HAWK PLAZA LEASE AGREEMENT

THIS LEASE, made thisday of, 2014, whereb (hereinafter referred to as "Landlord"), does hereby lease unto Tenant"), Apartment Hawk Plaza, 10800 Clipper Circle, Princess the "Apartment"). Each Apartment consists of a bedroom and bathroom for the extichen, living room, and either a balcony or patio which are shared common area has an exclusive bedroom and bathroom (hereinafter collectively referred to as the leased for the lease term designated below at the Total Base Rent corresponding to	(hereinafter referred to as Anne, Maryland 21853 (hereinafter xclusive use of Tenant, as well as a s with another Tenant who likewise e "Premises"). The Premises shall be
A. Commencing August 1, 2014 and ending June 30, 2015	
Total Base Rent:	\$6,490.00
Monthly Rent:	\$ 590.00
Due the 1 st of each month beginning on the comme	
Early Move-in:	July 15, 2014
B. Commencing August 1, 2014 and ending July 31, 2015	
Total Base Rent:	\$7,080.00
Monthly Rent:	\$ 590.00
Due the 1 st of each month beginning on the comme	ncement date
Early Move-in:	July 15, 2014
C. Commencing September 1, 2014 and ending June 30, 2015	
Total Base Rent:	\$5,900.00
Monthly Rent:	\$ 590.00
Due the 1 st of each month beginning on the comme	•
Early Move-in:	August 15, 2014
D. Commonaing Sontamber 1, 2014 and anding July 21, 2015	
D. Commencing September 1, 2014 and ending July 31, 2015 Total Base Rent:	\$6,490.00
Monthly Rent:	\$ 590.00
Due the 1^{st} of each month beginning on the comme	
Early Move-in:	August 15, 2014
F. C	
E. Commencing October 1, 2014 and ending June 30, 2015 Total Base Rent:	\$5,310.00
Monthly Rent:	\$ 590.00
Due the 1 st of each month beginning on the comme	
Early Move-in:	September 15, 2014
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F. Commencing October 1, 2014 and ending July 31, 2015	
Total Base Rent:	\$5,900.00
Monthly Rent:	\$ 590.00
Due the 1 st of each month beginning on the comme	
Early Move-in:	September 15, 2014
This Lease is on the following terms, covenants, rules, and regulations:	
LANDLORD AND TENANT AGREE THAT:	

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- 1. <u>ACKNOWLEDGMENT OF OBLIGATION & WAIVER OF SECURITY DEPOSIT:</u> For and in consideration of Tenant's acknowledgment and consent that Tenant, subject to the terms of this Lease, is hereby obligated to pay the Total Base Rent set forth herein, and to stand financially responsible for damages beyond normal wear and tear, Landlord WAIVES the payment of a Security Deposit.
- 2. <u>INSPECTION/DAMAGE</u>: Tenant is responsible for the cost of all damage due to breach of this Lease or for damage by Tenant or the Tenant's guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, only if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the Premises are 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 Tenant's notice.

The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the tenancy.

- 3. <u>STUDENT STATUS:</u> Tenant represents that at the time Tenant commences occupancy of the Premises, and at all times during the term hereof, Tenant will be a full-time matriculated student, in good standing, at the University of Maryland Eastern Shore (UMES) and Tenant grants Landlord permission to verify Tenant's student status with UMES. If at any time during the term of this Lease, or any renewal or extension thereof, Tenant is not an enrolled student, in good standing, at UMES, the Landlord may terminate the Lease by mailing notice to the Tenant one (1) month prior to the end of any calendar month, for which the Landlord elects to terminate the tenancy. A Termination Fee of two (2) monthly installments will be charged for terminating said Lease Agreement.
- 4. <u>UTILITIES</u>: Subject to the provisions of this section, Landlord will pay all charges for heat, water, sewage and electricity used in the Apartment during the term of this Lease, and any extension thereof. Landlord reserves the right to, and Tenant agrees that, the monthly rental charge may be increased by Landlord in the event that the electrical expense for the Apartment exceeds Eighty Dollars (\$80.00) per month, averaged over any three (3) consecutive months.
- 5. <u>DELIVERY DATE OF PREMISES</u>: Hawk Plaza is under construction. In the event that the Apartment, which is the subject of this Lease, is not ready for occupancy by Tenant at the commencement of this Lease, Landlord will, at Landlord's expense, provide housing to Tenant until such time as the Apartment is delivered to Tenant for occupancy. This provision does not apply to any early move-in date.
- 6. <u>POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES</u>: If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, either pursuant to the agreed Early Move-in date set-out in the Lease Term above, or by other specific agreement, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, save and except that Tenant shall not be required to pay rent for that time before the commencement date, and further that the provisions of paragraph 5 shall not apply.
- 7. <u>BANK RETURNED CHECKS</u>: Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and Tenant agrees that, therefore, Tenant will pay to Landlord Thirty-five (\$35.00) Dollars for each such bank returned check.
- 8. <u>RENT</u>: Rent shall mean any and all payments due from Tenant to Landlord, including, but not limited to, basic rental, damages, excess electric charges, administration fees, collection fees, attorney's fees, and court costs shall be deemed rent.

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9. <u>PAYMENT OF RENT</u>: Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all rent payments made by Tenant to Landlord shall be by personal or certified check, money order, or by credit card (if Landlord has the necessary facilities with which to process a credit card payment). Should any check given by Tenant to Landlord be dishonored by Tenant's bank, future personal checks will not be accepted. Landlord shall provide Tenant with a written receipt for all monies received by the Landlord from the Tenant. Rent will be accepted by the Landlord during Landlord's business hours as same may be posted, from time to time, at Landlord's business office.

Should Landlord employ an attorney or collection agent to collect delinquent rent and/or repossession of the Premises for non-payment of any installment of rent, and should such rent be due and owing as of the filing of said proceedings, Tenant shall pay to Landlord the reasonable costs incurred by Landlord in utilizing the services of said attorney or collection agent.

- 10. <u>LATE CHARGE</u>: Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental installment as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.
- 11. <u>ADMINISTRATIVE AND ATTORNEY FEES</u>: In the event Tenant, Tenant's family, or guests violate any term or provision of this Lease, or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Tenant's then current monthly rental installment, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.
- 12. <u>ALTERATIONS</u>: Tenant will surrender the Premises and the Apartment at the end of the Lease term in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting) to either the Premises or the Apartment. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to either the Premises or the Apartment shall, at the expiration of the Lease term, be the property of the Landlord and remain with the Premises and/or the Apartment.
- 13. <u>COMPLIANCE WITH RULES AND REGULATIONS</u>: The Tenant, Tenant's family and guests will observe and comply with the UMES Code of Student Conduct and as set forth in the UMES Student Handbook, including the Policy on Off-Campus Disorderly and Disruptive Behavior (hereinafter referred collectively to as "Code of Student Conduct), as amended from time to time, and the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further reasonable rules and regulations as the Landlord may adopt. It is further agreed that the Landlord may modify these rules and regulations and that a violation of such Code of Student Conduct and/or the rules and regulations is a default under this Lease.
- 14. <u>LEASE VIOLATIONS</u>: If (i) any of the representations made by Tenant in Tenant's Lease Application or this Lease Agreement are misleading or untrue; or (ii) if Tenant, Tenant's family or guests violate any provision of this Lease or any rule or regulation herein imposed, or if Tenant violates the UMES' Code of Student Conduct, then Landlord may treat such representation or Lease violation as a breach of this Lease and a forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may reenter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so

terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or the termination of Tenant's possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the suite community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the suite community during that same period of time.

- 15. <u>WAIVER</u>: The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.
- 16. <u>INTERRUPTION OF SERVICE</u>: The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's intentional fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work. The parties further acknowledge that rent escrow, if utilized in accordance with applicable law, is a lawful Tenant remedy.
- 17. <u>RIGHT OF ENTRY</u>: Except in the event of an emergency affecting the health, safety or welfare of the Premises, the Building, the Apartment or any tenant or any property thereof, the Landlord shall give the Tenant at least 24 hours written or oral notice of the Landlord's intent to enter the Premises and shall enter only during normal business hours or at such other time as is mutually agreed to by the Landlord and the Tenant. Tenant acknowledges and agrees that Landlord may enter the apartment without advance notice to Tenant, should Landlord determine, in its sole discretion that an emergency affecting the health, safety and welfare of the premises and/or other tenants may exist. Landlord may enter the Premises by master key or, in the event of an emergency, by force. Landlord shall have the right to enter the Premises to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefor or damages by reason thereof.
- 18. <u>RE-ENTRY OF PREMISES</u>: In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may re-let the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Tenant, after the Tenant has vacated.
- 19. <u>APPLICABLE LAW</u>: This Lease shall be given effect and shall be construed by application of the law of Maryland.
- 20. <u>REPAIRS</u>: Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the acts or omissions of Tenant, Tenant's family, invitees, or guests.

- 21. <u>DAMAGE TO PREMISES</u>: In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, invitees or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain uninhabitable; but if the Premises are so damaged that the Landlord shall decide in its sole discretion that it is not advisable to repair the Premises, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.
- 22. <u>SECTION HEADINGS AND NUMBERS</u>: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.
- 23. <u>HEIRS AND ASSIGNS</u>: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the Landlord, its successors and assigns, and the heirs, administrators and those assigns of the Tenant.
- 24. <u>NOTICES</u>: All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord or delivered to Landlord with a signed receipt from Landlord, Maryland Hawk, Room 2147, Richard A. Henson Center, UMES, Princess Anne, Maryland 21853. All notices from Landlord to Tenant shall be delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Tenant at the Apartment.
- 25. <u>SUBORDINATION OF LEASE</u>: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property and improvements of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary
- 26. <u>RELOCATION OF TENANT:</u> To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert or consolidate rooms for occupancy by the opposite sex; to fill an apartment; or for other reasonable purposes, Landlord may require Tenant, upon seven days prior notice, to relocate to another apartment within Hawk Plaza.
- 27. <u>EXISTING DAMAGES</u>: Upon written request of Tenant made within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy. Within five (5) days after the Tenant receives Landlord's list, Tenant shall, if Tenant disagrees with the Landlord's written list of existing damages, deliver to the Landlord a statement itemizing those portions of Landlord's list with which Tenant disagrees.
- 28. <u>FURNISHINGS:</u> Tenant will be deemed to acknowledge that the Premises and furnishings provided by Landlord, if applicable, are in good condition, unless Tenant, within five (5) days of the first to occur of the commencement of this Lease or Tenant's occupancy of the Premises, sends notice to Landlord to the contrary. If Tenant sends such notice, Tenant shall specify therein which Furnishings are missing or not in good condition. Tenant further agrees that when Tenant vacates the Premises, all of the Furnishings, if any, provided by Landlord will remain in the Premises and be in the same condition as when Tenant first occupied the Premises, reasonable wear and tear accepted.
- 29. <u>VEHICLE PARKING</u>: Tenant will obey all parking and speed regulations which Landlord may promulgate or post, and park, in the designated parking areas, not more than one properly tagged and functioning passenger motor vehicle, motorcycle or truck (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the suite community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles

or other property from said parking areas promptly at the request of Landlord. Any vehicle parked by Tenant in the parking areas must display, as directed by Landlord, a valid parking sticker as provided by Landlord. If Tenant shall fail to comply with this Section, Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner's risk and expense.

- 30. <u>ASSIGNMENT & SUBLETTING</u>: Tenant will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Tenant and such other tenants of the Premises as may be authorized by Landlord, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling. The written consent of Landlord to one assignment or transfer of this Lease shall not be considered as a waiver of this covenant by Landlord to any subsequent assignment, subletting or transfer, nor shall such written consent to any assignment, subletting or transfer release said Tenant from liability hereunder. Subleases may be asked to post a Security Deposit equal to one month's rent. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, original Tenant will be charged a fee of \$200.00 for the additional office work involved.
- 31. NOISE & BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, invitees or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any person who engages in improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice in the Premises. Tenant shall further prevent any person on the Premises with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the building, the Apartment, or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenant do any such thing.
- 32. <u>ILLEGAL ACTIVITY</u>: If Tenant, Tenant's family, invitees or guests, engage in, permit or facilitate any drug-related criminal activity, or any such criminal activity, on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or of a "Controlled dangerous substance" as defined in Criminal Law Article, Section 5-101 of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled dangerous substance or controlled substance.

Tenant agrees not to conduct any illegal activity on the property, including, but not limited to, the sale, possession or manufacture of illegal drugs or drug paraphernalia.

Tenant will not permit the dwelling unit to be used for, or facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is the resident or a guest of the resident.

Tenant shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on the premises.

Tenant shall not possess or store firearms on the premises.

33. <u>SURRENDER OF PREMISES</u>: If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, in addition to the other provisions of this Lease, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made

by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

- 34. <u>WAIVER OF BREACH</u>: Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.
- 35. <u>INDEMNIFICATION</u>: Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guests, or invitees, of the Tenant.
- 36. <u>LIABILITY OF LANDLORD</u>: Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the intentional omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed intentional omission, fault, negligence or other misconduct on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.
- 37. TENANT HOLDING OVER: If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other at least one (1) month prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy. For the purposes of this Section, a month is a named calendar month and does not mean thirty (30) days.
- 38. <u>CONDEMNATION</u>: In the event the Premises or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.
- 39. <u>INSURANCE</u>: During the term of this Lease, and any extension thereof, Tenant <u>shall</u>, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$50,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.
- 40. <u>TENANT INDEMNIFICATION</u>: Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.
- 41. <u>PREJUDGMENT INTEREST</u>: If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.
 - 42. <u>QUIET ENJOYMENT</u>: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is

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that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

- 43. <u>SMOKE DETECTOR</u>: Landlord has installed at least the number of smoke detector(s) as required by law in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord. Replacement cost for said smoke detectors can exceed \$20.00 if tampered with or damaged by tenant.
- 44. <u>GUEST RESTRICTIONS:</u> At any time during the term of this Lease, or any renewal or extension thereof, Landlord, in Landlord's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Tenant who shall thereafter be prohibited from entering upon Landlord's property, including both the Apartment the Premises and the common areas within the apartment community. Long-term visitation (over seventy-two hours or more than fifteen days within a four-month period) by any individual is not permitted without the prior written consent of the Landlord. In addition, Tenant's guests are not permitted to be in the Apartment unless the Tenant is present. This does not apply to the non-student spouse or children of a Tenant who has leased both Apartments and the Premises in a given unit, in which case those family members shall be considered additional tenants.
- 45. <u>SECURITY:</u> Except for locks on doors and windows, Landlord does not provide any type of security protection in, on or about the Premises.
- 46. <u>ENTIRE AGREEMENT</u>: This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties, except that Landlord may unilaterally modify the rules and regulations contained herein in accordance with Section 13 of this Lease Agreement.
- 47. <u>SEVERABILITY</u>: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

RULES AND REGULATIONS

TENANT AGREES **NOT TO**:

1. <u>ANIMALS</u>: Keep any pets in or about the Premises, provided that Landlord may permit pets subject to a separate agreement. If, however, Tenant is blind, deaf, or otherwise disabled, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in his/her handicap, within the Premises, the rental facility and all other related structures in accordance with applicable laws.

Tenants in violation of this rule are subject to a pet violation fee of \$10 per day until the pet has been removed from the premises. In addition, tenant shall be responsible for all costs for extermination and/or cleaning associated with the keeping of a pet in violation of this rule. Such costs shall be deemed to be additional rent due from tenant.

- 2. <u>APPLIANCES</u>: Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.
 - 3. <u>FURNITURE</u>: Keep any water-containing furniture in the Premises.
 - 4. <u>WALLS AND WOODWORK</u>: Drive nails into the woodwork or walls of the Premises.
 - 5. <u>WALLPAPER, PAINT AND MIRRORS</u>: Apply contact paper, wallpaper or mirrors to the Premises and will not

change the type or color of paint within the Premises from that utilized by Landlord.

- 6. <u>PORTABLE HEATERS</u>: Store, install or operate, in or about the Premises, any kerosene-fired heaters, pellet stoves, or other similar heating devices, whether vented or not, whether portable or fixed.
- 7. LOCKS: Change the locks on the doors of Apartment or the Bedroom or install additional locks, chains or other fasteners without the prior written permission of the Landlord. If said locks are changed or added without Landlord's permission, Landlord has the right to remove and or change locks at Tenant's expense. Upon termination of the tenancy, all keys/cards to the Apartment, the Bedroom and the Tenant's mailbox must be returned to the Landlord. In addition, Tenant agrees not to duplicate, distribute, or loan any keys/cards to the Apartment, the Bedroom or to Tenant's mailbox. If Tenant shall fail to comply with this Rule, or if Tenant loses the key/card to the Apartment, the Bedroom, or to the Tenant's mailbox, or otherwise requests that Landlord change any of the locks on the doors of the Apartment, the Bedroom, or to the Tenant's mailbox, Tenant shall pay Landlord \$50.00 for reimbursement of the cost of changing or re-keying/carding the locks.

 Notwithstanding the above, Tenant shall provide to the Landlord a copy of the key(s) necessary to gain access to the Bedroom and the Premises if locks have been added, altered or changed by the Tenant from that which were provided by the Landlord.
- 8. <u>PERSONAL BELONGINGS</u>: Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, lawn areas or other common areas of the suite community.
- 9. <u>APPLIANCES & UTILITIES OBSTRUCTIONS</u>: Misuse or overload appliances or utilities furnished by the Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.
- 10. <u>OBSTRUCTIONS</u>: Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
 - 11. <u>ADVERTISING</u>: Display any advertisement, sign, or notice, inside or outside the Premises.
- 12. <u>FIRE RISK</u>: Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.
 - 13. <u>LITTER</u>: Litter or obstruct the public halls or grounds.
- 14. <u>LAWS AND INSURANCE</u>: Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
- 15. <u>THROWING OF ARTICLES</u>: Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
 - 16. <u>WINDOW SILLS</u>: Place anything on the outer edges of the sills of windows.
- 17. <u>COMMON AREAS</u>: Permit Tenant or Tenant's family or guests to play in public areas, stairways, elevators (if any) or storage areas.
 - 18. <u>AUTOMOBILES</u>: Hose wash automobiles.
- 19. <u>OBSTRUCTION OF WINDOWS, ETC.</u>: Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.
 - 20. <u>CLEANING OF RUGS, MOPS, ETC.</u>: Shake, hang or clean any tablecloths, rugs, mops or other articles in any

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of the public halls or from any of the windows, doors, patios, balconies or landings of any of Landlord's buildings.

- 21. <u>CANVASSING</u>: Cause the distribution in common areas of the suite community or under suite doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the suite community are prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.
- 22. <u>GAS & CHARCOAL GRILLS</u>: Use or store any charcoal or gas grills or other open flame cooking devises, or do any open cooking within the Apartment, on balconies or patios.
- 23. <u>DAY CARE CENTER</u>: Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood or marriage.
 - 24. <u>CLOTHES LINES</u>: Install, erect or utilize exterior clothes lines within the Hawk Plaza community.
 - 25. <u>SCREENS</u>: Remove any of the window screens covering the windows of the Premises.
 - 26. <u>UNAUTHORIZED ENTRY</u>: Enter any other tenant's apartment or bedroom without the consent of that tenant.
 - 27. <u>BUILDING EXTERIORS</u>: Climb onto exterior walls, balcony rails, or roofs of any of the Landlord's buildings.
- 28. <u>ALCOHOL</u>: Store or possess kegs, beer balls or other containers containing large quantities of alcoholic beverages, including empty container displays. In addition, alcoholic beverages in open containers are prohibited on balconies, patios and in common areas, including parking lots. The tenant acknowledges and agrees that should Landlord incur any costs associated with the violation of this rule, whether during an inspection or at move out, tenant shall be required to pay all such costs as additional rent.

TENANT AGREES TO:

- 29. GARBAGE & RUBBISH: Place Tenant's garbage and rubbish for disposal only as Landlord directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner. A trash removal fee can result for violation of this rule.
- 30. <u>USE OF FACILITIES</u>: Use all facilities which Landlord provides for Tenant's comfort, such as a fitness center (none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's intentional fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Landlord without affecting the remainder of this Lease.
 - 31. CONDITION OF PREMISES: Keep the Premises in a neat, clean, good and sanitary condition.
- 32. <u>BALCONIES AND PATIOS</u>: Keep balconies and patios free of all personal belongings including, but not limited to, bicycles, furniture provided by the Landlord, furniture designed for interior use, garbage, rubbish and bird, animal and insect feeders. Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Suite furniture must remain inside the Premises and may not be used outdoors.
- 33. <u>DRAPERIES</u>: Only use draperies and window shades provided by Landlord and which present a white exterior coloration.

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- 34. <u>LOCK-OUT</u>: Pay a \$25.00 service charge to Landlord each time that Tenant locks himself/herself out of the Premises, and requests Landlord's assistance in gaining entry to the Premises after regular office hours.
- 35. <u>SMOKE FREE</u>: Tenant acknowledges that the apartment and common areas are smoke free. Tenant shall not smoke anywhere in the Apartment or common areas. At no time may cigarettes, cigars or other tobacco products be thrown off balconies, out windows, off stairwells, or into mulch. The tenant acknowledges and agrees that should Landlord incur any costs due to the violation of this no smoking rule, tenant shall be responsible for all costs to clean the apartment to a smoke free condition including but not necessarily limited to painting, cleaning, furniture cleaning, carpet cleaning and/or replacement of carpets.
- 36. MOLD. Remove any visible moisture accumulation in or on the Premises, to thoroughly dry any such area as soon as possible after any such accumulation, and to keep the temperature and moisture in the Premises at reasonable levels. In addition, Tenant shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water in the Premises and shall further notify Landlord of any mold growth in or on the Premises and of any malfunction in any part of the heating, air conditioning or ventilation system in the Premises. Tenant further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

	WIINESS/ATTEST.			
Maryland Hawk Corporation by its agent,				
	Submit rental payments via mail:			
Maryland Hawk				
2147	7 Richard A. Henson Center, UMES			
]	Princess Anne, Maryland 21853			
	Phone: 410-651-6182			
Witness	Landlord			
Print Name of Tenant	Signature of Tenant			
Landlord's emergency telephone number is				
Email:				
Eman				
Fmail:				