

GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE

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1. DATE OF LEASE OFFER: _____

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

3. TENANT: _____

4. LEASED PROPERTY ADDRESS ("THE PROPERTY"): _____

5. INITIAL LEASE TERM: Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of _____ year(s) or month(s) commencing on the _____ day of _____ (mo./yr.) and ending on the _____ day of _____ (mo./yr.) (the "Initial Term"), at a total rental of _____ Dollars (\$ _____) for said Term, due and payable in equal monthly installments of _____ Dollars (\$ _____), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus if applicable the sum of _____ Dollars (\$ _____) on _____ as "pro rata" rent for the period _____ through _____.

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 _____ at _____ (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: _____

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 one 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.

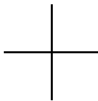
B. MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the

Tenant _____ / _____

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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 _____ (____) 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 \$_____ 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. 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.

11. 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.

12. 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.

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 _____ Landlord Property Manager

Tenant _____ / _____

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Address _____
Phone _____

13. SECURITY DEPOSIT: In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with Landlord the sum of _____ Dollars (\$ _____), ("Security Deposit") receipt of which is hereby acknowledged, which sum does not exceed one (1) months' Rent. **NOTICE: Total security deposit, including pet 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.

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**

14. PETS/SERVICE ANIMALS:

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

Tenant is authorized to have pets:

Yes No # ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____.

Pet Deposit: \$ _____ has been added to the security deposit in consideration of Landlord allowing Tenant to keep pet on the Property. **NOTICE: Total security deposit, including pet deposit, may not exceed one month's rent.**

B. SERVICE ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal:

Yes No # ALLOWED _____ TYPE OF SERVICE 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.

15. 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.

16. 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.

17. 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).
_____/_____
TENANT'S INITIALS

18. 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. _____ 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.

19. 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 |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Fireplace Screen Doors | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Carbon Monoxide Detector(s) # _____ | <input type="checkbox"/> Freezer | <input type="checkbox"/> Screens | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Shades/Blinds | |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom | <input type="checkbox"/> T.V. Antenna | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Lawn Mowers(s) _____ | <input type="checkbox"/> Trash Compactor | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Microwave | <input type="checkbox"/> Wall Oven(s) # _____ | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> Water Filter | |
| <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Water Softener | |
| <input type="checkbox"/> Exist. w/w Carpet | <input type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Window A/C Unit(s) # _____ | |
| | <input type="checkbox"/> w/ice maker | | |

Additional Inclusions: _____
Exclusions: _____

20. 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.

21. 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**

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

	<u>Landlord pays:</u>	<u>Tenant pays utility provider directly:</u>	<u>Landlord pays and tenant reimburses landlord:</u>
a. Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cold Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Cooking Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Heating Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Heating of Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

23. 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.

24. 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.

25. 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.

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:

26. 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.

27. SHOWING OF PROPERTY FOR RENT OR SALE: During the last _____ 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 _____ to _____ 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.

28. 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.

29. 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.

30. 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.

31. 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 _____.

32. 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'S INITIALS

33. 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.

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

Tenant _____ / _____

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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**

34. 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.

35. 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.

36. 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>.

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. _____/_____ **TENANT'S INITIALS**

NOTICE: Some jurisdictions require acknowledgement of this notice.

37. 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 \$_____. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

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

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

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

55. ADDITIONAL PROVISIONS: _____

ADDENDUM(S) ATTACHED CONCERNING _____

56. 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.

Tenant's Signature Date Landlord or Authorized Representative of Landlord Date

Tenant's Signature Date Landlord or Authorized Representative of Landlord Date

Tenant _____ / _____ Page 11 of 12 10/24 Landlord/Authorized Representative of Landlord _____ / _____

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



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. **You should carefully read all agreements** to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that _____ (firm name) and _____ (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- subagent of the Seller
- buyer's/tenant's agent

Signature (Date)

Signature (Date)

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)