

Single Family Dwelling Lease
Prince George's County, Maryland
Form 1105

THIS LEASE, made between _____ Landlord ☐ or as Agent of Landlord ☐
("Landlord" or "Landlord/Agent") and _____ ("Tenant").

Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the residentially improved property known as _____, Prince George's County, Maryland ("the Premises"), for the term of _____ beginning on the first day of _____, _____ and ending on the last day of _____, _____ at a total rent of _____ Dollars (\$ _____) payable in equal monthly installments of _____ Dollars (\$ _____) in advance on the first day of each and every month ("Rent Due Date") of said term. If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent as set forth herein. Tenant agrees to pay rent to _____ at _____ (or at such other place as Landlord/Agent may from time to time designate) without deduction, demand or offset and said obligation to pay Rent is independent of any other clause herein.

Failure to pay said rent at the time specified will constitute default and Landlord/Agent may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

1. PRO RATA RENTAL PAYMENTS

It is additionally understood and agreed that Tenant is to commence occupancy of the premises on _____. Tenant is to pay the sum of _____ Dollars (\$ _____) on _____, _____ as "pro rata" rent for the period _____, _____ through _____, _____.

2. ADDITIONAL CHARGES

Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant shall pay Landlord/Agent, in addition to the Rent, a late charge equal to the maximum amount permitted by law which, in Prince George's County at the time of lease execution is one percent (1%) of the total monthly rental payment per day for each day the tenant is late, commencing with the sixth (6th) day of the period for which rent is due, but not to exceed five percent (5%) of the total monthly rental payment. However, the Rent is due and payable on the first of each month, late if received after the first day of the month. Rent is considered paid upon receipt by the Landlord/Agent. The late charge must be paid as additional rent together with the Rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that Rent is due on the first day of the month. Nothing in this Lease constitutes a waiver or limitation of Landlord/Agent's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of Thirty-five Dollars (\$35.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward rent. If the remaining amount is not sufficient to cover the full current month's rent, a late fee will be assessed on the current month's rent.

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3. SECURITY DEPOSIT

In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of _____ Dollars (\$ _____), (Security Deposit) receipt of which is hereby acknowledged, which sum does not exceed two (2) months' Rent. The Security Deposit is to be held as collateral security and applied to any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, Tenant's family, guests, agents, employees, trades people, or pets, or other damages and expenses suffered by Landlord/Agent as a result of a breach of any covenant or provision of this Lease.

Tenant may not utilize the Security Deposit as rent and must not apply the same as the last month's Rent. The security deposit will be deposited within thirty (30) days after it has been received and maintained in an escrow account, devoted exclusively to security deposits, in a federally insured financial institution which does business in the State of Maryland, The Security Deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the Security Deposit to the Tenant together with simple interest which will accrue at the legal rate less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord/Agent, provided the said Security Deposit is Fifty Dollars (\$50.00) or more. Interest on the Security Deposit shall not be compounded. Landlord/Agent need not notify Tenant of his/her 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/Agent within forty-five (45) days of being evicted or ejected or of abandoning the Premises. The notice shall specify the Tenants new address. Landlord/Agent, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord/Agent reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

Tenant has the right to have the Premises inspected by Landlord/Agent, in the presence of Tenant, for the purpose of making a written list of damages to the Premises that exist at the commencement of the Tenancy if Tenant so requests, in writing, by certified mail, to Landlord/Agent within fifteen (15) days of the Tenants occupancy of the Premises.

Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Premises if Tenant notifies Landlord/Agent by certified mail of Tenant's intention to move, date of moving and Tenants new address. Such notice, from Tenant to Landlord/Agent, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the Premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the Security Deposit and the Tenant must look solely to the new Landlord/Agent for the return of his Security Deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the Security Deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the Security Deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Owner, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Premises, or eviction of the Tenant.

The Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

Tenant acknowledges that this paragraph (#3. SECURITY DEPOSIT) shall serve as receipt of security deposit.

4. POSSESSION

If on the date of this Lease another person is occupying the premises and Landlord/Agent is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder is postponed until the Premises are vacated by such other person, and the Rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord/Agent before possession is delivered, may terminate, cancel, and rescind the lease, in such event the Security Deposit and Rent paid must be returned to the Tenant within five (5) business days after Landlord/Agent's receipt of the notice.

5. ACCEPTANCE OF PREMISES

a. Landlord/Agent covenants that the Premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant acknowledges that Tenant has been given an opportunity to examine the premises, that Tenant has examined the Premises and found the Premises to be in satisfactory condition, unless otherwise specified herein.

b. Tenant has the right to have the Premises inspected by the Landlord/Agent in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord/Agent within fifteen (15) days of the Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified herein or as required by law.

c. Landlord's covenant to repair and express warranty of habitability, as required by the Prince George's County Code.

6. USES/AUTHORIZED OCCUPANT

The premises will be used solely for single-family residential purposes. The following persons and no others, except after-born children, are authorized by Landlord to reside within the demised premises: _____

Tenant will not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises. Tenant expressly assumes the obligation and affirmative duty of prohibiting his/her family members and guests from possessing or bringing onto the leased Premises any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises by the Tenant, his family or guests constitutes a substantial breach of this Lease by the Tenant, which will entitle Landlord/Agent to terminate this Lease and recover possession of the Premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors.

Persons visiting Tenant may not reside at the premises for more than two (2) weeks in aggregate during any calendar year, unless written permission is first secured from Landlord/Agent. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

7. NOTICES

Any written notice regarding any of the provisions of this Lease must be given by _____ on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Notice is effective upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage prepaid.

8. PETS/SERVICE ANIMALS

a. The Tenant is not allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenants who have pets agree to pay the cost of having the Premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by professional cleaner, at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is authorized to have pets:

____ Yes ____ No # ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____

b. In accordance with County law, if Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in Tenant's handicap, of the Tenant's choice within leased dwelling unit, the rental facility, and all other related structures in accordance with applicable laws. Tenants who have service dogs agree to pay the cost of having the Premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by service dogs to the premises. Tenant has service dog:

____ Yes ____ No # ALLOWED _____ TYPE OF DOG(S) _____ WEIGHT _____

9. MAINTENANCE

Tenant shall keep in a state of good repair, maintenance and cleanliness all parts of the Premises including equipment therein, but not limited to the rental dwelling and the garage, shed, appliances (including stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers and other appurtenances, if any, as now or in the future are installed in the Premises) and shall promptly report to Landlord/Agent, in writing, any defects leaks or breakage in the structure, equipment or fixtures of said premises, including damage by fire storm and flood, as Tenant will be held liable for all damages attributable to such unreported conditions. *Under no circumstances may Tenant order repairs or replacements with the expectation that the Landlord/Agent will pay for, reimburse or permit deduction from the rent for same without prior written approval from Landlord/Agent.* Tenant shall be responsible for the following:

a. The washer, dryer, window air conditioners, countertop microwave and blinds, if now installed in the premises, are for the Tenant's use and convenience and are warranted, by Landlord/Agent, only to be working at the time tenancy commences. Tenant agrees to maintain same at Tenant's own expense and return them in good working condition, except that, in the event the age of such appliance or the cost of repair, at the sole discretion of the Landlord/Agent, dictates that a replacement is necessary, Landlord/Agent shall make the replacement;

b. Tenant shall keep lawn watered; grass, shrubbery and trees cut, trimmed and maintained, promptly remove ice and snow from walks, steps and drives, and shall generally maintain grounds in good condition. Tenant will keep premises including gutters and grounds free of leaves and debris. Tenant shall furnish his own light bulbs and fuses and at his own expense replace faucet washers as needed. Tenant will keep window wells and drainage areas free of debris;

c. Tenant is responsible for general control and elimination of all household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. However, if repairs to the structure are needed to prevent access by pest, Landlord/Agent shall be responsible for making such repairs;

d. Tenant is responsible for proper lubrication of motor and fan, replacement of furnace filters and shall have oil and gas furnace heaters, if any, regularly serviced by competent mechanics to prevent avoidable damage. If house is equipped with an oil burner, Tenant agrees to purchase a burner service contract from a reputable company providing for cleaning furnace and burner which does not contravene any existing service contract;

- e. Tenant shall be responsible for lighting pilot lights, including those for stove burners, oven, water heater and furnace;
- f. Landlord/Agent does not warrant the condition of any communication wires or cables (phone, television, Internet) to or within the leased premises;
- g. All garbage, trash and recyclables must be placed in suitable covered containers. Tenant shall be responsible for the prompt removal of any bulk trash in accordance with local laws and/or condominium/HOA regulations. Bulk trash left at the time tenant vacates must be removed within 24 hours or landlord may remove at tenant expense;
- h. Tenant will be held responsible for any damage caused by any negligence on the part of the Tenant or for the cost of any repairs made necessary due to negligent acts of commission or omission by the Tenant, his family, guests, employees, or pets but the Tenant shall not order repairs on or about the premises without prior written approval from the Landlord/Agent;
- i. Tenant shall be responsible for such items as caulking around tubs and in showers, damage caused by leaks resulting from insufficient or improper tub or shower caulking, damage caused by bursting pipes from failure to turn off water in cold weather or failure to keep the premises adequately heated and for all stoppages of drains and water closets;
- j. Tenant shall be responsible for the cost of repairing broken windows or torn screens, whether or not such damage is caused through the fault of the Tenant;

k. In the event Tenant does not maintain the property as required above, Landlord/Agent shall have the right to cause maintenance or repairs to be made and Tenant shall be responsible for all costs thereof, as additional rent;

l. If Tenant and Landlord/Agent make arrangements for Tenant to meet a vendor to make repairs or to perform maintenance Tenant fails to meet vendor, as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor, as scheduled, and for any subsequent damages resulting from any such delay;

m. Tenant SHALL NOT refinish or shellac the wood floors. Tenant shall keep them clean. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep grass and shrubbery trimmed and maintained; must remove leaves and debris; must promptly remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant is not to store firewood within eight feet from any structure. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

n. Landlord/Agent is responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems, except as otherwise noted in this section. Structural elements include, but are not limited to, roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways.

10. WATER/MOISTURE/MOLD

Tenant shall promptly notify Landlord/Agent in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets, flooding and/or water damage to Premises, including when cause originates from an appliance owned by Tenant.)

In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets, main water valve, and to cease to use any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord/Agent promptly in the event mold of any type is observed within the leased premises.

Upon notification from Tenant, Landlord/Agent, at Landlord/Agents sole expense, shall promptly remediate and repair any water damage to Premises which occurred through no fault of Tenant. In the event water damage or mold occurs within the Premises through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord/Agent, to remediate and repair such water damage and removal of mold.

11. RULES AND REGULATIONS

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the _____ (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the Landlord/Agent that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Prince George's County Department of Land Records. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

Initials: _____

12. UTILITIES

Where applicable, Tenant must pay fuel charges, electric, water, sewer use, telephone, cable, and any other utilities for the premises as and when the same become due, and make all required deposits. Additionally, Tenant is responsible for trash removal charges if that service is provided by a private hauler and the facility is not located in a County collection district. The Tenant agrees to furnish a receipted water bill for the above premises to Landlord/Agent at termination of the Lease, extension or renewals thereof.

If at any time, Tenant fails to maintain utilities which cause the property to be at risk of damage by freezing, unsanitary or any other substantial risk, Landlord/Agent may declare Tenant to be in default of this Lease and may terminate the Lease upon 15 days written notice to Tenant.

13. SMOKE DETECTOR INSTALLATION & MAINTENANCE

This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector.

Initials: _____

Tenant acknowledges that Landlord/Agent has installed one or more smoke detectors in accordance with §9-102 of the Public Safety Article of the Annotated Code of Maryland. Tenant also acknowledges Tenant's responsibility to notify Landlord/Agent, in writing by certified mail or in person, of any repair or replacement that is required of Landlord/Agent installed smoke detector(s). Tenant shall indemnify and hold Landowner/Agent harmless from any and all liability for injury, death, property damage, or other loss resulting from Tenant's failure to notify Landowner/Agent of any needed repair or replacement of any Landlord/Agent installed smoke detector(s) or for any removal or other act that renders said smoke detector(s) inoperable.

It shall remain the tenant's responsibility to replace smoke detector batteries and, in the event a problem is reported by Tenant that results in a service call where replacement of batteries resolved smoke detector malfunctions, Tenant shall be responsible for cost of said service call.

14. ALTERATIONS

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and, except as permitted by law, will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent, in which case Tenant is to provide new key(s) to Landlord/Agent.

The installation of television/radio dishes, antennae or cables, while not restricted by Landlord, as required by the FCC Telecommunications Act, as amended, shall not be installed, by Tenant, in any manner as to cause damage to the property. Tenant shall be responsible for repair of any resulting damage, including water penetration. Tenant shall further be responsible for complying fully with any condominium or HOA requirements for dish or cable installation. Dishes in excess of one meter in diameter are prohibited.

15. VEHICLE PARKING

In accordance with Prince George's County Housing Code, Section 302.8, no unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the Premises. Any vehicle as described herein that is parked on the Premises must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the Premises. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of Premises.

There also shall be no parking or storage of commercial vehicles on the Premises at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight and or has lettering in excess of four (4) inches or has in excess of 300 cubic feet of load space or has dual rear axles or has a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may be stated in the Rules and Regulations of the Common Ownership Community named in Paragraph ten (10).

16. INSURANCE

a. Tenant will do nothing and permit nothing to be done on or about the Premises which will contravene any fire insurance policy covering the same. It is the responsibility of the Tenant to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.

b. Tenant is strongly encouraged to obtain Renter's Insurance to protect Tenant's personal belongings.

17. SUBLET/ASSIGNMENT

Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord/Agent for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ _____ service charge, which must be fair and reasonable, defraying Landlord/Agent's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

18. HOLD HARMLESS

Tenant hereby agrees to indemnify and hold Landlord/Agent and their employees and agents harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or stream that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law as determined by a court of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord/Agent negligence as determined by a court of law.

19. JOINT AND SEVERAL LIABILITY

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

20. LANDLORD/AGENT ACCESS TO PREMISES

Landlord/Agent may enter the premises after due notice (24 hours) to the Tenant and without Tenant objection in order to examine the same to make necessary repairs, decorations, alterations or improvements or to supply services during normal business hours. Landlord/Agent may enter the premises after due notice (24 hours) to Tenant and without objection for good cause from Tenant to show the premises to prospective purchasers, mortgagees, or tenants during normal business hours, including weekends, except as otherwise may be agreed upon by the Landlord/Agent and the Tenant. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation and may enter after 24 hours notice to the Tenant if the Landlord/Agent has good cause to believe the Tenant may have damaged the premises or may be in violation of County, State, or Federal law. Any request for service or repairs to the Premises from Tenant is construed to mean that permission to enter the Premises has been granted by Tenant for the purpose of making requested service or repairs.

During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord/Agent may put the premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the Premises. Tenant agrees to cooperate with Landlord or his Agent in showing the Premises. Tenant is advised that on occasion Tenant may be required to permit the showing of the premises on less than twenty-four (24) hours notice.

21. DEFAULT

a. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord/Agent at any time deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, Tenant's family, servants, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord/Agent, the Common Ownership Community identified in Paragraph 10 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by leaving at the Premises a thirty (30) day written notice to quit and vacate the Premises containing in said notice the basis for the termination, and this Lease shall terminate on the last day of the first complete month following delivery of such notice. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

b. Failure to pay rent, additional rent, and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may avail himself of any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent-Landlord's Complaint for Repossession of Rented Property.

22. WAIVER CLAUSE

Any waiver of a default hereunder is not to be deemed a waiver of the terms or conditions of this Lease of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.

23. TERMINATION-HOLD OVER

a. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days' written notice of termination prior to the Rent Due Date. If Tenant holds over after the expiration of the term of this Lease, he shall, with the Landlord/Agent's consent and in the absence of any written agreement to the contrary, become a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provision of this Lease shall remain in full force and effect.

b. If Tenant holds over (fails to vacate) the premises after proper notice, Landlord/Agent may hold the Tenant accountable for rent for the period of the holdover and for consequential damages due to an incoming Tenant's inability to enter the premises because of Tenant's holdover occupancy.

24. MOVE-OUT INSPECTION/SURRENDER OF PREMISES

a. Tenant shall, upon termination of this Lease, surrender the Premises and all personal property of Landlord/Agent therein in good and clean condition, ordinary wear and tear accepted. Tenant will leave the premises in broom-clean condition, free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

b. Tenant is hereby advised that Tenant's obligation to pay rent, utilities, and to maintain the Premises does not cease until such time as Landlord has recovered legal possession, which is deemed to be i) when the keys are returned to Landlord, ii) when Tenant has notified Landlord, in writing, that Tenant has vacated the Premises or, iii) when possession has been recovered through the legal eviction process, during which period charges will accrue to Tenants account.

c. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Premises if Tenant notifies Landlord/Agent by certified mail of Tenant's intention to move, date of moving and Tenants new address. Such notice, from Tenant to Landlord/Agent, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the Premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

25. ABANDONED PROPERTY

a. Any personal property which remains in the premises after termination of the tenancy or upon surrender or abandonment of the premises by Tenant prior to the end of the lease tenancy shall be conclusively considered to be abandoned by the Tenant and Landlord/Agent may dispose of any and all of such personal property as Landlord/Agent shall elect at Tenant's sole cost and expense.

b. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

c. In the event of the eviction of Tenant, following the Execution of warrant of restitution, any personal property shall be deemed abandoned by Tenant and Landlord/Agent may dispose of any and all of such personal property at the election of Landlord/Agent. Pursuant to Section 13-164 of the Prince George's County Code (1999 Edition, 2002 Supplement), personal property of Tenant may not be placed by Landlord/Agent on or within a public right-of-way or on any public property. However, if Tenant or Tenant's Agent is present at the time the warrant of restitution is executed, Tenant shall be permitted to remove, salvage and transport the personal property of Tenant from the premises for a reasonable period of time, not to exceed four (4) hours.

26. DESTRUCTION

If the Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord/Agent decides to repair the same, such repairs will be made by Landlord/Agent without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

27. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT

If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Owner and condemnor by reason of the complete or partial taking of Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of Property, shall belong to and shall be the sole property of Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

28. SUBORDINATION

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any document(s) which the Landlord/Agent or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request therefor from the Landlord/Agent or the lender(s), the Landlord/Agent will have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to become a Tenant to any subsequent owner of the Property.

29. ESTOPPEL CERTIFICATE

Tenant will, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord/Agent, execute, acknowledge and deliver to Landlord/Agent a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and; (c) that Tenant does not have any actual or pending claim against Landlord/Agent.

30. EVICTION ASSISTANCE

General information and assistance is available from the Prince George's County Department of Environmental Resources.

31. MANAGEMENT

The Premises will be managed by (Owner)(Agent _____). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

32. AUTHORIZATION TO INSTALL KEYBOX

The undersigned Tenant agrees that the Landlord/Agent, during the last sixty (60) days of this Lease Agreement or any extension thereof, may install a Keybox on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Prince George's County Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Keybox unless occasioned by the negligent omission, commission, fault or other misconduct or violation by third persons of law as determined by a court of law.

Initials: _____

33. CANCELLATION BY TENANT IN INITIAL TERM

Reasonable cause beyond Tenant's control. The initial term of this Lease may be terminated upon thirty (30) days' written notice prior to the Rent Due Date, to run from the first day of the month through the last day of that same month to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date and rent due during this notice period.

34. MILITARY CLAUSE

In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this lease, and Tenant subsequently receives permanent change of station orders or temporary change of station orders for a period in excess of 3 months, Tenant's liability to pay rent may not exceed: (1) 30 days' rent after written notice and proof of the assignment is given to the Landlord/Agent; and (2) the cost of repairing damage to the premises caused by the Tenant. This clause also applies to those persons who receive orders releasing them from military service.

35. REQUIRED LICENSES

The Landlord affirms that the rental facility is licensed in accordance with Prince George's County or applicable municipal law.

36. LEAD PAINT-APPLICABLE LAW

Title X, Section 10108, The Residential Lead-Based Paint hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to Property.

If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period of 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Owner will have the option to participate in the liability limitation portion of the Maryland Program.

- **Age Classification of Property:** According to the Maryland Department of Assessments and Taxation, upon which the Owner, Agents and Tenant agree that they rely, the improvement(s) on the Property were constructed in _____ :
- **The Federal Program** (check one)
 - ☐ The Property was built during or after 1978; the Federal Program does not apply.
 - ☐ The Property was built before 1978; the Federal Program applies.
- **The Maryland Program** (check one)
 - ☐ The Property was built prior to 1950; the Maryland Program applies fully.
 - ☐ The Property was built after 1949 but before 1979, the Maryland Program applies at the Owner's option.
 - ☐ The Property was built during or after 1979; the Maryland Program does not apply.

NOTICE TO TENANT - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Tenant acknowledges that Property may be subject to Federal and Maryland Law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges receipt of the following required brochures:

1. **Under Federal Law** (The Residential Lead-Based Paint Hazard Reduction Act of 1992)
 - a. The EPA "Protect Your Family From Lead In Your Home" brochure.
2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
 - b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as in 1.a.).

Tenant understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

Tenant's Initials: _____

37. TENANT ACCEPTS PROPERTY

Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition unless otherwise agreed in writing.

38. RENOVATION, REPAIR AND PAINTING OF PROPERTY

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb lead-based paint. Before and during any renovation, repair or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Tenant shall not personally perform any renovation, repair or painting project which might disturb lead-based paint in pre-1978 rental housing.

Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord/Agent written evidence, satisfactory to Landlord/Agent, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP.

For detailed information regarding the RRP, Tenant should visit www.epa.gov/lead/pubs/renovation.htm.

39. RENT INCREASES

a. Frequency and Amount. After the initial term of this Agreement, Landlord/Agent may, from time to time and to the maximum extent permitted by law, increase rent for the demised premises. Rents may only be increased once per twelve (12) month period.

b. Notice. Thirty (30) days' prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord/Agent shall not accept less than the rent payment called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord/Agent may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.

c. Acceptance. Tenant shall indicate acceptance of Landlord/Agent's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must so notify the Landlord/Agent within thirty (30) days of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord/Agent's notice under (b) above.

40. ATTORNEY'S FEES AND COURT COSTS

Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall reimburse the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party.

41. ADDITIONAL PROVISIONS

Further Provisions and Additions

Hereto: _____

42. ADDENDUM

Addendum attached: Yes _____ No _____ Number of Pages _____

43. MISCELLANEOUS

- a. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- b. If this Lease contains a Lease Option Agreement, then it is expressly agreed that THIS IS NOT A CONTRACT TO BUY.
- c. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.
- d. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.
- e. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.
- f. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
- g. Feminine or neuter pronouns can be substituted for those of masculine form, and the plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.
- h. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- i. For purposes of this lease, any reference to a month or 30 days shall be deemed to constitute a full calendar month.
- j. Landlord/Agent may not commence an eviction proceeding or issue a notice to quit solely as retaliation against any Tenant for planning, organizing, or joining a Tenant organization with the purpose of negotiating collectively with the landlord

44. NOTICE AND SERVICE OF PROCESS

Unless otherwise designated as required by law, the names, addresses and telephone numbers of the Landlord and agent are set forth below. Notice to and service upon the agent shall constitute notice to and service upon the Landlord.

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

Landlord/Owner: **Date**

Name

Street

City **State** **Zip**

Telephone

Emergency Telephone

Agent (of Landlord): **Date**

Name

Street

City **State** **Zip**

Telephone

Emergency Telephone

Landlord/Owner: **Date**

Name

Street

City **State** **Zip**

Telephone

Emergency Telephone

Agent (of Landlord): **Date**

Name

Street

City **State** **Zip**

Telephone

Emergency Telephone

ALL TENANT(S) MUST SIGN BELOW:

THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGE(S) RECEIPT OF THE FULLY EXECUTED COPY OF THIS LEASE, INCLUDING THE PROVISIONS OF PARAGRAPH THREE (3) RELATING TO THE RENTAL SECURITY DEPOSIT.

Name **Date**

Name **Date**

Name **Date**

Name **Date**

The Prince George's County Association of REALTORS®, Inc. assumes NO liability in the event this form fails to protect the interests of the parties.