



Noahs' Frederick Management Corporation

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RESIDENTIAL DWELLING LEASE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. LANDLORD/AGENT, AS USED HEREIN, SHALL INCLUDE LANDLORD/AGENT'S AUTHORIZED REPRESENTATIVE, NOAHS' FREDERICK MANAGEMENT CORP., T/A NOAHS' FMC.

THIS AGREEMENT, made and executed this _____ day of _____, 20____, by and between NOAHS' FMC, as Agent for the Landlord/Owner (hereinafter referred to as "Landlord" or "Landlord/Agent" or "Agent"), and

_____, (hereinafter referred to collectively as "Tenant"). Tenant recognizes that Landlord is licensed to practice real estate in the State of Maryland, and that Landlord is acting as Agent for the Owner of the Property in this transaction.

WITNESSETH: That Landlord does hereby let unto Tenant the premises known as

_____, (hereinafter referred to as "the Property" or "the Premises"), _____ County, Maryland as follows:

INITIAL LEASE TERM: _____ Months, Commencing _____, Ending _____.

MONTHLY RENTAL AMOUNT: \$ _____ (_____)

TOTAL RENT FOR LEASE TERM: \$ _____.

EARLY POSSESSION DATE: _____.

PRO RATED RENT DUE FOR EARLY POSSESSION: \$ _____ DATE DUE: _____.

After the initial term of this Lease, Landlord may, from time to time and to the maximum amount permitted by law, increase rent for the Property.

IF FOR ANY REASON WHATSOEVER LANDLORD CANNOT DELIVER POSSESSION OF THE PREMISES TO TENANT BY THE BEGINNING DATE, THE BEGINNING DATE MAY BE EXTENDED UP TO THE AMOUNT OF DAYS NEEDED OR LEASE VOIDED AT LANDLORD'S OPTION WITHOUT LANDLORD OR PROPERTY MANAGER BEING LIABLE FOR ANY EXPENSES OR DAMAGES CAUSED TO OR INCLURRED BY TENANT BY SUCH DELAY OR TERMINATION.

The Property is located in the _____ community or subdivision. Landlord has Provided Tenant with a copy of the HOA covenants of said community or subdivision, and Tenant agrees to abide by all rules and regulations as set forth in said covenants. Landlord reserves the right to give Tenant thirty (30) days written notice to quit and vacate the Property should Tenant fail to immediately correct any violation(s) of said covenants, upon receipt of written notice from Landlord or HOA of any violation(s). Tenant is not authorized to vote for Landlord at any meeting or the council of unit owners or homeowners' associations.

TENANT INITIALS: _____ / _____ / _____ / _____

1. **PAYMENT OF RENT:** Tenant will pay said rent, at time and place, or places, specified without diminution, deduction, or demand, and this obligation to pay rent shall be independent of any other clause herein.

Rent shall be made payable to: NOAHS' FMC, and shall be mailed or delivered to: 421 W. Patrick Street, Frederick, MD 21701.

Landlord reserves the right to require rent payments be made in the form of money order or certified check. For security and banking purposes, **cash payments can not be accepted for any reason.** A service charge of **\$35.00** will be automatically assessed, along with bank fees if any, if a personal check is returned by the Tenant's bank for insufficient funds or for **ANY** reason. In the event a personal check is returned by the Tenant's bank, Landlord will automatically invoke said right to require a money order or cashier's check for all subsequent payments due through the end of the lease term. A late charge of five percent (5%) of the total amount of rent due for the monthly period shall be assessed for any payment not received by the landlord on or before the 5th day of any month for **ANY** reason. However, the five (5) day late period is **NOT** a grace period, and **RENT IS DUE AND PAYABLE ON THE FIRST OF EACH MONTH.** If agent appears against Tenant in court for failure to pay rent, a service charge of **Twenty-Five Dollars (\$25.00)**, along with court costs, will be charged to Tenant as additional rent. Landlord shall not be responsible for delays by U.S. Postal Service in delivering rental payments, and Tenant is advised that rent payments should be mailed in a timely manner so as to allow delivery prior to the rent due date. Acceptance of payments received after the first but prior to the 5th should not be construed as a waiver of the requirement that rent is due on the first of each month. Any payments received by the Landlord from the Tenant shall **FIRST** be applied to any **OUTSTANDING** amount due on Tenants account (rent, late charges, NSF fees, utilities, repairs bills, etc.) **BEFORE** being applied to the current month's rental installment payment due, regardless of any notations on said payment made by Tenant prior to presenting payment to Landlord. **Landlord reserves the right to give Tenant thirty (30) days written notice to quit and vacate the Property should rent become more than five (5) days delinquent in any month during the term of the Lease, or any renewal or extensions thereof.** Landlord shall also retain the right to pursue any legal remedies for collection of past due unpaid amounts.

2. **OCCUPANCY:** The Property will be used **SOLELY** for the purpose of **RESIDENCE**, and will be occupied by no more than _____ () persons, including children. **Subletting of the Premises, in whole or part, by the Tenant for any reason is strictly prohibited!** Tenant will not use the premises for any disorderly or unlawful purposes, or in any manner offensive to others, and will comply with all applicable federal, state, county and local laws and ordinances. Use of the Property for any commercial purpose is expressly prohibited, including, by way of example, home day care or a home office in which patients, clients or customers are received. Those authorized by the Landlord to reside within said Property, except after born children and visitors, include:

Any changes or additions to the status or any adult party to this Lease shall be subject to authorization and approval by the Landlord. Tenant shall notify Landlord of the addition of any after born children, who shall automatically be included as occupants to the Premises. "Visitors" shall be defined as a non-paying guest who resides at the Premises at the invitation of the Tenant for a complete duration of less than thirty (30) days per person, per year. If any visitor shall reside in excess of said 30-day period, such person shall be considered a sub lessee, in violation of this Lease.

Tenants Initials: _____/_____/_____/_____.

TENANT INITIALS: _____/_____/_____/_____

3. **SECURITY DEPOSIT:** Prior to taking occupancy, Tenant shall deposit with the Landlord the sum of _____ & 00/XX dollars (\$ _____), which sum does not exceed two (2) months rent, which is to be held as collateral security and applied on any unpaid rent or other balances that may remain due and owing at the expiration of this Agreement, any extension thereof or holding over period, or applied on any damages to the Premises caused by the Tenant, his family, guests, employees, trades people or pets, or other expenses suffered by the Landlord as a result of a breach of any covenant of this Lease. Tenant may **NOT** utilize the security deposit as rent, nor shall Tenant deduct same from the last month's rent due, nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant.

SECURITY DEPOSIT RECEIVED ON: _____ **BY:** _____

Landlord shall acknowledge receipt of security deposit by signing above, and deposit shall be placed by Landlord in an escrow account within thirty (30) days of receipt of said funds, in a banking or savings system within the State of Maryland, and which account shall be devoted exclusively to security deposits. The Landlord shall, upon written request, promptly provide Tenant with a written list of all known existing damages. Said request by the Tenant must be made within fifteen (15) days of the Tenant's occupancy.

Tenant has the right to be present at the time of final inspection to determine if any damages were done to the Premises, if Tenant notified Landlord in writing of his intention to move, date of moving and new address. Said notice does not relieve the Tenant of the **requirement** to provide Landlord with **thirty (30) days written notice prior to the rent due date**, of intent to vacate the Premises. Upon receipt of notice, Landlord shall notify Tenant of time and date when the Premises is to be inspected, which shall occur not more than five (5) days after the termination date indicated in Tenant's notice. Inspections shall be made between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (except holidays), the scheduling of which shall be determined by the Landlord. It shall be the tenant's responsibility to make arrangements to be present if so desired. In all cases, Tenant's furniture and personal property must be removed from the Premises prior to the final inspection, and Tenant shall return keys and possession to the Landlord prior to the final inspection. Tenant shall not re-enter nor occupy the Premises once the final inspection has been performed.

Security deposits may be withheld for unpaid rent, late fees, court fees, utility bills, tenant-related repair invoices, damages due to breach of lease (including advertising to secure a new tenant), or damages to the Premises. If any portion of the security deposit is to be withheld, Landlord, within forty five (45) days of the termination of this Lease or the expiration of the tenancy for any reason, shall present by first class mail directed to the last known address of the Tenant, a written list of damages to the Property and a statement of costs incurred. Within forty five (45) days after the end of the tenancy, Landlord shall return the deposit to the Tenant, together with simple interest which shall have accrued at the legal rate per annum, less any damages rightfully withheld. Interest shall accrue at six (6) month intervals, from the day Tenant deposits said collateral security with Landlord/Agent. Interest is payable only on a security deposit of \$50.00 or more. If repairs required are so substantial or of such a nature that work will not be completed within the forty five (45) day period following the termination of this Lease or the expiration of the tenancy for any reason, then Tenant shall be notified of projected or estimated costs by the itemized list of damages, to be followed by a statement to Tenant of costs actually incurred by Landlord/Agent, as soon as Landlord/Agent is apprised of such information. Failure of the Landlord/Agent to comply with State security deposit law may result in the Landlord/Agent being liable to the Tenant for a penalty of up to three (3) times the amount of security deposit withheld, plus reasonable attorney fees.

In the event of a sale of the Premises, or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer the security deposit to the transferee, and Landlord shall be considered released from the liability or return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of the security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to the new Landlord.

TENANT INITIALS: _____ / _____ / _____ / _____

4. **USES/AUTHORIZED OCCUPANCY:** Tenant will not use the Property for any disorderly or unlawful purposes, or in any manner offensive to others, and will comply with all Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances, or any type of paraphernalia used in connection with controlled dangerous substances, on or about the Property. Tenant expressly assumes the obligation and affirmative duty of prohibiting his family members and guests from possessing or bringing in or onto the leased premises any controlled dangerous substances or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in or upon the leased premises by the Tenant, his family or guests shall constitute a breach of this lease by the Tenant, which shall entitle the Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to, or have knowledge of, the presence of the controlled dangerous substance or paraphernalia in or upon the lease premises by Tenant's family member or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances or paraphernalia actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the quiet enjoyment of neighbors.

5. **POSSESSION:** If, on the date of this Lease, another person is occupying the Premises and the Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder shall be postponed until said Premises is vacated by such other person, and rent due hereunder shall be abated at the rate of one -thirtieth (1/30) of a monthly installment for each day that possession is postponed.

6. **ACCEPTANCE OF PROPERTY:** Tenant acknowledges that he has examined the Premises and acceptance of this Lease is evidence that said Premises is in good and satisfactory condition. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is", and that the Premises is in a habitable condition, with reasonable safety, at the time possession was taken. In no event shall Landlord be liable for any defects in the warranties as to the condition of the Premises or for any limitations of its use, unless otherwise specified herein. Tenant agrees that no representations or warranties as to the condition of the Premises have been made and that no other agreement has been made to redecorate, repair or improve the Premises unless otherwise hereinafter specified in writing. Landlord shall deliver the Premises in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in compliance with all applicable laws. Tenant shall return to the Landlord the Deficiency List provided to the Tenant at Lease signing within one (1) week of Tenant taking possession of the Premises, as written evidence of existing damages to the Premises. **Said list shall be retained for information purposes only, and shall not be construed as notice of repairs to be made.**

Tenants renting units located in townhouse communities where mailbox clusters are utilized must present their lease and proper identification at the post office to obtain mailbox keys, and must return said keys to the Landlord at the end of their tenancy. Neither the Property Owner nor the Landlord/Agent shall be responsible for any charges imposed by the post office for mailbox keys, should previous tenant fail to return mailbox keys to Landlord.

TENANT INITIALS: _____ / _____ / _____ / _____

7. **UTILITIES:** Tenant shall pay all gas, electric, water, sewer, fuel charges, refuse collection, cable television and any other utilities which may be provided to or installed upon the Premises. **ALL** utilities, with the exception of water and sewer, shall be placed directly in the Tenant's name, and shall be billed directly to and at the sole responsibility of the Tenant. Landlord shall not be liable to the Tenant in the event that cable television and/or telephone service is not furnished or supplied to the Premises. Water and/or sewer bills shall be received by the Landlord/Agent, and Tenant shall be billed by, and remit to, the Landlord/Agent. Upon termination of this Lease, or any extensions or renewals thereof, a final bill through the termination date will be deducted from the Tenant's security deposit. Should an actual final bill not be available, Landlord shall pro-rate the final bill based on the daily usage indicated on the bill immediately preceding the period in which termination of occupancy occurs. This provision survives termination of this Lease with respect to utilities billed, charged or paid during the term of this Lease.

Tenant **MUST** provide a valid telephone number and the valid number must be given to Landlord/Agent within two (2) weeks of moving into the Property. Any change in Tenant's home or work telephone numbers **MUST** be reported to the Landlord/Agent immediately.

8. **INDEMNIFICATION:** Landlord shall be held free and harmless from any and all liabilities, damages, expenses, causes of action, suits, claims or judgments by reason of any accident, injury or damage to any person or property occurring on or about leased Premises, arising from acts, failure to act, or omissions of Tenant, family, guests, employees, trades people and/or pets.

9. **INSURANCE:** Tenant shall do nothing and permit nothing to be done on the Premises which will contravene any fire policy covering the same. If Tenant's use or occupancy of the Premises increases the premium on any fire insurance policy, Tenant shall pay the cost of such increase.

At Tenant's sole cost and expense, a Renters Insurance policy shall be obtained prior to taking possession of the Premises and maintained by the Tenant for the duration of tenancy, which provides public liability coverage and provides for protection of the Tenant's personal property. Tenant **MUST** provide Landlord a copy of said policy prior to taking possession of Premises.

COPY OF RENTERS INSURANCE POLICY RECEIVED BY: _____ **DATE:** _____

10. **SMOKE DETECTORS:** Landlord hereby certifies to Tenant that smoke detector(s) have been installed and were found to be in working order at last inspection of the Premises, in accordance with applicable laws. It shall be the responsibility of the Tenant to check smoke detector(s) frequently during the tenancy, and replace batteries as necessary to keep smoke detector(s) in proper working condition, and to report any malfunctions immediately to Landlord in writing. Landlord assumes no responsibility or liability for any non-reported malfunctions to, or misuse of, smoke detector(s) by the Tenant which results in injury or damage to persons, personal property or leased Premises. **This residential dwelling unit contains alternating current (AC) electric service. In the event of power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.**

TENANT INITIALS: _____ / _____ / _____ / _____

- 11. APPLIANCES AND FIXTURES:** The refrigerator, stove, dishwasher, sump pump and permanently installed HVAC system, if now or hereinafter installed, shall be warranted by the Property Owner. Tenant shall be responsible for the repair or replacement of these appliances if such repair or replacement is required as a result of Tenant's abuse, misuse or negligence.

In accordance with the Frederick City/County Livability Code Standards, Landlords are not required to warrant the following convenience items: washer, dryer, garbage disposal, ice makers, ceiling fan(s), window coverings/blinds/shades, window air conditioning units, humidifier, dehumidifier, garage door opener(s) and remote control(s), microwave(s). Tenant agrees to maintain said appliances/fixtures at Tenant's own expense and return them in good and working condition at the end of the tenancy. **USE OF KEROSENE HEATERS IN OR UPON PREMISES IS STRICTLY PROHIBITED!**

- 12. MAINTENANCE AND REPAIR:** It is agreed that Tenant shall keep the Property, including garage, if any, in a state of good repair, maintenance and cleanliness. Tenant shall not remodel or make any structural changes, alterations or additions to the Premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as but not limited to, air conditioning, heating refrigeration, cooking units, radio or television antennae; will not drive nails or other devices into walls or woodwork (reasonable number of picture hangers excepted; tape is **NOT** to be used), nor change the existing locks on the Premises, without the prior express written consent of the Landlord. It is agreed that if said written permission is given, all costs associated with change or installation shall be at the sole responsibility of the Tenant, unless written agreement to the contrary is made. It is understood that all changes, alterations or additions become the property of the Landlord. Further, the cost of correcting any changes, alterations or additions not authorized in writing shall be charged to the Tenant as additional rent.

Tenant shall take reasonable care to keep walls and other painted/finished surfaces clean and free of excessive dirt, scuffs, marring, etc. Any repairs or repainting due to damages over and above normal wear and tear, at the sole discretion of the Landlord/Agent, shall be charged to the Tenant. **NO SMOKING IS PERMITTED INSIDE THE RENTAL UNIT.** Tenant is hereby notified that if Tenant, his family or guests, smokes inside the unit and smoke odor or tar/nicotine build up occurs on the walls and cannot be completely removed, Tenant shall be charged for complete repainting of the interior of the Premises.

Tenant shall maintain the lawn at a level of less than four (4) inches in height, shall maintain and care for the trees and shrubbery and shall keep the garden and landscaped areas free of weeds and debris. Tenant shall promptly remove ice and snow from all walks, steps and drives, and shall generally maintain the grounds in good condition. As needed, Tenant shall keep Premises grounds free of leaves and debris. All garbage and trash must be placed in suitable containers and disposed of on regularly scheduled pick up days. No automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the Premises without current license plates and said vehicles must be in operating condition. Said vehicles may be parked only in designated parking areas or on the street. Tenant should refer to any governing HOA documentation for further rules and regulations regarding vehicles.

Tenant shall, at his own expense, be responsible for such items as stoppages of toilets and drains, etc., and replacement of such items as light bulbs, fuses, etc. The maximum wattage of light bulb to be used in any fixture is 60 watts, unless the fixture bears a manufacturer's tag or label which specifically states otherwise. Tenant understands and agrees that prior to cold weather, all water supply lines to all outside hose bibs **MUST** be turned off and drained. Tenant shall be responsible for any damage caused by bursting pipes due to Tenant's failure to turn water off and drain pipes. Tenants shall, at Tenant's own expense, be responsible for such items as caulking around tubs and showers.

Tenant is responsible for maintaining in good condition any and all doors, windows and screens now or hereinafter installed in or upon the Premises, and shall be responsible for the cost of repair or replacement of same.

TENANT INITIALS: _____ / _____ / _____ / _____

Tenant understands and agrees that, should this unit be equipped with a working chimney, for use as a wood burning fireplace, and gas or oil heating system, for any other purpose, Tenant shall hire a professional chimney cleaning company to clean and inspect same prior to the beginning of each heating season and upon vacating Premises. Cost for said services shall be the responsibility of the Tenant. Should structural defects or deficiencies be noted during servicing, Tenant should notify Landlord immediately. Costs for correcting any structural defects or deficiencies shall be the responsibility of the Property Owner. Tenant shall furnish a receipt to the Landlord upon completion of each cleaning and inspection. Tenant agrees that the chopping of firewood is strictly prohibited inside the unit, or on any deck or patio of the unit, and that firewood or other sources of termites/insects shall not be stored or stacked away from the dwelling.

Tenant is responsible for the maintenance of any electric, heat pump or gas heating/cooling system filters, and filters shall be changed or washed (if washable) once every month. Tenant shall be responsible for the cost of repair or replacement to HVAC system should said repair or replacement be necessary due to unchanged filters, or other abuse, misuse or neglect by Tenant.

If unit is equipped with an oil burner, Tenant agrees to purchase a burner service contract from a reputable company providing for the cleaning of furnace and burner, which does not contravene any existing service contract. Tenant shall arrange for regularly scheduled delivery of oil, and shall ensure that the oil level in the tank does not fall below one quarter (1/4) full. Should sediment at the bottom of the oil tank cause burner to clog, Tenant shall be responsible for the replacement or repair of the system. Tenant shall have tank filled to capacity prior to vacating.

Tenant agrees that, should this unit contain hardwood flooring, at least seventy five percent (75%) of those floors shall be covered, at Tenant's own expense, with non-affixed carpeting and/or area rugs. Said carpeting must be installed no later than one (1) week after taking occupancy.

Tenant agrees to have all carpets **PROFESSIONALLY** cleaned by a locally licensed cleaner prior to vacating. A receipt shall be provided to the Landlord as proof of this service. Rented or home steam cleaners used by Tenant are not acceptable for move out cleanings. **No exceptions** shall be allowed. If Tenant or tenant's family or guests smoke, any additional cleaning and deodorizing needed shall be charged to the Tenant. If odors are such that they cannot be removed, Tenant shall be charged for carpet replacement.

Tenant shall give Landlord prompt notice of any needed repairs, defects, leaks or breakage in the unit, equipment or fixtures on or about the Premises, including damage by fire, flood or storm. Any repairs made necessary due to negligent acts of commission or omission by the Tenant, family, guests, employees or pets shall be paid for by the Tenant, but Tenant shall not order repairs or on or about the Premises without prior written approval from the Landlord. Should Tenant order any repairs without said prior approval, Tenant shall be responsible for payment of any services.

- 13. PETS:** Tenant shall not keep pets on Premises without express written consent of Landlord. If written consent is granted, a separate Pet Agreement is attached to this Lease.
This lease agreement _____ **includes** _____ **does not include** a separate Pet Agreement.

TENANT INITIALS: _____ / _____ / _____ / _____

14. SURRENDER OF PREMISES: Tenant will, upon termination of this Lease, surrender the Premises, all keys, fixtures, mechanical systems, equipment and personal property of the Landlord therein in good, clean and operating order, and in a first-class rentable condition. Tenant shall, at the time of vacating, clean said Premises, including equipment and appliances, have carpets (if any) professionally cleaned, and remove trash from the Premises. If such cleaning and trash removal is not accomplished by Tenant, or if, in the sole opinion of the Landlord, the Property and/or equipment is not left in first-class rentable condition, actions deemed necessary by the Landlord to accomplish same shall be taken by the Landlord at the Tenant's expense, which shall include a fee in the amount of fifty dollars (\$50.00) to cover Landlord/Agent's overhead. Upon vacating the Premises, Tenant shall deliver all keys to the Premises to the Landlord within twenty four (24) hours. Failure to comply will cause Landlord to charge Tenant for changing locks. Any property left on the Premises for more than three (3) days after the termination of this Lease, or the expiration of the term of this Lease, or after Tenant has vacated the Premises, shall be deemed to be abandoned by the Tenant or other owner and shall, at Landlord's option, become the Landlord's property. Landlord may dispose of it, at the expense of the Tenant, without liability to Tenant or other owner.

15. INSPECTIONS OF PREMISES: After giving notice, Landlord may enter the Premises during reasonable hours to inspect, to make necessary repairs, to make renovations, and to protect the Premises from damage. If Tenant is not present during these times, Landlord or Landlord's representative will be provided with a key for entry. If permission to keep a pet has been granted by the Landlord, it shall be the Tenant's responsibility to ensure the pet is restrained/confined so as not to restrict or prohibit Landlord or Landlord's representative from performing said inspection or repair. Failure to comply may result in revocation of permission to keep pet.

During the last sixty (60) days of this Lease term, or any extension or renewal thereof, Landlord shall have the right to place a "For Rent" sign on the Premises, and upon reasonable notice to the Tenant, enter the Premises during reasonable hours to exhibit same to other persons. Tenant shall maintain the unit in good, clean and operating order, and in a first-class rentable condition.

During the last sixty (60) days of this lease term, or any extension or renewal thereof, Landlord shall have the right to place the property on the market for sale with the real estate brokerage firm of the Property Owner's choice, who shall then be given permission to place a "For Sale" sign on the Premises, utilize a lockbox, and, upon reasonable notice to the Tenant, have the Premises shown during the hours of 9:00 a.m. and 8:00 p.m. During this time, Tenant shall reasonably maintain the interior and exterior of the property in "show" condition, and shall cooperate with the real estate broker listing the property.

16. DESTRUCTION OF PREMISES: If the Premises is rendered totally unfit for occupancy by fire, act of God, act of rioters, public enemies or by accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Premises is only partially destroyed or damaged, and Landlord decides to proceed with repairs, such repairs shall be made by the Landlord without unreasonable delay and this Lease shall remain in full force and effect without any abatement of rent.

17. 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 units, faucets), flooding and/or water damage to the premises. In the event of water, moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall notify Landlord immediately and 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 premises. In the event water damage or mold occurs within the premises through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Owner, to remediate and repair such water damage and removal of mold.

TENANT INITIALS: _____ / _____ / _____ / _____

It is hereby mutually agreed that neither the Owner or Landlord/Agent shall be held responsible for damage, repair or replacement of any and all items stored in the basement of demised premises. Owner warrants that he has informed Landlord/Agent of the condition of the basement and said leased premises (have) (have not) had penetration of water or leakage of moisture from exterior walls within the last two (2) years. If basement is to be used by Tenant for storage of personal belongings, Tenant shall do so at his sole risk.

18. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Tenants 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 Agreement. Tenant shall have no right to cancel this Lease Agreement based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that Landlord/Agent involved in the leasing of this Property, whether acting as the Agent for Owner 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.

19. TERMINATION OF LEASE: Either Landlord or Tenant may terminate this Lease at the expiration of said Lease, or any extensions thereof, by giving the other **THIRTY (30) DAYS WRITTEN NOTICE** prior to the rent due date, i.e. no later than the **FIRST** day of the month for termination at the end of the following month. Notices received at any other time during the month are effective as of the first of the month following receipt of the notice, to the end of the month following. This provision shall remain in effect for leases which are approved for month to month terms following the initial Lease period.

If Tenant shall hold over after the expiration of the term of this Lease, he shall, in the absence of any written agreement to the contrary, be a tenant from month to month, at one and one-half (1 ½) times the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease, except the term which shall be month to month, in the absence of any written agreement to the contrary, shall remain in full force and effect. The tenancy created under this Lease (Tenant's right to occupy the Property and Tenant's obligations under this Lease) shall not end merely because the Tenant ceases to occupy the Property. Notices shall be forwarded to Tenant based upon termination of tenancy, not termination of actual occupancy, though the two may coincide.

Incorporated into this Lease is a Military Clause which shall become effective should either Tenant or Owner of the Premises receive involuntary transfer orders. A copy of those orders and thirty (30) days written notice prior to the rent due date must be provided to the Landlord. This clause shall not apply should Tenant voluntarily apply for transfer, or request a change from rental housing to base or post housing.

20. EARLY TERMINATION: In the event Tenant is voluntarily or involuntarily transferred by Tenant's employer (other than involuntarily by Military) during the term of this Lease, or Tenant otherwise chooses to vacate for any reason prior to the expiration of this Lease, Tenant shall pay a termination fee to the Landlord/Agent in an amount equal to costs related to re-renting the Premises, including but not limited to leasing fees, advertising, reasonable redecorating, lead paint testing or other expenses. Tenant shall also be responsible for rent, late fees, utilities and any other charges for the Premises until such time as a new tenant takes occupancy or this Lease expires, which ever occurs first. Tenant shall post one hundred dollars (\$100.00) with the Landlord in advance, to be utilized by the Landlord in placing advertising for the Premises and Tenant shall also be responsible for any and all advertising costs beyond this initial payment. Nothing herein shall obligate the Landlord to rent the Premises before other properties are rented that may be managed by the Landlord.

TENANT INITIALS: _____/_____/_____/_____

21. DEFAULT: In the event of any default hereunder, and in addition to any other remedies available to Landlord under the terms of this Lease or applicable, law, if the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, family, servants guests or invitees, or in the event the Tenant, family, servants, guests or invitees should cause annoyance to other persons in said building or neighboring property, or should the Tenant occupy the Premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord or any governing authority, then and in any of said events the Landlord shall have the right to terminate this Lease by giving the Tenant, either personally, by mail or by posting on the leased Premises, a thirty (30) day written notice to quit and vacate the Premises and this Lease shall terminate upon the expiration of said thirty (30) day notice, any shorter period conferred under or by operation of law. Said thirty (30) day notice shall not be required to be present on the first day of any given month, and may be presented at any time, so long as a thirty (30) day period to quit and vacate the Premises is provided to the Tenant. Landlord shall thereupon be entitled to immediate possession of said Premises and may avail itself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provision of this Lease, Tenant shall be liable for all such expenditures as allowed by law.

If Tenant shall default in the performance of any part of this Lease, Landlord/Agent shall, in addition to all other remedies or rights available to them at law or in equity, be afforded all remedies allowed under Maryland law for breach or default by a tenant under a residential lease, whether such default is for nonpayment of rent or otherwise. In addition, Landlord/Agent may immediately or anytime thereafter, without notice and in addition to any and all other remedies available to them under this Lease or otherwise by law, perform Tenant's obligation (except for payment of rent) for the account and at the expense of Tenant, which sums shall be payable upon demand, as additional rent. Landlord may perform such obligations of the Tenant in the event of emergency circumstances, in order to preserve life, limb or property, in which case Tenant shall immediately reimburse Landlord/Agent for all costs and expenses incurred by Landlord/Agent in performing such obligations.

Should Tenant be in default in the performance of any part of this Lease, including payment of rent and utilities for more than five (5) days, Landlord may file a non-payment of rent suit with the appropriate District Court. Should Tenant fail to remedy the default immediately following the hearing, Tenant shall be deemed to have abandoned the Premises, at which time Landlord may immediately institute eviction proceedings to regain possession of the premises. Failure to vacate the Premises pursuant to the terms of this Lease will result in Tenant being responsible for rent during the holding over period and for any consequential damages due to an incoming tenant's inability to take possession because of Tenant's unlawful occupancy.

22. ADDITIONAL RENT: All rents, late fees, utility payments, costs, fees and other expenses, charges and sums of money or every nature that Tenant assumes and agrees to pay under this Lease, together with all interest and penalties that may accrue thereon, and all damages, costs, expenses and sums of money (including attorney fees) that Landlord/Agent may expend or incur by reason of any default by Tenant in performance of the terms hereof, shall all be deemed to be, and collectible, as additional rent under this Lease.

23. NOTICES: Any written notices regarding any of the provisions of this Lease shall be given by the Tenant on behalf of all other Tenants and authorized occupants to the Landlord. Any written notice regarding any of the provisions of this Lease may be given by the Landlord to any one Tenant. All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants and authorized occupants.

24. CREDIT REPORT: Tenant has authorized Landlord to order and obtain a Consumer Credit Report from the Consumer Reporting Agency of the Landlord's choice, to be used in connection with the execution of this Lease and at the Tenant's expense. Tenant authorizes Landlord to disclose the credit information provided by the Consumer Reporting Agency to the Owner of the Premises.

TENANT INITIALS: _____ / _____ / _____ / _____

25. **WAIVER CLAUSE:** Any waiver of a default hereunder shall not be deemed a waiver of this Agreement or of any subsequent defaults, even though such acquiescence may continue for any extended period of time, and no provision of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing and signed by the Landlord.
26. **SUBORDINATION:** This Lease shall be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the Property and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination. Tenant agrees to promptly execute any document(s) which the Landlord, Agent or lender(s) may request with respect thereto. In the event the Tenant fails to do so within fifteen (15) days from the date of receipt of written request from the Landlord, Agent or lender(s), the Landlord or Agent shall have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to honor this Lease Agreement with any subsequent owner of the Property.
27. **BANKRUPTCY:** In the Event the Tenant is adjudicated and bankrupt or makes an assignment for the benefit or his/her creditors, this Agreement shall, at the option of the Landlord/Agent, terminate and said Premises shall be surrendered to the Landlord/Agent, who hereby reserves the right in either of said events to immediately repossess said Premises.
28. **MISCELLANEOUS:** All Parties to this Lease agree that the venues and jurisdictions for any dispute hereunder shall be as follows: for Properties located in Frederick County, Maryland – District Court for Frederick County, MD; for properties located in Washington County, Maryland – District Court for Washington County, MD.

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

The provisions of this Lease are severable and if any provision, clause, sentence, section or part thereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstance, any remaining provisions, clauses, sentences, sections or parts of the Lease or their application to the Tenant or other persons or circumstances shall remain unaffected and unimpaired. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included therein to the extent that a portion of this Lease may be invalid by the striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease shall remain in full force and effect. Feminine or neuter pronouns shall be substituted for those of masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he/she is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the Property. Paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain. Each tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement, and for compliance with applicable law. This lease shall be binding on the heirs, personal representatives, administrators, successors and assigns of the respective Parties. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, statements, warranties or representatives, oral or written, not contained herein. Tenant acknowledges receipt of a copy of this Lease Agreement at the time this Lease was signed.

TENANT INITIALS: _____/_____/_____/_____

29. FURTHER PROVISIONS AND ADDITIONS:

- A. Tenant acknowledges receipt with this Lease of the following documents:
1. *Lead Poisoning Prevention – Notice of Tenant's Rights* (If applicable)
 2. *Protect Your Family From Lead In The Home:*
USEPA Booklet EPA747-K-94-001 May, 1995 (If applicable)
 3. Tenant Information Booklet
 4. Tenant Deficiency List

B. This Lease contains the following Addenda:

1. _____
2. _____
3. _____

IN WITNESS WHEREOF: The Parties hereto have caused this Lease to be duly executed the day and year first written above.

LANDLORD:

As Agent for:
Noahs' FMC
421 W. Patrick Street
Frederick, MD 21701

TENANT(S):

(SEAL)

(SEAL)

(SEAL)

(SEAL)

NOAHS' FREDERICK MANAGEMENT CORPORATION SAMPLE

NOAHS' FREDERICK MANAGEMENT CORPORATION SAMPLE

**ADDENDUM TO RENTAL APPLICATION FORM
PART 1 – DISCLOSURE**

RECEIPT FOR SECURITY DEPOSIT

Landlord has received from _____ the sum of \$ _____
by check /cash as a lease deposit for the property at _____

The following shall apply:

Tenant/Applicant hereby acknowledges receiving this receipt for the Security Deposit which states as follows:

- a) The right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the Tenant's occupancy;
- b) The right to be present when the Landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the Tenant notifies the Landlord by certified mail at least fifteen (15) days prior to the date of the Tenant's intended move, of the Tenant's intention to move, the date of moving, and the Tenant's new address;
- c) The Landlord's obligation to conduct the inspection within five (5) days before or after the Tenant's stated date of intended moving;
- d) The Landlord's obligation to notify the Tenant in writing of the date of the inspection;
- e) The Tenant's right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the tenancy;
- f) The obligation of the Landlord to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within forty-five (45) days after the termination of the tenancy;
- g) A statement that failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees;
- h) The Landlord shall retain a copy the receipt for a period of two (2) years after the termination of the tenancy, abandonment of the premises, or eviction of the Tenant, as the case may be.

ALL TENANTS/APPLICANTS MUST SIGN BELOW

Landlord/Agent Date

Tenant Date

Tenant Date

Tenant Date

(Tenant shall receive the above when payment is made in cash or a receipt is requested)