

RESIDENTIAL LEASE

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. PLEASE TAKE THE TIME TO READ THIS LEASE IN ITS ENTIRETY. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

1. LEASED PROPERTY

- a) The leased property is the location Landlord agrees to rent to Tenant.
- b) The exact address is 410 N Curley St, MD 21224

2. NAMES OF LANDLORD, TENANT(S) AND COSIGNER(S)

- a) Name of Landlord: **Baltimore Excel S11, LLC**

- b) Name of Tenant(s):

Sonya Smithwick

If more than one Tenant signs this lease, each is responsible individually and/or together for making full rent payments. This means that if one Tenant moves out, the remaining leaseholders are responsible to pay the full rent. It also means that Landlord can sue all Tenants for breaking the lease if full rent is not received. All Tenants and cosigners are viewed as ONE. It is not the Landlord's responsibility to track which roommate has not paid rent.

- c) Occupant(s):

Each cosigner is individually responsible for all obligations of this lease, including rent, late fees, damages and other costs. Cosigners do not have the right to occupy the property as a Tenant without the Landlord's written permission.

ADDITIONAL SIGNERS TO THE LEASE

- a) All signers of this lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages, and other costs over the security deposit.
- b) Landlord will place a money claim or lien on any asset owned by cosigner and/or Tenants after receiving a court judgment showing the amount of money Tenant owes.

3. TERMS OF THE LEASE

- a) This lease begins on **March 23, 2026** at 12:00PM and ends on **March 31, 2028** at 11:59AM.
- b) This lease terminates if any of the following occur:

The Housing Assistance Payment (HAP) contract terminates; or
The Housing Authority of Baltimore City (HABC) terminates program assistance for the family; or
The Landlord terminates the lease; or
The Landlord and Tenant agree to terminate the lease

c) This lease does not automatically renew. Please see sections 37 and 38 of this Lease for more details.

4. SECURITY DEPOSIT

a) In accordance with the Annotated Code of Maryland, Real Property Article, Tenant will deposit with the Landlord the sum of **two thousand one hundred sixty-eight dollars (\$2,168.00)** (Security Deposit), which sum does not exceed two (2) months' Rent.

NOTICE: Total security deposit, including pet deposit, may not exceed two (2) months' rent. The Security Deposit is to be held as collateral security and applied to any rent or unpaid utility bill that may remain due and owing at the expiration of his Lease, any extension thereof or holding over period, or applied to any damages to the Property in excess of ordinary wear and tear caused by the Tenant, Tenant's family, guests, agents, employees, trades people or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this lease.

b) The security deposit will be held with **Bank of America in Baltimore, MD.**

c) The security deposit will be refunded to the Tenant no later than 45 days after their move out, and will be directed to the last known address of the Tenant, a written list of any damages to the Property together with a statement of costs actually incurred.

d) The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Landlord, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the tenant.

SECURITY DEPOSIT:

Total Due	Total Paid	Balance
\$2168.00	\$0.00	\$2168.00

FIRST MONTH'S RENT: Your 1st month's rent will be prorated if your move in date is not on the first; thereafter rent will be paid on the first day of the month as below.

Total Due	Total Paid	Balance
\$220.00	\$0.00	\$220.00

5. RENT

a) The total rent due each month is **\$2168.00**. Rent is due on the 1st of the month. Of that total, the Tenant will pay a portion and the Housing Choice Voucher (HCV) program will pay a portion as set forth below:

Housing Authority of Baltimore City (HABC) - **\$1,948.00**

Tenant - **\$220.00**

The amount of the Tenant rent is subject to change by HABC during the term of the lease. Any changes in the amount of the Tenant rent will be effective on the date stated in a notice from HABC to the Tenant and the Landlord. Until such change, the Tenant agrees to the portion indicated above.

- b) The 1st month's rent is prorated, and the amount will be **\$64.00**.
- c) Landlord will send a Notice to Pay Rent or Vacate if Landlord does not receive rent by the 6th day of the month.
- d) If all monies are not received by the 15th of the month, Landlord may start court action to remove Tenant. Tenant is responsible for all court costs.
- e) If Tenant mails rent to Landlord, the day the rent check is received by the Landlord is the date of payment.

6. ADDITIONAL RENT CHARGES

- a) There is a grace period for the rent, and it is considered late if delivered to the Landlord after the 6th day of each month.
- b) The late fee is 5% of the tenant's portion of the monthly rent if rent is not paid by the 6th of the month.
- c) Charges not paid when due become additional rent for the next month's rent.

7. ORDER IN WHICH RENT PAYMENTS ARE APPLIED

Landlord applies rent received to money due from the past in the following order:

1. Past Due Rent
2. Current Rent
3. Past Due Security Deposit
4. Tenant Owed Utility Bills
5. Legal and Court Costs
6. Damages to Leased Property Caused by Tenant
7. Additional Rent Charges (i.e. Pet Deposit)

8. NUMBER OF OCCUPANTS

- a) Tenant covenants and agrees that the property shall be occupied only by the listed person(s) and no other persons indicated in Section 2 (C) of this lease. Tenant represents and warrants to Landlord that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by tenant to Landlord on the application for tenancy form, as signed by tenant.
- b) If any unauthorized occupant(s) are living in the leased property, Landlord can:
 1. End this lease with thirty days' written notice.
 2. Require Tenant and cosigners to pay for all damages caused by unauthorized occupant(s).

9. UTILITIES

	Landlord Pays	Tenant Pays	Not Applicable
Heat	☐	X	☐
Electricity	☐	X	☐
Gas	☐	X	☐
Hot water	☐	X	☐
Water & Sewer	X	☐	☐
Cable Access Television	☐	X	☐
Snow removal (3 in. or above)	☐	X	☐
Trash	☐	X	☐

10. TENANT WALKTHROUGH LIST

Prior to the move in, Tenant and Landlord will perform a move in walkthrough. It is Tenant's responsibility to return a signed copy of the inspection report to the Landlord the day of move in. If the inspection sheet is not returned at the time of move-in, Tenant agrees the leased property is in satisfactory condition and is liable for any repairs that need to be made.

When the lease ends, a move out walkthrough will be performed with Tenant and Landlord. Tenant is responsible for notifying Landlord what day they intend to vacate and scheduling a walkthrough. One party from the unit must be present; otherwise Tenant is responsible for all items needing repair that were not listed on the inspection sheet at move-in.

11. CHANGES TO THE LEASED PROPERTY

a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission. Here are a few examples which need written approval:

1. Painting of walls
2. Installing any wall covering material
3. Nailing into the walls or any wall covering material
4. Installation of ceiling tiles, or any other object, which requires the drilling of holes in the floors, doors, or ceilings.

b) Landlord-approved changes that the Tenant made to the leased property belong to the Landlord, unless Landlord and Tenant agreed otherwise in writing.

12. INSURANCE

a) Landlord agrees to carry fire and liability insurance on the building. Landlord does not insure Tenant's personal property under his insurance policy.

b) Landlord **strongly recommends** that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property, and his guests. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.

c) If there is any loss of property by fire, theft, burglary, water damage or any other means, Tenant agrees to relieve Landlord from all responsibility. Tenant agrees to pay for any loss or claims filed.

13. LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS' INJURY

a) Landlord is not responsible for loss, theft, or damage to property of Tenant or Tenant's guests.

b) Landlord is not responsible for any liability or injury to any person while on the leased property.

c) All belongings left by Tenant become Landlord's property to remove or keep as abandoned property. The cost of disposal is charged to Tenant.

14. BAD CHECKS

Tenant agrees to pay an insufficient funds fee of **fifty dollars (\$50.00)** for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of money order or certified check.

15. CARE AND USE OF THE LEASED PROPERTY

- a) Primary Residence: Tenant agrees to use the leased property as a private residence only for Tenant and authorized occupants only.
- b) Use of Leased Property: Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the leased property for any business or profession.
- c) Obey all laws: Tenant agrees to obey government housing regulations, local and state laws as they apply to Tenants.
- d) Keep safe and clean: Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe manner and in accordance with the city ordinance.
- e) Tenant shall keep the Premises, including all fixtures, appliances, flooring, walls, windows, bathrooms, and kitchen areas, in a clean, sanitary, and well-maintained condition at all times. Tenant shall promptly remove trash and refuse and shall not allow the accumulation of dirt, grease, mold, pests, or unsanitary conditions. Sanitary is defined as maintained in a hygienic condition that does not pose a risk to health or safety, including being free from accumulated waste, garbage, human or animal excrement, food residue, excessive dirt or grease, mold or mildew growth, strong or offensive odors, and conditions that attract insects, rodents, or other pests.
- f) Heating sources: Tenant agrees not to use any other heating source than the one provided in the leased property.

16. TENANT'S RESPONSIBILITIES

- a) Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors. All Tenants have a right to quiet enjoyment from 10pm to 8am. If the tenants below you complain about noise coming from your unit, you will receive a noise violation. Subsequent notices can result in eviction.
- b) Utilities: Tenant has 5 days to transfer utility services into their name after move in. Any utility charges which Tenant does not pay will be due and payable as Additional Rent on the next day the base monthly rent is due.

Tenant agrees to pay all utility bills on time for which Tenant is responsible. Section 9. UTILITIES lists the Utility Services Tenant is responsible for paying.

- c) Pests: Landlord is giving the leased property free of insects, rodents, and pests at move-in. Upon request and if the unit is kept clean, Landlord will provide one free general pest control treatment per year; this does not include bedbugs or fleas. If it is determined that the source of the pest problem is other than the cleanliness of the apartment, Landlord will provide and pay for extermination services.
- d) Locks: Tenant agrees not to change locks or put additional locks on doors. Landlord may remove any locks put on by Tenant and the tenant will be responsible for the cost of the new locks.
- e) Phone Numbers: Tenant agrees to provide Landlord with current home, work phone numbers, and email address and will tell Landlord of any change in these numbers.

17. LANDLORD'S RESPONSIBILITIES

- a) Government Regulations: Landlord agrees to keep the leased property and common areas as required by law or government regulation.

b) Good Repair: Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, air conditioning and all other services. Tenant will advise Landlord in writing of any of these items not in good repair or working order. Landlord is not responsible for damage caused by Tenant or their guest's negligence or intentional acts.

18. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY WITH 24-HOUR NOTICE

a) Landlord agrees to give 24-hour Tenant notice the day before entering the leased property. Landlord, or person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not home.

b) Landlord, or a person chosen by the Landlord, has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to contact Tenant promptly to explain the visit.

c) Tenant agrees to permit Landlord to place a For Sale, Rent or informational sign on or near the property.

19. DAMAGE TO LEASED PROPERTY

a) If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if local codes and laws grant permission. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damage.

b) If Tenant decides not to stay or occupancy is not permitted, the lease will end immediately. Landlord will collect any monies that are past due by Tenant (Please reference Section 7) and then return security deposit for the period after the fire or mishap. Landlord is not responsible for finding replacement housing for Tenant.

c) Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.

d) Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This includes the payment of rent, cost of repairs and all other terms and conditions of this lease.

e) Tenant is responsible for water damage caused by windows being left open. Any damage done to windows, screens & doors is Tenant's responsibility.

f) Tenant agrees not to hold Landlord responsible for personal property damage or injury caused by water, snow or ice.

20. LOST KEYS / LOCKOUTS

a) Lockout: Tenant must contact Landlord to unlock a door between 9 AM and 5 PM Monday through Friday. There is a charge of \$75 for the Landlord to unlock the door plus a \$10 per key charge if the Tenant needs another key. The Tenant must come to the office to pick up a key, if not tenant will be charged \$75.

If Tenant contacts Landlord after 5 PM Monday through Friday, anytime on the weekends or on holidays the cost is \$150.00.

b) Lost keys: If the keys were lost; there is a \$75 charge to replace the core and a \$10 per key charge.

c) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key and old locks immediately. The Landlord can change the locks back to the master cylinder set to better accommodate for property management and bill the Tenant for the cost of labor. Landlord will also bill Tenant for the cost of the new locks if the old locks were never returned to the Landlord.

d) If Tenant contacts Landlord to replace a lost key, the cost is \$10.00 per key.

21. REPAIRS

- a) Tenant agrees to immediately tell Landlord in writing or online at gnrpm.com through the Tenant portal of any dangerous or defective conditions on the property or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury and/or mishap caused by the dangerous or defective conditions.
- b) Tenant agrees to change filters on the furnace every 3 months. Landlord agrees to supply the filters. This only applies if the unit has its own individual furnace. (A clean filter may reduce your gas bill and prevent dust from recirculation).
- c) Tenant will be aware of items that can potentially clog drains and agrees to pay to open all clogged drains, toilets, sinks, and traps beginning 10 days after Tenant takes occupancy. Please refer to the Tenant Information Packet provided at move in.
- d) Tenant agrees to pay the total cost of any repair that is above "normal wear and tear" that is caused by Tenant or Tenant's guest(s). Tenant agrees to correct and pay for these damages. If Tenant does not complete repairs within 30 days, Landlord may pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.
- e) Landlord is not responsible for any inconvenience or loss that needed repairs might cause.
- f) Landlord is not responsible to repair damage Tenant or Tenant's guests intentionally caused.

22. LEAD BASED PAINT NOTICE

A) FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1010, 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 rent of residential real property. An owner of pre-1978 housing is required to disclose to Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession related to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-based Paint and/or Lead-Based Paint Hazards Is attached and hereby made a part of this Lease.

B) MARYLAND LEAD POISONING PREVENTION PROGRAM: If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code. Environmental Article Section 6-801 et seq. (the "Maryland Program"). If the Property was constructed prior to 1978, all provisions of the Maryland Program will apply to the Property. Detailed information regarding compliance requirements may be obtained at: <https://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>

C) AGE CLASSIFICATION OF PROPERTY: Landlord represents and warrants to Tenant(s), broker(s), broker(s) agents and subagents, intending that they rely upon such warranty and representation, that:

The Federal and Maryland Programs (check one)

- ☐ The Property was built on or after 1978; the Federal and Maryland Programs do not apply.
- ☐ Property was built before 1978; the Federal and Maryland Programs apply.

Age Classification Unknown (check if applicable)

☐ Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Programs to the presence of lead-based paint and/or lead-based paint hazards.

D) ACKNOWLEDGEMENT: Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program, as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

1. **Under Federal Law (The Residential Lead-Based Paint Hazard Reduction Act of 1992)**

Tenant Initials: j.s. _____ Tenant has received the pamphlet, "Protect Your Family From Lead in Your Home."

2. **Under Maryland Law (The Maryland Lead Poisoning Prevention Program)**

Tenant Initials: j.s. _____ Tenant has received the pamphlet, "The Notice of Tenants' Rights, Lead Poisoning Prevention," as published by the Maryland Department of Environment.

Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:

☐ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:

☐ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the Property. List records and reports: See attached report.

Tenant must initial all that are true:

Tenant Initials: j.s. _____ Tenant has read the information given by Landlord in section 22 (C) above.

Tenant Initials: j.s. _____ Tenant has received a copy of the lead inspection report.

Landlord and Tenant certify by signing this Lease that the information given is true to the best of their knowledge.

E) RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA") effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint to Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb paint. Before and during any renovation, repair or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Tenant shall not personally perform any renovation, repair or painting project which might disturb paint in pre-1978 rental housing. Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978

rental housing unless Tenant provides to Landlord written evidence, satisfactory to Landlord, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent and shall perform such work in strict accordance with the RRP. For detailed information regarding the RRP, Tenant would visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

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

23. WATERBEDS

a) Waterbeds are not allowed.

24. SMOKE DETECTORS

a) Landlord has supplied smoke detectors and carbon monoxide detectors in the leased property in accordance with S 9-101 through 9-109 of the Public safety Article of the Annotated Code of Maryland. Tenant is responsible for testing the smoke detector monthly and replacing batteries when there is an occasional chirping sound, which may be an indication of a low battery or carbon monoxide issue.

b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.

c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

d) Failure to properly maintain smoke detectors, replace smoke detector batteries, or notify Landlord of any broken or malfunctioning smoke detectors is a breach of this lease.

e) Tenant will pay for damage to the property if Tenant fails to maintain smoke detectors.

f) Tenant has received instructions to the carbon monoxide and smoke detectors at time of move in.

26. TENANT MAY NOT TRANSFER, SUBLEASE, OR USE THE PROPERTY FOR SHORT-TERM RENTALS

A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property. The Tenant is expressly prohibited from listing or using the property for short-term rental services such as AirBnB, VRBO, or similar platforms.

Tenant Initials: J.J. _____

27. EMINENT DOMAIN

The government has the right to take private land for public use. If the government takes all or part of the Property, this lease ends. Both Landlord and Tenant agree to end lease as of the date of the transfer.

28. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

If Landlord has a mortgage on the property, the mortgage company rights are stronger than the Tenant's rights against the Landlord. If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

The Landlord also reserves the right to require an appraisal of the Property at any time, and such appraisal shall not alter or reduce Tenant's obligations under this Lease.

29. SALE OF PROPERTY

- a) If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if Landlord gives at least 60 days' written notice to Tenant, and provide the name, address, and phone number of the new Landlord and where rent is to be paid. Tenant is not entitled to any payment of damages.
- b) If Landlord sells the Property, Landlord will transfer all security deposits to the new Landlord, less any late fees, deductions for damages, past due rent and other outstanding Tenant charges as per the lease.
- c) After the transfer is made and after written notice of same is given to Tenant with the name and address of the transferee, Landlord is released from all liability for the return of the Security Deposit and Tenant must look solely to the new landlord for the return of his Security Deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the Security Deposit to a new Landlord.
- d) The new Landlord is responsible to Tenant for the return any remaining security deposit due after the sale of the property.

30. LAWN CARE, SNOW REMOVAL AND TRASH UPKEEP

a) Tenant is responsible for lawn maintenance and snow removal. This only applies to single-family residences or units where the exterior area is solely for that unit. Tenant may shovel snow themselves or hire any sub-contractor of their choice as long as the contractor has a current general liability insurance policy and a copy of the contract is sent to the owner in advance of the winter season.

Lawn maintenance means:

1. Cutting of grass
2. Trimming of bushes and hedges
3. General weeding

Snow removal means:

1. Tenant agrees to sprinkle ICE MELT before every snowfall to prevent icing. Landlord does NOT permit Tenant to use rock salt because it damages cement.
2. Shoveling snow from steps, sidewalks and driveway and salting to prevent ice buildup

b) By ordinance, snow must be shoveled to form at least a 24-inch pathway within 3 hours after the snowfall stops, unless the snowfall stops between 3 PM and 6 AM, in which case, snow must be removed by 11 AM. If Tenant does not keep all areas where people walk free of ice and snow after that timeframe, Landlord may hire a contractor to do so and the Tenant will be charged \$45.00 for snow removal and an additional \$50.00 to remove ice.

c) **City of Baltimore Violations for Trash:** The city will leave the first violation notice (ex. for trash, recycling not being separated etc.) at the property and send a second notice to the Landlord a month after it has not been paid. These violations and penalties assessed by the city for non-compliance are the responsibility of the Tenant. Tenant agrees to reimburse the owner for any and all associated costs within 15 days, or these charges will be added to the Tenant's account. Failure to pay the violation and/or penalty may result in a court hearing. All court costs, fines and a \$75.00 administrative fee will be the responsibility of the Tenant, and added on as additional rent.

31. ILLEGAL ACTIVITY

This lease automatically ends if anyone finds Tenant or Tenant's guests storing, using, selling, manufacturing, or distributing illegal drugs. This also applies to any other illegal activity under State and Federal law.

32. NOTICES

a) Landlord may send all legal notices to Tenant in writing by regular mail, certified mail, or to deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy-to-see location.

b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

c) All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Landlord of any portion of the Security Deposit shall be mailed by Landlord to tenant at Tenant's last known address, with forty-five (45) days after the termination or expiration of this Lease.

All notices required to be given by Tenant to Landlord, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail)

Name: Baltimore Excel 01, LLC

Address: 829 North 29th Street, Philadelphia, PA 19130

Phone: 267-324-3197

33. DEATH DURING LEASE

a) In the unfortunate event a Tenant passes during the term of this lease:

1. Tenant's heirs or the executor of the estate have the right to end this lease within 30 days;
2. The leased property must be free of all furniture, cleaned and ready for move-in by a new Tenant before lease dissolution is final

b) Security Deposit is returned when:

1. Rent and other charges remaining due are paid in full;
2. All furniture and personal belongings are removed and leased property is clean

c) If lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease.

34. LANDLORD DOES NOT GIVE UP RIGHTS

If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.

35. SURVIVAL

If the courts find any clauses against the law, all other clauses that are legal are not affected.

36. CHANGING TERMS AND CONDITIONS OF LEASE

Landlord and Tenant must give the Required Notice outlined in paragraph 38 if any terms and conditions are changed. Tenant has 15 days from the date of receiving the notice to decide to accept or not accept the changes. Notice must be sent via certified mail with a return receipt requested or email with a delivery confirmation.

37. RENEWING LEASE

The Lease will **NOT AUTOMATICALLY RENEW**. Tenant is required to give 60 days' written notice with the intent to renew Lease.

38. NOTICE TO END LEASE

a) Prior to the Lease End Date, if your lease has not been previously terminated we may, in our sole discretion, offer you the option to extend the lease; as follows:

- i. At least seventy-five days before the Lease End Date, we may send you a written renewal proposal. Such renewal proposal may offer an extension of the Lease End Date and may propose a new Monthly Rent (which may be higher than the current Monthly Rent), and possibly other changes in Lease terms. In the event that our standard lease form is revised, we reserve the right to require that you either sign a new Lease or vacate the Leased Property on the Lease End Date.
 - ii. If you do not desire to renew the Lease in accordance with the Lease renewal proposal, you may reject the renewal terms by giving written notice to us at least (60 days) prior to the expiration of the current term, in which case you must then vacate the Leased Property on the Lease End Date.
- b) Landlord can terminate or transfer this Lease to a new owner prior to the Lease End Date with a 60-day written notice if an agreement of sale has been signed for the property. This applies during the initial lease term as well as all extended lease terms.
- c) In the event, the Lease is terminated prior to the expiration date, the Tenant will be held responsible for all court costs, all leasing fees for re-renting the unit, and all monthly rental until the apartment is re-rented.
- d) If one roommate chooses to leave before the lease is up: All Tenants are responsible for the full rent and utilities until the expiration of the lease. Rent is defined as whatever the total monthly rent is, not your individual share.**
- e) Tenant is deemed to have relinquished the premises if:
1. There is execution of an order of possession in favor of Landlord
 2. Tenant has physically vacated the premises, removed substantially all personal property, and provided a forwarding address or written notice stating that they have vacated the premises.
- f) Tenant has 10 days to contact Landlord regarding their intentions to retrieve any personal property left on the premises. If this intent is conveyed, Landlord must retain the personal property at a site of Landlord's choosing for 30 days. However, if no communication is made within 10 days, the property may be disposed of at the end of the ten days at the discretion of the Landlord. Tenant is responsible for all cost for removal and/or storage for personal property.

39. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

If Tenant breaks this lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of TEN DAYS is sufficient. This means that if Tenant has not moved from the Property before the eleventh day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant. **TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**

40. TENANT BREAKS LEASE

Tenant loses the protection provided in this lease if:

- a) Tenant does not pay rent or other charges due;
- b) Tenant vacates or abandons the leased property before the end of the lease without written notice to the Landlord;
- c) Tenant does not follow all the terms and conditions of this lease;

41. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE

If Tenant breaks this lease agreement, Landlord has the right to:

- a) Hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court costs;
- b) Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.

c) If Landlord wins in court, Landlord can use the court process to take Tenant's personal assets, goods, and motor vehicles.

42. SECURITY DEPOSITS

a) Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the leased property. Failure to do so, Tenant will be charged a \$20/key replacement fee as well as a \$100.00 door lock replacement fee. In the event a forwarding address is not provided, Landlord will attempt to contact Tenant and will hold until a response is given by Tenant or cosigner.

b) Within 30 days of Tenant moving, Landlord will forward the balance of the security deposit. Landlord will give Tenant a list detailing the costs of all damages subtracted from the security deposit.

c) Landlord will use security deposit money in the following order:

1. Past Due Rent
2. Current Rent
3. Past Due Security Deposit
4. Tenant Owed Utility Bills
5. Legal and Court Costs
6. Damages to Leased Property Caused by Tenant
7. Additional Rent Charges

d) Tenant cannot use the security deposit as payment for any month's rent without prior permission from the Landlord.

43. RETURN OF SECURITY DEPOSIT

The return of Tenant's security deposit is subject to the following conditions:

a) Full term of lease has ended;

b) Landlord has received a written forwarding address of Tenant before moving;

c) All rent is paid in full;

d) All keys and other items that Landlord provided are returned;

e) No damage to the property has occurred beyond normal wear and tear;

f) All personal property belonging to the Tenants has been removed;

g) The entire leased property has been cleaned, including all appliances;

h) Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;

i) No unpaid late charges or rent remains due;

j) All utility bills are paid in full and written proof given to Landlord;

k) Light fixtures have been cleaned and bulbs replaced where needed;

l) All carpets have been professionally cleaned and written proof given to Landlord;

m) Unit has been professionally treated for fleas if a pet or service animal was present and provide the receipt from a licensed Pest Control company

44. REPORTING OF PAST RENT OWED

Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant to a credit-reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.

45. APPLIANCES

Tenants may use appliances and agrees to pay the repair bill if deemed broken through Tenant negligence by the appliance repair company. If the repair company determines that the appliance cannot be repaired or the repairs are too costly, Landlord will replace the appliance. Tenant agrees to reimburse the Landlord for any appliances that are stolen, damaged or missing. Landlord is not obligated to replace the appliance until payment is received. Tenant agrees to pay for repairs for tenant's own appliances if they bought them to the new leased property.

46. MILITARY RELEASE FROM LEASE

Landlord agrees to let Tenant end this lease with 60 days' written notice if Tenant receives orders to a new duty station located out of the area. This also applies if the government assigns Tenant to government housing. Tenant agrees to give Landlord a copy of the official orders. Landlord will not charge any penalties for breaking this lease.

47. TENANT FAILS TO MOVE IN AFTER GIVING DEPOSIT TO HOLD

If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance. Tenant is responsible for payment of reasonable advertising costs to re-rent the leased property. Tenant pays rent for days the leased property remains empty.

48. ANTENNAS AND SATELLITE DISHES

Tenant agrees not to install, or attach to the building, any antenna or satellite dish without permission of Landlord. If Tenant installs an antenna or satellite dish without written permission from the Landlord, Landlord may end this agreement by giving 30 days' written notice or will have it removed

49. BALTIMORE GAS AND ELECTRIC COMPANY (BGE)

Tenant acknowledges responsibility for payment of all bills from the Baltimore Gas and Electric Company (BGE) for gas and electric consumed in the leased premises and agrees as follows:

- a) Tenant shall provide to Landlord information regarding all occupants of the premises and such other information as may from time to time be required by BGE.
- b) Tenant shall provide immediate access to the rental unit for purposes of utility shut-off if BGE advises that the gas and/or electric is scheduled to be shut-off for nonpayment. Such circumstances shall be considered an emergency warranting removal of the locks by Landlord and such forcible entry as may be required to provide the BGE technician with access to the gas meter.
- c) Tenant shall be responsible for all costs of repair to the property if forcible entry is required to provide access by Landlord or a BGE employee. Tenant is advised that such damages can be avoided by providing access to the Landlord and/or BGE upon demand.
- d) If BGE notifies the owner that the gas and/or electric is being shut off for non-payment in the wintertime, Tenant will allow Landlord to turn off the water and remove any water that remains in the plumbing & heating systems in order to protect the pipes from freezing. All costs associated with any utility shut off or winterization is the responsibility of the Tenant to pay.
- e) To prevent a lien against the property for Tenants failure to pay their gas and/or electric bills, at the Landlord's sole discretion, Owner may use the Tenant's security deposit to pay the past due gas/electric bill, after deducting for damages and other charges owed to the owner as per the lease agreement. Landlord shall have no duty to prevent a Tenant gas or electric shut-off by use of the Tenant's security deposit or by any other means. **It is always the Tenant's responsibility to pay for the gas and electric usage at the leased premises.** Tenant shall repay to Landlord the amount of the security deducted and used toward a Tenant

gas and/or electric bill within five (5) days of written notice of such deduction and Tenant's obligation for payment. Nonpayment shall be further grounds for lease termination and eviction as a breach of this lease agreement.

Landlord assumes no liability for acts or omissions of the Baltimore Gas and Electric Company or its agents and Tenant hereby fully and completely releases Landlord upon signing this Lease agreement.

50. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

a) Heat: Kerosene and propane heaters are prohibited.

b) Bikes: Bikes are only allowed in the basement of the building and are stored at your own risk. Bikes are not permitted in the apartments, hallways, or yards. Tenants are also prohibited from chaining their bikes to the front of any property. The front door is the first thing people see when they come to visit. Please help keep it looking new. A wood door can always be patched & painted. Steel doors, just like car doors, show nicks. While maneuvering your bike, watch that you do not leave footprints on the doors or scratches walls or banister. Owner is not responsible for bikes that are lost or stolen.

c) Appliances:

1. All stove burners were tested during the move-in inspection. If food boils over, it will gum up the inside and the burner will not work. Do not try to fix it yourself. Please see the damage assessment form for costs associated with this repair.

d) Fire Hazards:

1. Tenant will not store any flammable, dangerous, illegal, or hazardous materials or substances, other than ordinary household cleaning materials, in the Leased Property or in the common areas. Tenant will not do anything that might create a fire hazard or otherwise increase the danger to the Unit, Community or to others.
2. Tenant agrees to empty the lint bin each time a load is completed. Dryer sheets cause a film over the lint filter, which causes the unit to overheat and possibly catch fire. The best way to keep your dryer lint trap clean is to wash it with soapy water & an old toothbrush at least every six months.
3. Smoking is permitted in the rental unit. Refer to the damage assessment forms for costs associated with smoking in the rental unit.

f) Severability: If any part of this lease is construed as unenforceable, the remaining parts of this lease will be in full force and effect as though any unenforceable part or parts were not written into this lease.

g) Assignment by Landlord: Landlord may assign any or all of its interest under the terms of this lease.

h) Maryland Law to Apply: This Agreement shall be construed under and in accordance with the laws of the State of Maryland. All obligations of the parties created hereunder are performable in Baltimore, Maryland.

i) Descriptive Headings: The descriptive headings used in this document are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

j) Partnership for Good Housekeeping: Tenant acknowledges receipt of this pamphlet.

k) Lease Provisions:

1. This lease supersedes all previously signed leases for this unit. This lease can be signed in counterpart.

51. PETS / SERVICE ANIMALS

A) **PETS:** Tenant shall not keep any pets on the Property unless granted written permission by the Landlord, which may be revoked for justifiable reasons.

- A one-time pet deposit of \$300.00 is required for the first approved dog, with an additional \$100.00 deposit for each additional dog.
- If a Tenant three (3) cats, a one-time pet deposit of \$300.00 will apply.
- If a Tenant has both dogs and cats, deposits will be calculated according to the above, but the maximum total deposit shall not exceed \$500.00 regardless of the combination (e.g., two dogs and one cat, or three cats).
- The maximum number of pets permitted is three (3) total (dogs and/or cats combined).

Landlord's Discretion: The Landlord reserves the right to approve or deny any pet, including but not limited to dogs, based on factors such as size, breed, temperament, number of pets, history of aggressive behavior, or any other reasonable consideration.

Tenant Responsibilities:

- Pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpets shampooed and deodorized by a professional cleaner at the termination of occupancy.
- Assume all liability for their pet's behavior and actions, including compliance with all laws, regulations, and ordinances regarding pets. Tenant shall be responsible for any and all damages caused by said pet, including but not limited to odor, property damage, nuisance issues, and disturbances.
- Take reasonable precautions when walking or handling pets on or near the Property to prevent damage, disturbances, or safety issues for other tenants, residents, or the community.

☐ Yes ☐ No

#Allowed _____ Type of Pet(s) _____ Weight _____

B) **SERVICE ANIMALS:** Landlord will not charge any additional pet deposit, pet rent or security deposit for a Support or Service Animal; however, the Tenant is still liable for any damages that the animal may cause to the Leased Property.

Tenants who require a Service Animal must provide documentation demonstrating the need for the Service Animal as a reasonable accommodation for a disability.

☐ Yes ☐ No

#Allowed _____ Type of Pet(s) _____ Weight _____

The Tenant acknowledges and agrees that there are no pets, including but not limited to dogs and cats that shall be kept on the leased premises without the prior written consent of the Landlord.

☐ Yes j.j.

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.

THIS LEASE WITH ANY ADDED CLAUSES OR HOUSE RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. NO OTHER ORAL OR WRITTEN AGREEMENTS ARE PART OF THIS LEASE.

Souya Smithwick

Tenant Signature

03 / 23 / 2026

Date

Agent Authorized by
Landlord Signature

Date

Rudy Netter

Landlord Signature

03 / 23 / 2026

Date

CERTIFICATE *of* SIGNATURE

REF. NUMBER
B5RYB-6GWDW-R3D6S-YWDAS

DOCUMENT COMPLETED BY ALL PARTIES ON
23 MAR 2026 17:20:34
UTC

SIGNER

SONYA SMITHWICK

EMAIL
SONYASMITHWICK255@GMAIL.COM

SHARED VIA
LINK

TIMESTAMP

SENT
23 MAR 2026 14:15:32

VIEWED
23 MAR 2026 14:23:57

SIGNED
23 MAR 2026 17:07:11

SIGNATURE

Sonya Smithwick

IP ADDRESS
73.133.184.179

LOCATION
BALTIMORE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 MAR 2026 14:23:57

HILA NAAR

EMAIL
LILLIAN@GNR-GROUP.COM

SENT
23 MAR 2026 14:15:32

VIEWED
23 MAR 2026 16:57:42

SIGNED
23 MAR 2026 17:20:34

Rudy Netter

IP ADDRESS
108.2.217.72

LOCATION
PHILADELPHIA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 MAR 2026 16:57:42

