



**13. TRUTHFULNESS OF RENTAL APPLICATION:** Tenant represents and warrants that the statements made on the Rental Application for this Lease are true and complete in all material respects. Tenant acknowledges that all representations on the Application are material representations that have been relied upon by the Landlord as an inducement to the rent the Premises to the Tenant. If any representation made by Tenant in the Application is false or misleading as to any material fact, Landlord shall have the right to terminate this Lease, to hold Tenant liable for any and all damages to the Premises, to exercise all legal and equitable rights and remedies, and to recover reasonable attorney's fees and costs. Tenant shall provide Landlord or Landlord's Agent with current home and work telephone numbers at start of Lease and at any time during this Lease that such numbers change.

**14. SECURITY DEPOSIT NOTICE AND RECEIPT:** The Tenant shall, upon execution of this Lease, deposit with the Landlord the sum indicated above [See Section 7], which shall not exceed two months rent, to be held in an escrow account to ensure full compliance by Tenant of all provisions of this Lease, including but not limited to Tenant obligations with respect to damages caused by the Tenant, Tenant's family, agents, employees, guests, other invitees or pets. The Landlord hereby acknowledges receiving from the Tenant payment of the Security Deposit referred to in Section 7. Within 30 days after Landlord receives the security deposit, the Landlord shall deposit the funds into an interest bearing account devoted exclusively to security deposits, and thereafter maintain the security deposit in a federally insured financial institution that does business in the State of Maryland.

At the end of the tenancy, the security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the Tenant or the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the Landlord. The Tenant is hereby advised that Tenant has the right to be present when the Landlord or the Landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant to the Landlord shall be mailed at least 15 days prior to the date of moving. Upon receipt of the Tenant's notice, the Landlord shall notify the Tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in the Tenant's notice. Failure by the Landlord to comply with this requirement forfeits the right of the Landlord to withhold any part of the security deposit for damages, although Landlord may retain the right to pursue other legal remedies against the Tenant. The Landlord's application of the Security Deposit shall not be the Landlord's sole remedy in the event of the Tenant's default if the costs of repairs, replacements or other damages exceed the Security Deposit, the Tenant shall pay for such excess costs. During the tenancy, the Tenant may not use the Security Deposit for any payment of rent or other obligations, and the Tenant shall not use the Security Deposit as the last month's rent.

The security deposit is not liquidated damages and may not be forfeited to the Landlord for breach of the rental agreement, except in the amount that the Landlord is actually damaged by the Tenant's breach. In calculating damages for lost future rents any amount of rents received by the Landlord for the premises during the remainder if any, of the Tenant's term, shall reduce the damages by a like amount.

If Landlord withholds any portion of the security deposit for damages as described above, the Landlord must present by first-class mail directed to the last known address of the Tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed by Landlord together with a statement of the cost actually incurred. If the Landlord fails to comply with this requirement, the Landlord forfeits the right to withhold any part of the security deposit for damages.

Within 45 days after the end of the tenancy, the Landlord shall return the security deposit to the Tenant together with simple interest which has accrued in the amount of 3 percent per annum, less any damages rightfully withheld. Interest shall accrue at six-month intervals from the day the Tenant gives the Landlord the security deposit. Interest is not compounded. Interest shall be payable only on security deposits of \$50 or more. If the Landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the Tenant has an action for up to threefold of the withheld amount, plus reasonable attorney's fees.

**If any security deposit is paid by Tenant [See Section 7], Tenant is hereby notified of the following:**

- (1) At the commencement of the tenancy, if the Tenant specifically requests by certified mail within 15 days of the Tenant's occupancy, the Tenant has right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy;
- (2) At the conclusion of the tenancy, if the Tenant notifies the Landlord by certified mail at least 15 days prior to the date of the Tenant's intended move, of the Tenant's intention to move, the date of moving, and the Tenant's new address, the Tenant has the right to be present when the Landlord inspects the premises in order to determine if any damage was done to the premises; if Tenant provides such notice, the Landlord has the obligation to conduct the final move-out inspection within 5 days before or after the Tenant's stated date of intended moving, and the Landlord has an obligation to notify the Tenant in writing, by certified mail, of the date and time of the final move-out inspection;
- (3) The Tenant has 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 Landlord and the actual costs, within 45 days after the termination of the tenancy;
- (4) The Landlord has an obligation to return any unused portion of the security deposit, by first class mail, ad-

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dressed to the Tenant's last known address, within 45 days after the termination of the tenancy; and

(5) The failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the Tenant for a penalty of up to 3 times the security deposit wrongfully withheld, plus reasonable attorney's fees.

**15. SURRENDER OF PREMISES AND MOVE-OUT INSPECTION:** The Tenant shall, upon termination of this Lease, surrender the Premises and all fixtures and equipment of the Landlord in good, clean and functioning condition, ordinary wear and tear excepted. The move-out inspection shall be made to determine whether there are any damages to the Premises by the Tenant and whether the Tenant may be liable for damages exceeding the amount of the Security Deposit.

**Prior to this inspection, the Tenant shall:**

1. Ensure that the Premises are thoroughly cleaned, including the stove, refrigerator and windows, remove all personal property of Tenant as well as trash from the Premises; clean gutters and downspouts, cut grass and remove leaves as necessary;
2. Have carpets cleaned and deodorized by a professional company acceptable to the Landlord and provide a paid receipt;
3. Eliminate any other household pests from the interior of the Premises, including but not limited to fleas, ticks, roaches, ants and rodents;
4. Have the Premises professionally treated for fleas and ticks and provide a paid receipt, if pets have been present.

Within twenty four (24) hours after vacating the Premises, the Tenant shall return to the Landlord or Landlord's Agent all keys, garage door openers, passes and documents, including all provided appliance manuals and Community Association documents. Failure to comply will be cause to charge the Tenant for changing the locks and/or the cost of replacing the Community Association documents.

If the Tenant does not accomplish such cleaning, trash removal, exterminating and return of Landlord's property above, Landlord or Landlord's Agent may have such items completed at the Tenant's expense, and the Tenant hereby agrees to reimburse the Landlord for such expense. The costs and expenses referred to above shall be considered damages due to breach of Lease in excess of ordinary wear and tear. Any property which is left on or at the Premises after the termination of the tenancy shall be considered to be abandoned by the Tenant or others and Landlord or Landlord's Agent may dispose of it without liability to Tenant or others. Such storage or removal shall be at the expense of the Tenant.

**16. PAYMENT OF RENT:** Rent is due and payable on the **first day** of each month. It is agreed and understood by all parties to this Lease Agreement that any rental payment received by the Landlord or Landlord's Agent **five (5)** days or more after the due date shall be subject to imposition of a late charge of five percent (5%) of the monthly rent. This late charge, if not remitted with the delinquent rental payment shall remain due and is payable immediately. All late fees payable by Tenant shall constitute additional rent due under this Lease. Should the Landlord or Landlord's Agent accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of the Lease which require the payment of rent in advance. Any payment made by the Tenant to the Landlord or Landlord's Agent shall first be applied to any outstanding amounts for charges other than the current month's rent (past rent, late charges, legal fees, returned check charges, repair bills or deductible charges, court costs and other reasonable and associated costs of judicial proceedings, etc.) before being applied to the current month's rent. Payment shall always be applied to the Security Deposit due before being applied to rent. If any personal check used in payment of rent, Security Deposit, or any other monies due the Landlord, is returned by the bank for insufficient funds, closed account, or any other reason, all future payments must be made in cash, certified check or money order at the option of the Landlord or Landlord's Agent. Tenant agrees to pay Landlord an administrative charge of \$25.00 on all such returned checks. Unless Tenant makes payment by check, Landlord or Landlord's Agent shall give Tenant a receipt showing payment and the time period the payment covers.

**17. USE, QUIET ENJOYMENT AND LOCAL LAWS:** Landlord covenants that the Tenant, upon paying the rent and complying with the terms of this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term of the Lease. The Tenant shall use the Premises in compliance with applicable laws and ordinances, in a manner which shall not increase the Premises' insurance rates.

**18. PETS:** No pets of any kind are permitted on the Premises at any time except those, if any, permitted in writing by Landlord or by Law. In any event, Tenant shall be responsible for all costs of repairing any damage or removing any stains or odors caused by an animal on the Premises. Tenant shall be liable for any damages caused by any animal on the Premises including, but not limited to, the replacement of carpeting, hardwood flooring tile, sub-flooring, and lost rent resulting from Landlord's inability or delay in re-renting the Premises due to a stain, odor or other damage.

**19. UTILITIES:** The Tenant shall be responsible for the cost and maintenance of all utilities to the Premises, including but not limited to heat, electric, gas, fuel oil, water, sewage, refuse collection, recycling, telephone, cable television and any other utilities. The Tenant shall be responsible for placing the billing into the Tenant's name effective with the start of this Lease and shall promptly pay all such utility bills during the Lease Term as the bills become due. Landlord may elect to keep the city, county or private water, sewer and/or trash bills in Landlord's name, and to receive these bills directly from the municipality and to then forward a copy of these bills to Tenant for payment by Tenant. Such arrangements shall not relieve the Tenant of Tenant's financial responsibility or obligation under this Lease for these services. The Tenant agrees to forward a receipted paid water bill for the above Premises to Landlord or Landlord's Agent at the termination of the Lease. In the event Tenant fails to make such payments or any other utility payments critical to the maintenance or protection of the property (including but not limited to electricity, heat in cold months, proper sewer or septic tank

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operation), then Landlord or Landlord's Agent, at its option, may pay same for Tenant's account, in which event Tenant shall immediately, as additional rent, reimburse Landlord in full the amount thereof. Such payment may, at the discretion of the Landlord, be added to or deemed part of the rent due and the Landlord shall have the right to seek the remedies for the collection of such charges, together with any interest and penalties incurred, as additional rent.

**20. ALTERATIONS AND REDECORATING:** Tenant shall not remodel or make any structural changes, alterations or additions to the Premises, remove or exchange appliances or equipment, such as, but not limited to air conditioning, heating, refrigeration or cooking units. Tenant shall not drive nails or other devices into the walls or woodwork except for a reasonable number of small nails as picture hangers (which Tenant shall be responsible for professionally repairing at end of tenancy). In no case shall tape be used. Tenant shall not paint, install wallpaper, paneling, flooring, carpeting, ceiling tiles or any other object attached in any way to the property. Tenant shall not refinish nor recoat the wood floors of the Premises. Tenant shall not affix any object containing an adhesive backing to any surface in the Premises, attach plant hooks to the ceiling, install iron safes, water beds or any other extra-heavy objects. The Landlord reserves the right to prescribe the maximum weight, proper position and the manner of placing objects. The Tenant shall be liable for any damage to the Premises caused by bringing in, using, or removing Tenant's furnishings. Tenant shall not change or re-key the existing locks, nor install additional locks or devices. In the unexpected event that Tenant must re-key or change the locks in an emergency, the work shall be done professionally and Tenant shall immediately provide Landlord or Landlord's Agent with duplicate, working copies of all keys in such quantity as required by Landlord or Landlord's Agent (and instructions on how to operate all new locks). The Tenant shall be responsible for the quality of any replacement locks and any damage caused by installation.

**21. LANDLORD CONSENT REQUIRED:** The Tenant is required to submit a **written request** to the Landlord for permission to perform any alterations. Prior to performing any alterations, Tenant must have the **Landlord's consent in writing**. Landlord shall have the right to inspect the Premises to determine whether it has been altered or redecorated without consent, or whether such alterations and redecoration, if done with written consent, have been properly completed in a good and workmanlike manner. Any alterations, repairs or replacements which have been permitted, are to be done with a quality of materials and workmanship comparable to those which currently exist on the Premises.

**22. REPAIRS AND NOTICE OF DEFECTS:** Tenant shall give the Landlord or Landlord's Agent prompt notice of any defects, leaks, or breakage in the structure, equipment or fixtures of the Premises including damage by accident, fire, storm or flood.

**23. APPLIANCES AND PERSONAL PROPERTY:** [See Section 6] Any refrigerator, range, washer, dryer, dishwasher, other personal property or appliances which are located or installed on the Premises are provided "as is," are for the Tenant's use and convenience and are not warranted by Landlord. Tenant agrees to maintain said appliances and personal property at Tenant's own risk and expense and maintain them in good order. In the event of replacement of appliances, the cost shall be the responsibility of the Landlord. By definition, replacement shall be necessary in the event the cost of repair exceeds seventy percent (70%) of the replacement cost, unless such condition is the result of Tenant negligence.

**24. REPAIRS AND TENANT MAINTENANCE OF PREMISES:** The Tenant shall keep the Premises in good order and condition and shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises, nor permit any person to do so, and any repairs resulting from such acts shall be paid for by the Tenant. (Tenant shall not order repairs on or about the Premises without prior approval of Landlord or Landlord's Agent.) Landlord shall be responsible for structural and major repairs to the Premises including the heating and air conditioning systems, roof, water heater, electrical systems, and structural elements. Tenant shall be responsible for the ongoing maintenance and operation of the Premises (including, but not limited to, points 1-16 below), and for repairs made necessary by misuse, negligence, excessive wear and tear, or destructive activities of Tenant, other occupants, guests, invitees, pets or others, whether authorized or unauthorized. In addition, all repairs not otherwise addressed in this Lease are each subject to a deductible amount of [See Section 10] which is to be paid promptly by Tenant.

**Additionally, the Tenant shall be responsible for:**

1. Maintaining the Premises in a clean, orderly and sanitary condition and complying with all applicable federal, state and local laws, ordinances and regulations with respect to occupancy of the Premises;
2. Disposing of all trash, garbage, and waste in suitable covered containers or appropriate or required receptacles;
3. Using and operating all appliances, equipment and systems in a safe and reasonable manner so as not to overload them;
4. Maintaining, turning off and properly draining water pipes in cold weather. In the event that the plumbing at the Premises is frozen or obstructed due to negligence of Tenant, Tenant's family, guests or others, Tenant shall immediately pay the cost of repairing the frozen pipes or clearing the obstruction and any additional costs associated with the repair (including, but not limited to, drywall, carpet and repainting);
5. Changing of furnace, heat pump and air conditioner filters at Tenant's expense at least once every two (2) months;
6. Clearing plumbing stoppages of all toilets and drains including garbage disposals; In the event that plumbing of premises is obstructed due to the negligence of the Tenant, Tenant's family, employees, or guests, the cost for clearing such obstructions shall be paid by the Tenant;
7. Replacing and fixing any glass or screen breakage; Furnishing and replacing light bulbs, fuses and faucet washers as needed;
8. Maintaining all flooring and carpeting in a clean and good condition;
9. Cutting and maintaining the lawn, keeping hedges trimmed, flower beds and shrubbery in good order and properly pruned;
10. Maintaining exterior gutters, drains and grounds free of leaves and other debris;

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11. Storing firewood and other sources of termites at least twenty (20) feet from dwelling;
12. Keeping the streets and areas adjacent to the Premises clear of filth, refuse and obstructions;
13. Promptly removing ice and snow from all walks, steps, and drives including public sidewalks and steps, and maintaining a clear condition;
14. Controlling and eliminating pests in or emanating from the Premises including but not limited to ants, roaches, fleas, ticks and rodents during occupancy and upon vacating;
15. Making any repairs, alterations, or additions required by any governmental authority, condominium or homeowners association, or the managing agent due to the Tenant's use;
16. Promptly reporting to the Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any resulting damage. This does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.

**25. SMOKE DETECTORS:** Tenant acknowledges that, if the Premises contains one, two or three residential units, it is the Tenant's responsibility to provide and maintain at least one approved smoke detector (including maintenance and replacement of batteries), in accordance with the provisions of Article 38A, Section 12A of the Annotated Code of the State of Maryland, as amended. Tenant assumes all liability for smoke detectors, and hereby releases and indemnifies Landlord and Landlord's Agent from any and all liability resulting from any claims related to smoke detectors. If the building contains four or more residential units, then it is the Landlord's responsibility to install and maintain the smoke detectors.

**THIS RESIDENTIAL DWELLING UNIT CONTAINS ALTERNATING CURRENT (AC) ELECTRIC SERVICE. IN THE EVENT OF A POWER OUTAGE, AND ALTERNATING CURRENT (AC) POWERED SMOKE DETECTOR WILL NOT PROVIDE AN ALARM. THEREFORE, THE OCCUPANT SHOULD OBTAIN A DUAL POWERED SMOKE DETECTOR OR A BATTERY POWERED SMOKE DETECTOR.**

**26. NOTICES AND AGENTS:** In every instance in which notice is required to be given, such notice shall be in writing and personally delivered or sent by first class, certified or registered mail. Notice to the Landlord shall be addressed to the address provided in Section 12 [See Section 12]. Notice to the Tenant shall be addressed to the Premises. All notices sent by mail shall be deemed to be given as of the postmark date. Either party may change the address to which notices are to be sent by sending written notice of such new address to the other party. Should the Landlord retain an Agent to serve as Property Manager for the Premises, any authority vested in the Landlord under the terms of this Lease may be exercised by the Agent and all notices to be furnished to the Landlord shall be furnished to the Landlord's Agent instead. The party identified in Section 12 is the person authorized to accept service of process on behalf of the Landlord; if such party is a corporate entity, service of process shall be made upon the resident agent for that entity as recorded with the Maryland State Department of Assessments and Taxation.

**27. COMPLIANCE WITH COMMUNITY ASSOCIATION DOCUMENTS:** The Tenant's right to use and occupy the Premises shall be subject to the provisions of the [See Section 8] ("Community Association") (which shall include condominium unit owners' association, homeowners' association or other similar associations) Covenants, Declarations and Bylaws (collectively "Association Documents") and to such rules and regulations as the Community Association may issue (collectively "Rules and Regulations"). **Failure to comply with the provisions of the Association Documents or Rules and Regulations shall constitute a breach of this Lease.** All costs incurred to cure such a breach shall be paid by the Tenant. To the extent permitted by the Community Association, this Lease grants the Tenant the rights of the Landlord to use the common elements and facilities of the Community Association (excluding membership rights in the Association), for the Lease Term, in accordance with the provisions of the Association Documents and Rules and Regulations and provided that the Tenant pays any optional user fees. The Landlord agrees to complete necessary forms for the Tenant to obtain or use any Community Association services. Upon Tenant request, Landlord shall provide Tenant with name and address of the Community Association management company or the Community Association officers. Notwithstanding, Tenant acknowledges that it is Tenant's own responsibility to comply with Community Association Covenants, Rules and Regulations throughout the Term of this Lease.

**28. EARLY TERMINATION OF OCCUPANCY:** Tenant shall not be released from liability for rent or other charges due under this Lease unless Landlord agrees in writing to release Tenant from such liability. If any party to the Lease should die during the Lease Term, the Personal Representative of the Estate of the deceased may terminate this Lease by giving at least one month's written notice prior to any rental due date.

**29. LEASE VIOLATIONS:** If the Tenant, Tenant's family, employees, or guests violate any provision of this Lease, or any rule or regulation herein imposed, then Landlord may reasonably treat such representation or Lease violation as a material breach of the terms of this Lease, in which event Landlord may terminate the Lease by giving written notice to the Tenant to vacate the Premises, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord 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, Tenant shall remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises as 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-leasing the Premises such

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as rental commissions, administrative expenses, a proportionate share of advertising expenses, utility costs for the Premises while it remains vacant, costs incurred in cleaning, repairing or redecorating the Premises and costs reasonably associated with necessary compliance with applicable State and Federal law including cleaning and testing for lead paint as mandated under Maryland Code, Environment Article, Sections 6-801 *et seq.*

**30. VEHICLE PARKING:** No automobile, truck, motorcycle, trailer or other vehicle shall be parked on the property without current license plates. Properly licensed vehicles in operating condition may be parked in the driveway, if provided, or in the street or other paved parking area, in accordance with the law and any community or community association restrictions or regulations. If the Premises is part of a community association, Tenant agrees to abide by all parking rules, regulations and restrictions and to use only those parking spaces provided or assigned to the unit. Tenant shall be responsible for informing Tenant's guests and invitees of these rules and Tenant shall be responsible for Tenant's guests and invitees abiding by these rules. If vehicle registration is required by the community association, it shall be Tenant's responsibility to ensure that Tenant's vehicles are registered promptly and properly. Any community association parking fines or penalties caused by Tenant's vehicles shall be the responsibility of the Tenant under this Lease and payment for such shall be promptly made by Tenant. In the event that Landlord is required by the community association to pay for such, this amount shall be considered as additional rent under the terms of this Lease.

**31. LIENS ON THE PREMISES AND SIGNS:** Tenant shall not create or permit any lien upon the Premises or Tenant's interest in this Lease. Tenant shall not place nor display any sign, advertisement or notice on any part of the Premises.

**32. ACCIDENT LIABILITY:** The Tenant hereby releases the Landlord and Landlord's Agents from all responsibility, and expressly assumes all liability, in any action for damage which may arise from any kind of injury to anyone, by or on account of the use, or misuse, of that portion of the demised Premises within the exclusive control of Tenant, or by and on account of any physical condition that may, at any time, exist upon that portion of the Premises within the exclusive control of the Tenant. To the extent permitted by law, the Landlord shall not be liable for any injury, damage or loss resulting from any accident or occurrence in or upon the Premises. To the extent permitted by law, Tenant shall indemnify and hold Landlord harmless against liability, claims or actions for any damages caused in whole or in part by Tenant, Tenant's family, agents, employees, guests, other invitees or pets.

**33. TENANT'S INSURANCE AND PERSONAL PROPERTY:** Tenant agrees to obtain Tenant liability insurance in an amount not less than the amount specified above [See Section 9] and shall have the Landlord and Landlord's Agent named as "additionally insured." **Tenant must provide proof of such insurance coverage to Landlord or Landlord's Agent at time of move-in** and at any other time upon request. Should Tenant not provide proof of such coverage at move-in, Landlord reserves the right (but in no case shall be required or expected) to place such liability coverage in Tenant's name and at Tenant's expense. The cost of such policy premium, if placed by Landlord, shall be considered as additional rent. Tenant shall not act nor permit another to act in a manner which shall adversely affect, increase the cost of, or result in the cancellation of any fire or other insurance policy of the Landlord covering the Premises. Tenant acknowledges that all of Tenant's personal property or that which belongs to others placed on the Premises at the invitation of or with the consent of the Tenant shall be at the Tenant's sole risk. To the extent permitted by law, Tenant shall indemnify and hold harmless Landlord from and against any loss or damage to such personal property.

**34. ACCESS TO THE PREMISES AND INSPECTION DURING OCCUPANCY:** The Landlord or Landlord's Agent, upon reasonable notice to the Tenant and at reasonable times, may enter the Premises in order to inspect, make necessary or agreed-upon repairs, decorations, alterations, or improvements, supply necessary or agreed-upon services, place a "For Rent" or "For Sale" sign upon the Premises and/or a key lockbox. "Reasonable times" shall generally be considered to be between 8:00 a.m. and 8:00 p.m. If Landlord or Landlord's Agent is unable to gain access after making reasonable attempts to arrange an appointment with the Tenant, Tenant authorizes Landlord or Landlord's Agent to use a key provided by Landlord or Landlord's Agent to gain entrance to the property. Before using this authorization, Landlord or Landlord's Agent shall notify the Tenant of the date and time of the inspection, although the Landlord or Landlord's Agent is under no obligation to inspect.

In case of emergency, where it is impractical for the Landlord or Landlord's Agent to give reasonable notice to the Tenant of the intent to enter the Premises, or in case the Premises have been vacated, abandoned or surrendered by the Tenant, the Landlord or Landlord's Agent may enter the Premises without notice and without the consent of the Tenant. Should it become necessary to make repairs or to decorate the Premises, the Landlord or Landlord's Agent, whenever possible, shall make arrangements for such workers to coordinate with the Tenant the time and date when workers may enter the Premises in order to accomplish the work. It then shall be the Tenant's responsibility to ensure that these workers have access to the Premises at a time and date convenient to both Tenant and workers and that this time and date should be during the regular business hours of the firm doing the work. If the Tenant refuses to allow or prevents this access as provided herein, Tenant shall bear any additional expense incurred by the Landlord or Landlord's Agent. The Landlord may take legal action to compel access or may terminate this Lease. In either case, the Landlord or Landlord's Agent may recover actual damages sustained and reasonable attorney's fees.

**35. SHOWING OF PREMISES FOR RENT OR SALE:** During the last [See Section 11] days of this Lease, the Tenant shall permit the posting of a

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"For Rent" sign and shall allow the Premises to be shown to prospective Tenants during the hours of 10:00 a.m. to 8:00 p.m. daily. During the last [See Section 11] days of this Lease, the Tenant shall permit the posting of a "For Sale" sign and shall allow the Premises to be shown to prospective Purchasers during the hours of 10:00 a.m. to 8:00 p.m. daily. Landlord or Landlord's Agent, if requested, shall give the Tenant at least one hour's telephone notice of such showings. However, if the Tenant is not home when the telephone call is made, the Premises may be shown utilizing the key retained by the Landlord or Landlord's Agent or by use of a key lockbox, as authorized by the Landlord. Tenant agrees to keep Premises reasonably clean and orderly and that any pets (permitted on the Premises only by an addendum to this Lease) shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

**36. RENEWAL PROVISION:** At the end of the Term set forth above [See Section 3], unless one of the parties provides to the other written notice prior to the first day of the final full rental month of its intention to terminate this Lease at the end of such Term, then this Lease shall convert to and continue as a month-to-month Lease, subject to all remaining conditions of this Lease. Either party may terminate the month-to-month Lease at the end of any rental month provided that written notice of termination is delivered to the other party prior to the first day of the final rental month of the tenancy. **Please Initial:**

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**37. ASSIGNMENT, SUBLEASE AND USE:** The Tenant covenants that the Tenant shall not carry on any business within the leased Premises, nor use the Premises for any purpose other than that of a private, single family residence, nor permit the Premises to be used for any disorderly or unlawful purposes. The Tenant shall not sublet the Premises, nor assign this Lease without consent in writing of the Landlord or Landlord's Agent which consent may be withheld at Landlord's sole discretion, with or without cause. The Tenant shall not use or permit the Premises to be used for any unlawful act in or upon the Premises. Further, the Tenant shall not make nor permit to be made any disturbing noises, or do anything which will unreasonably interfere with the rights, comforts or conveniences of neighbors, or act in any manner as to constitute or become a nuisance. Any breach of this provision shall be sufficient cause for the Landlord or Landlord's Agent to issue to the Tenant a thirty (30) day notice to vacate, any other provisions of this agreement notwithstanding.

**38. CASUALTY DAMAGE:** If the Premises are destroyed by fire, act of nature, act of God, public enemies, or other casualty, the Term of this Lease shall immediately cease upon payment of rent apportioned to the day of such happening. If, however, the Premises are only partially destroyed or damaged and the Landlord decides to repair the Premises, such repairs shall be made by the Landlord or Landlord's Agent without unreasonable delay, and this Lease shall remain in full force and effect, without any abatement of rent. Should Tenant negligence or omission be the cause of the destruction or damage, the Lease shall not cease nor shall there be any abatement in rent, and the Tenant shall be liable for the rent during the unexpired Term of this Lease, without abatement unless Landlord elects to terminate this Lease.

**39. ACT OF GOVERNMENT:** If the leased Premises is acquired or condemned by eminent domain for any public or quasi-public use or purpose, whether in whole or in part, and such acquisition or condemnation renders the Premises uninhabitable then the Term of this Lease shall cease and terminate as of the date the governmental body obtains title in such proceedings, and all rents shall be paid to that date and the Tenant shall have no claims against the Landlord or Landlord's Agent for any value of the unexpired Term of the Lease.

**40. DRUG-FREE PREMISES:** It is the policy of the Landlord to make reasonable efforts to provide an environment free from any illegal drug activity. Tenant acknowledges that the use or possession of illegal drugs (including any controlled dangerous substances as defined by federal, state or local law) upon the Premises is strictly prohibited. Tenant agrees that no person occupying or otherwise using the Premises, shall manufacture, sell, distribute, dispense, or store any illegal drugs on or about the Premises, nor shall any such person attempt, endeavor or conspire to manufacture, sell, distribute or store any illegal drugs on or about the Premises. Any violation of this prohibition shall give Landlord the right to terminate this Lease immediately, in which event Landlord shall give Tenant written notice to vacate the Premises. If Tenant fails to vacate the Premises in accordance with the notice, Landlord shall be entitled to immediately seek repossession of the Premises in accordance with applicable law. Tenant agrees Landlord shall be entitled to repossession of the Premises pursuant to this provision if Landlord or Landlord's Agent has a reasonable basis to believe there has been a breach of this covenant to maintain a drug-free environment.

**41. SEVERABILITY AND DEFAULT:** The provisions of this Lease are severable and if any provision, clause, sentence, section or part thereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality or inapplicability shall not affect nor impair any of the remaining provisions, sentences, clauses, sections, or parts of the Lease or their application to the Tenant or other persons or circumstances. If by reason of default or breach by the Tenant of the covenants contained in this Lease, the Landlord or Landlord's Agent is subjected to or incurs

**This Page Included. Please Initial:**  
Tenant \_\_\_\_\_ / \_\_\_\_\_  
Landlord \_\_\_\_\_ / \_\_\_\_\_

