



Professional  
Property  
Services, Ltd.

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PROPERTY MANAGEMENT  
LEAD PAINT SERVICES

## RESIDENTIAL DWELLING LEASE

**THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. LANDLORD/AGENT, AS USED HEREIN, SHALL INCLUDE LANDLORD/AGENT'S AUTHORIZED REPRESENTATIVE, PROFESSIONAL PROPERTY SERVICES, Ltd.**

**TENANT:** Jane and John Doe

**LEASED PROPERTY ADDRESS ("THE PROPERTY"):** 123 Maple Street, Frederick, Maryland 21701

**DATE OF LEASE OFFER:** September 15, 2008

**1. INITIAL LEASE TERM:** Landlord/Agent leases to Tenant and Tenant leases from Landlord/Agent the Property for the term of One year (s) and month to month thereafter commencing on the 1st day of October, 2008(mo./yr.) and ending on the 30<sup>th</sup> day of September, 2009 (mo./yr.) (the "Initial Term") and at a total rental of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for said Term, due and payable in equal monthly installments of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in advance, on the first day of each month for the first year and month to month thereafter. If this Lease commences on a day other than the first of the month, amount of rent to be paid for the balance of said first month shall be apportioned pro rata; thereafter rent shall be paid on the first day of the month as aforesaid.

**PRO RATA RENTAL PAYMENTS** It is additionally understood and agreed that Tenant is to commence occupancy of the premises on \_\_\_\_\_. Tenant is to pay the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) "pro rata" rent for the period through \_\_\_\_\_.

**2. SECURITY DEPOSIT: PAYMENT AND RECEIPT:** A security deposit is required as a condition of this Lease. ***Upon payment of the security deposit by Tenant to Landlord/Agent, Landlord/Agent will provide a receipt containing the security deposit provisions required by law.***

- **Security Deposit Amount:** \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_)

**NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOMES EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY OF THE NOTICE.**

**3. PAYMENT OF RENT:** Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than FIVE (5) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. If a check is accepted by Landlord/Agent from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a \$ 35.00 charge to Landlord/Agent as additional rent. Landlord/Agent has the right to require that all rental payments be made by money order, cashier's check and/or certified check. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord/Agent on demand. Landlord/Agent shall have the same remedies for the collection of such charges and fees as Landlord/Agent has for the non-payment of rent. Nothing herein contained shall constitute a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. If agent appears against tenant in court for failure to pay rent, a service charge of \$25.00 will be charged to tenant as additional rent. Any payment made shall be applied first to any legal and late charges due, any past due balances such as Security Deposit, utilities, damages or repairs due from Tenant, and the balance applied to rents due. **All sums of money or other charges, including but not limited to payments for damages and/or repairs, water and sewer bills, late and legal charges required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent," shall be deemed rent and shall be collectible as such.** Landlord/Agent shall furnish to tenant a receipt for all cash paid by Tenant to Landlord/Agent for rent, security deposit or otherwise. Please include your rental address on all payments. \_\_\_\_\_ Tenant Initials

**4. LANDLORD/AGENT LEGAL RIGHTS:** If Tenant shall fail to pay the rent or any additional rent as herein provided, within **FIVE (5)** days of the date when due, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Landlord/Agent may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law; (b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Landlord/Agent at law or in equity. No such termination of the Lease, nor recovery of possession of the Property or acceptance of a partial payment, however, shall constitute a waiver by Landlord/Agent of any available action by Landlord/Agent against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Landlord/Agent prior to or subsequent to such termination and/or recovery of possession.

**5. PERSONS WHO WILL OCCUPY THE PROPERTY:** Tenant covenants and agrees that the premises will be used solely for residential purposes and that the Property shall be occupied only by the following person(s), including children and by no other persons except after born children: John and Jane Doe and Baby Doe (age 5)

a. Use of the Premises for any commercial purpose is expressly prohibited, including, by way of example, home day care or a home office in which patients, clients, or customers are received.

b. A visitor is a non-paying guest who resides at the premises upon invitation of Tenant for a complete duration of time of less than thirty (30) days per person per year. If any such person shall reside at the premises for a period of time in excess of such thirty (30) day period, such person shall be considered a sub-lessee in violation of this lease.

**6. TENANT'S RIGHT TO OCCUPY THE PROPERTY:** Landlord/Agent agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

**POSSESSION:** If on the date of this Lease another person is occupying the premises or premises are in the Landlord/Agent's opinion not ready for occupancy, and Landlord/Agent is unable to deliver possession on or before the commencement of the term of this Lease, tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and the rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed.

**7. SMOKE DETECTOR NOTICE:** This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector.

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Tenant's Initials

**8. INSTALLATION OF SMOKE DETECTORS:** (a) Tenant acknowledges Tenant's responsibility to equip the Property with at least one approved smoke detector in accordance with the provisions of Article 38A, §12A(b) and 13 of the Annotated Code of the State of Maryland, as amended. Tenant further acknowledges Tenant's responsibility to maintain said detector, and Tenant assumes all liability therefore. Tenant shall indemnify and hold Landlord/Agent harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector. (b) The following is applicable if the Property is located in Baltimore County, or if Owner has supplied smoke detectors in the property: Tenant specifically acknowledges that Landlord/Agent has installed one (1) detector in the Property as required by §5-12.1 of the Baltimore County Code. Tenant further acknowledges said detector is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord/Agent any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord/Agent harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord/Agent as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord/Agent and Landlord/Agent shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord/Agent the costs of repair or replacement incurred by Landlord/Agent, or such costs as may be added to and deemed part of the rent. Landlord/Agent shall have the same remedies for the collection of such costs as Landlord/Agent has for nonpayment of rent.

**9. TENANT'S USE OF KEYS AND LOCKS:** No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord/Agent's prior written consent. All keys will be returned by Tenant to Landlord/Agent upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord/Agent, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant. If keys are lost or Tenant gets locked out after business hours (on weekends or holidays or after 5:00 p.m. workdays), Tenant should contact Landlord/Agent to borrow a duplicate set of keys for a \$35.00 fee or Tenant, at Tenant's own expense, may employ the services of a locksmith to gain access to the Premises. Any borrowed keys **must** be returned to Landlord/Agent within 24 hours of being borrowed.

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Tenant Initials

**10. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS:** Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.

**11. LANDLORD/AGENT/TENANT LIABILITY:** Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Landlord/Agent shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Landlord/Agent shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of an insurance policy to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance coverage for a minimum of \$300,000.00. This policy shall also include coverage for bodily injury or property damage caused by Tenant's pets. **Tenant shall provide a copy of Insurance Binder to agent** at or before time of occupancy. If Tenant has a waterbed, they must include additional waterbed insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Landlord/Agent, or to hold Landlord/Agent harmless, or to exonerate Landlord/Agent from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Landlord/Agent on or about those areas which are not within Tenant's exclusive control.

**12. TENANT INDEMNIFIES LANDLORD/AGENT:** Tenant shall indemnify and hold Landlord/Agent harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, pets or family member of Tenant. Further, Landlord/Agent shall not be liable for any loss or damage to property to tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source.

**13. LANDLORD/AGENT'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Landlord/Agent and Landlord/Agent's agents and employees shall have the right to enter upon the Property at all reasonable times and after twenty – four (24) hours notice, for the purpose of inspection or making any repairs which Landlord/Agent is required to make under the terms of this Lease or which Landlord/Agent otherwise deems necessary or appropriate. For a period of sixty (60) days prior to the expiration of the Initial Term, or any renewal thereof, Landlord/Agent and Landlord/Agent's agents shall have the right, at reasonable times without notice, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereon, as may be permitted by law. Tenant agrees to cooperate with Landlord/Agent in showing the property. Any request for service from Tenant is construed to mean that permission to enter the premises has been granted.

**14. TENANT'S RESPONSIBILITY AT END OF TERM:** Tenant will upon termination of the initial term of this Lease or any extension thereof, agrees to surrender the Property and all fixtures and equipment to Landlord/Agent, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and clean including the stove, refrigerator, kitchen, and bathrooms. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises and/or equipment are not left in good, clean and operating condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant shall deliver all keys to the Landlord/Agent. Failure to comply will be cause to charge Tenant for changing locks.

**IF TENANT SMOKES CIGARETTES, CIGARS, PIPES OR OTHER ITEMS; OR BURNS CANDLES, KEROSENE LAMPS, INCENSE OR OTHER COMBUSTIBLES, THE TENANT IS RESPONSIBLE FOR ALL CLEANING, PAINTING, DE-ODORIZING AND REPAIRS WHICH OCCUR AS A RESULT OF THE SMOKE EMANATED FROM THESE ITEMS.**

**15. FAILURE TO VACATE AT TERMINATION:** Either the Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days' written notice of termination **prior to the Rent Due Date**. If Tenant shall hold over after the expiration of the term of this Lease, he shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. **Notices shall always begin and end for a full rental period, i.e. The first day of the month following notice, to the last day of the month.** All other terms and provisions of this Lease shall remain in full force and effect. **If tenant intends to vacate at the termination of the initial term of lease, they must send written notice to landlord at least 30 days prior to the termination date or any extension thereof.** If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord/Agent may (a) eject Tenant and take possession of the Property, storing all furniture and other personal property found on the Property at Tenant's risk and expense without liability to Landlord/Agent; (b) hold Tenant liable as a tenant holding over for another one or more terms with the rent raised to 2 times the current rental amount; and/or (c) exercise any other remedy granted to a landlord under Maryland law. **All Residents must vacate. The notice of termination applies to all Residents and occupants on the Lease.** No notice of termination shall be effective unless and until the consent and signatures of all Residents and occupants on the Lease are obtained and submitted to Landlord/Agent.

#### **16. DEFAULT**

In the event of any default hereunder or if the Landlord/Agent shall at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, servants, guests, invitee, or pets by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by

\_\_\_\_\_ Tenant Initials

the Landlord/Agent, the Association identified in Paragraph 31 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events, the Landlord/Agent shall have the right to terminate this lease by giving the tenant personally or by leaving at the leased premises a thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination, and this lease shall terminate on the last day of the first complete month following delivery, thereupon Landlord/Agent will be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession of and the recovery of delinquent rent and damages. In the event that the Landlord/Agent shall find it necessary to expend any monies in legally enforcing any provisions of this Lease, Tenant agrees to be liable for such expenditures as allowed by law, including actual attorney's fees and court costs. Tenant agrees that any default of any provision of this Lease shall constitute a substantial breach of this Lease. Tenant shall be responsible for payment of rent during this notice period. Tenant shall also be responsible to pay all costs actually incurred by Landlord/Agent to obtain a new tenant including but not limited to advertising costs, real estate brokers fees and such other incidental costs and expenses.

#### **17. WAIVER CLAUSE**

Any waiver of a default hereunder shall not be deemed a waiver of this Agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.

#### **18. ABANDONED PROPERTY**

Any personal property which is left on the premises for more than seven (7) days after termination of the tenancy shall be considered to be abandoned and shall, at Landlord's option, become Landlord's property and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to tenant or any other person for the loss of property so abandoned.

**19. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE:** Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord/Agent, which consent may be withheld in the Landlord/Agent's sole and absolute discretion and unless the prospective assignee or subtenant satisfies established standards set forth by Landlord/Agent for all prospective tenants including, but not limited to, a credit check, rental and employment verification, and Tenant's payment of **\$100.00 service charge** for processing paperwork. Any assignment or subletting without Landlord/Agent's prior written consent shall be null and void and of no effect. Landlord/Agent may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

**20. TENANT'S AND LANDLORD/AGENT'S RIGHTS IF PROPERTY IS DAMAGED:** If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord/Agent, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Landlord/Agent elects to repair the damage to the Property, then Landlord/Agent shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.

**21. TENANT'S AND LANDLORD/AGENT'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT:** If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Landlord/Agent and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Landlord/Agent, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

**22. INSPECTIONS:** Tenant acknowledges that Landlord/Agent has the right to be present at any and all inspections in and about the Property, and agrees to notify Landlord/Agent prior to any inspection.

**23. TENANT'S RESTRICTIONS CONCERNING VEHICLE PARKING:** Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions. No motor vehicle, trailer or other such vehicle shall be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in assigned spaces, garages, driveways, if provided, or on the street. No vehicles are to be parked on lawn or grassy areas. Also, no automobile, truck, motorcycle, or trailer mechanical repairs may be performed on the property or in the street adjacent to the property. Reasonable car maintenance such as changing tires or oil is permitted.

**24. TENANT'S RESTRICTIONS CONCERNING TRASH:** It is the tenant's sole responsibility to have trash removed from property at least weekly and to pay for removal if it is not provided in the rent. All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening (after 5:00 PM) before scheduled pickup. Tenant shall be responsible for all pest control, to include ants, cockroaches, and any other pests or rodents attracted as a result of unclean conditions, accumulation of trash, or food left uncovered or exposed.

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**25. TENANT AND LANDLORD/AGENT AGREEMENT IF UTILITIES ARE INTERRUPTED:** In the event Landlord/Agent or Tenant is prevented or is unable, for reasons beyond Landlord/Agent's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Landlord/Agent is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

**26. TENANT AND LANDLORD/AGENT AGREEMENT FOR REPAIRS:** If, under the terms of this Lease, Landlord/Agent has agreed to furnish any service or utility at Landlord/Agent's cost and expense, Landlord/Agent may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Landlord/Agent temporarily stop or curtail the furnishing of any such service or utility, Landlord/Agent shall use due diligence in restoring such service or utility.

**27. LANDLORD/AGENT'S RIGHTS TO RE-RENT THE PROPERTY:** If the Property becomes vacant because of the exercise by Landlord/Agent of Landlord/Agent's remedies under this Lease, or should Tenant abandon the Property, Landlord/Agent may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord/Agent shall reasonably determine. Tenant, upon demand by Landlord/Agent, shall pay to Landlord/Agent all costs and expenses incurred by Landlord/Agent in such re-letting and shall thereafter pay monthly to Landlord/Agent, in advance, the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord/Agent any obligation to show or lease the Property in preference to any other rental property(ies) managed by Landlord/Agent.

**28. TENANT RESPONSIBLE FOR ADDITIONAL RENT:** Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; including unpaid utilities; (b) any and all damages, costs and/or expenses which the Landlord/Agent may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, pets or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Landlord/Agent shall have the same remedies for the collection of such payments as Landlord/Agent has for non-payment of rent under this Lease.

**29. ATTORNEY'S FEES AND COURT COSTS:** Pursuant to paragraph 16. "Default," Tenant agrees to pay as additional rent, any attorney's fee charged for each and every suit filed by Landlord Agent or Owner in the District Court of Maryland for a Complaint in Failure to Pay Rent or for a Tenant Holding-Over action. If Agent appears in court in lieu of an attorney, then Tenant agrees to pay as additional rent a charge of \$25.00 for each time agent must go to court. In all other actions or appeals filed by or defended by Landlord/Agent or Owner in any Court, Tenant agrees to pay as additional rent, actual attorney's fee as provided in paragraph 16. "Default." Tenant shall be liable for fees only as long as Landlord shall prevail in any court action. If Tenant prevails, no legal fees are due from Tenant.

**30. LANDLORD/AGENT DOES NOT WAIVE LEGAL RIGHTS:** The failure of Landlord/Agent to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Landlord/Agent of such term or condition or an election for future instances.

**31. COMMUNITY ASSOCIATION PROVISIONS:** The Property is part of the \_\_\_\_\_ Condominium or Homeowners Association. Tenant agrees to obey and abide by the declaration, covenants, by-laws, restrictions, rules and regulation promulgated from time to time by the council of unit owners of the condominium or the home owners association, copies of which shall be provided to Tenant by Landlord/Agent prior to occupancy. Landlord/Agent shall not be liable to Tenant for the violation of any of the declarations, covenants, restrictions, rules and regulations or the provisions in any other lease by any other tenant or occupant in the development. **Unless otherwise provided in the Lease, Landlord/Agent is responsible for payment of Condo/HOA fee.** Tenant acknowledges receipt of applicable documents. Failure to cure a violation on the part of the Tenant shall be deemed a substantial breach of this Lease and Tenant shall be responsible for the cost of any fines levied upon the Landlord/Agent as a result thereof. Tenant shall return all documents to Landlord/Agent at the end of tenancy or shall be responsible for cost of replacement.

**32. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY:** Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all Federal, State, County and City laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs and drug paraphernalia or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant expressly assumes the obligation and affirmative duty of prohibiting his family members and guests from possessing or bringing onto the leased premises any controlled dangerous substances or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises by the Tenant, his family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall

\_\_\_\_\_ Tenant Initials

entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action of possession resulting from Tenants' breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises by tenant's family member or guest. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors. Tenant shall indemnify and hold Landlord/Agent harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by the Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

**33. TENANT'S RESTRICTIONS ON CHANGES TO THE PROPERTY/ALTERATIONS:** Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, fences, pools, subscription or pay television devices; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks or install additional locks without written consent of the Agent. In the event Landlord/Agent grants permission for such remodeling, alterations, or additions, all costs shall be at Tenant's sole expense unless otherwise agreed and such changes, alterations, or additions shall become the property of the Landlord. The cost of correcting any unauthorized alteration shall be charged against Tenant as additional rent.

**34. INCLUSIONS/EXCLUSIONS:** Included in the Property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included, as follows:

#### CHECK INCLUDED ITEMS

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Stove or Range     | <input checked="" type="checkbox"/> Dishwasher  | <input type="checkbox"/> Ceiling Fan(s) #            | <input type="checkbox"/> Alarm System        |
| <input type="checkbox"/> Cooktop                       | <input type="checkbox"/> Freezer                | <input checked="" type="checkbox"/> Clothes Washer   | <input type="checkbox"/> Intercom            |
| <input type="checkbox"/> Wall Oven(s) #                | <input type="checkbox"/> Window Fan(s) #        | <input checked="" type="checkbox"/> Clothes Dryer    | <input type="checkbox"/> Storage Shed(s) #   |
| <input checked="" type="checkbox"/> Refrigerator(s) #1 | <input type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> Furnace Humidifier          | <input type="checkbox"/> Garage Opener(s) #1 |
| <input type="checkbox"/> w/ice maker                   | <input type="checkbox"/> Pool, Equip., & Cover  | <input type="checkbox"/> Electronic Air Filter       | <input type="checkbox"/> w/remote(s) #1      |
| <input type="checkbox"/> Microwave                     | <input type="checkbox"/> Hot Tub, Equip., Cover | <input type="checkbox"/> Water Filter                | <input type="checkbox"/> Playground Equip.   |
| <input type="checkbox"/> Trash Compactor               | <input checked="" type="checkbox"/> Screens     | <input type="checkbox"/> Water Softener              | <input type="checkbox"/> Wood Stove          |
| <input type="checkbox"/> Exist. w/w Carpet             | <input type="checkbox"/> Storm Doors            | <input type="checkbox"/> Draperies/Curtains          | <input type="checkbox"/> T.V. Antenna        |
| <input checked="" type="checkbox"/> Garbage Disposer   | <input type="checkbox"/> Storm Windows          | <input type="checkbox"/> Drapery/Curtain rods        | <input type="checkbox"/> Satellite Dish      |
| <input type="checkbox"/> Exhaust Fan(s)                | <input type="checkbox"/> Window A/C (s) #       | <input type="checkbox"/> Shades/Blinds               | <input type="checkbox"/> Central Vacuum      |
| <input type="checkbox"/> Lawn Mower(s) #               |   | <input type="checkbox"/> Carbon Monoxide Detector(s) |  |

Additional Inclusions: \_\_\_\_\_

Additional Exclusions: \_\_\_\_\_

**35. UTILITIES AGREEMENT:** The obligations of Landlord/Agent and Tenant with respect to the provision of utilities shall be as follows:

#### UTILITY FURNISHED AT COST OF:

- |                 |                                   |  |                         |                                   |  |
|-----------------|-----------------------------------|--|-------------------------|-----------------------------------|--|
| a. Heating Fuel | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> | e. Cold Water/Sewer     | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> |
| b. Cooking Fuel | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> | f. Cable TV             | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> |
| c. Electricity  | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> | g. <u>Lawn care</u>     | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> |
| d. Hot Water    | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> | h. <u>Trash Removal</u> | Landlord <input type="checkbox"/> | Tenant <input checked="" type="checkbox"/> |

Costs for utilities, which are to be furnished at the expense of Tenant as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due and make all required deposits therefor. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord/Agent may, in Landlord/Agent's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord/Agent on demand. Landlord/Agent shall have the same remedies for the collection of such utility costs as Landlord/Agent has for the non-payment of rent under this Lease. Tenant will **NOT** have any utilities disconnected or turned off until Lease has expired, whether or not tenant vacates prior to termination. This provision shall survive termination of this Lease with respect to utilities billed, charged, or paid during the term of this Lease. Tenant is required to obtain a home or cell phone and the number must be given to Landlord/Agent within two (2) weeks of moving into the Premises. Any change in tenant's home or work telephone numbers must be reported to Landlord/Agent immediately.

\_\_\_\_\_ Tenant Initials

**36. MAINTENANCE AND REPAIRS:** Tenant shall keep the premises in a state of good repair, maintenance and cleanliness, including all equipment and appliances. Tenant shall not order repairs of any kind without prior approval from the Landlord/Agent.

(a) Landlord/Agent shall maintain, and/or repair/replace (if necessary in Landlord/Agent's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, pets, or family members. Tenant agrees to promptly notify Landlord/Agent of any condition which is the obligation of Landlord/Agent to repair or replace. In the event of a Bona Fide emergency, and if notification to the Landlord/Agent is impractical or impossible, the Tenant may order reasonable and necessary repairs to alleviate the emergency condition at Landlord's expense; Tenant must immediately notify the Landlord in writing of such repairs.

(b) Except as provided in (a) above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, screens, window treatments, light fixtures, appliances, bursting pipes from failure to turn off water in cold weather, stoppage of water closets, drains, etc. or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Landlord/Agent, in Landlord/Agent's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Landlord/Agent on demand. Landlord/Agent shall have the same remedies for the collection of such costs as Landlord/Agent has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters and change on a regular basis, electric light bulbs, smoke detector batteries and fuses at Tenant's expense. The Landlord/Agent can consider the failure of the tenant to maintain the property in good order and repair a breach of Lease and may elect to terminate this Lease. Tenant shall be solely responsible for all utilities, maintenance, and care of property until the termination of Lease, even if Tenant vacates prior to termination.

(c) If the premises is part of a multi-unit building, Tenant shall also be liable to Landlord/Agent for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the premises, or Tenant's agents, servants, employees, invitees, pets, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Landlord/Agent on demand. Landlord/Agent shall have the same remedies for collection of such costs as Landlord/Agent has for the non-payment of rent under this Lease.

(d) Additional agreements:

1. The use of a kerosene heater in the premises is strictly prohibited.
2. Tenant shall not refinish or shellac wood floors and shall keep them cleaned and washed with a suitable wood floor care product. Tenant shall keep at least 75% of wood floor area covered with rugs. Wall to wall carpeting may not be installed over wood floors.
3. If property is equipped with a working fireplace, Tenant shall have chimney cleaned annually. Tenant shall burn only hardwood in any fireplace and shall not burn paper or trash in any fireplace. Tenant shall keep any fireplace clean and remove ash periodically as used and clean any glass fireplace doors. Tenant shall not place ash in anything except a metal receptacle.
4. Tenant agrees to maintain light bulbs, burner pans, mini blinds, smoke detector batteries, furnace/AC filters and doorstops at Tenant's own expense and return them in clean and good working condition.
5. Tenant shall keep grass and shrubbery cut, trimmed and maintained and promptly remove ice and snow from all walks, steps and drives. Tenant shall re-seed any bare spots caused by tenant placing items on lawn, causing grass to die. Tenant shall keep premises and grounds free of leaves, trash and debris and shall maintain all grounds in good condition as needed.

**37. WATER/MOISTURE/MOLD:** Tenant shall promptly notify Landlord/Agent in the event of the presence of water, moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning units, faucets), flooding and/or water damage to the premises. In the event of water, moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall notify Landlord/Agent immediately and Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets or Main water shut-off valve and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord/Agent promptly in the event mold of any type is observed within the leased premises.

Upon notification from Tenant, Landlord/Agent, at Landlord/Agent's sole expense, shall promptly remediate and repair any water damage to the premises caused by water, moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the premises which occur through no fault of Tenant. In the event water damage or mold occurs within the premises through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord/Agent, to remediate and repair such water damage and removal of mold.

**38. TENANT'S RESTRICTIONS CONCERNING PETS:** NO PETS may be kept on the Property WITHOUT prior written permission of the Landlord/Agent. If pets are allowed, an addendum containing PET provisions must be attached to this Lease.

**39. TENANT'S AND LANDLORD/AGENT'S DELIVERY OF NOTICES:** Any written notice regarding any of the provisions of this Lease shall be given by John Doe on behalf of all other Tenants to Landlord/agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. All notices required to be given by Landlord/Agent to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of

\_\_\_\_\_  
Tenant Initials

the withholding by Landlord/Agent of any portion of the security deposit shall be mailed by Landlord/Agent to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this Lease. All notices required to be given by Tenant to Landlord/Agent, and all rent, shall be delivered to the following address: In the event of change of address or telephone number by tenant or Landlord/Agent, Tenant shall notify Landlord/Agent and Landlord/Agent shall notify Tenant within 5 days of any change.

Name: **Professional Property Services, Ltd. (Landlord/Agent/Property Manager)**

Address: **P.O. Box 389, Myersville, MD 21773-0389**

Phone: **301-293-3635**

**40. FUEL OIL:** If the Property uses oil for heat, Tenant is responsible for the payment of all fuel oil consumed during this tenancy. Landlord/Agent will deliver the Property with a full fuel oil tank. At the end of the Lease, the Tenant at Tenant's expense will fill the tank. Landlord/Agent agrees to maintain a service contract on the fuel oil system. Tenant agrees to use the heating oil provider designated by Landlord/Agent for any purchase of fuel oil. Until further notice, the designated oil company is Griffith Oil Co.. If tenant does not buy oil from said oil company, the service contract is null & void and any repairs or service to the system will be at the tenant's expense.

**41. ACTIVE MILITARY DUTY:** If Tenant is on active duty with the United States military and receives permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant may terminate the Lease and shall be liable for no more than thirty (30) days rent after written notice and a copy of such orders are given to Landlord/Agent by Tenant. Tenant shall remain liable for any costs for damages to the Property, other than ordinary wear and tear. Said notice period runs from the first day of the first full month following notice. This transfer clause does not apply to tenant desiring to change to base or post housing.

**42. LEAD PAINT - APPLICABLE LAW:** Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. A Landlord/Agent of pre-1978 housing is required to disclose to the tenant, based upon the Landlord/Agent's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the Landlord/Agent's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Landlord/Agent will have the option to participate in the liability limitation portion of the Maryland Program.

**Age Classification of Property:** Landlord/Agent represents and warrants to Tenant(s), and Landlord/Agent's agents, intending that they rely upon such warranty and representation, that **(initial all that apply):**

• **The Federal Program (initial one)**

\_\_\_\_\_ the Property was built during or after 1978; **the Federal Program does not apply.**

\_\_\_\_\_ the Property was built before 1978; **the Federal Program applies.**

• **The Maryland Program (initial one)**

\_\_\_\_\_ the Property was built prior to 1950, **the Maryland Program applies fully.**

\_\_\_\_\_ the Property was built after 1949 but before 1979, **the Maryland Program applies at Landlord/Agent's option.**

• **Age Classification Unknown (initial, if applicable)**

\_\_\_\_\_ Landlord/Agent is uncertain as to age classification; therefore, Landlord/Agent acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

• **If the property is subject to the Maryland Lead Paint Program (initial) :**

\_\_\_\_\_ If tenant leaves prior to one year (even on month to month leases) tenant agrees to pay cost of re-inspection for lead from the Security Deposit.

**NOTICE TO TENANT - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS:** Tenant acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following required brochures:

1. **Under Federal Law** (the Residential Lead-Based Paint Hazard Reduction Act of 1992)

a. The EPA "Protect Your Family From Lead In Your Home" brochure.

2. **Under Maryland Law** (the Maryland Lead Poisoning Prevention Program)

a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.

b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as 1.a.).

\_\_\_\_\_ Tenant's Initials



Tenant understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Landlord/Agent and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

\_\_\_\_\_ Tenant's Initials

#### **43. SUBORDINATION**

This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the Demised Premises and to all renewals, modification, consolidation, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any document(s), which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request therefore from the Landlord or the lender(s), the Landlord shall have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to attorn to any subsequent owner of the Property.

In the event of ownership change through the foreclosure process during the terms of this tenancy, this Lease shall terminate and Security Deposit shall be returned per the terms herein.

#### **44. BANKRUPTCY**

In the event the Tenant is adjudicated and bankrupt or makes an assignment for the benefit of his creditors, this Agreement shall, at the option of the Landlord/Agent, terminate, and said premises shall be surrendered to Landlord/Agent, who hereby reserves the right in either of said events to forthwith repossess said premises.

#### **45. RENT INCREASES**

**a. Frequency and Amount.** After the initial term of this Agreement, Landlord may, from time to time and to the maximum amount permitted by law, increase rent for the demised premises.

**b. Notice.** Two-(2) full months' prior written notice of a rent increase shall be mailed to Tenant at Tenant's last known address; said notice shall also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept the rent payment less than that called for by the rent increase notice; and in the event Tenant shall remain in possession on the date the rent increase is to be effective, failing to pay the increased rent and thereby holding over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this holding over period will be the increased rent. All provisions of paragraph 15 are incorporated herein.

**c. Acceptance.** Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increased notice, in which event the notice to quit shall be null and void and the tenancy shall be from month to month. If Tenant does not intend to accept the new rental amount, and therefore intends to vacate the premises at the end of the initial term of any extension thereof, Tenant shall notify the Landlord/Agent in writing within 30 days of the end of this initial term or any extension thereof of his/her intention to so vacate, and will then vacate in accordance with the Landlord's two (2) months notice under b. above.

**d. IF TENANT INTENDS TO VACATE AT THE TERMINATION OF THE INITIAL TERM OF LEASE, THEY MUST SEND WRITTEN NOTICE TO LANDLORD AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE.**

#### **46. CANCELLATION BY LANDLORD/AGENT IN INITIAL TERM**

Anything to the contrary in this Lease notwithstanding, if Tenant, his guests, visitors, employees, family or invitees display objectionable conduct or otherwise materially breach this Lease, Landlord/Agent shall issue Tenant a one-month (30 days) notice to quit and vacate the premises. Failure to vacate will activate the penalty provisions of Paragraphs 15-16.

#### **47. CANCELLATION BY TENANT IN INITIAL TERM**

**a.** If Tenant elects to voluntarily terminate this Lease during the initial term or any renewal term, (for example, house purchase, voluntary job change, marriage) one (1) full month's (30 days) written notice prior to the rent due date shall be given to Landlord/Agent, giving the actual date they intend to vacate. Tenant shall be responsible for rent payment during that notice period. Furthermore, Tenant shall be responsible for reasonable advertising and redecorating expenses (touch up painting) plus Agent's fee, (Agent's fee is equal to one-half month's rent). Tenant shall also be responsible for all rent and utilities to the end of the lease or until another tenant is found, whichever comes first, and any other expenses incurred by the Landlord/Agent as a result of Tenant's premature termination of this Lease. Landlord/Agent is not obligated to provide Tenant notice that the dwelling unit has been re-rented. Upon re-rental, Tenant will be held secondarily liable for default(s) by subsequent Tenant(s) in the payment of rent during the balance of the term of this Lease. Landlord/Agent is under no obligation to rent Tenant's vacant dwelling unit before any other vacant dwelling unit.

**b.** A Tenant who abandons the premises or is evicted or ejected during the term of this Lease or any extension or renewal thereof, or whose tenancy is terminated pursuant to the Default clause above (Par. 16), shall also be liable for the costs to re-let above, in addition to any other obligations, damages and expenses provided herein by law.

**48. TENANT ACCEPTS PROPERTY:** The Tenant acknowledges that he has examined the leased premises and his acceptance of this Lease is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified in writing within 15 days of occupancy; the Tenant agrees that no representations or warranties as to the conditions of the premises have been made; and that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises in a condition permitting reasonably safe habitation and in compliance with all applicable laws. Tenant agrees to provide Landlord with a written list of all damages to the premises within fifteen (15) days of occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs, except as required by law.

\_\_\_\_\_ Tenant's Initials

**49. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Tenants may contact the state, county or municipal police departments in which the Property 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 Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing the Lease/Contract. Tenant shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that Agent/Landlord involved in the lease of the Property, whether acting as the agent for Owner or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**50. HEIRS AND ASSIGNS ARE BOUND BY LEASE:** The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Landlord/Agent and Tenant.

**51. CONTROLLING LAW:** (a) This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders. (b) Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord/Agent to the same relief as a breach of another covenant or condition contained herein. (c) Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned. (d) This lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statement, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed. (e) The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope of intent of the paragraphs to which they appertain.

**52. TENANT AND LANDLORD/AGENT MAY MEDIATE DISPUTES:** In the event a dispute between Landlord/Agent and Tenant arises out of or from this Lease, Landlord/Agent and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through such mediator or mediation service as may be mutually agreed upon by Tenant and Landlord/Agent in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord/Agent. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

**53. "TIME IS OF THE ESSENCE" SHALL APPLY TO THIS LEASE.**

**54. JOINT AND SEVERAL LIABILITY**

Each tenant joining herein shall be jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

**55. ADDITIONAL PROVISIONS:** \_\_\_\_\_

**ADDITIONAL PARAGRAPHS 1 THROUGH 48 SET FORTH ELSEWHERE HEREIN ARE INCORPORATED AND MADE A PART HEREOF AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE READ SAID PARAGRAPHS.**

**TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD/AGENT AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.**

**ADDENDUM ATTACHED** ☒ YES ☐ NO: **TENANCY GUIDELINES, SECURITY DEPOSIT RECEIPT, PET ADDENDUM**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Phone Number

**PROFESSIONAL PROPERTY SERVICES, Ltd.**  
P.O. Box 389 Myersville, MD 21773

**Under Maryland law, Landlord/Agent is required to provide a receipt  
for any rental security deposit paid by Tenant.**

**For convenience of Landlord/Agent and Tenant a SECURITY DEPOSIT RECEIPT  
is printed on the next page**



**Professional  
Property  
Services, Ltd.**

P.O. Box 389  
Myersville, MD 21773-0389

Office 301-293-3635  
Fax 301-293-1615

E-mail [info@propropertieservices.com](mailto:info@propropertieservices.com)

PROPERTY MANAGEMENT  
LEAD PAINT SERVICES

## SECURITY DEPOSIT RECEIPT

**DATE OF LEASE OFFER:** September 15, 2008

**OWNER/LANDLORD/AGENT:** PROFESSIONAL PROPERTY SERVICES, Ltd.

**TENANT(S):** John and Jane Doe

**LEASED PROPERTY ADDRESS (THE "PROPERTY"):** 123 Maple Street, Frederick, Maryland 21701

Landlord/Agent and Tenant have entered into a Lease dated the 1st day of October, 2008, for the rental of Property. Landlord/Agent hereby acknowledges receipt from Tenant of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) in the form of check as a security deposit in connection with the Lease to protect Landlord/Agent against non-payment of rent, damage due to breach of the Lease (including failure to surrender the Property free and clear of debris and furniture, or failure to return all keys to the Property to the Landlord/Agent), and for damages to the Property, common areas, major appliances and furnishings, if any, caused by Tenant, or any agent, employee, invitee, pets or family member of Tenant, in excess of ordinary wear and tear. The amount of the security deposit shall not exceed the equivalent of two (2) months' rent per dwelling unit leased under the Lease. Tenant shall not apply the security deposit as rent and shall not apply the security deposit to the last month's rent.

Within thirty (30) days of its receipt, the security deposit shall be deposited by Landlord/Agent in a Federally insured Maryland banking or savings institution, which does business in Maryland, in an interest-bearing account devoted exclusively to security deposits or, upon Landlord/Agent's election, in an insured certificate of deposit at a branch of a Federally insured banking or savings institution located in Maryland, or in securities issued by the Federal Government or the State of Maryland. Within forty-five (45) days after the end of the tenancy, Landlord/Agent shall return the security deposit to Tenant, by first class mail addressed to Tenant's last known address, together with simple interest which has accrued in the amount of three percent (3%) per annum, less any damages rightfully withheld, including nonpayment of rent, damages due to a breach of the Lease or damages to the leased Premises, common elements, major appliances and furnishings caused by Tenant, or by Tenant's family, agents, employees, guests, pets or invitees in excess of ordinary wear and tear. Interest shall accrue at six-month intervals from the day Tenant gives the security deposit. Interest shall not be compounded. If Landlord/Agent withholds all or any portion of the security deposit for unpaid rent or for damages as provided, Landlord/Agent, within forty-five (45) days after the termination of the tenancy, shall furnish, by first class mail to Tenant's last known address, a written list of damages claimed, together with a statement of the costs actually incurred.

Tenant has the right to have the Property inspected by Landlord/Agent, in the presence of the Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the tenancy if Tenant so requests, in writing, by certified mail, to Landlord/Agent within fifteen (15) days of the Tenant's occupancy of the Property.

Tenant has the right to be present when Landlord/Agent inspects the Property in order to determine if any damage was done to the Property, if the Tenant notifies the Landlord/Agent by certified mail of Tenant's intention to move, the date of moving and Tenant's new address. Such notice from Tenant must be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of such notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the Property is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the notice from Tenant to Landlord/Agent. Landlord/Agent need not notify Tenant of his intention to withhold all or any part of the security deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event, Tenant may make demand for return of the security deposit by giving written notice by first class mail to Landlord/Agent within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord/Agent, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail. Tenancy (Tenant's right to occupy the premises, and Tenant's obligations under this Lease) shall not end merely because Tenant ceases to occupy the premises. Notices shall be forwarded to Tenant based upon termination of tenancy, not termination of actual occupancy, though the two may coincide. In the

event Landlord/Agent fails to comply with the provisions of Maryland law applicable to residential security deposits, Landlord/Agent may be liable to Tenant for a penalty of up to three (3) times the amount of the security deposit withheld by Landlord/Agent, plus reasonable attorney's fees. Landlord/Agent, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the Tenant.

In the event of a sale of the Property or the transfer or assignment by Landlord/Agent of this Lease, Landlord/Agent shall have the right to transfer the security deposit to the transferee and Landlord/Agent shall be released from all liability for the return of the security deposit and Tenant shall look solely to the transferee for the return of the security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made of the security deposit to a transferee. In the event of any rightful or permitted assignment or sublease of the Lease by Tenant to any assignee or sub lessee, the security deposit shall be deemed to be held by Landlord/Agent as a deposit made by the assignee or sub lessee and Landlord/Agent shall have no further liability with respect to return of such security deposit to Tenant.

Tenant hereby acknowledges that a copy of the foregoing Receipt for Security Deposit was delivered by Landlord/Agent to Tenant.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord/Agent Date

**PROFESSIONAL PROPERTY SERVICES, Ltd.**  
**P.O. Box 389 Myersville, MD 21773**