

This **LEASE** is made this ____ day of _____, 20__ between Murphy Properties, LLC, Landlord/Owner (hereinafter referred to as “Landlord”), and _____, Tenant (hereinafter collectively referred to as “Tenant”).

1. **TERM & RENTAL AMOUNT:** Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, premises know as _____, Frederick, Maryland 21701 (hereinafter referred to as “Premises”) for the term of one year (hereinafter referred to as “the initial Lease Term”), beginning on the ____ day of _____, 20__ (Lease Start Date) and ending on the ____ day of _____, 20__ (Lease End Date), payable in equal monthly installments of _____, in advance, on the first day of each and every month of said term.

2. **PAYMENT OF RENT:** Rent shall be payable in advance, on the first day of each month, without notice or demand, without deduction or offset, to Murphy Properties, LLC via direct deposit, or such other place or places as Landlord may from time to time designate in writing and said obligation to pay rent shall be independent of any other clause herein. Failure to pay rent at the time specified will constitute default and the Landlord may avail itself of any remedy afforded it under the terms of this Lease and/or applicable law, including, but not limited to, filing a written complaint in the District Court of Maryland for Failure to Pay Rent – Landlord’s Complaint for Repossession of Rented Property.

2a. Tenant also agrees that in the event Tenant shall fail to pay any installment of rent on or before the fifth (5th) day of any calendar month, Tenant shall pay Landlord, in addition to the rent, a late charge equal to 5% of the monthly rent. Such payment shall be payable 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 of the month. Nothing herein contained, however, shall constitute a waiver or limitation of Landlord’s rights to institute legal proceedings for rent, additional rent, damages, and/or repossession of the Premises for non-payment of any installment of rent and/or additional rent when and as the same becomes due and payable. The five (5) day late period is NOT a grace period; the rent is due and payable on the first of each month.

2b. If Landlord accepts any partial payment of rent, such acceptance shall not be interpreted as changing the terms of this Lease which require the payment of rent in advance, and acceptance of any check or payment or endorsement thereon or statement accompanying such check or payment shall not constitute or be deemed and accord and satisfaction, and Landlord may accept such payments or checks without prejudice to any of Landlord’s available remedies. Any payments made by Tenant to Landlord shall first be applied to any outstanding amounts due (rent, additional rent, late charges, legal fees, returned check charges, repair bills, etc.) before being applied to the current month’s installment of rent.

3. **SERVICE CHARGES:** A service charge of Twenty-Five Dollars (\$25.00) will automatically be made for each instance in which a check is returned unpaid for any reason by the tenant’s bank. If keys are lost Tenant should contact Landlord to borrow a duplicate set of keys for a \$35 fee, or Tenant, at Tenant’s own expense, may employ the services of a locksmith to gain access to the Premises but shall not change the locks to do so. Any borrowed keys must be returned to the Landlord within 24 hours of being borrowed.

4. **UTILITIES:** Landlord shall not be liable to Tenant in the event that any utilities are not furnished or supplied to the Premises through no fault of the Landlord. Tenant shall pay costs for all fuel, electric, telephone, water, sewer, cable and any other utilities for the Premises as and when the same shall become due, and make all required deposits therefore. Additionally, Tenant shall pay all trash removal costs, if applicable. In the event the utilities are billed to the Landlord by the applicable jurisdiction or utility company, then Tenant shall pay for such utility charges reflected in said bill as additional rent and any subsequent increases during the term of this Lease. Kerosene heaters are NOT permitted for use on or about the Premises.



5. **TELEPHONE:** Tenant must obtain a phone and the number must be given to Landlord within two (2) weeks of moving in to the Premises. Any change in Tenant's home, cell, or work number must be reported to Landlord immediately.

6. **USES/AUTHORIZED OCCUPANTS:** The Premises will be used solely for residential purposes and may be occupied by no more ____ persons, including children. Use of the Premises for any commercial purposes is expressly prohibited, including, by way of example, a home office in which patients, clients, or customers are received. The following persons, and not others except afterborn children and visitors, are authorized by Landlord to reside within the Premises:

6a. A visitor is a non-paying guest who resides at the Premises upon the invitation of Tenant for a complete duration of time of less than thirty (30) days, whether consecutively or cumulatively, per person, per year. If any such person shall reside at the Premises for a period of time in excess of such thirty (30) day period, such person shall be considered a sublessee in violation of this Lease.

6b. Tenant shall not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and shall comply with all applicable Federal, State, County and local laws and ordinances.

6c. 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 substances or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the Premises leased by the Tenant, his family or guests, constitutes a substantial breach of this Lease by the Tenant, which will entitle the Landlord to terminate this Lease and recover 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 may 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 a magnitude so as to interfere with the enjoyment of neighbors.

7. **MAINTENANCE OF PREMISES:** Tenant shall keep the Premises, including garage, if any, in a state of good repair, maintenance and cleanliness. Tenant shall keep grass cut and trimmed and maintain the lawn at less than four (4) inches in height and shall maintain and care for the shrubbery, trees and landscaped areas, promptly remove ice and snow from all walks, steps, and drive, and shall generally maintain grounds in good condition. Tenant shall keep the Premises, including gutters, window wells, drainage areas and grounds, free of leaves and debris. The sidewalks and entrances shall not be obstructed by Tenant nor used by Tenant for any other purposes than those of ingress to and egress from the Premises. Firewood and other sources of termites shall not be stored within fifty (50) feet of the dwelling.

7a. Tenants shall give Landlord prompt notice of any defects, leaks, or breakage in the structure, equipment, or fixtures of the Premises, including damage by fire, storm and flood.

7b. Tenant shall not, without the prior written permission of Landlord, remodel or make any structural changes, alterations, or additions to the Premises; shall not paper, paint or decorate; shall not install, attach, remove or exchange appliances or equipment, such as, but not limited to, air conditioning, heating, refrigeration or cooking units, radio or television antennae; shall not add, remove or modify existing cable television and telephone connectors; shall not drive nails or other devices into the walls or woodwork (a reasonable number of small nails as picture hangers excepted; tape is not to be used); shall not change the existing locks nor install additional locks; and shall not refinish or shellac the wood floors of the Premises. In the event Landlord grants permission for such remodeling, alterations, or additions, all costs shall be at Tenant's sole expense unless otherwise agreed and such changes, alterations or additions shall become the



property of the Landlord. The cost of correcting any unauthorized alteration shall be charges against the Tenant as additional rent.

8. **MAINTENANCE AND REPAIR OF EQUIPMENT AND APPLIANCES:** Tenant shall keep in a state of good repair, maintenance and cleanliness, all equipment and appliances included in the Premises and shall promptly report any defect to the Landlord. Tenant shall generally maintain the rental dwelling and the garage, shed and other appurtenances, if any, in a clean, sanitary, and safe condition. Tenant shall clean all appliances including, but not limited to stoves, microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifies and de-humidifiers. Any repairs made necessary due to any acts or omissions by Tenant, his family, guests, employees, or pets, shall be paid by Tenant as additional rent. Tenant shall not make nor order repairs on or about the Premises without the prior written approval from Landlord.

8a. The ceiling fans, dryer, garage door remote controls, venetian blinds, washer, window air conditioning units, window shades, and any other portable equipment, if now or hereafter installed in the Premises, are for the Tenant's use and convenience and are not warranted by the Landlord.

8b. Tenant shall furnish Tenant's own electric light bulbs and fuses and at Tenant's own expense replace faucet washers as necessary.

8c. Tenant, at Tenant's expense, shall be responsible for maintenance of any furnace filter. Filters must be changed once each month.

8d. All garbage and trash must be placed in suitable covered containers.

8e. Tenant understands and agrees that prior to cold weather the water to any outside hose bibs must be turned off and the pipes drained. Tenant shall be responsible for any damage caused by bursting pipes due to Tenant's failure to turn off the water and drain the pipes.

8f. Tenant is responsible for maintaining in good condition all doors, windows and screens now or hereafter installed at or on the Premises.

8g. Landlord is responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the 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. In the event of a bona fide emergency, and if notification to the Landlord is impractical or impossible, the Tenant may request reasonable and necessary repairs to alleviate the emergency condition at the Landlord's expense; Tenant must immediately notify the Landlord in writing of such repairs.

8h. Except as provided in the paragraph above, Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord. The failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as provided in this paragraph is a breach of the Lease and the Landlord may elect to terminate this Lease. Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to the abuse or negligent acts of commission or omission (including failure to report a problem to Landlord in a timely manner) by the Tenant, his family, guests, employees, invitees or pets.

9. **APPLIANCES AND FIXTURES:** Personal property and/or appliances in the leasing of the Premises and covered by the terms of this Lease are as follows:

- 1.
- 2.
- 3.

Tenant shall be responsible for the repair or replacement of the above itemized appliances and specified items whenever such repair ore replacement shall be required as a result of abuse, misuse and/or omission by Tenant or by occupants, guests, invitees or agents of the Tenant.



10. **VEHICLE PARKING:** No automobile, truck, motorcycle, trailer, or other such vehicle shall be parked on the Premises or on the property where the Premises are located without current license plates and said vehicles must be in operating condition. Licensed vehicles may be parked only in garages, driveways, if provided, or on the street, and shall not be stored, parked or located on any other portion of the Premises.
11. **PETS:** Tenant shall not be allowed to keep pets on the Premises except with the written permission of the Landlord. Tenants who have pets shall, at termination of occupancy, pay the cost of having the Premises defleaed and deticked by a professional exterminator and such defleaing and deticking must be warranted in writing to Landlord. When authorized, Tenants who have pets shall, at termination of occupancy, pay the cost of having any carpet in the Premises shampooed and deodorized by a professional cleaner. Tenant shall further pay for any and all damages caused by pets to the Premises. A Pet Addendum is attached if pets are authorized.
12. **SMOKE DETECTORS AND FIRE EXTINGUISHERS:** It shall be the responsibility of Tenant to check any installed smoke detectors and/or fire extinguishers periodically during the term of this Lease or any extension thereof and replace batteries at necessary to keep the smoke detectors in proper working condition and to report and malfunctions in said smoke detectors and/or fire extinguishers to Landlord in writing. Landlord assumes no responsibility or liability for any non-reported malfunctions to or misuse of smoke detectors and/or fire extinguishers by Tenant which results in injury or damage to persons or property or to the Premises. Tenant shall not remove the smoke detector or fire extinguisher or render them inoperative.
13. **INSPECTIONS OR EMERGENCY ENTRY TO PREMISES:** Landlord may enter the Premises during reasonable hours upon notice to Tenant to examine the Premises; to make necessary repairs; and to protect the Premises from damage. In the event Landlord elects to sell the Premises at any time during the term of this Lease or desires to show the Premises to prospective tenants at any time during sixty (60) days prior to the end of the term of this Lease or any extension thereof, Landlord shall have the right to place a "For Sale" or "For Rent" sign on the premises; install and utilize a lockbox; and, upon reasonable notice to Tenant, show the Premises during the hours of 9:00 am to 7:00 pm. Landlord, without prior notice to Tenant, shall have the right at all times to enter the Premises in emergency circumstances to life, limb, the Premises or property.
14. **POSSESSION:** Landlord shall not be liable for failure to give possession of the Premises to Tenant at the commencement of the Lease term if such failure is due to the fact that the Premises are, in the Landlord's opinion, not ready for occupancy; are being held over by a prior tenant; are in the wrongful possession of some other person; or are not available for any other reason. In such event, the rent payable under this Lease will be abated at the rate of 1/30 of the monthly installment of rent for each day that Tenant is not in possession of the Premises, and such abatement shall be considered by the Tenant as full settlement of any damages caused by a delay in possession. Such delay in commencement of possession shall not cause the term of this Lease to become void or voidable, except that if such a delay in the commencement of the Tenant's possession should extend for a period beyond thirty (30) days, this Lease shall be null and void, and the security deposit paid hereunder shall be returned in full.
15. **SURRENDER OF PROPERTY:** Tenant, upon termination of this Lease, shall surrender the Premises and all keys, fixtures, personal property, mechanical systems, appliances and equipment of Landlord therein in good, clean and operating order, and in a first-class condition, except for ordinary wear and tear. Tenant, at time of vacating the Premises, shall clean the Premises and appliances and equipment, including the stove and refrigerator, burner pans and rings and exhaust filters, and shall remove all trash from the Premises. If such cleaning and removal of trash is not accomplished by Tenant, or if the Premises and/or appliances and equipment are not left in first-class condition, except for ordinary wear and tear, then any action deemed



necessary by the Landlord to accomplish same shall be taken by Landlord at Tenant's expense. Landlord shall inspect the Premises and make a list of items that need to be repaired, cleaned or replaced in accordance with the terms of this Lease. In the event repair, cleaning or replacement are needed, except for ordinary wear and tear, Tenant hereby authorizes Landlord to make such repairs, cleaning or replacement and to deduct the cost from the security deposit. Upon vacating the Premises, Tenant shall surrender all keys to Landlord. In the event Tenant fails to return all keys, Tenant shall pay all costs and expenses, as additional rent, for changing locks and Tenant authorizes Landlord to deduct such cost and expense from the security deposit.

16. **MOVE OUT INSPECTION:** Landlord shall conduct a move-out inspection of the Premises and provide Tenant a list of items that need repair, cleaning or replacement in accordance with the terms of this Lease. Tenant has the right to be present when the Landlord inspects the Premises, provided Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. This notice is to be furnished to Landlord at least fifteen days (15) prior to the date of moving. Upon receipt of such notice, the Landlord shall notify the Tenant by certified mail of the time and date when the Premises are to be inspected. The date of the inspection shall occur within five (5) days before or five (5) days after the date of moving as designated by the Tenant's notice.

17. **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 decides to repair same, such repairs shall be made by Landlord without unreasonable delay, and this Lease shall remain in full force and effect without any abatement of rent.

18. **HOLD OVER:** This Lease shall terminate automatically and without further action of the parties on expiration of the Initial Lease Term. If Tenant shall hold over after the expiration of the Initial Lease Term, Tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at one and one-half (1 ½) times the monthly rate then in effect during the last month of the expiring term. All other terms and provisions of this Lease, except the term, which shall be month to month (in absence of any written agreement to the contrary), shall remain in full force and effect.

18a. Failure to vacate the Premises may result in Tenant being held accountable for rent for the period of the hold over and for consequential damages due to an incoming tenant's inability to enter the Premises because of Tenant's unlawful occupancy.

19. **CREDIT CLAUSE:** Tenant authorizes Landlord to order and obtain a Consumer Report (Credit Report) from a Consumer Reporting Agency to be used in connection with the execution of this Lease.

20. **INDEMNIFICATION AND INSURANCE:** Tenant shall indemnify and save harmless Landlord from any all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from injury to persons or personal property on the Premises, which arise out of the acts, failure to act, or omissions of Tenant, his family, guests, invitees, employees, tradespeople, and/or pets.

20a. Tenant shall do nothing and permit nothing to be done on or about the Premises which will contravene any fire insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium of any fire insurance policy or other policy, Tenant shall pay such increase as additional rent.

20b. It shall be the responsibility of Tenant, at Tenant's sole cost and expense, to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.

21. **TERMINATION:** Landlord reserves the right to sell the Premises at any time during the term of this Lease, subject to the rights of Tenant under this Lease.



- 21a. Either Landlord or tenant may terminate this Lease at the expiration of said Lease, or any extension thereof, by giving the other not less than thirty (30) days written notice prior to the end of the Initial Lease Term or any extension thereof.
- 21b. Nothing hereunder shall obligate Landlord to rent the Premises before other properties are rented that may be owned by Landlord.
- 21c. In addition to any other remedies available to Landlord under this Lease or applicable law, if Landlord shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, his family, servants, guests, invitees, or by causing annoyance to neighbors, or if Tenant occupies the Premises in violation of any rule, regulation, or ordinance issued or promulgated by Landlord, any governmental rental authority, council of unit owners, or homeowner's association, then, and in any of said events, Landlord shall have the right to terminate this Lease by giving Tenant personally, or by leaving at the Premises, a thirty (30) day written notice to quit and vacate the Premises, which termination shall be effective upon the expiration of thirty (30) days from the delivery of such notice. Landlord, at the expiration of said thirty (30) day notice, or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of the Premises and may avail itself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. In the event that Landlord shall bring any legal action against Tenant to enforce any provisions of this Lease, Tenant agrees to be liable for and to pay all such costs and fees as incurred by Landlord, including, but not limited to, reasonable attorney's fees, court costs and collection costs.
- 21d. In the event Tenant or a person who is on the Premises with the Tenant's consent demonstrates a clear and imminent danger of the Tenant or person doing serious harm to themselves, other tenants, the Landlord, the Landlord's property or representative(s) or to any other person on the Premises, the Landlord shall have the right to terminate this Lease by giving Tenant or other person in possession of the Premises, fourteen (14) days written notice that the Tenant or person in possession is in violation of this Lease and the Landlord desires to repossess the Premises pursuant to Section 8-402.1, Real Property Article, Annotated Code of Maryland, and the Tenant or person in active possession of the Premises refuses to comply.
- 21e. In the event of default by Tenant hereunder, Tenant shall be obligated to pay, as additional rent, all costs actually incurred by Landlord to obtain a new tenant, including, but not limited to, advertising costs, real estate broker fees and such other incidental costs and expenses.
22. **WAIVER CLAUSE:** The failure of Landlord to demand strict performance of any of the terms, conditions, and covenants of this Lease shall not be deemed to be a waiver of any rights or remedies which Landlord may have and shall not be deemed a waiver of any subsequent breach or default by Tenant in the terms, conditions and covenants contained herein, except as may be expressly waived in writing. In particular, the receipt by Landlord of rent with knowledge of the breach of any term, condition or covenant of this Lease shall not be deemed a waiver of such breach, and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.
23. **ABANDONED PROPERTY:** Any personal property which is left on the Premises after the termination of this Lease or the expiration of the term of this Lease or after the Tenant has vacated the Premises shall be deemed to be abandoned by Tenant or other owner and shall, at Landlord's option, become Landlord's property and Landlord may dispose of such personal property without liability to Tenant or other owner, at the expense of Tenant, as additional rent. Landlord shall not be liable to Tenant or any other owner of such abandoned person property.
24. **ACCEPTANCE OF PROPERTY:** Tenant acknowledges that Tenant has examined the Premises, or has had opportunity to do so and has elected not to examine the Premises, and Tenant's acceptance of this Lease is conclusive evidence that said Premises are in good and satisfactory order and repair, unless otherwise specified herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is", and that the Premises were in a condition permitting habitation, with reasonable



safety, at the time possession was taken. Except as provided by law, in no event shall Landlord be liable for any defects in the Premises or for any limitation on its use, unless otherwise specified herein. Tenant agrees that no representations or warranties as to the condition of the Premises have been made and that no other agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth specifically in writing. Landlord shall deliver the Premises and all common areas in a clean, safe, and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.

25 **SUBLET/ASSIGNMENT:** This Lease and the promises, covenants, conditions and agreements contained herein shall inure to the benefit of and be binding upon Landlord, its successors and assigns; and shall inure to the benefit of and be binding upon Tenant, and in the event Tenant is an individual, shall also inure to the benefit of and be binding upon their heirs, personal representatives, and permitted assigns. Tenant shall not be allowed to assign or sub-lease its leasehold interest created herein; this Lease; or any of the rights, privileges, or obligations created under this Lease or in and to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

26. **ADDITIONAL RENT:** All costs, fees, and other expenses, charges, and sums of money of every nature which Tenant assumes or agrees to pay under this Lease, together with all interest and penalties that may accrue thereon, and all damages, costs, expenses, and sums of money (including attorney fees) which Landlord may suffer or incur by reason of any default by Tenant in performance of the terms hereof, shall all be deemed to be, and collectible as, additional rent under this Lease regardless as to whether such expenses, charges or sums of money shall be referred to as additional rent in any provision of this Lease.

27. **DEFAULT:** If Tenant shall default in the performance of any part of this Lease on its part to be performed by virtue of this Lease, Landlord, in addition to all other remedies or rights available to them at law or in equity, shall be afforded all remedies allowed under Maryland law for breach or default by a tenant under a residential lease, whether such default is for nonpayment of rent or otherwise. In addition, Landlord may immediately or anytime thereafter, without notice, and in addition to any and all other remedies available to them under this Lease or otherwise by law, perform Tenant's obligation (except for payment of rent) for the account and at the expense of Tenant, which sums shall be payable upon demand, as additional rent, with interest thereon at the rate of eighteen percent (18%) per annum. Landlord may perform such obligations of the Tenant, in the event of emergency circumstances, in order to preserve life, limb, or property, in which case Tenant shall immediately reimburse Landlord for all costs and expenses incurred by Landlord in performing such obligations, as additional rent.

28. **ATTORNEY FEES:** In the event Tenant defaults under any of the provisions of this Lease and Landlord employs attorneys or incurs other expenses for the collection of rent or the enforcement of performance or observance of the terms and conditions of this Lease, Tenant, on demand, shall pay to Landlord such attorney fees and such other expenses so incurred, with interest at eighteen percent (18%) per annum, as additional rent hereunder. Such attorney fees and other expenses so incurred shall be due and payable by Tenant upon the referral of such matter to an attorney, even if any litigation has not yet been commenced. If Landlord shall, without fault on the part of Landlord, be made a party to any litigation commenced, either by or against Tenant, and if Tenant shall fail to provide Landlord with legal counsel approved by Landlord (such approval not to be unreasonable withheld or delayed), Tenant shall pay, upon demand, all costs and attorneys fees incurred or paid by Landlord in connection with such litigation, with interest at eighteen percent (18%) per annum, as additional rent hereunder.

29. **LATE CHARGE:** Subject to the provisions of Paragraph 1.d. of this Lease, in the event that any payment of rent or additional rent to be paid by Tenant as provided for in this Lease is not paid on the day such payment shall be due, then a "late charge" of five percent (5%) of such payment shall become



immediately due to Landlord for the failure by Tenant to make prompt payment as required. The late charge shall be payable for each month or for any fraction of a month that such payment is overdue.

29.a. Any remedies or rights of the Landlord specified herein for breach or default of any of the terms of this Lease are cumulative and are not intended to be exclusive of any other lawful remedies afforded to Landlord.

30. **SECURITY DEPOSIT:** Tenant has deposited with the Landlord a rental security deposit in the amount of \$ _____ (\$ __, __.00) in the form of (check applicable provision) () cash, () bank check, () money order, the receipt of which is hereby acknowledged by the Landlord, which sum does not exceed two (2) times the monthly rent as provided under Maryland law.

30a. The amount of the security deposit shall not exceed the equivalent of two (2) months rent per dwelling unit leased under the Lease. Tenant shall not apply the security deposit as rent and shall not apply the security deposit to the last month's rent.

30b. Within thirty (30) days of its receipt, the security deposit shall be deposited by Landlord in a Federally Insured Maryland banking or savings institution, which does business in Maryland, in an interest-bearing account devoted exclusively to security deposits or, upon Landlord's election, in an insured certificate of deposit at a branch of a Federally insured banking or savings institution located in Maryland, or in securities issued by the Federal Government or State of Maryland. Within forty-five (45) days after the end of the tenancy, Landlord shall return the security deposit to Tenant, by first class mail addressed to Tenant's last known address, together with simple interest which has accrued in the amount of three percent (3%) per annum, less any damages rightfully withheld, including nonpayment of rent, damages due to a breach of the Lease or damages to the leased Premises, common elements, major appliances and furnishings caused by Tenant, or by the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear. Interest shall accrue at six-month intervals from the day Tenant gives the security deposit. Interest shall not be compounded. If Landlord withholds all or any portion of the security deposit for unpaid rent or for damages as provided, Landlord, within forty-five (45) days after the termination of the tenancy, shall furnish, by first class mail directed to Tenant's last known address, a written list of damages claimed, together with a statement of the costs actually incurred.

30c. Tenant has the right to have the Property inspected by Landlord, in the presence of the Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the tenancy if Tenant so requests, in writing, by certified mail, to Landlord within fifteen (15) days of the Tenant's occupancy of the Property.

30d. Tenant has the right to be present when Landlord inspects the Property in order to determine if any damage was done to the Property, if the Tenant notifies the Landlord by certified mail of Tenant's intention to move, the date of moving and Tenant's new address. Such notice from Tenant must be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of such notice, Landlord shall notify Tenant by certified mail of the time and date when the Property 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 notice from Tenant to Landlord. Landlord need not notify Tenant of his 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 Property prior to the termination of the tenancy. In such event, Tenant may make demand for return of the security deposit by giving written notice by first class mail to Landlord within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

30e. In the event Landlord fails to comply with the provisions of Maryland law applicable to residential security deposits, Landlord may be liable to Tenant for a penalty of up to three (3) times the amount of the security deposit withheld by Landlord, plus reasonable attorneys' fees. Landlord, 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 Property, or eviction of the Tenant.



30f. In the event of a sale of the Property or the transfer or assignment by Landlord of this lease, Landlord shall have the right to transfer the security deposit to the transferee and Landlord shall be released from all liability for the return of the security deposit and Tenant shall look solely to the transferee for the return of the security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made of the security deposit to a transferee. In the event of any rightful or permitted assignment or sublease of the Lease by Tenant to any assignee or sublessee, the security deposit shall be deemed to be held by Landlord as a deposit made by the assignee or sublessee and Landlord shall have no further liability with respect to return of such security deposit to Tenant.

30g. Tenant hereby acknowledges that a copy of the foregoing Receipt for Security Deposit was delivered by Landlord to Tenant.

Tenant	Date	Tenant	Date

31. **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. A Landlord of pre-1978 housing is required to disclose to the Tenant, based upon the Landlord’s actual knowledge, all known lead-based paint hazards in the Property and provide the Tenant with any available reports in the Landlord’s possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

31a. **Age Classification of Property:** Landlord represents and warrants to Tenant(s), broker(s), broker(s)’ agents and subagents, intending that they rely upon such warranty and representation, that (*initial all that apply*):

The Federal Program (*initial 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 (*initial one*)

- the Property was build after 1978; **the Maryland Program does not apply.**
- the Property was built prior to 1950, **the Maryland Program applies fully.**
- the Property was build after 1949 but before 1979, **the Maryland Program applies at Landlord’s option.**

Age Classification Unknown (*initial, if applicable*)

Landlord is uncertain as to age classifications; therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

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 the 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 1a.)

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

Initials of Tenant(s)

32. **ESTOPPEL CERTIFICATE:** Tenant shall, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord, execute, acknowledge and deliver to Landlord 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.

33. **MILITARY CLAUSE:** In the event Tenant is a member of the United States 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 three (3) months, including release from military service, 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; and (2) the cost of repairing damage to the premises caused by the Tenant. This clause also applies to those persons who receive orders discharging them from military service.

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

34a. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the premises caused by water, moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the premises which occur 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, to remediate and repair such water damage and removal of mold.

35. **CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Tenants may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing the Lease/Contract. Tenant shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further



acknowledges that Landlord involved in the lease of the Property, has any duty nor assumes any duty of responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

36. **MISCELLANEOUS:** The terms, conditions, covenants and agreements contained in this Lease shall be binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors, and permitted assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement or of any subsequent breach thereof of this Lease. The parties agree that venue and jurisdiction for any dispute hereunder shall be the District Court for the County in which the Premise is located.

36a. Tenant acknowledges that the statements and representations made by Tenant in the executed application for the Lease of the Premises are true; that said statements have induced Landlord to enter into this Lease; that said statements are deemed a part of this Lease; and that the falsity of any of such statements shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.

36b. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. This Lease has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to Tenant at the time the Lease was fully executed.

36c. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is held by any court of competent jurisdiction to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

36d. Tenant expressly warrants that Tenant is eighteen (18) years of age or older and acknowledges that this warranty is being made for the purpose of inducing Landlord to lease the Premises.

36e. 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.

36f. Each Tenant signing this Lease shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

36g. There will be a \$1.00 per page charge for any additional copies of this Lease.

37. **ADDITIONAL PROVISIONS:** Tenant understands this is a non-smoking Property.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year first above written.

LANDLORD: Murphy Properties, LLC

TENANT: _____

BY: _____

TENANT: _____

6110 Fieldcrest Drive
Frederick, MD 21701

