by master key or, in the case of emergency, by force, to inspect the premises, to make repairs/alterations in the premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the premises to prospective future tenants or purchasers without being liable to suit therefore, or damages by reason thereof. Under normal circumstances tenant will be contacted prior to any entry.

16. RE-ENTRY OF PREMISES. In the event Tenant abandons the premises or is required to vacate the premises due to Landlord exercising its' rights upon Tenant's breach of Lease, then the Landlord shall have the right



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to enter the premises for the purpose of making alterations and repairs, and may re-let the premises for a term which may at Landlord's option to 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 Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the premises or storage area by the Tenant, after the Tenant has vacated.

17. **ABANDONMENT.** Abandonment of the premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings from the premises.
18. **REPAIRS.** Tenant shall be financially responsible for the repairs or replacement of any damage to the premises, its equipment and appliances, which results from negligence, misuse, or other action by Tenant, his or her guests or occupants. All such repairs made by Landlord will be charged to Tenant as additional rent. Landlord shall be financially responsible for all repairs not caused by the Tenant, except Tenant shall pay a \$75 deductible for all repairs.
19. **SEVERE DAMAGE AND REPAIRS,** In case of damage to the premises by fire of the elements not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, employees, agents, or guests, the Landlord will repair the damage, the rent being suspended only for such time as the premises remain uninhabitable; but if the premises are so damaged that the Landlord shall decide that it is not advisable to repair, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.
20. **INTERRUPTION OF SERVICE.** The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances, or equipment in or about the premises or due to defects in the premises not caused by Landlord's fault, omission, negligence or other misconduct, or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operations of the premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.
21. **HEIRS AND ASSIGNS.** This Lease, and all covenants, conditions, rules, and regulations herein contained are binding upon and shall inure to the successors and assigns of the Landlord and the heirs, administrators.
22. **UTILITIES.** The Tenant shall place and maintain all separately metered or billed utilities in the Tenant's name effective on or prior to the commencement of this lease, and shall promptly pay all charges for gas, electric, water and all other utilities used in the unit during the term of the tenancy. In the event the Tenant fails to



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make such payments, then the amount thereof, at the discretion of the Landlord, may be added to and deemed part of the rent due. Tenant's failure to pay for and maintain utility services shall be considered a material breach of this Lease and may result in a termination of the Lease.

23. **VEHICLE PARKING.** Tenant shall not park any vehicle in any space on Landlord's property which is designated as a no-parking area. If Tenant does park in a prohibited area, Landlord may, at its sole discretion, tow and store Tenant's vehicle at Tenant's risk and expense.

24. **PAYMENT OF RENT.** Except as may otherwise be required by law all rental payments made by Tenant to Landlord shall be by check, money order, electronic transfer, or cash. Rent should be deposited into the following account:

Bank Institution: TBD
Routing Number: TBD
Account Number: TBD

25. **LATE CHARGE.** Both while occupying the premises and after vacating same if Tenant fails to pay an installment of the rent for a period of five (5) days beyond the date on which it became due and payable, then Tenant will pay a 5% late charge. 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.

26. **ASSIGNMENT & SUBLETTING.** Unless prior written consent of the Landlord is obtained, Tenant shall not assign this Lease or subject the premises, or any part thereof, nor permit the premises to be occupied by persons other than those authorized by this Lease Agreement and Tenant's Lease Application, nor use or permit the premises to be used for any purpose other than that of a private dwelling.

27. **USE OF PREMISES.** Landlord warrants that the Premises are fit for human habitation. The premises are leased to the Tenant only, and shall be used solely as a residence to be occupied only by those persons listed on the Application, and those children born, adopted or placed under the legal care of the Tenant hereafter, and for no other purpose. No portion of the premises shall be sublet or assigned without the prior written consent of the Landlord. The Tenant shall refrain from making or permit any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents, or guests; nor shall tenant permit any criminal, illegal, or tortious conduct or obstruct or interfere with the rights, comforts, or convenience of other tenants or Landlord, nor unreasonably interfere with the management of the premise by Landlord. Tenant will maintain the premises in a neat, clean, and sanitary condition. Any violation of these terms will be considered a breach of this agreement and the Landlord shall be entitled to terminate the lease and receive all associated damages. Additionally, the Landlord shall have a right to terminate this lease upon receiving adequate evidence that indicates a threat that materially affects the health or safety of tenants or Landlord. Landlord



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shall not commence any retaliatory action prohibited by Section 8-208 of the Real Property Article of the Annotated Code of Maryland against Tenant.

28. **ALTERATION TO PREMISES.** Tenant 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 expected, and will not, without written permission of the Landlord, make any alterations, additions, or improvements (including painting and papering) to the premises. Any alterations, additions, or improvements of a permanent nature which may be made to the premises shall be the property of the Landlord and shall remain with the premises. However, any such alterations can only be made with the written consent of the Landlord.
29. **COMPLIANCE WITH OWNER'S ASSOCIATION DOCS.** The Tenant(s) right to use and occupy the premises shall be subject to the existing Owner's Association (which shall include condominium unit owner's, corporate, homeowners' or other similar associations) covenants, declarations and by-laws (collectively "Association Documents") and to such rules and regulations as the Owner's Association may issue. Failure to comply with either association documents or additionally imposed rules and regulations shall constitute a breach of this lease. All costs incurred to such a breach shall be paid by the Tenant.
30. **SURRENDER OF PREMISES.** If Tenant does not surrender the premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the premises.
31. **NO WAIVER OF BREACH.** The receipt by the Landlord of rent with knowledge of the violation of any terms or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.
32. **LIABILITY OF LANDLORD.** That Landlord shall not be liable for any injury, damages, or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions, or other causes unless the same is exclusively due to gross negligence or intentional misconduct of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability resulting from Tenant's actions. Should Landlord fail to abide by this lease agreement, Tenant has right to exercise the rent escrow option as defined in the Real Property Article of the Annotated Code of Maryland.
33. **CONDEMNATION.** In the event the premises shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.



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34. INDEMNIFICATION. Tenant agrees to indemnify and hold Landlord harmless from all liability, damage, or expense incurred by Landlord as a result any breach of lease by Tenant, his or her guest or invitees or as a result of death or injury to persons, or damage to property (including the premises) where this Lease Agreement required the Tenant to protect against or procure insurance for said liability, damage or expense, and Tenant failed to do so. Tenant further agrees to indemnify and hold harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guest, agents, or employees of the Tenant.

35. PREJUDGMENT INTEREST. If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at rate of ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.

36. NOTIFICATION OF DEFECT. Tenant shall promptly notify Landlord of any defect, problem, or required repair, but shall not order such repairs on or about the premises without Landlord's prior consent. Emergency repairs will be addressed within 48 hours of notification. Emergency repairs are defined as those things that threaten the health or safety of occupants or guests. Emergency repairs include the following:

- Total loss of electric power to the premises
- Total loss of heat
- Ceiling or roof damage that exposes the interior of the premises to the outside
- Structural damage to the walls, ceilings, or floors that might result in collapse
- Fire
- Leaking of gas or heating oil

All other repairs shall be deemed non-emergency and will be addressed within 30 business days from the receipt of notification. ("Addressed" does not mean the issue will be resolved. Rather, it means that Landlord will begin attempts to resolve the issue.) All repair requests must be submitted to the Landlord in writing. Any frivolous (fallacious or unnecessary) or unauthorized repairs or service calls shall be at Tenant's expense and liability. Tenant hereby expressly agrees to limit or restrict any activity on the premises that could cause further damage or injury to any defect, problem, or required repair until such time as proper corrective action can be taken by Landlord.

37. TENANT SELF SERVICE. Tenant is not permitted to conduct repairs for mechanical systems, electrical, plumbing or any other system that requires licensure for maintenance. In the event Tenant performs any repairs on the premises, Tenant warrants that such activity will be undertaken only if Tenant is qualified to competently perform such activity. Tenant shall be liable for any mishaps or accidents resulting from such



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work, and shall hold Landlord harmless from any claim or liability resulting from such work. No costs of repairs shall be deducted from rent without the Landlord's written consent. Should Landlord need to correct any mistakes caused by Tenant, or remedy any decrease in property value resulting from Tenant's actions, Tenant will reimburse Landlord for expenses incurred.

38. SMOKE DETECTORS. Tenant agrees to periodically test the smoke detectors in the premises and to report any malfunction promptly to Landlord. Tenant agrees to indemnify Landlord from any liability for damages resulting from a defective smoke detector with defects Tenant did not report to Landlord. SMOKING IS NOT PERMITTED INSIDE THE PREMISES. Tenant is responsible for any damages dues to smoking.

39. APPLICATION OF RENT. Any and all payment will be applied first to past due amounts for security deposit, late charges, repair charges, attorney fees, court charges and rent, and then applied to current charges.

40. NOTICES. All notices from Tenant to Landlord shall be sent by Certified Mail, return receipt requested, and addressed to Landlord at:



All notices from Landlord to Tenant shall be emailed, delivered personally to the premises, or sent by First Class mail, addressed to Tenant at the premises. Tenant(s) agree to accept notices via email. Where email notice is sent, Landlord shall follow-up on such notice with a phone call, unless Tenant acknowledges receipt of notice via email. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

41. AGENCY. If any employee or agent of Landlord's at Tenant's request moves, handles, or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee or agent shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage, or expense in connection therewith.

42. 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. However, the Tenant, promptly upon the request of the mortgagee under any such mortgage or any trustee or beneficiary under any such deed of trust, shall execute, acknowledge and deliver such further



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instrument of subordination, in recordable form, as such mortgagee, trustee, or beneficiary may require. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the premises 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 or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the Tenant of such successor in interest. The Tenant, promptly upon the request of any such successor in interest, shall execute, acknowledge and deliver such instrument or instruments confirming the atonement provided for by this Section, as such successor in interest may require.

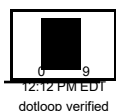
43. SEVERABILITY. If any provision of this Lease or application thereof to any person or circumstances is adjudicated invalid by a court with appropriate jurisdiction, that invalidity shall not affect other provisions or application of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease and declared to be servable.

44. The Landlord has made no promises or representations except those stated in this Lease Agreement. The Landlord reserves the right to modify this lease to comply with applicable law or if Tenant causes Landlord hardship by failing to comply with any lease provision.

45. PROPERTY INSPECTION. A property inspection report will be completed at the time Tenant takes possession of the premises. The condition of all rooms will be noted, and all included equipment will be itemized. Tenant has 24 hours from the time inspection is received to dispute any findings of the inspection. If not disputed within 24 hours the findings are taken as valid. This inspection report is incorporated into this lease agreement.

46. Landlord enters this lease solely as Agent to the Homeowner, and not in its individual capacity, or the individual capacity of its Officers. Landlord performs all lease related duties at the solely at the direction of and on behalf of Homeowner. If Homeowner declines to perform any part of this contract neither Landlord, nor its Officers shall be liable for Homeowners nonperformance or breach of contract. Homeowner retains the right to terminate its contract with Landlord, or otherwise reassign responsibility for management of the premises. Should Owner exercise this right, Landlord will no longer be responsible for the performance of this contract, and all contractual responsibilities will rest solely with the Owner.

47. LEAD PAINT. Tenant(s) acknowledge receipt of the EPA brochure *Protect Your Family from Lead Paint in Your Home*. Do not sign this lease agreement unless the brochure has been provided. This provision shall not apply to a lease of any property constructed in 1978 or later.



LEASE AGREEMENT: 3201 WISTERIA AVE BALTIMORE, MD 21214

48. RENTERS INSURANCE. Landlord does not carry insurance on any of Tenant's personal possessions.
Tenant agrees to purchase renter's insurance from an authorized provider. Tenant must purchase a renters insurance policy providing for liability (bodily injury and property damage) coverage with a limit of not less than \$100,000 per occurrence.

****INITIAL HERE****



By signing this agreement both Landlord and Tenant by their signatures hereby accept and agree to be bound by all the terms and conditions set forth herein.

Date



Tenant

Landlord/Agent

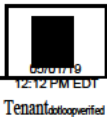
Tenant

Tenant

Tenant

Total Funds Received \$ _____

No of Checks Received _____ Check # _____



Tenant

Tenant

Tenant