



**Professional  
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**PROPERTY MANAGEMENT  
LEAD PAINT SERVICE**

### **PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT**

This Agreement, made on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Owner", who represent that they have the right to lease the property located at \_\_\_\_\_ and **Professional Property Services, Ltd.**, hereinafter referred to as "Agent". It is understood that the Agent and Owner will abide by federal, state and local laws, ordinances and regulations governing fair housing rules and practices regarding discrimination as well as all other pertinent laws. The property listed herein shall be shown and made available to all persons without regard to race, color, religion, sex, national origin, marital status, physical or mental handicap or disability, sexual orientation, ancestry, age, familial status, the presence of children, or source of income.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

**1. EMPLOYMENT.** The Owner hereby exclusively employs the Agent to rent, lease, operate and manage the property located at \_\_\_\_\_ upon the terms hereinafter set forth for the period of One Year beginning on the \_\_\_\_\_ day of \_\_\_\_\_, and ending on the Last day of \_\_\_\_\_ unless not less than 60 days prior to the date last above mentioned, either party hereto shall notify the other in writing of its intention to terminate this Agreement at the expiration of said term, in which case this Agreement will be terminated. After the initial term, either party may terminate this agreement by notifying the other in writing of its intention to terminate at the end of the 2<sup>nd</sup> full month following notice (60 days). If the Owner gives such notice to terminate, Agent shall be compensated for the remaining term of any existing lease.

**2.** The Owner hereby authorizes the Agent to offer the property for rent at a monthly rental of \$ \_\_\_\_\_ .00, but the agent shall negotiate and execute leases in agent's best judgment to secure the highest reasonable rent attainable consistent with the circumstances and existing rental conditions. Leases are to be written on the forms provided by Professional Property Services, Ltd.

**3.** Any lease shall comply with the following terms, if any, as established by Owner:

- The property will be available for occupancy on or about \_\_\_\_\_
- Property Type: \_\_\_\_\_
- Year Built: \_\_\_\_\_
- Initial Term available: Maximum \_\_\_\_\_ Minimum One Year
- Maximum Number of Occupants: \_\_\_\_\_
- Amount of Security Deposit required: \$ \_\_\_\_\_ .00 (Rent plus \$100.00)
- Pets accepted:  Yes  No Possible with additional deposit  Case by Case
- Smokers accepted:  Yes  No Outside only
- Owner Transfer Clause Required  Yes  No

**4. FEES.** Owner agrees to pay Agent a leasing fee when a tenant has been obtained and a lease agreement signed. This leasing fee is separate and apart from the property management fee specified in Paragraph 5. The leasing fee shall be **50% of the first full month's rent** for a one (1) year lease and **75% of the first full month's rent** for a two (2) year lease. It is further agreed that in any instance where the Agent is required to negotiate and/or have executed a lease renewal or extension, that a fee of **10% of the new monthly** rent will be paid to the Agent for each year that the lease is renewed or extended. Owner agrees to pay when a tenant has been obtained who is ready, willing and able to lease the premises on the terms and conditions set forth herein or any variance from those terms to which the owner may agree. If for any reason beyond Agents' control, property is not available after an acceptable tenant is found, the leasing fee and all other expenses related to the property and its leasing shall be immediately due and payable to agent. If any existing tenants remain in the unit(s), or if Owner acquires tenant, Owner agrees to pay an initial set-up fee of **\$300.00**.

**5. COMPENSATION.** Owner covenants and agrees to pay as compensation for the property management services of Agent in addition to leasing and set-up fee) a fee of 0% of all gross rentals collected by Agent per month. The Owner further agrees to pay as compensation for property management services an **amount equal to the monthly management fee** a month when the property is vacant longer than two months. If Owner terminates this Agreement prior to the expiration of any tenancy created hereunder, the Agent shall be paid as compensation for its services an amount equal to 0% of the rents due from the effective date of said termination to the end of any unexpired lease term. Or, in the absence of a Lease and/or in the event that the tenancy is month to month, the Agent shall be paid as compensation an amount equal to two (2) month's management fees. Owner also agrees to compensate Agent for administrative services provided to



each month this agreement is in effect. General painting and make ready between tenants, is billed on time and materials as needed, and does not fall under the above \$500.00 limitation. Actual costs cannot be determined in advance. Agent will make its best effort to limit costs.

I do /do not  request Professional Property Services, Ltd. to administer the maintenance on my/our property located at \_\_\_\_\_ . Costs shall include, but shall not be limited to, cost of appliances, water heaters, heating systems, painting, and cleaning, plumbing, electrical repairs, changing locks, replacements or improvements.

Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the premises or contents by the tenants, their family, or their guests. For the purposes of this agreement, the Agent will consider the following items normal wear and tear: nail holes used to hang pictures, painting between tenants, traffic wear in carpets, carpet replacement after 5-7 years, scuffed hardwood floors, sometimes minor cleaning between tenants, worn toilet seats, re-keying or replacement of locks between tenants, blind replacement due to sun damage or paint flaking, caulking, gutter cleaning or any other preventative maintenance.

**9. COMPLIANCE WITH CODES.** a. At all times, Property is to be maintained in compliance with all County and municipal housing and property standards codes, including but not limited to maintenance condition and rent control/stabilization laws. If, at any time, repairs should become necessary to maintain compliance, Agent is authorized to cause such repairs to be made and to withhold the cost thereof from Owner's account, if sufficient, or Owner agrees to promptly reimburse Agent, upon request. Should Owner refuse to permit or to pay for any such repairs, Agent shall have the right to cancel this Agreement pursuant to Agreement Provision #6.

b. Except where caused by any negligent act or omission of Agent or Agent's employees, agents or contractors the Agent does not assume and is given no responsibility for compliance of any building on the Premises or any equipment therein with the requirements of any statute, ordinance, law or regulation of any governmental body of any public authority or official thereof having jurisdiction, except to notify the Owner promptly or forward to the Owner promptly any complaints, warnings, notices or summons received by it relating to such matters. The Owner represents that to the best of his knowledge the Premises and such equipment comply with all such requirements and authorizes the Agent to disclose the ownership of the Premises to any such officials and agrees to indemnify and hold harmless the Agent, its representatives, servants and employees, of and from all loss, cost, expense and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, statutes or regulations, except where caused by any negligent act or omission of Agent or Agent's employees, agents or contractors.

**10. WARRANTIES/SERVICE CONTRACTS/SERVICE PROVIDERS.** Owner Agrees to provide Agent with all current warranties on installed equipment and appliances and the names and phone numbers of any contractor(s)/trades people that Owner desires Agent to utilize as needed. Agent will call contractors/trades people requested whenever possible, but in no event will Agent be held liable should Agent fail to do so. Owner agrees that no contractor, whether employed by Owner or Agent, shall provide services to the Property unless the contractor is properly licensed and first produces an insurance certificate naming Agent as additional insured for liability purposes.

In the event there is a warranty, or Owner subsequently secures a warranty on the Property or any equipment therein, Agent will endeavor to utilize that warranty for repairs, but shall be under no obligation to place service calls through warranty companies. When possible, maintenance calls will be placed to owner's warranty provider. If Agent is unable to reach the warranty provider or the warranty provider cannot perform required work within a reasonable time, which will vary based on the urgency of the task, Agent shall be free to order repairs through its usual vendors and Owner agrees to accept responsibility for payment.

If Agent is required to expend any excessive time and phone calls trying to arrange Warranty Service over and above usual or ordinary time spent on maintenance calls, or required to advance funds for COD vendors, there will be a fee of **\$50.00**.

It shall be the Owner's responsibility to provide Agent with warranty contact information, account numbers and/or terms. If there is a service contract that provides for periodic maintenance, the Owner shall advise Agent when that maintenance is due.

**Any heating, air conditioning, electrical or plumbing issues** shall be treated as an emergency. Thus, if Owner's warranty provider or preferred contractor cannot or does not perform within a reasonable time, which may be deemed to be **only a few hours**, Agent shall be free to order necessary repairs through its own vendors in order to satisfy emergency needs.

**11. PAYMENTS ON BEHALF OF OWNER.** If the Owner requests and authorizes the agent to make recurring payments for the property of taxes, special assessments, any insurance premiums, condominium or association fee, or other recurring fees, Owner will keep his account with Agent funded, in advance, in an amount sufficient to cover the monthly payments. The Agent will not make payments on any trust or mortgage secured by said property. Owner further agrees to assume full responsibility for any late charges, collection costs, or foreclosure actions resulting from late payment or non-payment of any item under this agreement should Agent be unable to make said payment due to insufficient funds on hand, lack of income from property, or because of non-delivery or delay of mail or for any other reason beyond control of Agent. Owner expressly agrees that under no circumstances will Agent be expected nor obligated to advance or disburse any of its own money, or any money owed as compensation to Agent for its services hereunder for that purpose nor shall Agent be liable in any way for the default or any consequences thereof.

Agent may in its sole discretion make payments on above recurring fees in the event that there is a deficiency, but is under no obligation whatsoever to do so. Electronic posting of Owner's Monthly Statement to Owner by Agent shall be sufficient notice to Owner of balance on hand and the need for additional funds. It shall be the responsibility of the Owner to reimburse Agent within ten (10) days of notice of said payment; Owner expressly consents to payments being advanced and made by Agent. If reimbursement is not made to agent within the aforementioned 10-day period, then this Agreement may be terminated in the sole discretion of the Agent on the first day of the second month following the aforesaid payment, provided that prompt written notice of said termination is given to Owner.

In the event that the Owner, after having been given 10 days notice of monies advanced by Agent, fails to reimburse the Agent for said monies, Agent shall, at his sole option and discretion, charge 2% per month interest on said unpaid balance, as well as have the right to apply any of Owner's monies to pay said advancements and/or to pursue any legal and equitable remedies available under this agreement.

In the event of a dispute between Owner and Agent that arises out of or from this agreement, and Agent shall find it necessary to expend any monies in legally enforcing any provisions of this agreement, Owner agrees to be liable for such expenditures as allowed by law, including actual attorney's fees and court costs, so long as the Agent is the prevailing party in any legal dispute.

**12. BROKERAGE FEE.** In the event the property is sold to the tenant during the tenancy any renewal or extension thereof, or within 180 days after the termination of any tenancy, Owner agrees to recognize the Agent as the procuring cause of the sale and agrees to pay a brokerage fee equal to 4% of the sales price. Before the buyer and seller can proceed with a sales transaction, they must both sign consent for Dual Agency. Void if owner procures the tenant.

**13. EXCLUSIVE RIGHT TO SELL.** Because the efforts of the Agent in effectively managing the property described in this Agreement will enhance its value and contribute to its marketability and because the real estate license law of the State of Maryland requires that a licensee may not show a property for sale or negotiate a sale without having a written listing agreement on the property, and because the Agent may know of opportunities to sell the property and may wish to show and negotiate offers on the property when he feels that they may be in the best interest of the Owner, it is agreed that if the owner decides to sell or exchange said property during the period of this Agreement, or any extension thereof, the Agent shall have the EXCLUSIVE RIGHT TO SELL or exchange the property at a price and terms acceptable to the Owner and may accept a deposit therefor, and in case of such sale or exchange, the Owner agrees to pay agent a fee or a negotiated percentage of the sale or exchange price.

If Owner desires to list with another broker, Owner agrees to pay agent a fee equal to one month's rent in consideration for Agent's cooperation and help in working with the tenants and lease or so long as agent continues to manage the property after the tenants have vacated. If the management agreement is terminated, and the property is listed with another agent, there are no fees due, unless property is sold to tenant that was placed by agent, within 180 days of termination of said lease.

**14. MINISTERIAL ACTS.** Owner agrees that Agent may perform ministerial acts for Owner and Tenant. A ministerial act is an act that Agent performs on behalf of Owner or Tenant after the execution of a lease or rental application which assists the tenant to complete or fulfill a lease term; which does not involve discretion or the exercise of Agent's own judgment.

**15. LOCKBOX.** Authorization  is given  is not given to install a lock box on the door of said property for the convenience and use of any real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties. Owner agrees for himself, his heirs and assignee to completely indemnify, save and hold harmless said Agent and its brokers, salespeople, cooperating brokers, agents, and all above parties from any and all claim, loss or liability arising from the use of said lock box.

**THE AGENT AGREES TO THE FOLLOWING:**

**16.** The Agent covenants and agrees to use diligence in the management of said property during the period of this Agreement until termination of same, and to furnish the services of Professional Property Services, Ltd. for the leasing, rental, operation and management of the Owner's property.

**17.** The Agent agrees to use its best efforts to procure a suitable tenant for vacancies as they occur in the property in accordance with a schedule of rents agreed by the Owner and to endeavor to collect all rents which become due in accordance with the terms of any lease now in existence on the aforementioned property, or which might be executed in the future by the Agent for the Owner, exercising due diligence in this pursuit, but nothing in the agreement shall be construed as a guarantee by the agent of the payment of rents or other charges by the tenant. Agent shall keep accurate records of the receipts and expenditures for said property and furnish the Owner with such data from time to time as the owner may require. Each Owner may create a secure on-line portal where Agent will upload statements monthly. Agent will make disbursements by Automatic Cash Handling (ACH) to the Owner's designated bank account, monthly. In the event disbursement shall be in excess of the rents that are collected by the Agent, the Owner agrees to pay such excess promptly upon demand by Agent.

**18.** The Agent is directed to deposit promptly all security deposits received under newly executed leases in a federally insured Banking or Savings Institution in the State of Maryland within thirty (30) days of receipt of the deposit. This account shall be devoted exclusively to security deposits, labeled "Escrow Accounts", and shall bear interest as required by the annotated Code of Maryland, Real Property article, Section 8-203 (Security Deposits), and any interest earned may be retained by the Agent as compensation for administering accounting for the payment due tenant. Owner shall be responsible for the full payment of the interest due tenant required by law.

Upon expiration or termination of any lease, or in the event tenant(s) shall vacate the property prior to the expiration of the lease, Agent shall inspect the property for damages and shall determine, in the sole and exclusive judgment of Agent, the amount of deduction for damages to be applied against the rental security deposit pursuant to appropriate jurisdictional law and Owner hereby agrees to be bound by such determination made by Agent.

**19.** The Agent agrees to deposit all receipts collected for Owner (less any amount which the agent is authorized to deduct there from) in a trust or escrow account in a federally insured Banking or Savings Institution, separate from Agent's personal account. Agent shall not be held liable for any loss caused by the bankruptcy or failure of the bank or institution in which the Owner's funds are deposited. The Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Agent's bank. All payments from tenant shall be applied to tenant's oldest balance first unless such application is prohibited by law. Upon tenant's notice to vacate, Agent shall withhold Tenant's last month's rent to pay for expenses during vacancy, i.e. utilities, advertising.

**20.** The Agent shall use its best efforts to collect said rents as and when the same become due and payable without recourse to legal action. However, Agent has express authority to either represent the Owner or to hire an attorney or collection agency at no cost to the Agent to institute legal action in the name of the Owner or Agent, at the Owner's sole expense, for rental and other expense items due from tenant and/or for repossession of the property occupied by delinquent tenants or tenants in violation of lease covenants. When expedient and in the Owner's best interest, the Agent shall settle, compromise and release such actions or lawsuits or reinstate such covenants.

**21.** Prior to any tenant taking occupancy of the Property during the term of this Agreement, Agent shall accompany such tenant in the inspection of the Property and shall prepare, at the time of such inspection, a Property Condition Report for both the interior and exterior of the improvements of the Property. If, at any time during the term of this Agreement, a tenant vacates the Property, Agent shall inspect the Property and prepare, at the time of such inspection a Property Condition Report for both the interior and exterior of the improvements on the Property. Agent shall also, from time to time and as deemed necessary, inspect the exterior or interior of the property during the tenants' occupancy and during any period when the Property is vacant. Agent will also perform one full interior and exterior inspection annually. These inspections are included in the Property Management Fee. If any additional inspections are required, Owner will be charged a fee of \$50.00 per inspection.

**THE OWNER AGREES TO THE FOLLOWING:**

**22.** The Owner represents and warrants to Agent for the purposes and consideration herein set forth that they are the sole Owners of fee simple title to the property and/or is fully authorized to enter into this agreement as a binding enforceable agreement of the Owner's property. Owner has full right, power and authority to engage and appoint the Agent for purposes and consideration set forth and to enter into this agreement. Owner represents that the property is not currently subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit Agent from discharging its duties described herein. Owner agrees to keep all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full as required. Owner authorizes Agent to verify any and all information provided by Owner at Agent's discretion. Should Agent be notified that a foreclosure action has been initiated against the property then Owner authorizes Agent to freeze all of the Owner's funds related to that property and Agent will make no further disbursement to Owner. Owner will have 30 days to correct and make all obligations current. Should Owner fail to stop the foreclosure process, Owner authorizes Agent to release the Tenant from their rental agreement and all future rental payments, refund the security deposit to the Tenant, and deduct from Owner's funds on hand all amounts due to Agent and/or Tenant including, but not limited to, any refund to Tenant of pro-rated rents or expenses and all management fees and other fees as described within this Agreement.

**23. PENDING OR ACTUAL BANKRUPTCY/FORECLOSURE.** In the event Owner shall file for protection under the bankruptcy laws of the United States or in the event a lender shall file a Petition of Foreclosure against the Property, Owner shall immediately notify Agent in writing of such filing, and in such event, Agent, upon written notice to Owner, may elect to terminate this Agreement, such termination shall be effective upon receipt of written notice by Owner.

**24. HOLD HARMLESS/INSURANCE. a.** Except for sole gross negligence or willful misconduct of Agents, the Owner agrees to indemnify, defend, hold harmless, and save Agent, its officers, directors, partners, employees and agents, from any and all liability for any loss or damages or injury to persons or property arising out of the condition of the premises or the use thereof that is beyond the control of the Agent and from any expense in connection with any claim for damages, whether occurring during the term of this Agreement or after its termination. Owner will provide or otherwise authorize Agent to order, at Owners expense, an "Owner-Landlord-Tenant Liability" insurance policy, (not Owner occupied homeowner's policy), minimum coverage to be \$500,000.00, naming both Owner and Agent as insured parties, to save the Owner and the Agent harmless from any suit involving liability and the party obtaining such insurance shall provide the other party with a Certificate of Insurance for same, naming Agent as "additional insured" under the liability portion. In the event that the insurance certificate is not received by Agent within five (5) calendar days from the execution of this Agreement, Agent may obtain such insurance at Owner's expense. Owner shall obtain, at Owner's expense, a fire and casualty insurance policy to provide for adequate vandalism, malicious mischief and extended coverage insurance in the event that the Property becomes vacant. In the event Owner's insurance provider will not issue any coverage as provided in this paragraph, it shall be the duty of Owner to seek alternative coverage. Owner shall remain personally liable for damages to the Property which may occur.

**b.** Owner agrees to defend promptly and diligently, at Owner's expense, any claim, civil or criminal action proceeding, charge or prosecution made, instituted or maintained against Agent or Agent and Owner jointly or severally, arising out of the condition, management or use of the property, or acts or omissions of employees of Owners in connection therewith, or otherwise, and to hold harmless and fully indemnify Agent from any judgement, loss or settlement on account thereof. Agent shall not be liable for any willful neglect, abuse or damage to the premises by tenants, vandals, or others nor loss or damage to any personal property of Owner; Owner's failure or refusal for any reason to deliver possession of the property; any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due Owner; NSF checks from any source; any injury to person or property occurring on or about the property; or any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Agent. The forgoing indemnification shall survive the termination or expiration of this Agreement.

**25.** Owner is responsible for providing Agent with any and all association or management rules and regulations, and the Declaration of Covenants and Bylaws, where applicable, currently on file in the Depository of the Clerk of the County Circuit Court. If none are provided, agent is authorized to obtain same at Owner's expense. Owner grants agent the authority to communicate on Owner's behalf with the Homeowner's Association, governing the property, if applicable. The HOA governing this property is N/A.

**26.** Owner is responsible for providing Agent with all information regarding radon; lead based paint, asbestos or any other potentially hazardous substance or material in the premises. Owner agrees to comply with all current laws or regulations regarding same.

**27. PERSONAL POSSESSIONS.** Owner will remove all personal possessions from the property. If any items are left on premises, Owner agrees that Agent assumes no responsibility, liability or management for Owner's personal possessions left on the premises.

**28. OWNER CONTACT WITH TENANT(S).** Owner agrees and understands that if Owner has any contact with the tenant(s) in person, by

email, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the Owner will have to testify in person in Court. Agent strongly urges that all contact with tenant(s) be made by and through the Agent. Owner agrees that contact directly with the tenant(s) may be grounds for Agent terminating this Agreement.

**29. UTILITIES.** Owner is responsible for payment of all utilities. Owner hereby authorizes Agent to enter into contracts, in Owner's name and at Owner's expense, for electricity, gas, fuel, water, sewer, trash removal and other services to and for Owner's property, when same are not the tenant's responsibility or when the property is vacant. Owner understands and agrees that Agent shall not be liable for any outstanding utility charges against the property. Owner agrees that Agent may set up Service Agreements in Owner's name, but in care of Agent for Heating and Cooling Systems. Should utility companies refuse to acknowledge Agent's role then Owner will be responsible for utility communications.

**30. INDEPENDENT CONTRACTORS.** Owner covenants and agrees that any and all personnel required for the operation and maintenance of the premises shall be deemed independent contractors or employees of the Owner and not the Agent; that Agent may perform any of its duties through Owner's attorney, agents or employees or an attorney obtained by the Agent; and that the agent shall not be responsible for the acts, defaults or negligence of the tenant and/or employees or agents of the Owner, or any employees of independent contractors, if reasonable care has been exercised in their selection, appointment and retention.

**31. CONDITION OF PREMISES.** Owner warrants that the electrical, plumbing, heating and air conditioning and any other mechanical systems and related equipment, including kitchen and laundry appliances included as part of the leased premises, shall be in good operating condition at time of tenant's occupancy. Owner further agrees to have premises clean, freshly painted and carpets professionally shampooed and in Move-In condition at the time of tenant's occupancy. In the event that Agent and/or tenant finds equipment and premises not to be in good condition and/or below company standards, the Agent is authorized to have said equipment repaired and/or said condition remedied and to deduct the cost from Owner's funds. If said funds are not sufficient, Owner will promptly pay any bills for repairs presented or paid by Agent. If tenant refuses to take possession of the premises because of unacceptable condition, Agent shall not be held liable for any loss of rents due to condition of premises and tenant's refusal to rent. Owner agrees to be responsible for the cost of changing locks prior to any tenant taking occupancy. The Owner warrants that the property is in a sound and safe condition, complies with all applicable building and housing codes, and is suitable for occupancy.

Owner agrees that Agent will re-key each door lock after each tenancy at Owner's expense to avoid liability issues. Initial cost shall be \$50.00 plus actual cost of locks, and a re-keying charge at turnover of \$5.00 per lock. Owner will not be provided a copy of keys.

**32. SMOKE DETECTORS & CARBON MONOXIDE DETECTORS.** Owner has been advised that the State of Maryland, the County, and certain Municipalities within the County require, by law that smoke detectors be installed and in operating condition in accordance with such law prior to any change in occupancy of a dwelling unit. Owner may contact the County Department of Fire and Rescue, division of Fire Protection, or local municipal governments for information regarding the specific requirements of the Smoke Detector Ordinances and agrees to comply with these requirements.

Carbon monoxide detectors must be installed in any newly constructed dwelling unit built on or after January 1, 2008, and which relies on the combustion of fossil fuel for heat, ventilation, hot water or clothes dryer operation. Owner is advised that CO detectors shall be installed in ALL dwelling units which use fossil fuel (i.e. gas or oil) at owner's expense.

**33. LEAD-BASED PAINT.**

1. Applicable Law. If the property was constructed prior to 1978, Owner acknowledges that the provisions of the Federal Residential Lead-Based Paint Hazard Reduction Act of 1992 ("the Federal Act") will apply to the lease of the Property. In addition to the Federal law, the provisions of the Maryland Lead Poisoning Prevention Program ("the Maryland Program") will apply to the lease of the Property.

2. Representations of Owner. Owner warrants and represents to Agent that:

(i) The Property \_\_\_\_\_ was or \_\_\_\_\_ was not constructed prior to 1978. If constructed prior to 1978, both the Federal Act and Maryland Program will apply, effective January 1, 2015.

Initials \_\_\_\_\_  
Owner \_\_\_\_\_ Agent \_\_\_\_\_

(ii) The Property was constructed in and after 1978. Neither the Federal Act nor the Maryland Program will apply.

Initials \_\_\_\_\_  
Owner \_\_\_\_\_ Agent \_\_\_\_\_

3. Registration of Property under the Maryland Program. Owner represents and warrants to Agent that:

(i) If constructed prior to 1978, the Property has been registered with the Maryland Department of the Environment as required by the Maryland Program and Owner shall provide Agent with evidence satisfactory to Agent that the Property has been duly registered and all required registration and annual fees have been paid.

Initials \_\_\_\_\_  
Owner \_\_\_\_\_ Agent \_\_\_\_\_

4. Owner's and Agent's Compliance Requirements.

(i) If the Federal Act is applicable:

(a) Owner shall complete the attached Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form at the time of the execution of this Addendum.

(b) Agent shall provide the complete Disclosure of Information form and required EPA pamphlet ("Protect Your Family From Lead In Your Home") to Tenant(s) at the time a lease is signed or before occupancy, in the event of a verbal lease and shall provide additional copies of each to Tenant(s) every two years thereafter as required under the Federal Program.

(ii) If the Maryland Program is applicable:

(a) Owner shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees; costs and expenses; notice requirements and qualified offer requirements.

(b) Agent shall provide all current Tenants of the Property, if any, and all new Tenant(s) with the Notice of Tenant(s) Rights and the EPA brochure ("Protect Your Family From Lead In Your Home") required under the Program at the time a lease is signed or before occupancy, in the event of a verbal lease and shall provide additional copies of each to Tenant(s) every two (2) years thereafter as required under the Maryland Program.

5. Covenants of Owner During the term of this Agreement, Owner covenants and agrees to:

- I. Maintain the registration of the Property with the Maryland Department of the Environment (unless certified lead free by the Department) and to pay the required annual fee applicable to such registration.
- II. Satisfy the risk reduction standards required by the law each time that there has been a change in occupancy and ensure that the risk reduction standards have been satisfied before a new tenant occupies the Property.
- III. Provide Agent with copies of all written notices received from the Maryland Department of the Environment, local health authorities, tenants, third-persons on behalf of tenants, or any other person which relates, directly or indirectly to the presence of lead paint, lead poisoning or required risk reduction repairs or abatement.
- IV. Make no repairs or improvements to the Property, or allow the Tenant(s) to do so, except in strict accordance with the provisions of the Maryland Program and Federal Program.
- V. Maintain adequate liability insurance coverage for the benefit of the Property naming the Agent as an additional insured under such policy of insurance. Upon request, Owner shall provide Agent with a copy of such insurance policy.

6. Limitation of Agent's Undertaking Except as provided in Sub Section 3 of this Clause, Agent shall have no further obligation, responsibility or legal liability in connection with any of the requirements as provided under the Federal Act or in the Maryland Program. Owner understands and acknowledges that Agent is neither authorized to act on behalf of Owner, nor does Agent assume any responsibility or obligation to do so in connection with Owner's duties under the Federal Act or the Maryland Program.

7. Indemnification of Agent Owner does for Owner, Owner's heirs, personal representatives and assigns, release, indemnify, acquit, exonerate, discharge and hold harmless Agent and all of the stockholders, partners, officers, agents and employees of Agent of and from all and every manner of action and actions, causes of actions, suits, debts, dues, sums of money, costs, including reasonable attorneys' fees, accounts, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, directly or indirectly, at law or in equity, for any failure of Owner to perform or satisfy any of the requirements or provisions of the Federal Act or the Maryland Program; Agent's management of the Property; or any allegations of lead paint poisoning. The forgoing indemnification shall survive the termination or expiration of this Agreement.

8. Renovation/Repair/Painting of Property

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, contractor(s) engaged by the Owner to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair and painting projects that may disturb lead-based paint. Before and during any renovation, repair or painting project on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Should Owner personally perform any renovation, repair or painting project which might disturb lead-based paint in pre-1978 rental housing, owner must also be certified by the EPA prior to such renovation, repair or painting and conduct all renovation, repair or painting in accordance with the EPA lead-safe work practices and the RRP.

Agent, on behalf of Owner, shall not pay, from funds held by Agent, monies to any contractor(s) hired by Owner to renovate, repair or paint pre-1978 rental housing unless Owner provides to Agent written evidence, satisfactory to Agent, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP.

For detailed information regarding the RRP, Owner should visit [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm).

Owner acknowledges that Owner has read and understands the provisions of this Section. Owner's Initials \_\_\_\_/\_\_\_\_

**34. TERMS.** The terms of this Property Management and Exclusive Rental Agreement shall survive the execution and delivery of any Lease herein referenced and shall not be merged therein.

**35. MISCELLANEOUS.** a. The terms and provisions of this Agreement shall be construed and interpreted pursuant to the laws of the state of Maryland. If any provision is deemed invalid within this Agreement, it shall not affect the remaining provisions as stated herein which shall be deemed valid and enforceable.

- b. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.
- c. The paragraph headings appearing in this Agreement 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 or intent of the paragraphs to which they appertain.
- d. After the initial term of this Agreement, Agent may change the terms under which Agent is willing to provide service in the future under this Agreement as laws and ways to doing business change, but only by giving at least 30-days written notice to owner.

**36. RENTAL LICENSE.** Owner is responsible for obtaining and timely renewing a rental facility license, if any, as required by local county law or any municipality requiring a rental license. Owner agrees to indemnify and hold Agent harmless from any liability for damages or loss arising out of Owner's failure to maintain any required rental facility licenses. Owner will provide Agent with a copy of the current rental facility license at time of execution of this Agreement or as soon as the license is obtained, whichever first occurs.

Property is currently licensed  Yes  No  
Agent should obtain license at owner's expense  Yes  No  
Owner's Initials \_\_\_\_\_/\_\_\_\_\_

**37. NOTICES.** Notices required to be given to Owner by this Agreement shall be in writing and effective as of the date on which such notice is delivered to the last known address of the Owner or when mailed to Owner's address as shown on this Agreement. Notices required to be given to Agent by this Agreement shall be in writing and effective as of the date on which such notice is delivered to the address of the Agent as shown on this Agreement or mailed to the Agent at the address as shown on the Agreement.

**38.** The Owner has authorized and executed this Agreement, and no additional approval or signatures from any lender, Homeowner's Association, Condominium Council or any other party are necessary to make this Agreement the legally binding obligation of the Owner.

**39.** This Agreement shall be construed as having been entered into for business and commercial purposes.

**40.** This Agreement is entered into and made with complete understanding, accord, and without reservation and shall be binding upon any Successors, assigns, executors or heirs of the parties hereto.

**41. ADDENDUM.** Any addendum(s) attached hereto are made a part hereof and incorporated herein.  
Addendum Attached  Yes  No: Owner's Confidential Data Sheet,  
Eviction Protection Program, Filter Exchange Program (optional)  
Financial Condition of Property Disclosure Addendum

**42. ADDITIONAL PROVISIONS.** Further Provisions and Additions Hereto: Management Company offers an optional Eviction Protection Program (addendum attached). If owner chooses not to participate in this program, a fee of \$25.00 will be charged for each time court papers are filed for failure to pay rent. If agent appears in court on behalf of owner, an additional fee of \$50.00 will be charged to owner.

**ADDITIONAL PARAGRAPHS NUMBERED 1 THROUGH 35 SET FORTH ELSEWHERE HEREIN ARE INCORPORATED AND MADE A PART HEREOF AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE READ SAID PARAGRAPHS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Professional Property Services, Ltd. REALTOR®  
By: \_\_\_\_\_ Agent  
P. O. Box 389  
Myersville, MD 21773-0389  
(301) 293-3635 or (240) 818-2573 (Emergency)  
angela@propropertieservices.com

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Owner  
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Owner  
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Address  
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Owner's Social Security # \_\_\_\_\_