

## RESIDENTIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is made this 06/23/2026, by  
and between:

Landlord(s): Ferdinand Sarausa

Tenant(s): Chloe Stear, Anna DuVall, Justin Vance

If applicable, Co-Signer(s): \_\_\_\_\_

If more than one Tenant is named, Tenants are collectively referred to herein as "Tenant"

All adults aged eighteen (18) and over who will occupy the Property (as defined below) must sign this lease. If an individual who occupies the rental becomes eighteen (18) during the lease term, they will be required to sign the lease renewal. "Occupy" means any person visiting or residing at the Property for more than fourteen (14) days total during any twelve (12) month period, without Landlord's prior written consent. The following is a list of minors who will occupy the Property along with the Tenant:

\_\_\_\_\_  
Landlord hereby agrees to lease to Tenant the premises located at  
104 N Dallas St, Baltimore, MD 21231

(the "Premises") under the following terms and conditions. Tenant hereby acknowledges that the Property is in a habitable, reasonable, and safe condition. Tenant agrees to give immediate notice of any defects at the premises which constitute a serious threat to life, health, or safety.

### 1. PROPERTY MANAGER

The property management company for the Premises is Sungate Property Management, LLC ("Property Manager").

## 2. TERM OF LEASE

This is a 12 months Lease ("Lease Term"), commencing on 07/01/2026 (the "Commencement Date"). The last day of the Lease is 06/30/2027 (the "Expiration Date").

An additional prorated amount of N.A. (N.A.) dollars for the period of \_\_\_\_\_ through \_\_\_\_\_ will be due at the time of lease signing.

## 3. AUTOMATIC RENEWAL PROVISION - Read carefully prior to signing below

This Lease shall continue in force on a **month-to-month basis** after the expiration of the initial term, unless renewed or terminated as described below. Either party may terminate the month-to-month tenancy by providing **written notice at least sixty (60) days** prior to the last day of the desired rental month. During any month-to-month period, all terms and conditions of this Lease shall remain in effect unless otherwise modified in writing.

At the Landlord's sole discretion, the Landlord may issue a **written Renewal Notice** prior to the expiration of the Lease term. The Renewal Notice shall include the proposed renewal term and may contain changes to the rent, fees, or other lease terms. Unless the Tenant provides written notice **rejecting the Renewal Notice within fifteen (15) calendar days** of its delivery, the Tenant shall be deemed to have **accepted the new terms**, and the Lease shall automatically renew accordingly without the need for further action or signature. All notices must be delivered in accordance with Section 32 of this Lease, including by email if permitted therein.

If Tenant wishes to **terminate the Lease at the end of the current term**, regardless of any Renewal Notice received, Tenant must provide written notice **at least sixty (60) days prior to the lease expiration date**. Failure to provide such notice shall result in the Lease either automatically renewing under the terms of the Renewal Notice or converting to a month-to-month tenancy as described herein.

The tenancy created under this Lease shall otherwise continue from month-to-month after the expiration of the then-existing term, subject to the same covenants, agreements, rules, and regulations, until either party:

(i) delivers a 60-day written notice of intent not to renew, or

(ii) the Lease automatically renews due to Tenant's failure to timely reject the Landlord's Renewal Notice.

**Landlord is under no obligation to offer a renewal.** If no Renewal Notice is issued and either party gives 60-day notice, the Lease shall end at the close of the current term. Landlord may, at its sole discretion, require that the Tenant vacate the premises at the lease expiration date, regardless of whether a renewal is offered.

**Any renewal is contingent upon a satisfactory final inspection** of the premises. The inspection will be conducted no later than the expiration date of the current lease term or within two (2) weeks of the renewal period, whichever occurs first. If the inspection is unsatisfactory, or if the Tenant fails to provide access to the Landlord's representatives or vendors for such inspection, the Landlord reserves the right to cancel the renewal and terminate the Lease. In that case, the Lease shall either terminate on the lease end date or sixty (60) days after written notice from the Landlord, whichever is later.

Chloe Stear

Tenant Signature

Anna DuVall

Tenant Signature

Justin Vance

Tenant Signature

Tenant Signature

#### 4. OTHER FORMS AND AGREEMENTS MADE PART OF THIS LEASE

- a. Addendum #1: Maryland Receipt of Security Deposit Addendum
- b. Addendum #2: Pest Addendum
- c. Addendum #3: Bedbug Addendum
- d. Addendum #4: Water Addendum
- e. Addendum #5: Multiple Tenant Security Deposit Addendum
- f. Addendum #6: Pet Addendum
- g. Addendum #7: Tenant Bill of Rights
- h. Addendum #8: \_\_\_\_\_

## 5. TENANT'S INSPECTION

- a. Landlord represents that all major mechanical, plumbing, and electrical systems are in good condition at the time Tenant takes possession of the Premises.
- b. Tenant has inspected the Premises prior to signing this Lease and prior to occupancy. Tenant represents that he/she is relying upon Tenant's sole judgment in entering into this Lease and not upon any statements, except the statements in Section 4.a. of this Lease, made by Landlord. Tenant acknowledges that the Premises are in good condition and accepts the Premises "As Is". Tenant accepts the Premises subject to all applicable zoning, municipal, city, state and federal laws, ordinances and regulations governing the use of the Premises, and subject to any covenants, easements, and restrictions of record.
- c. If upon moving into the Premises Tenant discovers anything about the Premises that is unsatisfactory, Tenant agrees to report such conditions to Landlord, in writing, within three (3) days of taking possession of the Premises. Tenant agrees that any failure to report in writing such conditions is binding proof that the Premises are in good condition at the time of occupancy.

## 6. RENT

- a. Tenant agrees to pay to Landlord as base rent the sum of Two thousand five hundred dollars (\$2,500.00) per month on, or in advance of the first day of each month throughout the term of this Lease without demand, diminution, deductions, or offsets, and such obligation to pay rent is independent of any other clause in this Lease.
- b. If rent has not been received by 9:00 a.m. on the fifth day of each month, Tenant will be charged a late fee in the amount of 5% of the monthly rent. Failure to pay rent within five (5) days from the first day of each month shall constitute a material default, and Landlord may use any remedy provided under the terms of this Lease and applicable law.
- c. If Tenant's check is dishonored or returned unpaid for any reason to Landlord, or if online payment is reversed due to insufficient funds or any other reason, then Tenant agrees to pay as Additional Rent a service charge in the amount of \$65.00.

Landlord will only accept certified funds if two (2) returned payments occur within an eighteen (18)-month period of time.

d. The Security Deposit and the first month's rent must be paid prior to the Tenant moving into **the Premises**.

## 7. PAYMENT OF RENT

a. The base rent and all other charges due from Tenant under the terms of this Lease, regardless of whether those charges are designated as "rent," "additional rent," or otherwise shall be deemed rent and collectible as rent.

b. Rent and any other amounts due under the terms of this lease must be paid by one of the following methods. The landlord or their agent reserves the right to restrict, limit, reduce or add to these available payment methods at any time.

c. Available payments options are:

- eCheck using your Checking Account, through AppFolio, the Resident portal
- ePay using your Credit/Debit Card, through AppFolio, Resident portal

Please be advised that all payments made via ACH (Automated Clearing House) or credit/debit card will incur a convenience fee. These fees are applied by our payment processing provider and are not retained by the Management. The convenience fee amount will vary depending on the payment method used and will be clearly displayed at the time of payment. We encourage Tenants to review the fee details before completing any transaction.

d. All payments received will be applied to the oldest outstanding balance first. This means that if there is any unpaid rent or fees from previous months, any new payment will be credited toward that prior balance before being applied to the current month. As a result, late fees may still be assessed for the current rent if the previous balance has not been fully satisfied.

## 8. SECURITY DEPOSIT

Landlord hereby acknowledges receipt from Tenant of the sum of Two thousand five hundred dollars (\$\$2,500.00), paid prior hereto, to be held by Landlord as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the Premises, appliances, furnishings and other property owned by the Landlord.

Property Manager shall have the sole authority to:

1. Assess the condition of the Property.
2. Determine which repairs are necessary to return it to the condition it was in as of the starting date of this Lease.
3. Decide which damages or deficiencies are the Tenant's responsibility versus those that fall under the Landlord's responsibility.

Final determinations as to any deductions from the Security Deposit will be made by the Property Manager after reviewing all documentation—including inspection reports, photographs, invoices, and professional assessments—collected during the move-out process. Invoices will be provided by the Property Manager (licensed contractors, MHIC #: 145140) or by a third-party vendor if they performed the service.

It is understood and agreed, however, that regardless of such Security Deposit, rent shall be paid when due and in accordance with the terms of this Lease. **Tenant may not use the Security Deposit as rent and may not apply the same as last month's rent.**

- a. Tenant has the right to be present when the Landlord or the Landlord's agent inspects the Premises in order to determine if any damage was done to the Premises. Tenant must provide the Property Manager with a written notice of non-renewal in accordance with the minimum notice requirement established in Section 3 (Automatic Renewal Provision). This notice must include the Tenant's move-out date and a forwarding address and may be submitted by email or other written form. Upon receipt of such notice, the Property Manager will coordinate a move-out walkthrough if requested. The inspection may occur within five (5) days before or after the stated move-out date. The exit walkthrough is for internal use only. Any feedback provided at

the time of the walkthrough is informational and does not constitute a final assessment of the Property's condition or any potential deductions. All deductions will be determined solely by the Property Manager after reviewing all documentation, including photos, inspection notes, and vendor or contractor reports.

b. All tenants and occupants hereby acknowledge that the person or persons attending any visual inspections initial walk-throughs, and/or exit walk-throughs, whether performed by the Owner, Property Manager, its agents, techs or vendors, is the person(s) authorized to sign and act on behalf of all the lessees.

c. The Landlord shall return the balance of the Security Deposit, if any, to Tenant at the Tenant's forwarding address upon Tenant vacating the Premises, return of the keys to the Landlord, and termination of this Lease according to the terms herein. The balance of the Security Deposit shall be returned to Tenant within forty-five (45) days after Tenant vacates the Premises, along with an itemized statement concerning any deductions from the Security Deposit for damages and/or costs incurred by the Landlord.

d. If the Premises are not deep cleaned by the end of the tenancy, the Landlord shall hire professional cleaning services at the Tenant's expense, with a **minimum charge of \$250.00**. Additional charges may apply for excessive cleaning needs beyond a standard deep clean. Invoices will be provided from the Property Manager's services (MHIC #: 145140) or from third-party vendors if they are the ones performing the service.

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

f. The Security Deposit will be returned only after this Lease has fully terminated or ended, and all tenants have vacated the Premises and returned all keys. No partial return of the Security Deposit will be made in the event that one or more tenants vacate early; any allocation or distribution of the Security Deposit among co-tenants is solely their internal responsibility.

g. In the event of a sale of the property upon which the Property is situated or for the transfer or assignment by the Landlord of this Lease, the Landlord has the obligation to transfer the Security Deposit to the new landlord or Manager. After the transfer is made and after written notice of sale is given to the Tenant with the name and address of the new landlord, Landlord is released from all liability for the return of the Security Deposit and the Tenant must look solely to the new landlord for the return of the Security Deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the Security Deposit to a new landlord.

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

If the Security Deposit funds are not received by the Management in full prior to the move-in date, this lease agreement shall be considered void and the tenants shall be required to vacate the premises immediately.

Chloe Stear  
Tenant Signature

Anna DuVall  
Tenant Signature

Justin Vance  
Tenant Signature

Tenant Signature

## 9. LEGAL OBLIGATIONS

Tenant hereby acknowledges that Tenant has a legal obligation to pay the Monthly Rent on time by the first (1st) day of each month and every month regardless of any other debts or responsibilities Tenant may have. Tenant agrees that Tenant will be fully liable for any Monthly Rent or Additional Rent owed.

Except as otherwise provided in this Lease or under applicable law, neither termination of this Lease nor recovery of possession of the Property shall constitute a waiver by Landlord of any available action by Landlord against Tenant for unpaid Monthly Rent or Additional Rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such events extinguish Tenant's obligation to pay all

Monthly Rent, Additional Rent and other sums due and owing to Landlord prior to or subsequent to such termination and/or recovery of possession. Tenant acknowledges that defaulting on this Lease could result in a judgment being filed against Tenant and in a lien being filed against Tenant's current and future assets and/or earnings.

#### 10. AUTHORIZED OCCUPANTS

The Premises shall be used solely for residential purposes. Only the Tenant(s) named in the Lease agreement and no others, except Tenant's after-born children are authorized to reside at the Premises. Tenant shall not move into the Premises any other person or add a roommate to the Premises without Landlord's written consent and doing so shall constitute a material breach of this Lease.

Tenant agrees to assume full responsibility for actions taken any person entering the Premises with Tenant's permission.

#### 11. UTILITIES

Tenant shall be responsible for the payment of all utilities including water, telephone, electricity, gas, heat, internet, and cable services. Utilities, except water, shall be placed in Tenant's name and paid directly by Tenant. Tenant shall pay the water bill, as per the Water Addendum. Any unpaid water bill shall be deducted from Tenant's Security Deposit at the termination of the Lease.

#### 12. USE OF THE PREMISES

- a. Tenant agrees to use the Premises as a PRIVATE RESIDENCE ONLY, and to comply with all laws, codes, ordinances, rules and regulations, including all health and housing codes and criminal laws applicable to the Premises and Tenant's use of the Premises.
- b. Tenant shall keep the Premises in a clean and sanitary condition. Tenant agrees not to permit any deterioration or destruction to occur while occupying the Premises. Tenant agrees to maintain the walls, woodwork, floors, furnishings, fixtures, appliances, windows, screens, doors, and any fences.

c. Tenant shall dispose of all rubbish, garbage, and other waste in a clean and safe manner and in accordance with local rules and regulations.

d. Tenant shall not discard any debris, grease, paper towels, Q-tips, diapers, tampons, newspaper, food, clothing, rags, children's toys, or any other matter in the sink drain or toilets. Tenant is encouraged to use a drain filter in kitchen sinks to avoid potential problems. Tenant agrees to pay the entire amount of any charges incurred by Landlord, as additional rent, for sewer cleaning services and plumbing repairs because of Tenant's damage.

e. Tenant shall not to permit or facilitate any illegal conduct at the Premises.

f. Tenant shall not to engage in, facilitate or permit any kind of drug-related criminal activity or any other kind of criminal activity at the Premises. If Tenant, Tenant's family, employees, agents, guests and/or invitees engage in, permit, or facilitate any drug-related or other kind of criminal activity at the Premises, Tenant shall be deemed to have substantially and materially breached this Lease 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 or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 U.S.C. §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.

g. Tenant shall leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and wallpapering) to the Premises. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, be the property of the Landlord and remain with the Premises.

h. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

- i. Tenant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so.
- j. Tenant shall conduct himself/herself and require all other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their properties.
- k. The A/C condensation line and/or the washing machine's drainage hose may empty into the laundry room sink. The sink's drain must be regularly cleaned and kept free of any debris to avoid possible overflow or flooding. Failure to clean the drain may result in flooding that could cause significant water damage. It is the Tenant's responsibility to ensure the drain remains clear. Failure to do so will be the Tenant's financial responsibility for any water damage.
- l. It is the Tenant's responsibility to keep exterior drains leading to the basement clear of leaves and debris. Failure to do so will be the Tenant's financial responsibility for any water damage and/or cleanup.
- m. It is the Tenant's responsibility to clean the dryer lint trap after each use. Failure to do so will be tenant's responsibility.
- n. The Property's landscaping must be properly maintained by the Tenant, on a regular basis, during the active growing season (March – October). This includes cutting the grass, trimming the shrubs, and trimming any tree limbs.
- o. The Landlord is not responsible for any lost pets due to any gates being left open, or openings in the fencing.
- p. Window A/C units, lawn maintenance equipment, gas grills, etc. left by the Landlord as a courtesy to the Tenant will not be repaired or replaced under any circumstances.
- q. Tenant shall ensure that Tenant's family members/invited guests, shall observe and comply with the rules set forth in or attached to this Lease, and with such further rules and regulations and modifications thereof as Landlord may from time to time adopt concerning use of the leased Premises.

r. If Tenant is given permission to enter possession of the Property prior to the Commencement Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy unless otherwise agreed to between parties.

s. Tenant warrants that he/she will meet the above conditions in every respect and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Lease.

### 13. NO SMOKING

No smoking is permitted inside or on the outside of any part of the Premises by Tenant or Tenant's family, guests, employees, agents, or other invitees. Tenant shall be liable for any and all damages caused by smoking to the Premises including the cleaning, and/or replacement if necessary, of any part of the Premises or the contents of the Premises including, without limitation, walls, fixtures, appliances, furnishings, carpets and drapes. Tenant shall also be responsible for any burns, fires or other damages caused by Tenant's or Tenant's family, guests, employees, agents, or other invitees smoking.

### 14. SNOW AND ICE

Tenant agrees to be responsible for all snow removal from driveways, porches, steps, walkways, sidewalks-both private and public. Tenant also agrees to be responsible for winterizing the exterior and unheated water lines and hose bibs (faucets).

### 15. LANDSCAPING AND EXTERIOR MAINTENANCE

a. Tenant agrees to maintain the existing landscaping at the Premises by watering, weeding, and cutting and raking the grass as necessary. If Tenant fails to maintain the landscaping, Landlord may, but is not required to, use a professional landscaper to provide the services. The Tenant will then be billed for those services as additional rent, and collectible as such.

b. Tenant shall not park any vehicle, including motorcycles, on landscaped areas (including lawn) of the Premises. Junk cars, cars on blocks, non-functional vehicles, or

unlicensed vehicles are not permitted on the Premises. Removal will be at the expense of Tenant.

#### 16. PARKING

Unless otherwise agreed or this Lease expressly provides Tenant parking accommodations, Tenant is responsible for parking.

#### 17. PETS

No pets (including, but not limited to, dogs, cats, birds, reptiles, or insects) may be kept on the Property without the prior written permission of the Landlord. If pets are allowed, an addendum containing pet provisions (the "Pet Addendum") must be attached to this Lease. If it is discovered that there is a pet on the Property without a signed Pet Addendum, the Tenant will immediately be billed up to a \$500.00 additional non -refundable pet fee per pet and charged monthly pet rent retroactive from the Effective Date. This action is also considered breach of the terms of the Lease and could result in termination of the Lease. A service animal is not a pet. In order for Landlord to approve a service animal as a reasonable accommodation for a disability related need, Tenant must sign and provide documentation at our request.

#### 18. NOTICES OF VIOLATION / FINES

If any police, administrative agency, or other regulatory or enforcement authority issue to Landlord or Tenant a Notice of Violation, take an enforcement action, impose a fine, or issue a warning or order on account of Tenant's or Tenant's family, employees, agents, guests and/or invitees conduct or occupancy of the Premises, Tenant shall indemnify and save Landlord harmless from all charges, fines, costs, losses, claims or damages in connection therewith including, without limitation, attorney's fees, court costs, and administrative costs.

#### 19. TENANT'S INSURANCE

Tenant agrees to obtain and maintain, at Tenant's sole expense, during the Term of this Lease and any subsequent renewal periods, the following policies of insurance coverage:

a. **Required Insurance Coverage**

i. **Liability Insurance:** Tenant shall maintain a policy of personal liability insurance with limits of liability not less than \$100,000 per occurrence. This coverage must include, at a minimum, Tenant's legal liability for damage to Landlord's property caused by fire, smoke, explosion, water damage, sewer or drain backup, or similar events. The policy must name Property Manager (Sungate Property Management, LLC) as an **Additional Insured**.

ii. **Personal Property Insurance:** Tenant acknowledges that Landlord is not responsible for loss, damage, or destruction of Tenant's personal property for any reason, including but not limited to fire, theft, water damage, natural disasters, utility interruptions, or the acts or negligence of others. Tenant is responsible for securing a renter's insurance policy that includes coverage for personal belongings and any desired additional living expenses.

b. **Proof of Insurance**

i. Tenant must provide written proof of both required policies:

- **No later than seven (7) days from the Lease Commencement Date**, or Tenant will be automatically enrolled in the Landlord's Lessor's Legal Liability Insurance Policy (LLIP) beginning on the Lease start date.
- Again at the time of each renewal.
- Upon request by Landlord or Property Manager at any time during the Lease.

Failure to provide timely and satisfactory proof of insurance coverage shall constitute a breach of the Lease Agreement.

c. **Lessor's Legal Liability Insurance Policy (LLIP)**

i. In the event that Tenant fails to maintain required insurance or provide proof within the time specified, Landlord reserves the right, but not the obligation, to obtain LLIP for the Premises.

- LLIP **does not** cover Tenant's personal property, additional living expenses, or any liability arising out of bodily injury or property damage to others.
- LLIP **is not** personal liability insurance or renter's insurance. If Tenant requires these coverages, it is their responsibility to secure a separate renter's insurance policy through an insurance provider of their choice.

ii. If LLIP coverage is activated:

- Tenant agrees to pay **\$11.99 per month**, which will be added to Tenant's monthly rent.
- This charge will continue until satisfactory proof of required coverage is provided.
- No prorated refunds will be given for partial months of LLIP coverage.
- If Tenant purchases required renter's insurance after LLIP has been activated, the LLIP charge will only be discontinued upon Landlord's receipt and approval of valid proof of coverage.

iii. If at any time Tenant allows their purchased renter's insurance policy to lapse in breach of this Lease, Landlord may, without further notice, activate LLIP and add the cost to Tenant's rent.

d. **Liability for Losses**

i. Tenant remains financially responsible for:

- Any loss or damage to Landlord's property that exceeds the coverage limits of Tenant's required insurance.
- Any losses or claims not covered by Tenant's insurance.
- Any liability to third parties for bodily injury or property damage, regardless of LLIP coverage.

e. **Subrogation Waiver**

i. Tenant waives any right of subrogation against Landlord to the fullest extent permitted by law.

*Chloe Stear*

Tenant Signature

*Anna DuVall*

Tenant Signature

*Justin Vance*

Tenant Signature

Tenant Signature

## 20. NO ASSIGNMENT OR SUBLEASE

Tenant agrees that this Lease shall not be assigned in whole or in part nor shall any portion of the Property be sublet without the prior written consent of the Landlord. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect.

Landlord may elect to accept Rent directly from any assignee or subtenant, but the acceptance of Rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

## 21. ALTERATIONS

- a. Tenant shall make no alterations, additions, changes or improvements to the interior or exterior of the Premises, change the interior or exterior color of the Premises, re-paint or wallpaper the interior or exterior of the Premises, change the architectural treatment of the Premises, or install any exterior signage, without the Landlord's prior, written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the Premises, whether made by Landlord or Tenant, shall become the property of Landlord, and shall remain upon, and be surrendered with the Premises as a part thereof, at the expiration of the Lease Term.
- b. Tenant shall not replace, remove, or install any additional locks on the Premises without written consent by the Landlord. In the event Landlord consents to the replacement or installation of locks, then Tenant, immediately upon installation, shall provide Landlord, at Tenant's expense, with duplicate keys to such locks.
- c. Tenant shall have the right to decorate the Premises and to make such other interior, non-systematic, non-mechanical, non-structural additions (i.e. hang pictures using standard picture hangers) as Tenant shall deem expedient or necessary for Tenant's purposes so long as those are reasonable. Tenant shall not drive screws or use thumb tacks or push pins on the walls or woodwork. Adhesive hangers are not permitted.

d. Tenant shall indemnify and hold Landlord harmless from and against all expenses, liens, claims, or damages to either property or person which may or might arise because of Tenants making any additions, improvements, alterations, and/or installations in, or with respect to, the Premises. Any additions, improvements, alternations and/or installations in, or with respect to, the Premises authorized by Landlord must conform to all laws, rules, regulations, ordinances, codes (including fire rules, regulations and codes) and requirements. Tenant or Tenant's contractors shall procure all necessary permits before making any additions, improvements, alterations and/or installations and Tenant shall employ licensed and bonded professional contractors, use materials of good quality, and ensure that all work is performed in a good and workmanlike manner. Prior to the commencement of any work, Tenant shall provide Landlord copies of all contracts, permits and plans related to the proposed work. Tenant shall also provide Tenant with the names of all contractors.

e. Tenant shall not install or remove any equipment or wiring including but not limited to, screens, locks, smoke detectors, alarm systems, or security devices, unless Tenant has Landlord's written consent.

f. Tenant shall not install any washer, dryer, dishwasher, or use a portable washer, dryer, dishwasher or heater (except where a hook-up is provided, and Landlord confirms in writing).

## 22. FIRES AND CASUALTY

No goods or materials of any kind or description that are combustible may be taken or placed in a storage area of the residence itself. Tenant shall not in any way obstruct any public sidewalks, nor permit anything to be done in the Property contrary to the rules and regulations of the fire department, health department, or of any other government agency. If the Property becomes uninhabitable by reason of fire, explosion, or by other casualty, Landlord may, at its option, terminate this Lease or repair damages within thirty (30) days. If Landlord does not make repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Landlord elects to repair damages, rent shall be abated and pro-rated from the date of the fire, explosion, or other casualty to the date of re-occupancy, providing that during repairs, Tenant has vacated and removed Tenant's possessions as required by Landlord. The date of re-occupancy shall be the date of notice that residence is ready for occupancy. Landlord is not obligated to provide alternative housing while the repairs are being done. Landlord is not responsible for damages to

Tenant's personal property caused by fire or other casualty unless caused by Landlord's Gross negligence. If the fire or other casualty is caused by Tenant or Tenant's family members, guests, visitors, occupants, or invitees, Tenant shall remain responsible for Rent and pay for all damages and repairs as Additional Rent.

### 23. MAINTENANCE AND REPAIRS

- a. The Tenant will receive no rent deduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct.
- b. Tenant shall be responsible, at Tenant's expense, for minor maintenance items including, without limitation, replacing lightbulbs with ones of appropriate wattage, electrical fuses, refrigerator filters, HVAC filters, batteries in any battery-operated appliances, and keeping the sidewalk free of snow, leaves, trash and debris.
- c. Landlord is responsible for normal wear and tear repairs and improvements to the Premises. If Tenant maliciously causes damages to Premises, or damage beyond ordinary wear and tear, Tenant will be charged for the repairs. Tenant acknowledges responsibility for any damages caused by Tenant's negligence or the negligence of Tenant's family, employees, agents, guests, or invitees.
- d. Landlord shall be responsible for normal wear and tear repairs to the Premises, its equipment and appliances furnished by Landlord. However, if Tenant, Tenant's family, employees, agents, guests, or invitees maliciously damage the Premises, its equipment or appliances, or cause damage beyond ordinary wear and tear, Tenant shall be responsible for the cost, including all labor and material, to repair the damage to the Premises or repair or replace its equipment and appliances.
- e. Tenant must give Landlord prompt notice of the need for any repairs. In the event Tenant fails to give Landlord prompt notice of the need for repairs, Tenant shall be liable to Landlord for any increased cost of repairs arising out of such failure.
- f. Landlord has installed smoke detectors in the Premises and said detectors are in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with such detectors or otherwise permit the

detectors to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detectors periodically and to report any malfunction to the Landlord. Tenant assumes all liability to test the detectors and hereby exonerates Landlord from all liability resulting from any defective detectors which Tenant shall not have specifically reported to Landlord in accordance with the NOTICE section of this Lease.

#### 24. LEAKS, MOLD, AND PESTS

a. Tenant agrees to notify Landlord immediately if the roof, windows of any other part of the Premises leak, water stains or spots appear on ceiling, wall, floor or any other part of the Premises, or at the first sign of pest or vermin activity.

b. Tenant shall remove any visible moisture accumulation in or on the Premises, thoroughly dry any such area as soon as possible after any such accumulation and keep the temperature and moisture in the Premises at reasonable levels. Tenant shall immediately notify Landlord of the presence of any water leak, excessive moisture or standing water in the Premises, and shall further notify Landlord of any mold growth in or on the Premises and of any malfunction in any part of the heating, air conditioning or ventilation system in the Premises. Tenant further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

c. Tenant shall notify Landlord immediately upon any rodent or other pest infestation. Tenant shall not use any form of pesticides (including rat poison, roach sprays, etc.) without the prior, written consent of the Landlord. Landlord is not obligated to provide temporary housing due to pest infestations unless the pest control company deems the property is not habitable.

#### 25. UNWARRANTED SERVICE CALLS AND NO-SHOWS

If Tenant submits a maintenance request, pest control complaint, or report of leaks or other issues that require an inspection, and no evidence of the reported issue is found, Tenant shall be responsible for the cost of the service visit, **up to \$150.00 per occurrence**. This includes, but is not limited to:

- a. Pest control visits where no active infestation or evidence of pests is found.
- b. Maintenance calls where the reported issue is found to be non-existent, due to improper use, or due to Tenant's negligence under the lease.

- c. Reports of leaks, mold, or other damage where no evidence supports the claim.

In addition, if Tenant fails to provide access to the Premises for scheduled service calls or maintenance visits, or if Tenant requires to be present and is not present for the scheduled visit, the Tenant will be responsible for any costs associated with the missed appointment, **up to \$150.00 per occurrence**. This includes, but is not limited to, failure to grant access or no-show situations where the technician or service provider arrives but cannot perform the required work.

The cost of the visit, including no-show charges, will be billed to Tenant's ledger and must be paid within 30 days of the invoice. Repeated instances of unwarranted service calls or no-shows may result in additional administrative fees or may constitute a breach of lease.

## 26. RIGHT OF LANDLORD TO ENTER PREMISES

a. Tenant agrees that Landlord and Landlord's agents and employees shall have the right to enter, upon 24 hours' notice, the Premises by master key or, if necessary, by force, to inspect or make any alterations or repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate, to enforce any provision of this Lease, or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore, or damages by reason thereof.

b. Landlord will make necessary repairs with commercially reasonable promptness after receipt of written notice from Tenant of the nature and extent of said condition requiring repair. Tenant agrees to promptly notify Landlord of any condition which is the obligation of Landlord to repair or replace. When a maintenance request is made, the request will serve as notice to the Tenant that a maintenance technician will be entering the property in reasonable time, and the maintenance request will also serve as permission from Tenant that maintenance technician may enter to inspect and repair pursuant to the maintenance request. Landlord shall maintain, and/or repair/replace the plumbing, heating, cooling, electrical systems, appliances, and the exterior walls and roof of the Property. Tenants agree and acknowledge that Landlord has permission to enter the Premises for preventative maintenance, as well as for inspection of the Premises and for any emergency inspection and/or repair.

c. If Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising Landlord's rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises by the Tenant, after the Tenant has vacated.

## 27. DEFAULT

a. Failure to pay rent and other charges as specified in this Lease constitutes a default. In the event of such default, the Landlord may use any remedy available under this Lease and/or applicable law, including taking all appropriate legal action for repossession of the Premises and for unpaid rent.

b. In addition to failure to pay rent, Tenant shall be in default if: (a) Tenant, or Tenant's guests or invitees, violate any provision of this Lease, Landlord's rules, or fire, safety, health or criminal laws, regardless of whether arrest or conviction occurs; (b) Tenant abandons the Premises; (c) Tenant gives incorrect or false information in the rental application; (d) Tenant, or Tenant's guests or invitees or other occupants, is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential harm to a person, or involving possession, manufacture or delivery of a controlled substance, or drug paraphernalia under State or federal law; (e) illegal drugs or paraphernalia are found on the Premises; or (f) Tenant, or Tenant's guests or invitees or other occupants, by reason of objectionable or improper conduct on the part of the Tenant, or Tenant's guests or invitees or other occupants, cause annoyance to neighbors. In the event of such default, the Landlord has the right to terminate this Lease by giving Tenant personally or by sending to Tenant via first class mail a thirty (30) day written notice to quit and vacate the Premises containing in such notice the basis for the termination.

c. However, in the event the breach of Lease involves behavior by Tenant or a person on the Premises with Tenant's consent, which demonstrates a clear and imminent danger to Tenant or person doing serious harm to themselves, the Landlord, the Landlord's property or representatives, or any other person on the Premises, the Landlord shall have the right to terminate this Lease by giving Tenant or person in possession personally or via first class mail a fourteen (14) day written notice to quit

and vacate the Premises containing in said notice the basis for the termination.

d. The Landlord at the expiration of such notices described above, or any shorter period conferred by law, may use any remedy provided by law for the restitution of possession of the Premises and/or the recovery of delinquent rent.

e. In an action by Landlord to recover possession of the Premises, including an action for failure to pay rent, Tenant shall pay Landlord's court costs, attorney's fees, service fees, and any other legal costs *only if a judgment of possession is granted in favor of the Landlord*. In such cases, the court filing fees may be deducted from the Tenant's security deposit if the lease includes a provision for this deduction. The Landlord may not collect filing fees from the Tenant in any other manner.

## 28. HOLD HARMLESS

a. Tenant shall indemnify and save Landlord harmless from all losses, claims or damages as a result of any accident, injury or damage, including liability arising from death, to any person or property occurring anywhere on or about the leased Premises during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the Tenant's family, employees, agents, guests and/or invitees.

b. Landlord shall not be liable for any injury, damage or loss caused by theft, vandalism, fire, water, smoke, explosions, or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord.

c. Landlord shall not be liable for any loss or damage to property of Tenant caused by vermin, fire, or by water (i.e. rain, storm water, open window, clogged toilet or sink, overflowing bathtub, pipe break, stream, sewage overflow or any other source) that may leak into, or flow from, any part of the Premises unless the damages are caused by Landlord's negligence or violation of law, such claim for damages being expressly waived by Tenant.

## 29. NON-DISPARAGEMENT

Tenant agrees to communicate any concerns regarding the Premises or the Landlord in a respectful and constructive manner and that failure to communicate in such manner may result in termination of this Lease Agreement.

Unless there's proven Property Manager's negligence, Tenant agrees not to make any written or verbal statements, publicly or privately, that could reasonably be interpreted as disparaging, defamatory, or damaging to the Landlord, the Property, or the Landlord's business or reputation. This includes, but is not limited to, comments made on social media, online review platforms, or to third parties.

Any breach of this clause may result in legal remedies, including but not limited to injunctive relief or damages as allowed by applicable law. The non-breaching party shall notify the breaching party of the breach in writing and provide an opportunity to resolve the matter amicably within ten (10) days from such written notice before pursuing further legal action.

## 30. TERMINATION OF LEASE

Tenant may terminate this Lease prior to the expiration of the Lease Term by paying the equivalent of two (2) months' rent. If the current Lease Term expires less than two months from the time the Tenant elects to terminate the Lease, Tenant shall pay the amount of rent that would be owed until the expiration of the Lease.

## 31. BREAK LEASE

If Tenant attempts to terminate this Lease prior to the Expiration Date (and any extensions thereof pursuant to any renewal terms), and does not meet the obligations under the Termination of Lease clause above, Tenant shall be in violation of this Lease and shall remain responsible for all Landlord's costs and damages resulting therefrom, including, but not limited to, payment of the Rent until the Property is re-rented or until the Expiration Date (as it may be extended), whichever comes first. Tenant shall not be released from its responsibilities under this Lease for any reason, including, but not limited to: school withdrawal or transfer, job transfer, marriage, separation, divorce, reconciliation, loss of co-Residents or loss of employment, unless specifically permitted by the terms of the Lease or by State or Federal law.

Upon strict compliance with this Section 26 and with the prior written consent of Landlord, Tenant shall have the option to terminate this Lease in advance of the Expiration Date (as the same may be extended) (the "Early Termination"). The parties hereby agree that in order to terminate this Lease early Tenant is required to:

1. Sign an early termination fee addendum ("Early Termination Form") in a form to be provided by Landlord;
2. Provide the signed Early Termination Form to Landlord no less than sixty (60) days prior to the date Tenant intends to terminate this Lease. The date Tenant intends to vacate the Property ("Vacate Date") shall be specified on the Early Termination Form, shall be the last day of the second month following delivery of the Early Termination Form (if notice is delivered on July 8, the Vacate Date would be September 30); and
3. Pay to Landlord a "Early Termination Fee" equal to two (2) months of the Monthly Rent following the Vacate Date (in other words, Tenant pays Rent through the Vacate Date, plus pay a fee equal to an additional two (2) months Monthly Rent). The Early Termination Fee, and any outstanding Rent or other charges, must be paid no later than the day Tenant vacates the Property and provide the keys to Landlord, thereby returning possession of the Property to Landlord.

If Tenant properly exercises its option for Early Termination with the consent of Landlord, Landlord shall release Tenant from any further Rent obligations pursuant to this Lease, excluding unpaid Rent or any charges for damages to the Property, which cannot be determined until after Tenant has vacated the Property. However, if you fail to strictly comply with this provisions of this Section 26(1)-(3) before vacating, then Tenant will be deemed to have waived the Early Termination option, Landlord may hold Tenant responsible for defaulting on this Lease and shall pursue all remedies available to us pursuant to law, including but not limited to reimbursement for reasonable attorney fees as set forth in this Lease.

### 32. MILITARY

Notwithstanding anything contained herein to the contrary, if on the Effective Date Tenant is on active duty with the United States military, and if Tenant subsequently receives a permanent change of station orders or temporary duty orders for a period in excess of ninety (90) days (collectively, the "Orders"), Tenant's liability for Rent under this Lease shall not exceed: (i) thirty (30) days' Rent after written notice and proof of the Orders is delivered

to Landlord in accordance with Section 34 hereof, and (ii) the cost of repairing any damage to the Property caused by an act or omission of Tenant. If Tenant was not on active duty with the United States military on the Effective Date, Tenant may terminate this Lease at any time after it enters into military service for the United States or the date Tenant receives its Orders by providing written notice to Landlord. Termination of this Lease pursuant to this Section 27 shall be effective thirty (30) days after the first (1st) date on which the next payment of Monthly Rent is due and payable after the date upon which written notice of such termination is received by Landlord.

MILITARY STATUS NOTICE. As of the Effective Date, is any person listed as a "Tenant" under the terms of this Lease a member of the United States Military?

☐ Military Yes

☒ Military No

### 33. SURRENDER OF PREMISES

Tenant agrees to surrender the Property and return all keys to Landlord at the end of the Initial Term, or any renewal thereof, in good, clean condition with all trash, debris, and Tenant's personal property removed. All appliances must be left in working order. Tenant shall have all carpets professionally cleaned after the Property has been vacated by the Tenant. If any painting or alterations occurred in the Property during the Term, Tenant agrees to restore the affected area to the original color. If not restored to original color and condition, Tenant agrees to pay for the restoration.

Furthermore, Tenant agrees to surrender the Property in good condition as it was at the beginning of the Lease, reasonable wear and tear excepted. Tenant shall be liable for any damages to the Premises, the contents of the Premises, and shall be charged any cleaning fees incurred by Landlord to have the Premises professionally cleaned.

### 34. TENANT HOLDOVER

a. Tenant has no right to retain possession of the Premises or any part thereof beyond the termination of this Lease. If Tenant does not surrender the Premises at the end of the Lease Term, Tenant shall indemnify and hold harmless Landlord from and against all claims for consequential damages due to an incoming tenant's inability to enter the Premises because of Tenant's holdover occupancy or other damages.

b. If Tenant holds over **with the consent** of Landlord: (1) such occupancy shall be construed as an extension of the Lease on a month to month basis; (2) the rent payable shall be the rent applicable during the month immediately preceding the termination of the Lease; (3) Tenant is responsible for the entire month's rent, even if Tenant vacates prior to the end of the month; (4) Tenant's right to possession shall terminate on thirty (30) days written notice (or other notice period required in the particular jurisdiction where the Premises are located) from Landlord; and (5) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant.

### 35. TENANT LOCKOUT

If Tenant shall lock himself/herself out of the Premises, Tenant may call a professional locksmith, at Tenant's expense, or Property Manager to re-gain access to the Premises. Property Manager charges a \$75 fee for the service between 8 a.m. and 5 p.m., Monday through Friday, except holidays, and a \$100 fee at all other times. The fee is due at the time of service. If the door lock must be changed as a result of the lockout, the full cost of replacement and installation shall be the Tenant's responsibility.

If Tenant loses the key to the mailbox, or the garage remote control, they must notify Property Manager. Property Manager will dispatch a representative to coordinate access or replacement. The same service fees apply: \$75 between 8 a.m. and 5 p.m., Monday through Friday (excluding holidays), and \$100 at all other times. Additional charges may apply if the mailbox lock or garage remote control must be changed.

### 36. MEDIATION OF DISPUTES

Mediation is a process through which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator, who facilitates communication and resolution. The mediator does not have the authority to impose a decision or require continued mediation if the parties choose not to proceed.

Tenant agrees that any dispute or claim arising from or related to this Lease Agreement, or the services provided under it, shall first be submitted to mediation. Mediation shall be conducted through a mutually agreed-upon mediator or mediation service, or—if no agreement is reached—through the mediation program administered by a professional property management or real estate board in Maryland.

Unless otherwise agreed in writing, mediation fees, costs, and expenses shall be shared equally by Tenant and Landlord. If either party elects to have legal counsel present at the mediation, that party shall be solely responsible for their attorney's fees.

The obligation to mediate applies to all claims or disputes, whether arising prior to, during, or within one (1) year following the termination of this Lease Agreement. Neither party may initiate legal proceedings without first attempting mediation, unless doing so would result in the loss of a legal right or remedy due to delay. In such cases, legal action may be initiated only if accompanied by a request to stay the proceeding pending mediation.

If a party initiates legal action without complying with this provision, that party shall be responsible for all reasonable legal fees and expenses incurred by the other party in enforcing the mediation requirement.

This clause shall survive the termination of this Lease Agreement.

### 37. NO WAIVER

The failure of Landlord to insist upon strict compliance with the terms, covenants, conditions and agreements set forth in this Lease shall not be construed as a waiver or relinquishment of Landlord's right to enforce such terms, covenants, conditions and agreements, but the same shall remain in full force and effect.

### 38. FULL DISCLOSURE

The Tenant(s) signing this Lease hereby state that all questions about this Lease have been answered, that they fully understand all the provisions of this Lease and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Lease. Signature by the Tenant(s) on this Lease Agreement is acknowledgment that he/she has received a signed copy of the Lease Agreement.

### 39. JOINT AND SEVERAL LIABILITY

Each Tenant is jointly and severally liable to Landlord for the full performance under every covenant and condition of this Lease including, without limitation, the full payment of rent and compliance with applicable law.

#### 40. NOTICES

All notices required or permitted under this Lease shall be in writing and delivered by one or more of the following methods:

- a. **Email**, to the email address on file for the receiving party:  
[info@sungateproperty.com](mailto:info@sungateproperty.com)
- b. **Certified mail**; or
- c. **First-class mail**, with a certificate of mailing or other proof of mailing retained, to the appropriate address listed below.

Email notices shall be considered received upon confirmation of successful transmission, provided no bounce-back or delivery error is received. Mailed notices shall be considered received on the **date of actual delivery** as confirmed by USPS tracking or a signed receipt.

Notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to:

[Landlord Name]  
c/o SUNGATE PROPERTY MANAGEMENT, LLC  
1919 York Road  
Timonium, MD 21093  
Email: [info@sungateproperty.com](mailto:info@sungateproperty.com)  
Phone: **443-219-8410**

Notices from Landlord to Tenant shall be delivered to the Tenant at the Premises address or to the Tenant's email address on file. If more than one person is listed as Tenant, notice given to any one Tenant shall constitute notice to all.

The parties agree that email is an acceptable and enforceable method of delivering legal notices under this Lease.

#### 41. APPLICABLE LAW

This Lease shall be governed and interpreted in accordance with the laws of the State of Maryland.

#### 42. PRIORITY OF LEASE AGREEMENT

The Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the Premises and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the Landlord or other owner of the leased Premises, the Tenant, automatically, without the necessity of executing any document, will become the tenant of such successor in interest.

#### 43. ENTIRE AGREEMENT

This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.

#### 44. MISCELLANEOUS

- a. Section headings and section numbers appearing in this Lease are inserted only as a matter of convenience and do not define, construe or describe the scope or intent of such sections or in any way affect this Lease.
- b. This Lease, and all covenants, conditions, rules and regulations herein contained, and binding upon and shall inure to the benefit of the successors and assigns of Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with this Lease.
- c. If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

d. All payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, Court costs and attorney's fees shall be deemed rent.

e. Abandonment of the Premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings from the Premises.

f. The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

#### 45. SPECIAL CONDITIONS

The following furniture will remain in the property during the tenancy period and should

remain at the end of the lease agreement

Two shelves

Red two seater couch

Dining table and white chairs

All lamps

All patio furniture

#### 46. BALTIMORE CITY

This provision applies to Baltimore City properties only. Landlord may not apply late fees to the rent until the tenant is more than 10 days past due with the rent. All other jurisdictions will be assessed a late fee after the tenant is 5 days past due.

Accepted this 06/23/2026

Ferdinand Sarausa  
Landlord

*Ferdinand Sarausa* 6/25/2026  
Landlord Signature

\_\_\_\_\_  
Landlord Signature

Chloe Stear, Anna DuVall, Justin Vance  
Tenant(s) Name(s)

*Chloe Stear* 6/24/2026  
Tenant Signature

*Anna DuVall* 6/23/2026  
Tenant Signature

*Justin Vance* 6/24/2026  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

## MARYLAND RECEIPT OF SECURITY DEPOSIT

This Lease Addendum is incorporated into and made part of the Lease Agreement of even date between the following parties:

Landlord(s): Ferdinand Sarausa

Tenant(s): Chloe Stear, Anna DuVall, Justin Vance

If applicable, Co-Signer(s): \_\_\_\_\_

Address: 104 N Dallas St

In accordance with Maryland Code 8-203.1; Tenant is being provided with this receipt for the payment of a security deposit along with a list of the tenant's rights concerning security deposits. Agent has received from the tenant a security deposit in the amount of \$2,500.00 in the form of Appfolio payment.

Tenant has the following rights:

1. Tenant has the right to have the Leased Property inspected by the Agent in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within 15 days of the Tenant's occupancy.
2. The Tenant has the right to be present when the Agent inspects the Leased Property at the end of the tenancy in order to determine if any damage was done to the Leased Property, if the Tenant notifies the Agent 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 Agent is obligated to conduct a move-out inspection within 5 days before or after the Tenant's stated date of intended moving.

- By initialing below, you acknowledge and agree to all the above terms.

Landlord Signature

Landlord Signature

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

## INSECTS AND RODENTS ADDENDUM

This Lease Addendum is incorporated into and made part of the Lease Agreement of even date between the following parties:

Landlord(s): Ferdinand Sarausa

Tenant(s): Chloe Stear, Anna DuVall, Justin Vance

If applicable, Co-Signer(s): \_\_\_\_\_

Address: 104 N Dallas St, Baltimore, MD 21231

Said agreement is amended as follows:

Whereas, both parties desire to clarify their respective rights and obligations relative to the potential of infestation of roaches, water bugs, spiders, fleas, mice, rats, and all other pests.

It is agreed as follows:

1. Prior to occupying the unit, tenants verify that they have visually inspected the premises carefully and have discovered no evidence of infestation of insects or rodents. Tenants acknowledge and accept that the tenant shall release the landlord and all related parties from any liability from insect or rodent infestation and/or any consequence thereof, if new infestation shall occur due to tenant's negligence.
2. Should tenant's leased unit become infested by insects or rodents, tenant shall notify landlord at once of said infestation. If it is found that infestation is due to tenant's negligence, tenant shall, at their sole expense, promptly cause the unit to be treated by a Pest Control company selected by the tenant and approved by the landlord.
3. Should tenant fail to promptly treat any infestation of insects or rodents in tenant's unit, the landlord may enter the premises upon 24 hours' notice and proceed to

4. In cases where premises become infested due to tenant's negligence, failure to promptly treat or report the infestation, or failure to pay for extermination will be deemed a breach of the Lease Agreement and may result in eviction.

Ferdinand Sarausa  
Landlord Signature

Chloe Stear  
Tenant Signature

Justin Vance  
Tenant Signature

Tenant Signature

## BEDBUG ADDENDUM

This Lease Addendum is incorporated into and made part of the Lease Agreement of even date between the following parties:

Landlord(s): Ferdinand Sarausa

Tenant(s): Chloe Stear, Anna DuVall, Justin Vance

If applicable, Co-Signer(s): \_\_\_\_\_

Address: 104 N Dallas St, Baltimore, MD 21231

It is our goal to maintain the highest quality living environment for our Residents. Landlord has inspected the property prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bedbugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem by identifying bedbugs, minimizing infestation, and limiting its spread.

### **Resident Representation:**

Resident represents and warrants that all furnishings and other personal property that will be moved into the property at any time have been inspected by Resident and are free of bedbugs.

### **Resident Responsibilities:**

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation, and to respond appropriately to any infestation. Resident agrees to comply with the following responsibilities:

**a. RESIDENT MUST REPORT ANY SIGNS OF BEDBUGS IMMEDIATELY:**

Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive to the occupants than when the infestation is more advanced.

**b. RESIDENT SHALL PRACTICE GOOD HOUSEKEEPING TO PREVENT INFESTATION:**

1. Remove clutter. Bedbugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, and laundry, especially under the beds and in closets. Reducing clutter also makes it easier to carry out housekeeping. If the apartment is excessively cluttered, Owner/Agent has a right in its sole discretion, to demand that the clutter be reduced to a reasonable amount.
2. Keep the property clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bedbugs and report any immediately.
3. Avoid using secondhand or rental furnishings, especially beds and mattresses. Used items may be infested with bedbugs. If you must use rented or secondhand items inspect them carefully and never accept any item that shows signs of bedbugs. Do not bring discarded items from the curbside into the apartment.
4. Cover mattresses and box springs with zippered, vinyl coverings. These are relatively inexpensive and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer. Though using these coverings is only a suggestion at this time, if a bedbug infestation occurs in your home, you will then be required to encase any salvageable mattress and box springs at your expense, and failure to do so will be a violation of the Lease Agreement.

5. Arrange furniture to minimize bedbug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bedbugs can jump as far as three inches.
6. Check for hitch-hiking bedbugs. If you stay in or just visit a hotel room or another home, inspect your clothing, luggage, shoes, and belongings for signs of bedbugs before you enter your apartment. After guests visit you, inspect beds, bedding, and upholstered furniture.

**c. RESIDENT SHALL COOPERATE WITH PEST CONTROL EFFORTS TO TREAT INFESTATION:**

If infestation of Resident's property is reported, a pest management professional will be called in for an evaluation and treatment if necessary. ONCE INFESTATION IS REPORTED, Tenant will pay for the costs of evaluation and treatment. Treatment is much more likely to be effective if the leased property is properly prepared. If the treatment is ineffective because Resident did not properly prepare the property, the treatment will be rescheduled. Resident will again be responsible for the cost of treatment, regardless of the origin of the infestation. These charges will be considered additional rent, and will continue to be assessed until the Resident has properly prepared the property. If treatment is required, Resident must comply with the recommendations from the pest management professional, in addition to the following:

1. Remove all bedding, drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
2. Check mattresses and box springs carefully; those with minimal infestation must be cleaned, then encased in vinyl covers, before being returned to service after treatment. Heavily infested mattresses are not salvageable; they must be sealed in plastic and disposed of properly. It is within the sole discretion of the pest management professional whether a mattress and/or box spring is salvageable.
3. Empty dressers, nightstands, and closets. Remove all items from floors and surfaces and inspect every item for signs of bedbugs. Use sturdy plastic bags to bag all clothing, shoes, boxes, toys, stored goods, etc.,

separating washable and non-washable items. Seal the bags well.

4. Vacuum floors, including insides of closets. Pay special attention to corners, cracks and dark places.
5. Vacuum all furniture, including inside drawers, vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
6. Carefully remove vacuum bags, seal them in plastic, and discard.
7. Clean all machine-washable bedding, drapes, clothing, etc., in the hottest water possible, and dry at the highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
8. Move furniture toward the center of the room so that technicians can easily treat the carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
9. Comply with any other instructions provided to you by the Agent/Owner or the pest professional.

d. **INDEMNIFICATION:**

Resident agrees to indemnify and hold harmless the Landlord, it's managing agents and employees, from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Landlord may incur as a result of a bedbug infestation or treatment in Resident's property or resulting from a violation of this Addendum by the Resident or any guest or person occupying or using the premises. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

**e. DEFAULT:**

Failure to promptly report bedbugs, failure to comply with treatment instructions or any other violation of any other provision of this Addendum is a violation and breach of the Lease Agreement. Said violation and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjecting the Resident to other penalties as stated in the Lease Agreement and/or this Addendum. In addition, Resident may be held liable for all costs, damages, and expenses, as additional rent, including the costs of treatment, resulting from any bedbug infestation during, or as a result of, Resident's occupancy if any of the following apply: The Resident failed to promptly report the infestation, and/or failed to properly prepare the apartment for treatment, and/or failed to comply with any other term of this Addendum.

**f. SEVERABILITY, WAIVER AND SURVIVAL:**

The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease Agreement.

**g. RENEWAL:**

If the Lease Agreement is renewed, this Bedbug Addendum is automatically renewed along with the Lease Agreement without the need to sign a new Bedbug Addendum at each lease renewal.

By signing below, you acknowledge and agree to the terms of this addendum.

*Ferdinand Sarausa*

Landlord Signature

Landlord Signature

*Chloe Stear*

Tenant Signature

*Anna DuVall*

Tenant Signature

*Justin Vance*

Tenant Signature

Tenant Signature

1919 York Rd, Timonium, MD 21093  
(443) 219-8410

Attachment to Lease for Rental of 104 N Dallas St, Baltimore, MD 21231

It is the responsibility of the tenant to pay the metered water bill and sewer charge on the above-mentioned property immediately upon presentation of these bills when issued by the City/County of Baltimore, Anne Arundel, Harford, or Howard County, **as additional rent.**

**Water Account Number (for tenant reference):** 11000434445

Failure to pay such additional rent when notified by **SUNGATE PROPERTY MANAGEMENT LLC** or Landlord shall give SUNGATE PROPERTY MANAGEMENT LLC or Landlord the right to file summary ejectment for nonpayment of rent in the Rent Court Division of the District Court of Maryland. The tenant shall be subject to eviction for nonpayment of water and sewer service charges in the same manner as for any other rent.

Landlord Signature

Landlord Signature

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

## **Water Bill Payment Resources – Maryland Counties**

Below are the official websites to view and pay your water and sewer bills. Please locate your county and use the corresponding link to access your account. You will typically need your **account number** to log in or make payments.

### **Anne Arundel County**

- **Website:** <https://aacounty.munisselfservice.com/citizens/UtilityBilling/Default.aspx>

### **Baltimore City & Baltimore County**

- **Website:** <https://pay.baltimorecity.gov/water>

### **Harford County**

- **Website:** <https://hcgweb01.harfordcountymd.gov/billpay/>

### **Howard County**

- **Website:** <https://www.howardcountymd.gov/finance/pay-water-sewer-bill>

If you have any trouble accessing your account or locating your water account number, please contact Sungate Property Management for assistance.

## MULTIPLE TENANT SECURITY DEPOSIT ADDENDUM

The security deposit is a deposit to secure the terms and conditions of the rental agreement between:

Landlord(s): Ferdinand Sarausa

Tenant(s): Chloe Stear, Anna DuVall, Justin Vance

If applicable, Co-Signer(s): \_\_\_\_\_

Address: 104 N Dallas St, Baltimore, MD 21231

It is understood and agreed by all parties that the security deposit stays with **SUNGATE PROPERTY MANAGEMENT LLC** (Agent) until **the last individual** on this agreement vacates the premises and **all** financial responsibilities have been fulfilled. The original residents of the rental agreement, who paid the security deposit, agree that any refund is to be given to the last remaining original tenant(s) listed on this security deposit addendum who is still residing in the rental property at the termination of the lease.

In the event there is more than one of the undersigned individuals residing in the rental home at the termination of the tenancy, the refund will be equally divided between those remaining individuals, unless Landlord/Agent is instructed otherwise in writing.

It is the responsibility of the tenant(s) to make sure their forwarding address is on file with **SUNGATE PROPERTY MANAGEMENT LLC**.

By signing below, you agree to the terms of this Lease Addendum.

*Ferdinand Sarausa*

Landlord Signature

Landlord Signature

*Chloe Stear*

Tenant Signature

*Anna DuVall*

Tenant Signature

*Justin Vance*

Tenant Signature

Tenant Signature

## PET AGREEMENT ADDENDUM

This Lease Addendum is incorporated into and made part of the Lease Agreement of even date between the following parties:

Landlord(s): Ferdinand Sarausa

Tenant(s): Chloe Stear, Anna DuVall, Justin Vance

If applicable, Co-Signer(s): \_\_\_\_\_

Address: 104 N Dallas St, Baltimore, MD 21231

Tenants desire to keep a pet named Karma, Bleu and Taco  
and described as Mini Australian Shepherd, cat and cat  
in the dwelling they occupy under the Rental Agreement referred to above. Because this agreement specifically prohibits keeping pets without the Landlord's permission, Tenants agree to the following terms and conditions in exchange for their permission:

### Monthly Pet Fee

Tenants agree to pay a non-refundable monthly pet fee of \$70.00 as part of their rent. This fee does not apply towards cleaning, repairs, or any other damage caused by the pet.

### Tenant Responsibilities

Tenants agree to:

1. Keep their pet under control at all times.
2. Restrain (but not tether) the pet when it is outside the dwelling.

3. Comply with all local ordinances, including leash and licensing requirements.
4. Never leave the pet unattended for unreasonable periods (defined as more than 8 hours indoors or 30 minutes outdoors, unless otherwise agreed).
5. Clean up after their pet and dispose of their pet's waste promptly and properly.
6. Avoid leaving food or water outside the dwelling where it could attract other animals.
7. Prevent the pet from being unnecessarily noisy, aggressive, or causing discomfort or annoyance to neighbors or other tenants. Any complaints made through the Landlord or Manager must be addressed immediately.
8. Provide regular health care for the pet, including vaccinations as recommended by a licensed veterinarian.
9. Ensure the pet wears an identification tag at all times.
10. Rehome any offspring within eight (8) weeks of birth.
11. Be financially responsible for all damage, loss, or expenses caused by the pet and pay any such costs upon request.
12. Not replace or substitute the pet described above without prior written approval.
13. Provide the Landlord with a current photograph of the pet.

### **Revocation of Permission**

Landlord reserves the right to revoke this permission at any time if Tenants violate any part of this Agreement.

## Liability

Tenants acknowledge that the Landlord and/or Manager are not liable for any injury to or loss of the pet occurring on the premises.

By signing below, you agree to the terms of this Lease Addendum.

*Ferdinand Sarausa*

Landlord Signature

Landlord Signature

*Chloe Stear*

Tenant Signature

*Anna DuVall*

Tenant Signature

*Justin Vance*

Tenant Signature

Tenant Signature

# MARYLAND TENANTS' BILL OF RIGHTS

(Effective October 1, 2025)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it annually. The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed at the end of this document. The Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs drafted this document, not your landlord.

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 through Maryland Court Help Centers and The Peoples' Law Library of Maryland
- 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 unless specifically noted otherwise.

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

### **Application fees:**

- Landlords who rent five or more units can only keep a maximum of \$25 for an application fee, unless their actual application related costs (such as credit checks) are more than \$25.
- If a landlord charges more than \$25 but their costs were less than the amount charged, they must refund the portion of the application fee that was not used for application-related costs.
- The refund must be made within 15 days of one of the following:

- The tenant moved into the unit, or
- The landlord or the applicant gives written notice that the applicant will not rent the unit.

**Application expenses:**

- Applicants may ask the Landlord for a list of the application expenses.
- The list must include monetary amounts and descriptions of each expense.

**Tenant screening report:**

- Some landlords may choose to accept a tenant screening report that was:
  - Prepared by a consumer reporting agency within the 30 days before application is submitted,
  - Prepared by a consumer reporting agency, and
  - Obtained and paid for by the tenant.
- If a landlord accepts such a report, they may not charge you an application fee.

**Pet policy:**

- Landlords must include a written copy or a summary of their pet policy in their rental application form.
- The pet policy must include:
  - Any breed or weight restrictions.
  - Any limit on the number of pets allowed.
  - Any required fees, including:
    - Up front non-refundable pet fees,
    - Refundable pet deposits, and
    - Monthly pet fees.
  - Any vaccination requirements.
  - Any liability insurance requirements.
  - Any additional requirements

**Assistance Animals:**

- Assistance animals are not pets and are always allowed, regardless of your landlord's pet policy. An assistance animal is an animal that:
  - works, provides assistance, or performs tasks for the benefit of a person with a disability, or
  - provides emotional support that reduces one or more identified effects of a person's disability,
- If you have an assistance animal, your landlord can't charge an additional application fee or additional security deposit for your assistance animal. Your landlord can charge you repair fees if your assistance animal causes damage to your unit or common areas.
- Landlords may ask for information that allows them to evaluate a request for an assistance animal if:
  - Your disability is not obvious, and/or
  - Your need for an assistance animal is not obvious.

(Real Property Article of the Maryland Code, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604)

## **2. LEASES & TENANCIES**

### **Written lease requirements:**

- A landlord who rents five or more units in Maryland is required to use a written lease.
- A landlord who rents four or fewer units in the state is not 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.
- If your landlord gives you a written lease, it must include:
  - A statement of the condition of the property
  - An explanation of who is required to pay for heat, gas, electricity, water utilities and make repairs of the premises
  - 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 agent authorized to receive notices and service of process on the landlord's behalf (unless posted in a noticeable place on the property).
- Local jurisdictions may require additional information in leases.

### **A lease may not include:**

- Anything that requires you to allow the landlord to "confess judgment" (agree in advance to let the landlord win a claim) 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 separately by you.

**Ending tenancy:**

- For the landlord to end your tenancy:
  - For a written lease with a stated term, the landlord must give you at least 60 days written notice before terminating the tenancy.
  - For month-to-month periodic tenancies, the landlord must give you at least 60 days written notice before terminating the tenancy.
  - For year-to-year periodic tenancies, the landlord must give at least 90 days written notice before the tenancy ends.
- For you to end your tenancy:
  - For leases with a stated term, month-to-month tenancies, and all other tenancies except year-to-year tenancy, you must give at least 30 days written notice before terminating the tenancy, unless the lease requires more time.
  - For year-to-year tenancies you must give at least 90 days written notice before terminating the tenancy. (This requirement does not apply in Baltimore City where tenants are only required to provide 30 days notice to end all tenancies.)

**Ending your lease early due to abuse:**

- If you have experienced abuse, you can end your lease early by giving notice to your landlord. The notice must include
  - A copy of a final protective order or peace order issued by the courts, or
  - A copy of a report from a qualified third party like a doctor, psychologist, social worker, or an advocate from a domestic violence organization.
- After providing notice, you have up to 30 days to move out.
  - You are only responsible for the rent from the notice date until you move out, which may be less than 30 days.

- If you move out in fewer than 30 days, you must give your landlord a signed, notarized, and written notification that you have moved out. The notification must be hand delivered or sent by first class mail.
- If you do not give your landlord this notice, you will be responsible for the rent for the full 30 days.

**If the lease ends and no one gives notice:**

- 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 8-5A-01, 8-5A-02, 8-5A-03, 8-208, 8-210, and 8-402; Baltimore City Public Local Law Section 9-16)

### **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. You cannot be charged a late fee on partial rent payments paid on time.
- Your landlord must give you a receipt for your rent payment if you pay rent in cash or if you ask for a receipt.
- Rent Increases:
  - 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 how much 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.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, 8-208, and 8-209)

### **4. UTILITIES**

Your unit must offer heat, light, electricity, hot and cold water, and proper sewage disposal. However, your landlord is not responsible if these utilities are not available because you have not paid bills that are your responsibility.

If your lease requires you to pay utilities directly to your landlord, your landlord must

- Give you copies of the monthly utility bills or,
- At the beginning of each lease term, give you in writing the total utility costs billed to the landlord for the previous year. Annual costs for water, sewer, gas, and electricity bills for the previous year must be provided separately.

Some landlords in larger buildings use a Ratio Utility Building System (RUBS) where tenants are charged a portion of the building's total utility costs. If your landlord uses RUBS, they must:

- Tell you before you sign your lease that they use RUBS,
- Provide copies of the last two utilities bills, and
- Describe how they calculate your share of the total utility costs.

(Real Property Article of the Maryland Code, Sections 8-208, 8-211, 8-212)

## **5. SECURITY DEPOSITS**

### **Maximum deposit:**

- In most cases, a landlord may not require you to pay a security deposit higher than one month's rent.
- You may offer a larger security deposit if your rental application would be denied based on credit or rental history.
- Your security deposit may be up to two months' rent If:
  - You signed your lease before October 1, 2024 or
  - If you qualify for utility assistance from the Department of Human Services and lease agreement requires you to pay utilities directly to the landlord.

### **What is a security deposit:**

- A "security deposit" is any payment you give to the landlord, including pet deposits, to protect the landlord against
  - Unpaid rent
  - Property damage to the unit, common areas, major appliances, and furnishings
  - Damage due to lease violations

### **Payment rules:**

- 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.
- The landlord must give you a written receipt, which must be included with the written lease.
- The landlord must inform you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

**Move-out inspection at end of tenancy:**

- In the move-out inspection, the landlord inspects the unit for damage that may reduce your security damage.
- If you plan to move out and want the right to be present during the inspection, you must send your landlord a certified letter at least 15 days before leaving. The letter should:
  - Say that you plan to move,
  - Share your move-out date, and
  - Include your new address
- At the end of your tenancy, your landlord must give you a written list of any charges deducted from the security deposit and documents supporting the charges.
- They must return the rest of your deposit with interest within 45 days.

**Allowed deductions:**

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 deposit is not returned on time:**

- If the landlord does not return your deposit or give you a written list of charges within 45 days after your lease ends, they may lose the right to keep any of the deposit.
- You may sue the landlord for up to three times the amount the landlord did not return.

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

## **6. CONDITION OF RENTAL UNITS**

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

**Reporting a problem:**

- Notify your landlord in writing right away if you find a problem.
- You can also reach out to your local code enforcement agency and request an inspection.
- A citation or violation notice is considered written notice to the landlord.

**Mold-specific requirements:**

- Landlords must test for a mold within 15 days of receiving written notice of possible mold in your unit.
- If mold is found, the landlord must remove it and fix the cause within 45 days if possible.
- If the mold can't be fixed within 45 days, it must be fixed within a reasonable time frame after the mold is found.
- Landlords must keep you informed during the mold testing and repair process.

**Repair and Access:**

- Landlords must provide at least 24 hours of advance notice before entering your apartment, except in an emergency.
- You must provide your landlord with access to your property to make repairs.

**If problems are not fixed:**

If your landlord doesn't fix the problem within a reasonable time after you provide notice, and the problem threatens life, health, or safety you have options:

- File a lawsuit in District Court for damages and a decrease in rent.
- Refuse to pay rent and use the issues as a defense if the landlord sues you for rent.
- File a rent escrow case, which allows you pay rent to the court instead of the landlord until the problems are fixed.

**Lead paint:**

If lead paint is present in the unit, you may, in certain circumstances, have the right to:

- Receive money from your landlord for a temporary relocation
- Take legal action if your landlord does not assist with safe relocation

**Living in your unit:**

- You have the right to quiet enjoyment of your rental unit for the duration of your tenancy.

- You have 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, 8-212, 8-215, and 8-220)

## **7. EVICTIONS**

Your landlord may start the eviction process by filing a case in the District Court if you:

- Violate your lease
- Don't pay rent on time
- Don't move out when your lease ends

### **Court process required:**

- 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 like 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 are not allowed.

### **Your rights in court:**

- You have the right to attend any court hearing in an eviction case brought against you by a landlord.
- You may qualify for a free attorney through Maryland's Access to Counsel in Evictions program if your income is 50% of the Area Median Income or less. Call 211 or visit [legalhelpmd.org](http://legalhelpmd.org) to find out if you qualify.
- You can access legal counsel as soon as you receive notice that your landlord is seeking to end the lease or to start the eviction process.

### **Notice before eviction:**

- 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.
- In a "Failure to Pay Rent" eviction case, rent only includes the base rent. It may not include utility charges, maintenance charges or other penalties.
- A longer notice period may be required if you receive a housing subsidy funded by the state or federal government.
- Other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease may also require more notice.

### **Eviction requirements and stopping the eviction:**

- If the court rules against you, you have seven days to move out or the landlord can ask the court to issue a warrant of restitution to evict you by removing all of your property from the unit.
- In most cases, you can stop the eviction by paying all past-due rent and any court costs the court orders you to pay before the eviction is carried out. This is called the “right of redemption.”
- Redemption may not be an option if:
  - you have had three (four in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case, and
  - your landlord asks the court not to allow you to redeem.
- Your landlord must give you written notice before the initial scheduled eviction. Six days is required under state law. Your local jurisdictions can the number of days required but it must be between four and 14 days of notice before the initial scheduled eviction.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, 8-407, and 8-902)

## **8. CONSTRUCTIVE EVICTIONS**

In Maryland, constructive eviction occurs when your landlord doesn’t fix a major issue that stops your use and enjoyment of your rental unit and you move out instead.

### **When it applies:**

You may not be responsible for the rent if you can prove all of the following:

- Your landlord’s actions or neglect cause the major issue that disrupted your use and enjoyment of your unit.
- You told your landlord about the issue.
- You gave the landlord a reasonable amount of time to fix it before you moved out.
- You moved out within a reasonable time after your landlord failed to fix a major issue.

Before moving out, you should consult with an attorney. If you can prove construction eviction,

- Your lease will be considered ended (terminated).
- You will not be responsible for paying rent after you move out.
- You may be able to sue your landlord for your losses-- including moving costs, rent differences, attorney fees, and other related expenses.

### **What landlords must do to avoid constructive eviction:**

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

## 9. TENANT RIGHT OF FIRST REFUSAL

The “right of first refusal” (a legal term) means you get the first chance to buy the property you rent before the landlord sells it to someone else.

### When it applies:

- You are a named tenant on the lease.
- You have lived in a rental property with 1, 2, or 3 units for at least six months.
- Your landlord plans to sell the property or receives an offer to buy it from a third party.

However, this rule does not apply in certain situations, such as when the landlord transfers the property without selling it, including transfers:

- To a family member
- To a business owned by the landlord
- Under court order

### Notice process:

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)

## 10. 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
- Military Status.

Some local jurisdictions may provide additional anti-discrimination protections.

### **Retaliation:**

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

- Making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property.
- Filing or participating in a lawsuit involving the landlord.
- Participating in a tenants' organization.
- Requesting police or emergency services at the property.
- Providing information to the landlord relating to lead paint issues.

Retaliation may include actions such as:

- Filing or threatening to file a lawsuit against you.
- Threatening to notify law enforcement about your immigration status.
- 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.



It is a crime for anyone, including landlords, to attempt to take money, property, labor, services, or anything of value by threatening to notify law enforcement about your immigration status.

### **Notice requirements before your landlord can enter your unit:**

Unless your lease says 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.

- Your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs
- They can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency.
- You can give your landlord written permission to enter your home with less than 24 hours notice.

Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(42 U.S.C. Sections 3601, et seq.; 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; Criminal Law Article of the Maryland Code, Section 3-701)

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

## **11. RESOURCES**

### **Office of Tenant and Landlord Affairs**

### **Maryland Department of Housing and Community Development**

Website: [Office of Tenant and Landlord Affairs](http://dhcd.maryland.gov/Tenant-Landlord-Affairs) (dhcd.maryland.gov/Tenant-Landlord-Affairs)

Phone: 855-511-3423

Email: [otla.dhcd@maryland.gov](mailto:otla.dhcd@maryland.gov)

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 Commission on Civil Rights (MCCR)**

Website: [mccr.maryland.gov](http://mccr.maryland.gov)

MCCR investigates housing discrimination complaints.

### **Maryland Access to Counsel in Evictions (ACE) Program**

Contact Information: Call 211 or go to [Legal Help Maryland](http://LegalHelpMaryland.org) (LegalHelpMD.org)

ACE provides free legal representation to income eligible renters at risk of eviction, has lost or is at risk of losing their housing voucher or subsidy.

### **Maryland District Court Self-Help Centers**

Contact Information and Hours varies by location:

Website: [District Court Help Centers](http://courts.state.md.us/helpcenter/inperson/dc) (courts.state.md.us/helpcenter/inperson/dc)

If you are unable to go in person, call 410-260-1392 for assistance.

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.

### **The People's Law Library of Maryland**

Website: [The People's Law Library of Maryland](http://ThePeople'sLawLibraryofMaryland.org) (peoples-law.org)

The People's Law Library is a legal information and self-help website maintained by a court-related agency of the Maryland Judiciary. It's also supported by Maryland's nonprofit legal service providers, pro bono attorneys, and law schools.

Services provided:

- The website provides general information about the law to people representing themselves in court.
- They offer a directory of legal service organizations who may be able to assist you in resolving your civil legal problems.

# 1. Sungate Property Management - 2026 Lease Agreement

## Audit Log



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