## LEASE AGREEMENT

THIS LEASE A	AGREEMENT ("Lease"), made this	day of	, 20	, by and between ("Landlord(s)"),
whose address is: and				
("Tenant(s)"), who	ose address is			

In consideration of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1.	REAL PROPERTY AND TERM OF OCCUPANO	CY. Landlord hereby leases to Tenant
		(hereinafter the "Premises"),
for the term of	months commencing at noon on	, and expiring at 11:59 a.m.
on	(the "Term").	

2. <u>USE OF PREMISES</u>. The Premises will be used by Tenant as a private Residential dwelling and for the Tenant and Tenant's children and no other purpose. The Premises will be occupied by no persons other than persons who have signed this Lease as Tenant and such persons' children under the age of 18. Tenant and Tenant's children under the age of 18 are identified below.

NAME	AGE	and BIRTH DATE	

3. <u>RENT</u>. Tenant agrees to pay as rent (the "Rent") the total sum of \_\_\_\_\_\_\_, due and payable in advance, without notice, demand, or offset, in monthly installments of \_\_\_\_\_\_\_, as follows: If the Term begins on a day other than the first day of a calendar month, Rent for the first month shall be prorated according to the number of days during which the Tenant will occupy the Premises during such month. If the Term ends on a day other than the last day of a calendar month, Rent for the last month shall be prorated according to the total number of days during which the Tenant will occupy the Premises during such month.

Rent for the first month is due when Tenant signs this Lease. Rent for each month thereafter shall be due on the first day of such month. Rent shall be paid to \_\_\_\_\_\_ at

, or at such other place as Landlord may from

time to time designate in writing.

Please initial: Landlord \_\_\_\_\_

If Rent is not received before the 6th day of a calendar month, Tenant shall pay as additional rent a late fee of \_\_\_\_\_\_ for each such month. The purpose of this late fee is to compensate Landlord for the expense of processing a delinquent account.

All Rent payments shall be applied first to past due Rent and other charges owing under this Lease. The remaining portion of such payments, if any, shall be applied to current Rent.

If there are two or more persons constituting Tenant, Landlord shall have the option of requiring one check, cashier's check or money order for each monthly installment of Rent. Failure to pay the Rent pursuant to the terms of this Lease is a default under this Lease.

4. <u>BAD CHECKS</u>. Tenant agrees to pay as additional rent a charge of for each check returned for insufficient funds. This charge will be in addition to any late fee that may be due. If any of Tenant's checks are returned to Landlord for insufficient funds, Landlord shall thereafter at any time have the option of requiring that all subsequent rent payments for the remainder of the term be made in cash, or by cashier's check, certified check or money order.

5. <u>SECURITY DEPOSIT</u>. Tenant agrees to pay the sum of \_\_\_\_\_\_ as a security deposit. This sum is due when Tenant signs this Lease. The Security Deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease. During the Term, until 30 days prior to the termination or expiration of this Lease, if Landlord determines that any deduction is to be made from the Security Deposit for charges arising under this Lease or by law, Landlord will give written notice to Tenant of such deduction and the reason for such deduction within 30 days of the date on which Landlord makes such deduction. Tenant agrees to pay Landlord such sums as may be necessary to restore the Security Deposit to the amount set forth above.

6. <u>PETS</u>. No dogs, cats or other animals shall be kept in or about the Premises by Tenant or Tenant's guests without Landlord's prior written consent, which may be withheld in the Landlord's sole and absolute discretion.

7. <u>UTILITIES</u>. Landlord agrees to provide, at Landlord's expense, the following equipment: Refrigerator, Range with Oven, \_\_\_\_\_\_, and Tenant agrees to provide, at Tenant's expense, the following utilities: electricity, water, sewer, telephone, cable, garbage removal, and security system professional monitoring.

8. <u>ALTERATIONS AND IMPROVEMENTS</u>. Tenant agrees that no changes, alterations, installations, repairs or decorations (including application of paint, stain and other finishes) ("Improvements") shall be done or made without Landlord's written consent, which consent shall not unreasonably be withheld. Unless the Landlord otherwise advises the Tenant in writing at the Premises at least ten (10) days before the expiration or termination of the Lease all Improvements whether installed with or without Landlord's written consent by Tenant shall be left in the Premises and Tenant has no right to remove them. The Landlord reserves the right to require the Tenant to remove some or all of the Improvements and restore the Premises after their removal. In the event that Landlord exercises its right to have some or all of the Improvements removed, Landlord will notify the Tenant in writing at the Premises which Improvements are to be removed and which are to remain at least ten (10) days prior to the expiration or termination of this Lease and Tenant shall remove them at Tenant's expense. The Landlord may, if Tenant fails to comply with this paragraph, remove some or all of the Improvements at Tenant's expense and

deduct such costs against the Security Deposit, and in the event that the Security Deposit is not sufficient to cover the damages and cost of removal the Landlord has the right to sue Tenant for such additional sums.

9. <u>INSPECTIONS AND ACCESS</u>. Landlord and its representatives may enter the Premises to make inspections, repairs, decorations, alterations or improvements, and to show the Premises to prospective tenants, purchasers, mortgagees, workers and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon. Except in the case of an emergency or in the event that the giving of notice is impractical or impossible, Landlord shall give Tenant reasonable notice of Landlord's intent to enter and shall enter the Premises only at reasonable times.

10. <u>COVENANTS BY LANDLORD</u>. Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances, in good and safe working condition.

11. <u>COVENANTS BY TENANT</u>. Tenant covenants and agrees to (a) abide by all Landlord rules and regulations; (b) keep the Premises clean and safe; (c) use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; and (d) conduct himself or herself, and their children and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors. Tenant shall not (a) intentionally or negligently destroy, damage or remove any part of the Premises, (b) permit any person to intentionally or negligently destroy, damage or remove any part of the Premises, or (c) dispose of any paint, waste tires, petroleum or petroleum-based products, or pesticides or insecticides on the Premises.

Tenant covenants and agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures, including (a) replacement of light bulbs, fuses, faucet washers, furnace and air conditioning filters; (b) clearing or thawing clogged or frozen pipes, toilets and drains; (c) caulking around tubs and showers; (d) replacement of broken locks, glass, screens, plaster, floor coverings, light fixtures and other equipment, (e) mowing of grass, raking of leaves, removal of snow and ice from all walks, steps and drives, (f) cleaning of gutters, downspouts and drains, and (g) clearing the front and back steps as well the walkways leading to the house of snow and ice. All of the above responsibilities are reflected and accounted for in the monthly rent amount.

Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in the condition the Tenant received the Premises except for Reasonable Wear. Tenant agrees to pay for all repairs and cleaning required as a result of extraordinary wear and tear.

During the Term, Tenant shall give Landlord prompt written notice of any defects in or damage to the Premises, and all equipment, appliances and fixtures. In the event that further damage occurs between the time that Tenant discovers a defect and the time that Tenant notifies Landlord of such defect, Tenant shall pay the cost to repair such damage, unless such damage could not have been avoided had Tenant promptly notified Landlord of the defect.

Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by (a) Tenant, (b) any guest of Tenant, or (c) other persons on the Premises with Tenant's consent, whether such persons are known by Tenant or not.

12. <u>TENANT TO CLEAN PREMISES WHEN LEASE ENDS</u>. Upon the termination or expiration of this Lease, Tenant shall remove all personal property from the Premises and deliver possession of the

Please initial: Landlord \_\_\_\_\_ Tenant

Premises, in the condition the Tenant received the Premises except for Reasonable Wear. Tenant shall compensate Landlord for any damage sustained by Landlord due to Tenant's failure to surrender the Premises in the required condition, including lost rent from prospective tenants.

13. <u>MOVE-OUT INSPECTION</u>. Upon the termination or expiration of this Lease Landlord shall determine whether Tenant has properly maintained the Premises and has left the Premises in the condition the Tenant received the Premises except for Reasonable Wear. An inspection shall be made by the Landlord to determine (a) the portion of the Security Deposit to be used for restoration and the portion of the Security Deposit that will be returned to Tenant, and (b) whether Tenant may be liable for damages exceeding the amount of the Security Deposit.

14. DAMAGE OR DESTRUCTION OF PREMISES. In the event that the Premises are damaged or destroyed by fire or other cause, Tenant shall notify Landlord immediately. If the Premises are damaged or destroyed to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the Premises and within seven (7) days thereafter give written notice to Landlord of Tenant's intent to terminate this Lease. In such a case, the Lease will terminate as of the date that Tenant vacates the Premises, and Landlord shall return the Security Deposit, and any prepaid rent for the period after Tenant vacates the Premises, subject to any setoff for charges or damages Tenant owes to Landlord.

In the event that the Premises are damaged to the extent that Tenant's enjoyment is somewhat impaired, though not substantially impaired, Landlord shall have a reasonable period during which it may repair the Premises. Landlord's duty to repair shall not arise until Tenant gives Landlord written notice of the damage to the Premises. If Landlord fails to repair the Premises within a reasonable period of time after receipt of such notice from Tenant, Tenant shall be entitled to a reduction in Rent for the period beginning after notice was given to Landlord and ending on the date Landlord completes the repair of such damage to the Premises.

In the event that the Premises are damaged or destroyed due to the fault or negligence of Tenant, a member of Tenant's family or a guest of Tenant, Tenant shall not be entitled to terminate this Lease and shall remain liable for Rent for the Term, unless Landlord elects to release Tenant from such liability. Landlord shall have the right to terminate this Lease in the event that (a) the Premises are damaged or destroyed, and such damage or destruction renders the Premises unfit for habitation, or (b) if such damage or destruction is caused by the fault or negligence of Tenant, a member of Tenant's family, or a guest of Tenant.

In any dispute concerning Tenant's right to terminate this Lease or receive Rent abatement under this Section, Tenant shall bear the burden of establishing that the condition of the Premises justifies such relief.

15. <u>WAIVER OF NOTICE</u>. Except as provided herein, Landlord will not give Tenant notice of a default under the Lease. When the Lease is in default, with or without notice or demand the Landlord can terminate the Tenant's right of possession by any lawful means. Tenant waives all rights to receive a notice of default under this Lease.

16. <u>AUTOMATIC RENEWAL</u>. This Lease will automatically renew at the end of the initial Term, and any renewal term, for an additional one-year term unless Landlord or Tenant notifies the other in writing at least sixty (60) days prior to the end of the initial Term or any renewal term of its intention to terminate this Lease.

17. <u>ASSIGNMENT OR SUBLET</u>. Tenant will not assign its interest in this Lease or sublet the Premises without Landlord's prior written consent. Tenant agrees to pay Landlord a fee as mutually agreed if Tenant assigns or sublease the Premises, or any part thereof with the consent of the Landlord. No assignment or sublease will release Tenant from its continuing responsibility for the full performance of the terms and conditions in this Lease unless Landlord signs a written statement releasing Tenant from such liability. Landlord shall accept or reject the written application (on a form to be provided by Landlord) of a prospective sublessee or assignee within ten (10) business days after receipt of such application. Failure to accept or reject such application within ten (10) business days shall constitute acceptance of such application. Consent to an assignment or sublease may be withheld by Landlord in its sole and absolute discretion.

BREACH OR DEFAULT BY TENANT. In the event that Rent or any other payment 18 required hereunder is not paid when due, and Tenant fails to pay such Rent within five (5) days after delivery of a written notice to the Premises of such non-payment, stating that the Landlord has a right to terminate this Lease because of such non-payment, then Landlord may terminate this Lease without further notice, obtain possession of the Premises by any lawful means at the end of the five (5) day period, recover damages and costs, and seek injunctive relief, each together with reasonable attorneys' fees as may be permitted by law in addition to all other remedies available to Landlord at law or equity. Landlord may terminate this Lease if there is a material non-monetary, non- compliance by Tenant with any provision of this Lease, or any other payment due Landlord, except Rent, and should Tenant fail to cure such non-compliance within ten (10) days after receipt of written notice from Landlord (i) specifying the act(s) and/or omissions(s) that constitute the breach and (ii) stating that the Lease shall terminate on a date not less than ten (10) days after Tenant's receipt of such notice if the breach is not cured within such ten (10) day period. If the breach may be cured and Tenant effects such cure prior to the date specified in such notice, this Lease shall not terminate. If Tenant fails to cure the breach prior to the date specified in such notice, Landlord shall be entitled to immediate possession, and may recover damages and costs, and obtain injunctive relief, each together with reasonable attorneys' fees as may be permitted by law. In the event that Landlord accepts periodic Rent payments with knowledge of a material non-compliance by Tenant, such acceptance shall constitute a waiver of Landlord's right to terminate this Lease, unless Landlord accepts such Rent with a reservation and sends a written notice to Tenant that the acceptance of the Rent does not waive any default or other remedies that Landlord may have under this Lease. In the event that Tenant breaches any provision of this Lease, Landlord may pursue the remedies set forth above, or any of them. Tenant shall be responsible for payment of all past due Rent and other charges; all Rent that would have accrued during the Term or until the Premises are leased to a new tenant, provided that (i) Landlord shall minimize such damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) Landlord shall apply as a credit toward such Rent, or any judgment secured by Landlord that arises from such Rent, the amount of any prepaid Rent for such months; all expenses that Landlord may incur for cleaning, painting and repairing the Premises due to Tenant's damaging the Premises during the Term or Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted or damaged at the end of the Term; any court costs incurred by Landlord; and for reasonable attorney fees incurred by Landlord in (i) collecting Rent, other charges and damages, and (ii) in obtaining possession of the Premises.

19. <u>NOTICES</u>. All written notices required or permitted by this Lease may be delivered in person to the Tenant or Landlord, delivered or posted at the Premises, or sent by certified mail, return receipt requested (postage prepaid) to Landlord or Tenant at the addresses set forth herein or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section. Tenant shall be deemed to have received notice if such notice is delivered or posted at the Premises.

Please initial: Landlord

20. <u>HEADINGS</u>. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions hereof.

21. GOVERNING LAW. This Lease shall be construed under the laws of the State of Maryland.

22. <u>SEVERABILITY</u>. Any provision of this Lease that is prohibited by, or unlawful or under, Maryland law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

23. FAILURE TO ENFORCE LEASE NOT A WAIVER. Landlord's (a) acceptance of Rent or conduct not in compliance with Tenant's obligations under this Lease, or (b) waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach of or non-compliance with this Lease, and the terms and provisions of this Lease shall remain in full force and effect.

24. JOINT AND SEVERAL LIABILITY. If more than one person constitutes Tenant, all persons signing as Tenant shall be jointly and severally liable for all Tenant obligations set forth in this Lease.

25. <u>ENTIRE AGREEMENT</u>. This Lease and any applicable rules and regulations and any subsequent changes or amendments thereto constitute the entire Lease Agreement between Landlord and Tenant. No oral statements made by either party shall be binding on such party.

26. <u>LEAD-BASED PAINT DISCLOSURE</u>. The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Landlord, Tenant and applicable agents is not attached hereto. All improvements on the Premises were constructed after January 1, 1978.

27. <u>RENTER'S INSURANCE:</u> Tenants are required to obtain a Renter's Insurance Policy within a month of tenants' move-in date. If the tenants need help obtaining such policy, the landlord will be happy to refer them to an agency that can help.

28. <u>UTILITIES:</u> For those utilities that are not paid for by the property owner, the tenant must activate the corresponding services prior to moving in, switching the billing into their name if the service already exists at the property. The applicable utility services may include electrical service, water/sewer, and gas. Failure to maintain working electrical service or heat in the property for more than a month will constitute a breach of this lease. If a breach occurs, the landlord has a right to terminate this Lease further notice, obtain possession of the Premises by any lawful means, recover damages and costs, and seek injunctive relief, each together with reasonable attorneys' fees as may be permitted by law in addition to all other remedies available to Landlord at law or equity.

WITNESS the following signatures and seals (all persons residing at property over age of 18 must sign):

I ENAN I			COSIGNER	
Name:		Name:	Relation:	
Soc. Sec:	Date:	Soc. Sec:	Date:	
Sign:		Sign:		
Name:		Name:	Relation:	_
Soc. Sec:	Date:	Soc. Sec:	Date:	
Sign:		Sign:		
Name:		Name:	Relation:	
Soc. Sec:	Date:	Soc. Sec:	Date:	
Sign:		Sign:		
Name:		Name:	Relation:	
Soc. Sec:	Date:	Soc. Sec:	Date:	
Sign:		Sign:		

TENANT

COSIGNER

LANDLORD:

Name: \_\_\_\_\_\_

Sign:

Date:

\_\_\_\_\_