

MARYLAND RESIDENTIAL LEASE

USE ONLY FOR IMPROVED REAL PROPERTY CONTAINING ONE, TWO OR THREE SINGLE FAMILY RESIDENTIAL DWELLING UNITS
THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

LEASING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT ID: _____

LEASING ASSOCIATE: _____ PHONE: _____ E-MAIL: _____

ACTING AS: OWNER'S AGENT (WHETHER COOPERATING AGENT OR OWNER AGENT) - OR
 EXCLUSIVE TENANT'S AGENT - OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

IN COOPERATION WITH

LISTING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT ID: _____

LISTING ASSOCIATE: _____ PHONE: _____ E-MAIL: _____

ACTING AS LISTING BROKER AND OWNER'S AGENT - OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

OWNER: _____

OWNER, AS USED HEREIN, SHALL INCLUDE OWNER'S AUTHORIZED REPRESENTATIVE.

TENANT: _____

LEASED PROPERTY ADDRESS ("THE PROPERTY"): _____

DATE OF LEASE OFFER: _____

1. INITIAL LEASE TERM: Owner leases to Tenant and Tenant leases from Owner the Property for the term of _____ year(s) or month(s) commencing on the _____ day of _____ (mo./yr.) and ending on the _____ day of _____ (mo./yr.) (the "Initial Term"), 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.

2. RENEWAL OF LEASE TERMS (Initial one selection):

_____/_____/_____/_____ **NONE.** Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.

_____/_____/_____/_____ **MONTH-TO-MONTH:** This Lease shall continue in force from month to month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the initial Term by giving written notice to the other party at least ninety (90) days prior to end of the Initial Term. Either party may terminate the month-to-month lease at the end of any rental month, provided that written notice is given to the other party at least thirty (30) days prior to the last day of the desired final rental month of the tenancy. **NOTE:** In Baltimore City at least sixty (60) days notice must be given; i.e., either party may terminate the month-to-month lease at the end of any rental month provided that written notice is given to the other party at least sixty (60) days prior to the last day of the desired final rental month of the tenancy.

_____/_____/_____/_____ **YEAR-TO-YEAR:** This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least ninety (90) days prior to end of the initial or renewal term. **NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOMES EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY OF THE NOTICE.**

3. 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 Owner, Owner will provide a receipt containing the security deposit provisions required by law.*

• Security Deposit Amount: _____ Dollars (\$ _____)

Property _____

4. 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 _____ (_____) 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 Owner from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a \$ _____ charge to Owner as additional rent. 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 Owner on demand. Owner shall have the same remedies for the collection of such charges and fees as Owner has for the non-payment of rent.

5. OWNER LEGAL RIGHTS: If Tenant shall fail to pay the rent or any additional rent as herein provided, within _____ (_____) 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, Owner 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 Owner at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Owner of any available action by Owner 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 Owner prior to or subsequent to such termination and/or recovery of possession.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: _____

Tenant, by Tenant's signature, represents and warrants to Owner that neither Tenant nor any person(s) identified in this Paragraph 6 has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Owner on the Application For Tenancy Form, as signed by Tenant.

7. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Owner 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.

8. 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. _____ Tenant's Initials

9. SMOKE DETECTOR INSTALLATION AND MAINTENANCE: (a) Tenant acknowledges that Landlord has installed one or more smoke detectors in accordance with §9-102 of the Public Safety Article of the Annotated Code of Maryland. (b) If this lease pertains to a property located in Baltimore County, Tenant also acknowledges that Owner has installed one or more smoke detectors in accordance with §§ 14-2-201 of the Baltimore County Code. (c) If this lease pertains to property located in Baltimore City, Tenant also acknowledges that Owner has installed one or more smoke detectors in accordance with Part VIII, Section 907 of the Building, Fire and Related Codes of Baltimore City. (d) Tenant further acknowledges that with respect to any smoke detector installed in accordance with state or local law, said detector(s) 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 Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner 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 Owner 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 Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies for the collection of such costs as Owner has for nonpayment of rent.

10. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE: (a) Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors as follows: (b) If this lease pertains to a property located in Baltimore County, in accordance with §35-5-213.1 of the Baltimore County Code. (c) If this lease pertains to property located in Baltimore City, in accordance with Part II, §1211 Section 907 of the Building, Fire and Related Codes of Baltimore City. (d) Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) 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 Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner 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 Owner 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 Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies for the collection of such costs as Owner has for nonpayment of rent.

I hereby certify that I am an adult and that I have received from the Owner or the Owner's Authorized Representative written information concerning the manufacturer's recommendation for maintenance and testing of the detector(s).

Relationship to Legal Occupant

Property

11. 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 Owner's prior written consent. Two (2) keys will be furnished to the Tenant and any additional keys required will be obtained from Owner and paid for by Tenant. Duplicate key(s) will not be made without Owner's prior written consent. All keys will be returned by Tenant to Owner upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Owner, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.

12. 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.

13. OWNER/TENANT LIABILITY: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Owner shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Owner, or to hold Owner harmless, or to exonerate Owner 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 Owner on or about those areas which are not within Tenant's exclusive control.

14. TENANT INDEMNIFIES OWNER: Tenant shall indemnify and hold Owner 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, or family member of Tenant.

15. OWNER'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Owner and Owner's agents and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease or which Owner otherwise deems necessary or appropriate. For a period of ninety (90) days prior to the expiration of the Initial Term, or any renewal thereof, Owner and Owner's agents shall have the right, at reasonable times, 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.

16. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Owner at the end of the Initial Term, or any renewal thereof, 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 in a broom clean condition.

17. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Owner 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 Owner; (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rental; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

18. 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 Owner, which consent may be withheld in the Owner's sole and absolute discretion. Any assignment or subletting without Owner's prior written consent shall be null and void and of no effect. Owner 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.

19. TENANT'S AND OWNER'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 Owner, 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 Owner elects to repair the damage to the Property, then Owner 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.

20. TENANT'S AND OWNER'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 Owner 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 Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

21. INSPECTIONS: Tenant acknowledges that Owner has the right to be present at any and all inspections in and about the Property, and agrees to notify Owner prior to any inspection.

Property

22. 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.

23. TENANT'S RESTRICTIONS CONCERNING TRASH: 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 before scheduled pickup.

24. TENANT AND OWNER AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner'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, Owner 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.

25. TENANT AND OWNER AGREEMENT FOR REPAIRS: If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner 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 Owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility.

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

27. 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; (b) any and all damages, costs and/or expenses which the Owner 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, 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 Owner shall have the same remedies for the collection of such payments as Owner has for non-payment of rent under this Lease.

28. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

29. OWNER DOES NOT WAIVE LEGAL RIGHTS: The failure of Owner 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 Owner of such term or condition or an election for future instances.

30. 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 Owner and Tenant.

31. CONTROLLING LAW: 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.

32. REAL ESTATE BROKER LEGAL LIMITATIONS: Owner and Tenant understand and acknowledge that Broker and Broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and Broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by Broker or any agent, subagent, or employee of Broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Owner and Tenant resulting in Broker or Broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Owner and Tenant, jointly and severally, agree to indemnify Broker and Broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by Broker or Broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against Broker or Broker's agents, subagents, or employees for any wrongdoing.

33. 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 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.

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 or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Owner 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 (3) 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.

34. WATER/MOISTURE/MOLD: Tenant shall promptly notify Owner 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 unit(s), 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 take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Owner promptly in the event mold of any type is observed within the leased premises.

Upon notification from Tenant, Owner, at Owner'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 Owner, to remediate and repair such water damage and removal of mold.

Tenant's Initials

Tenant's Initials

35. TENANT'S RESTRICTIONS ON CHANGES TO THE PROPERTY: Tenant shall not make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Owner's written consent.

36. TENANT AND OWNER MAY MEDIATE DISPUTES: In the event a dispute between Owner and Tenant arises out of or from this Lease, Owner and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS, the Maryland Association of REALTORS, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Owner 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 Owner. 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.

37. 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

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

PROPERTY _____

Additional Inclusions: _____

Exclusions: _____

38. UTILITIES AGREEMENT: The obligations of Owner and Tenant with respect to the provision of utilities shall be as follows:

UTILITY	FURNISHED AT COST OF:		UTILITY	FURNISHED AT COST OF:	
a. Heating Fuel	Owner _____	Tenant _____	e. Cold Water/Sewer	Owner _____	Tenant _____
b. Cooking Fuel	Owner _____	Tenant _____	f. Cable TV	Owner _____	Tenant _____
c. Electricity	Owner _____	Tenant _____	g. _____	Owner _____	Tenant _____
d. Heating of Water	Owner _____	Tenant _____	h. _____	Owner _____	Tenant _____

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. 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 Owner may, in Owner'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 Owner on demand. Owner shall have the same remedies for the collection of such utility costs as Owner has for the non-payment of rent under this Lease.

39. MAINTENANCE AND REPAIRS: (a) Owner shall maintain, and/or repair/replace (if necessary in Owner'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, or family members. Tenant agrees to promptly notify Owner of any condition which is the obligation of Owner to repair or replace.

(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, window treatments, light fixtures, appliances, 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, Owner, in Owner'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 Owner on demand. Owner shall have the same remedies for the collection of such costs as Owner has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

(c) If the Property is part of a multi-unit building, Tenant shall also be liable to Owner 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 Property, or Tenant's agents, servants, employees, invitees, 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 Owner on demand. Owner shall have the same remedies for collection of such costs as Owner has for the non-payment of rent under this Lease.

(d) Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows: _____

40. TENANT'S RESTRICTIONS CONCERNING PETS: NO PETS may be kept on the Property without the prior written permission of the Owner. If pets are allowed, an addendum containing PET provisions must be attached to this Lease.

41. TENANT'S AND OWNER'S DELIVERY OF NOTICES: All notices required to be given by Owner to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Owner of any portion of the security deposit shall be mailed by Owner 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 Owner, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)

Name _____ ρ Owner ρ Property Manager
Address _____ Phone _____

Property _____

42. AGENTS OF OWNER AND TENANT: Owner and Tenant each confirm that disclosure of the agency relationships as described in this Lease conforms with the agency relationships previously agreed upon in writing. Owner recognizes _____ as the Broker negotiating this Lease and agrees to pay said Broker a brokerage fee for services rendered in the amount provided for in the Listing Contract. In the event of the purchase of the property by Tenant or any agent or assign of Tenant during the initial Term of this Lease, or any renewal, Owner agrees to pay to Broker a brokerage fee in the amount of _____% of the purchase price.

43. 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. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner’s actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner’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 Owner will have the option to participate in the liability limitation portion of the Maryland Program.

Age Classification of Property: Owner represents and warrants to Tenant(s), broker(s), broker(s)’ agents and subagents, 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 Owner’s option.**
- **Age Classification Unknown** (*initial, if applicable*)
 _____ Owner is uncertain as to age classification; therefore, Owner 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.

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 understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner 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

44. TENANT ACCEPTS PROPERTY: Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing below.

45. “TIME IS OF THE ESSENCE” SHALL APPLY TO THIS LEASE.

46. ADDITIONAL PROVISIONS:

Property _____

47. ADDENDUM(S) ATTACHED CONCERNING _____

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

Tenant

Date

SEAL

Tenant

Date

SEAL

Owner/Authorized Representative

Date

SEAL

Owner/Authorized Representative

Date

SEAL

For convenience of Owner and Tenant a SECURITY DEPOSIT RECEIPT is printed on the next page



SECURITY DEPOSIT RECEIPT



DATE OF LEASE OFFER _____

OWNER/LANDLORD _____

TENANT _____

LEASED PROPERTY ADDRESS (THE "PROPERTY") _____

Owner and Tenant have entered into a Lease dated the ___ day of _____, _____, for the rental of Property. Owner hereby acknowledges receipt from Tenant of the sum of _____ Dollars(\$ _____) in the form of _____ as a security deposit in connection with the Lease to protect Owner 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 Owner), and for damages to the Property, common areas, major appliances and furnishings, if any, caused by Tenant, or any agent, employee, invitee 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 Owner 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 Owner'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, Owner 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 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 Owner withholds all or any portion of the security deposit for unpaid rent or for damages as provided, Owner, 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 Owner, 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 Owner within fifteen (15) days of the Tenant's occupancy of the Property.

Tenant has the right to be present when Owner inspects the Property in order to determine if any damage was done to the Property, if the Tenant notifies the Owner 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, Owner 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 Owner. Owner 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 Owner within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Owner, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

In the event Owner fails to comply with the provisions of Maryland law applicable to residential security deposits, Owner may be liable to Tenant for a penalty of up to three (3) times the amount of the security deposit withheld by Owner, plus reasonable attorney's fees. Owner, 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 Owner of this Lease, Owner shall have the right to transfer the security deposit to the transferee and Owner 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 sublessee, the security deposit shall be deemed to be held by Owner as a deposit made by the assignee or sublessee and Owner 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 Owner to Tenant.

_____	SEAL	_____	SEAL
Tenant	Date	Tenant	Date
_____	SEAL	_____	SEAL
Owner/Authorized Representative	Date	Owner/Authorized Representative	Date

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