

2905 N. Charles Street, L.L.C.  
The Baltimorean Apartments  
2905 North Charles Street  
Baltimore, Maryland 21218

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, whereby 2905 N. Charles Street, L.L.C., the owner of the Baltimorean Apartments, hereinafter referred to as "Owner," does hereby lease unto \_\_\_\_\_ hereinafter referred to as "Tenant," the premises known as 2905 North Charles Street, Apartment No. \_\_\_\_\_, Baltimore, Maryland 21218, hereinafter referred to as the "Premises", for a period commencing on the later of \_\_\_\_\_ or the date Owner tenders possession of the Premises to Tenant, and ending on \_\_\_\_\_ at a base rental of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), payable in equal monthly installments of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month, in advance, without notice, deduction, setoff, or demand, on the first day of each month. For the period \_\_\_\_\_ to \_\_\_\_\_, Tenant's pro rata rental shall be \$ \_\_\_\_\_. This Lease is on the following terms, covenants, rules, and regulations which the Owner and Tenant agree to keep and perform.

**OWNER AND TENANT AGREE THAT:**

1. **SECURITY DEPOSIT:** Owner hereby acknowledges receipt from Tenant of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Owner. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Owner, or the Owner's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Owner 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 Owner at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Owner shall notify the Tenant by certified mail of the time and date when the Premises is 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. In the event of the sale or transfer of the Premises by Owner, the Owner shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Owner shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Owner's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Owner and any attempt to do so shall be void.

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 against the Security Deposit claimed by the Owner and the actual costs, within forty-five (45) days after the termination of the tenancy. The Owner shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within forty-five (45) days after the termination of the tenancy. Failure of the Owner to comply with Maryland's Security Deposit Law may result in the Owner being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

2. **DELIVERY DATE OF PREMISES:** The Owner has not guaranteed a specific delivery date for the Premises, and that the Tenant will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Owner tenders possession of the Premises to Tenant.

3. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:** 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, and/or to occupy any apartment of Owner other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent

provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

4. BANK RETURNED CHECKS: Rent payments made by check or by electronic payment which do not clear the bank cost the Owner additional expenses for bookkeeping and clerical services, therefore, Tenant will pay to Owner Thirty-Five Dollars (\$35.00) for each such bank returned check or electronic payment.

5. DEFINITION OF RENT: All payments from Tenant to Owner required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.

6. ADMINISTRATIVE AND ATTORNEY FEES: In the event Tenant, Tenant's family, agents, employees, guests or invitees violate any term or provision of this Lease (other than Section 29), or the rules and regulations thereof, Tenant shall pay to Owner, in addition to any other damages and expenses incurred by Owner as a result thereof, an Administrative Fee, in the amount of five percent (5%) of Tenant's then current monthly rental, to help defray Owner's costs incurred in connection with having Tenant remedy such Lease violation. Should Owner 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 Owner. Tenant shall be liable for such attorney fees whether or not Owner institutes legal proceedings. However, where legal proceedings are instituted by Owner against Tenant, and said proceedings result in a monetary judgment in favor of Owner, those reasonable attorney fees for which Tenant shall be liable to Owner shall not be less than fifteen percent (15%) of said judgment.

7. WAIVER: The failure of the Owner 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. Owner 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.

8. COMPLIANCE WITH RULES AND REGULATIONS: The Tenant, Tenant's family, employees, agents, guests and invitees, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Owner may adopt. It is further agreed that the Owner may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.

9. LEASE VIOLATIONS: If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's family, employees, agents, guests or invitees violate any provision of this Lease or any rule or regulation herein imposed, then Owner may treat such representation or Lease violation as a forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Owner's notice. Under such circumstances, Owner may re-enter 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 Owner 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 Owner due to Tenant's breach of Lease and/or Tenant's termination of 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), utility costs for the Premises for which Tenant, pursuant to this Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Owner's total advertising expenses for the rental 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 rental community during that same period of time.

10. INTERRUPTION OF SERVICE: The Tenant will receive no rent reduction, nor will Owner 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 Owner's fault, omission, negligence or other misconduct; or due to the inability of Owner to

obtain proper fuel, 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 Owner to stop or curtail the operation of said equipment or utilities, Owner may do so, but in such case due diligence shall be used to complete the work.

11. RIGHT OF ENTRY: Owner has the right to enter the Premises at any time by master key or, if necessary, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Owner'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 therefore, or damages by reason thereof.

12. RE-ENTRY OF PREMISES: In the event Tenant abandons the Premises or is required to vacate the Premises due to Owner exercising its rights upon Tenant's breach of Lease, then the Owner shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Owner'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. Owner 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.

13. ABANDONMENT: Abandonment of the Premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings from the Premises.

14. REPAIRS: Owner shall be responsible for repairs to the Premises, its equipment and appliances furnished by Owner, 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 Tenant, Tenant's family, employees, agents, guests or invitees. In the event Tenant fails to give Owner prompt notice of the need for repairs, Tenant shall be liable to Owner for any increased cost of repairs arising out of such failure.

15. DAMAGE TO PREMISES: 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, employees, agents or guests), the Owner will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Owner, shall remain untenantable; but if the Premises are so damaged that the Owner shall decide that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage. If the damage to the Premises is caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, employees, agents or guests, Owner may terminate Tenant's occupancy of the Premises and Tenant shall remain liable to Owner 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 any other injury or loss incurred by Owner as a result of such damage, such liability to include a subrogation claim by Owner's insurer.

16. SECTION HEADINGS AND NUMBERS: 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.

17. HEIRS AND ASSIGNS: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Owner and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 30 of this Lease.

18. NOTICES: Except as required by applicable law or this Lease, when a notice is required to be given pursuant to this Lease, the notice may be given by email; provided, however, that in the event applicable law or this Lease requires notice by specific means, such notice must be sent by the means specified by applicable law or this Lease. **Notices required by Section 1 (Security Deposit) of this Lease, notices modifying any term, covenant, rule or regulation of this Lease or notices from either party to the other terminating this Lease or possession of the Premises may not be given by email.** Subject to the foregoing sentence, all notices from Tenant to Owner shall either be sent by certified mail, return receipt requested, and addressed to Owner at 2905 N. Charles Street, L.L.C., 2905 North Charles Street, Baltimore, Maryland 21218,

or via email to Owner's email address listed below. All notices from Owner to Tenant shall be emailed to the address (if any) provided by Tenant in Tenant's Lease Application, delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to Tenant at the Premises. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

**Owner's Website:** <https://www.baltapts.com>

**Owner's Email Address:** bobbi@baltapts.com

**Tenant's Email Address:** \_\_\_\_\_

19. **AGENCY:** If any employee of Owner's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Owner shall not be liable for any loss, damage or expense in connection therewith.

20. **SUBORDINATION OF LEASE:** This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property 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. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.

21. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between Owner and Tenant, and can only be changed in writing, signed by both parties.

22. **SEVERABILITY:** 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.

23. **UTILITIES:** The Owner shall furnish heat, water and gas to said Premises during the term of this tenancy. Electricity will be furnished and billed monthly to the Tenant by the Owner, based upon actual metered usage. In the event of any interruption in such utilities, the Owner will use reasonable efforts to restore utilities as quickly as possible. In no event, however, shall the Owner be liable for any interruption in utilities to the Premises. If the Tenant is responsible for any damages to the heat, water, gas, or electricity provided to the Premises during the term of the tenancy, then the Owner shall make such repairs as are necessary, but the Tenant shall be liable to the Owner for all costs incurred by the Owner in making such repairs. The Tenant is responsible for all costs related to the wiring and installation of telephone, internet and/or cable television service in and to the Premises. Tenant is permitted to use one (1) window air conditioner unit in the Premises; however, the air conditioner must be no more than 10,000 BTUs/120 volts and must be plugged into the appropriate electrical outlet as directed by the Owner. All air conditioners must be installed by Owner. If the Tenant installs an air conditioner without the assistance of a maintenance employee, the Tenant will be liable for any damages caused by such installation and same may be charged as additional rent. A limited number of window air conditioner units are available from the management office for an additional monthly rent of \$50.00 per month. Air conditioner units will be removed when not in use. Electric space heaters are prohibited by this Lease.

**OWNER AGREES THAT:**

24. **CONDITION OF PREMISES:** The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants.

**Lease Addendum A** provides the Tenant with notice of the dangers of lead paint poisoning and requires the Tenant to advise the Owner in writing if the Tenant observes any flaking, peeling, chipping or loose paint, plaster or wallpaper in the Premises at the beginning of the lease. Tenant acknowledges receiving a copy of the lead inspection certificate prior to renting the Premises.

25. EXISTING DAMAGES: Upon written request of Tenant (sent in accord with Section 18 of this Lease) within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Owner, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy.

**TENANT AGREES THAT:**

26. VEHICLE PARKING: This Lease shall not confer upon Tenant, Tenant's agents, servants, employees, family or guests any right to park any motor vehicle in or on the apartment community's parking facilities.

27. PAYMENT OF RENT: Rent payments (by cash, check, money order or traveler's checks) are to be delivered or mailed to the management office on the first floor of 2905 North Charles Street, Baltimore, Maryland 21218. Upon request from Tenant, the Owner may agree to accept payment of any rent due, pursuant to this Lease, by means of electronic payments, including, but not limited to, credit card payments and e-checks, provided that Tenant shall, if requested by the Owner, pay to the Owner the full amount of rent due, in addition to any service or administrative charges assessed to the Owner arising from such electronic payment. Tenant agrees to fill out any forms reasonably required in order to permit such electronic payment. Should Owner employ an Agent or Attorney to institute proceedings for 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 Owner the reasonable costs incurred by Owner in utilizing the services of said Agent or Attorney.

28. LATE CHARGE: Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental 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 Owner's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

29. APPLICATION OF PAYMENTS. All payments from Tenant to Owner will first be applied to the oldest money owed by Tenant to Owner, regardless of why the payment may have been tendered or submitted.

30. OCCUPANCY, ASSIGNMENT & SUBLETTING: 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 the following additional persons, without the prior written consent of Owner, which consent may be withheld in the sole and absolute subjective discretion of the Owner, nor use or permit the Premises to be used for any purpose other than that of a private dwelling:

| <u>Name</u> | <u>Date of Birth</u> | <u>Sex</u> | <u>Relationship</u> |
|-------------|----------------------|------------|---------------------|
| _____       | _____                | _____      | _____               |
| _____       | _____                | _____      | _____               |

31. NOISE and BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents, guests and/or invitees; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Owner. Tenant will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice.

32. ILLEGAL DRUGS: If Tenant, Tenant's family, employees, agents, guests and/or invitees, engage in, permit or facilitate any drug-related criminal activity, Tenant will be deemed to have substantially and materially breached this Lease 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 Section 5-101(f) of the Criminal Law Article 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.

33. ALTERATIONS TO PREMISES: Tenant will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Owner, make any alterations, additions or improvements (including painting and papering) to the Premises. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, be the property of the Owner and remain with the Premises.

34. SURRENDER OF PREMISES: If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Owner all of the damages which the Owner suffers as a result thereof, and will further indemnify the Owner against all claims made by any succeeding tenant against the Owner founded upon delay by the Owner 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.

35. WAIVER OF BREACH: Receipt by the Owner 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.

36. INDEMNIFICATION: Tenant agrees to indemnify and save harmless the Owner 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, employees, agents, guests, or invitees of the Tenant.

37. LIABILITY OF OWNER: Owner 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 omission, fault, negligence or other misconduct of the Owner. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed an omission, fault, negligence or other misconduct on the part of the Owner. Tenant shall defend and indemnify Owner from any claim or liability from which Owner is hereby exonerated. The Owner shall not be liable in any event for loss of, or damage to, any property entrusted to any of the Owner's employees or agents by Tenant or other parties without the Owner's specific written consent to be so obligated, or for loss of or damage to any property of the Tenant within the premises, the building or grounds due to any cause whatsoever. Also, the Owner shall not be liable in any manner for any loss, injury, or damage incurred by the Tenant from acts of theft, burglary, or vandalism committed by either identified or unidentified parties.

38. TENANT HOLDING OVER: If Tenant shall continue to occupy the Premises after the expiration of this Lease, or any renewal or extension thereof, and if the Owner 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 (pursuant to Section 18 of this Lease) at least two (2) months 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 Owner applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

39. CONDEMNATION: 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 Owner shall be entitled to receive the entire award in the condemnation proceeding.

40. INSURANCE: During the term of this Lease, and any renewal or extension thereof, Tenant shall, at Tenant's sole cost and expense, maintain renter's form homeowner's insurance coverage on the Premises providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$100,000.00 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 is liable for damage to the Premises caused by the Tenant's negligence and such liability includes a subrogation claim by Owner's insurer. At Owner's request, Tenant shall provide a copy of a certificate of insurance of the

policy(ies) required by this Section. Should Tenant fail to comply with the provisions of this Section 40 of this Lease Agreement, Tenant shall pay to Owner an additional \$25.00 per month rent until Tenant purchases and maintains the insurance coverage required by this Section. Collection of such additional rent shall be in addition to, and not in lieu of, any other remedies which Owner may have as a result of Tenant's failure to comply with this Lease provision.

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Tenant's Initials

41. TENANT INDEMNIFICATION: Tenant shall indemnify and save Owner harmless from all liability, damage or expense incurred by Owner as a result of death or injury to persons, or damage to property (including the Premises) where this Lease required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.

42. PREJUDGMENT INTEREST: If Tenant violates this Lease and said violation results in a monetary loss to Owner, then Owner shall be entitled to prejudgment interest at the rate of ten percent (10%) per annum, but in no event more than the highest rate allowed by law, on the amount due Owner, from the date the Owner mails its written list of damages to Tenant.

43. QUIET ENJOYMENT: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

44. SMOKE ALARM: Owner has installed at least one smoke alarm in the Premises and said alarm(s) is in good condition and proper working order as of the beginning of the Lease term. Owner is responsible for the installation, repair, maintenance and replacement of smoke alarms required by law. Tenant is responsible for the regular testing of all smoke alarms in the Premises. Tenant shall notify Owner in writing of the failure or malfunction of a smoke alarm, which shall be delivered by certified mail, return receipt requested, to Owner, or by hand delivery to Owner, or Owner's agent, at the address used for the payment of rent. Owner or Owner's agent shall provide a written receipt to Tenant of any notification of a failure or malfunction of a smoke alarm that is delivered by hand. Owner shall provide written acknowledgement of the notification and shall repair or replace the smoke alarm within 5 calendar days after receiving the notification. Tenant assumes all liability to test the alarm(s) and hereby waives and exonerates Owner from any and all liability resulting from any defective alarm(s) which Tenant shall not have specifically reported to Owner in accordance with this Section. Tenant agrees not to obstruct, remove or tamper with any smoke alarm or otherwise render the smoke alarm inoperative, or permit the alarm(s) to be obstructed, removed, tampered with, or otherwise rendered inoperative.

45. GOVERNMENTAL CITATIONS: Tenant must reimburse Owner the cost of any fine or penalty, and any reasonable attorney fees paid or incurred by Owner, as a result of an Environmental or Code Citation or a decision of a governmental board or agency when the violation is a result of any act or omission by Tenant or by Tenant's family, agents, employees, guests or invitees, or where the building in which the Premises is located is a single family dwelling and the act or omission which resulted in the issuance of the Citation or imposition of the fine was not our responsibility under this Lease and was not committed by Owner.

46. GUEST RESTRICTIONS: Persons visiting Tenant may not reside at the Premises for more than fourteen (14) days in aggregate during any twelve (12) month period, without the prior written consent of Owner. At any time during the term of this Lease, or any renewal or extension thereof, Owner, in Owner's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Tenant or other occupants of the Premises who shall thereafter be prohibited from entering upon Owner's property, including both the Premises and the common areas within the apartment community.

47. PACKAGES, PARCELS, ETC.: In the event that Owner shall provide a facility for receiving and delivery of packages, parcels and the like, for or on behalf of Tenant, Tenant, at Tenant's sole risk, may utilize the same together with any services that may be supplied in connection with the operation thereof. No charge is made by Owner for such accommodations and Owner assumes no liability for any package, parcel, etc. left therein or in connection with the delivery of any of the same. It is the responsibility of the delivery company (i.e. Fed Ex, UPS, etc.) to notify Tenant of package delivery. If any package, parcel, etc. belonging to Tenant or any occupant of the Premises shall be placed in the hand or custody of any of the employees of Owner for safekeeping or for delivery to Tenant or any occupant of the

Premises, then such employee shall be deemed the agent of Tenant, and Owner is hereby expressly released from any and all loss, damage or expense in connection therewith.

48. PEST CONTROL: If Owner notifies Tenant of a scheduled extermination of the Premises, and Tenant fails to prepare the Premises for such extermination in accordance with Owner's instructions, Tenant acknowledges that by Tenant's failure to comply with Owner's instructions, Tenant will have prevented Owner's exterminator from properly exterminating the building in which the Premises are located. Under such circumstances, Tenant acknowledges that Tenant will be liable for any damages or losses sustained by Owner as a result thereof and that Tenant will have materially and substantially breached this Lease. In addition, Tenant acknowledges that Tenant's obligation to keep the Premises in a neat, clean, good and sanitary condition includes keeping Tenant's clothing, furniture, bed frames, mattresses, bedding, curtains and storage closets free of bed bugs and their eggs.

If Tenant suspects a bed bug infestation within the Premises, Tenant must immediately notify Owner of such suspected infestation at which time Owner will hire a licensed pest control operator to confirm the infestation. If there is a bed bug infestation, the licensed pest control operator will develop an integrated treatment and eradication plan. The cost of inspection and treatment of the infested area will be at the expense of Owner. Tenant shall be obligated, at Tenant's expense, to immediately have the Premises and Tenant's furniture, mattresses or other affected property prepared for treatment and, if applicable, removed from the Premises and have the infested area cleaned. In the event that the Tenant fails to grant access, prepare the Premises for treatment, or fails to permanently remove infested personal property from the Premises, Tenant acknowledges that Tenant will be liable for any damages or losses sustained by Owner as a result thereof and that Tenant will have materially and substantially breached this Lease.

If Tenant vacates the Premises and a bed bug infestation of the Premises is subsequently discovered, Tenant will be responsible for the cost of inspection, treatment, eradication and cleaning of the Premises. In the event that a bed bug infestation spreads from the Premises into other areas of the building, whether adjacent to, above or below the Premises, Tenant will also be held responsible for the expense of inspection, treatment, eradication and cleaning of such other areas.

49. STUDENTS: If any person who constitutes Tenant hereunder is a college or university student, a violation of the student's college or university student code of conduct, community standards or the like shall be deemed to be a violation of this Lease.

50. MILITARY: If at the time Tenant entered into this Lease, Tenant was on active duty with the United States military, and should Tenant subsequently receive permanent change of station orders or temporary duty orders for a period in excess of three months, any liability of Tenant for rent under this Lease may not exceed:

- a. Thirty days' rent after written notice and proof of the assignment is given to Owner; and
- b. The cost of repairing damage to the Premises caused by an act or omission of the Tenant.

If at the time Tenant executed this Lease, Tenant was not a member of the United States military, Tenant may terminate this Lease at any time after the Tenant's entry into military service, or the date of the Tenant's military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days. Termination of this Lease under such circumstances shall be made by delivery by the Tenant of written notice of such termination, and a copy of the Tenant's military orders, to Owner. Delivery of such notice shall be by hand delivery, by private business carrier or by placing the written notice in an envelope with sufficient postage and with return receipt requested, and addressed to Owner's notice address as specified in Section 18 of this Lease, and depositing the written notice in the United States mails. Termination of this Lease will be effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the notice specified aforesaid is delivered.

51. CARBON MONOXIDE ALARM (BALTIMORE CITY AND BALTIMORE COUNTY): Owner has supplied and installed one or more carbon monoxide alarms ("Alarm") in a central location outside of, and audible in, each sleeping area in the Premises and has provided to Tenant written information on alarm testing and maintenance, which written information Tenant acknowledges having received, such that Tenant will be able to, and will, test and maintain the



Alarm according to the manufacturer's guidelines and replace batteries as needed. Except as needed for repair or routine maintenance, Tenant agrees not to remove or disconnect any Alarm or remove batteries (except to replace the batteries) and will not render any Alarm inoperable. Tenant shall immediately notify Owner, by certified mail, of any malfunction or other problem of the Alarm.

\_\_\_\_\_  
Tenant(s) Signature(s)

52. **MILITARY SERVICE NOTICE:** Tenant shall promptly notify Owner in writing (in accord with Section 18 of this Lease) if Tenant enlists in the United States Armed Forces or is discharged from the United States Armed Forces during the term of this Lease or any renewal or extension thereof.

\_\_\_\_\_  
Tenant's Initials

53. **AUTHORIZATION TO OBTAIN CREDIT REPORT: BY SIGNING THIS LEASE AGREEMENT, TENANT GIVES THE OWNER PERMISSION TO OBTAIN A COPY OF HIS/HER CREDIT REPORT FOR USE BY THE OWNER AND/OR ANY COMPANY HIRED BY THE OWNER AT ANY TIME DURING THE TERM OF THIS LEASE OR TO ASSIST IN COLLECTING AMOUNTS DUE FROM TENANT AS DEFINED PREVIOUSLY IN THIS LEASE AGREEMENT.**

54. **TRANSFERS:** Upon written request from Tenant during the term of this Lease, Owner may, in Owner's sole and absolute subjective discretion, and on such terms and conditions that may reasonably be offered by Owner, permit Tenant to transfer from the Premises to another apartment in the building. Tenant shall pay a \$150.00 transfer fee upon approval of such request and prior to the transfer. Any Security Deposit given pursuant to this Lease may either be processed in accordance with Section 1 of this Lease or held by Owner as the Security Deposit for such other unit.

## **RULES AND REGULATIONS**

### **TENANT AGREES NOT TO:**

1. **PETS:** Keep any pets in or about the Premises without the written permission of the Owner.
2. **APPLIANCES:** Store or install any washing machines, clothes dryers, dishwashers, air conditioners or other appliances in the Premises; provided, however, that Tenant and Owner, in the sole and arbitrary discretion of Owner, may enter into a separate written agreement allowing Tenant to install, have and to use one or more of the aforesaid appliances, for an additional charge, upon such terms and conditions as may be set forth in said separate written agreement.
3. **FURNITURE:** Keep any water-containing furniture in the Premises or remove any furniture that was included in the Premises (provided by the Owner) without written permission from the Owner.
4. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises, except that Tenant may use standard picture hangers for hanging pictures, mirrors and the like. Damage-free adhesive hangers may be used.
5. **WALLPAPER, PAINT AND MIRRORS:** 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 Owner.
6. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
7. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Owner. Upon termination of the tenancy, all keys to the Premises must be returned to the Owner. If Tenant shall fail to comply with this Rule, Tenant shall pay Owner \$40.00 for reimbursement of the cost of changing or re-keying each lock.
8. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, elevators (if any), lawn areas or other common areas of the apartment community.
9. **APPLIANCES & UTILITIES:** Misuse or overload appliances or utilities furnished by the Owner.
10. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
11. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises, except in those areas specifically designated by Landlord.
12. **WIRES AND ANTENNAS/SATELLITE DISHES:** Tenant may not install any wire, cable, antenna or satellite dish for radio, television or other purposes, in or on the Premises, except to the extent authorized by the Federal

Communications Commission and only after compliance with Owner's Notice of Intent to Install Antenna/Satellite Dish on Exclusive Use Area (a copy of which is available from Owner upon request).

13. HAZARDOUS SUBSTANCES/FIRE RISK: Tenant will not keep in or about the Premises, or place into any dumpster, any substance designated as, or containing components designated as, hazardous, dangerous, toxic, explosive, volatile or harmful and/or subject to regulation under any Federal, State or local law, regulation or ordinance, or would increase the risk of fire.
14. LITTER: Litter or obstruct the public halls or grounds.
15. LAWS AND INSURANCE: Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
16. THROWING OF ARTICLES: 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.
17. WINDOW SILLS: Place anything on the outer edges of the sills of windows.
18. COMMON AREAS: Permit Tenant or Tenant's family, employees, agents, guests or invitees to loiter or play in public areas, stairways, elevators (if any), laundry rooms, or storage areas.
19. AUTOMOBILES: Wash, rinse, wax, service or repair any motor vehicle within the apartment community.
20. OBSTRUCTION OF WINDOWS, ETC.: Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Owner's buildings.
21. CLEANING OF RUGS, MOPS, ETC.: Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of any of Owner's buildings.
22. CANVASSING: Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.
23. CHARCOAL OR GAS GRILLS: Use or store any charcoal or gas grills or other open flame cooking devices or do any open flame cooking on balconies or patios.
24. DAY CARE CENTER: Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to any child or developmentally disabled person not related to the Tenant by blood.
25. CLOTHES LINES: Install, erect or utilize exterior clothes lines within the rental community.
26. REMOVAL OF ICE, SNOW AND ENCUMBRANCES: Encumber nor obstruct the sidewalks adjoining the Premises, nor allow the same to be obstructed or encumbered in any manner, and shall keep and maintain any public sidewalk or driveway adjoining the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.
27. WADING POOLS: Maintain any wading pools within the rental community.
28. WILD BIRDS AND ANIMALS: Feed birds or wild animals so as to avoid creating unsanitary conditions and attracting unwelcome animals to the area.
29. ODORS: Permit any unusual or objectionable odors to permeate or emanate from the Premises.
30. SPRINKLER SYSTEMS: Alter any fire sprinkler system (if any) or paint, cover, obstruct, nor hang anything from, any sprinkler head or other utility line.
31. TOBACCO, MARIJUANA AND VAPOR PRODUCTS: Carry or smoke a lit smoking product (tobacco, marijuana or otherwise) or inhale vapors from, or otherwise allow vapors to be emitted from, an electronic smoking device, in the Premises, on any balcony or patio, in any interior common area within the apartment building or within twenty-five (25) feet of the exterior of any building within the rental community. Tobacco may be smoked in only those common areas specifically designated by Landlord.

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Tenant's Initials

32. HOVERBOARDS/DRONES: Use or store any self-balancing scooter (a/k/a hoverboard) within the apartment community or operate any unmanned aircraft/drone or remote-controlled vehicle or other device in, on or about any building or common area within the apartment community.
33. ROOF: Enter into the roof area of the apartment building for any reason except as may be required for fire evacuation purposes.
34. MOTORIZED VEHICLES: Use or store any motorized vehicles in the Premises or the apartment building.

TENANT AGREES TO:

35. GARBAGE & RUBBISH: Place Tenant's garbage and rubbish for disposal only as Owner directs.
36. USE OF FACILITIES: Use all facilities which Owner provides for Tenant's comfort, such as playground equipment (if any), laundry, swimming pool (if any), parking areas and storage areas (if any), (none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Owner 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 Owner's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Owner without affecting the remainder of this Lease.
37. CONDITION OF PREMISES: Keep the Premises in a neat, clean, good and sanitary condition.
38. BALCONIES AND PATIOS: Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.
39. CARPETING: Use an area rug, which may be provided by Owner, in the main living area. Tenant is liable for any damages caused to the area rug by the Tenant and will reimburse the Owner (as additional rent) for any necessary repairs or replacement of the area rug.
40. DRAPERIES/CURTAINS: Keep and maintain all windows, blinds, curtains, and exterior appearances in a uniform character with those of the other apartments in the building.
41. LOCK-OUT: The replacement charge for lost keys is \$6.00 each. After two (2) sets of keys have been lost, a lock core change will be done in the Premises, and the cost assessed to the Tenant as additional rent. If Tenant is locked out of the Premises outside of normal business hours (normal business hours are Monday through Friday, 9:30 a.m. to 4:30 p.m., except for federal holidays), Tenant will be charged additional rent of \$35.00 for each occurrence. At the termination of the Lease, the Tenant must return all keys. Failure to do so will result in a charge to the Tenant of \$40.00 representing the cost of making necessary lock changes in the Building.
42. PAINT: Notify Owner, pursuant to Section 18 of this Lease, of any flaking or chipping paint found either on the inside or the outside of the Premises.
43. LIGHT BULBS: Replace, at Tenant's sole cost and expense, all light bulbs and tubes of the prescribed size and wattage for light fixtures and appliances within the Premises.
44. 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 Owner of the presence of any water leak, excessive moisture or standing water in the Premises and shall further notify Owner 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 the day and year first above written.

By:

\_\_\_\_\_  
- Owner - 2905 N. Charles Street, L.L.C.

\_\_\_\_\_  
- Tenant -

**LEASE ADDENDUM – A**

Before renting the Premises from 2905 North Charles Street, L.L.C., here and referred to as the Owner, you must read and complete this form.

Eating or chewing paint or plaster or household dust that contains lead, by children, especially under 6 years of age may cause severe illness. Areas in the Premises that can be of particular concern for chipping, flaking, loose or peeling paint, plaster or wallpaper are doors, windows, woodwork and wood trim and molding. Therefore, if you have a child or children who live with you or will live with you and you find any chipping, flaking, loose or peeling paint, plaster or wallpaper either inside or outside of the Premises you must notify us in writing.

This Lease Addendum A has been read by (or to) me, and I understand it fully. I understand that eating or chewing lead paint is dangerous to children. I will notify the Owner in writing immediately if I find chipping, flaking, loose or peeling paint, plaster or wallpaper.

By: \_\_\_\_\_  
- Owner - 2905 N. Charles Street, L.L.C.

\_\_\_\_\_  
- Tenant -