

GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE

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1. DATE OF LEASE OFFER: 05/08/2026

2. LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD (Collectively referenced herein as "Landlord"):

Mario Valone

3. TENANT: Rhett Hopkins and Sean Gitchell

4. LEASED PROPERTY ADDRESS ("THE PROPERTY"): 2029 Portugal Street, Baltimore, MD 21231

5. INITIAL LEASE TERM: Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of 12 months year(s) or month(s) commencing on the 1st day of June 2026 (mo./yr.) and ending on the 30th day of May 2027 (mo./yr.) (the "Initial Term"), at a total rental of twenty-one thousand six hundred Dollars (\$ 21,600) for said Term, due and payable in equal monthly installments of one thousand eight hundred Dollars (\$ 1800), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus if applicable the sum of _____ Dollars (\$ _____) on _____ as "pro rata" rent for the period _____ through _____.

If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent as set forth herein. Tenant agrees to pay rent to Mario Valone at Zelle, Venmo, or Paypal (or at such other place as Landlord may from time to time designate) without deduction, demand or offset and said obligation to pay Rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

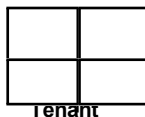
6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: Rhett Hopkins and Sean Gitchell

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.

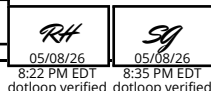
7. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial one selection):



A. **END OF INITIAL TERM.** Tenant agrees to vacate the Property by the last day of the Initial Term. Landlord shall provide Tenant with a minimum of sixty (60) days notice to vacate prior to the end of the initial term.

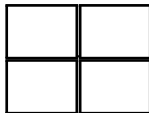


B. **MONTH-TO-MONTH:** This Lease shall continue in force from month to month after the expiration of the



Initial Term. Either party may terminate the month- to-month lease at the end of any rental month, provided that written notice of not less than sixty (60) days is given to the other party.

NOTICE: notice requirements vary depending on the jurisdiction. The State requires that Landlord give 90 days' notice to Tenant of termination of a lease with a term of a year or longer.



C. YEAR-TO-YEAR: This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this year-to-year Lease at the end of any renewal term, provided that written notice of not less than ninety (90) days is given to the other party prior to the end of any renewal term.

8. PAYMENT OF RENT: Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than five (5) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. If a check is accepted by Landlord from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a \$.75 charge to Landlord as additional rent. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such charges and fees as Landlord has for the non-payment of rent. Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward rent. If the remaining amount is not sufficient to cover the full current month's rent, a late fee will be assessed on the current month's rent. Should the Landlord accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of the Lease which require the payment of rent as specified herein.

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

10. TENANT OPPORTUNITY TO PURCHASE: If Landlord intends to sell the Property while occupied by Tenant, Tenant may have the right to an exclusive negotiation period to submit an offer to purchase the Property. To determine whether Tenant has the right to an exclusive negotiation period, Tenant may contact the Office of Tenant and Landlord Affairs of the Maryland Department of Housing and Community Development. **Landlord shall attach as an Addendum to this Lease a copy of the most recent Maryland Tenant's Bill of Rights published by the Office of Tenant and Landlord Affairs.**

11. ACTIVE MILITARY DUTY: In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this Lease, and Tenant subsequently receives a "change of assignment" as defined in Section 8-212.1 of the Real Property Article, Annotated Code of Maryland, Tenant's liability to pay rent may not exceed: (1) any rent or lawful charges then due and payable plus 30 days' rent after written notice and proof of the change of assignment is given to the Landlord; and (2) the cost of repairing damage to the premises caused by an act or omission of Tenant.

12. LEGAL RIGHTS OF LANDLORD: If Tenant shall fail to pay the rent or any additional rent as herein provided, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Landlord may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law; (b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Landlord at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Landlord of any available action by Landlord against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Landlord prior to or subsequent to such termination and/or recovery of possession.

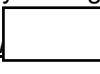
13. DELIVERY OF NOTICES: All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Landlord of any portion of the Security Deposit shall be mailed by Landlord to Tenant at Tenant's last known address, within 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 Mario Valone

☒ Landlord ☐ Property Manager

Tenant  

Address 1812 Sulgrave Ave Baltimore, MD 21209

Phone 410-805-6163

14. SECURITY DEPOSIT: In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with Landlord the sum of one thousand eight hundred Dollars (\$1800), ("Security Deposit") receipt of which is hereby acknowledged, which sum does not exceed one (1) months' Rent. **NOTICE: Total security deposit, including pet deposit, may not exceed one month's 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 this 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.

Tenant may not utilize the Security Deposit as rent and must not apply the same as the last month's Rent. The Security Deposit will be deposited within thirty (30) days after it has been received and maintained in an escrow account, devoted exclusively to security deposits, in a federally insured financial institution which does business in the State of Maryland. The Security Deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. The Landlord must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail 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. Within forty-five (45) days after the termination of the tenancy, Landlord must return the Security Deposit to Tenant together with simple interest which will accrue at the legal rate less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord, provided the said Security Deposit is Fifty Dollars (\$50.00) or more. Interest on the Security Deposit shall not be compounded. Landlord need not notify Tenant of his/her intention to withhold all or any part of the Security Deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event Tenant may make demand for return of the Security Deposit by giving written notice by first class mail to Landlord within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the Property. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

Tenant has the right to have the Property inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the Tenancy if Tenant so requests, in writing, by certified mail, to Landlord within fifteen (15) days of the Tenant's occupancy of the Property. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Property if Tenant notifies Landlord by certified mail of Tenant's intention to move, date of moving and Tenant's new address. Such notice, from Tenant to Landlord, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord shall notify Tenant by certified mail of the time and date when the Property is to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

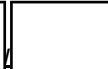
In the event of a sale of the Property or the transfer or assignment by Landlord of this Lease, Landlord has the obligation to transfer the Security Deposit to the transferee. After the transfer is made and after written notice of same is given to Tenant with the name and address of the transferee, Landlord 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.

In the event of any rightful or permitted assignment of this Lease by Tenant to any assignee or sublessee, the Security Deposit is deemed to be held by Landlord as a deposit made by the assignee or sublessee and Landlord will have no further liability with respect to return of such Security Deposit to the assignor.

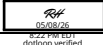
The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Landlord, by Maryland law, shall retain a copy of this receipt for a period of two (2) years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

Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to Tenant for the maintenance of the Security Deposit as required by law.

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Tenant acknowledges that this paragraph (SECURITY DEPOSIT) shall serve as receipt of Security Deposit.

 /  **TENANT'S INITIALS**

15. PETS/SERVICE ANIMALS:

A. PETS: Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage.

Pet Rent Addendum attached:

Yes ☐ No ☒

B. SERVICE ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal:

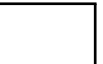
Yes ☐ No ☒ TYPE OF SERVICE ANIMAL(S) n/a

C. PET PROTECTION DURING EVICTION/LOSS OF POSSESSION OF PROPERTY: If Tenant is evicted or loses possession of the Property pursuant to a court order, Tenant should visit <https://mda.maryland.gov/SiteAssets/Pages/Pets-and-eviction/HB102%20-%20Pet%20Protections%20During%20Eviction%20Flyer.pdf> on the Maryland Department of Agriculture website for information on how to provide housing for the pet during Tenant's temporary or permanent housing relocation.

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

17. SMOKE ALARM INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. **NOTICE: Local jurisdictions may have additional requirements.** Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement

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incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

18. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors in accordance with state or local law. Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

NOTICE: Some local jurisdictions require Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit. If the Property is located in a jurisdiction that requires Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit, Tenant should initial the Tenant Certification.

TENANT CERTIFICATION: I hereby certify that I am an adult and that I have received from Landlord written information concerning the manufacturer's recommendation for maintenance and testing of the carbon monoxide detector(s).

 /  **TENANT'S INITIALS**

19. TENANT'S USE OF KEYS AND LOCKS: No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord's prior written consent. 2 keys will be furnished to Tenant and any additional keys required will be obtained from Landlord and paid for by Tenant. Duplicate key(s) will not be made without Landlord's prior written consent. All keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.

20. INCLUSIONS/EXCLUSIONS: Included in the Property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included, if box below is checked.

INCLUDED	INCLUDED	INCLUDED	INCLUDED
☐ Alarm System	☐ Fireplace Screen Doors	☐ Satellite Dish	☐ Window Fan(s) # _____
☒ Carbon Monoxide Detector(s) # <u>3</u>	☐ Freezer	☒ Screens	☐ Wood Stove
☐ Ceiling Fan(s) # _____	☐ Furnace Humidifier	☒ Shades/Blinds	
☐ Central Vacuum	☐ Garage Opener(s) # _____	☐ Storage Shed(s) # _____	
☒ Clothes Dryer	☐ w/remote(s) # _____	☐ Storm Doors	
☒ Clothes Washer	☒ Garbage Disposer	☐ Storm Windows	
☐ Cooktop	☐ Hot Tub, Equip. & Cover	☒ Stove or Range	
☐ Dishwasher	☐ Intercom	☐ T.V. Antenna	
☒ Drapery/Curtain Rods	☐ Lawn Mowers(s) _____	☐ Trash Compactor	
☒ Draperies/Curtains	☒ Microwave	☐ Wall Oven(s) # _____	
☐ Electronic Air Filter	☐ Playground Equipment	☐ Water Filter	
☒ Exhaust Fan(s) # _____	☐ Pool, Equip. & Cover	☐ Water Softener	
☒ Exist. w/w Carpet	☒ Refrigerator(s) # <u>1</u>	☐ Window A/C Unit(s) # _____	
	☐ w/ice maker		

Additional Inclusions: dehumidifier in the basement
Exclusions: _____

21. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY: Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and

all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Landlord harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

22. COMMUNITY ASSOCIATION: In the event the Property is part of a condominium or homeowner association, Tenant agrees to obey and abide by the declaration, covenants, by-laws, restrictions, rules and regulations promulgated from time to time by the council of unit owners of the condominium or the homeowner association, copies of which shall be provided to Tenant by Landlord prior to occupancy. Landlord shall not be liable to Tenant for the violation of any of the declarations, covenants, restrictions, rules and regulations or the provisions in any other lease by any other tenant or occupant in the development. Unless otherwise provided in the Lease, Landlord is responsible for payment of Condo/HOA fee. Tenant acknowledges receipt of applicable documents.  /  **TENANT'S INITIALS**

23. UTILITIES AGREEMENT: The obligations of Landlord and Tenant with respect to the provision of utilities shall be as follows:
UTILITY FURNISHED AT COST OF:

	<u>Landlord pays:</u>	<u>Tenant pays utility provider directly:</u>	<u>Landlord pays and tenant reimburses landlord:</u>
a. Cable TV	☐	☒	☐
b. Cold Water/Sewer	☐	☒	☐
c. Cooking Fuel	☐	☒	☐
d. Electricity	☐	☒	☐
e. Heating Fuel	☐	☒	☐
f. Heating of Water	☐	☐	☐
g. Trash Removal	☒	☐	☐
h. security monitoring (if desired)	☐	☒	☐
i. _____	☐	☐	☐

In the event the Property uses oil/propane for heat, the arrangement is as follows:

If Tenant pays the costs of utilities for water, sewer, gas, or electricity directly to Landlord, Landlord shall provide a copy of the water, sewer, gas, or electricity utility bill to Tenant.

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease.

24. AGREEMENT FOR REPAIR OF UTILITY OR SERVICE: If, under the terms of this Lease, Landlord has agreed to furnish any service or utility at Landlord's cost and expense, Landlord may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Landlord temporarily stop or curtail the furnishing of any such service or utility, Landlord shall use due diligence in restoring such service or utility.

25. AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Landlord is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

26. MAINTENANCE AND REPAIRS: Landlord shall maintain, and/or repair/replace (if necessary in Landlord's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related

services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Landlord of any condition which is the obligation of Landlord to repair or replace.

Except as provided above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's expense, up to a repair deductible amount of \$_____ ("Deductible") so as to restore the Property to the same condition as existed prior to the commencement of the Term. Landlord shall cover any cost in excess of the Deductible per each repair or replacement required. If Tenant shall fail to make any such repair or replacement, Landlord, in Landlord's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

In the event the Property is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for collection of such costs as Landlord has for the non-payment of rent under this Lease.

Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

27. LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Landlord shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate.

28. SHOWING OF PROPERTY FOR RENT OR SALE: During the last _____ 60 _____ days of this Lease, or any renewal thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of _____ 10 am _____ to _____ 7 pm _____ daily. Landlord shall give Tenant reasonable notice of such showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

29. INSPECTIONS: Tenant acknowledges that Landlord has the right to be present at any and all inspections in and about the Property, and agrees to notify Landlord prior to any inspection.

30. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS: Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.

31. TENANT'S RESTRICTIONS REGARDING PROPERTY:

A. CHANGES TO THE PROPERTY: Tenant shall not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, nor make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Landlord's written consent.

B. VEHICLE PARKING: Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.

C. TRASH: All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.

D. WATERBEDS: Tenant acknowledges that waterbeds are not permitted on or about the Property.

E. SMOKING: Tenant acknowledges that smoking is not permitted on or about the Property.

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F. SPACE HEATERS: Tenant acknowledges that space heaters are not permitted on or about the Property.

32. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA: In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is n/a

33. WATER/MOISTURE/MOLD: Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets), flooding and/or water damage to the Property. In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold.

Tenant acknowledges receipt of the pamphlet entitled *A Brief Guide to Mold, Moisture, and Your Home* published by the U.S. Environmental Protection Agency, or a substantially similar pamphlet issued by the Maryland Department of the Environment in accordance with Maryland Code, Environment, Section 6-1702.

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TENANT'S INITIALS

34. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Federal Program") requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to 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 relating 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"). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/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 Program (**check one**)

- ☐ the Property was built during or after 1978; the Federal Program does not apply.
☒ the Property was built before 1978; the Federal Program applies.

The Maryland Program (**check one**)

- ☒ the Property was built prior to 1978; the Maryland Program applies.
☐ the Property was built during or after 1978; the Maryland Program does not 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 Program as 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)
 - a. The EPA "Protect Your Family From Lead In Your Home" brochure.
2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the

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Environment

b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as in 1.a.)

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 the 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 should 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 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.

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TENANT'S INITIALS

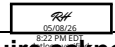
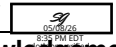
35. TENANT ACCEPTS PROPERTY: Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing.

36. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Tenant may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that no real estate licensee involved in the leasing of the Property, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

37. FLOOD-PLAIN NOTICE: In the event any part of the Property is located within a designated flood hazard area, Tenant is advised of the following:

The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U.S. Government subsidized flood insurance which may be purchased from some insurance agents. Damage to motor vehicles may not be covered by such insurance; therefore, you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage to your motor vehicle resulting from flooding in this area. The local zoning authority can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact the appropriate department before signing either this acknowledgement or Lease for this rental unit. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: <https://www.fema.gov/national-flood-insurance-program>. Detailed information regarding updated flood insurance rate maps may be obtained at: <http://www.mdfloodmaps.net/home.html>.

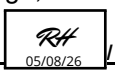
I acknowledge reading and understanding the foregoing warning concerning flooding. I have been provided time, prior to signing either this acknowledgement or Lease, to contact the appropriate governmental agency concerning the susceptibility of the area around my rental unit to flooding.

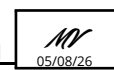
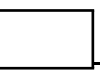
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TENANT'S INITIALS

NOTICE: Some jurisdictions require acknowledgement of this notice.

38. TENANT'S LIABILITY AND RESPONSIBILITY TO OBTAIN INSURANCE: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Landlord shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Landlord shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance ("Tenant Liability Insurance"). Tenant agrees to obtain Tenant Liability Insurance in the minimum amount of \$, 350,000. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Landlord, or to hold Landlord harmless, or to exonerate Landlord from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability

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arising from any omission, fault, negligence, or other misconduct of Landlord on or about those areas which are not within Tenant's exclusive control.

39. JOINT AND SEVERAL LIABILITY: Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

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

41. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Landlord at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.

42. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord may in accordance with Maryland law (a) eject Tenant and take possession of the Property; (b) hold Tenant liable as a tenant holding over at the same rent; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

43. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE: Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect. Landlord may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

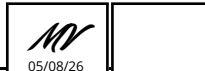
44. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS DAMAGED: If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord, upon notice to Tenant, elects not to repair such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

45. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT: If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Landlord and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

46. LANDLORD'S RIGHT TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Landlord of Landlord's remedies under this Lease, or should Tenant abandon the Property, Landlord may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. Abandonment of leased Property means there is an absolute relinquishment of Property by Tenant consisting of act and intention. Tenant, upon demand by Landlord, shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and may be liable to Landlord for the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property(ies) owned by Landlord.

47. TENANT AND LANDLORD MAY MEDIATE DISPUTES: In the event a dispute between Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS®, the Maryland Association of REALTORS®, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does

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not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

48. ATTORNEY’S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney’s fees, necessary expenses, and court costs incurred by the prevailing party in the action.

49. LANDLORD DOES NOT WAIVE LEGAL RIGHTS: The failure of Landlord to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Landlord of such term or condition or an election for future instances.

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

51. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

52. REAL ESTATE BROKER LEGAL LIMITATIONS: As used in this Lease, the term “Broker(s)” shall mean: (a) the two (2) Brokers as identified on Page 12 of this Lease; (b) the two (2) named Sales Associates identified on Page 12 of the Lease; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term “Broker(s)” shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. Landlord and Tenant understand and acknowledge that any broker and broker’s agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and broker’s agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by broker or any agent, subagent, or employee of broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Landlord and Tenant resulting in broker or broker’s agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Landlord and Tenant, jointly and severally, agree to indemnify broker and broker’s agents, subagents, or employees for all costs and expenses, including reasonable attorney’s fees incurred by broker or broker’s agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against broker or broker’s agents, subagents, or employees for any wrongdoing.

53. REAL ESTATE LICENSEE DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.

54. AGENCY DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of “Understanding Whom Real Estate Agents Represent.”

55. TIME IS OF THE ESSENCE: Time is of the essence of this Lease.

56. ADDITIONAL PROVISIONS: maintain sidewalks and back alley, any fines will be responsibility of the tenant.

ADDENDUM(S) ATTACHED CONCERNING _____

57. ADDENDUM: (See attached Local City/County Notices/Disclosure attached hereto and made part of this Lease).

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

<i>Rhett Hopkins</i> Tenant's Signature	dotloop verified 05/08/26 8:22 PM EDT WAUZ-19PL-OWLU-8MHI Date	<i>Mario Valone</i> Landlord or Authorized Representative of Landlord	dotloop verified 05/08/26 11:57 AM EDT SC6O-FMYF-OH49-7CRI Date
<i>Sean Gitchell</i> Tenant's Signature	dotloop verified 05/08/26 8:35 PM EDT OD8E-W9TR-6YFO-YNYE Date	Landlord or Authorized Representative of Landlord	Date
Tenant <i>RH</i> 05/08/26 8:22 PM EDT dotloop verified <i>SG</i> 05/08/26 8:35 PM EDT dotloop verified	Page 11 of 12 10/25	Landlord/Authorized Representative of Landlord <i>MV</i> 05/08/26 11:57 AM EDT dotloop verified	

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____

SALES ASSOCIATE NAME: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: ☒ LISTING BROKER AND LANDLORD AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____

SALES ASSOCIATE NAME: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: ☐ LANDLORD AGENT; OR
☐ SUBAGENT; OR
☐ EXCLUSIVE TENANT AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

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STATE OF MARYLAND REAL ESTATE COMMISSION
Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form “seller” includes “landlord”; “buyer” includes “tenant”; and “purchase” or “sale” includes “lease”

Agents Who Represent the Seller

Seller’s Agent: A seller’s agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A seller’s agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer’s agent, has a brokerage relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-brokerage relationship capacity. The subagent works for a real estate company different from the company for which the seller’s agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer’s Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker’s company is then known as the buyer’s agent. The buyer’s agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent’s fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written brokerage agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer’s agent and the seller’s agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker’s designee, is called the “dual agent.” Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the “dual agent” (the broker or the broker’s designee) shall assign one agent to represent the seller (the seller’s “intra-company agent”) and another agent to represent the buyer (the buyer’s “intra-company agent”). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. **You should carefully read all agreements** to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6230.

We, the ☐ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure

and that _____ (firm name)

and _____ (salesperson) are working as:

(You may check more than one box but not more than two)

- ☐ seller/landlord's agent
- ☐ subagent of the Seller
- ☐ buyer's /tenant's agent

Rhett Hopkins

dotloop verified
05/08/26 8:22 PM EDT
UYOT-S3XT-WMSI-XBL9

Signature (Date)

Sean Gitchell

dotloop verified
05/08/26 8:35 PM EDT
B1HG-O9BS-V0TI-X8JA

Signature (Date)

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature (Date)



DISCLOSURE OF LICENSEE STATUS

Buyer(s)/Tenant(s): Rhett Hopkins and Sean Gitchell

Seller(s)/Landlord(s): Mario Valone

Property Address: 2029 Portugal Street, Baltimore, MD 21231

This is to give notice that Mario Valone (INSERT NAME) hereby

discloses that he/she is a Maryland real estate licensee **AND (CHECK THE APPROPRIATE BOX):**

- ☐ is the Buyer/Tenant of the Property or, if the Buyer/Tenant of the Property being purchased or leased is a business entity, has an ownership interest in such business entity;
- ☒ is the Seller/Landlord of the Property or, if the Seller/Landlord of the Property being sold or leased is a business entity, has an ownership interest in such business entity;
- ☐ is acting on behalf of or representing the Buyer/Tenant who is a member of the real estate licensee's immediate family*;
- ☐ is acting on behalf of or representing the Buyer/Tenant who is an employee of the real estate brokerage with which the real estate licensee is affiliated;
- ☐ is acting on behalf of or representing the Buyer/Tenant who is an employee of a team or group of which the real estate licensee is a member;
- ☐ is acting on behalf of or representing the Buyer/Tenant who is an employee of the real estate licensee;
- ☐ is acting on behalf of or representing the Seller/Landlord who is a member of the real estate licensee's immediate family*;
- ☐ is acting on behalf of or representing the Seller/Landlord who is an employee of the real estate brokerage with which the real estate licensee is affiliated;
- ☐ is acting on behalf of or representing the Seller/Landlord who is an employee of a team or group of which the real estate licensee is a member; or
- ☐ is acting on behalf of or representing the Seller/Landlord who is an employee of the real estate licensee.

***Immediate family includes a spouse or domestic partner, child, stepchild, child's spouse, stepchild's spouse, parent, sibling, grandparent, or grandchild.**

Rhett Hopkins
dotloop verified
05/08/26 8:22 PM EDT
QMIH-SY0V-WQX-X1U5
Buyer/Tenant Signature Date

Sean Gitchell
dotloop verified
05/08/26 8:35 PM EDT
O84V-2MW1-QMOP-XBGW
Buyer/Tenant Signature Date

Mario Valone
dotloop verified
05/08/26 11:57 AM EDT
EDHJ-9WBO-43FX-VGJR
Seller/Landlord Signature Date

Seller/Landlord Signature Date



MARYLAND DEPARTMENT OF THE ENVIRONMENT

LEAD PAINT RISK REDUCTION (MDE FORM 330)

INSPECTION CERTIFICATE NO. 742834

0343109
MDE TRACKING NO.

0302091774081
MDE PROPERTY NO.

MARIO VALONE
OWNER NAME

2029 PORTUGAL ST Unit # SF BALTIMORE MD 21231
Street Address

Baltimore City
County

0
Construction Year

Lead Free
Inspection Category

One Time Only
Inspection Method

PASSED
Inspection Status

Re-Inspection required no later than Certificate Expiration Date No. of Pre-1950 Lead Free Units No. of Post-1949 Lead Free Units

0 0

NO
Invalid

Invalidated Date

I certify that I inspected the above listed property/unit on 6/28/2016 12:00:00 AM under Title 6, Subtitle 8 of the Environment Article, Annotated Code of MD.

DJH, Inc.
Inspection Contractor Name

12236
Inspection Contractor Accreditation No.

10/8/2017
Inspection Contractor Accreditation Exp. Date

Daniel James Haushalter
Inspector Name

13342
Inspector Accreditation No.

11/18/2017
Inspector Accreditation Exp. Date



Inspection certificates with numbers under 1000000 are not original documents; they were issued on paper prior to implementation of this online system.

STATE OF MARYLAND

Property Address: 2029 Portugal Street, Baltimore, MD 21231

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

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

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

(b) Records and reports available to the seller (initial (i) or (ii) below):

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

Buyer's/Tenant's Acknowledgment (initial)

(d) ☒ ☐ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i)   received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) [redacted] [redacted] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☐ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Seller's/Landlord's Agent _____ **Date** _____

Buyer's/Tenant's Agent _____ **Date** _____





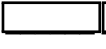
MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 2029 Portugal Street, Baltimore, MD 21231

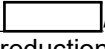
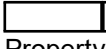
MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

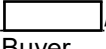
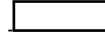
1. Seller hereby discloses that the Property was constructed prior to 1978;

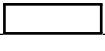
AND

The Property  is or  is **not** registered in the Maryland Program (***Seller to initial applicable line***).

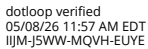
2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***)  has; or  has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***)  will; OR  will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs.  (BUYER)

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.

Seller **Date**

Seller **Date**

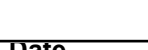
Seller's Agent **Date**

Buyer **Date**

Buyer **Date**

Buyer's Agent **Date**





Lead Poisoning Prevention Program

Notice of Tenants' Rights

Department of the Environment

INTRODUCTION

This *Notice of Tenants' Rights* explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1978, register and annually renew registration of their properties with Maryland Department of the Environment's (MDE) Technical Services and Operations Program, and provide tenants with lead educational materials. This Notice of Tenant's Rights also provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your rental dwelling unit or house, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

Please read this material carefully and call the Lead Hotline at 410-537-3825 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)

I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1978, WHAT DO I NEED TO KNOW?

In order to be fully compliant with the law, your landlord is required to:

- 1) Give you this *Notice of Tenant Rights*, the EPA brochure "*Protect Your Family from Lead in Your Home*," and a copy of the lead inspection certificate for the rental dwelling unit or house on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
- 2) Ensure that the property is currently registered with the Maryland Department of the Environment (MDE) and pay a \$30.00 per property/unit registration fee.
- 3) Obtain Lead Paint Risk Reduction Inspection Certificate indicating that a passing Full Risk Reduction was performed prior to you moving into the property.

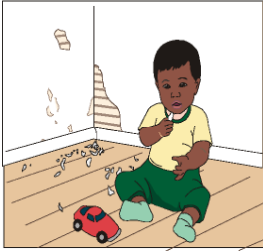


DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?

Yes. The property owner must have the rental dwelling unit or house inspected at the owner's expense. All inspections are required to be performed by an inspector accredited by MDE. If the rental dwelling unit or house passes the inspection, the property owner will be given a Lead Paint Risk Reduction Inspection Certificate. This certificate will be on file at MDE. The owner is required to provide you with a copy of the inspection certificate when you move in.

ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST COMPLY WITH SPECIAL STANDARDS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has an elevated blood lead level (EBL) of 5 µg/dl or more, and an environmental investigation conducted at the home where the child or pregnant woman resides or spends 24 hours or more per week has concluded that there is a defect, including but not limited to chipping, peeling or flaking paint in the interior or the exterior of the rental dwelling unit or house, MDE or the local health department will notify the property owner of the obligation to meet the **Modified Risk Reduction Standard** within 30 days of receiving MDE or the local health department's Notice of Defect.



The Modified Risk Reduction Standard must also be met when the property owner receives a written Notice of Defect from the tenant or any other source that there are structural defects and/or chipping, peeling, and flaking paint in the rental dwelling unit or house. Chipping, peeling, or flaking paint in residential rental properties constructed before 1978 are presumed to contain lead-based paint, which can be dangerous to human health.

The property owner will have 30 days to satisfy the Modified Risk Reduction Standard after receipt of a letter or other written notice regarding structural defects and/or chipping, peeling, or flaking paint or receipt of a Notice of Defect.

HOW DO I TELL THE PROPERTY OWNER ABOUT STRUCTURAL DEFECTS and/or THAT THERE IS CHIPPING, PEELING, OR FLAKING PAINT IN MY HOME?



You must send a notice to the property owner in writing. You may either write a letter regarding structural defects and/or chipping, peeling, or flaking paint or use the “Notice of Defect” form. A sample copy of the form is attached on page 5.

When sending a letter or Notice of Defect regarding structural defects and/or chipping, peeling, or flaking paint to the property owner, it is suggested that you send it by **Certified Mail, Return Receipt Requested** or **Hand Deliver** the letter or Notice of Defect to the property owner and obtain a signature evidencing receipt. This documentation is also useful when making a referral to MDE or your local housing department.

Once the property owner receives the notice, the Modified Risk Reduction Standard must be satisfied within 30 days.

HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt of a letter regarding structural defects and/or chipping, flaking or peeling paint or a Notice of Defect, the property owner must provide for the temporary relocation of tenants to a lead-free dwelling unit or another dwelling unit that has met the Full Risk Reduction Standard;

OR

Within 30 days after the receipt of a Notice of Defect, the property owner ensures that the

property passes a test for lead-contaminated dust and by performing certain lead hazard reduction treatments. The property owner must pay for those repairs and must use a contractor accredited by MDE to perform lead abatement work.

SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Tenant families, including a child under six or a pregnant woman, may not remain in the rental dwelling unit or house while repairs or lead hazard reduction treatments are being performed. If you are required to leave your rental dwelling unit or house for more than 24 hours while treatments are performed, the property owner must pay for all reasonable expenses directly related to your required relocation to temporary lead-safe housing.

The property owner is also responsible for expenses related to the moving, storing, or cleaning of furniture, and possibly food costs for the tenant family while work is being done in the rental dwelling unit or house.

You must allow the property owner and/or the property owners accredited lead abatement contractor to enter the rental dwelling unit or house to perform the lead hazard reduction treatments.

The property owner is required to have the rental dwelling unit or house inspected to verify the Modified Risk Reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the Modified Risk Reduction standard.

WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO MY NOTICE?



1. Make a Referral

If you have given your landlord a letter or other written notice regarding structural defects and/or chipping, peeling, or flaking paint or a Notice of Defect and no repairs have been completed, you can make a referral to the Maryland Department of Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825.



When making a referral, please provide copies of the letter or other written notice regarding structural defects and/or chipping, peeling, or flaking paint or the Notice of Defect along with any verification of property owner receipt you may have.

2. Rent Escrow

Rent Escrow is a legal process that requires you to file a Complaint for Rent Escrow in the District Court in the county in which you live. If the District Court grants your request for an escrow account, you will be required to pay your rent into the District Court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is

not in compliance with Maryland's Reduction of Lead Risk in Housing Law. An escrow account is only established after all facts have been presented to a judge in a court proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney.

3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1978, the landlord must state that they are currently registered with Maryland Department of the Environment and provide the certificate number for the lead paint risk reduction inspection conducted for the current tenancy. Failure to provide this information may result in the dismissal of the landlord's complaint.

4. Retaliatory Eviction

It is unlawful for your landlord to evict you for complaining about the dangerous conditions present in your home, including structural defects and/or the presence of peeling, chipping, or flaking paint. The law protects tenants against eviction, and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions, and may be void. It is also against the law for the property owner to evict you because there is someone in your home found to have a high blood lead level.

If you have any questions about the Maryland Reduction of Lead Risk in Housing Law, visit: www.mde.maryland.gov/lead or call the Lead Hotline at 410-537-3825 or toll-free at 1-800-776-2706, or TTY 1-800- 735-2258.



1800 Washington Boulevard | Baltimore, MD 21230-1718 | www.mde.maryland.gov

410-537-3000 | 800-633-6101 | TTY Users: 800-735-2258

Lawrence Hogan, *Governor* | Boyd Rutherford, *Lt. Governor* | Ben Grumbles, *Secretary*

Revised 6/2020

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land and Materials Administration • Lead Poisoning Prevention Program
1800 Washington Boulevard, • Suite 630 • Baltimore, Maryland 21230-1719
(410) 537-3825 • (800) 633-6101 x3825 •

Notice of Defect/Notice of Elevated Blood Level

Send this notice by certified mail, return receipt requested or hand-deliver this notice and get a signature from the property owner or the property owner's agent or manager.

To: _____ From: _____
Name of Property Owner Your Name

Property Owner Address Your Address

City, State, Zip City, State, Zip

Phone _____

Property Subject To This Notice: _____

THIS IS TO NOTIFY YOU TO MEET THE MODIFIED RISK REDUCTION STANDARD AS REQUIRED BY § 6-819 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND BECAUSE:

_____ A child under the age of six years or a pregnant woman residing at the above address has been diagnosed with a blood lead level of 5 µg/dl or more on; **and/or**

_____ The following defects require your attention:

The following areas contain peeling, chipping, or flaking paint that is accessible to a child:

____ Living Room	____ Bathroom	____ Hallway	____ Door Frame
____ Dining Room	____ Front Porch	____ Stairway	____ Windows
____ Kitchen	____ Bedroom	____ Exterior Walls	____ Other _____

The following areas contain structural defects that are causing chipping, peeling, or flaking paint:

____ Living Room	____ Bathroom	____ Hallway	____ Door Frame
____ Dining Room	____ Front Porch	____ Stairway	____ Windows
____ Kitchen	____ Bedroom	____ Exterior Walls	____ Other _____

Other Hazardous Conditions:

PROPERTY OWNER/MANAGER SIGNATURE

I, _____ owner/manager of the above-noted property (circle one)
hereby acknowledge receiving this Notice of Defect/EBL.

Signature _____ Date _____

1800 Washington Boulevard | Baltimore, MD 21230-1718 | www.mde.maryland.gov
410-537-3000 | 800-633-6101 | TTY Users: 800-735-2258
Lawrence Hogan, *Governor* | Boyd Rutherford, *Lt. Governor* | Ben Grumbles, *Secretary*

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).



Protect Your Family From Lead in Your Home



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).



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](https://www.cpsc.gov) or [saferproducts.gov](https://www.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. Contact to 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](https://www.hud.gov/lead)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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

EPA-747-K-12-001
March 2021

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

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](https://www.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.

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/lead 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/safewater 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/lead, 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**.

Other Sources of Lead, continued

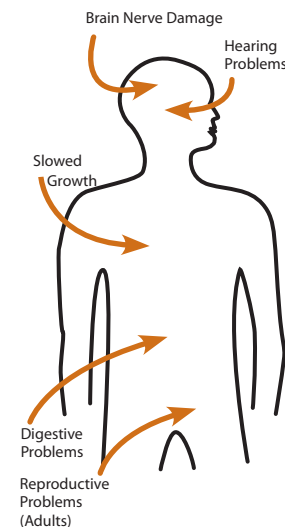
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that 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.

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

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.

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.

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](https://www.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.

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

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](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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](https://www.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.

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:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-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.

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

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.

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



MARYLAND TENANTS' BILL OF RIGHTS

(EFFECTIVE JULY 1, 2025)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it by June 1 each year. Landlords must attach the latest version of this document to every residential lease. (Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

This document summarizes significant rights of tenants under Maryland law. It is not a complete list of every tenant right. It does not cover every detail, exception, or difference that may apply on a case-by-case basis.

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research
- Consulting with an attorney

Some local jurisdictions within the state may offer additional rights to residential tenants. But the rights in this Maryland Tenants' Bill of Rights apply to all residential tenants in Maryland.

This is general information and does not constitute legal advice. You are encouraged to speak with an attorney if you have questions about your rights as a tenant. Contact information for legal services is listed at the end of this bill of rights.

1. RENTAL APPLICATIONS

A landlord who rents five or more units may not charge more than \$25 in fees, outside of a security deposit.

Some landlords may choose to accept a tenant screening report prepared in the previous 30 days by a consumer reporting agency which the tenant obtains and pays for. If a landlord accepts such a report from you, the landlord may not charge you an application fee.

(Real Property Article of the Maryland Code, Sections 8-213 and 8-218)

2. LEASES & TENANCIES

A landlord that rents five or more units in Maryland is required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.

However, if your landlord does give you a written lease, it must include:

- A statement of the condition of the property
- An explanation of who is responsible for utility bills and property repairs
- A receipt for your security deposit
- A copy of the most recent version of the Maryland Tenants' Bill of Rights
- Contact information for the landlord or the contact information of an agent authorized to receive notices and service of process on the landlord's behalf.

A landlord that rents four or fewer units in the state is not required to use a written lease.

Some local jurisdictions may require additional information in leases.

A lease may not include:

- Requires you to allow the landlord to "confess judgment" on a claim arising out of the lease;
- Anything that says you give up your legal rights under the law or your right to a jury trial
- Any provision that shortens any notice period required by law
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law

An automatic renewal term in a lease must:

- Be separate from other parts of the lease
- Be signed or acknowledged by you separately

For the landlord to end your tenancy:

- For a written lease with a stated term, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For month-to-month periodic tenancies, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For year-to-year periodic tenancies, the landlord must notify you in writing at least 90 days before the tenancy ends

For you to end your tenancy:

- For leases with a stated term, month-to-month tenancies, and all other tenancies but a year-to-year tenancy, you must notify your landlord in writing at least 30 days before terminating the tenancy
- For year-to-year tenancies, you must notify your landlord in writing at least 90 days before terminating the tenancy

- Exceptions to these provisions:
 - Exception #1: If you are a victim of domestic violence or sexual assault and have a protective order or peace order, you have 30 days to vacate the leased premises after giving notice. You are only responsible, however, for rent from the time following the notice, until the date that you vacate, which may be fewer than 30 days. If you vacate in fewer than 30 days after giving notice, you must provide signed, notarized, written notification to the landlord, by first class mail or hand delivery, stating that you vacated the premises.
 - Exception #2: These provisions do not apply in Baltimore City.

If neither side gives notice, your lease may automatically renew or become month-to-month, depending on the terms of your lease. Less common tenancies like week-to-week, year-to-year, or farm tenancies have different notice requirements.

(Real Property Article of the Maryland Code, Sections 8-208, 8-210, and 8-402)

3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee, but it cannot be more than 5% of the late rent amount
- Your landlord must give you a receipt for your rent payment if you pay rent in cash.
- Your landlord may only increase your rent when your lease is renewed. In most cases, they must tell you in writing 90 days in advance of any rent increase. Some local jurisdictions may limit the amount by which rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
- Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.
- If you pay utilities directly to your landlord, your landlord must give you copies of the monthly utility bills.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, and 8-208)

4. SECURITY DEPOSITS

In most cases, a landlord may not require you to pay a security deposit higher than one month's rent. But your security deposit may be up to two months' rent. If you qualify for utility assistance from the Department of Human Services and lease agreement requires that you make payments for utility services directly to your landlord.,

A "security deposit" is any payment you give to the landlord to cover things like breaking the lease, damage to the property, or unpaid rent, including pet deposits.

Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.

The landlord must keep your security deposit in an interest-paying bank account and give you a written receipt, which must be included with the written lease. The landlord must advise you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

At the end of your tenancy, your landlord must provide you with a written list of any charges deducted from the security deposit. They must return the rest of your deposit with interest within 45 days.

If you plan to move out, you must send your landlord a certified letter at least 15 days before leaving. The letter should say you're moving and give your new address. If you do this, you have the right to be present when the landlord inspects your unit for damage that may reduce your security deposit.

Charges a landlord may legally deduct your security deposit include

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the landlord does not return your deposit or give you a written list of charges within 45 days after you move out, they may lose the right to keep any of the deposit. You may also be able to get up to three times any amounts they unlawfully did not return.

(Real Property Article of the Maryland Code, Sections 8-203 and 8-203.1)

5. CONDITION OF RENTAL UNITS

Every rental property must be "fit for human habitation," meaning that it is safe and suitable for people to live in and free from problems (serious defects or conditions) that could cause a fire or that are a serious and substantial threat to your life, health or safety.

If you find such a problem, notify your landlord in writing right away. You must provide your landlord with access to your property to make repairs.

If your landlord doesn't fix the problem within a reasonable time after you provide notice, you have options: you can bring suit in the District Court for damages and a decrease in rent, or you may refuse to pay rent (and then raise the issues as a defense to the landlord's suit for rent). . You may also file a rent escrow case, through which you pay rent into the court instead of the landlord.

You have the right to basic services, including heat, light, electricity, hot and cold running water, and proper sewage disposal. Depending on the specific safety or living condition problems in your unit (for example in the case of lead paint), you may

- Have the right for temporary relocation assistance from the landlord
- Take legal action if your landlord does not assist with safe relocation

If the issue is not dangerous but violates local housing codes, you may contact your local code enforcement office if your landlord does not respond.

You have the right to quiet enjoyment of your rental unit for the duration of your tenancy as well as the right to move in and use the unit starting on the date listed in your lease.

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, and 8-212)

6. EVICTIONS

If you violate your lease, don't pay rent on time, or don't move out when your lease ends, your landlord may start the eviction process by filing a case in the District Court.

Your landlord may not evict you unless the District Court has given the landlord the right to the property (called a judgment of possession) and issued an order to remove you (called a warrant of restitution). Efforts to evict you include changing the locks, shutting off utilities, or other similar actions to prevent your access to the unit or ability to live safely in the unit.

You have the right to attend any court hearing in an eviction case brought against you by a landlord. You may also have the right to have an attorney provided to represent you if you are unable to afford one.

If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court. The 10 day notice requirement is not required for other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease.

If judgment is entered against you for failing to pay rent, you have four days to appeal that decision to the Circuit Court.

In most cases, you can stop the eviction by paying all past-due amounts and any court costs the court orders you to pay before the eviction is carried out. This is called the "right of redemption."

However, redemption is not an option if you have had 3 (4 in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, and 8-902)

7. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when a landlord's actions - or failure to act – make it difficult for a tenant to use and enjoy their rental unit, forcing the tenant to move out.

In order to successfully claim constructive eviction, a tenant must prove several things, such as the landlord's actions or neglect significantly disrupted the tenant's use and enjoyment of the property, the landlord is responsible for the interference, the tenant told the landlord about the issue, and the tenant moved out a reasonable time after the interference. If you are interested in pursuing a claim for constructive eviction, you should consult with an attorney.

If constructive eviction is proven (1) You can treat your lease as ended and you are no longer responsible for paying rent; and (2) you may be able to sue the landlord for your losses. This may include moving costs, rent differences, attorney fees, and other related expenses resulting from the constructive eviction claim.

Landlords must avoid substantial interference with the tenant's enjoyment of their rental property, ensure the rental property is safe and livable, and generally respond to tenant complaints promptly to avoid legal and financial consequences.

8. TENANT RIGHT OF FIRST REFUSAL

If you are a named tenant on the lease and have lived in a rental property with 1, 2, or 3 units for at least six months, your landlord may be required to give you the chance to buy the property before selling it to someone else. This applies if your landlord plans to sell the property, or receives an offer to buy it from a third party. This rule does not apply in certain situations, such as when the property is transferred without a sale; for example, when the property is transferred to a family member, to a business owned by the landlord, or pursuant to a court order, among several other examples. .

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it. You have 30 days from the date of the notice to make an offer to buy the property or decline.

If you make an offer with the same or better terms than those in the notice, your landlord must accept it. If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

9. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, national origin, source of income, or military status. Some local jurisdictions may provide additional anti-discrimination protections.

A landlord may not retaliate, or threaten to retaliate, against you for

- a. making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property;
- b. filing or participating in a lawsuit involving the landlord;
- c. participating in a tenants' organization;
- d. requesting police or emergency services at the property; or
- e. providing information to the landlord relating to lead paint issues.

Retaliation may include filing or threatening to file a lawsuit against you, increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities), failing to make necessary repairs, or terminating your tenancy, among other things.

Unless your lease provides otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters. Starting October 1, 2025, your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs and can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency. Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(Title 42, Sections 3601 and following of the United States Code; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-204, 8-208.1, and 8-208.2)

Exceptions to the protections of these laws exist in certain circumstances.

The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed below.

10. RESOURCES

Office of Tenant and Landlord Affairs

Maryland Department of Housing and Community Development

[Tenant and Landlord Affairs Website](https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/default.aspx) (<https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/default.aspx>)

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords
- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

Maryland Access to Counsel in Evictions Program

Contact Information: Call 211 or go to [Legal Help Maryland](https://www.legalhelpmd.org) (LegalHelpMD.org)

Services Provided:

- This program can provide legal representation and advice to renters who have household income at or below 50% of Maryland's median income, and the household is at risk of eviction, have lost or are at risk of losing their housing voucher or subsidy.

Maryland District Court Self-Help Centers

Contact Information and Hours: [District Court Help Centers](https://www.courts.state.md.us/helpcenter/inperson/dc)
(<https://www.courts.state.md.us/helpcenter/inperson/dc>)

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.

FREQUENTLY ASKED QUESTIONS

DO I NEED A LAWYER?

In some instances, corporations and certain other business entities must be represented by an attorney. Otherwise, you are not required to have a lawyer, although one could be helpful to you.

WHAT HAPPENS IN COURT?

When both sides appear: the Court will hear both sides of a case and make a decision. If the landlord wins, the Court will enter a judgment of possession, and if there was personal service on the tenant, the Court may also issue a money judgment in the amount of rent and costs due.

When the landlord fails to appear: the Court will most likely dismiss the case.

When the tenant fails to appear: the Court will most likely enter a judgment in favor of the landlord.

WHAT SHOULD I BRING WITH ME TO COURT? You should bring all of your evidence, that is, whatever you have that you believe would support your claim or defense.

HOW DO I REQUEST A POSTPONEMENT? You should make your request in writing prior to the court date, send a copy of your request to the opposing party, and certify that you have done so. However, you may also request a postponement in court on the trial date.

HOW DOES THE EVICTION PROCESS WORK? In a Failure to Pay Rent case, if the tenant does not pay all rent and costs determined by the Court to be due, the tenant may be evicted. If a landlord has obtained a judgment of possession, a request for a Warrant of Restitution must be filed within 60 days of the judgment or the expiration of any stay of execution.

Generally, the tenant may prevent eviction by paying all rent and costs due at any time before the eviction. This is known as the tenant's right of redemption.

Exception: Foreclosure of the right of redemption: If there have been 3 prior judgments for possession (4 in Baltimore City) in the preceding 12 months, the Court may foreclose (deny) the right of redemption.

WHAT ARE MY RIGHTS TO A JURY TRIAL?

Jury trials are held in the Circuit Court, not the District Court. If the amount of the claim exceeds \$15,000, or if the value of the tenant's interest in the leasehold is greater than \$15,000, either party may request a jury trial. Jury trial requests must be in writing. In a residential tenancy, a request for a jury trial may be filed no later than the first appearance of the parties in District Court.

HOW DO I FILE A CLAIM FOR HOUSING DISCRIMINATION?

Housing discrimination complaints are handled by the United States Department of Housing and Urban Development (HUD).

NEED LEGAL HELP?

The Maryland Judiciary's Help Centers are staffed by trained attorneys and provide brief free legal advice on all civil matters, including questions regarding landlord/tenant proceedings. For more information, please call **410-260-1392** or visit mdcourts.gov/selfhelp

HOW DO I FILE AN APPEAL?

Each party has the right to appeal by filing an appeal on form DC-CV-037. In failure to pay rent cases, the appeal must be filed no later than 4 business days after the date of judgment. In all other actions for possession, the appeal must be filed no later than 10 calendar days after the date of judgment. Whether the appeal is *de novo* (a new trial) or on the record depends on the amount in controversy. The filing of an appeal does not automatically stay the eviction. Posting the bond ordered by the Court will stay the eviction until the Circuit Court decides the appeal.

MEDIATION: AN ALTERNATIVE

The District Court's Alternative Dispute Resolution Program (ADR) offers mediation free of charge. It is less formal, less time-consuming and less costly than going to court. A trained mediator will work with both sides to try to arrive at a mutually agreeable solution. If mediation is not successful, you may still seek a decision by the Court.

For more information on Maryland courts and procedures, please contact a clerk in any state or county courthouse or visit the Maryland Judiciary website:

mdcourts.gov

It is the mission of the District Court of Maryland to provide equal and exact justice for all who are involved in litigation before the court.

Information contained in this brochure is intended to inform the public and is not intended to serve as legal advice. This brochure is subject to revision at any time without prior notice. Any reproduction of this material must be authorized by the Office of the Chief Clerk of the District Court of Maryland.

DC-CV-082TBR (Rev. 10/2021)



How
Tenants
Can Resolve
Disputes
with
Landlords

Information
for Tenants

RIGHTS AND REMEDIES OF THE TENANT

Filing with the Court:

Please make sure that your paperwork is accurate and legible. All correspondence with the Court after the initial filing should include the case number and a certification that you sent a copy to the landlord. The proper location for filing is in the county where the property is located.

Specific Problems and Court Remedies

LANDLORD CLAIMS TENANT FAILED TO PAY RENT

Tenant's Rights:

Before filing a Complaint for Failure to Pay Rent, the landlord must send you written notice of their intent to file a claim in the District Court to recover possession of the residential premises if you do not pay the rent owed within 10 days after you are provided the notice.

The notice may be sent by (1) first-class mail; (2) affixed to the door of the premises; or (3) if elected by the tenant, delivered by either electronic mail message, text message, or an electronic tenant portal. At your request, the landlord must promptly provide you an itemized accounting of debits and credits (rental ledger) showing how the landlord came up with the amount they claim you owe.

At your hearing, you may challenge whether the landlord gave you the required notice.

SERIOUS HEALTH OR SAFETY ISSUE(S)

What to file: Complaint for Rent Escrow/ Injunction (DC-CV-083). **Note:** You may also raise a serious health or safety issue as a defense if your landlord files a **Failure to Pay Rent** case against you. The information below regarding notice and what you must prove still applies.

What is covered? Conditions and defects that constitute a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to:

- (1) lack of heat, light, electricity, or hot or cold water, except where the tenant is responsible for their payment and the lack thereof is the direct result of the tenant's failure to pay,
- (2) lack of adequate sewage disposal,
- (3) rodents in two or more dwelling units,
- (4) structural defect which presents a serious and substantial threat to physical safety, or
- (5) a condition which presents a health or fire hazard to the dwelling unit.

Minor defects that do not constitute a health or safety hazard are not covered.

Do I have to do anything before filing? Yes. You must give the landlord **notice** of the defect(s) or condition(s) by: (1) certified mail listing the conditions or defects, (2) actual notice of the defects or conditions, or (3) a notice from a government agency stating the asserted conditions or defects.

What do I have to prove?

(1) The existence of covered condition or defect, (2) notice to the landlord, (3) the landlord was given a reasonable time to make the repair(s) [more than 30 days is presumed by law to be unreasonable], and (4) the landlord has failed to do so.

What can the court do?

If the tenant is successful, the court may do one or more of the following: (1) order the landlord to make the repairs, (2) reduce the rent due, (3) order that the rent be paid into the court escrow instead of to the landlord, or (4) terminate the lease.

LANDLORD FAILS TO RETURN YOUR SECURITY DEPOSIT

What to file: District Court Complaint (DC-CV-001). **Note,** you must have the landlord personally served.

Do I have to do anything before filing?

No.

What do I have to prove?

(1) The tenancy has terminated, and (2) the landlord, without a reasonable basis, failed to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy.

Tenant's Rights:

(1) You have the right to be present at the inspection of the premises for damages, provided that you gave at least 15 days' notice by certified mail of your intention to move, the date of move, and your new address.

(2) The landlord must send you notice by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed and costs actually incurred.

What can I recover? Up to 3 times the amount wrongfully withheld, plus reasonable attorney's fees.

BREACH OF THE COVENANT OF QUIET ENJOYMENT

What to file: Complaint for breach of the Covenant of Quiet Enjoyment (on DC-CV-001, the District Court Complaint form).

The Covenant of Quiet Enjoyment means that the landlord must control disturbances to your peaceful enjoyment of the rental property that s/he has the ability and authority to control.

Note: the Court may require that you previously notified the landlord of the problem and gave the landlord a reasonable opportunity to correct it.

ILLEGAL ENTRY, LOCKOUT, OR DIMINUTION OF SERVICES BY LANDLORD

1. When the landlord enters the rental premises without legal authority, you can file:

(a) Complaint for Breach of the Covenant of Quiet Enjoyment (on DC-CV-001, the District Court Complaint form), or
(b) Petition for Peace Order (DC-PO-001, DC-PO-001A, DC-PO-001S; see brochure CC-DC-DV-PO-001BR for more details), or
(c) a criminal trespass charge.

2. When landlord unlawfully locks a tenant out or otherwise unlawfully causes a diminution of services to the tenant, tenant may be entitled to be placed back in possession of the property, or an award of actual monetary damages, attorneys fees, and costs, depending on the circumstances.