

Rental Agreement between:
Everlast Home And Properties, LLC
and
Terrel Howard
Dated: 02/26/2025

Summary of Key Information

Property Address:	402 N Curley St, Baltimore, MD 21224	
Lease Start Date:	03/01/2025	<i>See section 1.5</i>
Lease End Date:	02/28/2026	<i>See section 1.5</i>
Total Monthly Rent:	\$1,600.00	<i>See section 1.6</i>
Monthly Rent Amount:	\$1,600.00	<i>See section 1.6</i>
Monthly Pet Rent:	N/A	<i>See section 1.6</i>
Pro-Rated Rent Amount:	N/A	<i>See section 1.10</i>
Total Deposit(s):	\$1,000.00	<i>See section 1.8</i>
Security Deposit:	\$1,000.00	<i>See section 1.8</i>
Pet Deposit:	N/A	<i>See section 1.8</i>
Other Deposit:	N/A	<i>See section 1.8</i>
Move-in Fee Amount:	N/A	<i>See section 1.9</i>
Late Fee:	Applied	<i>See section 2.1</i>

The above summary table is provided as a reference. The Agreement will control if there is a conflict.

Baltimore City, Maryland Residential Rental Agreement ("Agreement")

1. GENERAL INFORMATION

1.1 DATE

The date of this Agreement is **02/26/2025**.

1.2 TENANT(S)

The Tenant(s) herein is/are:

Tenant Name	Tenant Email	Tenant Phone
Terrel Howard	thowardworka@icloud.com	(443) 965-5245

If more than one person is named above as Tenant, all persons named shall have joint and several liability as to the obligations of Tenant herein, and all references to Tenant, although stated in the singular, shall apply as appropriate as if written in the plural.

The address of Tenant, for purposes of mailing notices is:

402 N Curley St, Baltimore, MD 21224

1.3 LANDLORD

The Landlord herein is:

Landlord Name	Landlord Email	Landlord Phone
Everlast Home And Properties, LLC	vleph2023@gmail.com	(202) 679-5665

Landlord manages the Premises (as defined below) as the owner. Landlord is authorized to accept service of process, notices and demands.

The address of Landlord, for purposes of mailing payments and notices, is:

3007 saint regents drive, 281, Fairfax, VA 22031

1.4 RENTAL PROPERTY

The property herein, known as (the "Premises") is the structure or the part of a structure that is used as a home, residence, or sleeping place by the Tenant who maintains a household there.

Property Address	Unit / Apt #	City	State	Zip
402 N Curley St		Baltimore	MD	21224

1.5 TERM

The Term herein shall be as follows:

Lease Start Date: **03/01/2025**

Lease Type:

- ☐ **Month-to-Month:** a month-to-month lease terminates by Landlord or Tenant giving the other Party (defined below) to this Agreement thirty days written notice
- ☒ **Fixed Term:** for a period ending on: **02/28/2026**

In the event Fixed Term is selected above, upon expiration of the Fixed Term, Landlord and Tenant (collectively known as "Parties", or individually as "Party") agree that the following shall occur by default:

- ☒ **Continue as Month-to-Month:** the lease shall automatically be renewed on a month-to-month basis.
- ☐ **Terminate:** the lease shall automatically terminate at the conclusion of the initial Fixed Term.

1.6 RENT

Rent for the Term hereof shall be payable, in advance, on or before 5pm on the 1st day of each month ("Due Date"), regardless of whether that day is a Saturday, Sunday, or Holiday, in equal installments of ONE THOUSAND, SIX HUNDRED (\$1,600.00)

Monthly Base Rent:	\$1,600.00
Additional Monthly Pet Rent:	N/A
Total Monthly Rent:	\$1,600.00

1.7 FORM OF RENT PAYMENTS

All payments shall be made to Landlord without demand at Landlord's mailing address such that they can be received on or before the Due Date. Landlord's acceptance of Rent from a person other than the Tenant shall not be a waiver of any right and shall not constitute acceptance of such person as a Tenant. All payments for Rent should be made via one of the following methods:

Payments Allowed:	☐ Cash ☐ Personal Check ☐ Cashier's Check ☐ Money Order ☒ ACH / Direct Deposit ☒ Rent Payments by TurboTenant
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1.8 SECURITY DEPOSIT AND OTHER DEPOSITS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord the following deposit amount(s):

Security Deposit:	\$1,000.00
Pet Deposit:	N/A
Other Deposit:	N/A

1.9 NONREFUNDABLE FEES

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following non-refundable fee(s):

Nonrefundable Fee(s):	N/A
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1.10 PRORATED RENT

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following amount representing the amount due for the partial first month of the Term ("Prorated Rent"):

Prorated Rent:	N/A
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1.11 UTILITIES AND OTHER SERVICES

Landlord and Tenant agree that Utilities and Other Services (listed below) will be the responsibility of, and paid for by, Tenant, in addition to Rent, as outlined below:

Utility or Other Service	Responsibility
Electric	Tenant
Internet	N/A
Phone	N/A
Cable / Satellite	N/A
Gas	Tenant
Water	Tenant
Sewer / Septic	Tenant
Trash	Tenant
Lawn Care	N/A
Snow Removal	Tenant
HOA or Condo Dues	N/A

Tenant's obligation to pay the above Utilities or Other Services shall include any and all seasonal fees, late fees, installation or connection fees and maintenance charges. Failure by Tenant to comply with the above responsibility for Utilities or Other Services will constitute a default to this Agreement and Landlord may terminate this Agreement. If Tenant fails to notify the service provider or does not assume responsibility of billing as of the Lease Start Date of this Agreement or cancels the Utilities or Other Services prior to the termination of this Agreement, which results in the account being billed to Landlord, Tenant's Utilities or Other Services will be paid and charged back to Tenant in addition to Rent.

1.12 ADDITIONAL OCCUPANTS

In addition to Tenant, the following individuals (if any) may occupy the Premises ("Additional Occupants"):

Additional Occupant Name	Age	Relationship
Zion Howard	5	Son
Nova Stansbury	7	Daughter
Sevyn Howard	3	Son
Coi Howard	0	Daughter

1.13 PETS

Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere on the Premises unless so authorized in writing.

☒ Tenant shall not bring, keep, "baby-sit", or maintain any pet on the Premises.

☐ This Agreement grants permission to Tenant to keep the below named pet(s), subject to the following:

Type (dog, cat, etc.)	Breed	Weight (lbs)	Age (years)
N/A	N/A	N/A	N/A

Tenant agrees that Landlord has the right to request Tenant remove a pet permanently from the Premises if pet becomes a nuisance, causes disturbances, or damages the Premises or personal property belonging to the Premises. Pets of guests are not allowed on the Premises.

1.14 SMOKING

The Premises are designated as a property where smoking is:

☐ Not Permitted

☐ Permitted

☒ Permitted Outdoors Only

For the purposes of clarifying and restricting its use, the term "Smoking" is defined to include the use of cigarettes, pipes, cigars, electronic vaporizing or aerosol devices, or other devices intended for the inhalation of tobacco, marijuana, or similar substances. Tenant understands and agrees that any damage caused by Smoking shall not constitute ordinary wear and tear. Landlord may deduct from the Security Deposit all damages and/or costs for the cleaning or repairing of any damage caused by or related to Smoking, including but not limited to: deodorizing the Premises, sealing and painting the walls and ceiling, and/or repairing or replacing the carpet and pads.

1.15 TENANT INSURANCE

Landlord shall not insure Tenant for any personal injury or property damage. Tenant is:

☒ **Required to buy and maintain renters or liability insurance.** Tenant shall provide Landlord with evidence of required insurance prior to Tenant moving into Premises and upon request during the Term.

☐ **Not required to buy renters or liability insurance,** however it is strongly recommended to protect Tenant, Tenant's family, Tenant's invitees, and/or guests, and all personal property on the Premises and/or in any common areas from any and all damages.

1.16 KEYS

Tenant acknowledges receipt of the following keys:

Key Type	Number of copies
Property	1

Tenant shall return these keys, garage door openers, and all copies made of these keys to Landlord upon termination of the Agreement. Tenant is responsible for the cost of rekeying if all keys are not returned upon vacating.

1.17 ADDITIONAL TERMS

The following Additional Terms (as defined below) will become a part of this Agreement and will supersede any conflicting terms of this Agreement:

Additional Terms:

-Water Utility Payment Clause:

The Tenant agrees to pay for the water and sewer services provided by the Baltimore City Department of Public Works. The Landlord will include the water bill amount in the monthly rental payment, and the total amount due each month will consist of the base rent plus the water bill. The Tenant acknowledges that failure to pay the full monthly amount, including the water bill, will be considered a breach of this lease agreement.

-Additional Term – Landlord’s Right of Access

The Tenant agrees to allow the Landlord, at the Landlord’s discretion, to access the property as needed for maintenance, repairs, or improvements to the premises. This includes, but is not limited to, inspections for refinancing, property development, and any necessary upkeep. The Landlord will provide reasonable notice before entry, except in cases of emergency. The Tenant agrees not to unreasonably withhold access for these purposes.

For consideration of Rent and adherence to the covenants in this Agreement by the Tenant, the Landlord leases to the Tenant the Premises for the Term.

2. SPECIAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING SPECIAL PROVISIONS:

2.1 LATE RENT

Rent is due in full on the Due Date. If Rent is not received on or before the 1st, a one-time initial fee of 5% of monthly rent will be applied 10 days after the rent due date. All late fees shall be deemed additional rent for the month, and shall be paid and collected as such. Late fees will be assessed from the Due Date until the entire balance of unpaid Rent, accrued late fees, and any other charges are paid in full. Landlord reserves the right to apply a surcharge for any unpaid rent.

2.2 BAD CHECKS / NSF FEES

If a personal check or ACH draft is returned by Tenant's bank for any reason, a charge of twenty dollars (\$20.00) shall be added to Rent for the month, and Tenant shall not be current with Rent as long as said charge is not paid. If Rent payment is late, or if Tenant's electronic or personal check is returned due to insufficient funds, uncollected or unpaid, Landlord may require that all subsequent payments be made by cashier's check or money order.

2.3 NOTICE TO TENANT

Notice to Tenant may be given in accordance with applicable law to the address of the Premises listed above, or to such other place as designated by Tenant in writing as the place for receipt of notices, or, in the absence of such designation, to Tenant's last known address.

2.4 SECURITY DEPOSIT PROVISIONS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord a security deposit referenced in Section 1.8. The landlord shall maintain all security deposits in federally insured financial institutions which do business in the State of Maryland and the accounts shall be devoted exclusively to security deposits that bear interest. The total deposit shall not exceed the equivalent of one (1) month's rent. Within 45 days after the end of the tenancy, Landlord shall return the security deposit to Tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. Tenant may not elect to use the security deposit for rent for any month.

This Agreement constitutes tenants receipt of security deposit payment for the amount referenced in Section 1.8. In accordance with Maryland Code Annotated, Real Property § 8-203.1, Tenant is hereby notified of the following:

- "(1) The 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 if the tenant so requests by certified mail within 15 days of the tenant's occupancy;*
- (2) The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises 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;*
- (3) The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving;*
- (4) The landlord's obligation to notify the tenant in writing of the date of the inspection;*
- (5) The tenant's 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;*
- (6) The obligation of the landlord to return any unused portion of the security deposit, by first-class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy; and*
- (7) A statement that 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 withheld, plus reasonable attorney's fees."*

2.5 USE OF PREMISES / OCCUPANCY LIMITS

The Premises shall be occupied as a residence exclusively by the Tenant and the Additional Occupant(s). To the extent allowed by applicable law, Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the upkeep, use, occupancy, and preservation of the Premises. To the extent allowed by applicable law, Tenant shall indemnify Landlord against, and reimburse Landlord for, any fines, charges, damages, costs, or fees, including reasonable attorney fees, incurred or paid by Landlord as a result of any noncompliance of the occupancy limits by Tenant. No person who is not a Tenant or Additional Occupant(s) may occupy the Premises, except that Tenant may allow one guest to stay with Tenant for a maximum period of fifteen (15) days every six (6) months, provided that such guest at all times maintains a separate residence. Any guest who stays in excess of this amount shall be considered an unauthorized occupant.

2.6 CONDITION OF PREMISES

Tenant acknowledges that prior to occupying the Premises, Tenant has examined the Premises and is satisfied with the condition, subject to those items specifically stated on the Property Condition Report (or like-titled document). By accepting possession of the Premises, Tenant acknowledges and agrees that no repairs or cleaning are required or requested. Tenant agrees and accepts the Premises "As Is" condition, and that no warranty or guarantees are expressed or implied by Landlord. In the event that not all Tenants can be present at the time of move-in, the acceptance of the condition by one or more than one Tenant(s) shall be sufficient as to establishing the condition at the start of the Term.

2.7 NOTIFICATION OF BUILDING PROBLEMS OR REPAIRS NEEDED

Tenant shall keep the Premises in good order and condition, and immediately pay for any repairs caused by Tenant's negligence or misuse, that of their guests or Additional Occupant(s). Tenant agrees to notify Landlord immediately upon first discovering any repairs or maintenance needed, or signs of serious building problems, including but not limited to: a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, any leaking or running water, appliance malfunction, and/or electrical shorting or sparks. Failure to report a problem may create a situation where the Tenant will be liable for damages due to the problem not being addressed sooner. Notwithstanding anything to the contrary in this Agreement, Landlord will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e., dangerous or hazardous conditions).

2.8 ENTRY/ACCESS TO PREMISES BY LANDLORD

Landlord shall have the right at all reasonable times during the Term of this Agreement to enter the Premises for the purpose of inspecting and exhibiting the Premises and all buildings and improvements thereon. In non-emergency situations, Landlord will make a good faith effort to notify Tenant at least twenty-four (24) hours prior to entry by one of the following methods: telephone message, email message, or door hanger, and having made such good faith effort shall enter as necessary. In an emergency situation, or if a repair is requested by Tenant, Landlord is permitted to enter immediately without prior notice. Tenant understands that Landlord will typically commence showing the Premises to prospective tenants one hundred twenty (120) days or more before the expiration of the Term of this Agreement, but may show the Premises to prospective tenants, purchasers, or lenders at any time. Landlord shall further have the right to display "for sale", "for rent", or "vacancy" signs in or about the Premises.

2.9 EARLY TERMINATION

Either party, upon 60 days' advance written notice to the other party, may terminate this lease early. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. Each party understands that a notice of termination can happen at any time after lease signing. Tenant may terminate this lease provided that the Tenant pays a termination fee equal to one months' rent or the maximum allowable by law, whichever is less. Termination charge will be in addition to all rent due and late fees up to the termination date.

Exceptions to this paragraph allow early termination without penalty for active military duty, uninhabitability, landlord harassment, domestic violence/stalking, senior citizens with serious health conditions, habitual lease violations, lease term violations, failure to provide mandatory disclosures or gas leaks.

2.10 ABSENCES

Tenant is required to notify Landlord in writing of any anticipated absence from the Premises in excess of seven (7) days, and shall make arrangements for the Premises to be routinely checked on during absence. Such written notice must be provided no later than the first day of any such absence. Landlord may enter the Premises at any time for any reasonable purpose during Tenant's absence.

2.11 FAIR HOUSING

The federal Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status and disability. All Parties to this Agreement shall act according to said law or any other classification protected by federal, state, or local law applicable in the jurisdiction where the Premises is located.

2.12 DAMAGE TO PREMISES

In the event the Premises are destroyed or rendered wholly untenable by fire, storm, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Agreement continue according to the terms.

2.13 SECURITY DEVICES AND EXTERIOR DOOR LOCKS

Tenant shall not add or change any: lock, locking device, bolt or latch on the Premises without the express written consent of Landlord. All notices or requests by Tenant for: rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant, in advance, and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

2.14 UTILITIES AND OTHER SERVICES

Landlord is not responsible for any discomfort, inconvenience, or damage of any kind caused by the interruption or failure of any Utilities or Other Services. Landlord is not responsible for outages or lapses caused by outside providers or for Tenant's use thereof. Any billing methods described herein may be changed by Landlord by providing Tenant with thirty (30) days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Tenant acknowledges that in certain situations it is necessary to make a change to the billing method.

2.15 SMOKE / CARBON MONOXIDE DETECTORS

Smoke and carbon monoxide (if applicable) detectors (hereinafter referred to collectively as "Detectors") have been installed at the Premises. Carbon Monoxide detectors shall be placed in all Properties that contains fuel burning appliances. Upon commencement of this Agreement, Landlord and Tenant have verified that the Detectors in the Premises are in good working order. All smoke detectors over 10 years old will be replaced with a lithium ion sealed 10-year battery operated smoke detector. Tenant agrees to keep the Detectors operational at all times and take no measures to render them non-operational or to diminish their effectiveness. Tenant agrees to perform the manufacturer's recommended test on Detectors and to report the failure of any such test, or any other apparent malfunction of the detectors to Landlord immediately upon discovery in writing. Tenant acknowledges that the Detectors may be battery operated and agrees to replace the batteries, at Tenant's expense, promptly, as needed, for the duration of their stay at the Premises.

2.16 HABITABILITY DISCLOSURE

Maryland law requires disclosure on the condition of the Premises regarding habitation and safety. The following constitutes such disclosure.

☒ **Yes**

The Property is delivered in habitable condition.

☐ **No**

2.17 SHARED UTILITIES

There are no shared water/wastewater utilities on the Property.

2.18 FLOODPLAIN DISCLOSURE

The Property including all storage and parking areas are not contained within a floodplain.

3. GENERAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING GENERAL PROVISIONS:

3.1 ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, subletting, or license shall not be deemed to be consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

3.2 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the buildings on the Premises or construct any building, or make any other improvements (including painting of any kind) on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord, and remain on the Premises at the expiration of this Agreement. Notwithstanding the foregoing, the Landlord may require the Tenant at Tenant's sole cost and expense, to remove such improvements at the expiration of this Agreement and return the Premises to its original condition at the commencement of this Agreement.

3.3 HAZARDOUS MATERIALS

Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

3.4 MOLD AND MILDEW DISCLOSURE

Prior to commencement of this Agreement, Landlord and Tenant have visually inspected the Premises and observed no visible mold or mildew, obvious water leaks, or presence of excess moisture conducive to mold growth, unless expressly noted on the Condition of Premises (or like-titled document). Landlord is not representing that a significant mold problem exists or does not exist on the Premises, as such a determination may only be made by a qualified inspector. Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. Tenant further acknowledges and agrees that Landlord, who has provided this section, is not liable for any action based on the presence of or propensity for mold in the property. Instead, Tenant must promptly notify Landlord in writing of a condition that poses a hazard to property, health, or safety. Landlord will take appropriate action to comply with applicable law, subject to any exceptions for natural disasters and other casualty losses.

3.5 LEAD-BASED PAINT DISCLOSURE AND WARNING STATEMENT

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposures are especially harmful to children and pregnant women. Before renting pre-1978 housing, Landlord must disclose any known presence of lead-based paint, lead-based paint hazards, and/or records or reports of lead-based paint in the dwelling. Tenant must also receive a federally-approved pamphlet on lead poisoning prevention.

3.6 MODIFICATION

This Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.

3.7 CREDIT REPORTING DISCLOSURE

Tenant is hereby notified that a negative credit report statement may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Agreement.

3.8 MILITARY PERSONNEL CLAUSE / FAMILY VIOLENCE / SEX OFFENSES OR STALKING

The federal Servicemembers Civil Relief Act allows a Tenant to terminate this Agreement, under certain circumstances, if they enlist, are moved, or are drafted or commissioned in the U.S. Armed Forces. Tenants may have additional rights, under state or local laws, to terminate this Agreement early in certain situations involving family violence, certain sexual offenses, or stalking. All Parties to this Agreement shall act according to any such federal, state, or local law applicable in the jurisdiction where the Premises is located. **Tenants may have special statutory rights to terminate the Lease or Agreement early in certain situations involving family violence or a military deployment or transfer, or certain sexual offenses or stalking.**

3.9 MATERIALITY OF APPLICATION TO RENT

All representations made by Tenant on the application (or like-titled document) (defined as "Application to Rent") are material to the grant of this Agreement, and the Agreement is granted only on the condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application to Rent, Landlord may deem Tenant to be in breach of this Agreement and shall be good cause for termination.

3.10 SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are, and shall be, subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.

3.11 CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND. All Parties to this Agreement, including Third Party Guarantors, if any, expressly consent to the venue of the courts of the county in which the Premises is located.

3.12 SURRENDER OF PREMISES

Upon the expiration of the Term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof excepted. For purposes of this Agreement, Tenant has "surrendered" the Premises when: (i) the move-out date has passed and no one is living in the Premises in Landlord's reasonable judgment; or (ii) the keys and access devices listed in this Agreement have been turned in to Landlord, whichever happens first. Surrender, abandonment, or judicial eviction ends Tenant's right of possession for all purposes, and gives Landlord the immediate right to clean up, make repairs in, and relet the Premises; determine any Security Deposit deductions; and remove property left in the Premises.

3.13 QUIET ENJOYMENT

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant, and Tenant's performance of all Tenant's agreements contained herein, and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.

3.14 COMPLIANCE WITH LAWS

Tenant shall not violate any law or ordinance (federal, state, or local), or commit or permit any waste or nuisance in or about the Premises, or in any way annoy any other person residing within three hundred (300) feet of the Premises. Such actions shall be a material and irreparable violation of the Agreement and good cause for termination of Agreement.

3.15 ABANDONMENT

If at any time during the Term Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired Term, if this Agreement had continued in force, and the net Rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in accordance with applicable law, and Landlord is hereby relieved of all liability for doing so. For purposes of this Agreement, Tenant has "abandoned" the Premises when all of the following have occurred: (i) Tenant appears to have moved out in Landlord's reasonable judgment; (ii) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (iii) Tenant has been in default for nonpayment of Rent for five (5) consecutive days, or water, gas, or electric service for the Premises not connected in Landlord's name has been terminated or transferred; and (iv) Tenant has not responded for two (2) days to Landlord's notice left on the inside of the main entry door stating that Landlord considers the Premises abandoned. The Premises is also considered abandoned ten (10) days after the death of a sole Tenant.

3.16 NO REPRESENTATIONS

Tenant acknowledges that Landlord has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Tenant acknowledges that Landlord does not warrant or guarantee the safety or security of Tenant or his or her guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest, invitee and Additional Occupant(s) is responsible for protecting his or her own person and property.

3.17 ATTORNEY / COLLECTION FEES

To the extent allowed under applicable law, should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, or a collection company to recover any financial loss, including the collection of Rent or gaining possession of the Premises, Tenant agrees to pay all related legal and/or collection expenses so incurred.

3.18 SEVERABILITY

If any provision of this Agreement or the application thereof shall, for any and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

3.19 TIME

Time is of the essence to the terms of this Agreement.

3.20 INDEMNIFICATION

To the maximum extent permitted under applicable law, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, Additional Occupant(s), guests, invitees, agents, or employees, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

3.21 DESCRIPTIVE HEADINGS

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

3.22 NON WAIVER

No indulgence, waiver, election, or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

3.23 ENTIRE AGREEMENT

The foregoing Agreement constitutes the entire Agreement between the Parties and supersedes any online, oral, or written representations or agreements that may have been made by either Party. Further, Tenant represents that he or she has relied solely on his or her own judgment, experience, and expertise in entering into this Agreement with Landlord.

3.24 WARRANTY OF HABITABILITY

Landlord hereby warrants that, at all times during the tenancy, it will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the Property to keep the Property safe and fit for human habitation. Tenant hereby warrants that at all times during the tenancy, tenant will comply with any Federal, State, County or municipal statute, code, regulation or ordinance governing the use of the Property, including but not limited to disposal of garbage and waste, keeping systems in good working order, protection of the property from destruction and communication to Landlord in writing about problems that need to be addressed in the proper time frame using the following communication methods:

Communication Methods Allowed:	☒ Online Maintenance Requests via TurboTenant ☐ US Mail ☒ Email ☒ Text Message ☐ Other
---------------------------------------	--

Email address:
f7rsqkqgv6@privaterelay.appleid.com

Phone Number:
(202) 679-5665

4. SIGNATURES

THE TENANT UNDERSTANDS THAT THE EXECUTION OF THIS AGREEMENT ENTAILS AN IMPORTANT DECISION THAT HAS LEGAL IMPLICATIONS. TENANT IS ADVISED TO SEEK HIS OR HER OWN COUNSEL, LEGAL OR OTHERWISE, REGARDING THE EXECUTION OF THIS AGREEMENT. TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO IT, AND HAS BEEN GIVEN A COPY. ELECTRONIC SIGNATURES MAY BE USED TO EXECUTE THIS AGREEMENT. IF USED, THE PARTIES ACKNOWLEDGE THAT ONCE THE ELECTRONIC SIGNATURE PROCESS IS COMPLETED, THE ELECTRONIC SIGNATURES ON THIS AGREEMENT WILL BE AS BINDING AS IF THE SIGNATURES WERE PHYSICALLY SIGNED BY HAND.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

TENANT(S):

Name: Terrel Howard Sign: *Terrel Howard* Date: 02 / 26 / 2025

LANDLORD(S):

Authorized
Signer

Name: Jackilou Joy Lastimosa Sign: *JKL* Date: 02 / 26 / 2025

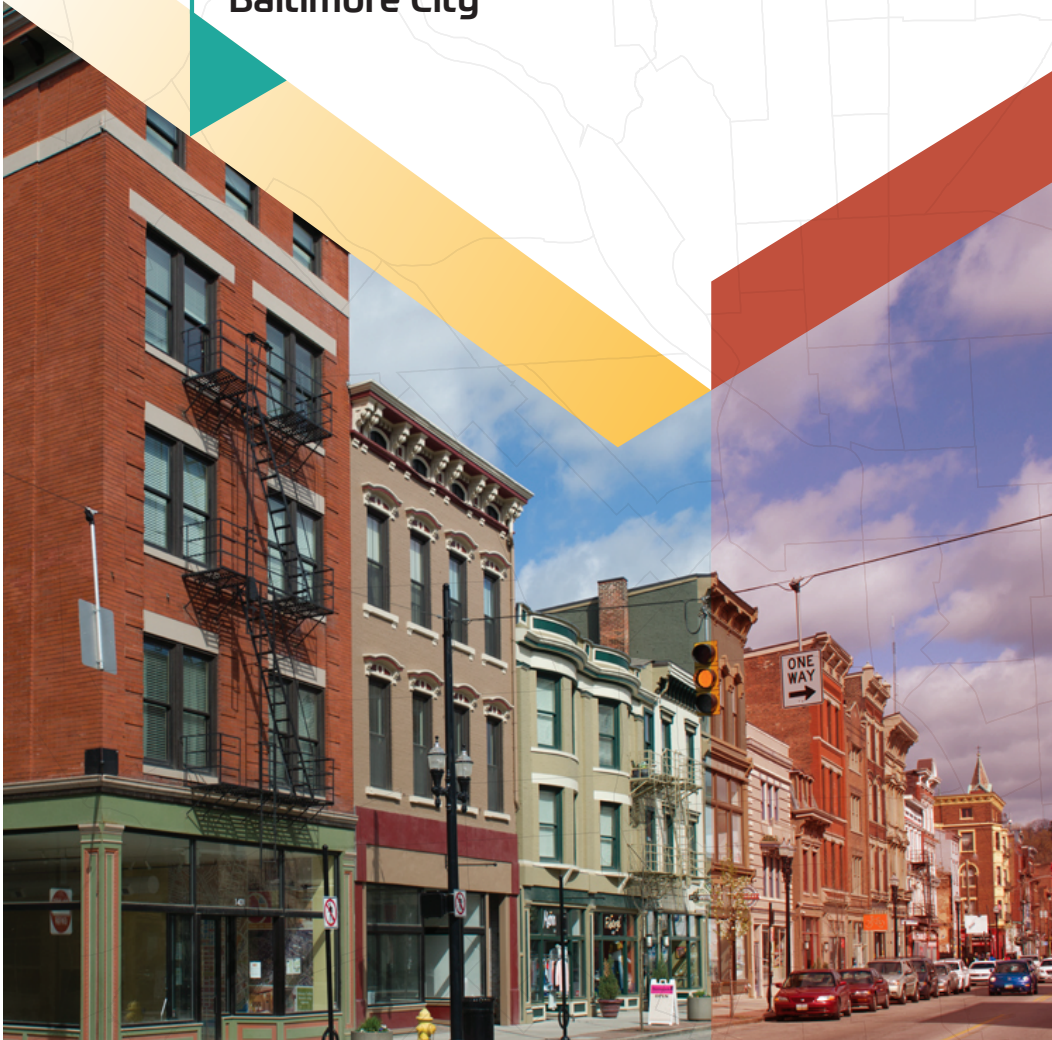
Company
Name: Everlast Home And
Properties, LLC



— BALTIMORE CITY —
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

TENANT'S RIGHTS GUIDEBOOK

A Handbook for Rental Residents in
Baltimore City





Introduction

As a renter in Baltimore City, this handbook will help you understand your rights under the Tenant Opportunity to Purchase Act as well as inform you about certain available resources and protections.

This handbook will also help guide you if you are facing an eviction as well as share information on how to initiate a court escrow action if a landlord has specific code violations.

Contents

Tenant Opportunity to Purchase	3
Home Buying Resources	4
Homeownership Counseling Agencies	5
Legal Assistance Organizations	8
Housing Code Requirements	9
Rent Escrow	15
Contacting Code Enforcement	18



Tenant's Opportunity to Purchase

Is your landlord selling your home?

As a renter in Baltimore City, you have the legal right to purchase your rental home before an outside party does.

Before any single-family residential rental property is voluntarily sold, the current tenant of that property shall have the opportunity to purchase it first.

Your landlord is legally required to offer you a contract for the sale of the rental dwelling unit before they place the home on the market. You have 14 days to express your interest by sending a letter of intent to the landlord.

If you enter a contract to purchase, you have a minimum of 30 days to settle, and a minimum of 60 days to settle if a government agency or other lender indicates that it will take that long to make their financing decision.

A landlord may not refuse the sale of the property solely because you intend to use funding from a federal, state, or local program.

If the tenant does not purchase the property at this time, the landlord can put it on the market. If the contract price is 10% or less of the original price, the landlord must offer the home back to the tenant for the lower price.

Please visit <https://dhcd.baltimorecity.gov/> or email totp.dhcd@baltimorecity.gov for more information.





Home Buying Resources

When you are ready to buy a Home in Baltimore City, there are resources available for qualified applicants to assist with down payment and closing costs!

All incentives require homeownership counseling from a City-approved homeownership counseling agency within one year before writing an offer on a home, and a minimum \$1,000 investment from the homebuyer's own funds towards the purchase of the property.

Baltimore City Employee Homeownership Program \$5,000 for employees of City and quasi-City agencies

Buying Into Baltimore

\$5,000 awarded by lottery to people who attend a Live Baltimore Trolley Tour and meet other conditions.

Live Near Your Work

This partnership with participating employers encourages homeownership near places of employment. The City matches employers' contributions between \$1,000 and \$2,500, for total incentives of \$2,000-\$5,000+, depending on the employer.

First-Time Homebuyers Incentive Program

The base incentive amount is \$10,000 for first-time homebuyers with a household income at or below 80% of the area median income.

An additional \$5,000 bonus is available to homebuyers who (a) purchase the house they have rented and occupied for at least six months, or (b) have a disability (as defined by Federal law) or have a household member with a disability.

Good news for Baltimore City residents and homebuyers - An additional \$10,000 bonus is available to homebuyers purchasing properties within one of Baltimore City's Impact Investment Areas! To find out more visit:

<https://dhcd.baltimorecity.gov/hho/homeownership-incentives>



Homeownership Counseling Agencies

Belair-Edison Neighborhoods, Inc.

3545 Belair Road, 21213

(410) 485-8422

belair-edison.org

Comprehensive Housing Assistance, Inc. (CHAI)

5809 Park Heights Avenue, 21215

(410) 500-5310

www.chaibaltimore.org

Druid Heights Community Development Corporation

2140 McCulloh Street, 21217

(410) 523-1350

www.druidheights.com

Southeast Community Development Corporation

3323 Eastern Avenue,

Suite 200, 21224

(410) 342-3234

www.southeastcdc.org

HARBEL Housing Partnership

5807 Harford Road, 21214

(410) 444-9152

www.harbel.org

Garwyn Oaks Northwest Housing Resource Center (GO Northwest)

2300 Garrison Boulevard,

Ste. 270, 21216

(410) 947-0084

www.go-northwesthrc.org

Latino Economic Development Center

Karen Torrico

ktorrico@ledcmetro.org

(202) 540-7400

3500 Boston Street,

Suite #227, 21224

www.ledcmetro.org



Neighborhood Housing Service of Baltimore (NHS)

25 E. 20th Street, Suite 170, 21218

(410) 327-1200

www.nhsbaltimore.org

Operation HOPE Inside Powered

by Fulton Bank Kimberly Thornes

820 N. Wolfe Street, 21205

(443) 885-0845

kimberly.thornes@operationhope.org

www.operationhope.org

Reservoir Hill Improvement Council, Inc.

10 East North Avenue, Suite 5, 21202

(410) 225-7547

ReservoirHill.net

St. Ambrose Housing Aid Center

321 E. 25th Street, 21218

(410) 235-5770

www.stambros.org

H.O.P.E.

Housing Options & Planning Enterprises, Inc.

Bilingual Housing Counselor

(301) 567-3330 [207] (Office)

(301) 710-0607 (Fax)

5121 Eastern Avenue, 21224

www.hopefinancial.org

HomeFree-USA

Dave Smith

Homeownership and Financial Development

1052 W. Fayette Street, 21223

(301) 891-8414

edaves@homefreeusa.org

www.homefreeusa.org



Renter's Tax Credit

You can apply for this every year.

If you are a renter, the Maryland Renter's Tax Credit can provide you a credit for a portion of your rent that goes towards your landlord's property taxes.

The credit can be as high as \$1,000.

You must apply every year between early February and October 1.

Your rental property can be an individual home or building, co-op, condominium, mobile home or trailer. You must live there at least 6 months each year. If you are under 60, there must be at least one dependent under the age of 18 living with you.

Rent paid to a public housing authority or tax-exempt organization is not eligible.

For complete details and an application, please visit:

<https://dat.maryland.gov/realproperty/Pages/Renters'Tax-Credits.aspx>

Or call: 410-767-1184





Need Legal Assistance?

Are you facing eviction? • Is your landlord unlicensed? • Is your landlord threatening you with fees or refusing to fix major problems? • Are you in subsidized housing (any form of housing choice voucher, public housing, or other government-subsidized housing) and need a rent reduction due to loss of income? • Is your landlord discriminating against you because of your disability?

The following organizations provide free legal advice and, in some cases, representation to renters facing eviction and other landlord-tenant issues. They all take different types of cases and have capacity limitations, so please review the types of services they provide below before calling.

- **Maryland Legal Aid** (advice and representation—subsidized housing cases; same-day representation for failure to pay rent possible) 410-951-7777 or www.mdlab.org
- **Public Justice Center** (advice and representation—non-subsidized housing cases) 410-625-9409 or www.publicjustice.org
- **Homeless Persons Representation Project** (advice and representation—subsidized housing cases) 443-402-5395 or chatfield@hprplaw.org or www.hprplaw.org
- **Pro Bono Resource Center of Maryland /Tenant Volunteer Lawyer of the Day Program** (advice and same-day representation in rent court—will meet tenant at court) 443-703-3053 or www.probonomd.org
- **Disability Rights Maryland** (housing cases involving a tenant or family member with a disability) 410-727-6352 or <https://disabilityrightsmd.org/>
- **Maryland Courts Self-Help Center** (advice and referrals on housing and other civil cases) 410-260-1392 or mdcourts.gov/selfhelp



Housing Code Requirements

Minimum Standards for Dwelling Units

A dwelling unit is defined as a single unit that provides or that is designed to provide complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Space and Occupancy Standards

Only by meeting all the minimum space and occupancy requirements, does a unit become defined as a “habitable space.” These requirements govern: light, ventilation, minimum room size and minimum ceiling heights.

Every dwelling unit must contain:

- A kitchen with space and connections for a stove and refrigerator. There must be a sink and space for storage and preparation of food.
- A private bathroom with a toilet, lavatory basin, a tub or shower and ventilation (Ventilation must be a window or a mechanical vent that is vented to outside air).
- Access to a habitable room: The only access to a habitable room cannot be through a bathroom.
- Hot water facilities capable of heating water to 120 degrees Fahrenheit.
- Adequate light and ventilation in all habitable spaces and bathrooms.
- Adequate trash cans and a place to store the cans. (Section §305.6 of the BFRF states: “trash cans should be metal or some durable material approved by the Code Official, water tight with a tightly fitting cover.”)
- A smoke detector located near the sleeping area and on every story of the building, including the basement and cellar.



Requirements for Heating of Rental Units (During the months of October 1st to April 30th)

- 70 degrees Fahrenheit in all habitable rooms, bath-rooms and toilet rooms with no room to be less than 65 degrees Fahrenheit during the hours of 5 a.m. to midnight and
- 65 degrees Fahrenheit in all habitable rooms, bath-rooms and toilet rooms with no room to be less than 60 degrees Fahrenheit during the hours of midnight to 5 a.m.

Owner and Occupant Responsibilities

Structural Maintenance

Owners are responsible for maintaining the structure in a structurally sound and sanitary condition and must make any repairs accordingly. **Owners** are responsible for ensuring the following (this list is representative but not all-inclusive):

- Windows and doors fit and function properly and are not broken
- Stairways are structurally sound
- Chimneys and towers are structurally sound
- Decks are structurally sound
- Roof drains and gutters are attached to the structure and free of debris
- Downspouts discharge water away from the foundation and do not create a public nuisance
- Interior walls and woodwork are in good repair
- Plumbing is in good repair



The Occupant must give the owner or operator access to the premises at all reasonable times in order to make necessary repairs or alterations. In addition, the occupant must keep his or her unit, as well as any other areas he or she occupies or controls, in a clean and sanitary condition.

Maintaining Exterior Premises

Owners are responsible for ensuring that all lots and exterior premises including abutting sidewalks, gutters, and alleys, are maintained in a clean, safe and sanitary condition - unless the areas are exclusively controlled by a tenant, such as in a single-family dwelling.

Occupants are responsible for keeping their unit and any other part of the premises that they occupy or control in a clean and sanitary condition. If one occupant has exclusive control of the rear yard, that **occupant** is responsible for maintaining the yard. However, in most situations with more than one dwelling unit, the owner is responsible for the exterior sanitary maintenance, as no one tenant has exclusive control of the exterior premises.

Examples of common exterior maintenance:

■ Grass and Weeds

Keep grass, weeds, or plant growth below eight inches and remove all noxious weeds.

■ Trees and Shrubbery

Prune or remove all trees and shrubbery if they are dangerous to life and property, create a fire or traffic hazard, or encroach on an adjacent property.



■ **Motor Vehicles**

No motor vehicle may be parked, kept, or stored on any premises if: 1) It is inoperative, unregistered, or fails to display current registration tags; or 2) It is in a state of disassembly or disrepair. Motor vehicles must be parked on a dustless surface. The vehicle may not be parked on grass, dirt, or crushed stone.

■ **Trash, Garbage, and Debris**

All premises including abutting sidewalks, gutters, and alleys as well as the interior of every structure must be kept free of any accumulation of trash, garbage, and debris, including animal waste, construction material, equipment, furniture, appliances, and similar objects and materials.

■ **Storage Receptacles**

Trash, garbage, and debris may not be placed out for collection unless contained in proper storage receptacles, and not earlier than the day of collection. Storage receptacles must be promptly returned to premises after collection. Trashcan should be metal or some durable material approved by the Code Official, water tight with a tightly fitting cover.

■ **Bulk Trash**

If too large for the storage receptacle, bulk trash must be conveyed to an appropriate landfill or other approved site or put out the day before a bulk trash pick-up (appointment needed). To schedule a pickup appointment, call 311 or (443) 263-2220.

■ **Boats, Trailers and Recreational Vehicles**

A permit and Zoning Board Approval is required to store a boat and/or trailer on a property.



Interior Maintenance

The owner must maintain shared, common, or public areas within each multi-unit building in a clean and sanitary condition. The owner must repair or replace defective and damaged items in all units. Note that the owner may hold an occupant accountable for damaging interior property due to negligence, per the terms of a signed lease. Occupants must keep their unit and any other areas that they occupy or control in a clean and sanitary condition.

Common examples of interior maintenance:

- Floors, furniture, counter tops, and surfaces must be clean and free of trash, garbage, and debris; including human and animal waste and any other unsanitary matter.
- Walls, ceilings, windows, and doorways must be clean and free of dirt, grease, soot, and any other unsanitary matter.
- Plumbing fixtures must be clean and free from any foreign objects or materials that could obstruct a fixture or a line connected to a fixture.
- Rat-proofing and pest extermination follow specific rules, as follows:

The owner is responsible for rat-proofing the building and maintaining rat-proof condition. Rat-proofing methods include:

- Preventing entrance by blocking passages with rat-resistant material; and
- Paving basements and any other areas that are in contact with the soil.

An **occupant** of a multiple-family dwelling is responsible for extermination if the occupant's unit is the only unit infested. The **occupant** of a single-unit building is responsible for extermination of insects, rodents, and all other pests, other than wood destroying insects.



Licensing and Registration Responsibilities for Property Owners

All non-owner-occupied properties in Baltimore City are required to be registered by the owner each year. The registration period is January through December and property registration fees must be paid every year for the property to be considered registered. Registration is required whether or not the property is a rental, whether or not it is occupied, unoccupied, vacant, and whether or not it is generating income.

All non-owner-occupied properties in Baltimore City that are rental properties must be licensed to operate as a rental, in addition to being registered.

To determine if a property in Baltimore City is currently registered and licensed as a rental property, search by address here:

https://cels.baltimorehousing.org/reg/Reg_MFD_Search.aspx





Rent Escrow

Filing a Rent Escrow Case

Rent escrow allows tenants to withhold rent when a landlord fails to make essential repairs to a rental property.

To use the rent escrow process, a dangerous condition must exist on the leased premises or in the common areas and must create, or if not promptly corrected will create, a fire hazard or a serious threat to the life, health or safety of the tenants.

Examples of such conditions are:

- Lack of heat, light, electricity, or adequate sewage disposal facilities
- Lack of hot or cold running water (except where tenant pays for water and the lack of water is a result of his failure to pay the water charge)
- Presence of lead paint on interior surfaces, where it would be a violation of the Baltimore City Code and the landlord has notice of the lead painted surfaces

Before Using Rent Escrow

Before bringing a rent escrow action or using the dangerous condition as a defense for nonpayment of rent, the landlord or landlord's agent must also have refused or failed to remedy the condition within a reasonable time after receiving notice of the defective condition in one of the following ways:

- A letter sent by certified mail return receipt (tenant should keep a copy of the letter and the return receipt);
- A violation or condemnation notice from the Department of Housing and Community Development or other appropriate agency; or
- Actual notice (the landlord has first-hand knowledge of the condition).



A reasonable time to remedy the dangerous condition is left to the discretion of the court but there is a rebuttable presumption that more than 30 days after receiving notice is unreasonable.

The tenant must pay into the court the amount of rent due under the lease, unless or until that amount is modified by court order. The tenant must also not have had more than 5 judgments for unpaid rent in the year immediately prior to initiating the suit or using the dangerous condition as a defense (or not more than 2 judgments if the tenant has lived on the premises 6 months or less).

Once you have contacted the District Court and initiated a Rent Escrow action, the Rent Escrow Clerk will give the Tenant either an Expedited or Non- Expedited Rent Escrow and Housing Inspections document.

- Both the Tenant and Landlord will be given a court date to appear in District Court.
 - A summons will be mailed to the landlord's address that is provided by the tenant.
- The Tenant is advised to contact DHCD Inspections within 3 business days after filing their complaint between the hours of 8:30 am - 4:30 pm to schedule a housing inspection for a Non-Expedited Rent Escrow housing inspection. Call 410-396-4161 or 410-396-4163
- For Expedited Rent Escrow Cases, the Tenant is advised to contact 311 within 24 hours of filing a complaint to schedule an emergency housing inspection. Also, the Tenant is advised to contact the Rent Escrow line to provide the address and 311 confirmation number.
- An Inspection is conducted and notice will be issued for violations observed during the inspection.
 - **FYI:** All violations do not pose a threat to Health & Safety but DHCD does address all the Tenant's concerns.



- The Owner will have either 3, 5, 10 or 30 days to address the violations.
 - 3 or 5 Days for emergency violation (No Heat, No Hot Water, Sewage or Defective Fire device).
- Once a notice is approved by the Supervisor, the Owner receives 1 certified copy and 1 mailed copy of the notice.
- Rent Escrow Inspectors are required to print 4 copies of each notice and photos for the 1st inspection and 2 copies for re-inspection to take to Court.
- Rent Escrow Inspectors circle all threats in red on the notice.
- During the hearing, the Judge will hear from both sides to determine if escrow is needed.
 - A new inspection and court date will be scheduled if the escrow is needed. Re-inspection dates are given by the Inspector.
- After all threats are completed during the next inspection, if the Court finds that a rent escrow is established, a rent escrow account is set up and the judge can take several actions.
 - The Court can order that money be returned to Tenant or Landlord, or both, from the account as compensation.
 - The Judge can order other actions.
- A new inspection can be ordered if violations are outstanding or out of an abundance of caution.



Contacting Code Enforcement

How can I contact Housing Code Enforcement?

For all property maintenance complaints, please call 311.

To view citation photos and/or active violation notices, please visit us at <https://dhcd.baltimorecity.gov/>.

Under code enforcement:

- ☐ CLICK Housing/Building Code
- ☐ CLICK View CITATION PHOTOS
- ☐ ENTER Citation # CLICK Search or
- ☐ CLICK Housing/Building Code
- ☐ CLICK View ACTIVE VIOLATIONS
- ☐ ENTER Address CLICK Search

INSPECTION OFFICES

Headquarters/Central

417 E. Fayette St, 2nd floor, Room 202, 410-396-4170

Northeast

5225 York Rd, Lower-Level Rear, 410-545-7550

Southwest

417 E. Fayette St, 2nd floor, Room 202, 410-545-1851

Southeast

417 E. Fayette St, 2nd floor, Room 202, 410-545-6521

Northwest

3939 Reisterstown Rd, 410-396-7736



— BALTIMORE CITY —
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

417 E. Fayette Street, 14th floor
Baltimore, Maryland 21202

dhcd.baltimorecity.gov

Updated 4/2024

LEAD-BASED PAINT DISCLOSURE

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, landlords 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.

Landlord'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) ☒ Landlord 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) ☐ Landlord 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) ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial): TH

(c) Tenant has read the Lead Warning Statement above and understands its contents.

(d) Tenant has received copies of all information listed above.

(e) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

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.

TENANT(S):

Name: Terrel Howard Sign: Terrel Howard Date: 02 / 26 / 2025

LANDLORD(S):

Authorized
Signer

Name: Jackilou Joy Lastimosa Sign:  Date: 02 / 26 / 2025

Company Name: Everlast Home And Properties, LLC



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

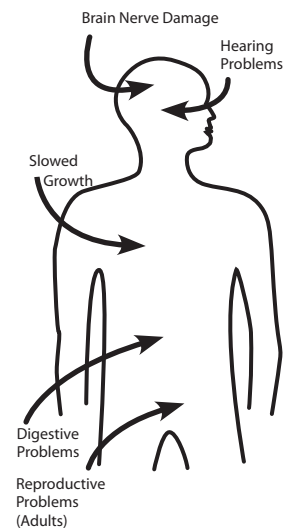
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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Status	● Signed

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Sent for signature to Everlast Home And Properties, LLC (vleph2023@gmail.com) and Terrel Howard (thowardworka@icloud.com) from vleph2023@gmail.com
IP: 107.115.94.55



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