

## MARYLAND RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Lessor: \_\_\_\_\_ (hereinafter referred to as "Landlord"), and the Lessee(s): \_\_\_\_\_. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

**1. GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in the state of Maryland with the address of:

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**2. NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

**3. TERM OF LEASE:** This Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and extend until its **expiration** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless renewed or extended pursuant to terms herein.

**4. SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is entitled to interest on the security deposit in accordance with the provisions of the laws of the state of Maryland. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

Landlord shall refund a security deposit to the tenant on or before the 45th day after the date the tenant surrenders the premises. Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease. The landlord may not retain any portion of a security deposit to cover normal wear and tear. If the landlord retains all or part of a security deposit under this section, the landlord shall give to the tenant the balance of the security deposit, if any, together with an itemized list of all deductions. The landlord is not required to give the tenant a description and itemized list of deductions if (1) the tenant owes rent when he surrenders possession of the premises and (2) there is no controversy concerning the amount of rent owed.

The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a forwarding address for the purpose of refunding the security deposit. The 45 day period following Lease Expiration does not commence until ALL keys have been returned.

**5. RENT PAYMENTS:** Tenant agrees to pay unto the Landlord during the term of this Lease total rent in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_). Rental payments are to be made in equal monthly installments of (\$ \_\_\_\_\_), said installment for each month being due and payable on or before the 1st day of the month.

Tenant agrees that if rent is not paid in full on or before the 10th day of the month, Tenant will pay a late charge equal to **5% of the monthly rent** as allowed by applicable Maryland law assessed on the 11<sup>th</sup> day of the month.

Initial payment of (\$ \_\_\_\_\_) is due upon move-in through one of the following means:

1. Auto Debit – must be performed 3 business days prior to move-in date
2. Cashier's Check at time of move-in
3. Money Order at time of move-in

Move-in Fee: A Move-in Fee of (\$ \_\_\_\_\_) is due on the first day of the lease.

Tenant agrees to pay rent in lawful U.S. money. Rent will be paid through **ACH Direct Debit** beginning \_\_\_\_\_.

All notices from Tenant to Landlord under this Lease and applicable Maryland law shall be delivered to the address: \_\_\_\_\_.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

**6. CONSEQUENCES OF BREACH BY TENANT:** If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and state that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied within a reasonable time not in excess of thirty (30) days; the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

(a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;

(b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6)

months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is **nonpayment of rent**, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a seven (7) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the seven (7) day notice period.

Furthermore, the Tenant may be terminated with three (3) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable Maryland law that materially affects health and safety, and the violation is not cured prior to the expiration of the three day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

**7. DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Maryland law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

**8. UTILITIES:** Landlord will provide and pay for the following utilities (check those that apply):  
 Electric,  Telephone,  Gas - Heat  Gas - Appliances  Cable/Internet,  Water & Sewer.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Tenant shall use reasonable care in conservation of utilities not chargeable to the Tenant. Tenant will not bring into use any articles in the premises that will overload the gas, electric, or water capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to the Landlord.

**9. NOTICE OF INTENT TO SURRENDER:** Any other provision of this lease to the contrary notwithstanding, at least sixty (60) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not given, the Tenant shall become a month-to-month tenant as defined by applicable Maryland law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant. Tenant acknowledges they are rent

responsible for 60 days after Notice to Vacate is received.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a sixty (60) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

**10. OBLIGATIONS AND DUTIES OF LANDLORD:** Landlord shall:

- (a) Comply with the requirements of MD building and housing code materially affecting health and safety;
- (b) Maintain the dwelling unit, its plumbing and heating system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing and heating system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

**11. OBLIGATIONS AND DUTIES OF TENANT:** Tenant shall:

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- (c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits; This includes making sure a drain cover is properly placed over each shower drain to prevent clogging of the main line. In the event the shower becomes backed up and it is discovered no drain cover was in place, tenant assumes responsibility of costs to unclog and repair the drain as determined by a professional Plumber;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- (f) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
- (g) Inform the Landlord of any condition of which he has actual knowledge which may cause damage to the premises;
- (h) To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;

- (j) Not smoke or permit others to smoke in the premises;
- (k) Not utilize any portable heating/cooling mechanism upon the leased premises without the Landlords permission.
- (l) Not engage in any activity creating excessive noise disturbances upon the leased premises;
- (m) Check forced air furnace and air conditioning filters monthly and replace when necessary to prevent damage. Any repairs resulting from clogged filters will be the tenants responsibility.
- (n) Replace all light bulbs and fuses when necessary;
- (o) Test all smoke detectors monthly and report any malfunctions to Landlord immediately;
- (p) Promptly remove any snow and ice as necessary in front of the property and on walkways;
- (q) Properly maintain exterior of unit by removing leaves, sticks and other debris that accumulates on and around the unit including exterior gutters drains and downspouts.
- (r) Keep all trees, lawn, vines, plants and shrubbery well trimmed and in good condition.
- (s) Ensure the home is professionally cleaned at move-out or allow Landlord to schedule cleaning and deduct from Security Deposit. If the home is not returned in the same condition it was received minus normal wear and tear, fines will be assessed from the Security Deposit on file.

**12. KEYS:** Each tenant over the age of 18 will be provided a set of keys to the unit upon the first day of the Lease Agreement. Please do not make copies of the key without the express consent of the Landlord. Please do not provide a copy of the key to third persons without the express consent of the Landlord. All keys to the unit are to be returned to the Landlord at the expiration of the Lease. If Tenants fail to return all copies of the keys at the expiration of the lease, a \$ \_\_\_\_\_ fine per set of keys not returned will be deducted from Tenants' security deposit. Tenant acknowledges that all additional keys purchased by tenant for said premise will be returned to Landlord at the time of move-out.

In the event the locks are changed by Tenant, Landlord should be notified immediately and receive a copy of the new key within 3 business days.

**Mail Box Key:** One (1) mailbox key for your unit will be provided to Tenants upon execution of this lease agreement. The mailbox key shall be returned to the Landlord at the expiration of the Lease. Failure to return the mailbox key will result in a \$ \_\_\_\_\_ assessment against Tenants' security deposit.

**Mailbox No.** \_\_\_\_\_

**Parking Space:** The parking space for the unit is number \_\_\_\_\_.

**13. NO ASSIGNMENT OR SUBLET:** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sublet by Tenant without the prior consent of Landlord. Tenant shall provide Landlord with 60 days notice of intent to Sublet, will be responsible for finding a suitable Subletter and be responsible for continuing payment of rent in the event the Subletter fails to make payment.

**14. TENANT INSURANCE:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages. Tenants are not covered by Landlord's insurance for any loss or damage to personal property belonging to tenant due to fire, burglary, water damage, or other occurrence, nor for liability or medical payments.

**15. CONDITION OF LEASED PREMISES:** It is agreed that tenant shall within five days of occupancy give landlord or agent prompt notice in writing of any defects, leaks or breakage in the structure, equipment or fixtures of said premises, including damage by fires, storm and flood, as tenant will be held liable for all damages attributable to such unreported conditions.

Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

**16. ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

**17. NO ILLEGAL USE:** Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

**18. NOTICE OF INJURIES:** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

**19. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and

subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

**20. DELAY IN REPAIRS:** Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

**21. ABANDONMENT:** Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of fourteen (14) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Maryland law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Maryland law, and terminate this Lease without notice to Tenant.

**22. NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the leased premises for fourteen (14) or more consecutive days, written notice of such should be served to Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

**23. POSSESSION OF PREMISES:** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.

**24. MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant(s) on the Application to Rent are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

**25. MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

**26. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Maryland law.

**27. SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

**28. NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter

to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

**29. ATTORNEY FEES:** In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

**30. HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

**31. DESTRUCTION OF PREMISES:** In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

**32. EMINENT DOMAIN:** In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

**33. LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable Maryland law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

**34 Two-Year Lease Offer.** Montgomery County law requires landlords, unless there is a reasonable cause otherwise, to offer all prospective tenants lease agreements for initial terms of two (2) years. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this lease, the Tenant hereby acknowledges that: (initial and date one of the following options)

\_\_\_ \_\_\_ a. I was offered and accepted a two-year lease term by the landlord.

\_\_\_ \_\_\_ b. I was offered but rejected a two-year lease term by the landlord.

\_\_\_ \_\_\_ c. I received a copy of a written statement in which the landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Commission on Landlord-Tenant Affairs, 100 Maryland Avenue, 4<sup>th</sup> Floor, Rockville, Maryland 20850, (240) 777-3600

**35. Eviction Assistance.** When giving Tenant a notice of past-due rent, issuing a written quit and vacate notice, or beginning any judicial proceeding to regain the lease premises, the Landlord must notify the Tenant that general information and assistance regarding evictions is available from the Montgomery County Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs, 100 Maryland Avenue, 4<sup>th</sup> Floor, Rockville, Maryland 20850, (240) 777-3600.

**36. GOVERNING LAW:** This Lease is governed by the statutes and case law of Maryland.

**37. ADDITIONAL PROVISIONS:**

**SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:**

**LANDLORD:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_