

LEASE

THIS LEASE is made this 3rd day of August, 2026 between:

3416 ELMLEY AVE, LLC, a Maryland limited liability company ("Landlord") and **Shamel Simms** (if more than one, jointly and severally, the "Tenant").

RECITALS

A. Landlord is the owner of residential property located at **3416 Elmley Ave Baltimore, MD 21213** (the "Property") and improvements thereon.

B. Tenant desires to rent the Property (which includes any and all appliances owned by Landlord and used by Tenant) and Landlord has agreed to rent same, under the terms of this lease.

AGREEMENT

The parties agree as follows:

1. Lease of Property. Landlord leases to Tenant and Tenant leases from Landlord the Property.
2. Occupants. Listed below are the **ONLY** occupants of the Property other than the Tenant named above (enter N/A, if not applicable):

Name:	D/O/B	Relationship
Nijah Lawson	7/31/13	Daughter

3. Term. **This Lease starts on August 3, 2026** and **ends on August 31, 2028** (the "Lease Term"), subject to renewal as hereinafter provided.

4. Rent. **Tenant shall pay Landlord \$1574** per month for rent (the "Base Rent"). Each payment of Base Rent shall be paid on or before the first day of each month during the Lease Term. All payments of Base Rent are paid in advance without setoff or deduction. If the Lease Term starts on a day other than the first day of the month, then the Base Rent will be prorated for the first month. All payments shall be made by check or certified funds to Landlord at **2912 Garrison Blvd Baltimore, MD 21216** (or by other method approved by the Landlord in writing.). Any payment received after 5:00 p.m. will not be credited to Tenant until the next business day. All payments other than Base Rent due under this Lease constitutes "Additional Rent" and both Base Rent and Additional Rent shall be included as rent. Tenant is responsible for any delay in the mail or other delivery system.

5. Security Deposit. At the time this Lease is fully executed, Tenant shall pay to Landlord a **security deposit of \$1574** (the "Security Deposit"). The Security Deposit shall be used to reimburse Landlord for Tenant's non-payment of Base Rent or Additional Rent, for any costs associated with Tenant's failure to pay Base Rent or Additional Rent, or to repair any damage to the Property chargeable to Tenant hereunder. Additional terms for the Security Deposit are set forth in Exhibit A, which is attached to and incorporated in this Lease. This Lease constitutes a receipt of the Security Deposit. During the term of this Lease, if Landlord applies all or a portion of the Security Deposit to Base Rent, Additional Rent, or any other charge, then Tenant shall immediately replenish the Security Deposit and failure to do so shall be a breach hereof.

6. Utilities.

a. Gas and Electric. The Property has its own gas and electric meter. Prior to occupancy of the Property, Tenant shall contract with BGE for gas and electric service. Tenant shall timely pay all charges assessed by BGE. Tenant shall reimburse Landlord for any utility charges paid by Landlord during the term of the Lease and further, in the event Tenant transfers the utility service to Landlord without Landlord's written consent or fails to transfer the service to Tenant's name as required hereunder, Tenant shall pay Landlord a processing fee of \$75.00 for each calendar month or portion thereof for which Tenant has failed to maintain such utility. Notwithstanding such payment, such action shall constitute a default hereunder.

b. Telephone. Tenant is responsible to all telephone service and all telephone bills for the Property. Tenant shall timely pay all telephone bills.

c. Cable. Tenant is responsible for all cable service and all cable bills for the Property. Tenant shall timely pay all cable bills.

d. Water. Landlord will be responsible for the cost of charges for water. Tenant shall meter the temperature of the Property above 50° to avoid bust pipes.

Landlord is not responsible for any outages in any utility or any direct or indirect damages that arise from an outage or otherwise. Landlord is not responsible for the payment of any utility bill except as specifically provided herein.

7. Default. An Event of Default includes any one of the following:

- a. Tenant's failure to timely pay Base Rent or Additional Rent.
- b. Tenant's failure to comply with any other term of this Lease not relating to the payment of Base Rent and Additional Rent.
- c. Tenant's violation of Maryland law or any Baltimore City law, rule, or regulation with respect to the Property.
- d. Tenant's failure to occupy the Property within seven days of the first day of the Lease Term.
- e. Tenant's vacating the Property prior to the end of the Lease Term.
- f. Tenant's permitting people other than as indicated to live in the Property for more than three (3) consecutive days or more than ten (10) days in any month without prior written consent of Landlord.

8. Remedies. If there is any Event of Default (unless limited as set forth below), then Landlord may do or impose any one or more of the following:

a. terminate this Lease and repossess the Property by filing an appropriate action in the District Court of Maryland for Baltimore City or any other court of competent jurisdiction, provided Tenant shall not be released from all rental then remaining or to come due during the Lease Term and Tenant shall be responsible for all such rents reduced by 20% to reflect current value and the possibility of locating a subsequent Tenant, and all such rent shall be due and payable as of the date of repossession. Interest shall accrue on such amount owing at a rate of 10% per annum compounded monthly until paid;

b. for failure to make timely payment of Base Rent or Additional Rent by the date it is due, Tenant shall pay a late fee of 5% of the outstanding unpaid amount which fee shall be re-imposed for each calendar month or portion thereof for which payment remains unpaid, plus interest at the rate of 10% per annum compounded monthly from the date that the payment was required to the date that payment is made. Landlord shall have the right to impose such fees immediately upon a payment being late and regardless of any grace period previously allowed by Landlord;

c. for any non-monetary Event of Default, Landlord may cure the default, and Tenant shall immediately reimburse Landlord for all costs incurred by Landlord to cure the default and same shall constitute additional rent;

d. in all events, to hold Tenant personally liable for all costs and expenses incurred as a result of such breach;

If Landlord employs a lawyer to assist with the enforcement of the terms of this Lease, then Tenant shall be responsible for all of Landlord's costs of collection, including attorneys' fees (even if the matter does not go to trial) and court costs. In the event any judgment is obtained, legal fees shall be at least 15% over and above the amount otherwise due.

If Tenant's payment of Base Rent or Additional Rent is made by a personal check and that check is returned for any reason (insufficient funds, failure to properly sign, closed account, etc.) then Landlord may assess an additional charge of \$35 for administrative expenses related to the returned check plus any charges to Landlord from Landlord's bank. In addition, from and after such date, Landlord may insist on payment being made in certified funds.

9. **Use of Property.** The Property shall be used and occupied exclusively by Tenant. The Property shall be used exclusively as a private single-family dwelling, and no part of the Property shall be used at any time by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Attached to and incorporated in this Lease as **Exhibit B** is a list of Rules and Regulations for use of the Property which list may be amended by Landlord from time to time on fifteen (15) days' notice. Landlord is not responsible for a breach by any other Tenant of the Rules and Regulations on any provision of such tenant's lease.

10. **Condition of Property.** **Tenant has examined the Property, and, at the time of this Lease, the Property is in good order, repair, and in a safe, clean, and tenantable condition** (subject to any preexisting conditions indicated by Tenant in accordance with the Security Deposit regulation). The Property shall be made available in a condition permitting habitation, with reasonable safety.

Tenant acknowledges:

- a. There is both a smoke detector and carbon monoxide detector (each a "Safety Device") in the Property which are battery operated and the battery in each is currently operating.
- b. The Safety Devices were each tested in Tenant's presence and functioned properly.
- c. The Landlord has advised Tenant as to the proper operation of the Safety Devices. This includes monthly testing and periodic replacement of batteries. Tenant understands that it is Tenant's responsibility to replace the batteries of the Safety Devices and to maintain them in accordance with manufacturer's guidelines.
- d. Tenant shall immediately notify Landlord verbally and in writing of any failure of any Safety Device and shall act promptly in cooperation with Landlord to repair same.
- e. In the event Tenant disables any Safety Device Tenant shall be charged \$50 as additional rent for service fees. The foregoing does not give the Tenant the right to disable a Safety Device.

Tenant acknowledges receipt of the written manufacturer's guidelines for maintenance of each of the Safety Devices.

11. **Assignment and Subletting.** Tenant may not assign this Lease, sub-let, or grant any license to use the Property.

12. Alterations and Repairs. Tenant may not make any alterations to the Property or attach any fixtures to the walls, floor, or ceiling without the prior written consent of Landlord, which may be given in Landlord's sole discretion. Tenant may not paint or put wallpaper on the walls or make holes. All alterations, changes, or improvements made by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain in the Property at the expiration or earlier termination of this Lease.

13. Hazardous Materials. Tenant may not keep in the Property any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any insurance company or governmental agency.

14. Landlord's Maintenance. Landlord shall be responsible for repairs to the roof, windows, or structural members. Unless Tenant or Tenant's guest is negligent and causes the damage, then Landlord shall be responsible for the maintenance, repair, or replacement of the heating, ventilation, plumbing and electric systems unless installed by Tenant. Landlord shall repair or replace any appliances provided with the Property unless damaged by Tenant (other than Tenant's ordinary use). Tenant shall promptly advise Landlord of any needed repairs and failure to do so within forty-eight (48) hours shall constitute gross negligence of the Tenant.

15. Tenant Maintenance Obligation. Notwithstanding Landlord's repair obligations, Tenant shall be responsible for general care of the Property commensurate with standard usage including but not limited to lawn care and snow removal and to the extent Tenant fails to exercise such care, Tenant shall reimburse Landlord for all damages (including, for example and not in limitation, unclogging sewage pipes, damage from rain coming into open windows, etc.). In accordance with the following, Tenant, at its sole expense, shall keep and maintain the Property in good and sanitary condition and repair during the term of this Lease. Without limiting the generality of the foregoing, Tenant shall:

- a. not obstruct the driveways, sidewalks, courts, entry ways, stairs or halls, which shall be used for the purposes of ingress and egress only;
- b. keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order, and repair;
- c. not obstruct or cover the windows or doors;
- d. not leave windows or doors in an open position during any inclement weather;
- e. not hang any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony;
- f. not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord (in which case Tenant shall provide Landlord with a key);
- g. keep all sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use them only for the purposes for which they were constructed;
- h. keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents; and
- i. deposit all trash in the locations provided by Landlord and shall not allow any trash to be deposited or permitted to stand on the exterior of the building except in locations set aside for trash by Landlord or, on the day of trash pick-up in an area designated by Landlord for public trash collection.
- j. use any portion of the Property in a fashion not inconsistent with its purpose.

16. Casualty. If the Property is destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, then this Lease shall terminate from the date of the casualty with Base Rent and Additional Rent prorated to the date of the casualty. If the casualty does not render the Property untenable, then Landlord may repair the Property and Base Rent and Additional Rent shall only be abated during the period of time that the Property is untenable. If Landlord chooses not to repair the Property, then this Lease terminates as of the date of the casualty. If Tenant caused the damage, rent from such Tenant shall not be abated.

17. Condemnation. If any significant part of the Property is condemned, then, at Landlord's election, this Lease terminates on the date of condemnation and Base Rent and Additional Rent shall be prorated to the date of the condemnation. Tenant waives any right to any condemnation award or payment.

18. Inspection. Landlord and Landlord's agents may enter the Property for the purpose of inspecting the Property. Landlord may enter the Property with advance notice to Tenant to make any repairs, additions, or alterations as may be deemed appropriate by Landlord. Landlord and its agents may also show the Property to prospective tenants within four months from the end of the Lease Term.

19. Subordination. This Lease and Tenant's interest in the Property are subordinate to any mortgage, lien, or encumbrance now or hereafter placed on the Property by Landlord, all advances made under any mortgage, lien, or encumbrance. Tenant appoints Landlord as Tenant's attorney-in-fact to execute any documents to acknowledge this subordination.

20. Tenant Holding Over. If Tenant remains in possession of the Property without the consent of Landlord (and assuming the Lease is not renewed as hereinafter provided), a new tenancy from month-to-month shall be created between Landlord and Tenant that shall be subject to all of the terms and conditions of this Lease except that Base Rent shall increase to 1.5 times the previous Base Rent and except that such tenancy shall be terminable upon 30 days' written notice served by either party.

21. Surrender of Property. Upon the expiration of this Lease at the end of the Lease Term or earlier, Tenant shall surrender the Property in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear and tear excepted.

22. Animals. Tenant shall not keep any dog, cat, bird or other animal in, at or near the Property (except fish in a tank of 10 gallons or less) unless Tenant receives prior written consent from Landlord for the specific allowable pet and pays to Landlord a pet deposit of _____, which is non-refundable.

23. Liability. Unless a direct result of Landlord's gross negligence, Landlord shall not be liable for any damage or injury of or to Tenant, Tenant's family, guests, invitees, agents, or employees or to any person entering the Property or to Tenant's personal property or equipment, and Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims for damages or liability of every kind and nature. Landlord is not responsible for any injury, damage, or loss to person or property caused by other tenants or other people or caused by theft, vandalism, fire, water, smoke, or other causes.

24. Insurance. Tenant shall carry renter's insurance for personal liability (bodily injury and property damage) coverage and to keep Tenant's personal property insured at full value for any loss during the term of this Lease. Tenant acknowledges that Landlord has no liability for any loss. Tenant will provide Landlord with evidence of insurance upon request.

25. Parking. Tenant shall obey all parking and speed regulations posted on or by the Property or set forth in writing by Landlord. Tenant may not park on or in front of the Property any commercial vehicles, trucks, trailers, campers, or boats. Upon receipt of written notice to remove any prohibited vehicle, if Tenant fails to remove the prohibited vehicle, then Landlord may assess as Additional Rent, a charge of \$25 per day, which creates a lien on the vehicle that may be enforced as a lien held by a garage keeper or the vehicle may be towed at Tenant's expense.

26. Waiver. The failure of Landlord to insist on strict compliance with the terms of this Lease may not be construed as a waiver of Landlord's right to enforce the terms of this Lease. No representative of Landlord shall have the authority to waive or amend this provision except in writing.

27. Miscellaneous. Maryland law governs this Lease. This Lease is binding upon Landlord and Tenant and their respective heirs, successors, and assigns. This Lease contains the entire agreement between the parties for the rental of the Property. Time is of the essence under this Lease. If any portion of this Lease is held invalid or unenforceable, then the remainder of this Lease shall be enforced and interpreted including such invalid provision to the extent same may be amended and enforced (generally referred to as "judicial blue lining"), or if not able to be so amended without the invalid or unenforceable portion. Without limiting the generality of the foregoing, if any fee or interest change imposed hereunder is held to be in excess of the amount allow under Maryland law without constituting usury, then such interest rate or fee shall be reduced to an amount that shall not be considered usurious. Any amendment or modification to this Lease must be made in writing and signed by the parties. All notices required by this Lease shall be mailed or hand-delivered to Tenant at the Property. Tenant agrees that a copy of any suit, mailed to the Property, first class postage prepaid, during the Lease Term, shall constitute personal service to Tenant. The Tenant hereby authorizes anyone living with him in the Property as his attorney-in-fact to accept service of any proceeding by Landlord and subject Tenant to in personam jurisdiction in any court having jurisdiction over the Property. This designation is coupled with an interest and may not be revoked. Furthermore, so long as Tenant is still living at the Property, Tenant consents to in personam jurisdiction of any suit filed relating to the Property, a copy of which is posted on the front door of the Property (as evidenced by a photograph thereof taken by the Landlord's agent). Tenant further authorizes Landlord to effect service and obtain personal jurisdiction at anytime following posting of the Property by delivery of a copy of the suit to the clerk of the court having jurisdiction over the Property. Tenant's designation of the clerk of the court as his attorney-in-fact for receipt of service is coupled with an interest and may not be revoked. All notices required by this Lease shall be mailed or hand-delivered to Landlord at the address used for payment of rent.

28. Lead and Mold Disclosures.

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

If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Owner will have the option to participate in the liability limitation portion of the Maryland Program.

Age Classification of Property: Owner represents and warrants to Tenant(s), Agent, Agent(s) subagents, intending that they rely upon such warranty and representation, that (initial all that apply):

The Federal Program (initial 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 (initial one)

_____ The Property was built prior to 1950, the Maryland Program applies fully.

_____ The Property was built after 1949 but BEFORE 1979, the Maryland Program applies at Owner's option

Age Classification Unknown (initial, if applicable)

 Owner is uncertain as to age classification; therefore, Owner 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 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead based paint hazards.

NOTICE TO TENANT - LEAD BASED PAINT, HAZARDS, AND CONSUMER DISCLOSURES. Tenant acknowledges that Property may be subject to Federal and Maryland Law as to the presence of lead-based paint and/or lead based paint hazards. Tenant acknowledges the receipt of the following required brochures from owner/Agent.

a. The EPA "Protect Your Family From Lead in Your Home" brochure. (Under Federal Law-The Residential Lead Based Paint Hazard Reduction Act of 1992)

b. The "Notice of Tenants Rights, Lead Poisoning Prevention" published by the Maryland Department of the Environment. (Under Maryland Law – The Maryland Lead Poisoning Prevention Program)

c. Tenant(s) has received a copy of the Lead Inspection Certificate where applicable. Tenant understands and acknowledges that compliance under Federal and Maryland Law is the sole responsibility of the owner, and the Tenant will read and become familiar with the requirements of Federal and Maryland Law as contained in the above brochures and notices.



TENANT'S INITIALS

MOLD WAIVER: Mold contaminants may exist in the property of which the Landlord is unaware. Landlord is not an expert in the field of mold contaminants, and Tenant agrees to hold Landlord harmless in the event that mold contaminants are discovered on the property. If mold contamination is suspected or discovered, the Tenant agrees to notify the landlord IMMEDIATELY in writing and a phone call and the appropriate action will be taken by landlord to remedy the situation. INITIAL: 

29. *In the event Tenant has any claim against Landlord of any type (other than relating to the Security Deposit which are governed by other provisions hereof) relating to this Lease, the use of the Property or any damage occurring on the Property, then as a condition precedent to pursuing such claim, and prior to filing any claim or lawsuit:*

- a. *Tenant shall provide written notice of such claim and all information available to Tenant to support such claim.*
- b. *Allow Landlord a period of 180 days to respond to such claim.*
- c. *At Landlord's request, within such 180 period, to submit to either (at Landlord's election):*
- i. *non binding mediation; or*
- ii. *binding arbitration in accordance with the AAA rules of arbitration then obtaining.*
- d. *At Landlord's sole and exclusive election, waive jury trial in any proceeding.*

Electronic Consent Agreement:

By accepting this Agreement, you are consenting to the receipt of electronic correspondence from us. This includes communications related to your leases, account, updates, legal, and any other relevant

information. You understand that these electronic communications are legally binding and equivalent to written communication. The phrase "Electronic Communication" includes communication by electronic mail (fax and email); electronic message board, network and website; and any other similar means of electronic communication.

Tenant's Initials  

Opt-Out Clause:

If you prefer not to receive electronic communications, you may opt out anytime by notifying us, in writing, of your election to not receive electronic media. Opting out will not affect your other rights or obligations under this Agreement.

Tenant's Initials  

Tenant's Bill of Rights:

I acknowledge that the Tenants Bill of Rights has been provided.

Tenant's Initials  

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 Page 2 of 8 • 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. Page 3 of 8 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. Page 4 of 8 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) Page 5 of 8 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) Page 6 of 8 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. Page 7 of 8 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-LandlordAffairs/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 (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>) 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. Page 8 of 8

Renewal of Lease/Change of Terms

Landlord, at anytime more than 60 days prior to the termination of this Lease, may send written notice to Tenant advising of any changes to the Lease terms to take effect upon Tenant renewing the Lease. Without limitation, such changes may include changes to Base Rental for the upcoming term. Such letter shall be self operating and shall be binding upon Tenant by Tenant continuing in the Property in the renewal term.

After its expiration, this Lease shall continue from year to year unless either Landlord or Tenant notifies the other in writing at least 60 days prior to the end of a **two-year term** of Landlord's or Tenant's intention not to renew the Lease. In the event neither party terminates and a renewal term commences, such term shall be on the same terms and conditions as are contained in this Lease except for any changes made in accordance with the preceding paragraph (unless changed by letter). The monthly Base Rent for the renewal term shall be 105% of the then-existing monthly Base Rent.

TENANT, ON TENANT'S BEHALF AND ON BEHALF OF ANYONE CLAIMING THROUGH TENANT, AND ON BEHALF OF ANY MINOR FOR WHICH TENANT IS A PARENT OR NATURAL OR LEGAL GUARDIAN UNDER MARYLAND LAW AND WHICH HAS ANY CLAIM RELATING TO THE APARTMENT AND/OR THE PROPERTY, BY RENEWING ITS LEASE HEREUNDER FOR ANY

SUBSEQUENT TERM, AND AS A CONDITION PRECEDENT THERETO THE TENANT HEREBY RELEASES LANDLORD FROM ANY AND ALL OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, OR CLAIMS EXISTING AS OF SUCH RENEWAL DATE FROM THE DATE OF CREATION, KNOWN OR UNKNOWN, CONTINGENT OR FIXED, LIQUIDATED OR UNLIQUIDATED, EXISTING IN ANY WAY BASED ON ACTIONS OF LANDLORD OR RELATING TO THE APARTMENT OR THE PROPERTY AS OF SUCH RENEWAL DATE (INCLUDING WITHOUT LIMITATION ALL CLAIMS FOR EXPOSURE TO OR INGESTION OF LEAD PAINT, LEAD DUST, OR ANY OTHER FORM OF LEAD CONTAMINATION). TENANT, BY CONTINUING ITS TENANCY BEYOND ANY RENEWAL DATE SPECIFICALLY EFFECTUATES THIS RELEASE AS OF SUCH DATE. LANDLORD HAS RELIED ON THE RECEIPT OF THIS RELEASE IN ORDER TO ALLOW TENANT TO RENEW ITS TENANCY HEREUNDER.

Notwithstanding the self operating feature of certain paragraphs contained in this Lease, at Landlord's request, Tenant shall immediately execute any documents evidencing the foregoing and failure to do so shall constitute a default hereof.

DECLARACIÓN RELATIVA A LA COMPRENSIÓN DE CONTRATO DE ARRENDAMIENTO Y TODOS SUS TÉRMINOS:

ENTIENDO QUE ESTE CONTRATO DE ARRENDAMIENTO COMPLETO (Y TODOS LOS ACCESORIOS) ESTÁ ESCRITO EN INGLÉS. HE TENIDO LA OPORTUNIDAD DE REVISAR EL ARRENDAMIENTO EN SU TOTALIDAD Y ENTIENDO CADA PARTE DEL ARRENDAMIENTO Y ACCESORIOS. ESTOY TOTALMENTE DE ACUERDO A TODOS LOS TÉRMINOS Y CONDICIONES DEL MISMO.

DECLARATION ON THE UNDERSTANDING OF THE LEASE AGREEMENT AND ALL ITS TERMS:

I UNDERSTAND THAT THIS ENTIRE LEASE AGREEMENT (AND ALL OF THE ATTACHMENTS) IS WRITTEN IN ENGLISH. I HAVE HAD THE OPPORTUNITY TO REVIEW THE LEASE IN ITS ENTIRETY AND I UNDERSTAND EVERY PART OF THE LEASE AND ATTACHMENTS. I FULLY AGREE TO ALL OF THE TERMS AND CONDITIONS THEREIN.

Tenant:

Landlord:



3416 ELMLEY AVE, LLC

By:



EXHIBIT A

RECEIPT FOR SECURITY DEPOSIT

Shamel Simms (if more than one, jointly and severally, the "Tenant") has paid a security deposit of \$1574 (the "Security Deposit") to **3416 ELMLEY AVE, LLC**, a Maryland limited liability company ("Landlord") for **3416 Elmley Ave Baltimore, MD 21213**, Tenant has been informed of the following:

(1) The right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy (absent such request, Tenant agrees that as of the date of this Lease, the Property is in good working order without any damage whatsoever);

(2) The right to be present when the landlord inspects the Property at the end of the tenancy in order to determine if any damage was done to the Property if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant's intended move, of the tenant's intention to move, the date of moving, and the tenant's new address;

(3) The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving;

(4) The landlord's obligation to notify the tenant in writing of the date of the inspection;

(5) The tenant's right to receive, by first class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy;

(6) The obligation of the landlord to return any unused portion of the security deposit, by first class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy; and

(7) A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

(8) Landlord may at anytime during the Lease (or at its termination) apply all or any portion of the Security Deposit to pay for any damage to the Property during Tenant's use thereof (including without limitation repair of any holes made by Tenant to hang pictures or the like), any unpaid rent, any loss of rent by Landlord as a result of Tenant vacating the lease prior to the end of the Lease Term, Tenant's failure to properly maintain any utilities or for any other breach hereunder.

(9) Landlord may send written notice to the Tenant of the proposed transfer of the Property in which Landlord indicates the amount of security deposit then held by Landlord for Tenant's benefit. Unless such amount is contested by Tenant in writing within five (5) days of the date of such notice, Landlord's subsequent liability for the security deposit shall be the difference between:

- a. The amount contained in such notice; reduced by
- b. The amount of security deposit actually paid over or credited to the new owner.

Tenant:

Landlord:



3416 ELMLEY AVE, LLC

By:



EXHIBIT B

RULES AND REGULATIONS

TENANT AGREES NOT TO:

1. PETS: Keep any pets in or about the Property without prior written permission of Landlord.
2. FURNITURE: Keep any water contained furniture in or about the Property without prior written permission of Landlord.
3. WALL PAPER, PAINT and MIRRORS: Apply contact paper, wallpaper or mirrors to the Property and will not change type or color of paint within the Property without prior permission of Landlord.
4. PORTABLE HEATERS: Store, install or operate, in or about the Property unvented, portable kerosene – fired heaters.
5. LOCKS: Change the locks on the doors of the Property or install additional locks, chains or other fasteners without the prior written permission of Landlord. Upon termination of the tenancy, all keys to the Property must be returned to Landlord. If tenant shall fail to comply with this Rule, Tenant shall pay Landlord Fifty Dollars (\$50.00) for reimbursement of the cost of changing of re-keying locks.
6. ADVERTISING: Display any advertising, sign, or notice, inside or outside the Property.
7. FIRE RISK/HAZARD : Store in the Property or any storage area any materials of any kind or description that is combustible, or would increase the risk of fire, or keep lit candles or any open flame that is not being attended to or watched thoroughly.
8. LAWS AND INSURANCE: Do anything that would violate any law or increase the rates on the Property.
9. DAY CARE CENTER: Provide, for consideration, in or about the Property, substitute parental or guardianship care or supervision of children not related to the Tenant by blood.
10. SWIMMING POOLS: Maintain within the Property any swimming pool without the prior written permission of the landlord.
11. STORAGE AREAS: Allow the use of any storage areas in or about the Property for the residential quarters of any person or animal.
12. SMOKING: Smoke any form of tobacco products or otherwise in the Property.
13. CRIME: Commit any misdemeanor or felony while a Tenant under this Lease.

TENANT AGREES TO:

13. CONDITION OF APARTMENT: Keep the Property in a neat, clean and sanitary condition.
14. PAINT: Notify the Landlord of any flaking or chipping paint found either on the inside or the outside of the Property.
15. TRASH: Tenant agrees to place all personal trash and trash bags in the trash-cans designated for the property. Any trash bags not placed in the designate trash-cans, either left in or around the Property, will result in a \$100 fine per occurrence. Such fines will be due within 3 days of request from Landlord to Tenant and shall be deemed additional rent under the Lease.

TENANTS INITIALS  

Tenant hereby acknowledges that they are NOT an active member of the military

Tenant Initials  