

RESIDENTIAL LEASE AGREEMENT

1. PARTIES; INITIAL LEASE TERM: On this 9/2/2026, East Coast Management Company, LLC, (hereinafter jointly as "Agent"), on behalf of Brandon Spilove ("Owner") leases to Shawna M. Cooper, jointly and severally, (hereinafter "Tenant" or "Resident") and Tenant leases from Agent, the Property known as 1253 Sargeant St Baltimore, MD 21223 (hereinafter the "Property" or "Premises") for the term commencing on the 11th day of September, 2026, and ending on the last day of September, 2027 (the "Initial Term"), at a total base rent of Twenty-One Thousand Fourteen Dollars (\$21,014) for said Term, due and payable in the pro-rated amount of \$1,106 on September 10th, 2026, and thereafter, in equal monthly installments of One Thousand Six Hundred Fifty-Nine Dollars (\$1,659.00), in advance, on the first day of each month.

Payments shall be applied in the following order: citations, past judgments and court costs, utilities, base monthly rent.

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Tenant's Initials

2. POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES: If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the term of this Lease, Tenant 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 the parties.

3. RENEWAL OF LEASE TERMS

☒ YEAR-TO-YEAR: This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least ninety (90) days prior to end of the initial or renewal term

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Tenant Initials

☐ MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least sixty (60) days prior to end of the initial or renewal term. Alternatively, should the Owner notify the Tenant in writing of its intent to change the terms of the lease, the Tenant shall have 15 days from the date of said letter to accept or reject the new terms.

4. SECURITY DEPOSIT: PAYMENT AND RECEIPT: A security deposit is required as a condition of this Lease. Owner hereby acknowledges

receipt from Tenant of the sum of : Nine Hundred Thirty-Three Dollars (\$933.00), in the form of ☒ certified funds ☐ surety bond as a security deposit in connection with the Lease to protect Owner against non-payment of rent, damage due to breach of the Lease (including failure to surrender the Property free and clear of debris and furniture, or failure to return all keys to the Property to the Owner), and for damages to the Property, common areas, major appliances and furnishings, if any, caused by Tenant, or any agent, employee, invitee or family member of Tenant, in excess of ordinary wear and tear.

The amount of the security deposit and/or surety bond shall not exceed the equivalent of two (2) months' rent per dwelling unit leased under the Lease. Tenant shall not apply the security deposit as rent and shall not apply the security deposit to the last month's rent.

Within thirty (30) days of its receipt, the security deposit shall be deposited by Owner in a Federally insured Maryland banking or savings institution, which does business in Maryland, in an interest-bearing account devoted exclusively to security deposits or, upon Owner's election, in an insured certificate of deposit at a branch of a Federally insured banking or savings institution located in Maryland, or in securities issued by the Federal Government or the State of Maryland. Within 45 days after the end of the tenancy, the Owner shall return the security deposit to the Resident together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld., including nonpayment of rent, damages due to a breach of the Lease or damages to the leased Premises, common elements, major appliances and furnishings caused by Resident, or by Resident's family, agents, employees, guests or invitees in excess of ordinary wear and tear. Owner may also withhold the amount of any surcharges awarded in a judgment by the District Court of Maryland for a Complaint for Repossession for Failure to Pay Rent authorized under Md. Code Ann. Cts. & Jud. Proc. §7-301(C)(5)(II). Interest shall accrue at six-month intervals from the day Resident gives the security deposit. Interest shall not be compounded. If Owner withholds all or any portion of the security deposit for unpaid rent or for damages as provided, Owner, within forty-five (45) days after the termination of the tenancy, shall furnish, by first class mail to Resident's last known address, a written list of damages claimed, together with a statement of the costs actually incurred.

Tenant has the right to have the Property inspected by Owner, in the presence of the Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the tenancy if Tenant so requests, in writing, by certified mail, to Owner within fifteen (15) days of the Tenant's occupancy of the Property.

Tenant has the right to be present when Owner inspects the Property in order to determine if any damage was done to the Property, if the Tenant notifies the Owner by certified mail of Tenant's intention to move, the date of moving and Tenant's new address. Such notice from Tenant must be

mailed at least fifteen (15) days prior to the date of moving. Upon receipt of such notice, Owner shall notify Tenant by certified mail of the time and date when the Property is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the notice from Tenant to Owner. Owner need not notify Tenant of his intention to withhold all or any part of the security deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event, Tenant may make demand for return of the security deposit by giving written notice by first class mail to Owner within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Owner, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail, to Tenant's last known address.

In the event Owner fails to comply with the provisions of Maryland law applicable to residential security deposits, Owner may be liable to Tenant for a penalty of up to three (3) times the amount of the security deposit withheld by Owner, plus reasonable attorney's fees. Owner, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the Tenant. In the event of a sale of the Property or the transfer or assignment by Owner of this Lease, Owner shall have the right to transfer the security deposit to the transferee and Owner shall be released from all liability for the return of the security deposit and Tenant shall look solely to the transferee for the return of the security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made of the security deposit to a transferee. In the event of any rightful or permitted assignment or sublease of the Lease by Tenant to any assignee or sublessee, the security deposit shall be deemed to be held by Owner as a deposit made by the assignee or sublessee and Owner shall have no further liability with respect to return of such security deposit to Tenant.

If there are multiple persons listed as Tenants, and not all Tenants give a forwarding address as required, any security deposit refunds will be made payable and sent to the person leaving a forwarding address. If no listed Tenant leaves a forwarding address, and no other written instructions for return of the deposit agreed to by all listed Tenants, then any refund shall be made payable and sent to the last known address of the first Tenant listed on this lease.

If the Agent and Tenant agree on the use of a Surety Bond, see the Surety Bond Addendum attached

5. **PAYMENT OF RENT/LATE FEES:** Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than five (5) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. **In Baltimore City, late fees are due if rent is unpaid after the 10th day after the due date. However, if the Tenant receives government assistance to pay any portion of the rent due, late fees are not due until ten (10) days after the date the government assistance is regularly paid.** Unless reasonable accommodations are requested and granted by Owner, Tenant shall exclusively pay rent through the Tenant Portal. Electronic checks sent through the tenant portal can be submitted. Credit Card transactions through the tenant portal are subject to a fee. Tenant may also pay rent via Cash Slip, subject to a processing fee. Such processing fee may increase from time to time. Tenant agrees to pay such increased fees with sixty (60) days advance written notice. If a check is accepted by Owner from Tenant for rent, it is purely as an accommodation to Tenant. If any check or ACH is dishonored, Tenant agrees to pay a \$35.00 charge to Owner as additional rent. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Cash or certified funds shall not be accepted, unless to redeem a judgment for failure to pay rent, after a warrant of restitution is issued.

6. **DEFINITION OF RENT:** All payments required from Tenant shall be deemed rent, as allowable by Maryland Law.

7. **OWNER LEGAL RIGHTS:** If Tenant shall fail to pay the rent or any additional rent as herein provided when due, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Owner may bring summary ejectment proceedings to evict Tenant; or pursue any and all other remedies available to Owner at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Owner of any available action by Owner against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Owner prior to or subsequent to such termination and/or recovery of possession.

8. **PERSONS WHO WILL OCCUPY THE PROPERTY:** Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: N/A

Tenant, by Tenant's signature, represents and warrants to Owner that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Owner on the Application For Tenancy Form, as signed by Tenant.

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

10. SMOKE DETECTOR NOTICE: This residential dwelling may contain alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector.

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Tenant's Initials

11. SMOKE DETECTOR INSTALLATION AND MAINTENANCE: (a) Tenant acknowledges that Landlord has installed one or more smoke detectors in accordance with §9-102 of the Public Safety Article of the Annotated Code of Maryland. (b) If this lease pertains to a property located in Baltimore County, Tenant also acknowledges that Owner has installed one or more smoke detectors in accordance with §§ 14-2-201 of the Baltimore County Code. (c) If this lease pertains to property located in Baltimore City, Tenant also acknowledges that Owner has installed one or more smoke detectors in accordance with Part VIII, Section 907 of the Building, Fire and Related Codes of Baltimore City. (d) Tenant further acknowledges that with respect to any smoke detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenants agree not to obstruct or tamper with any detector or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner harmless from all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Owner as required. If any detector within the Property becomes damaged by tampering or through negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies for the collection of such costs as Owner has for nonpayment of rent.

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

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

14. OWNER/TENANT LIABILITY: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Owner shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Owner, or to hold Owner harmless, or to exonerate Owner from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Owner on or about those areas which are not within Tenant's exclusive control.

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

16. OWNER'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:

- a) Owner and Owner's agents and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease, or which Owner otherwise deems necessary or appropriate. Refusal to allow access shall be considered a material and substantial breach of this Lease, warranting eviction. If an emergency arises and Owner, or Agent needs to access the property for repairs to protect persons or property, Agent or Owner may enter the property immediately after giving notice.
- b) For a period of ninety (90) days prior to the expiration of the Initial Term, or any renewal thereof, Owner and Owner's agents shall have the right, at reasonable times, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereon, as may be permitted by law. At least twenty-four (24) hour advance notice shall be given to the Tenant. Notice may be given through the Tenant portal. All pets must be secured. Unless Tenant requests a reasonable accommodation to not show the home at the requested time, and such is agreed to by Owner, Tenant MAY NOT deny access. Tenant may not deny access if they are not home, and Owner may use a key to enter. Owner shall knock or ring the doorbell, three (3) times before entering with a key and will clearly announce themselves. A fee of \$100.00 shall be charged to Tenant, if Tenant refuses access after being properly notified. Owner may not show the Property anymore than three (3) times in a seven (7) day period.

17. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Owner at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and

clear of all furniture owned by Tenant, and debris and in a broom clean condition. Tenant shall not remove any furnishings provided by Owner. Tenant agrees to pay Owner a reasonable "Excessive Cleaning Fee" in the amount of as invoiced by Agent's vendor, if Agent or Owner determines that regular turnover cleaning services do not suffice due to state of cleanliness left by Tenant upon vacating.

18. **FAILURE TO VACATE AT TERMINATION:** If Tenant does not vacate the Property on or before the last day of the applicable Term, Owner may (a) eject Tenant and take possession of the Property, storing all furniture and other personal property found on the Property at Tenant's risk and expense without liability to Owner; (b) hold Tenant liable as a tenant holding over for another one or more terms at twice the current rental; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

19. **TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE:** Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Owner, which consent may be withheld in the Owner's sole and absolute discretion. Any assignment or subletting without Owner's prior written consent shall be null and void and of no effect. Owner 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.

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

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

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

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

24. **TENANT'S RESTRICTIONS CONCERNING TRASH:** All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup. Tenant shall indemnify, and hold harmless, Owner, from any and all citations or fines incurred by Tenant for failure to comply with local code or ordinances regarding trash and/or debris.

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

26. **TENANT AND OWNER AGREEMENT FOR REPAIRS:** If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility.

27. **OWNER'S RIGHTS TO RE-RENT THE PROPERTY/ABANDONMENT:** If the Property becomes vacant because of the exercise by Owner of Owner's remedies under this Lease, or should Tenant abandon the Property, Owner may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Owner shall reasonably determine. Tenant agrees that Owner may deem the property as abandoned if a) Tenant cancelled utilities, b) tenant failed to pay rent for at least 2 months prior, and/or c) minimal personal property and/or furniture remains.

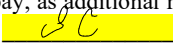
28. **ATTORNEY FEES AND EXPENSES:** In the event the Tenant, the Tenant's family, agents, employees or guests violate any term or provision of the Lease or the Community Rules and Regulations, the Tenant shall pay the Owner, in addition to any other damages and expenses incurred as a result thereof, such reasonable attorney fees as are actually incurred by the Owner. The Tenant shall be liable for such attorney fees whether or not the Owner institutes legal proceedings. However, where legal proceedings are instituted by the Owner against the Tenant, and said proceedings result in a monetary judgment in favor of Owner, those reasonable attorney fees shall in no event be less than fifteen percent (15%) of the said judgment.

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

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

31. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland, and the County where the Property lies. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.

32. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY: Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to not make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Owner's written consent; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Owner harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by the Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

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

34. UTILITIES: The Tenant shall continuously maintain, in the Tenant's name, all utility bills (as may be applicable) for the Property. Tenant must transfer all gas and electric accounts into their names upon execution of this lease to begin on the beginning of the term. Charges for utilities used or consumed in the Property, during the term of this Lease, and any renewal or extension thereof, shall be paid by Tenant as follows (checked items means tenant pays):

☒ Gas, ☒ Electricity, ☐ Water, ☐ Sewer, ☒ Cable/Satellite Television, ☒ Internet, ☒ Security System, ☐ Other: _____

For those utilities, the cost of which is the Resident's responsibility, the Resident shall promptly pay all charges for their use or consumption in the Premises, together with all taxes, levies or other charges on such utilities. If the Resident fails to promptly pay the utility company, any such charges, taxes or levies, the Owner, at its discretion, may pay for the Resident's utility account, in which event the Resident shall immediately, as additional rent, reimburse the Owner with interest at 10% per annum. Utilities may be used only for household purposes and must not be wasted.

If for any reason Tenant fails to maintain the gas and electric bill in their names, and the account reverts to Owner, Tenant hereby agrees that such is considered a material breach of lease, warranting eviction. Furthermore, any and all gas and electric bills in Owner's name, for consumption by Tenant is payable as additional rent.

For single family homes, Tenant hereby covenants and agrees to pay the monthly or quarterly water bill upon receipt thereof from Agent through Agent's Online Tenant Portal, as Additional Rent. Payment of the water bill shall be due by the first rent due date after Agent uploaded the bill to the portal. For example, should Tenant receive the water bill from Owner on December 15, Tenant shall pay the amount due and owing by January 1, and shall include the amount due with Tenants rent. Should Tenant receive a water bill that encompasses a period of time before the start of this lease, said portion shall be pro-rated. Furthermore, should Owner receive a water bill that encompasses an applicable period of Tenant's tenancy after Tenant has vacated the Premises, Tenant hereby agrees that Owner may withhold such amount from Tenant's security deposit. Should Tenant's security deposit be exhausted due to necessary repairs after Tenant vacates caused by Tenant, then Tenant shall make payment to Owner of the pro-rated amount immediately upon demand.

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

repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Owner of any condition which is the obligation of Owner to repair or replace. Except as provided in (a) above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Owner, in Owner's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such costs as Owner has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

(b) Tenant is responsible to immediately reimburse Owner for any service calls for plumbing, HVAC, electric, pests, or inspections related to suspected mold growth, that are determined by the responding professional to be caused by the Tenant. In the case of a Tenant request to test for mold, Tenant shall be responsible to immediately compensate Owner for sample collection and testing where the results of test indicate the presence of mold is normal or below.

36. TENANT'S RESTRICTIONS CONCERNING PETS/ANIMALS: Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage and shall immediately file a claim with their Renter's Insurance carrier. Additionally, Tenant agrees to pay for any and all damages caused by pets to the Property. Any unauthorized pets found on Property, including temporarily, shall be considered a material breach of this Lease, warranting eviction.

Tenant is authorized to have pets:

Yes ☐ No ☒ # ALLOWED N/A TYPE OF PET(S) N/A WEIGHT N/A.

For information regarding protection of pets displaced as a result of an eviction, please see the fact sheet published by the Maryland Department of Agriculture <https://mda.maryland.gov/Pages/Pets-and-eviction.aspx>

Service Dogs or Emotional Support Animals are not considered pets under the law. Requests to allow such animals will be considered for approval per applicable Federal Law. Tenant is responsible for the behavior of such animal and any damages caused, as if it was a pet.

37. TENANT AND AGENT DELIVERY OF NOTICES: All notices required to be given by Agent to Tenant shall be sufficiently given by posting it on the entry door to the Property, sending 1st class mail, email, or through the Tenant Portal, including regarding rental increases and Intent to file a Complaint for Failure to Pay Rent per Md. Code Ann. Real Prop. §8-401. Notice of the withholding by Owner of any portion of the security deposit shall also be mailed by Owner to Tenant at Tenant's last known address, within forty-five (45) days after the expiration of this Lease.

Tenant is not required to receive notifications regarding rent increases electronically. If Tenant desires to not receive such notifications electronically, Tenant should notify Agent of the same and/or turn off electronic notification on the Tenant Portal at any time. If Tenant elects to not to receive electronic notifications, Agent shall send such notices via regular mail, and/or by delivering to the Property.

All notices required to be given by Tenant to Owner, shall be delivered via the Tenant Portal to Agent. (If Tenant cannot use the Tenant Portal, and Owner allows for a reasonable accommodation requested in writing, then notices shall be given by certified mail, or email, delivery confirmation requested, to:

Name: East Coast Management. LLC
Address: PO BOX 65300, Baltimore MD 21209
Info@rentalpros.net

Tenant Initials



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

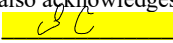
If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, **all** provisions of the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

Age Classification of Property: Owner represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the Property was built before 1978; **the Federal Program applies, and** the Property was built prior to 1950, **the Maryland Program applies fully.**

NOTICE TO TENANT – LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS: Tenant acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following required brochures:

1. **Under Federal Law** (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
 - a. The EPA "Protect Your Family From Lead In Your Home" brochure.
2. **Under Maryland Law** (the Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
 - b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as 1.a.).

Tenant understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Tenant, and has received the above brochures, and agrees to read and become familiar with the requirements of Federal and Maryland law as contained therein. Tenant also acknowledges receipt of the Maryland Department of Environment lead paint certification for the Property.

Tenant Initials 

39. **LEASE VIOLATIONS:** If any of the representations made in Tenant's Lease Application are misleading or untrue, or if the Tenant, Tenant's family, employees, agents or guests violate any provision of this Lease or any rule or regulation herein imposed, then the Owner or Agent of the Owner may treat such representation or Lease violation as forfeiture under the terms of this Lease Agreement, with the Tenant's possession of the Property terminating on the date specified in Owner's or Agent's notice. Under such circumstances, the Owner may re-enter and take possession of the Property by using applicable law. If the Tenant's possession of the Property should be so terminated, or if the Property should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Owner for the rent through the expiration date of the Lease, or any renewal or extension thereof. Furthermore, the Tenant will remain liable for such other damages sustained by the Owner due to the Tenant's breach of the Lease and/or Tenants termination of possession of the Property so long as such liability is not expressly prohibited by applicable law. Other damages may include, but are not limited to, costs incurred in recovering possession of the Property, costs incurred in re-letting the Property (such as rental commissions, placement fees, and a proportionate share of advertising expenses), utility costs for the Property while it remains vacant.

40. **INSURANCE:** Tenant understands that the Owner is not liable for any injury, loss or damage to person or property caused by other residents or other persons, or caused by theft, vandalism, fire, water, smoke, fumes, mold, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Owner. Therefore, the Tenant agrees that during the term of this agreement, and any renewal or extension thereof, the Tenant shall, at the Tenant's sole cost and expense, purchase a renter's form of homeowner's insurance coverage providing for personal liability coverage of no less than \$100,000.00 per claim, and providing coverage to keep the Tenant's personal property on and in the Property insured for the benefit of the Resident against loss or damage. Tenant shall name Agent and Owner as additional insureds on said policy. Tenant shall provide a copy of said policy to Owner at the commencement of the Lease and upon the request of the Owner. Failure to maintain the required insurance shall be a material and substantial breach of the Lease warranting an eviction.

41. **PREJUDGMENT INTEREST:** If the Resident violates this Lease and the violation results in monetary loss to the Owner, then the Owner will be entitled to prejudgment interest at six percent (6%) per annum, on the amount due, from the date the Owner mails a written list of damages to the Tenant.

42. **AIR CONDITIONER/FURNACE FILTERS:** Tenants are solely responsible for the purchase and installation of replacement air filters.

43. **HARDWOOD FLOORS:** Tenants shall provide felt pads for the feet and/or bottom of any and all furniture, including chairs, throughout the Property where hardwood is present, for the purpose of protecting the floor.

44. **WINDOW TREATMENTS/BLINDS/CURTAINS/SHADES, ETC:** Tenants shall be permitted use of all window treatments, blinds, curtains, or other window coverings installed on premises upon taking of possession. Notwithstanding such, Tenants are solely responsible for their maintenance, and the installation and cost of any additional window treatments, blinds, curtains, or other window coverings, or replacements. Any blinds and/or curtain bars installed by Tenants become a fixture of the premises, and must not be removed upon the termination of the tenancy.

45. **INSPECTIONS REQUIRED BY HOUSING AUTHORITIES AND VOUCHER PROGRAMS:** Tenant shall be solely responsible for being available, or otherwise allowing access to the Property, for any scheduled inspection of the Property required by any applicable government housing authority, including, but not limited to, the Department of Housing and Urban Development (HUD), the Housing Authority of Baltimore City, the Baltimore City Department of Housing and Community Development, in connection with payment of rent on behalf of the Tenant from any voucher assistance program, such as the Housing Choice Voucher Program, commonly known as "Section 8." Failure of Tenant to allow access to the Property for any inspection, shall be considered a material breach of this lease.

46. **SNOW & ICE REMOVAL (Single Family Homes only):** a) Tenant is solely responsible for the removal of all snow and ice from sidewalks in front of the Property, exterior stairs, landings, and hand rails, and rear parking pad. Tenant shall remove all snow and ice from such areas in a reasonably expedient manner, and as required by Baltimore City Law. Tenant hereby agrees to release, hold harmless, and indemnify Owner, from any and all claims for injuries related to lack of snow and/or ice removal by any Tenant, any occupant, guest, employee, or agent of Tenant, and all other passers-by.

b) Owner hereby advises that the alley behind the Property is not plowed by the City of Baltimore, or Owner. Tenant is solely responsible for any damages to Tenant's vehicles caused by operating said vehicle in the unplowed alley, or parking pad. Furthermore, Owner is not responsible for any inconvenience of Tenant caused by the immobilization of Tenant's vehicle in the alley, or the rear parking pad caused by snow and/or ice. Tenant shall park their vehicle in the rear parking pad at their own risk before, during or after any snowfall accumulation.

47. **SMOKING PROHIBITION:** This is a non-smoking Property. There shall be no smoking inside the Property, nor outside of the Property within 25 feet of doors or windows. "Smoking" includes, but is not limited to, vaping or any kind, cigarettes or cigars of any kind, or any apparatus to burn and inhale tobacco, marijuana, or drugs of any kind.

48. **PROHIBITIONS/LIMITATIONS ON CERTAIN PERSONAL ITEMS OF TENANT:**

- a. No waterbeds are allowed
- b. Fish tanks shall not exceed five (5) gallons in size.

49. **TENANT SHALL BE AVAILABLE FOR SERVICE AND/OR REPAIR TECHNICIANS:** Tenant shall be solely responsible for being available, or otherwise allowing access to the Property, for any scheduled repair or improvement by any and all service and/or repair technician, irrespective if the negligence of Tenant caused, or did not cause, the need for said repair and improvement. Refusal by Tenant to allow access for scheduled repairs or evaluations, whereby Tenant received advance notice, is a material breach of lease warranting eviction, and shall be subject to a fee of \$150.00 for each occurrence, deemed as additional rent.

50. **SEVERABILITY:** If any provision of this Lease or application is held invalid to any person or circumstance, that invalidity will not affect other provisions or applications of this Lease that can be in effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

51. **POSITIVE PAYMENT HISTORY REPORTING:** Pursuant to Md. Code Ann. Real Prop. §8-208.4, Tenant shall have the option to have positive rent payment history reported to a consumer reporting agency.

If Tenant elects to OPT-IN to positive rent payment history reporting, the following provisions apply:

- a. Positive payment history shall be reported to one of the three (3) major credit bureaus.
- b. Tenant shall pay a monthly fee in the amount of \$10.00, not as rent, but due on the same date monthly rent is due.
- c. Tenant may opt-out of positive rental payment history reporting at any time, by advising the Agent in writing through email, or the Tenant Portal. If Tenant opts-out, Tenant may not opt back in for six (6) months.
- d. If Tenant fails to fail to monthly pay the fee required in (b), above, more than thirty (30) days after due, Agent may stop reporting Tenant's positive rental payments, and Tenant may not re-elect to have Agent report such payment history for six (6) months after the due date of the first missed payment.

If Tenant elects to OPT-OUT to positive rent payment history reporting, you may opt-in at anytime, by advising the Agent in writing through email, or the Tenant Portal

I hereby OPT-IN ☐ | OPT-OUT ☒ to Positive Payment Reporting History

Tenant Initials 

52. **ENTIRE AGREEMENT:** Neither the Owner nor Agent's representatives have made any oral promises, representations, nor agreements. This Lease is the entire agreement between the Tenant, the Owner and the Agent. The Owner's and Agent's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate the Lease or any part of it, unless in writing, and no authority to make promises, or

agreements that impose security duties or other obligations on the Owner, Agent or their representatives. No action or omission of Owner's or Agent's representative will be considered a waiver of any subsequent violation, default or time or place of performance. Not enforcing, or belatedly enforcing, written notice requirements, rental due dates, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, the Tenant waives any notice and demand for performance from the Owner if the Tenant defaults. Written notice to or from the Agent's managers constitutes notice to or from the Owner and Agent. Any person giving notice under this Lease should retain a copy.. All notices must be signed. Electronic signatures are binding.

Exercising one remedy will not constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is hereby waived by all parties. No employee, agent, or Management Company is personally liable for any of Owner's or Agent's contractual, statutory, or other obligations merely by virtue of acting on its behalf. All provisions regarding the Owner's or Managing Agent's non-liability and non-duty apply to Owner's and Agent's employees, agents and management companies. All lease obligations must be performed in the city/county where the Premises are located.

53. RESIDENTS IN THE MILITARY OR EMPLOYED BY THE DEPARTMENT OF STATE: If prior to the expiration date of this lease or any extension or renewal hereof, a Resident who is covered by the Servicemembers Civil Relief Act (SCRA) and receives permanent change of duty station or a temporary change of duty station for a period in excess of ninety (90) days, orders requiring a person to move into quarters located on a military installation, or a release from active duty, including: (i) Retirement; (ii) Separation or discharge under honorable conditions; and (iii) Demobilization of an activated reservist or a member of the National Guard who was serving on active duty orders for at least 180 consecutive days, Owner agrees to cancel this Lease subject to the following conditions, pursuant to Md. Code Ann Real Prop. §212.1:

- A. Resident remains responsible for any damages beyond normal wear and tear.
- B. Resident's liability for rent will not exceed thirty (30) days' rent after written notice and proof of assignment change are given to Agent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

AGENT: East Coast Management Company, LLC, on behalf of named OWNER

BY: *Daniel Batkhan* (SEAL)

x *Shaloff* (SEAL)
Tenant

Sanitation Guide for Trash Removal by Baltimore City

Address: 1253 Sargeant St Baltimore, MD 21223

1. Your Trash Day is: **Wednesday**

2. On trash day or **the evening before**, your trash container must be rolled to front for pick-up. All trash must be inside a container with a tight-fitting lid and may not overflow or protrude beyond the lid. Trash may not be set out in bags; trash may not be set out on corners or on vacant lots.

3. Return the trash container to the storage area after the trash has been collected. Trash containers cannot remain on streets sidewalks or alleys on non-collection days.

4. Between trash days all trash must be stored properly in a trash can with a tight-fitting lid.

5. Your Recycling Day is: **Friday**

6. Baltimore City offers single stream recycling of clean: paper/cardboard, aluminum and steel cans; glass bottles and jars; plastic cups; containers & bottles; aluminum foil & pans; milk and juice cartons. All containers must be clean and empty. No soiled items or food. Place items in any box, bin or other container. Items for recycling cannot be placed in plastic bags for collection.

7. You are provided 1 trash can. If you wish to participate in Baltimore Cities single stream recycling program you are responsible for procuring your own recycling bin. Trash cans are required to have hinged lids and may not exceed 35 Gallons in size. It is your responsibility to replace your trash can should it be lost, stolen or damaged. You are not permitted to use more than 1 trash can per household. If you trash or recycling volume exceeds the size of your bin, you must take it to your local sanitation yard (Dump/Landfill)

8. If your lease allows for pets, Dog Waste, Kitty Litter or Small animal bedding must be cleaned up immediately and disposed of properly. **If your lease does not allow pets, then absolutely no pet waste can be placed in trash or recycling bins.**

9. Bulk trash items, oversized trash items like furniture or appliances, may not be stored on the exterior of the property. Baltimore City offers bulk trash removal for free. Call 311 to schedule a bulk trash pickup. You may also contact 311 to schedule a bulk trash pickup or go online at 311.baltimorecity.gov

LEASE ADDENDUM (BALTIMORE CITY ONLY)

Legal Assistance Resources and Tenant's Rights

TO BE PROVIDED AT LEASE SIGNING AND ATTACHED TO THE LEASE AND MADE A PART THEREOF

When you sign your Lease you agree to pay your rent on time along with other promises made in the lease. If you fail to pay your rent, your Landlord may begin legal action to evict you, known as a Complaint for Failure to Pay Rent-Summary Ejectment Notice. If that happens you have the right to know the amount of rent due, have your landlord prove that amount, bring items which are a threat to life, health or safety and have not been repaired by the landlord after being notified about them before a court and to have a Judge hear any dispute. Landlords must be licensed in order to rent property and must comply with Maryland's lead paint laws if the rental property is older than 1978.

The services and resources listed here may be able to help you at no or low cost if you are sued for late rent:

Legal Services –Advice Only

- District Court Self- Help Resource Center- 410 260 1392, 501 E. Fayette St., 3rd Fl., Baltimore, MD 21202
<http://mdcourts.gov/legalhelp/districtctselfhelpctr.html> Free-walk-ins welcome.

Legal Representation and Advice

- In Court-Pro Bono Resource Center of MD-Tenant Volunteer Lawyer of the Day Program - Free 443 273-5200, www.probonomd.org (same day representation at 8:30 AM Docket Tuesday- Friday)
- Public Justice Center -410 625 9409 or 410 878 8664, 501 E. Fayette St., RM 203, Baltimore, MD 21202
www.publicjustice.org (Legal Representation and Advice) Free
- Maryland Legal Aid- 410 951 7777, www.mdlab.org ,500 E. Lexington St. Baltimore, MD 21202 (Legal Representation and Advice –focused on subsidized housing) Free
- Homeless persons Representation Project- 410 685 6589, www.hprplaw.org , 201 N. Charles St, Ste 1104, Baltimore, MD 21201 (Advice, Representation, Veterans Benefits re subsidized housing)Free
- Green and Healthy Homes Initiative 410 534 6447, greenandhealthyhomes.org (Advice and Representation regarding lead and other health hazards)
- Peoples Law Library-(Legal Information ONLY) www.peoples-law.org

Mediation (A free Mediator helps people talk about issues and create solutions to meet their needs)

- In Court Mediation by Dist. Ct. of MD, Alternative Dispute Resolution Office- Ask Courtroom Clerk or Judge how to sign up for this service) more at <https://mdcourts.gov/distict/adr/home/rentcourt>
- Baltimore Community Mediation Center 410 467-9165, www.communitymediation.org (services available to resolve a variety of disputes not just court cases)

Financial Assistance – General and to Avoid Eviction

- 211-General Financial assistance
- Eviction Prevention- 410 878 8650, Dist. Court, 501 E. Fayette Street, RM 207 Balt., MD 21201

Tenant



Approved for Use by
Baltimore City Department of Housing and Community Development

LEASE ADDENDUM

Surety Bond in Lieu of Security Deposit

Per MD Code Real Prop. 8-203:

A landlord may not require the tenant to purchase a surety bond and is not required to consent to the tenant's purchase of a surety bond. Instead of paying all or part of a security deposit to a landlord under this section, a tenant may purchase a surety bond to protect the landlord against:

1. Nonpayment of rent;
2. Damage due to breach of lease; or
3. Damage caused by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord.

A surety shall refund to a tenant any premium or other charge paid by the tenant in connection with a surety bond if, after the tenant purchases a surety bond, the landlord refuses to accept the surety bond or the tenant does not enter into a lease with the landlord.

The amount of a surety bond purchased instead of a security deposit may not exceed two months' rent per dwelling unit. If a tenant purchases a surety bond and provides a security deposit in accordance with this section, the aggregate amount of both the surety bond and security deposit may not exceed two months' rent per dwelling unit. If a landlord consents to a surety bond but requires the surety bond to be in an amount in excess of two months' rent, the tenant may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney's fees. If a landlord consents to both a surety bond and a security deposit but requires the surety bond and the security deposit to be in an aggregate amount in excess of two months' rent, the tenant may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney's fees.

Before a tenant purchases a surety bond instead of paying all or part of a security deposit, a surety shall disclose in writing to the tenant that:

- (i) Payment for a surety bond is nonrefundable;
- (ii) The surety bond is not insurance for the tenant;
- (iii) The surety bond is being purchased to protect the landlord against loss due to nonpayment of rent, breach of lease, or damages caused by the tenant;
- (iv) The tenant may be required to reimburse the surety for amounts the surety paid to the landlord;
- (v) Even after a tenant purchases a surety bond, the tenant is responsible for payment of:
 1. All unpaid rent;
 2. Damage due to breach of lease; and
 3. Damage by the tenant or the tenant's family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord.

The tenant has the right to pay the damages directly to the landlord or require the landlord to use the tenant's security deposit, if any, before the landlord makes a claim against the surety bond. If the surety fails to comply with the requirements of this paragraph, the surety forfeits the right to make any claim against the tenant under the surety bond.

A tenant who purchases a surety bond in accordance with this subsection has the right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of the damages that exist at the commencement of the tenancy, if the tenant requests an inspection by certified mail within 15 days of the tenant's occupancy.

The 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, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice.

The surety or landlord shall deliver to a tenant a copy of any agreements or documents signed by the tenant at the time of the tenant's purchase of the surety bond.

A surety bond may be used to pay claims by a landlord for:

1. Unpaid rent;
2. Damage due to breach of lease; or
3. Damage by the tenant or the tenant's family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord.

A surety bond does not represent liquidated damages and may not be used as payment to a landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach. Except as provided above, a surety may not, directly or indirectly, make any other payment to a landlord. At least 10 days before a landlord makes a claim against a surety bond subject to this subsection, the landlord shall send to the tenant by first-class mail directed to the last known address of the tenant, a written list of the damages to be claimed and a statement of the costs actually incurred by the landlord. A tenant shall have the right to pay any damages directly to the landlord or require the landlord to use the tenant's security deposit, if any, before the landlord makes a claim against the surety bond. If a tenant pays any damages directly to the landlord or requires the landlord to use the tenant's security deposit under subparagraph (i) of this paragraph and the payment fully satisfies the claim, the landlord shall forfeit the right to make a claim under the surety bond for any damages covered by the tenant's payment or the amount deducted from the tenant's security deposit in accordance with subparagraph (i) of this paragraph. The tenant may dispute the landlord's claim to the surety by sending a written response by first-class mail to the surety within 10 days after receiving the landlord's claim on the surety. If the tenant disputes the claim, the surety may not report the claim to a credit reporting agency prior to obtaining a judgment for the claim against the tenant.

(ii) If a surety fails to comply with the requirements of this subsection, the surety forfeits the right to make any claim against a tenant under the surety bond.

(13) If a surety, in an action against the tenant, asserts a claim under the surety bond without having a reasonable basis to assert the claim, the court may grant the tenant damages of up to three times the amount claimed plus reasonable attorney's fees.

(14) A surety bond issued under this subsection may only be issued by an admitted carrier licensed by the Maryland Insurance Administration.
MD Code Real Prop. 8-203 Security deposits (Maryland Code (2020 Edition))