

TWO-YEAR RESIDENTIAL DWELLING LEASE

Tenant Initials: _____

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**LEESOR: SHELBY COMPANY LLC –AGENT
OWNER, AS USED HEREIN, SHALL INCLUDE THE OWNER’S AUTHORIZED
REPRESENTATIVE.**

TENANT: ALICIA HENDERSON SSN# 213-39-9791 DOB: 04/14/1993

LEASED PROPERTY ADDRESS: 2714 Pelham Ave Baltimore, MD 21213

DATE OF LEASE OFFER: 12/31/2024

1. INITIAL TERM OF LEASE: Owner leases to Tenant and tenant leases from Owner the Property for the term of TWO (2) Years commencing on the 31st day of 12/24 and ending on the 31st day of 12/26 for a total rent of \$ 46344 for said Term, due and payable in equal monthly installments of \$ 1931 in advance on the first day of each month. TENANT PORTION: \$0

2. RENEWAL OF LEASE TERM: YEAR –TO- YEAR: This lease shall automatically continue in force year to year after the expiration of the initial term, unless either party gives written notice of their intention to terminate the lease and vacate the premise to the other party at least Sixty (60) days prior to the end of the initial term. Tenants must be current on all outstanding rent, water bills, damages, and environmental fines before giving any such notice. _____

NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOME EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY NOTICE. UPON EXPIRATION OF INITIAL LEASE TERM THIS LEASE AUTOMATICALLY RENEWS FOR ONE YEAR, UNLESS EITHER PARTY GIVES ANY SUCH NOTICE. _____

3. SECURITY DEPOSIT: PAYMENT AND RECEIPT: A security deposit is required as a condition of the lease. Upon payment of the security deposit, the owner will provide a receipt containing the provisions required by law. * **SECURITY DEPOSIT AMOUNT: \$1931**

4. PAYMENT OF BASE RENT: Base Rent is due on the first of each month. Tenant agrees to pay the base rent when due without any deduction or setoff. If a monthly installment is paid more than five (5) days after the date it is due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of the delinquent rent. If a check is accepted by the Owner from the Tenant for rent, it is purely as an accommodation to the Tenant. If the check is dishonored, Tenant agrees to pay a \$25.00 charge to owner as additional rent. The amount of the late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such charges and fees as Owner has for the non-payment of rent. Monies paid will always be applied to oldest outstanding invoice, rent, water bill, or fine. If landlord is forced to file in rent court, there will be an additional \$48 fee charge to your account that you will be responsible. The \$48 fee is for the rent court fee and attorney filings. RENT ALLOCATION- Rent will be applied first to environmental citations, secondly to past judgements and courts costs, thirdly to water bills and outstanding utilities and lastly to base monthly rent. **TENANT WILL BE RESPONSIBLE FOR ANY RENT ABATED BY HABC FOR NON-ENTRIES!!**

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5. OWNER LEGAL RIGHTS: If the Tenant shall fail to pay the base rent or any additional rent as herein provided, within ten (5) days of date when due, or if Tenant shall breach any other term, covenant, or condition of this lease, including, but not limited to, any misrepresentation in Tenant's application, Owner may (A) re-enter property and terminate the Lease in accordance with the applicable provisions of law; (B) bring summary ejectment proceedings to evict Tenant; or (C) pursue any and all remedies available to Owner at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by the Owner of any available action by Owner against

Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of the Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Owner prior to or subsequent to such termination and/or recovery of possession. If the owner is forced to evict the tenant for non-payment of rent or breach of lease, the tenant will be responsible for all costs associated with removal from the home. A tenant shall also be responsible for all legal fees, attorney's fees, and all costs for the removal of all personal belongings, chattels, goods, trash and debris left behind. If the owner is forced to file with the District Court for any monies due, the tenant will be responsible for any legal fees. If owner or service men is threatened verbally or physically, this will be considered a serious "14 Day" breach of this lease.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following persons(s) and by no other persons. Any persons not listed on your Section 8 voucher or whose names are not listed below on this lease are in violation of the lease and it then becomes "a breach of this lease", therefore giving us the right to file a breach of lease in District Court. No other person may receive mail at this address that is not listed on this lease, otherwise this would also be considered a breach of this lease. A tenant is responsible for any person that is present on the premises. Allowing other individuals to use your mailing address wrongfully for any reason, i.e., trying to prove their residency during arrest, etc., is also considered a breach of this lease. **NO ONE NOT LISTED ON THE LEASE MAY LIVE IN THE UNIT, NOT EVEN TEMPORARILY, WITHOUT WRITTEN APPROVAL FROM THE LANDLORD.**

Occupants: Elijah Henderson 08/22/2012 222-61-4496 Amia Madison 03/16/2016 200-21-7159 David James j

7. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Owner agrees that the Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed in accordance with all the terms, covenants, conditions and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

8. INSTALLATION OF SMOKE/CO2 DETECTORS: Tenant acknowledges Tenant's responsibility to keep the Property up to code with regards to smoke/Co2 detectors in accordance with the provision of Article 32A,12A(b) and 13 of the Annotated Code of the State of Maryland, as amended. Tenant further acknowledges Tenant's responsibility to maintain said detector, and tenant assumes all liability, therefore. Tenant shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector after move in. There is at least 1 smoke /co2 combo on each floor, missing detectors will be billed at \$65.00.

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9. TENANT'S USE OF KEYS AND LOCKS: No additional lock(s) shall be installed by the Tenant and no existing lock(s) shall be changed by the Tenant without the Owner's prior written consent. Two keys will be furnished to the Tenant and any additional keys required will be obtained from the Owner and paid for by the Tenant. Duplicate Key(s) will not be made without Owner's prior written consent. All keys will be returned by the Tenant to the Owner upon termination of the Lease or vacating of the Property, whichever occurs first. Tenant shall reimburse the Owner, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant. Any request to change the locks will be billed at \$85.00. If a locksmith is needed for tenant neglect an additional \$75.00 fee to drill out locks will be billed. Lock change charges will be automatically billed to your account.
TENANT WILL NEVER CHANGE THE LOCKS TO THE UNIT. _____

10. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS: Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenants shall not in any way obstruct any public sidewalk or permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any governmental authority. **NO BEDS WILL BE USED IN THE BASMENTS, OR ROOMS NOT DESIGNED TO BE BEDROOMS. TENANT ALSO UNDERSTAND THE OWNER'S INSURANCE DOES NOT COVER TENANT'S FURNITURE OR POSSESSIONS.**

11. OWNER/TENANT LIABILITY: Tenant agrees with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of the Tenant. The owner shall not be deemed a bailee as to any goods, or chattels, placed on, in, or about the Property. It is responsibility of Tenant to obtain and pay the costs of any insurance to protect tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the Tenant, or to any other person, for any injury, loss, damage, or liability arising from omission, fault, negligence, or other misconduct of Owner on or about those areas which are not within Tenant's exclusive control. If the owner is forced to evict the tenant for non-payment of rent or breach of lease, tenant will be responsible for all costs associated with removal from the home. A tenant shall also be responsible for all legal fees, attorney's fees, and all costs for the removal of all personal belongings, chattels, goods, trash and debris left behind. If the owner is forced to file with the District Court for any monies due, the tenant will be responsible for any legal fees. The tenant shall be responsible for all people listed on this lease, all guest and invitees. Any threats verbal or physical towards owner or servicemen is considered a serious breach of this lease. **NO PITBULLS!!!!!!**_____

12. TENANT INDEMNIFIES OWNER: Tenant shall indemnify and hold Owner harmless against and from any liability arising from injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by an act of omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of the Tenant.

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13. OWNER'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Owner and Owner's agent and employees shall have the right to enter upon the property, either by master key, or if necessary, by drilling out any changed locks, at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease or which Owner otherwise deems necessary or appropriate. For a period of ninety (90) days prior to the expiration of the initial Term, or any renewal thereof, Owner and Owner's agents shall have the right, at reasonable times, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereof, as may be permitted by law.

14. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to the Owner at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear expected. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition. Tenant agrees to schedule a final walk through and return the keys to the landlord at that time. Please see addendum describing "Wear and Tear" or "Damages".

15. FAILURE TO VACATE AT TERMINATION: If a Tenant does not vacate the Property on or before the last day of the applicable Term, Owner may (a) elect Tenant and take possession of the Property, storing all furniture and other personal property found on the Property at Tenant's risk and expense without liability to Owner, (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rental; and/or (c) exercise any other remedy granted to a landlord under Maryland Law. If we are forced to Evict you from the premise, please know that all property which remains on the premise at the time of eviction is and will be considered abandoned under Baltimore City Law

16. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS DAMAGED: If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Owner, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rents payable under this lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Owner elects to repair the damage to the Property, the Owner shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such an event, the rent payable under this lease shall not be abated and this Lease shall remain in full force and effect.

17. INSPECTIONS: Tenant acknowledges that Owner has the right to be present at any and all inspections in and about the Property and agrees to notify Owner prior to any inspections. Failure to notify the owner of any special inspection is a breach of this lease. Intentionally trying to cause the unit to fail is a breach of this lease. Please call us to wait for the inspector if you cannot. Any and all lost rents from a non - entry or tenant intentionally causing the unit to fail will be the full responsibility of the tenant. Owner has the right to enter the home to complete all inspection repairs, failure to allow the owner or any servicemen to complete work at the home is a breach of this lease. _____

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18. TENANT'S RESTRICTIONS CONCERNING TRASH: All garbage and trash must be placed in a trash receptacle with a lid as stated by Baltimore City Health Department. Trash can not be left out no earlier than the evening before the scheduled pickup. All trash must be placed in a suitable covered container. Tenant is responsible for all Environmental fines for illegal trash disposal. A tenant is also responsible for any fees associated with abating and cleaning up any environmental fines. **DO NOT HANG TRASH BAGS FROM YOUR DOORKNOBS!**

19. TENANT AND OWNER AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Owner is hereby released and discharged from any liability, Utilities are shut off for non-payment or illegal usage, tenant will be responsible for all costs if utilities are placed in Landlord's name during tenancy. Tenant will also be responsible for any damage to the loss, cost, or damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement. A utility being turned off in the Tenant's said property term is a direct violation of this lease and grounds for immediate eviction. If service cable or service to the home is BGE is forced to cut cable to stop illegal utility usage. Tenants may not use the stove in the property to heat the home. Proper heating devices are required. If said. Tenant is caught using illegal devices or stove to heat the home, Tenant becomes in direct violation of the lease and may be evicted. If tenant utilities are interrupted and the owner has utilities turned on in owner's name to protect the property, any expenses incurred for utilities from tenant is to be considered unpaid rent and collectable as the same. BGE is the sole responsibility of the tenant, tenant is responsible for that cost while occupying the home. Any tampering with the service cable, inverting the electric meter, or tampering with the BGE gas or electric meter is a " 14 day " (because the breach causes a clear and imminent danger of serious harm to others or the property of the landlord) breach of this lease. Owner may file in Rent Court Division of District Court of Maryland as unpaid by filing Summary Ejectment for failure to pay rent. If we are forced to Evict you from the premise, please know that all property which remains on the premise at the time of eviction is and will be considered abandoned under Baltimore City Law

20. TENANT AND OWNER AGREEMENT FOR REPAIRS: If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Owner temporary stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility. Landlord is not required to repaint house or supply paint to the tenant for the repainting of the house during tenancy. If a tenant chooses to paint the house with colors, then the tenant must repaint the house to the original white color upon moving out at the cost of the tenant. Tenant is required to shampoo/steam clean the carpets at the end of occupancy. The tenant will be responsible for the costs of these services.

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21. OWNER'S RIGHT TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise of the Owner of Owner's remedies under this Lease, or should Tenant abandon the Property, Owner may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Owner shall reasonably determine. Tenant, upon demand by Owner, shall pay to Owner all costs and expenses incurred by Owner in such re-letting and shall thereafter pay monthly to Owner, in advance, the difference between, the rent payable under this Lease and the amount of the rent received. upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Owner any obligation to show or lease the Property in preference to any other rental property(ies) owned by Owner.

22. TENANT RESPONSIBLE FOR ADDITIONAL RENT: Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of tenants to comply with any of the terms and conditions of the Lease by Tenant. (b) any and all damages, costs and /or expenses which the Owner may suffer or incur by reason of any default under this Lease by tenant. (c) any and all damage to the Property caused by any act or negligence of Tenant, other residents of the Property, or tenant agents, employees, invitees, or family members. In the event the Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of rent due, and Owner shall have the same remedies for the collection of such payments as owner has for non-payment of rent under this lease.

23. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall reimburse by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action. However, where legal proceedings are instituted by the Landlord against the Tenant, and said proceedings result in a monetary judgment in favor of the Landlord, those reasonable attorney fees for which Tenant shall be liable for to the Landlord shall not be less than fifteen percent (15%) of said judgment.

24. OWNER DOES NOT WAIVE LEGAL RIGHTS: The failure of the Owner to insist upon the strict performance of any of the terms of this Lease, in any one or more instances, or to exercise any ejection as herein provided, shall not constitute or be construed as a waiver by Owner of such term or condition or an ejection of future instances.

25. HEIRS AND ASSIGNS ARE BOUND BY LEASE: The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heir's personal representatives, successors, and assigns (if permitted) of Owner and Tenant.

26. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.

27. 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 invalid provisions or application; and to this end, the provisions of this Lease are declared to be severable.

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28. TENANT’S OBLIGATIONS REGARDING USE AND OCCUPANCY: Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to the Tenant’s use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of the neighbors, owner, or service men and tenant further covenants and agrees that tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor agrees that no drugs, or other illegal substances will be used, manufactured, sold, or distributed within, on or from Property. Any threat, verbal or physical towards owner or service men shall be considered a serious " 14 days" breach of this lease. Tenant shall indemnify and save Owner harmless from (a) any and all liability, loss, cost, damage, or expense arising out of any violation by Tenant such laws, codes, ordinances, rules, or regulations; (b) any violation or non-performance by the tenant on any of the covenants contained herein; or (c) any other actor omission of the Tenant, other residents of the Property, or Tenant’s agent, employee’s invitees, or family members. All electrical, heating, cooking, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only. The stove can be used for cooking only, the stove may never be used to heat the home under any circumstance, this is a direct violation of this Lease. Toilet paper is the only item to be discarded in the toilet. **DO NOT USE PAPER TOWELS** as they will clog the sewer line and you will be responsible for paying for the plumber to unclog the sewer line. If utilities are shut off for non-payment or illegal usage, tenant will be responsible for all costs if utilities are placed in Landlord's name during tenancy. Tenants will also be responsible for any damage to the service cable or service to the home if BGE is forced to cut cable to stop illegal utility usage. If a tenant chooses to paint the house with colors, then the tenant must repaint the house to the original white color upon moving out at the cost of the tenant. Tenant is required to shampoo/steam clean the carpets at the end of occupancy. If this is not done, then the tenant will be responsible for the costs of these services. **NO PITBULLS!!!! The tenant is responsible for all upkeep of the unit, including grass, weeds, trash, and debris. Tenant will also be responsible for any charges that the owner incurs to keep property free of weeds, grass, trash, and debris when tenant has neglected to do so.**

29. TENANT’S RESTICTIONS ON CHANGES TO THE PROPERTY: The Tenant shall not make any alterations, additions, or improvements, including painting or electrical to the Property without obtaining Owner’s written consent.

30. INCLUSIONS/EXCLUSIONS: Included in the Property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items may be considered personal property, whether installed or stored upon the property, are included as follows: ***** MUST BE CIRCLED AND INITIALED BY LESSOR *****

STOVE OR RANGES	SCREENS	WASHER	DRYER
EXISTING W/W CARPET	REFRIGERATOR		
		DS AH Tenant	DS SG Landlord

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31. UTILITIES AGREEMENT: The obligations of Owner and Tenant with respect to the provisions of utilities shall be as follows: All Items listed and initialed below will be at the cost of the Tenant:

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|---------------------------------|--|
| a) Heating Fuel - <u>TENANT</u> | d) Heating of water - <u>TENANT</u> |
| b) Cooking Fuel - <u>TENANT</u> | e) Environmental Fines - <u>TENANT</u> |
| c) Electricity - <u>TENANT</u> | f) Water & Sewer - <u>TENANT</u> |

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within thirty (30) days of receipt of bill, such failure constitutes a default under this Lease and Owner may, in Owner's discretion, pay such costs, in which even, the amount thereof shall be added and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such utility costs as Owner has for the non-payment of rent under this lease. The tenant is responsible for all environmental fines and bulk trash removal during tenancy. _____

32. MAINTENANCE AND REPAIRS: (a) Owner shall maintain, and/or repair/replace (if necessary, in Owner's sole discretion) the plumbing, heating, cooling, electrical, systems, and also exterior walls and the roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by the Tenant, other residents of the Property, or Tenant's agent, servants, employee's, invitees, or family members. Tenant agrees to promptly notify Owner of any condition which is the obligation of Owner to repair or replace. If the Tenant does not notify the Owner, it is a direct violation of this Lease (b) except as provided in (a) above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, windows treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by the Tenant, at Tenant's sole expense, so as to restore the Property to the same conditions existed to the commencement of the Term. If the Tenant shall fail to make any such repair or replacement, Owner, in Owner's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such cost as Owner has for non-payment of rent under this Lease. Tenant shall furnish the HVAC filters, light bulbs, batteries, and fuses at Tenant's expense. **TENANT AGREES TO PAY FOR ALL REPAIRS OF ALL DAMAGES WHICH HAVE BEEN CAUSED BY TENANT, TENANT'S FAMILY AND TENANT'S GUESTS.** _____

33. TENANT'S RESTRICTIONS CONCERNING PETS: NO PETS may be kept on the Property without the prior written permission of the Owner. If pets are allowed, an addendum containing PET provision must be attached to this Lease. **NO PETS NO PITBULLS!!**

34. TENANT'S AND OWNER'S DELIVERY OF NOTICES: All notices require to be given by Owner to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Owner of any portion of the security deposit shall be mailed by Owner to Tenant at Tenant's last known address, within (45) days after the termination of this Lease.

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ALL Notices required to be given by Tenant to Owner, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)

NAME: Shelby Company LLC

ADDRESS: 3808 East Pratt Street, Baltimore, MD 21224

PHONE: 1-443-810-7975

35. LEAD PAINT-APPLICABLE LAW: Title X Section 10108, The Residential Lead- Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. If the Property was built prior to 1979, the property is subject to the Maryland.

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

AGE CLASSIFICATION OF THE PROPERTY: Owner represents and warrants to Tenant(s), intending that they rely upon such warranty and representation, that.

PROPERTY WAS BUILT BEFORE 1978; The Federal Program applies.

THE PROPERTY WAS BUILT PRIOR TO 1950; The Maryland Program applies fully. AGE

CLASSIFICATION: The owner is uncertain of the age classification; therefore, Owner acknowledges that, for the purpose 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.

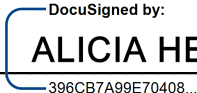
NOTICE TO TENANT – LEAD PAINT AND LEAD – BASED PAINT HAZARDS: The Maryland Lead Poisoning Prevention Program requires the owner of residential real estate property to deliver to a tenant before the lease signing the following two documents. Tenant acknowledges that Property may be subject to Federal and Maryland law to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following required brochures:

- a. The EPA booklet "Protect Your Family From Lead in Your Home" brochure.
- b. The Notice of Tenant's Rights, Lead Poisoning Prevention as published by the Maryland Department of the Environment. Lessee has received all the information listed above.

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

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Signed:  **ALICIA HENDERSON**
396CB7A99E70408...

Date: 12/31/2024

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36. RENTERS INSURANCE: By signing below I agree I have been told about renter's insurance and advised to obtain it. Renter's insurance will cover the tenant's personal property during storm, flood, fire, or break in. Landlord is not responsible for any lost, damaged, or casualty incurred by Tenant at the property. **PURCHASE RENTER'S INSURANCE FOR YOUR BENEFIT!!!!**

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37. Tenant pays water and sewer bill. Water is to be paid as additional rent. The owner will pay the water bill and then mail a copy to the tenant. Then tenant then has 30 days to pay the water bill to the landlord. If tenant fails to pay water bill, it is then billed as additional rent to the owner. The owner will have the right to file a Summary Ejectment for non-payment of rent in the Rent Court Division of the District Court of Maryland as well as possibly file for the tenant's eviction. The tenant will also be responsible for the \$48 rent court fee for filing and legal fees. Your average monthly water bill will be between \$85 and \$115 depending on your personal usage.

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38. I understand by signing below that I have agreed to a lease term of no less than two years, with a year-to-year lease going into effect after that. I understand SHELBY COMPANY LLC only offers two-year leases with no security deposits.

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39. CARBON MONOXIDE & SMOKE DETECTORS: I understand a carbon monoxide detector and smoke detectors have been installed in my home per housing code. I have been shown how it works, its location, and what I should do if it goes off. I understand when the batteries must be changed, I must purchase the batteries and change it myself. I will not remove it or take it down under any circumstance. Tenants will be charged \$65.00 for replacement of carbon monoxide detectors and \$25.00 for smoke detectors. The tenant is responsible for all abated rental payments for missing smoke and CO2 detectors.

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40. PEST CONTROL: The tenant understands he/she is accepting a unit that is free from all mice, roaches, rats, fleas, bedbugs etc. The unit is free from all pests and rodents and has passed Section 8 inspection. The tenant is responsible for all pest control for the entire tenancy. Landlord will not pay for any pest control. If section 8 requires pest control on inspection list, tenant will be responsible and billed for costs. If HABC determines that the tenant is the cause of the rodent problem, tenant may possibly be sent up for a hearing and possibly be terminated from the program. In addition, requesting multiple inspections based on false claims, is also grounds for a hearing and possible termination from the program.

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Landlord

Signed: ^{DocuSigned by:} ALICIA HENDERSON ^{396CB7A99E70408...} Date: 12/31/2024

PROPERTY: 2714 Pelham Ave Baltimore, MD 21213

41. PLUMBING PROBLEMS: Tenant understands house is free from all leaks and plumbing back ups. If there is a leak or plumbing back up that is due to tenant's neglect, Tenant will be responsible for the costs incurred for repairing the damage. The owner will not pay for grease clogs, hair clogs, children's toys etc. The plumber who comes to the property will pull out of the drain line what has caused the problem and note it on the invoice. The plumber will provide pictures when possible. **DO NOT USE PAPER TOWELS** as they will clog the sewer line. The dwelling sewer drains are in good working order and will accept normal waste and toilet paper. The plumber will note on the invoice what was the cause of the stoppage as well as provide pictures when possible.

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42. SECTION 8 INSPECTION DAMAGES: After section 8 yearly inspections, the tenant will be responsible for payment of all damage caused by the tenant. Repairs for damages must be paid for in 30 days after bill is received. **YOU CAN BE EVICTED AND LOSE YOUR SECTION 8 VOUCHER FOR NOT PAYING FOR YOUR DAMAGES!** You must let owner/serviceman into the home to complete required inspection work. In addition, if tenant intentionally causes the unit to fail, to commit fraud to obtain a move voucher the tenant will be responsible for all unpaid rent, remaining term of the lease or until the unit has been re-rented. Failure to allow owner or repairman into the home to make repairs on the home is considered a breach of lease, when making a service call appointment, you must be present at the time you requested. If you miss the appointment, fail to call, or fail to re-schedule, you will be billed for one hour of the trades' time. Simply call and cancel if the problem no longer exists or you cannot be home at the scheduled time. There were no cracked windows at the time of occupancy. Tenant will be responsible for all cracked/broken windows.

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43. TWO YEAR LEASE: Tenant understands that this lease is for a 2-year period and has received the keys to the date signed on this lease. I understand that my house has passed a **LEAD FREE XRF or LEAD DUST WIPE TEST** and I have been given a copy of the **LEAD CERTIFICATE AND ALL THE RESULTS**

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44. By signing below, I am acknowledging that I haven't paid any security deposit in exchange for a 2-year lease, and therefore I will not receive any security deposit upon moving out of the unit. I understand that a move out inspection will be performed upon giving notice that I am moving out and that I am responsible for all damage that I incurred while living at the premises.

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45. By signing below, I agree to have all utilities turned into my name within 72 hours of my move in date. I understand that I will be responsible for all charges incurred if I do not switch. utilities into my name and that any unpaid utility/BGE balances are considered unpaid rent. The same remedies used to collect monies for rent court will be used to collect unpaid utility/BGE bills.

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Signed: ALICIA HENDERSON

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46. If this is a lease renewal and the tenant is under an old section 8 contract, I understand that as the tenant, I am now responsible for all of my upcoming water bills and as stated in #45, any unpaid utility (water) bills are considered unpaid rent. The same remedies used to collect monies for rent court will be used to collect unpaid utility (water) bills.

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47. By signing below, I understand that if I fail to pay for any damages that I incurred, Shelby Company LLC will file it with the district court to obtain a judgment against me. This may result in my being sent to a hearing and possibly losing my voucher. I have received a list of damages that I have incurred and their subsequent costs.

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48. By signing below, I understand that my rent is due on the 1st of every month and later on the 5th of the month. After the 5th day of the month, I will incur 5% late fees and possibly rent court costs. I agree and understand that there will never be any discrepancies about balances owed or due if I pay my rent on time every month.

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49. By signing below, tenant understands when they are about to move from unit, that they must contact landlord when their new Section 8 unit has passed and give then a move date of when Section 8 tells them they must be out of unit. After the tenant moves, the tenant must call the landlord and set up a move-out walk through for damages and to return keys. DO NOT MAIL YOUR KEYS AND DO NOT LEAVE YOUR KEYS IN THE UNIT OR MAILBOX. If you do not call to schedule a walk through and return your keys, you are responsible for the full lease rental amount until the property is re-rented. By signing below, I agree that I have received a copy of the move out procedures list.

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50. By signing below, the tenant understands that they are responsible for any late fees when paying their rent late. The tenant is also responsible for any court fees and legal fees associated with paying rent late or not paying rent at all. We do not send out notices every month. Section 8 and Shelby Company LLC will both send a letter to the new tenant when you first move in informing you of what your portion is.

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Date: 12/31/2024

PROPERTY: 2714 Pelham Ave Baltimore, MD 21213

51. ENVIROMENTAL FINES: tenant understands that they are supplied two (2) trash cans with tight fitting lids by the landlord. By law, the landlord is to supply only two (2) trash cans. If more trash cans or replacement trash cans with tight fitting lids are needed, this will be the responsibility of the tenant. If at any time tenant receives an environmental fine stating that trash was not put in a can with a tight-fitting lid, or not enough trash cans were used, the fine the rent and shall be payable by Tenant to Owner on demand. Environmental Fines are the responsibility of the tenant. The owner will pay the Environmental Fine and then mail a copy to the tenant. The tenant then has 30 days to pay the Environmental Fine to the landlord. The owner will have the right to file a Breach of Lease Action in the District Court of Maryland. The tenant is also responsible for any fees or costs associated with the cleanup for abatement of fine.

DS AH Tenant	DS SG Landlord
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52. By signing below, tenant understands that landlord is not responsible for any loss or damage of foods due to the stoppage of the refrigerator. There is no way to determine who is at fault as to why the refrigerator stopped working, therefore it is the responsibility of the tenant to replace it. any loss of food, etc at their own expense. Landlord advises tenant to acquire renter's insurance as stated in #36.

DS AH Tenant	DS SG Landlord
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53. MOLD: If the tenant is aware of or notices anything that they believe to be mold or mildew you must inform the landlord immediately in writing, so the landlord can have the property professionally tested. Failure to give the landlord this notice is a breach of this lease.

DS AH Tenant	DS SG Landlord
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54. By signing below, the tenants, or any member of the household, or guest of the tenant will not engage in, or facilitate any criminal activity on or near the property, including, but not limited to violent criminal activity, assault, handgun crimes, drug related criminal activity, nor will they allow the premise to be used for or facilitate this activity. The tenant is responsible for the home they are renting. They are responsible for all members of their household, all guests of the home and all guests of members of the household. The tenant is responsible for all conduct and damage of guests, household members and guests of household members.

DS AH Tenant	DS SG Landlord
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Signed: DocuSigned by:
ALICIA HENDERSON
396CB7A99E70408... Date: 12/31/2024

PROPERTY: 2714 Pelham Ave Baltimore, MD 21213

55. TENANT ACCEPTS PROPERTY: Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing below. The tenant also accepts all provisions of the lease written, read, and explained above. In the event the tenant abandons the premise or is required to vacate the premise due to Landlord exercising its right upon Tenant's breach of Lease, the owner has the right to enter the property to secure the premise and make repairs. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premise by the tenant after the Tenant has vacated.

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SG

Landlord

56. RENT ALLOCATION- Rent will be applied first to environmental citations, secondly to past judgements and courts costs, thirdly to water bills and outstanding utilities and lastly to base monthly rent.

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SG

Landlord

57. If we are forced to Evict you from the premise, please know that all property which remains on the premise at the time of eviction is and will be considered abandoned under Baltimore City Law. Please remove all personal property from the premises prior to the date indicated on the eviction notice.

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SG

Landlord

58. Landlord may not apply late fees to the rent until the tenant is more than 10 days past due with the rent. If the tenant provides the landlord with written notice that shows the day of the month in which the tenant's government benefit payment is normally issued or mailed is after the first of the month, the landlord may not apply a late charge until the tenant has not paid the rent more than 10 days past the date the government is normally issued. In addition, no late fees may be charges and no rents may be increased on current tenants while the Governor's State of Emergency is in effect, and for 90 days after the Governor's State of Emergency is lifted PER CITY COUNCIL BILL 21-0021

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Tenant

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SG

Landlord

Signed: ^{DocuSigned by:}
ALICIA HENDERSON
^{396CB7A99E70408...}

Date: 12/31/2024

PROPERTY: 2714 Pelham Ave Baltimore, MD 21213

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.
(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent’s Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: <u>Sam Gallahan</u> 12/31/2024			
Lessor	9248B4DD56964F9...	Lessor	
DocuSigned by: <u>ALICIA HENDERSON</u> 12/31/2024			
Lessee	396CB7A99E70408...	Lessee	
Agent		Agent	
Date		Date	

PROPERTY: 2714 Pelham Ave Baltimore, MD 21213

LEASE ADDENDUM

Legal Assistance Resources and Tenant's Rights

TO BE PROVIDED AT LEASE SIGNING AND ATTACHED TO THE LEASE AND MADE A PART THEREOF

When you sign your Lease, you agree to pay your rent on time along with other promises made in the lease. If you fail to pay your rent, your landlord may begin legal action to evict you, known as a Complaint for Failure to Pay Rent-Summary Ejectment Notice. If that happens you have the right to know the amount of rent due, have your landlord prove that amount, bring items which are a threat to life, health or safety and have not been repaired by the landlord after being notified about them before a court and to have a Judge hear any dispute. Landlords must be licensed in order to rent property and must comply with Maryland's lead paint laws if the rental property is older than 1978.

The services and resources listed here may be able to help you at no or low cost if you are sued for late rent:

Legal Services —Advice Only

- District Court Self- Help Resource Center- 410 260 1392, 501 E. Fayette St., 3 FI., Baltimore, MD 21202 <http://mdcourts.gov/legalhelp/districtctselfhelpctr.html> Free-walk-ins welcome.

Legal Representation and Advice

- In Court-Pro Bono Resource Center of MD-Tenant Volunteer Lawyer of the Day Program – Free 443 273-5200, www.probonomd.org (same day representation at 8:30 AM Docket Tuesday- Friday)
- Public Justice Center -410 625 9409 or 410 878 8664, 501 E. Fayette St., RM 203, Baltimore, MD21202 www.publicjustice.org (Legal Representation and Advice) Free
- Maryland Legal Aid- 410 951 7777, www.mdlab.org, 500 E. Lexington St. Baltimore, MD 21202 (Legal Representation and Advice —focused on subsidized housing) Free.
- Homeless persons Representation Project- 410 685 6589, www.hprplaw.org, 201 N. Charles St, Ste 1104, Baltimore, MD 21201 (Advice, Representation, Veterans Benefits re subsidized housing) Free
- Green and Healthy Homes Initiative 410 534 6447, greenandhealthyhomes.org b (Advice and Representation regarding lead and other health hazards)
- Peoples Law Library-(Legal Information ONLY) www.peoples-law.org

Mediation (A free Mediator helps people talk about issues and create solutions to meet their needs)

- In Court Mediation by Dist. Ct. of MD, Alternative Dispute Resolution Office- Ask Courtroom Clerk or Judge how to sign up for this service) more at <https://mdcourts.gov/distict/adr/home/rentcourt>
- Baltimore Community Mediation Center 410 467-9165, www.communitymediation.org (services available to resolve a variety of disputes not just court cases)

Financial Assistance — General and to Avoid Eviction

- 211-General Financial assistance
- Eviction Prevention- 410 878 8650, Dist. Court,501 E. Fayette Street, RM 207 Balt., MD 21201

LESSE DocuSigned by:
ALICIA HENDERSON
396CB7A99E70408... DATE: 12/31/2024

LESSOR DocuSigned by:
Sam Gallahan
9248B4DD56964F9... DATE: 12/31/2024

**Approved for Use by
Baltimore City Department of Housing and Community Development**

PROPERTY: 2714 Pelham Ave Baltimore, MD 21213

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTAND SAME, AND HAS RECEIVED A COPY OF THIS LEASE. OWNER AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE. BEFORE SIGNING, THIS IS A LEGALLY BINDING CONTRACT, AND IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

	DocuSigned by: ALICIA HENDERSON 396CB7A99E70408...	12/31/2024
TENANT		DATE

	DocuSigned by: <i>Sam Gallahan</i> 9248B4DD056964F9	12/31/2024
LESSOR/AUTHORIZED REPRESENTATIVE SHELBY COMPANY LLC		DATE

PROPERTY: **2714 Pelham Ave Baltimore, MD 21213**