

RENTAL AGREEMENT

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PROPERTY/PREMISES: 18 S Castle St Baltimore MD 21231

TENANT(S): Lana Farah, Tahani Farah, Sarah Gardner & Andrew Gardner jointly
and severally liable under this Rental Agreement.

OCCUPANTS:

Name	Age	Gender	Name	Age	Gender
Lana Farah	21	M / F			M / F
Sarah Gardner	24	M / F			M / F
		M / F			M / F

Tenant(s) Telephone Number: 919-951-8491 Tenant(s) E-Mail Address: Amgardner.home@gmail.com & farahtahani206@gmail.com
OWNER: Fish Management Phone: 410-967-8961 & 410-967-6037
Mailing Address: _____ E-Mail: Georgem2445@gmail.com

IN CONSIDERATION of the Owner, which shall include Owner's agent, renting the Premises to the Tenant, the Tenant hereby understand and agrees to the following terms and conditions:

- PETS:** No pets of any kind are permitted at any time except for the following: _____ ☐ None
- Tenant shall pay all utilities except that the Owner will pay for these utilities: ☐ Gas, ☐ Electric, ☐ Heat, ☐ Hot Water, ☐ Cold Water, ☐ Sewer Service, ☐ _____. The following appliances are in the Premises as of the date of this Agreement: ☒ Stove/Range ☒ Refrigerator ☒ Dishwasher ☒ Disposal ☒ Microwave ☒ Washer ☒ Dryer ☒ Window Air Conditioner ☐ Other _____
- RENT:** Rent shall be \$ 2500 per month payable on the first day of each month in advance. The Tenants agree to pay the Rent when due, without setoff, deduction or the need for demand or notice, at the office of the Owner or at such other place as he may specify, during normal business hours. It is agreed that the Rent is not uniformly apportionable from day to day except where it may be contrary to law. **DEPOSIT:** \$ 2500 is the full amount of Security Deposit of which \$ 0 has been received by Owner at the time of the signing and delivery of a copy of this Rental Agreement to Tenant. The Security Deposit is not in excess of Two (2) month's rent.
- PARTIAL TERM:** This Rental Agreement shall be in force during the "TERM" outlined below, and, in consideration of the PARTIAL TERM RENT (pro-rated per-diem) of \$ _____, during a PARTIAL TERM beginning _____, 20____ and ending on the first day of the TERM.
- TERM AND AUTOMATIC RENEWAL:** The Term of this Rental Agreement shall begin July 1st, 2026, and end on the last day of June, 2027. **THIS RENTAL AGREEMENT SHALL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM OF ONE (1) YEAR BEGINNING ON THE LAST DAY OF THE PRESENT TERM AND ENDING June 30th 2028.** ALL TERMS AND CONDITIONS SHALL CONTINUE AND REMAIN THE SAME. **THIS RENTAL AGREEMENT SHALL NOT AUTOMATICALLY RENEW IF THE TENANT NOTIFIES THE OWNER AT LEAST TWO (2) MONTHS BEFORE THE END OF THE TERM OR IF THE OWNER NOTIFIES THE TENANT AT LEAST THREE (3) MONTHS BEFORE THE END OF THE TERM TO NOT RENEW THIS AGREEMENT. NOTICE SHALL BE IN WRITING AND DELIVERED BY A VERIFIABLE MEANS (see §38). IF THE OWNER MAILES A NOTICE TO TENANT, AT LEAST THREE (3) MONTHS BEFORE THE END OF THE TERM, OFFERING TO RENEW THIS RENTAL AGREEMENT WITH ANY TERM(S) AND/OR CONDITION(S) CHANGED, AND THE TENANT DOES NOT SEND A NOTICE TO THE OWNER AT LEAST TWO (2) MONTHS BEFORE THE END OF THE TERM THAT TENANT REJECTS THE CHANGES, THIS RENTAL AGREEMENT SHALL AUTOMATICALLY RENEW WITH THE CHANGED TERMS AS STATED IN THE OWNER'S LETTER.**

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6. **LATE CHARGES, COURT COSTS AND ATTORNEY FEES:** If Rent is not received on the Due Date, Owner may pursue Summary Ejectment. If the rent is received more than FIVE (5) calendar days after the due date, Tenant will pay as a Late Charge a sum equal to 5% of the amount of the Rent and Additional Rent due hereunder. Tenant also agrees to pay the Owner's agent fees and costs charged by the District Court for any notices sent for non-payment of Rent unless a court decision is rendered in favor of the Tenant. In the event a Warrant of Restitution (eviction notice) is issued, Tenant also agrees to pay the additional Agent fees and Court costs charged by the District Court and will, also pay a minimum of \$75.00 should it become necessary for the Owner to hire men and/or equipment in advance for, the purpose of being prepared for the eviction. In addition, the Owner may charge the Tenant as Additional Rent the actual or statutory cost of sending and posting notices to the Tenant of the date of the upcoming eviction. All of the sums expressed in this section above are to be considered and designated as Additional Rent. Should the Owner employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment rent, and should such rent be due and owing as of the filing of said proceedings, the Tenant shall pay to the Owner the actual costs incurred by the Owner in utilizing the services of said Agent. If the Tenant pays the rent more than (5) five days late on more than (3) three occasions in any (6) six month period, the Tenant shall pay to the Owner, upon being given (60) sixty days written notice, an Additional Security Deposit. This amount together with that previously paid as security shall not exceed the amount limited by law.

7. **BAD CHECKS:** If a check is accepted by Owner from Tenant for rent, it is purely as an accommodation to Tenant. If the bank dishonors the check, Tenant agrees to pay a \$40.00 charge as Additional Rent to Owner to offset administrative costs incurred by Owner. Owner reserves the right to accept only bank checks, money orders, or ACH/direct-debit as forms of payment of Rent.

8. **ALLOCATION OF PAYMENTS MADE BY TENANT:** All payments made by the Tenant to the Owner shall be applied as follows: firstly, to any late charges due and owing; secondly, to any and all court costs due, owing, and arising out of a summary suit for rent; thirdly, for any costs, deposits fees, fines or charges which are the obligation of the Tenant as stated in other sections of this Rental Agreement; fourthly, to any past due rents or debts arising out of the Rental Agreement; fifthly, to any currently due rent.

9. **PARTIAL RENT PAYMENT:** It is agreed that the acceptance by the Owner of less than the full amount of rent due and owing shall not serve to prevent the Owner from filing a summary ejectment action for any balance still due and owing. In the event summary ejectment proceedings has commenced and the Tenant tenders partial rent after a judgment for possession has been entered, this will not void the continuation of the eviction since the full amount of the judgment for possession has not been paid prior to the actual eviction.

10. **GAS, ELECTRICITY, FUEL OIL, ETC:** Unless otherwise indicated above, Tenant agrees to supply fuel for heat, cooking and/or hot water, electricity and their own furniture and appliances. If the rental includes gas and/or electricity, Tenant agrees to pay the Owner, as Additional Rent, the costs of any fuel and/or energy used in operating any of the Tenant's appliances for heating or air conditioning. If the gas and electric service presently supplied to the above property is in the name of the Owner, the Tenant hereby agrees to apply for gas and electric service in the Tenant's name upon taking possession of the Premises. Should Tenant fail to change the service into their name and the Owner is billed for service to the Premises beyond the date Tenant takes possession, Owner shall bill the Tenant as Additional Rent for the service. If heat is fueled by oil, Tenant agrees to purchase all their fuel oil from the company as may be designated by the Owner from time to time in order to obtain free oil burner service. The Owner herein designates the fuel Company at this time to be _____ Phone _____. If Tenant fails to purchase oil from the designated fuel Company then Tenant will pay, as Additional Rent, the cost of repairs to oil burner, heating plant and controls and any other damage as a result thereof. Tenant is permitted to purchase fuel oil from a company of their own choice but must provide the Owner, prior to October 15 of each year with a copy of a fully paid oil burner Service Contract from said Company or other reliable Service Company. If Tenant fails to provide such Service Contract then the Owner may purchase one and charge the cost to the Tenant as Additional Rent. In any event, the Tenant shall pay for the cost of priming the oil burner or other repairs if necessitated by Tenant allowing the oil tank to run too low or dry.

11. **MUNICIPAL FEES, WATER, AND SEWER CHARGES:** Tenant agrees to pay, as Additional Rent, (a) 100% of the cost of the following fees, charges, and services if the Premises is a one-family house, or (b) Tenant's proportionate share of the following fees, charges, and services, if the Premises is a part of a duplex or multiple-family building: water, sewer, storm water fees, Bay Restoration Fees, surcharges, trash removal fees, fire service and fire protection fees, rent tax, and any other municipal, County or State service fee or charge related to Municipal Services or Environmental Issues being provided to the Premises or the Property of which the Premises is a part. Tenant agrees to pay Environmental Control Board fees and fines, fines for the Tenant violating any ordinance or codes, including but not limited to zoning, occupancy, noise, animal control, fire or life safety, trash, historic district codes and standards. Water/Sewer bills are mailed to the Owner, paid by the Owner, and then billed to the Tenant as Additional Rent, with payment being due with the next month's rent payment. If Tenant fails to reimburse Owner for the bill by the next Rent due date, the Owner shall have the right to file Summary Ejectment for nonpayment of Rent in District Court of Maryland and the Tenant shall be subject to eviction for non-payment of water & sewer bill in the same manner as Rent, in addition to any other rights and remedies available to Owner.



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12. **RENT TAX:** If any governmental authority shall invoke, implement, or enforce any tax, fee, or surcharge on rents, or rental income, said tax shall be paid by the Tenant either (a) as Additional Rent, or (b) directly to the governmental authority responsible for collecting any such tax or fee.

13. **MAINTENANCE, REPAIRS, TENANT INSPECTION:** Tenant has inspected the Premises prior to the signing of this Rental Agreement and found them to be safe, sanitary and suitable for habitation and all heating, lighting and plumbing to be free of any visible defects, except as follows:

Owner agrees, upon notification by Tenant by Verifiable Means, to maintain roof and plumbing, heating and electrical facilities in good repair unless the need for such repair results from misuse, abuse or neglect by Tenant or their invitees. It is agreed that the Owner does not supply, repair, replace or install storm doors, storm windows, screen doors, windows screens or shades, mail box, fuses, light bulbs, smoke detectors and carbon monoxide detectors (except if required by law), batteries, furnace filters, laundry wash trays, janitor service, garbage collection or any other items or services not specifically listed as supplied in this agreement. Any interior decorating such as painting or papering shall be done at the option of the Owner. Tenant agrees to notify Owner by Verifiable Means of repairs necessary to keep Premises in a safe and sanitary condition in which event the Owner agrees to repair those items caused by ordinary wear and tear, except for those items specifically exempted in this section above, at Owner's expense and within a reasonable length of time. If any defective condition of the Premises comes to the Tenant's attention, it shall be the duty of the Tenant to immediately notify the Owner of such defective condition (including but not limited to chipping, flaking, or peeling paint on the interior of the Premises or exterior of the Property and common areas) by Verifiable Means. The Tenant shall be responsible for any damage to the Premises, liability or injury to the Owner as a result of the Tenant's failure to so notify the Owner of such defective condition. If the need to repair is caused by Tenant or their invitees, Owner may make repairs, the cost of which will be treated as Additional Rent to be paid by the Tenant upon notification of amount. Any repairs made by the Owner without request by Verifiable Means by Tenant shall not be construed as a waiver of the obligation of Tenant to notify Owner of any requested repairs by Verifiable Means.

14. **FIRE/SAFETY DEVICES, SMOKE ALARMS, AND CARBON MONOXIDE DETECTORS:**

a. If a law or ordinance requires the Owner to install smoke detectors, smoke alarms, carbon monoxide detectors or carbon monoxide alarms, or any other fire/life safety device (hereinafter collectively referred to as "Devices") in any dwelling then, at the option of the Owner, the Tenant may be required to pay a refundable deposit for each legally required Devices or Device installed and/or existing on the Premises. If the Tenant fails to pay said deposit to the Owner immediately upon demand then the Owner may treat the amount due as Additional Rent. The deposit shall not exceed the cost of the Devices and the installation thereof. The deposit shall be refundable to the Tenant within forty-five (45) days of their vacating the Premises provided that the Devices have been left in proper working order. Tenant acknowledges receipt from Owner of written manufacturer's guidelines on the testing and maintenance of the carbon monoxide detector installed in the Property.

b. The Tenant hereby agrees to comply with the following conditions and regulations: (1) To test and maintain the Devices installed in the Premises on a regular basis during the tenancy according to the manufacturer's guidelines; (2) Keep and maintain active batteries in the Devices at all times and to replace the batteries when indicated; (3) To report immediately to the Owner in writing any and all defects or test failures in the Devices so that the Owner may promptly repair or replace the Devices; (4) Except as needed for repair or routine maintenance of the Devices: (a) Not to remove or disconnect the Devices; (b) Not to remove batteries from the Devices and (c) Not to in any way render the Devices inoperable; (5) Tenant agrees to permit the Owner prompt access to the Premises to repair or replace the Devices during the term of the Rental Agreement or any extension thereof; (6) In the event the Tenant violates any of the conditions or regulations contained in this paragraph, such violation shall constitute a material breach of Rental Agreement, and the Owner shall be entitled to the speedy recovery of the Premises in accordance with the Rental Agreement and all local, public and general laws appertaining thereto.

c. Any damage to the Premises or to the Devices as a result of action or inaction by the Tenant will be paid by the Tenant, as Additional Rent, upon demand of the Owner including damage caused by any attempts to remedy said damage; and, with regard to the Tenant's obligation under law and this paragraph, the Tenant will indemnify and save harmless the Owner against all liability, including arising from death or injury to person or property during the term of this Rental Agreement and any renewal or extension thereof caused by any act or omission of the Tenant, or of the family, guests, agents or employees of the Tenant.

d. The Premises contains an alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore the occupants should obtain dual powered smoke detector or a battery powered smoke detector.

15. **TENANT OBLIGATIONS TO THE PROPERTY:** Only persons listed as "Occupants" shall reside in the Premises. Tenant agrees to keep property in a clean, safe and sanitary condition and not to damage, deface, impair, abuse or remove any part of the Premises which includes but is not limited to walls, ceilings, floors, woodwork, paint, paper, plumbing, heating, electrical, glass, doors, window sash, hardware and fixtures; not to use water on wood floors but to keep them covered with floor covering and to wash and use liquid wax on tiled floors. Tenant agrees not to place objects of any type requiring adhesive of any kind on the walls of this property. Tenant agrees to keep their entire dwelling unit and basement, yards, porches, fire escape, steps, walk and sidewalks clean and to keep all walks, sidewalks, porches and exterior steps clear of snow and ice, except wherever any of the foregoing might be a common area of a multiple family dwelling and not under the Tenant's sole control; to buy and use a sufficient number of garbage cans with tight fitting lids and to place said cans at such times and location as designated by the Owner so as to effect the proper collection of same; and to

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comply with all governmental rules and regulations regarding the storage, collection and recycling of trash and other refuse. Tenant, if renting a single family house, shall water and maintain all lawns and shrubbery and agrees to keep all shrubs trimmed, the grass cut and to weed all flower beds and upon failure on their part to do so Owner may have this done at Tenant expense and charged to the Tenant as Additional Rent. In a building with more than one dwelling unit the foregoing duties shall be the responsibility of the first floor Tenant, it being understood and agreed that the rent charged for this first floor unit has been adjusted in consideration of the Tenant carrying out these duties. Tenant must continually occupy Premises and keep Premises heated to a temperature above freezing during cold weather by using the heating equipment on the Premises and not by using the gas stove or other appliances except temporarily in cases of emergency. Tenant agrees to pay the cost of repairing any damage to the building or equipment therein, including inside burst water pipes or other water facilities, due to freezing caused by neglect, carelessness or the willful act of the Tenant. It shall be the responsibility of the Tenant, after the first two weeks of occupancy, to arrange for and to pay for the cost of exterminating bugs, pests, insects, vermin and rodents in that portion of the Premises under their control and to relieve any and all plumbing chokages. Tenant shall also be responsible for the replacement of all broken or cracked window glass or other glass regardless of the nature or cause of breakage. If the Tenant fails to fulfill any of these obligations the Owner may perform them and charge Tenant the full cost for each item, which the Tenant agrees to pay as Additional Rent. If any governmental agency issues a citation or violation notice for Tenant action or inaction in violation of any governmental law or regulation or any provision of this Rental Agreement, the Tenant shall be required to promptly pay to that government all fines and fees associated with such citation or notice: and if the Tenant fails to promptly pay the cost of any governmental citation or violation notice, the Owner may pay them to the government and charge Tenant the full cost thereof, which the Tenant agrees to pay the Owner as Additional Rent.

16. NOISE AND BEHAVIOR: Tenant will not permit disturbing noises or conduct, and shall not knowingly permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior, nor permit any illegal or immoral conduct or obstruct or interfere with the rights of other tenants or in any way injure or annoy them at any time. Tenant will allow no singing or musical instrument of any kind, including but not limited to television, radio, music player, sound system, video games or other electronic or sound generating equipment etc., at any time, if the same shall disturb or annoy other occupants of the building or of neighboring properties.

17. PROHIBITED ACTS, CARE OF PREMISES: Only the persons listed on this Rental Agreement as "Occupants" shall occupy the Premises. All minor children must be supervised at all times while in this property. **The following are prohibited on Premises at any time:** portable swimming pools, water-filled furniture including waterbeds, playground equipment, electric heaters, kerosene heaters, outside TV, radio aerials, antennae, Satellite dish or any other apparatus designed to receive electronic signal transmission will not be installed without written prior consent of Owner, nor shall the Tenant overload the electrical system. Nothing shall be attached to the property which would, in any manner, cause damage to the Property or change the outside appearance of the Property, without the Owner's express written permission. Tenant shall not in any way obstruct the sidewalks, fire escape, entry, steps, elevators, stairways, landings, etc., nor permit children to play therein. Tenant may not disconnect or remove any appliance, if supplied by Owner, without the prior written permission of Owner. Tenant agrees not to violate any law, ordinance or regulation in using the property, and agrees to comply with all health, housing, fire and police regulations, and will not store or permit the storage of any gasoline, kerosene, or other flammable liquids or substances in the Premises, common halls, basement, garage or storage areas. Any fines by any agency of the Local, State or Federal government or its agencies including those assessed by the Environmental Control Board (whether to Tenant or Owner) shall be the responsibility of the Tenant provided the condition is not Owner's responsibility in accordance with the terms of this Rental Agreement this Rental Agreement. Tenant ☒ is / ☐ is NOT permitted to install Tenant's own clothes washing machine. _____ (Owner initials)

18. PETS: Except for service animals, as further defined herein, pets are not allowed without the written permission of the Owner. (a) Any dog or cat in the Premises must wear vaccination tags attached to a collar that is worn at all times. Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian that must include the animal's name, description, age, date and type of vaccination. Tenant must renew all pet registrations annually, and provide a copy of the registration to the Owner. Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. Tenant cannot maintain exotic animals or livestock in the Premises, grounds or community property. The breeding of privately owned animals is prohibited. (b) Any damage to the Premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Owner reserves the right to inspect the Premises (while providing proper notice) periodically in order to assess any possible damages. Pet owners must ensure the proper disposal of a deceased animal according to state and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts. Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the Premises, on a daily basis. No excrement is to remain on the grounds. (c) Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Owner's withdrawal of permission to keep the pet, after which the Tenant will have to remove the pet(s) from the Premises immediately. Security and/or pet deposits are only refunded after the property has been vacated and examined by the Owner. (d) Service Animals are not pets, but provide assistance to disabled residents. By law, the Owner must allow service animals for Tenants who have an apparent or verified disability for which a service pet is required. Pet deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond

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reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Owner requires the animal to be housebroken and neutered or spayed. (e) Any violation of this Section 18 is a material and substantial breach of this Agreement and the Owner may initiate legal proceedings to evict or have the Tenant removed from the Premises and/or seek a judgment against Tenant for any monies owed the Owner as a result of Tenant's default.

19. DRUG FREE HOUSING AND CRIMINAL ACTIVITY: If Tenant, Tenant's family, employees, agents and/or guests, engage in, permit or facilitate any criminal activity and or drug related criminal activity on or about the Premises, (Premises for the purpose of this rule includes not only the apartment or housing unit itself but all other property comprising the apartment community, including hallways, stairwells, common areas, community clubroom, laundry room, exercise room, playground, lawn, gardens, yards, parking lots, and streets), Tenant will be deemed to have materially and substantially breached this Rental Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use, and/or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802 (6), as amended) or of a "Controlled dangerous substance" as defined in Section 5-101(f) of the Criminal Law Article of the Annotated Code of Maryland, (as amended and/or re-codified from time to time) or to attempt, endeavor, or conspire to manufacture, sell, distribute, dispense, store, use, and/or possess a Controlled dangerous substance or controlled substance. Proof of violation shall not require criminal conviction, but shall be determined by the Owner or Agent of the Owner in a good faith determination that the above provisions have been violated.

20. MOLD AND MILDEW: Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, bathroom tile, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Tenant also agrees to immediately report to the Owner: (a) any evidence of water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (b) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (c) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises; and (d) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and occupants resulting from Tenant's failure to comply with the terms of this Rental Agreement. A default under the terms of this Agreement shall be deemed a material and substantial Default under the terms of this Agreement, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

21. BED BUGS AND PESTS:

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a. Prior Infestation – Owner discloses that Owner has no knowledge of the presence of bed bugs in the Premises as of the date of this Rental Agreement. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

b. Duty To Report – Tenant must report to the Owner any pest infestation and/or problems with the Premises as soon as it is noticed. This includes and is not limited to bed bugs, roaches, ants, carpenter ants, mice or rats. Tenant agrees to not delay the report to the Owner, as well as any exposure Tenant may have had to bedbugs as soon as they are noticed. Tenant acknowledges that even a few bed bugs can rapidly multiply to create a major infestation and that when an infestation is treated early, treatment is often quicker, less disruptive, and less costly.

c. Tenant represents and warrants that Tenant is not aware of any bed bug infestation or presence in any of Tenant's furniture, clothing or personal property and possessions and have fully disclosed to the Owner any previous bed bug infestation which Tenant may have experienced.

d. Tenant Cooperation – Tenant, Occupants and guests agree to cooperate with the Owner in all efforts and courses of action required to eliminate and control any pest/bed bug infestation. The Tenant's full cooperation shall include, and not be limited to: immediately reporting to the Owner of any pest infestation, including bed bugs, and permitting entry by the Owner and/or Owner's agents to complete inspections, pre-treatment, treatment, and post-treatment to eliminate pests and/or bed bugs. Tenant understands that evacuating the Premises during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform all critical actions to comply with all the post treatment requirements to keep the Premises pest-free and minimize re-infestation. In order to confirm or deny the presence of bedbugs on the Premises or on adjacent Premises, Owner may enter and inspect the Premises and surrounding Premises during business hours with advanced notice. Tenant must prepare the Premises as instructed by the Owner for the treatment of any bedbug issues within 24 hours prior to scheduled remediation.

e. Except as outlined in paragraph (f) of this Section 21, Owner or Owner's agent will treat the Premises, and not Tenant's personal property, only in a reasonable amount of time following notification of the infestation by the Tenant. The cost of treatment for the Tenant's possession, vehicles, and any other items prior to reoccupying the Premises is at the Tenant's sole expense. Tenant's temporary housing expenses are the Tenant's responsibility. In the event that Tenant is required to vacate the premises during the treatment process, Owner's sole liability to Tenant will be the abatement of Rent, pro-rata, for the number of days Tenant is required to vacate the Premises. Owner is not required to pay transportation or housing costs associated with relocation. Owner is not obligated to abate Rent if Tenant does not cooperate with any provisions of this section §21.

f. If, during the term of this tenancy, including extensions and renewals, bed bugs appear in the Premises and a pest control professional determines that the bed bugs originated in Tenant's personal property, Tenant acknowledges and agrees that all necessary

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treatments for the Premises and other units that may be affected as a result, as well as any additional costs, expenses, and losses will be at the Tenant's expense, such expenses, costs, and losses being treated as Additional Rent.

g. Indemnification – Except for the cost of any applicable treatment or any applicable Rent abatement, Owner and Owner's agents shall not be held responsible for any of the Tenant's losses, damages injuries, or expenses including special, consequential or punitive damages arising out of a bed bug infestation, inspection, and/or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Owner, its agents, contractors, and employees from any actions, claims, losses, injuries, damages and expenses, including but not limited to actual attorney's fees incurred by Owner as a result of bed bug infestation, inspection, and/or treatment. This indemnification shall not apply if such damages, costs, losses, injuries, or expenses are directly caused by the gross negligence of the Owner.

h. Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violations of any other provisions of this Paragraph shall be a material and substantial breach of the Rental Agreement and constitute grounds for eviction, termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees, remediation costs and expenses as stated in the Rental Agreement.

22. **SUBLETTING, INSURANCE:** Tenant agrees not to sub-let or assign this agreement without the prior written consent of the Owner and not to do anything that will contravene the policy of insurance or increase the rate of insurance premiums on the Premises and if they do the Owner may charge such increase to the Tenant as Additional Rent. At Tenant's sole cost and expense, Tenant shall purchase renter's form home Owner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$100,000.00 each occurrence and, further, so as to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant, during the term of this Rental Agreement, and any renewal or extension thereof, against loss or damage resulting from broad form named perils on a replacement basis with no Pet Exclusion that applies to any put or service animal permitted by the Owner. **Tenant understands that Owner's insurance does not cover Tenants' furniture or possessions.**

23. **INTERRUPTION OF SERVICE:** Tenant will receive no rent reduction, nor will Owner be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Owner's gross negligence or willful misconduct, or due to the inability of Owner to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, Owner may stop or curtail the operation of said equipment or utilities, but in such case due diligence shall be used to complete the work.

24. **RIGHT OF ENTRY:** Owner shall have the right to enter the Premises at reasonable times by use of key or by force if necessary, to inspect same and to make repairs required therein or elsewhere in Owner's property, to secure the Property from damage or by vandalism, to enforce any provision of this Rental Agreement, and to show property to prospective Tenants, or others, by appointment or by use of key. It is further agreed that in the event said Tenant, prior to the expiration of this Rental Agreement, or any renewal term thereof, vacate, abandon, or surrender the Premises at any time during the tenancy then said Owner shall have the right to enter the Premises by use of key or by force, if necessary, for the purpose of decorating or repairing said Premises so that it may be put in a habitable and proper condition for occupancy by a prospective or another Tenant, or for any other legal use of the premises, without being liable to prosecution therefore or damages by reason thereof and without relieving the Tenant of any obligation to pay the Rent for said Premises during the term or extension thereof.

25. **LOCKS:** Tenant shall not alter or add any lock or lock cylinder in any door without the prior written consent of the Owner. If such consent is given, the Tenant shall immediately provide the Owner with a key for the use of the Owner or his agent pursuant to the Owner's right of access to the Premises. Owner may retain a pass key (master key) to the Premises. Tenant has examined all locks throughout the Premises and is satisfied that same are suitable and in good working order so as to afford a reasonable degree of safety and security. If the Tenant fails to comply with the provisions of this paragraph or if the Tenant requires new or rekeyed locks, Tenant shall pay Owner the cost of changing or re-keying or replacing the locks. If during the tenancy, the Tenant requests service to the property and the Owner, his agent, contractors or maintenance personnel cannot gain entrance to the property by use of the master key, because the Tenant has changed the lock(s), Tenant shall pay to the Owner, as Additional Rent, the cost associated with the failed service request in addition to the cost of rekeying the Premises. Tenant shall obtain the services of a professional locksmith at the Tenant's expense if Tenant is locked-out during non-business hours.

26. **CHARGES AGAINST TENANT TREATED AS RENT:** Wherever this agreement provides for Additional Rent or a charge against the Tenant, for any reason so stated in this agreement, or requires Tenant to be responsible for the payment of a bill, and in the event the Tenant fails to pay such Additional Rent, charges, or payments, then the amount thereof, at the discretion of the Owner, and without further notice to the Tenant, shall be added to and deemed part of the Rent due and is payable immediately without setoff or deduction. The Owner shall have the same remedies for the collection of such Additional Rent, charges, or payments as he has the Rent. If Tenant violates the terms of the Rental Agreement and said violation results in monetary loss to Owner, then Owner shall be entitled to pre-judgment interest, at the then maximum legal rate, on the amount due Owner, from the date Owner mails its written list of damages to Tenant at last known address until said loss is paid in full.

27. **SECURITY DEPOSIT:** It is further understood and agreed that Tenant has deposited with the Owner or his Agent a Security Deposit in the amount of \$_____, the receipt of which is hereby acknowledged, to be held by Owner in an escrow account in

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accordance with the applicable provisions of the Annotated Code of Maryland, Real Property and which, at the termination of the tenancy hereunder, for whatever cause, Owner may retain and apply as full or partial payment for any unpaid rent, damages due to breach of Rental Agreement, or damage to the Premises, common areas, major appliances and furnishings by Tenant or Tenant's family, agent, employees or guests other than such as may be caused by ordinary wear and tear. That portion of said Security Deposit (together with any interest due thereon as required by Maryland Law) not so retained and applied shall be refunded to Tenant within forty five (45) days after the termination of the tenancy hereunder, along with a written list of charges against the Security Deposit claimed by Owner and the actual cost incurred. Any unused portion of the Security Deposit shall be returned by first class mail to Tenant's last known address. **THE SECURITY DEPOSIT MAY NOT BE APPLIED BY TENANT AGAINST THE FINAL RENT PAYMENT.** Tenant shall be liable for unpaid rent and damages if they exceed the amount of the Security Deposit.

a. **SECURITY DEPOSIT INSPECTIONS:** Tenant is hereby notified of the following: (i). The right to have the Premises inspected by Owner in Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if Tenant so requests by Verifiable Means within fifteen (15) days of Tenant occupancy; (ii). The right to be present when Owner inspects the Premises at the end of the Tenancy in order to determine if any damage was done to the Premises if Tenant notifies Owner by Verifiable Means at least fifteen (15) days prior to the date of Tenant's intended move, of Tenant's intention to move, the date of moving, and Tenant's new address; (iii). Owner's obligation to conduct the inspection within five (5) days before or after Tenant's stated date of intended moving; (iv). Owner's obligation to notify Tenant in writing of the date of the inspection; (v). Tenant's right to receive, by First Class Mail, delivered to the last known address of Tenant, a written list of the charges against the security deposit claimed by Owner and the actual costs, within forty-five (45) days after the termination of the tenancy; (vi). The obligation of Owner to return any unused portion of the Security Deposit, by First Class Mail, addressed to Tenant's last known address within forty-five (45) days after the termination of the tenancy; (vii). Failure of Owner to comply with the Security Deposit Law may result in Owner being liable to Tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney's fees; and (viii). Tenant shall not deduct any rent or other charges from the Security Deposit.

b. Article 53 of the Annotated Code of Maryland, Section 43A, (a) provides "If the Owner imposes a security deposit, he shall upon request promptly provide the Tenant with a written list of all existing damages. The request must be made within 15 days of the Tenant occupancy." This is declared to be such a written request by the Tenant. The Owner hereby furnishes the following list of existing damages:

c. The basis for the above list is a personal inspection, which has been made by the Owner or his agent. The Tenant has also personally inspected the Premises and are satisfied with the accuracy of the above list. However, if Tenant hereafter finds any existing damage inadvertently overlooked by either the Owner or the Tenant, the Tenants agree to notify the Owner within 15 days from the date of occupancy in writing by Certified Mail with full details.

28. **MOVING:** When the Tenant moves out: (a) Tenant must give two (2) months' notice by Verifiable Means, (b) Tenant shall clean the property, including the appliances and other equipment if supplied by Owner, (c) Tenant shall remove all trash, furniture and other belongings, (d) Tenant shall secure the Premises and leave same in as good a condition as when received, ordinary wear and tear excepted, and (e) Tenant shall return all keys to Owner's office within twenty-four (24) hours after vacating. When Rental Agreement has been terminated by action of the parties or by operation of law, Owner may remove and dispose of such personal property, including but not limited to vehicles, equipment, and appliances, which has been abandoned and Tenant agrees to pay the cost of such removal.

29. **SURRENDER OF PREMISES & TENANT HOLDING OVER:** If Tenant does not surrender the Premises at the end of the Term, or any renewal or extension thereof, Tenant will pay Owner for all of the damages which Owner suffers as a result thereof, including but not limited to actual attorney's fees and costs incurred, and will further indemnify Owner against all claims made by any succeeding Tenant against Owner founded upon delay by Owner in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises. If Tenant shall continue to occupy the Premises after the expiration of this Rental Agreement, or any renewal or extension thereof, such occupancy shall, (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month-to-month tenancy, at twice the rental payable hereunder just prior to Tenant holding over. As long as Tenant is in possession of the Premises, all of the obligations of Tenant and all rights of Owner applicable during the Term shall be equally applicable during such period of subsequent occupancy.

30. **BREACH OF RENTAL AGREEMENT:** If Tenant violates any terms of this Rental Agreement, it shall be considered a material and substantial breach and the Owner may avail himself of all remedies permitted by law in order to recover possession of the Premises; Tenant agrees and covenants to pay Rent at the office of the Owner or such other address as the Owner may from time to time specify, promptly as it accrues, and to abide by and perform all covenants on Tenant's part to be performed. If any of the representations made in Tenant's Rental Application are misleading or untrue, or if Tenant, Tenant's family, employees, agents or guests violate any provision of the Rental Agreement or any rule or regulation herein imposed, then the Owner may treat such representation of Rental Agreement violation as a forfeiture under the terms of this Rental Agreement, with Tenant's possession of the Premises terminating on the date specified in Owner's notice. In the event of such forfeiture, Owner may re-enter and take possession of the Premises by utilizing applicable law.

If Tenant's possession of the Premises should be so terminated, or if Premises should otherwise become vacant during the Term, or any renewal or extension thereof, Tenant will remain liable to Owner for the Rent through what would have been the expiration

date of this Term of this Agreement, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by Owner due to Tenant's breach of Rental Agreement and/or Tenant's termination of possession of Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not be limited to, costs incurred in recovering possession of Premises (such as actual legal fees incurred, expended court costs, and agent's fees), costs incurred in re-letting Premises (such as rental commissions, administrative expenses, and a proportionate share of advertising expenses), heat, gas and electricity cost, and water and sewer costs for the balance of the term, or any renewals or extension thereof, while Premises remains vacant, and costs incurred in redecorating Premises.

31. RENTAL APPLICATION: Tenant agrees that all information supplied by them in the rental application, which is made a part of this Agreement, is true and, in the event any information is not complete and true in every respect, the Owner shall be entitled to possession of the Premises pursuant to law, and Tenant shall be liable for all costs and expenses including actual attorneys fees incurred in connection therewith.

32. MULTIPLE DWELLING WATER, HALLWAYS: Tenant agrees to exercise care in using water and to promptly report all water leaks to the Owner. Tenant agrees not to use water to wash vehicles. If the property contains two (2) or more dwelling units, then Tenant shall also be responsible for keeping the hallway adjacent to their Premises and the stairway giving access to their Premises in a clean condition; and to keep said hallway and/or stairway, as the case may be, lighted whenever necessary with a bulb bright enough to throw sufficient illumination onto said area in order to effect safe passage.

33. DESTRUCTION OF PREMISES: In the event the Premises becomes impossible to live in as a result of fire, floods, civil disorder or other causes beyond the control of either the Owner or the Tenant, the obligation to pay rent shall cease immediately and the Tenant agrees to vacate the Premises at once. The Owner shall not be liable for any loss or damages to any property at any time located on the Premises, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightning, vermin or any other cause unless such loss is caused by Owner's gross negligence or willful misconduct.

34. CONDEMNATION: In the event the Premises, or any party thereof, shall be taken under the power of eminent domain by any public or quasi-public authority this Rental Agreement shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Owner shall be entitled to receive the entire award in the condemnation proceeding.

35. WAIVER: The failure of the Owner to insist, in any one or more instances, upon strict performance of any of the covenants of this Rental Agreement, or to exercise any option herein contained, shall not be construed as a waiver for the future of such covenant or option, but the same shall continue and remain in full force and effect.

36. OWNERS, TENANT MEANING OF: Wherever in this agreement the term "Owner" is used it shall be construed to also mean "landlord or agent" and wherever the term "Tenant" is used it shall be construed to also mean "the Tenant's family, roommates, employees, agents, guests, licensees or invitees."

37. ILLEGALITY-SEVERABILITY: In the event any provision or provisions of this Rental Agreement shall be deemed by a court of competent jurisdiction to conflict with applicable law, such provision or provisions shall, at Owner's option, either be (a) deemed modified to the extent necessary to comply with such law, or (b) severed from this Rental Agreement and shall cease to be a part thereof. If such provision or provisions are so severed, the remainder of this Rental Agreement shall remain in full force and effect.

38. NOTICES: (a) If there are two or more persons undersigned as Tenant, then any notice given by Owner to one Tenant shall constitute notice to all Tenants. (b) A Notice sent by "Verifiable Means" shall mean (i) a Notice sent by Certified Mail, Return Receipt Requested, (ii) a written notice hand-delivered, if by Tenant, to the location to which the Tenant pays Rent, provided he Owner acknowledges receipt of the Notice in a writing delivered to the Tenant, and if by Owner, to the Tenant, who signs a written receipt for same provided by Owner, or (iii) electronic mail to the recipient's electronic mail address of record provided the electronic mail includes a read-receipt. (b) Notice by the Tenant to the Owner shall be by Verifiable Means. (c) Notice by Owner to the Tenant shall be by Verifiable Means.

39. ATTORNEY'S FEES: Should Owner employ an attorney because Tenant, Tenant agents, employees or guest violate any terms or provisions of this Rental Agreement, Tenant shall pay actual attorney's fees incurred by Owner as a result thereof. Tenant shall be liable for such attorney's fees whether or not Owner institutes legal proceedings. However, where legal proceedings are instituted by Owner against Tenant, and such proceedings result in a monetary judgment in favor of Owner, those attorney's fees for which Tenant shall be liable to Owner shall be thirty-three and one-third percent (33 1/3%) of said monetary judgment so entered as well as all Court costs incurred.

40. PRE-JUDGEMENT INTEREST: If Tenant violates this Rental Agreement and said violation results in a monetary loss to Owner, the Owner shall be entitled to prejudgment interest at the highest rate allowed by law (10% per annum at this time), on the amount due Owner, from the date the Owner mails written list of damages to Tenant.

41. **DATE OF CONSTRUCTION:**

- ☐ Property was constructed prior to 1978 and may contain lead-based paint.
- ☐ Property was constructed after 1978 and is therefore presumed to be free of lead-based paint.
- ☐ Owner does not know the date of construction

42. **LEAD PREVENTION PROGRAM COMPLIANCE:**

- ☐ The Property meets MDE Certification Criteria for "Certified Lead-Free". Certificate (attached) # 497450
- ☐ The Property meets MDE Certification Criteria for "Certified Lead-Free-Limited". Certificate (attached) # _____
- ☐ The Property meets MDE Certification Criteria for "Full Risk Reduction" (Dust Wipes). Certificate (attached) # _____ and Tenant acknowledges receipt of "Protect Your Family From Lead in Your Home" published by U.S. Department of Housing and Urban Development (HUD) and "Notice of Tenant's Rights - Lead Poisoning Prevention" published by the Maryland Department of the Environment (MDE) and Tenant agrees to follow the procedures in these publications and notify the Owner promptly and in writing when discovering chipping, flaking, loose, or peeling paint, plaster, wallpaper in the Property.

43. **AGENCY DISCLOSURES:** ☒ Tenant acknowledges receipt of "Understanding Who the Real Estate Agent Represents" published by the Maryland Real Estate Commission and acknowledges that the Agent represents the Owner as the Landlord's Agent.

44. **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (REQUIRED BY TITLE X)**

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

- a) **Owner's Disclosure** Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain):

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

- b) **Records and reports available to the Lessor** (check (i) or (ii) below):

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

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

Tenant's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Agent's Acknowledgment (initial) (not applicable if no licensed real estate agent is involved in this transaction)

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

Certificate of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that there is no chipping, flaking, loose or peeling paint, plaster or loose wallpaper in or on the Premises, except as specifically listed on this Rental Agreement.

ENTIRE AGREEMENT: The Owner has made no promises or representations except those stated in this Agreement and it is agreed that this Rental Agreement and the agreements herein contained can be changed only in writing and signed by both Owner and Tenant. TENANT HAS READ OR HAS HAD THIS AGREEMENT READ TO THEM, UNDERSTAND SAME, HAVE RECEIVED A COPY OF THIS AGREEMENT, AND BOTH OWNER AND TENANT BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN. TENANT AND OWNER HEREBY CONSENT TO COMMUNICATION BY WAY OF TELEPHONE, CELLULAR PHONE, E-MAIL AND FACSIMILE.

NAME OF OWNER:

By:

Fish Management

Name of Agent for Owner:

TENANT:

Tahani Farah

Tenant signature

Tenant signature

EMERGENCY CONTACTS:

<i>Gudrun Kleese-Gardner</i>	<i>6205 Sweetgrass Ct</i>	<i>Mother (sarah)</i>	<i>916 300 4078</i>
(Name)	(Address)	(How Related)	(Phone #)

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