



Post Office Box 2051  
Waldorf, MD 20604-2051  
301-751-3929 / 301-751-2932  
info@dmspropertiesllc.com  
www.dmspropertiesllc.com

## DEED OF LEASE FOR MARYLAND

**(This Lease is a legally binding contract; if you do not understand any of the provisions, you should seek competent legal advice before signing this document)**

**This Residential DEED OF LEASE (“Lease”) is made on \_\_\_\_\_ between \_\_\_\_\_.**

### 1. LANDLORD:

The Landlord(s) and/or Agent(s) are:

- \_\_\_\_\_, Landlord
- \_\_\_\_\_, Landlord
- Dale M. Servetnick, Property Manager/Agent
- Terri H. Osburne, Property Manager/Agent

### 2. TENANT:

The tenants are:

- \_\_\_\_\_, Tenant
- \_\_\_\_\_, Tenant

### 3. RENTAL PROPERTY:

- The Landlord agrees to rent to the Tenant the property described as a house located at \_\_\_\_\_, an unfurnished property known as the “Leased Premises.”

### 4. TERM OF LEASE AGREEMENT:

- This Lease Agreement will begin on \_\_\_\_\_ and will end on \_\_\_\_\_.
- At the end of the Lease Agreement, it will be deemed renewable on a month-to-month basis under the same provisions until either party notifies the other IN WRITING.

### 5. USE AND OCCUPANCY OF PROPERTY:

- The only persons living in the Leased Premises are \_\_\_\_\_, as listed on the Rental Application.
- Temporary guests are permitted, but this is defined as those persons who occupy the property for no more than two weeks during any twelve-month period.
- Any change in the occupancy will require written consent of the Landlord. A lease change fee of \$250 will be charged to tenants when a change of roommates is requested and approved.
- The Tenant will use the Leased Premises only as a residence.
- Tenant shall not assign this Agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without prior written consent of the Landlord.

**6. AMOUNT OF RENT:**

- The amount of Rent is \_\_\_\_\_ per month to be paid monthly. The total rent for the lease term is \_\_\_\_\_.

**7. DATE RENT IS DUE:**

- The first installment of \_\_\_\_\_ covering the period of \_\_\_\_\_ through \_\_\_\_\_ is due before occupying the Rental Property.
- Pro-rate rent from \_\_\_\_\_ through \_\_\_\_\_ is \_\_\_\_\_ due on the first day of \_\_\_\_\_, after which time the rent is due on or before the 1<sup>st</sup> day of each month.
- Rental Payments will be made to DMS Properties, LLC and may be delivered by mail to DMS Properties, LLC, Post Office Box 2051, Waldorf, MD 20604.

**8. LATE FEE AND RETURNED PAYMENTS:**

- If any rent payment is not received by Landlord within five days (10 days if property is located in Montgomery County) from the due date, Tenant agrees to pay as additional rent the sum of \_\_\_\_\_ (5% of the rent).
- Tenant further agrees to pay a handling charge of \$35.00 for each check returned by the bank for insufficient funds or any other reason. Returned checks will not be re-deposited.
- If the Tenant's financial institution returns the rental payment and causes the rental payment to be late, a late charge will apply.
- After the second returned payment, the Landlord requires that any and all future payments to be made by money order or certified funds.

**9. RENEWAL:**

- This lease may be renewed after a specific property survey is completed. The Landlord shall advise the Tenant of any Landlord instructions concerning renewal of lease.
- Extension of this lease on a monthly basis does not terminate the relationship of Landlord or Tenant as specified herein.
- Month-to-month leases must be terminated with a thirty (30) day written notice. This notice shall be received no later than the 1<sup>st</sup> day of the month and the tenancy shall terminate on the last day of the month.
- IT IS FURTHER UNDERSTOOD THAT TENANT IS RESPONSIBLE FOR THE FULL RENTAL LIABILITY FOR THE ENTIRE LAST MONTH OF INTENDED OCCUPANCY, REGARDLESS OF WHETHER THE TENANT ACTUALLY RESIDES IN THE PREMISES FOR THE MONTH'S ENTIRETY OR ANY PORTION THEREOF.

**10. SECURITY DEPOSIT:**

- At the time of the execution of this Lease Agreement, or prior thereto, the Tenant paid to the Landlord a security deposit in the amount of \$\_\_\_\_\_, which does not exceed two (2) months rent and receipt of which is hereby acknowledged by the Landlord.
- This Lease Agreement shall also serve as a receipt for the security deposit.
- In accordance with Maryland law, the Landlord shall maintain the security deposit in a banking or savings institution within the State of Maryland in an insured certificate of deposit or account that is devoted exclusively to security deposits.
- The Landlord acknowledges Tenant's right to have the dwelling unit surveyed 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. The Tenant shall, if he disagrees with the list, serve on the Landlord a statement of his own, setting forth any variations within five (5) days after he receives such a list from the Landlord. Such list is for information only, and Landlord shall not be obligated to make any repairs, except as required by law.

- Proper termination has occurred when Tenant has faithfully performed his lease obligations, given/received proper termination notification; paid all rent, final utility bills (see Paragraph 29), and other charges due Landlord. Prior to the survey, the Tenant shall:
  - A.** Have carpets cleaned by a professional company acceptable to the Landlord and provide a paid receipt.
  - B.** Gutters and chimney must be clean.
  - C.** Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
  - D.** Eliminate all household pests and vermin from the interior of the Premises.
  - E.** Change all air filters on furnace and air conditioning units. Provide evidence from the company selected by the Landlord that the fuel tank(s) are refilled.
  - F.** Insure that the Premises, including kitchen, baths and all appliances, floors, walls and windows are thoroughly cleaned, grass is cut and trash removed.
  - G.** Have all light bulbs and smoke detectors in working order.
  - H.** Return all keys, garage door openers, passes and documents provided.
- Within forty-five (45) days after the end of the tenancy, the Landlord shall return the security deposit to the Tenant together with simple interest thereon which shall have accrued in the amount of the rate specified by statute, less any damages rightfully withheld. Interest shall accrue thereon at six (6) month intervals from the day the Landlord deposits the security deposit to the required interest-bearing account, within thirty (30) days after receipt.
- It is understood and agreed that the security deposit, or any portion thereof, may be withheld in accordance with Maryland law for unpaid rent, damage due to breach of lease, lost future rents, unpaid water bill, damage to the leased premises, common areas surrounding the leased premises, major appliances or damage to furnishings that are caused by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. Tenant may not utilize the security deposit as rent and must not apply the same to the last month's rent.
- Pursuant to Section 8-203(f), Real Property article of the Annotated Code of Maryland, the Tenant is hereby notified of his right to be present upon termination when the Landlord surveys the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of his intention to move, the date of moving and his new address. Upon receipt of the Tenant's notice, the Landlord shall send written notification to the Tenant of the time and date when the premises are to be surveyed, which shall occur within five (5) days before or after the date of moving as designated in the Tenant's notice.
- If any portion of the security deposit is withheld, the Landlord acknowledges his obligation to present by first class mail directed to Tenant's last known address, within forty-five (45) days after the termination of tenancy a written list of the damages claimed together with a statement of the cost actually incurred and any unused portion of the security deposit.
- **PROVIDED HOWEVER**, that notwithstanding the above provisions, in the event the Tenant has been evicted or ejected for non-payment of rent or for breach of a condition or covenant of the lease prior to the termination of tenancy, or in the event the Tenant has abandoned the premises prior to termination of the tenancy, the Tenant and the Landlord have the following duties with respect to the security deposit.
  - A.** The Tenant must first demand return of the security deposit by giving to the Landlord written notice by first class mail within forty-five days of being evicted, or ejected, or of abandoning the premises. The notice shall specify the Tenant's new address.
  - B.** Within forty-five (45) days of the receipt of the notice from the Tenant to the Landlord, the Landlord shall send written notice to the Tenant by first class mail which contains a written list of damages claimed by the Landlord, as allowed by law, together with a statement of the costs actually incurred and the Landlord shall return the security deposit to the Tenant together with simple interest in the amount specified by statute, less any damages rightfully withheld.
- Pursuant to Section 8-203.1(a)(7) Real Property article of the Annotated Code of Maryland, the Tenant is hereby notified that the failure of the Landlord to comply with the security deposit law may result in the

Landlord being liable to the tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney fees.

**11. TRANSFER OF SECURITY DEPOSIT:**

- If Landlord, his heirs or assignees, assumes management of the property, or management is transferred to another company; the Tenant consents to the transfer of his security deposit, plus interest, if any, to such party or company, if applicable by law.

**12. PETS:**

- Tenant shall not keep or allow pet(s) on premises except as follows or with subsequent written consent of Landlord. The following pet(s) may be kept on the premises: \_\_\_\_\_.
- Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, should the above consent be given.
- Paid receipts for such cleaning and treatment must be provided to Landlord.
- Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, sub flooring and wood floors, screens, glass and frames and landscaping.
- Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations.
- Tenant shall not keep the pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.
- With the exception of properties located in Montgomery County, if Tenant permits or harbors a pet on the premises without: 1) permission of Landlord, and 2) payment of the required pet deposit, tenant shall be in violation of the lease.
- If tenant violates the "no pets" provision of the lease, tenant agrees to pay, as additional rent, \$200 per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord were caused by the unauthorized animal on the premises.
- Landlord also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy.

**13. UTILITY CHARGES, DUES AND FEES:**

- Tenant shall keep in service and pay all applicable utility charges, including but not limited to gas, water and sewer fee, electricity, and waste removal. Utility charges will commence on the effective day of this Lease. Tenant agrees to pay the bills promptly when due and will make all necessary deposits as quoted by utility companies.
- The applicable utilities for the property are:
  - Water and Sewer: \_\_\_\_\_
  - Electricity: \_\_\_\_\_
  - Natural Gas: \_\_\_\_\_
  - Propane: \_\_\_\_\_
  - Oil: \_\_\_\_\_
  - Trash Removal: \_\_\_\_\_
- All utility services shall be transferred and all final bills paid by Tenant, with proof of payment, before any part of the security deposit can be returned. Landlord shall not be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time. If Tenant fails to pay any utility bill and Landlord makes payment, such amount shall be charged to Tenant as additional rent due.
- Tenant is to pay swimming pool fees, recreational fees, parking fees, move-in fees, security alarm monitoring fees, cable/access fees and all telephone service, wires and equipment where applicable,

unless otherwise agreed upon in writing. Landlord is to pay association dues, homeowner dues, condominium dues, etc., unless otherwise agreed in writing.

**14. FIXTURES AND APPLIANCES:**

- The Landlord provides as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, existing floor coverings and smoke detectors, along with the following additional fixtures and appliances:
  - Refrigerator with Ice Maker
  - Stove (Gas or Electric) and Range
  - Clothes Washer and Clothes Dryer
  - Dishwasher
  - Garbage Disposer
- Except as otherwise provided, Landlord will maintain the property in good repair and habitable condition and will be responsible for all major repairs not due to the fault or negligence of the Tenant during the term of this Lease.
- Repairs or replacement of equipment provided due to normal wear and tear shall be at the expense of the Landlord.
- The following equipment, if now or hereafter installed, is for the Tenant's use and convenience and is not warranted by the Landlord, condition is unknown: Venetian blinds, shades, curtains, drapes, valances, rods, \_\_\_\_\_. Tenant agrees to maintain this equipment at Tenant's expense. Should cost of repair exceed the value of the equipment, Tenant may after written request and consent from the Landlord has been received, elect not to repair and may have it removed.
- Tenant must have written approval before installing any appliances. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliances supplied by the Tenant.

**15. PLUMBING FIXTURES AND APPLIANCES:**

- Tenant shall keep the premises, including all plumbing fixtures, facilities and appliances as clean and safe as conditions permit.
- The tenant agrees that at the termination of the lease all appliances and equipment will be left in good working order and shall be operative unless previously reported to Landlord.
- The Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures due to Tenant not maintaining sufficient heat in property or not properly winterizing home.
- It is Tenant's responsibility to maintain heat or to report faulty heating equipment to Landlord.
- Stopped-up/clogged drains/pipes, washer connect hoses, dishwasher air gap and impellers, as well as jammed disposals are considered Tenant responsibility unless proven otherwise.

**16. FIREPLACE, CHIMNEYS, WOOD BURNING STOVE, HEAT-O-LATOR:**

- Tenant agrees to have these units professionally cleaned and serviced periodically, as use dictates, and provide receipts to the Landlord.
- Under no circumstances should firewood be stored inside the property, against exterior walls, on driveway, patio, deck, or in garage.

**17. TENANT MAINTENANCE OBLIGATIONS:**

- The Tenant shall not deliberately destroy, deface damage, impair, or remove any part of the Premises, or common areas nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of the Tenant, Tenant's family, guests, invitees, agents, employees or pet(s). The Tenant is responsible for:
  - Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage and waste in sealed containers. Any fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

- Tenant must abide by all local recycling regulations.
- Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to overload any system. Tenant must drain outside water spigots each fall. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.).
- Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every two (2) months.
- Clearing all drains and toilets, maintaining caulking around tubs and showers, maintaining all carpeting and flooring in a clean and good condition, replacing broken or damaged glass, screens, flooring and drywall.
- Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
- The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments (or requiring appointments to be scheduled during overtime hours) with service persons who require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
- Making any repairs, alterations, or additions required by any governmental authority, Owner's Association, insurance company or the Managing Agent due to the Tenant's use.
- The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents (excluding squirrels) during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin.

**18. CONDITION OF PROPERTY:**

- The tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- Landlord will make an itemized condition survey. A written copy of such survey will be forwarded to Tenant. Tenant may request to be present at initial and move-out surveys by notifying Landlord by certified mail 15 day prior to said survey. Any additional itemized conditions noted by Tenant should be submitted to Landlord within 15 days of occupancy, in writing, to be determined as legitimate and added to the report as required.

**19. LANDLORD CONSENT REQUIRED:**

- Tenant shall not make any repairs, alterations and/or additions without first obtaining Landlord's written consent. Repairs, alterations and/or additions included but are not limited to:
  - Remodeling, making any structural change, alteration, addition or decoration, including papering and painting of the Premises.
  - Installing, attaching, removing or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters.
  - Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanging nails which are permitted).
  - Affixing any object containing an adhesive backing to any surface in the Premises. Attaching plant hooks to the ceiling.

- Rekeying locks, installing additional locks or security systems. The Tenant must provide the Landlord, and the Owner's Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems within 24 hours of change.
- Installing iron safes, waterbeds, pianos, aquariums or any other extra-heavy objects.
- In the event any repairs, alterations and/or additions are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation hereof, Tenant hereby warrants that such activity will be undertaken only if he is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes.
- Tenant warrants that he will be accountable for any mishaps or accidents resulting from such work he performs or causes to be performed by others, and that he will hold Landlord, Agent and the manager of the Premises free of harm, litigation or claims of other persons.
- Under no circumstances is the cost of said repairs to be deducted from an installment or rent payment.
- Tenant agrees that such repairs, alterations and/or additions shall remain with the property with Landlord approval or property must be returned to original condition at the expense of Tenant.

**20. DEFAULT:**

- Failure to pay rent, or additional rent, at the time specified will constitute default.
- Landlord may terminate this lease, be entitled to possession of the property, any unpaid rent or additional rent, recovery of any damages sustained and any and all such attorney's fees as may be recoverable by law.
- It is further agreed between the parties that Landlord may avail themselves of any remedy provided by law for the restitution of the premises and the recovery of delinquent rents and damages.
- If suspected premises has been deserted or abandoned, Landlord may proceed to recover possession of premises in accordance with the law.

**21. ATTORNEY'S FEES AND ENFORCEMENT:**

- Tenant agrees that in the event of his default in any installment of rent, or in the event of his breach of any covenant or condition hereof, he will reimburse the Landlord for any money expended by Landlord/Agent for utility or other bills, damages, leasing costs, as well as other costs which may be incurred to enforce this lease, plus reasonable attorney's fees owed to Landlord/Agent by Tenant.

**22. DIPLOMATIC CLAUSE, MILITARY CLAUSE:**

- If Landlord or spouse is, or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PCS/Transfer orders, transferred to temporary duty of ninety (90) days or more duration, or is released or retired from active duty and is returning to the dwelling unit during the Lease Term, he may terminate this Lease by giving the Tenant 30 days written notice to that effect.
- If the Tenant is or becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PCS orders thirty-five (35) miles or more from the location of the dwelling unit, transferred to temporary duty of ninety (90) days or more duration, or is abruptly and unexpectedly released or discharged from active services during the Lease Term, he may terminate this Lease by giving the Landlord/Agent thirty (30) days written notice to that effect, together with an official copy of his orders.

**23. POSSESSION OF PREMISES:**

- In the event that Landlord/Agent is unable to deliver possession of the premises at the commencement of the tenancy, the Landlord/Agent agrees to use whatever efforts are, in his determination, reasonable to security possession of premises, but in no event, except for the willful and deliberate misconduct of Landlord/Agent, shall Landlord/Agent be liable to Tenant for any delay in possession.

- Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of this lease until the premises are available for occupancy by Tenant.

#### **24. TERMINATION:**

- Unless written notice is received by either party not less than 30 days prior to the expiration date of this Lease, known as the "notification period," the lease will be deemed renewed on a month-to-month basis, and will remain in compliance with the same provisions, covenants and conditions as the current lease.
- This written notice regarding termination must be received no later than 5:00 p.m. on the day proceeding the commencement date of the notification period.
- Upon receiving written notice from Tenant, Landlord shall notify Tenant of move out/survey date.

#### **25. NOTICE OF DEFECTS OR MALFUNCTION:**

- Tenant will give Landlord immediate notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on property in writing. Tenant shall bear any expense for failure to do so.
- This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way meant to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided "Fixtures and Appliances."
- Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for the Landlord or its Employees/Agents/Vendors to enter the Premises at a reasonable time without further notice to perform such repairs or services.
- If Tenant breaks any scheduled maintenance appointment or fails to allow access during regular business hours for purpose of accomplishing any required repairs, Tenant shall bear any additional expense for rescheduling of broken appointment, and/or over-time charges imposed by vendor.

#### **26. TENANT CONDUCT:**

- Tenant shall conduct himself and require other persons and/or animals on the Premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their Premises, and always in accordance with the rules and regulations of applicable homeowners association or condo association which are considered a part of this lease.
- Tenant further covenants and agrees not to use or permit Premises to be used for any improper, illegal or immoral purposes. In the event the heretofore specifics have been breached, the Landlord shall have the right to terminate this Lease by giving, delivering or posting proper written notice to quit the Premises.
- Landlord shall have the right to terminate this Lease if evidence indicates an immediate threat, which materially affects the health or safety of either Landlord or other tenants. For example, the sale, distribution or possession of illegal dangerous or prohibitive drugs and drug paraphernalia on the Premises shall be considered an immediate threat. In such event, Landlord shall give Tenant written Notice of Termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the Premises to Landlord within the time specified in the Notice of Termination.

#### **27. HEALTH AND SAFETY:**

- Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- The Premises are warranted as free from pest infestation and Tenant is required to report in writing any signs of rodents or vermin within thirty (30) days of occupancy. After this time, Tenant is required to control any infestation and related costs are the Tenants expense.



- The Tenant will not use or keep in the dwelling any explosives, flammable or combustible materials which would increase the rate of fire insurance on the Premises.

#### **28. EQUIPMENT THAT OVERLOADS SYSTEM:**

- Tenant will not install any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the property, without prior written consent of the Landlord, and any required governmental agency or public utility company consent, to comply with applicable public law.

#### **29. VEHICLES:**

- Only vehicles with current license plates and in operating condition shall be parked at the Premises, and on areas designated for this purpose. Violation will cause removal at Tenant's expense.
- Repairing of vehicles on Premises is not authorized in this lease.

#### **30. SMOKE DETECTORS:**

- Applicable law of any government body requires the installation of smoke detectors at the time of occupancy. Landlord certifies to Tenant that smoke detectors have been installed and are in proper working condition.
- It shall be the responsibility of Tenant to check smoke detectors periodically and replace batteries if necessary to keep the smoke detectors in proper working condition, and to report any malfunctioning smoke detectors to Landlord in writing.
- Landlord/Agent assumes no responsibility or liability for any non-reported malfunction or misuse of smoke detectors by the Tenant, which result in injury or damage.
- Tenant will do nothing and permit nothing to be done on or about the Premises, which will contravene any fire insurance policy covering the same. There may be legal penalties for intentionally disabling or otherwise tampering with smoke detectors.
- **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a batter powered smoke detector.**

#### **31. NOTICE OF ABSENCE:**

- Tenant shall advise Landlord by telephone or in writing of an anticipated absence from the property in excess of seven (7) days. During any such absence, Landlord may enter property at any time necessary to protect the property from damages resulting from severe weather conditions, acts of nature, utility interruptions, public disruptions or similar occurrence. This does not obligate Landlord, nor does Landlord assume liability for such occurrences.

#### **32. SUBORDINATION AND ASSIGNMENT OF LEASE:**

- This lease shall be subordinate to the lien of existing and future mortgages placed on the Premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this Lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

#### **33. ACCESS TO PROPERTY BY LANDLORD, AGENT AND THEIR DULY DESIGNATED REPRESENTATIVES:**

- Upon reasonable notice to Tenant and at reasonable times, Landlord, Agent, Vendor and/or their duly designated representative, may enter the Premises in order to:
  - survey the property
  - make necessary repairs, decorations, alterations or improvements
  - supply the necessary or agreed services

- exhibit the property to prospective or actual purchasers or tenants, mortgagees, appraisers, workmen or contractors
- or in Condo/Co-op unit Agent may enter to investigate reports of leads into adjoining units.
- in addition, ninety (90) days preceding the expiration or termination of Lease term, Tenant will allow a “For Sale” sign to be placed on the property along with a lockbox containing a key to the main entrance for Agents’ access.
- Tenant will allow a “For Rent” sign to be placed on the property along with a lockbox containing a key to the main entrance for Agents’ access sixty (60) days preceding the expiration or termination of lease term.
- Landlord may enter the property at any time to protect the property and Landlord’s/Tenant’s possessions if it is suspected severe weather conditions, acts of nature, utility interruptions, illegal activities, public disruptions or similar occurrences have taken place in the neighborhood.
- Tenant will remove or secure any pet(s) on the Premises when property is on market or when access is granted.

**34. TENANT’S REFUSAL TO ALLOW ACCESS:**

- If Tenant refuses to allow access to Landlord/Agent as provided in preceding Paragraph 32, Landlord may obtain injunctive relief to compel access or may terminate this Lease.
- If Tenant fails to vacate the property, Landlord may bring an action for possession and damages sustained, including leasing costs and reasonable attorney’s fees.

**35. RIGHTS OF LANDLORD UPON BREACH OF LEASE BY TENANT:**

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

**36. DESTRUCTION BY CASUALTY:**

- If property shall be partially damaged by fire, severe weather conditions or other cause without the fault and neglect of Tenant, the damage shall be repaired within a reasonable time by and at the expense of Landlord and the rent, according to the extent that the property is rendered uninhabitable as determined by Landlord, shall be adjusted or suspended until such repairs are completed.
- If the property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to the former condition or Landlord shall decide to demolish the structures of the property, then and in either of such events, Landlord shall have the option to terminate this Lease by written notice to Tenant, and the terms of this Lease will end on the day such notice is given with the remaining rent proportionately adjusted to the effective date of termination.

**37. PROPERTY UNFIT FOR HABITATION:**

- If the whole, or any part, of said property should be declared, posted, or be the subject of formal notice, by any government authority or law, that it is unfit, unsafe, uninhabitable, unsuitable or not lawfully usable for the purpose of persons under this Lease, Landlord shall have the option of eliminating or correcting the problem, if such can be done, or terminating this Lease on the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property, whichever date is earlier, and the remaining rent shall be proportionally adjusted to the effective date of termination.

**38. CONDEMNATION:**

- If the whole or any part of said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate from the date when possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent shall be proportionately adjusted to the effective date of termination.

**39. LANDLORD WITHOUT LIABILITY:**

- In no event shall Landlord/Agent be liable for damages or compensation to Tenant or Tenant's assigns, household, agents, or licensees, or other persons or entity, because of events, conditions, actions, or terminations described in or arising from or connected with the provisions of "Destruction by Casualty," Property Unfit for Habitation," and "Condemnation."
- Should tenant be concerned about crime statistics or "Megan's Law" contact the local police department for further information.

**40. LIENS UPON PROPERTY:**

- The Tenant has no authority to incur any debt or to make any charge against the Landlord/Agent or create any lien upon the said leased property for any work, utilities or materials furnished to same.

**41. TENANT NEGLECT AND COSTS:**

- If at any time during the term of this Lease, or any renewal or extension, Landlord should be required to make repairs, alterations or additions to property or its equipment, caused by Tenant misuse or neglect, Tenant hereby agrees that repairs, alterations or additions shall be made at Tenant's expense.
- Landlord shall have the option of terminating this Lease, or cause such repairs, alterations, or additions to be made, and the cost of same, plus 10% thereof, shall be considered as additional rent for property and payable forthwith by Tenant.
- The provisions of this paragraph shall be in addition to and shall not prevent the enforcement of, any claim Landlord/Agent may have against Tenant for any other breach or damages under this Lease.

**42. DEATH OF TENANT OR LANDLORD:**

- If any party to this Lease, Landlord or Tenant, should die during the term of this Lease, the surviving party of the deceased may terminate this Lease by giving thirty (30) days written notice to the other parties involved in the Lease. This right of termination of Lease must be exercised within ninety (90) days of the death of party concerned.

**43. INVALID TERMS:**

- If any term, covenant, condition, or provision of this Lease Agreement, or the construction thereof to any person or circumstance, shall to any extent be deemed invalid or unenforceable, the remainder of this Lease Agreement, or the construction of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

**44. WAIVER OF BREACH:**

- No waiver or oversight of any breach of any covenant, condition or agreement contained, or compromise or settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach.

**45. LIABILITY FOR PERSONAL OR PROPERTY DAMAGE:**

- All persons and personal property in or on Premises shall be at the sole responsibility of Tenant.
- Landlord/Agent will not be liable for any damage or injury to persons or personal property arising from the negligence, acts or omission of acts of the Tenant or persons or entity invited by the Tenant, or from roof, wall, floor, door, or window water leaks, or from the freezing, bursting, leaking, or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or vermin or from or by any other cause whatever, latent or patent.
- Neither Landlord nor Agent shall be liable for any injury or damage whatever to the person or property of Tenant or any other person or entity in or on said property caused by Tenant or his invitees or pets; and Tenant hereby expressly and without reservation covenants and agrees to save Landlord and Agent harmless from any cause whatsoever, except for the negligence of the Landlord, its agent, servants, or employees which shall proximately and actually cause such injury or damage.
- IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROTECTS TENANT'S PERSONAL PROPERTY.

**46. TRUTHFULNESS OF APPLICATION:**

- The Rental Application submitted by Tenant has been an inducement for Landlord to rent the Premises to Tenant and hereby becomes a part of this Lease. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than applicants/occupants as stated in the Rental Application, Landlord shall have the right to terminate this Lease, to hold Tenant liable for all rent until reoccupied, any damages and to avail himself of all rights and remedies to which he may be entitled by law or equity, and to recover reasonable attorney's fees and costs as allowed by law.

**47. NOTICES:**

- Any written notice regarding any of the provisions of this Lease may be given by Landlord to any Tenant.
- All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, cosigners, guarantors and subtenants.
- All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the Premises address unless otherwise stipulated within this Lease.

**48. ADDENDA AND ENTIRE AGREEMENT:**

- The addenda attached hereto and executed by the parties shall be a part of this Lease Agreement.
- THIS LEASE AGREEMENT AND THE ATTACHMENTS HERETO CONTAIN THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO PARTY TO THE LEASE AGREEMENT SHALL BE BOUND BY ANY TERM, CONDITION, COVENANT, WARRANTY, REPRESENTATION, STATEMENT ASSURANCE, OR AGREEMENT, ORAL OR WRITTEN, NOT SET FORTH HEREIN.

**49. ACKNOWLEDGEMENT:**

- The covenants, conditions and agreements contained are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- Tenants signing this Agreement shall be jointly and severally liable.
- Whenever the context so requires, the singular member shall include the plural, the plural the singular, and the use of any gender shall include all genders.

