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Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

MARYLAND TENANTS' BILL OF RIGHTS

(EFFECTIVE JULY 1, 2025)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it by June 1 each year. Landlords must attach the latest version of this document to every residential lease. (Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

This document summarizes significant rights of tenants under Maryland law. It is not a complete list of every tenant right. It does not cover every detail, exception, or difference that may apply on a case-by-case basis.

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research
- Consulting with an attorney

Some local jurisdictions within the state may offer additional rights to residential tenants. But the rights in this Maryland Tenants' Bill of Rights apply to all residential tenants in Maryland.

This is general information and does not constitute legal advice. You are encouraged to speak with an attorney if you have questions about your rights as a tenant. Contact information for legal services is listed at the end of this bill of rights.

1. RENTAL APPLICATIONS

A landlord who rents five or more units may not charge more than $25 in fees, outside of a security deposit.

Some landlords may choose to accept a tenant screening report prepared in the previous 30 days by a consumer reporting agency which the tenant obtains and pays for. If a landlord accepts such a report from you, the landlord may not charge you an application fee.

(Real Property Article of the Maryland Code, Sections 8-213 and 8-218)

2. LEASES & TENANCIES

A landlord that rents five or more units in Maryland is required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.

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However, if your landlord does give you a written lease, it must include:

- A statement of the condition of the property
- An explanation of who is responsible for utility bills and property repairs
- A receipt for your security deposit
- A copy of the most recent version of the Maryland Tenants' Bill of Rights
- Contact information for the landlord or the contact information of an agent authorized to receive notices and service of process on the landlord's behalf.

A landlord that rents four or fewer units in the state is not required to use a written lease.

Some local jurisdictions may require additional information in leases.

A lease may not include:

- Requires you to allow the landlord to "confess judgment" on a claim arising out of the lease;
- Anything that says you give up your legal rights under the law or your right to a jury trial
- Any provision that shortens any notice period required by law
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law

An automatic renewal term in a lease must:

- Be separate from other parts of the lease
- Be signed or acknowledged by you separately

For the landlord to end your tenancy:

- For a written lease with a stated term, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For month-to-month periodic tenancies, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For year-to-year periodic tenancies, the landlord must notify you in writing at least 90 days before the tenancy ends

For you to end your tenancy:

- For leases with a stated term, month-to-month tenancies, and all other tenancies but a year-to-year tenancy, you must notify your landlord in writing at least 30 days before terminating the tenancy
- For year-to-year tenancies, you must notify your landlord in writing at least 90 days before terminating the tenancy

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- Exceptions to these provisions:
    - Exception #1: If you are a victim of domestic violence or sexual assault and have a protective order or peace order, you have 30 days to vacate the leased premises after giving notice. You are only responsible, however, for rent from the time following the notice, until the date that you vacate, which may be fewer than 30 days. If you vacate in fewer than 30 days after giving notice, you must provide signed, notarized, written notification to the landlord, by first class mail or hand delivery, stating that you vacated the premises.
    - Exception #2: These provisions do not apply in Baltimore City.

If neither side gives notice, your lease may automatically renew or become month-to-month, depending on the terms of your lease. Less common tenancies like week-to-week, year-to-year, or farm tenancies have different notice requirements.

(Real Property Article of the Maryland Code, Sections 8-208, 8-210, and 8-402)

3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee, but it cannot be more than 5% of the late rent amount
- Your landlord must give you a receipt for your rent payment if you pay rent in cash.
- Your landlord may only increase your rent when your lease is renewed. In most cases, they must tell you in writing 90 days in advance of any rent increase. Some local jurisdictions may limit the amount by which rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
- Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.
- If you pay utilities directly to your landlord, your landlord must give you copies of the monthly utility bills.

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

4. SECURITY DEPOSITS

In most cases, a landlord may not require you to pay a security deposit higher than one month's rent. But your security deposit may be up to two months' rent. if you qualify for utility assistance from the Department of Human Services and lease agreement requires that you make payments for utility services directly to your landlord.,

A "security deposit" is any payment you give to the landlord to cover things like breaking the lease, damage to the property, or unpaid rent, including pet deposits.

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Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.

The landlord must keep your security deposit in an interest-paying bank account and give you a written receipt, which must be included with the written lease. The landlord must advise you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

At the end of your tenancy, your landlord must provide you with a written list of any charges deducted from the security deposit. They must return the rest of your deposit with interest within 45 days.

If you plan to move out, you must send your landlord a certified letter at least 15 days before leaving. The letter should say you're moving and give your new address. If you do this, you have the right to be present when the landlord inspects your unit for damage that may reduce your security deposit.

Charges a landlord may legally deduct your security deposit include

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the landlord does not return your deposit or give you a written list of charges within 45 days after you move out, they may lose the right to keep any of the deposit. You may also be able to get up to three times any amounts they unlawfully did not return.

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

5. CONDITION OF RENTAL UNITS

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

If you find such a problem, notify your landlord in writing right away. You must provide your landlord with access to your property to make repairs.

If your landlord doesn't fix the problem within a reasonable time after you provide notice, you have options: you can bring suit in the District Court for damages and a decrease in rent, or you may refuse to pay rent (and then raise the issues as a defense to the landlord's suit for rent). . You may also file a rent escrow case, through which you pay rent into the court instead of the landlord.

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You have the right to basic services, including heat, light, electricity, hot and cold running water, and proper sewage disposal. Depending on the specific safety or living condition problems in your unit (for example in the case of lead paint), you may

- Have the right for temporary relocation assistance from the landlord
- Take legal action if your landlord does not assist with safe relocation

If the issue is not dangerous but violates local housing codes, you may contact your local code enforcement office if your landlord does not respond.

You have the right to quiet enjoyment of your rental unit for the duration of your tenancy as well as the right to move in and use the unit starting on the date listed in your lease.

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, and 8-212)

6. EVICTIONS

If you violate your lease, don't pay rent on time, or don't move out when your lease ends, your landlord may start the eviction process by filing a case in the District Court.

Your landlord may not evict you unless the District Court has given the landlord the right to the property (called a judgment of possession) and issued an order to remove you (called a warrant of restitution). Efforts to evict you include changing the locks, shutting off utilities, or other similar actions to prevent your access to the unit or ability to live safely in the unit.

You have the right to attend any court hearing in an eviction case brought against you by a landlord. You may also have the right to have an attorney provided to represent you if you are unable to afford one.

If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court. The 10 day notice requirement is not required for other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease.

If judgment is entered against you for failing to pay rent, you have four days to appeal that decision to the Circuit Court.

In most cases, you can stop the eviction by paying all past-due amounts and any court costs the court orders you to pay before the eviction is carried out. This is called the "right of redemption."

However, redemption is not an option if you have had 3 (4 in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case.

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

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7. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when a landlord's actions - or failure to act – make it difficult for a tenant to use and enjoy their rental unit, forcing the tenant to move out.

In order to successfully claim constructive eviction, a tenant must prove several things, such as the landlord's actions or neglect significantly disrupted the tenant's use and enjoyment of the property, the landlord is responsible for the interference, the tenant told the landlord about the issue, and the tenant moved out a reasonable time after the interference. If you are interested in pursuing a claim for constructive eviction, you should consult with an attorney.

If constructive eviction is proven (1) You can treat your lease as ended and you are no longer responsible for paying rent; and (2) you may be able to sue the landlord for your losses. This may include moving costs, rent differences, attorney fees, and other related expenses resulting from the constructive eviction claim.
Landlords must avoid substantial interference with the tenant's enjoyment of their rental property, ensure the rental property is safe and livable, and generally respond to tenant complaints promptly to avoid legal and financial consequences.

8. TENANT RIGHT OF FIRST REFUSAL

If you are a named tenant on the lease and have lived in a rental property with 1, 2, or 3 units for at least six months, your landlord may be required to give you the chance to buy the property before selling it to someone else. This applies if your landlord plans to sell the property, or receives an offer to buy it from a third party. This rule does not apply in certain situations, such as when the property is transferred without a sale; for example, when the property is transferred to a family member, to a business owned by the landlord, or pursuant to a court order, among several other examples. .

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it. You have 30 days from the date of the notice to make an offer to buy the property or decline.

If you make an offer with the same or better terms than those in the notice, your landlord must accept it. If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

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Maryland
DEPARTMENT OF HOUSING

9. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, national origin, source of income, or military status. Some local jurisdictions may provide additional anti-discrimination protections.

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

a. making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property;
b. filing or participating in a lawsuit involving the landlord;
c. participating in a tenants' organization;
d. requesting police or emergency services at the property; or
e. providing information to the landlord relating to lead paint issues.

Retaliation may include filing or threatening to file a lawsuit against you, increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities), failing to make necessary repairs, or terminating your tenancy, among other things.

Unless your lease provides otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters. Starting October 1, 2025, your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs and can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency. Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(Title 42, Sections 3601 and following of the United States Code; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-204, 8-208.1, and 8-208.2)

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

The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed below.

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10. RESOURCES

Office of Tenant and Landlord Affairs
Maryland Department of Housing and Community Development

Tenant and Landlord Affairs Website (https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/default.aspx)

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords
- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

Maryland Access to Counsel in Evictions Program

Contact Information: Call 211 or go to Legal Help Maryland (LegalHelpMD.org)

Services Provided:

- This program can provide legal representation and advice to renters who have household income at or below 50% of Maryland's median income, and the household is at risk of eviction, have lost or are at risk of losing their housing voucher or subsidy.

Maryland District Court Self-Help Centers

Contact Information and Hours: District Court Help Centers (https://www.courts.state.md.us/helpcenter/inperson/dc)

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.

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BERKSHIRE HATHAWAY HOMESERVICES
HOMESALE REALTY

GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE

This template is designed to comply with laws of general application in the State of Maryland. Maryland REALTORS® makes no representation about compliance with local law, which may require the use of additional or different terms and/or forms or require the use of a jurisdictional addendum. Users are strongly advised to consult with their local board of REALTORS® and their attorney to ensure conformity with local law and practice. THIS TEMPLATE IS NOT TO BE USED FOR RESIDENTIAL PROPERTIES OFFERED FOR LEASE IN PRINCE GEORGE'S COUNTY. PLEASE CONTACT THE PRINCE GEORGE'S COUNTY ASSOCIATION OF REALTORS® TO OBTAIN A COPY OF THE CURRENT SINGLE FAMILY DWELLING LEASE. IF THE RESIDENTIAL PROPERTY OFFERED FOR LEASE IS LOCATED IN HOWARD COUNTY, ATTACH THE HOWARD COUNTY LOCAL JURISDICTIONAL ADDENDUM TO GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE

1. DATE OF LEASE OFFER: 10/27/2026

2. LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD (Collectively referenced herein as "Landlord"):

Smg Real Estate 1 Llc

3. TENANT: Alecsandra Roe

4. LEASED PROPERTY ADDRESS ("THE PROPERTY"): 700 W 34th St, Unit 1, Baltimore, MD 21211

5. INITIAL LEASE TERM: Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of 1 year year(s) or month(s) commencing on the 1st day of December 2026 (mo./yr.) and ending on the 30th day of November 2027 (mo./yr.) (the "Initial Term"), at a total rental of eighteen thousand six hundred Dollars ($18,600.00) for said Term, due and payable in equal monthly installments of one thousand five hundred fifty Dollars ($1550.00), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus if applicable the sum of eleven thousand eight hundred thirty-three Dollars ($1,1833.00) 12/01/2026 as "pro rata" rent for the period 11/07/2026 ough 11/30/2026 .

If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent as set forth herein. Tenant agrees to pay rent to Smg Real Estate 1 Llc at Online Portal (or at such other place as Landlord may from time to time designate) without deduction, demand or offset 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 Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord 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 shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

6. 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: Alecsandra Roe

Tenant represents and warrants to Landlord 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 Landlord on the application for tenancy form, as signed by Tenant.

7. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial <u>one</u> selection):

☐ **A. END OF INITIAL TERM.** Tenant agrees to vacate the Property by the last day of the Initial Term. Landlord shall provide Tenant with a minimum of sixty (60) days notice to vacate prior to the end of the initial term.

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B. MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the Initial Term. Either party may terminate the month- to-month lease at the end of any rental month, provided that written notice of not less than sixty (60) days is given to the other party.
NOTICE: notice requirements vary depending on the jurisdiction. The State requires that Landlord give 90 days' notice to Tenant of termination of a lease with a term of a year or longer.

C. 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 year-to-year Lease at the end of any renewal term, provided that written notice of not less than ninety (90) days is given to the other party prior to the end of any renewal term.

8. PAYMENT OF RENT: 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. If a check is accepted by Landlord from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a $50 charge to Landlord 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 Landlord on demand. Landlord shall have the same remedies for the collection of such charges and fees as Landlord has for the non-payment of rent. Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward rent. If the remaining amount is not sufficient to cover the full current month's rent, a late fee will be assessed on the current month's rent. Should the Landlord accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of the Lease which require the payment of rent as specified herein.

9. TENANT RESPONSIBLE FOR ADDITIONAL RENT: Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all damages, costs and/or expenses which the Landlord may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Landlord shall have the same remedies for the collection of such payments as Landlord has for non-payment of rent under this Lease.

10. TENANT OPPORTUNITY TO PURCHASE: If Landlord intends to sell the Property while occupied by Tenant, Tenant may have the right to an exclusive negotiation period to submit an offer to purchase the Property. To determine whether Tenant has the right to an exclusive negotiation period, Tenant may contact the Office of Tenant and Landlord Affairs of the Maryland Department of Housing and Community Development. **Landlord shall attach as an Addendum to this Lease a copy of the most recent Maryland Tenant's Bill of Rights published by the Office of Tenant and Landlord Affairs.**

11. ACTIVE MILITARY DUTY: In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this Lease, and Tenant subsequently receives a "change of assignment" as defined in Section 8-212.1 of the Real Property Article, Annotated Code of Maryland, Tenant's liability to pay rent may not exceed: (1) any rent or lawful charges then due and payable plus 30 days' rent after written notice and proof of the change of assignment is given to the Landlord; and (2) the cost of repairing damage to the premises caused by an act or omission of Tenant.

12. LEGAL RIGHTS OF LANDLORD: If Tenant shall fail to pay the rent or any additional rent as herein provided, 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, Landlord may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law;
(b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Landlord at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Landlord of any available action by Landlord 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 Landlord prior to or subsequent to such termination and/or recovery of possession.

13. DELIVERY OF NOTICES: All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Landlord of any portion of the Security Deposit shall be mailed by Landlord to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this Lease.

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All notices required to be given by Tenant to Landlord, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)

Name Smg Real Estate 1 Llc (Shane Gerken) ☐ Landlord ☑ Property Manager

Address 927 Western Rd. Hunt Valley, MD 21030

Phone 336-675-8985

14. SECURITY DEPOSIT: In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with Landlord the sum of one thousand four hundred fifty Dollars ($1450.00), ("Security Deposit") receipt of which is hereby acknowledged, which sum does not exceed one (1) months' Rent. **NOTICE: Total security deposit may not exceed one month's rent.**

The Security Deposit is to be held as collateral security and applied to any rent or unpaid utility 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 Property in excess of ordinary wear and tear caused by the Tenant, Tenant's family, guests, agents, employees, trades people, 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 within thirty (30) days after it has been received and maintained in an escrow account, devoted exclusively to security deposits, in a federally insured financial institution which does business in the State of Maryland. The Security 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 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 Property together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, Landlord must return the Security Deposit to Tenant together with simple interest which will accrue at the legal rate less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord, provided the said Security Deposit is Fifty Dollars ($50.00) or more. Interest on the Security Deposit shall not be compounded. Landlord need not notify Tenant of his/her 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 Landlord within forty- five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

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

Tenant has the right to have the Property inspected by Landlord, in the presence of 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 Landlord within fifteen (15) days of the Tenant's occupancy of the Property. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Property if Tenant notifies Landlord by certified mail of Tenant's intention to move, date of moving and Tenant's new address. Such notice, from Tenant to Landlord, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord shall notify Tenant by certified mail of the time and date when the Property is to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

In the event of a sale of the Property or the transfer or assignment by Landlord of this Lease, Landlord 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 Tenant with the name and address of the transferee, Landlord is released from all liability for the return of the Security Deposit and Tenant must look solely to the new Landlord for the return of his Security Deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the Security Deposit to a new Landlord.

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

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

Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to Tenant for the maintenance of the Security Deposit as required by law.

Tenant acknowledges that this paragraph (SECURITY DEPOSIT) shall serve as receipt of Security Deposit.

_____ / _____ **TENANT'S INITIALS**

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15. PETS and SERVICE ANIMALS/EMOTIONAL SUPPORT 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. If Tenant has a pet, 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 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. Tenant shall be liable for any damages to the Property or facilities caused by said pet including, but not limited to, odor and property damage.

Pet Rent Addendum attached:

Yes ☑ No ☐ TYPE OF ANIMAL(S) Dog

B. SERVICE ANIMALS/EMOTIONAL SUPPORT ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal or emotional support animal for the benefit of the individual with a disability. Such service animal or emotional support 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. Tenant further agrees to assume all liability for the service or emotional support animal's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding such animals. Tenant shall be liable for any damages to the Property or facilities caused by the service animal or emotional support animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a service animal or emotional support animal to pay a security deposit for the service animal or the emotional support animal.**

i). Tenant has a service animal:

Yes ☐ No ☑ TYPE OF SERVICE ANIMAL(S) _____

ii) Tenant has an emotional support animal:

Yes ☐ No ☑ TYPE OF EMOTIONAL SUPPORT ANIMAL(S) _____

C. PET PROTECTION DURING EVICTION/LOSS OF POSSESSION OF PROPERTY: If Tenant is evicted or loses possession of the Property 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.

16. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Landlord 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.

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17. SMOKE ALARM INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. NOTICE: Local jurisdictions may have additional requirements. Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the 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 Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

18. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors in accordance with state or local law. Tenant further acknowledges that with respect to any carbon monoxide 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. Tenant agrees 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 Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and 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 Landlord as required. If any detector within the Property becomes damaged by tampering or through the 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 Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

NOTICE: Some local jurisdictions require Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit. If the Property is located in a jurisdiction that requires Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit, Tenant should initial the Tenant Certification.

TENANT CERTIFICATION: I hereby certify that I am an adult and that I have received from Landlord written information concerning the manufacturer's recommendation for maintenance and testing of the carbon monoxide detector(s).

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19. 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 Landlord's prior written consent. 1 keys will be furnished to Tenant and any additional keys required will be obtained from Landlord and paid for by Tenant. Duplicate key(s) will not be made without Landlord's prior written consent. All keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.

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20. INCLUSIONS/EXCLUSIONS: Included in the Property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included, if box below is checked.

INCLUDED	INCLUDED	INCLUDED	INCLUDED
☐ Alarm System	☐ Fireplace Screen Doors	☐ Satellite Dish	☐ Window Fan(s) #_____
☑ Carbon Monoxide Detector(s) # 1	☐ Freezer	☐ Screens	☐ Wood Stove
☑ Ceiling Fan(s) # 2	☐ Furnace Humidifier	☐ Shades/Blinds	
☐ Central Vacuum	☐ Garage Opener(s) #_____	☐ Storage Shed(s) #_____	
☑ Clothes Dryer	☐ w/remote(s) #_____	☐ Storm Doors	
☑ Clothes Washer	☑ Garbage Disposer	☐ Storm Windows	
☐ Cooktop	☐ Hot Tub, Equip. & Cover	☑ Stove or Range	
☑ Dishwasher	☐ Intercom	☐ T.V. Antenna	
☐ Drapery/Curtain Rods	☐ Lawn Mowers(s) _____	☐ Trash Compactor	
☐ Draperies/Curtains	☑ Microwave	☐ Wall Oven(s) #_____	
☐ Electronic Air Filter	☐ Playground Equipment	☐ Water Filter	
☐ Exhaust Fan(s) # _____	☐ Pool, Equip. & Cover	☐ Water Softener	
☐ Exist. w/w Carpet	☑ Refrigerator(s) # 1	☐ Window A/C Unit(s) #_____	
	☐ w/ice maker		

Additional Inclusions: _____
Exclusions: _____

21. 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 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 Landlord 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 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.

22. COMMUNITY ASSOCIATION: In the event the Property is part of a condominium or homeowner association, Tenant agrees to obey and abide by the declaration, covenants, by-laws, restrictions, rules and regulations promulgated from time to time by the council of unit owners of the condominium or the homeowner association, copies of which shall be provided to Tenant by Landlord prior to occupancy. Landlord shall not be liable to Tenant for the violation of any of the declarations, covenants, restrictions, rules and regulations or the provisions in any other lease by any other tenant or occupant in the development. Unless otherwise provided in the Lease, Landlord is responsible for payment of Condo/HOA fee. Tenant acknowledges receipt of applicable documents. ____ ____ **TENANT'S INITIALS**

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23. UTILITIES AGREEMENT: The obligations of Landlord and Tenant with respect to the provision of utilities shall be as follows:
UTILITY FURNISHED AT COST OF:

		Landlord pays: landlord:	Tenant pays utility provider directly:	Landlord pays and tenant reimburses
a.	Cable TV	☐	☑	☐
b.	Cold Water/Sewer	☑	☐	☐
c.	Cooking Fuel	☐	☑	☐
d.	Electricity	☐	☑	☐
e.	Heating Fuel	☐	☑	☐
f.	Heating of Water	☐	☑	☐
g.	Trash Removal	☑	☐	☐
h.	_____	☐	☐	☐
i.	_____	☐	☐	☐

In the event the Property uses oil/propane for heat, the arrangement is as follows:

If Tenant pays the costs of utilities for water, sewer, gas, or electricity directly to Landlord, Landlord shall provide a copy of the water, sewer, gas, or electricity utility bill to Tenant.
Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease.

24. AGREEMENT FOR REPAIR OF UTILITY OR SERVICE: If, under the terms of this Lease, Landlord has agreed to furnish any service or utility at Landlord's cost and expense, Landlord 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 Landlord temporarily stop or curtail the furnishing of any such service or utility, Landlord shall use due diligence in restoring such service or utility.

25. AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord'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, Landlord 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. MAINTENANCE AND REPAIRS: Landlord shall maintain, and/or repair/replace (if necessary in Landlord'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 Landlord of any condition which is the obligation of Landlord to repair or replace.

Except as provided 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 expense, up to a repair deductible amount of $_____ ("Deductible") so as to restore the Property to the same condition as existed prior to the commencement of the Term. Landlord shall cover any cost in excess of the Deductible per each repair or replacement required. If Tenant shall fail to make any such repair or replacement, Landlord, in Landlord'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 Landlord on demand. Landlord shall have the same remedies for the collection of such costs as Landlord 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.

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In the event the Property is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for collection of such costs as Landlord has for the non-payment of rent under this Lease.

Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

27. LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Landlord shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate.

28. SHOWING OF PROPERTY FOR RENT OR SALE: During the last 60 days of this Lease, or any renewal thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of 10am to 6pm daily. Landlord shall give Tenant reasonable notice of such showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

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

30. 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. Tenant 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.

31. TENANT'S RESTRICTIONS REGARDING PROPERTY:

A. CHANGES TO THE PROPERTY: Tenant shall not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, nor make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Landlord's written consent.

B. 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.

C. 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.

D. WATERBEDS: Tenant acknowledges that waterbeds are not permitted on or about the Property.

E. SMOKING: Tenant acknowledges that smoking is not permitted on or about the Property.

F. SPACE HEATERS: Tenant acknowledges that space heaters are not permitted on or about the Property.

32. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA: In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is

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33. WATER/MOISTURE/MOLD: Tenant shall promptly notify Landlord 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 Property. 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 Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold.

Tenant acknowledges receipt of the pamphlet entitled *A Brief Guide to Mold, Moisture, and Your Home* published by the U.S. Environmental Protection Agency, or a substantially similar pamphlet issued by the Maryland Department of the Environment in accordance with Maryland Code, Environment, Section 6-1702.

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34. PROPERTIES WITH PRIVATE OR DOMESTIC WATER SUPPLY WELL: Pursuant to Section 9-4A-04 of the Environment Article of the Annotated Code of Maryland, an owner of residential rental property that is served by a private or domestic water supply well shall provide for water quality testing every three years, disclose to a tenant the results of the water quality testing, and notify a tenant after any water quality test is complete and of the most recent quality test when a tenant signs a lease. If the property is served by a private or domestic water supply well, Landlord shall provide Tenant with the most recent water quality test results in accordance with Section 9-4A-04 of the Environment Article of the Annotate Code of Maryland upon execution of this Lease.

35. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT 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 Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease.

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at:
http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

C. AGE CLASSIFICATION OF PROPERTY: Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that:

The Federal Program **(check one)**

☐ the Property was built during or after 1978; the Federal Program does not apply.
☑ the Property was built before 1978; the Federal Program applies.

The Maryland Program **(check one)**

☑ the Property was built prior to 1978; the Maryland Program applies.
☐ the Property was built during or after 1978; the Maryland Program does not apply.

Age Classification Unknown **(check if applicable)**

☐ Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

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D. ACKNOWLEDGEMENT: Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges 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 in 1.a.)

E. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb paint. Before and during any renovation, repair or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Tenant shall not personally perform any renovation, repair or painting project which might disturb paint in pre-1978 rental housing. Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord written evidence, satisfactory to Landlord, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP. For detailed information regarding the RRP, Tenant should visit http://www2.epa.gov/lead/renovation-repair-and-painting-program.

Tenant understands and acknowledges that compliance under Federal and Maryland law is the sole responsibility of Landlord and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice. _____ / _____ **TENANT'S INITIALS**

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36. TENANT ACCEPTS PROPERTY: Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing.

37. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Tenant may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that no real estate licensee involved in the leasing of the Property, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

38. FLOOD-PLAIN NOTICE: In the event any part of the Property is located within a designated flood hazard area, Tenant is advised of the following:

The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U.S. Government subsidized flood insurance which may be purchased from some insurance agents. Damage to motor vehicles may not be covered by such insurance; therefore, you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage to your motor vehicle resulting from flooding in this area. The local zoning authority can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact the appropriate department before signing either this acknowledgement or Lease for this rental unit. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: https://www.fema.gov/national-flood-insurance-program. Detailed information regarding updated flood insurance rate maps may be obtained at: http://www.mdfloodmaps.net/home.html.

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I acknowledge reading and understanding the foregoing warning concerning flooding. I have been provided time, prior to signing either this acknowledgement or Lease, to contact the appropriate governmental agency concerning the susceptibility of the area around my rental unit to flooding. _____ 10/28/26 5:19 PM EDT dotloop verified [ ] **TENANT'S INITIALS**

NOTICE: Some jurisdictions require acknowledgement of this notice.

39. TENANT'S LIABILITY AND RESPONSIBILITY TO OBTAIN INSURANCE: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Landlord 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. Landlord shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance ("Tenant Liability Insurance"). Tenant agrees to obtain Tenant Liability Insurance in the minimum amount of $TBD
Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Landlord, or to hold Landlord harmless, or to exonerate Landlord 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 Landlord on or about those areas which are not within Tenant's exclusive control.

40. JOINT AND SEVERAL LIABILITY: Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

41. TENANT INDEMNIFIES LANDLORD: Tenant shall indemnify and hold Landlord 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.

42. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Landlord 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 and debris and in a broom clean condition.

43. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord may in accordance with Maryland law (a) eject Tenant and take possession of the Property; (b) hold Tenant liable as a tenant holding over at the same rent; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

44. 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 Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect. Landlord may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

45. TENANT'S AND LANDLORD'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 Landlord, 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 Landlord elects to repair the damage to the Property, then Landlord 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.

46. TENANT'S AND LANDLORD'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 Landlord 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 Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

Tenant _____ 10/28/26 5:19 PM EDT dotloop verified / [ ]

Landlord/Authorized Representative of Landlord _____ 10/28/26 6:19 PM EDT dotloop verified / [ ]

dotloop signature verification: dtlp.us/5W3j-zj1P-3WcW

47. LANDLORD'S RIGHT TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Landlord of Landlord's remedies under this Lease, or should Tenant abandon the Property, Landlord may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. Abandonment of leased Property means there is an absolute relinquishment of Property by Tenant consisting of act and intention. Tenant, upon demand by Landlord, shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and may be liable to Landlord for the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property(ies) owned by Landlord.

48. TENANT AND LANDLORD MAY MEDIATE DISPUTES: In the event a dispute between Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS®, the Maryland Association of REALTORS®, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

49. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

50. LANDLORD DOES NOT WAIVE LEGAL RIGHTS: The failure of Landlord 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 Landlord of such term or condition or an election for future instances.

51. 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 Landlord and Tenant.

52. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. 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. 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.

53. REAL ESTATE BROKER LEGAL LIMITATIONS: As used in this Lease, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 12 of this Lease; (b) the two (2) named Sales Associates identified on Page 12 of the Lease; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. Landlord and Tenant understand and acknowledge that any broker and broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by broker or any agent, subagent, or employee of broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Landlord and Tenant resulting in broker or broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Landlord and Tenant, jointly and severally, agree to indemnify broker and broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by broker or broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against broker or broker's agents, subagents, or employees for any wrongdoing.

54. REAL ESTATE LICENSEE DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.

55. AGENCY DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of "Understanding Whom Real Estate Agents Represent."

Tenant AR 10/28/26 5:19 PM EDT dotloop verified /

Landlord/Authorized Representative of Landlord SG 10/28/26 6:19 PM EDT dotloop verified /

dotloop signature verification: dtlp.us/5W3j-zj1P-3WcW

56. TIME IS OF THE ESSENCE: Time is of the essence of this Lease.

57. ADDITIONAL PROVISIONS:

ADDENDUM(S) ATTACHED CONCERNING

58. ADDENDUM: (See attached Local City/County Notices/Disclosure attached hereto and made part of this Lease).

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

AlecsandraRoe dotloop verified 10/28/26 5:19 PM EDT JQHA-IARO-YFE8-Y4AJ	Shane Gerken dotloop verified 10/28/26 6:19 PM EDT RSAB-HBVB-KMRN-TFJI
Tenant's Signature **Date**	**Landlord or Authorized Representative of Landlord** **Date**
Tenant's Signature **Date**	**Landlord or Authorized Representative of Landlord** **Date**

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME:

BROKER OF RECORD NAME:

SALES ASSOCIATE NAME:

OFFICE ADDRESS:

OFFICE PHONE: BROKER/SALES ASSOCIATE MLS ID:

SALES ASSOCIATE PHONE: SALES ASSOCIATE E-MAIL:

ACTING AS: ☐ LISTING BROKER AND LANDLORD AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKERAGE COMPANY NAME:

BROKER OF RECORD NAME:

SALES ASSOCIATE NAME:

OFFICE ADDRESS:

OFFICE PHONE: BROKER/SALES ASSOCIATE MLS ID:

SALES ASSOCIATE PHONE: SALES ASSOCIATE E-MAIL:

ACTING AS: ☐ LANDLORD AGENT; OR
☐ SUBAGENT; OR
☐ EXCLUSIVE TENANT AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

Tenant AR 10/28/26 5:19 PM EDT dotloop verified /

Landlord/Authorized Representative of Landlord SG 10/28/26 6:19 PM EDT dotloop verified /

dotloop signature verification: dtlp.us/4FfX-YBiA-A8RN

PET RENT ADDENDUM

ADDENDUM dated _____ to Lease
between Landlord Smg Real Estate 1 Llc
and Tenant Alecsandra Roe
for Property known as 700 W 34th St, 1, Baltimore, MD 21211

1. **DESCRIPTION OF PET:** The Lease covering the Property provides that Tenant may not keep pets on the Property except with the written permission of Landlord. Tenant is hereby permitted to have only the following described pet(s) on the Property, subject to the terms and conditions of the Lease and Pet Rent Addendum:

PET NAME:	Dog	TYPE OF PET:	Dog	WEIGHT:		BREED:	Mixed
PET NAME:		TYPE OF PET:		WEIGHT:		BREED:	
PET NAME:		TYPE OF PET:		WEIGHT:		BREED:	

2. **PET RENT:** Tenant shall pay additional monthly rent in the amount of $50.00 per Pet ("Per Pet Rate"). Tenant shall have 1 Pet(s) approved by Landlord, for a total monthly amount of $50.00 ("Pet Rent"), due and payable with the regular monthly rent of $1,500.00 for a total monthly rent amount of $1,550.00. Pet Rent is not a pet deposit and is not refundable. It is intended to compensate the Landlord for the additional wear and tear, risk of damage, and other costs associated with the presence of a pet on the Property.

   If Tenant subsequently adds an additional Pet, Tenant shall obtain Landlord's prior written consent and, if approved, Landlord may increase the Pet Rent by the Per Pet Rate. This Pet Rent Addendum shall be amended to reflect the approval of any additional Pet. Failure to obtain Landlord's prior written consent before adding a Pet shall be considered a material breach of the Lease.

   If a Pet is permanently removed from the Property (including due to the Pet's death), Tenant shall promptly notify Landlord in writing. Upon receipt of such notice and confirmation by Landlord, this Pet Rent Addendum shall be amended to reflect the removal of the Pet. The portion of the Pet Rent attributable to the removed Pet shall be removed as of the next rental month following such confirmation.

   Pet Rent shall be due for any month or partial month in which a Pet is kept on the Property. Tenant shall not be entitled to a prorated refund of Pet Rent in the event the Pet is removed before the end of a rental month.

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS PET RENT ADDENDUM, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS PET RENT ADDENDUM. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS PET RENT ADDENDUM.

Alecsandra Roe dotloop verified 10/28/26 4:00 PM EDT Q9KC-CTDB-XOCA-5AGS		Shane Gerken dotloop verified 10/28/26 6:19 PM EDT OP5I-I92S-NVJY-D2GF	
Tenant's Signature	Date	Landlord or Authorized Representative of Landlord	Date
Tenant's Signature	Date	Landlord or Authorized Representative of Landlord	Date

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dotloop signature verification: dtlp.us/VPOJ-Au9F-EYVp

BERKSHIRE HATHAWAY HomeServices Homesale Realty

AMENDMENT/ADDENDUM

ADDENDUM NUMBER _____ to CONTRACT OF SALE/LEASE dated _____

BUYER(S)/TENANT(S): **Alecsandra Roe**

SELLER(S)/LANDLORD(S): **Smg Real Estate 1 Llc**

PROPERTY: **700 W 34th St, 1, Baltimore, MD 21211**

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows;

PURSUANT TO THE LEASE FOR THE ABOVE MENTIONED PROPERTY, BOTH LANDLORD AND TENANT MUTUALLY AGREE TO THE FOLLOWING:

- TENANT IS RESPONSIBLE FOR PROVIDING ANY WINDOW COVERINGS AND SHOWER CURTAINS/RODS NOT ALREADY IN THE PROPERTY

All other terms and conditions of the Contract shall remain the same and in full force and effect.

Alecsandra Roe — dotloop verified 10/28/26 4:00 PM EDT XN5T-NRQH-HCVT-S3QK

Buyer/Tenant Date

Buyer/Tenant Date

Shane Gerken — dotloop verified 10/28/26 6:19 PM EDT MVPE-XMDZ-ES02-1U6K

Seller/Landlord Date

Seller/Landlord Date

FORM 1401 (7/05) © 2002 The Greater Baltimore Board of REALTORS®, Inc.

EQUAL HOUSING OPPORTUNITY

REALTOR®

dotloop signature verification: dtlp.us/N5wj-tfKY-84Gw

BERKSHIRE HATHAWAY HOMESERVICES HOMESALE REALTY

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 700 W 34th St, 1, Baltimore, MD 21211

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (**SELLER/LANDLORD TO INITIAL APPLICABLE LINE**): _____ housing was constructed prior to 1978 **OR** _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

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

LEAD PAINT CERTIFICATE

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

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Alecsandra Roe (dotloop verified 10/28/26 4:00 PM EDT ABVK-OEEF-EW9M-LXYK)		Shane Gerken (dotloop verified 10/28/26 6:19 PM EDT UJDT-X2AX-SAY6-YCEP)	
Buyer/Tenant	Date	Seller/Landlord	Date
Buyer/Tenant	Date	Seller/Landlord	Date
Buyer's/Tenant's Agent	Date	Seller's/Landlord's Agent	Date

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EQUAL HOUSING OPPORTUNITY

MARYLAND DEPARTMENT OF THE ENVIRONMENT
Land and Materials Administration
Lead Poisoning Prevention Program
1800 Washington Blvd. · Suite 630 · Baltimore Maryland 21230
(410) 537-3825 · 1-800-633-6101

NOTICE OF TENANT'S RIGHTS

INTRODUCTION

This Notice of Tenants' Rights explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1978, register and annually renew registration of their properties with Maryland Department of the Environment ("MDE" or "Department") and provide tenants with lead educational materials. This Notice of Tenant's Rights provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your home, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

Please read this material carefully and call the Lead Hotline at 410-537-4199 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)

I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1978. WHAT DO I NEED TO KNOW?



To be fully compliant with the law, your landlord is required to:

1) Give you the Notice of Tenant Rights, the EPA brochure, "Protect Your Family from Lead in Your Home," and a copy of the lead inspection certificate for the unit on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
2) Ensure that the property is currently registered with the MDE and is required to pay a $30.00 per property/unit registration fee.
3) Obtain a passing Lead Paint Inspection Certificate prior to you moving into the property.

DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?

Yes. The property owner must have the unit inspected at the owner's expense. This is currently mandatory for all pre-1978 rental properties. Only an inspector accredited by MDE can perform lead inspections. If the house passes the lead inspection, the property owner will receive a copy of a Lead Paint Inspection Certificate. This certificate will be on file at MDE. The owner is required by law to give you a copy of the inspection certificate when you move in. If you wish to know the

results of the inspection, ask your landlord or use the Inspection Certificates online search at Lead Certificate.

WHAT HAPPENS IF MY CHILD IS DIAGNOSED WITH AN ELEVATED BLOOD LEAD LEVEL?

When a child under six years of age, or a pregnant woman is identified with an elevated blood lead level ("EBL") greater than or equal to 3.5 µg/dL, MDE or the local health department will send a Notice of EBL to the parent/guardian or pregnant woman and the property owner in writing.

MDE or the local health department will also perform an environmental investigation for a child under the age of 6 years old or pregnant woman diagnosed with a blood lead level of greater than or equal to 3.5 µg/dl. If, during the environmental investigation, the inspector identifies chipping, peeling, or flaking paint in a pre-1978 constructed rental property, MDE or the local health department will issue a Notice of Defect and send it to the property owner. Upon receipt of the Notice of Defect, the property owner must satisfy the modified risk reduction standard within 30 days.

HOW DO I TELL THE PROPERTY OWNER ABOUT ANY DEFECTS AND/OR THAT THERE IS CHIPPING, PEELING, AND FLAKING PAINT IN MY HOME?

You must send a notice to the property owner in writing. You may either write a letter or use a "Notice of Defect Form", that can be found on page 5 of this brochure. When sending a Notice of Defect, MDE suggests sending it **Certified Mail, Restricted Delivery.** This documentation is also useful when making a referral to MDE or your local housing department. Once the property owner receives the Notice of Defect, they must satisfy the modified risk reduction standard within 30 days.

HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt of the Notice of Defect, the property owner is required to provide for the temporary relocation of all tenants to a property built after 1977, a pre-1978 rental property that is certified as meeting the lead-free standard or that has met the lead risk reduction standard.
OR
Within 30 days after the receipt of the Notice of Defect, the property owner ensures that the property passes a test for lead contaminated dust after performing certain lead hazard reduction treatments. The property owner must pay for all required repairs and must use a contractor that is accredited by the Department to perform lead abatement work.

SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Nobody, other than persons accredited by MDE to perform lead abatement services, is permitted in the work area. Pregnant women and children under 6 years old are prohibited from being in the

house while the lead hazard reduction treatments are being performed. If you must leave your home for more than 24 hours while treatments are performed, the property owner must pay for all your reasonable expenses related to your required relocation to temporarily lead safe housing.

The property owner is also responsible for expenses related to the moving, storing, and/or cleaning of furniture, and possibly food costs while work is being performed in the home to address lead-based paint hazards.

You must allow the property owner and accredited contractors to enter your home to perform the treatments.

The property owner is required to have the home inspected to verify the modified risk reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the modified risk reduction standard.

WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO A NOTICE OF DEFECT?

1. Make a Referral

If you have given your landlord a written Notice of Defect and no repairs have been completed after 30 days, you can make a referral to Maryland Department of the Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825. When making a referral, please provide copies of the Notice of Defect, along with any verification of receipt you may have.

2. Rent Escrow



Rent Escrow is a legal process that requires you to file a complaint for rent escrow in the district court in the county in which you live. If the district court grants your request for an escrow account, you will be required to pay your rent into the district court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is not in compliance with Maryland's lead laws.

A rent escrow account is only established after all facts have been presented to a judge in a judicial proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney.

3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing a complaint for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1978, the landlord must state that they are currently registered with the Department provide the Lead Paint Inspection Certificate Number for the inspection conducted for

the current tenancy. Failure to provide this information may result in the dismissal of the landlord's failure to pay rent complaint.

4. Retaliatory Eviction

It is unlawful for your landlord to evict you for notifying them about dangerous conditions present in your home, including the presence of peeling, chipping, and flaking paint. The law protects tenants against eviction and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions and shall be void. It is also against the law for the property owner to evict you because there is someone in your home diagnosed with a blood lead level.

5. Termination of Lease & Relocation Expenses

Pursuant to § 8-215 of the Real Property Article, if you have requested a copy of the Lead Paint Inspection Certificate associated with your tenancy, and your landlord fails to provide you a copy within three business days, you may file an action in the District Court to: (i) immediately release the tenant from the terms of the lease or rental agreement for that property; (ii) pay to the tenant all reasonable relocation expenses, not to exceed $2,500, directly related to the permanent relocation of the tenant to a lead-free dwelling unit or another dwelling unit that has satisfied the risk reduction standard in accordance with §6-815 of the Environmental Article, and reasonable attorney's fees.

- If you have any questions about the Maryland Lead Law, visit MDE's Website or call the Lead Hotline at 410-537-4199 or toll-free at 1-800-776-2706, or TTY 1-800-735-2258.

Notice of Defect

Send this notice by certified mail, return receipt requested or hand-deliver this notice and get a signature from the property owner or the property owner's agent or manager.

To:_____ From: _____

Name of Property Owner

Your Name

_____

Property Owner Address

_____

Your Address

_____

City, State, Zip

_____

City, State, Zip

_____

Phone

_____

email

Property Subject to This Notice: _____

THIS IS TO NOTIFY YOU TO MEET THE MODIFIED RISK REDUCTION STANDARD AS REQUIRED BY § 6-819 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND BECAUSE:

___ The following defects require your attention:

The following areas contain peeling, chipping, flaking paint that is accessible to a child:

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

The following areas contain structural defects:

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

Other Hazardous Conditions:

_____

PROPERTY OWNER / MANAGER SIGNATURE

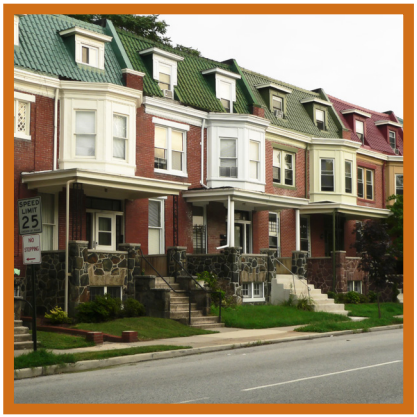
I, _____ owner / manager of the above-noted property (circle one) hereby acknowledges receiving this Notice of Defect

Signature _____

Date_____







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.



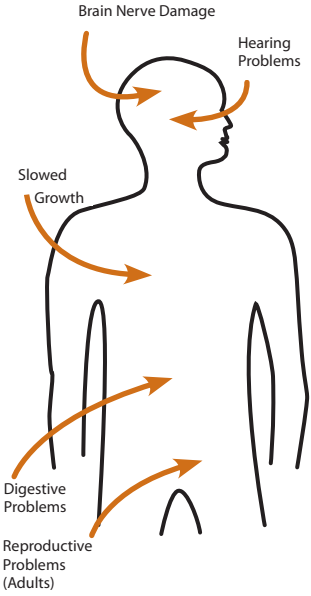
Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.



In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory



- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 40 µg/ft^2 for interior window sills
- 100 µg/ft^2 for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East-West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

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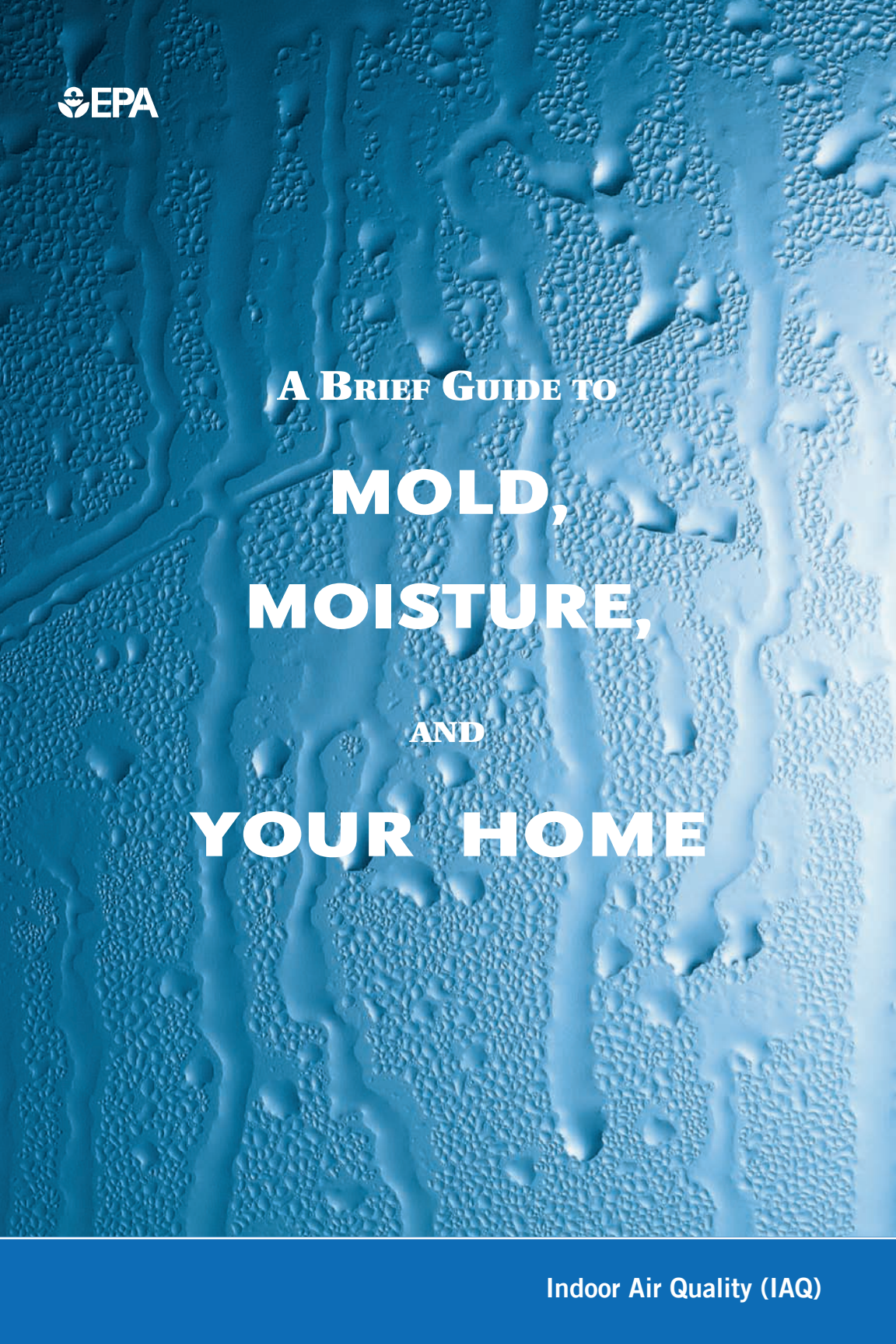
U.S. EPA
U.S. CPSC
U.S. HUD

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IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).


EPA
A Brief Guide to
MOLD,
MOISTURE,
AND
YOUR HOME
Indoor Air Quality (IAQ)

EPA 402-K-02-003
(Reprinted 09/2012)

This Guide provides information and guidance for homeowners and renters on how to clean up residential mold problems and how to prevent mold growth.

U.S. Environmental Protection Agency
Office of Air and Radiation
Indoor Environments Division
1200 Pennsylvania Avenue, N. W.
Mailcode: 6609J
Washington, DC 20460
www.epa.gov/iaq

A Brief Guide to Mold, Moisture, and Your Home

Contents

	Page
Mold Basics	
Why is mold growing in my home?	2
Can mold cause health problems?	2
How do I get rid of mold?	3
Mold Cleanup	
Who should do the cleanup?	4
Mold Cleanup Guidelines	6
What to Wear When Cleaning Moldy Areas	8
How Do I Know When the Remediation or Cleanup is Finished?	9
Moisture and Mold Prevention and Control Tips	10
Actions that will help to reduce humidity	11
Actions that will help prevent condensation	12
Testing or sampling for mold	13
Hidden Mold	14
Cleanup and Biocides	15
Additional Resources	16



MOLD BASICS

- **The key to mold control is moisture control.**
- **If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.**
- **It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.**

Why is mold growing in my home?

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.



Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.

Can mold cause health problems?

Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

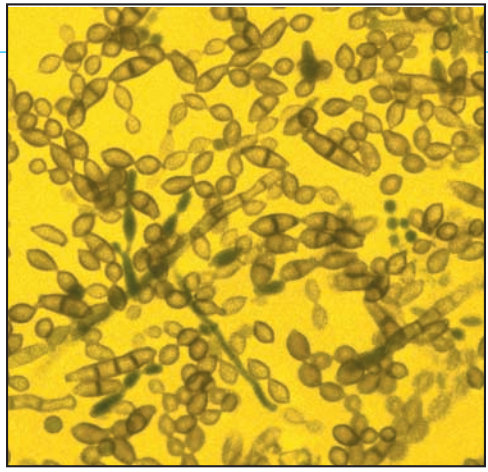
Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-

allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

How do I get rid of mold?

It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



Magnified mold spores.

Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.

MOLD CLEANUP



Leaky window – mold is beginning to rot the wooden frame and windowsill.

If you already have a mold problem –

ACT QUICKLY.

Mold damages what it grows on. The longer it grows, the more damage it can cause.

Who should do the cleanup? Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

buildings, this document is applicable to other building types. It is available on the Internet at: www.epa.gov/mold.

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygenists (ACGIH), or other guidelines from professional or government organizations.

- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit www.epa.gov/iaq/pubs to download a copy of the EPA guide.

- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.

- If you have health concerns, consult a health professional before starting cleanup.

MOLD CLEANUP GUIDELINES

Bathroom Tip

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



Tips and techniques The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- **Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.**
- **Scrub mold off hard surfaces with detergent and water, and dry completely.**



Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.

Mold growing on a piece of ceiling tile.



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.

- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)

- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.

- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

WHAT TO WEAR WHEN CLEANING MOLDY AREAS



Mold growing on a suitcase stored in a humid basement.

It is important to take precautions to LIMIT YOUR EXPOSURE to mold and mold spores.

- **Avoid breathing in mold or mold spores**. In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about $12 to $25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or osha.gov/).

- **Wear gloves**. Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.

- **Wear goggles**. Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



Cleaning while wearing N-95 respirator, gloves, and goggles.

How do I know when the remediation or cleanup is finished?

You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.

- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.

- You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.

- People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.

- Ultimately, this is a judgment call; there is no easy answer.

MOISTURE AND MOLD PREVENTION AND CONTROL TIPS

MOISTURE Control is the Key to Mold Control



Mold growing on the surface of a unit ventilator.

- When water leaks or spills occur indoors - **ACT QUICKLY**. If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.
- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.



Condensation on the inside of a window-pane.

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive ($10-$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

Actions that will help to reduce humidity:

- Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)

- Use air conditioners and/or de-humidifiers when needed.

- Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

Actions that will help prevent condensation:

- Reduce the humidity (see preceeding page).
- Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- Cover cold surfaces, such as cold water pipes, with insulation.
- Increase air temperature.



Mold growing on a wooden headboard in a room with high humidity.

Renters: Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.

Testing or sampling for mold

Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an area has been adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

HIDDEN MOLD



Mold growing on the back side of wallpaper.

Suspicion of hidden mold You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

Investigating hidden mold problems Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

Cleanup and Biocides Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

Please note: Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.



Water stain on a basement wall — locate and fix the source of the water promptly.

ADDITIONAL RESOURCES

For more information on mold related issues including mold cleanup and moisture control/condensation/ humidity issues, visit:

www.epa.gov/mold



Mold growing on fallen leaves.

This document is available on the Environmental Protection Agency, Indoor Environments Division website at: www.epa.gov/mold

NOTES

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Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.



Indoor Air Quality (IAQ)