Residential Lease

THIS LEASE, is made 08/10/2026 by and between _____ , as Agent for Landlord Elmer Orellana (hereinafter referred to as "Landlord" or "Landlord/Agent") and Jose Julian Hernandez Santiago Denise Renee Helena Barrera (hereinafter referred to as "Tenant") (the "Lease"), WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as 1341 Cambria St Baltimore MD 21225 (the "Premises") for the term of 12 Months beginning on the first day of August 2026 and ending on the last day of July 2027 (the "Term")

Mail Box Number _____ Reserved Parking Space Number(s)/Location _____

GENERAL PROVISIONS:

1. **RENT:**
Tenant covenants and agrees to pay rent in equal monthly installments of $ 1,900.00 in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is $ 22,800.00 . Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; t hereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to Elmer Orellana at Landlord's bank (or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/o r applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or othe rwise.

☐ Check if the Takoma Park Rent Escalation Clause provided in the Special Provisions for Takoma Park is applicable to the Premises.

2. **TENANT LIABILITY:**
Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease and for compliance with the applicable law.

3. **PRO RATA:**
It is additionally understood and agreed that Tenant is to commence occupancy of the Premises on 08/10/2026 . On _____ the sum of $ 1,270.00 shall be due as "pro rata" rent for the period 08/10/26 through 08/31/26 .

4. **ADDITIONAL CHARGES:**
Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within ten (10) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the amount of the unpaid monthly rent. However, the ten (10) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this Lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge(which sum shall not exceed the maximum permitted by state law) of $45.00 will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

5. **SECURITY DEPOSIT:**
In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of $ 1,500.00 , receipt of which is hereby acknowledged, which sum does not exceed (one (1) month's rent, which is to be held as collateral security and applied on any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the Premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, employees, agents, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security

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deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the Federal government or the State of Maryland. The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the Premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the security deposit to the Tenant together with simple interest, as set forth by Section 8-203(e)(1) of the Real Property Article of the Maryland Annotated Code less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security with Landlord/Agent, provided said security deposit is Fifty Dollars ($50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the Premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the Premises, and provides the Landlord with his/her new address.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the Premises. 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 Premises.

In the event of a sale of the property upon which the Premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the new Landlord/Agent, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent 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/Agent.

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/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the Tenant/assignor.

The failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

The Landlord or Landlord's estate, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law.

6. POSSESSION:

If on the date of this Lease Landlord is unable to deliver possession of the Premises on or before the commencement of the Term of the Lease, Tenant's right of possession hereunder is postponed until possession of the Premises is delivered, and the rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the Lease, at which time the security deposit and any rent paid must be returned to the Tenant within five (5) business days after Landlord's receipt of the notice.

7. USES/AUTHORIZED OCCUPANTS:

The premises will be used solely for residential purposes and be occupied by no more than **4** persons, including children. The following persons and no others, except after born children, children adopted by Tenant, or children of whom Tenant is appointed guardian are authorized by Landlord to reside within the Premises:

Jose Hernandez, Denise Barrera, Denali Hernandez, Alexander Hernandez

Tenant will not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant shall not permit any person on the Premises with the Tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased Premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased Premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased Premises or common areas by the Tenant, family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the Premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased Premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the Premises if vehicular and foot

8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS:

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or

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hereafter in effect by the N/A (print name of common ownership community, if applicable). A copy of this Lease must be submitted to the common ownership community, if required. Any obligation of the Landlord that affects the use and occupancy of the leased Premises or common areas is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the Rules and Regulations. In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

The provisions herein notwithstanding, if the legal documents and Rules and Regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

9. PETS/SERVICE ANIMALS:

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

JH DH (Tenant's Initials) EO (Landlord's Initials)

Tenant is authorized to have pets:
☐ **Yes** ☐ **No**

ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____

Pet Deposit: An additional deposit may be added to the security deposit in consideration of Landlord allowing Tenant to keep pet on property. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.**

B. Service Animals: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy.

Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord shall not require a Tenant with a disability accompanied by a service animal to pay a pet deposit for the service animal.**

Tenant has service animal: ☐ **Yes** ☐ **No**

ALLOWED _____ TYPE OF SERVICE ANIMAL(S) _____

Tenant shall provide documentation for service animal from licensed medical professional meeting applicable federal, state and local guidelines prior to tenancy.

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

10. MAINTENANCE:

Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible, after the first thirty (30) days of occupancy, for general control and elimination of household pests including, but not limited to, fleas, ticks,

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roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the Premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

All garbage and trash must be placed by Tenant in suitable covered containers and disposed of in a clean and sanitary manner by depositing it appropriately for regular pick-up and removal or placing it in trash chutes or in a trash room in accordance with the rules and regulations applicable to the Premises. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

Landlord/Agent is responsible for replacement of or repairs to structural elements of the building (or unit to which this Lease applies), major appliances (including washers/dryers and air conditioning, if furnished) and electrical, plumbing, and heating systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; load-bearing walls and partitions; columns, lintels, girders and loadbearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event Landlord fails to correct a violation cited by Housing Code Enforcement that constitutes a threat to health and safety of Tenant after the time specified, the Director of the Department of Housing and Community Affairs (DHCA) may authorize Tenant to correct violation by licensed contractor chosen from a list maintained by DHCA and deduct the reasonable cost of repair (up to one month's rent).

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent. It is further agreed and understood that in the event the items described as Tenant's responsibilities in this Lease are not properly maintained in accordance with the terms hereof, after ten (10) days' written notice from the Landlord/Agent to Tenant of the need for maintenance if the maintenance is not performed, the Landlord/Agent has the right to complete the necessary maintenance and charge the Tenant for the expenses up to a maximum of $50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of $250.00 for total maintenance costs per annual lease term. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, family, guests, employees, invitees or pets.

If Tenant and Landlord make arrangements for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled. Further, should Tenant require that such vendor appointments be made during vendor's overtime hours, and the work required does not qualify as an emergency, Tenant shall be responsible for the additional charges incurred to accommodate said overtime request.

11. UTILITIES:

Tenant must pay all applicable, individually metered gas, electricity or water utility charges. Additionally, Tenant is responsible for trash removal charges if a private hauler provides that service and the Premises is not located in a County trash collection district. In instances where water is individually metered, Tenant shall be required to furnish a receipted water bill within 30 days after the termination of the Lease, extension or renewals thereof or Landlord/Agent will deduct the amount of the final bill from Tenant's security deposit. Landlord shall provide one working phone jack and is not required to install nor maintain cable, phone lines, jacks, cable wiring or multiple phone line access. Tenant may be required to remove satellite dishes and/or visible cables and to restore the Premises to its original condition.

In the event that refuse collection for the property is billed to the Landlord/Agent via the Real Estate Tax Bill, then Tenant shall pay for the refuse charge reflected in said Tax Bill and any subsequent increase during the term of this Lease. Payment of same shall be made when demanded by Landlord/Agent.

Tenant acknowledges responsibility for ☒ **Water** ☒ **Gas** ☒ **Electric** ☒ **Other** **Tenant Pays All.**

12. HEATING OIL :

Fuel Oil tank will be ☐ **filled** or ☐ **measured** prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel tank ☐ **full** or **have it** ☐ **measured** upon termination of occupancy. If measuring method is elected Landlord/Agent and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease. Tenant agrees to purchase heating oil from _____ Company at _____

Phone _____ , as Landlord/Agent requires the service contract remain in effect with this company.

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13. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:

A. Landlord/Agent assumes no responsibility or liability for any non-reported malfunctions to or misuse of smoke detectors and carbon monoxide detectors by the Tenant which results in injury or damage to persons or to the leased Premises and the Tenant shall be responsible for any fines by any governmental agency.

B. Landlord shall have smoke detectors and carbon monoxide detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to tenancy.

14. ALTERATIONS:

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the Premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the Premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association permission. If the Premises is subject to a common ownership community, Tenant may not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

15. VEHICLE PARKING:

No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the property. Any vehicle as described herein that is parked on the property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property

There also shall be no parking or storage of commercial vehicles on the property at any time. For the purposes of this Lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable common ownership community.

16. SUBLET/ASSIGNMENT:

Tenant must not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of $ **Not allowed.** service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or sub tenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

17. INSURANCE:

Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that Tenant fails to purchase or maintain a renter's policy the Landlord may at Tenant's expense purchase said policy to be in effect throughout the Lease. Tenant will do nothing and permit nothing to be done on or about the Premises, which will contravene any fire insurance policy covering the Premises.

18. HOLD HARMLESS:

Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased P remises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said Premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

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19. LANDLORD/AGENT ACCESS TO PROPERTY:

A. **Routine Entry:** Landlord/Agent may enter the Premises after giving due notice (24 hours or for Takoma Park 48 hours) to the Tenant (that the Tenant has not objected to) to do the following: (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; (iv) or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants (only during normal business hours including weekends) except as the Landlord and Tenant otherwise agreed or except as set forth in Paragraph 19(f) below.

B. **Emergency Entry:** Landlord/Agent may enter the Premises immediately without notice to Tenant in an emergency situation.

C. **Entry to Perform Requested Repairs:** Any request for service from Tenant is construed to mean that permission to enter the Premises has been granted for the purpose of making requested repairs, except that in Takoma Park the repairs must take place within two (2) weeks from the request.

D. **Entry for Governmental Agency** Inspection: Landlord/Agent may enter the Premises after due notice to the Tenant (24 hours or for Takoma Park 48 hours) when the Landlord is required to allow access to the government agency responsible for an inspection. Seventy-two (72) hour notice prior to annual/biannual or triennial inspections from County Code Enforcement.

E. **Entry for Good Cause:** Landlord/Agent may enter the Premises after due notice to the Tenant (24 hours or for Takoma Park 48 hours) when the Landlord has good cause to believe that the Tenant may have breached the Lease or may be in violation of County, State, or Federal law, or with respect to premises located with the City of Gaithersburg, (a violation of Chapter 13 of the Gaithersburg City Code).

F. **Entry for Showing Property:** During the last **60** days of the term of this Lease or any extension thereof, Landlord/Agent may put the Premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the Premises. Tenant agrees to cooperate with Landlord/Agent in showing the property. Tenant is advised that on occasion he or she may be asked to exhibit the Premises on less than twenty-four (24) hours notice.

G. **City of Gaithersburg:** The Landlord/Agent must leave a copy of the work order or notice with the Tenant or inside the Tenant's unit.

20. DEFAULT:

A. In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the Premises in violation of any rule, regulation, or ordinances of the Landlord/Agent, any common ownership community, any governmental rental authority, or any federal, state or local law, then, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by sending via first class mail to the Tenant a thirty (30) day written notice to quit and vacate the Premises that includes the basis for said termination (thirty (30) days written notice from the rent due date for Takoma Park).

B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent - Landlord's Complaint for Repossession of Rented Property.

C. Tenant action to prevent entry after duly authorized notice shall constitute a default.

D. In the event the breach of lease involves behavior by the Tenant or any person on the Premises with the Tenant's consent, that demonstrates a clear and imminent danger that Tenant or said person will cause serious harm to themselves, other tenants, the Landlord, the L andlord's property or representatives, or any other person on the Premises, the Landlord/Agent has the right to terminate this Lease if the Landlord/Agent gives to the 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. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

21. BANKRUPTCY OF TENANT:

If Tenant violates any of the provisions of this Lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the Premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this Lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this Lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises. This provision of this paragraph shall survive the termination of this Lease.

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22. COURT AWARDED LEGAL FEES:

In an action by Landlord to recover possession of the leased Premises, including a nonpayment of rent action, Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the court in a Failure to Pay Rent action, the attorney's fees are not part of the Tenant's rent and need not be paid to redeem the Premises. If Tenant is the prevailing party, Landlord is obligated to pay Tenant's attorney's fees and costs as awarded by the court.

23. RETALIATORY EVICTION:

A. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by Tenant against the Landlord/Agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

B. The Landlord must not actually or constructively evict or attempt to evict Tenant from, or deny Tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

24. WAIVER CLAUSE:

Any waiver of a default hereunder is not to be deemed a waiver of this Lease or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

25. TERMINATION/HOLD-OVER (Except Takoma Park):

A. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other written notice of termination two (2) calendar months prior to the expiration of the Term.

B. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

C. Failure to vacate the Premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This Lease shall serve as notice of a rent increase of 100 % of the last rent charged if Tenant holds over after proper notice.

JH DH (Tenant's Initials) JH DH (Tenant's Initials)

26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES:

A. Tenant will, upon termination of this Lease, surrender the Premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the Premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the Premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the Premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the Premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

B. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving or Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the Premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the date of intended moving as designated in Tenant's notice.

27. ABANDONED PERSONAL PROPERTY:

Any personal property which is left on the Premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

28. DESTRUCTION:

If the Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

29. SUBORDINATION:

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised Premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

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30. ESTOPPEL CERTIFICATE:

Tenant will, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

31. AGENCY:

The Owner recognizes (Brokerage) N/A as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Landlord hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

32. MANAGEMENT:

These premises will be managed by Elmer Orellana (Landlord) (Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Landlord and that Agent is acting as a conduit of funds. Accordingly, Landlord and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Landlord. Landlord must abide by all provisions of Security Deposit Law in the State of Maryland. Tenant and Landlord agree that Agent is not liable for any violations or breach by Landlord or Tenant of the terms of this Lease or applicable State, County, or local laws.

33. AUTHORIZATION TO INSTALL KEYBOX (Except Takoma Park):

The undersigned Tenant agrees that the Landlord/Agent, during the last 60 days of this Lease or any extension thereof may install a Key-Box on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key-Box unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law

34. CANCELLATION BY TENANT IN INITIAL TERM:

A. Reasonable cause beyond T enant control: The initial term of this Lease may be terminated upon thirty (30) days written notice to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, domestic violence, senior living (Tenant or spouse is at least 62 years of age, can no longer live independently and must move to nursing home/other senior citizen housing), Resident incarcerated or declared mentally incompetent, housing provider harassing resident or violates resident's privacy or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date.

B. Reason within Tenant control: If Tenant elects to voluntarily terminate this Lease during the initial term (for example, house purchase, voluntary job change, marriage) two (2) calendar months written notice prior to the rent due date to quit and vacate -- to run from the first of the month to the last day of the second month -- shall be given to Landlord/Agent. Tenant shall be responsible for rent payment during that period. Furthermore, Tenant shall be responsible for reasonable advertising and redecorating expenses, lost rent and other expenses incurred by Landlord/Agent as a result of Tenant's premature termination of this Lease. Landlord/Agent is not obligated to provide Tenant notice that the dwelling unit has been re-rented. Upon re-rental, Tenant will be held secondarily liable for default(s) by subsequent Tenant(s) in the payment of rent during the balance of the initial term of this Lease. If the leased Premises are located in a multi-family structure or condominium building where Landlord owns multiple units, Landlord/Agent is under no obligation to rent Tenant's vacant dwelling unit before any other vacant dwelling unit in the rental facility.

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35. MILITARY CLAUSE:

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant, or Tenant's spouse, may terminate the Lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the Premises caused by the Tenant, if any. The Landlord/Agent will refund the security deposit less deductions for unpaid rent and damages, if any, within 30 days of the date of termination.

36. RENT INCREASES:

A. Frequency and Amount: Rent may not be increased more than once per twelve (12) month period

B. Notice: Ninety (90) days prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the Premises in the event Tenant does not agree to pay the rent increase. In the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent. Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the Premises at the end of the initial term or any extension thereof, Tenant must give written notice to the Landlord/Agent on the 1st of the month in which the tenancy or intended tenancy will expire of intention to so vacate and must then vacate by the end of the initial term or any extension thereof.

C. Each written rent increase notice must contain the following:

i. The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
ii. The effective date of the proposed rent increase.
iii. The applicable rent increase guideline issued under section 29-53 of the Montgomery County Code.
iv. A notice that Tenant may ask the Department to review any rent increase that Tenant considers excessive.
v. Other information as the Landlord deems useful in explaining the rent increase.

37. NOTICES:

A. Pursuant to Section 8-210(a) Real Property Article of the Annotated Code of Maryland, for purposes of notices to the Landlord, the name of the Landlord or Landlord's Agent is **Elmer Orellana**

and Landlord/Agent's address is _____

Landlord/Agent's telephone number is **(240) 274-4090**.

Notice to and service upon the agent shall constitute notice to and service upon the Landlord. In the event that the Landlord/Agent changes address, the Landlord/Agent must notify the Tenant in writing within 10 days of the change. Whenever the ownership of the rental property changes hands, the transferor must notify the Tenant of the name, address and office location of the transferee within 10 days of the change. If the transferee is a corporation, the transferor must list the most current name and address of the resident agent of the corporation.

B. Any written notice regarding any of the provisions of this Lease must be given by **Jose Hernandez, Denise Barrera** on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Any notice, other than any notice regarding the final move-out inspection, is effective upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage.

38. RECEIPTS:

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, if payment is not in cash or with a money order, upon Tenant's request for a receipt.

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39. MISCELLANEOUS:

A. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the Premises, and the rental rate without requiring execution of the Lease or any prior deposit.

B. If this Lease contains a Lease Option Agreement as defined in Section 8-202(b), Real Property Article, Maryland Annotated Code, the lease must state on its face: THIS IS NOT A CONTRACT TOBUY.

C. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.

D. Tenant acknowledges that the statements and representations made in the signed application for said Premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

E. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

F. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

G. Plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the Premises aforementioned.

H. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

I. If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be rekeyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

40. EMERGENCY NUMBER

In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: **240-274-4090**

41. LEAD PAINT

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. All residential properties built prior to 1978 must be registered with the Maryland Department of the Environment. Tenants must receive the Federally approved pamphlet "Protect Your Family from Lead in Your Home", copy of current Lead inspection certificate, and the Maryland pamphlet MDE "Lead Poisoning PreventionNotice of Tenants' Rights".

Tenant has read the Lead warning statement above and acknowledged receipt of copies of any information listed.

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42. MANDATORY SPECIAL PROVISIONS (must check one or more):

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43.

44. ADDITIONAL PROVISIONS: Further Provisions and Additions:

Tenant agrees to maintain the property in good condition throughout the term of the lease, including regularly mowing the lawn and performing routine upkeep. Tenant shall be responsible for maintaining, repairing, or replacing, as necessary, the HVAC system, sewer/septic system, electrical system, plumbing, and all other utility-related systems serving the property.

Tenant shall be responsible for establishing, maintaining, and paying for all utilities serving the property during the lease term.

Rent shall be subject to an annual increase of five percent (5%) upon renewal of the lease.

If either the Landlord or the Tenant elects to terminate or not renew the lease, that party shall provide the other party with at least sixty (60) days' prior written notice.

ADDITIONAL ADDENDA ATTACHED : ☐ **Yes** ☐ **No**

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this Lease.

Jose Julian Hernadez Santiago	08/10/2026	Elmer Orellana	08/10/2026
Tenant **Jose Julian Hernandez Santiago**	Date	Landlord	Date
Denise Renee Helena Barrera	08/10/2026		
Tenant **Denise Renee Helena Barrera**	Date	Landlord	Date
		N/A	
Tenant	Date	REALTOR® Firm	
Tenant	Date	Agent	Date

Security Deposit Received: $ **1,500** From _____ On _____ Date

First Month's Rent Received: $ _____ From _____ On _____ Date

Pro-Rata Rent Received: $ **1,270.00** From _____ On _____ Date

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☐ **Guarantors:** If box is checked, this Lease is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of Montgomery County in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of Montgomery County as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor

Address of Guarantor

Signature of Guarantor Date

Name of Guarantor

Address of Guarantor

Signature of Guarantor Date

Name of Guarantor

Address of Guarantor

Signature of Guarantor Date

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