

SINGLE-FAMILY RESIDENTIAL LEASE

THIS LEASE is made as of _____ between _____
(hereinafter called "Landlord") and _____
(hereinafter called "Tenant").

SECTION 1,

Landlord does hereby rent to Tenant, and Tenant does hereby hire from Landlord, the premises known as _____ Maryland (hereinafter called "Premises"), beginning on _____, and ending in accordance with the HUD addendum attached hereto and which is incorporated herein, for the sum of \$ _____ per year, payable in equal monthly payments of \$ _____, each in advance on the first day of each month, without demand. In the event that the first day of the term is not the first day of a calendar month, Tenant shall pay on the first day of the term a prorata amount for the period until the end of that month.

SECTION 2, PAYMENTS; LATE CHARGES

Tenant covenants to pay promptly the rent as herein provided when due without any deduction, set-off, recoupment, or counterclaim whatsoever. If the rent is not paid by the 10th day of the month, it shall be deemed late, and Tenant will pay as additional rent a sum equal to five percent (5%) of the amount of delinquent rent due.

SECTION 3, UTILITIES

Tenant agrees to pay the following utilities immediately when due:

- _____ Heat
- _____ Gas
- _____ Electricity
- _____ Water
- _____ Sewer service

In the event Tenant fails to pay any utility bill for heat, gas, electricity or water or sewer service charges within fifteen (15) days of receipt of said bill, then Tenant shall be deemed in default under the terms of this Lease, and the amount thereof may, at the discretion of the Landlord, be added to and deemed part of the rent due, and Landlord shall have the same remedies for the collection of such charges as for the collection of rent.

SECTION 4, PROPER USE OF PREMISES

Tenant covenants to use the Premises for residential purposes only, to keep the Premises clean and safe, to use all equipment and facilities in the Premises in a proper manner, and that Tenant will not deliberately or negligently waste or damage the Premises or knowingly allow any person to do so. If Tenant or any guest or invitee wastes or damages the Premises, Tenant shall promptly pay Landlord the costs of the necessary repairs.

Tenant covenants and agrees that only the following individuals will occupy and reside in said premises:

Should any individuals other than the above occupants reside in said dwelling unit in excess of 7 days, said residency by the other individuals will constitute a breach of this Lease allowing the Landlord to exercise his rights and remedies under Section 16, Breach and Remedies, herein.

SECTION 5, COMPLIANCE WITH LAWS AND RULES

Tenant covenants to comply with any applicable laws, regulations, and guidelines of any governmental authority and to comply with all reasonable rules and regulations adopted by Landlord.

SECTION 6, NO ASSIGNMENT OR SUBLEASE

Tenant agrees that this Lease shall not be assigned in whole or in part nor shall all or any portion of the Premises be sublet. This prohibition includes assignment or subletting by operation of law or otherwise.

SECTION 7, DELIVERY OF PREMISES

Landlord shall deliver the Premises to Tenant at the beginning of the term of this Lease in a condition permitting habitation with reasonable safety.

SECTION 8, MAINTENANCE

Tenant shall keep the lawns, hedges, flower beds, and shrubbery of the Premises in good order; remove snow and ice from walkways and driveways; keep the Premises in a clean and sanitary condition; and comply with all laws and health and police regulations with respect to the Premises. Tenant shall indemnify and save Landlord harmless from all liability arising out of any violation by Tenant of such laws or regulations or arising out of any neglect or any violation or non-performance by the Tenant of any of the covenants contained in this Lease.

SECTION 9, EXISTING DAMAGES

Landlord shall provide Tenant with a written list of all existing damages to the Premises if Tenant requests this list in writing within fifteen (15) days after Tenant occupies the Premises.

SECTION 10, INSURANCE

It is the responsibility of Tenant to maintain adequate insurance on personal property of Tenant placed on, in, or about the Premises.

SECTION 11, LANDLORD'S ACCESS

Landlord and Landlord's agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection or making any repairs which Landlord may be required to make by reason of other provisions of this Lease or by reason of the requirements of public authorities. For a period of ninety (90) days prior to the expiration of the term of this Lease, or any renewal thereof, Landlord shall have the right, at reasonable times, to show prospective tenants or purchasers the Premises and to post "For Sale" or "For Rent" signs thereon, if not prohibited by law.

SECTION 12, TENANT'S PERSONAL PROPERTY

Neither Landlord nor its agents, contractors or subcontractors or its or their present and future controlling persons, directors, officers, agents, or employees shall be responsible for any loss or damage to any personal property of Tenant placed on, in, or about the Premises, or for any personal injury to Tenant or Tenant's family or each of their agents, employees, invitees, or contractors unless such loss or damage is caused by the negligence or willful misconduct of Landlord or its contractors or subcontractors or its or

their present and future controlling persons, directors, officers, agents, or employees. Landlord shall not be deemed a bailee as to any personal property placed on, in, or about the Premises, and Tenant agrees to pay, as additional rent, all reasonable costs incurred by Landlord in removing and storing any of Tenant's personal property remaining at the Premises following the termination of this Lease.

SECTION 13, ALTERATIONS

Tenant shall not make any alterations or additions to the Premises without Landlord's prior written consent.

SECTION 14, END OF TERM

At the end of the term of this Lease, or any renewal thereof, Tenant shall surrender the Premises to Landlord in as good condition as when received, except for any damage caused by ordinary wear and use thereof; and Tenant further agrees to surrender the Premises free and clear of all personal property and debris and to return all keys to the Premises to Landlord.

SECTION 15, DESTRUCTION OF PREMISES

If the Premises is rendered totally unfit for occupancy by fire, tempest, or other act of God, or by the acts of rioters or public enemies, or other unavoidable accident, the tenancy hereby created shall immediately cease upon the payment of the rent apportioned to the time of such happening. If, however, the Premises is only partially destroyed or damaged and Landlord decides to repair the damage, then such repairs shall be made by Landlord without unreasonable delay, tenant's portion of the rent shall not abate, and this Lease shall remain in full force and effect.

SECTION 16, BREACH AND REMEDIES

If Tenant breaches this Lease, Landlord may repossess the Premises pursuant to judicial process, and Landlord shall have other rights as may be allowed by law.

Tenant will pay the court costs charged to Landlord for notice sent for non-payment of rent, and Tenant also agrees to reimburse Landlord for all reasonable expenses incurred by Landlord, including attorney's fees as additional rent, if ejectment is ordered by the court.

SECTION 17, WAIVER

Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of Landlord's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise. Acceptance of rent with knowledge of default shall not be a waiver of that default.

No payment by Tenant or receipt by Landlord of a lesser amount than any payment of rent herein stipulated shall be deemed to be other than on account of the earliest rent due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease, at law or in equity.

SECTION 18, ENTIRE AGREEMENT

The provisions hereof together with any addendum attached hereto and initialed by the parties represent the complete and entire agreement between the parties with respect to the Premises. Attached hereto and incorporated by reference is the basic version of the Lease Addendum for Section 8 Existing Housing Program prepared by the U.S. Department of Housing and Urban Development. Any conflict between the terms of this Single-Family Residential Lease and the Lease Addendum shall be resolved in favor of said Lease Addendum, the contents of which are incorporated by reference.

This lease ___ does ___ does not include additional provisions entitled LEASE ADDENDUM FOR DRUG-FREE HOUSING. (If neither blank is checked, this lease does not include the Addendum for Drug-Free Housing.)

SECTION 19, MISCELLANEOUS

The captions are for convenience only and are not to be read to limit or define this Lease. This Lease is to be interpreted under the laws of the State of Maryland. The provisions hereof are binding on the parties hereto and their personal representative, successors, and assigns; provided that no rights shall inure to the benefit of any personal representative, successor, or assign of Tenant unless approved by Landlord in writing pursuant to Section 6.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

ATTEST/WITNESS:

LANDLORD

BY: _____ (SEAL)

WITNESS:

TENANT

_____ (SEAL)

AUTOMATIC RENEWAL PROVISION:

Unless either Landlord or Tenant gives the other written notice at least ___ days prior to the end of the Lease (30 days if left blank) that such party does not wish to continue the Lease for a term of the same length or for the same rental fee, this Lease shall become a month to month tenancy but on the same terms, covenants, and conditions as contained in this Lease except for the period of the Lease. By initialing below, Tenant acknowledges reading and understanding this Automatic Renewal Provision.

TENANT'S INITIALS:

NOTICE TO PARTIES: A security deposit will be paid by Tenant to Landlord in order to protect Landlord against non-payment of rent, damage due to breach of Lease, or for damage to the Premises. Tenant is entitled to receive, and Landlord is obligated to deliver to Tenant, a receipt containing those provisions required by law. The form below may be used as a receipt for this purpose if properly executed by the parties.

RECEIPT FOR SECURITY DEPOSIT

The undersigned _____ ("Landlord") and _____ ("Tenant") have entered into a Lease dated _____ (the "Lease") for the rental of certain premises known as _____, Maryland (the "Premises"), and Landlord hereby acknowledges having received from Tenant on _____ the sum of _____ Dollars (\$) _____ as a security deposit in connection with the Lease, to protect Landlord against non-payment of rent, damage due to breach of the Lease including failure to surrender the Premises free and clear of debris and furniture or failure to return all keys to the Premises to Landlord, or for damage to the Premises caused by Tenant or Tenant's family, agents, employees, or social guests, in excess of ordinary wear and tear.

- Notes: 1. The amount of the security deposit shall not exceed the equivalent of two (2) months' rent, or \$50.00, whichever is greater, per dwelling unit leased under the Lease.
2. Within thirty (30) days after receipt of the security deposit, Landlord shall deposit it in an escrow account devoted exclusively to security deposits in a banking or savings institution, as required by law.
3. Within thirty (30) days after the termination of the Lease, Landlord shall send Tenant an itemized list of the amount Landlord is withholding from the security deposit for unpaid rent, damages due to Tenant's breach of the Lease, or damage to the Premises in excess of ordinary wear and tear by Tenant or Tenant's family, agents, employees, or social guests.
4. Within forty-five (45) days after the termination of the tenancy, Landlord shall mail to the last known address of Tenant the security deposit plus four percent (4%) per year simple interest accruing at six-month intervals, less any damage rightfully withheld.
5. Tenant has the right to be present at the time of Landlord's inspection of the Premises for damages. If Tenant notifies Landlord by certified mail of Tenant's intention to move, the date of Tenant's moving, and Tenant's new address at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, Landlord shall notify Tenant by certified mail of the time and date when the Premises is to be inspected. The date of inspection shall, at Landlord's discretion, occur within five (5) days before or five (5) days after the date of moving designated in Tenant's notice.
6. Landlord need not notify Tenant of Landlord's 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 Premises prior to the termination of the tenancy. In such event, Tenant may make demand for return of the security deposit by giving written notice by first class mail to Landlord within forty-five (45) days of being evicted or ejected or of abandoning the Premises. The notice shall specify Tenant's address. Landlord then, within thirty (30) days of receipt of said notice, shall supply Tenant with a list of damages and costs, by first-class mail.

LANDLORD

Date: _____ BY: _____

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

TENANT

Date: _____ Initials _____