

# RESIDENTIAL LEASE AGREEMENT

This Lease Agreement made this th day of **March, 2009**, between Richard C. Inslay, Jr., Landlord, and **Name of Tenants** Tenant(s), witnesseth, that Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord **Property Address** Salisbury, Maryland, hereinafter called the "premises" for the term of **One Year** which for the purpose of this lease, one year is considered to be 360 days, beginning on the **1<sup>st</sup>** day of **August, 2009** (or the date Landlord tenders possession of the premises to Tenant) and ending on the **25<sup>th</sup>** day of **July, 2010**, at the rent of **Yearly Rent Amount (\$)** per **YEAR** payable in **Monthly** installments of **Monthly Rent Amount (\$)** on the first day of each month in advance. This letting is upon the following conditions, covenants and agreements.

1. The Tenant covenants that he will use the premises for residential purposes only and not for any office or commercial use and that he will not allow anyone to share said premises, keep roomers, or borders, nor assign, sublet or transfer said premises or any part thereof without the Landlord's consent endorsed in writing hereon; also, that the written assent hereon to one assignment or transfer of this lease or subletting shall not be considered as a waiver of this covenant by the Landlord to any subsequent assignment, transfer or subletting, nor shall such written assent to any assignment or transfer release said Tenant from liability hereunder. No person shall reside in the premises, except for guests, other than those named in Tenants "Application to Rent" filed with Landlord or Landlord's agent, except by prior written consent of Landlord. Any guests remaining longer than ten days shall register with the Landlord.

2. The Tenant accepts said premises in its present condition and agrees to keep said premises in a good clean condition. The Tenant shall keep the yard and grounds surrounding the premises in a neat, clean, and orderly manner, including the regular removal of leaves and debris, mowing the entire yard, weeding, watering to ensure survival during dry weather conditions and maintenance of flower and landscape beds, edging of and grass removal from walkways, pruning of shrubs and removal of any snow and ice from sidewalks and driveways within 12 hours of its accumulation. Tenants failure to regularly perform these duties shall be sufficient cause for Landlord to have the work done and to charge the Tenant for same, and no additional notice other than this from Landlord to Tenant shall be required. The tenant shall not do anything or permit anything to be done in or about the premises which shall violate any city, county or state ordinance or statute, and Tenant shall be responsible for all fines and penalties incurred by Landlord due to Tenants or guests non compliance with same. Tenant will not, without the prior written consent of Landlord, make any alteration, addition or change in or to the premises or the painting thereof. Tenant shall give Landlord prompt notice of any defects in or accident to any part of said leased premises, in order that the same may be repaired with due diligence, but if damage is caused by misuse or neglect of the Tenant, his family, agent or visitors, and if Landlord makes said repairs, Tenant agrees to pay the cost of same upon presentation of bill. Such bill shall be reasonable and comparable to local market prices for work done. All charges to Tenant for repair of damages or for Tenant duties performed by Landlord shall include a charge of Twenty Percent (20%) of the cost of the work done for overhead and supervision. Tenant will not keep or do anything in the premises which will affect the insurance against fire or other hazards. Tenant agrees to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and damage by the elements excepted. Landlord has furnished Tenant a summary concerning Tenant's security deposit to Landlord, and Tenant acknowledges receipt of said summary. Landlord acknowledges receipt of **Security Deposit Amount (\$)** security deposit. If the premises is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in the first sentence of the first page of this Agreement. The Tenant understands that the Landlord will not apply the security deposit toward the last months rent or toward repair charges owed by the Tenant in accordance with paragraphs #2, #12 and #15.

3. The Landlord, his agent, janitor, watchman, and employees may enter said premises at anytime during emergencies to protect the Landlords property, or at any reasonable hour, by use of key or by force if necessary, to examine same, to show same to prospective tenants, or to make needed repairs to said premises, and if the premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord, his agent, janitor, watchman, or employees may enter the demised premises at reasonable times to install or repair pipes, wires and other appliances deemed by the Landlord essential to the use and occupation of other parts of the building.

4. Tenant further covenants and agrees that upon the expiration of said term, or upon the termination of the lease for any cause, he will at once peacefully surrender and deliver up the whole of the above described premises together with all improvements thereon to the Landlord, his agents and assigns. Provided that in case any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted or vacated, then it shall be lawful for the said Landlord, his agents, attorneys, successors or assigns to take any legal action (e.g. re-entry, repossess, evict, distain, or any action in compliance with public local laws and State of Maryland laws). Upon re-entry this lease shall terminate. In the event of re-entry by the Landlord as herein provided, Tenant shall be liable for damages to said Landlord for all loss sustained.

5. Tenant acknowledges receiving from Landlord a copy of the current "Rules and Regulations", and Tenant agrees to abide by same. If the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of repeated failure by Tenant to abide by said Rules and Regulations (including further amendments thereof) or by reason of Tenant's causing or permitting on the premises noise of high volume and / or duration, then the Landlord shall have the right to begin immediate legal action to terminate this lease.

6. Tenant will be responsible for the following utility bills and have such utilities put in Tenant's name: Electric:**YES**; Gas:**YES**; Oil:**N/A**; Water:**YES**; Sewer:**YES**; Trash Collection:**YES**. Water, sewer and Trash Collection will remain in Landlord's name but will be paid by Tenant upon presentation of the bill for same. If more than one dwelling unit is metered on the same water meter, the bill shall be divided equally among the dwelling units sharing the same meter for water and sewer.

7. Common Areas- all persons using recreational facilities and common areas if any, shall obey regulations deemed necessary by the Landlord or his agent for the health and safety of all tenants. Continued violation by Tenant of regulations shall be cause for suspension of use privileges by Landlord. Suspension from common areas does not relieve Tenant from paying rent.

8. The Tenant covenants that his occupancy of the said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the Landlord of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only. Either party hereto may terminate this lease at the end of said term (date lease expires) by giving the other written notice thereof at least two full calendar months prior thereto.

9. PETS – ARE NOT PERMITTED in the leased premises or adjacent grounds or any part of Landlord's adjoining property. Violation of this provision shall be grounds for eviction. It is agreed that if Tenant or Tenant's guest brings a dog or cat or similar pet into the premises in violation of this paragraph, the Landlord is hereby authorized to replace the carpet throughout the leased premises with new carpet and pad rather than charging the tenant for depreciation of same and upon removal, the old carpet shall become the property of the Tenant if Tenant advises Landlord that Tenant wishes to have same. The Landlord shall also have the right to remove the animal or animals from the demised premises and to charge the Tenant a pet fee (additional rent) of One Hundred Dollars (\$100.00) per day for each day or part of same said animal shall occupy the premises in addition to all reasonable costs incurred due to removal, repair of damages and replacement of carpeting and floor coverings. This includes the feeding of stray animals.

10. The Tenant shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the peaceful possession of the premises by other tenants.

11. Checks – If any check issued by Tenant to Landlord or agent for payments due hereunder is returned without payment for any reason whatsoever except Landlord's fault, Tenant shall pay Landlord as liquidated damages a charge of \$25.00 for each time said check is returned in addition to any charges assessed to Landlord by Landlord's bank. Tenant agrees landlord will not be bound by any limiting notations made on or with Tenants checks or money orders.

12. If rent and/or any charges, payments, expenses, or costs herein reserved, included or agreed to be paid by Tenant shall remain unpaid on any day when the same ought to be paid, Landlord, at his option, may make a service charge for the purpose of defraying the expenses incident to handling delinquent payments in an amount equal to 5% of the monthly rental. In the event that said delinquent payment and service charge or charges are not received in the office of the Landlord within 15 days after the due date, the Landlord shall be entitled to pursue any remedy it may have under this lease. Tenant understands that payments received will be applied as follows: Any arrears from previous month(s) will be credited first. In the current month, payment will first be applied to any court cost late fees or any other miscellaneous charges owed. Having those paid, the remainder of the payment will then be applied to the basic unit rent for the current month. A \$75.00 filing fee will be assessed for each time Landlord files in District Court/Landlord-Tenant Court for non-payment of rent or other breach of the lease by Tenant.

13. The Tenant agrees that any fees, costs, charges or other payments associated with his/her tenancy including damages to the premises, but owing in addition to Tenant's basic rental amount, will constitute and will be considered additional rent due and payable on the first day of the month following the Tenant's being informed of same and non-payment of these items will be considered as non-payment of rent. Tenant(s) will pay the rent in one payment and not by separate payments from different individuals.

14. In the event that any of the material representations contained in the Application shall be found by the Landlord to be misleading, incorrect, or untrue, the Landlord shall have the right to forthwith cancel this lease and to repossess the leased premises. Tenant agrees to notify Landlord of any change in employment and failure to do so will be considered a breach of this lease agreement.

15. The Landlord will furnish and maintain in operation in the leased premises the following appliances: Refrigerator:**YES**; Range:**YES**; Washer:**YES**; Dryer:**YES**; Dishwasher:**NO**. Tenant agrees that if any member of his household, his agents, guests or visitors shall cause damage to appliances of the Landlord, Tenant will pay cost of repairing the damage, or if damaged beyond repair, Tenant agrees to pay the cost and installation fee, if any, for a new appliance. Replacement of appliances or equipment furnished for tenants use necessitated due to, theft, disappearance or loss of any kind shall be at Tenants expense. Tenant agrees to clean the clothes dryer (if furnished) filter after each use.

16. Tenant agrees that at the termination of this lease, or at such earlier time as he shall quit the premises, he will remove all personal property not belonging to Landlord from the premises, and any property not removed shall be considered as abandoned, and Landlord may dispose of same without being accountable to Tenant for doing so. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the premises to prospective Tenants during reasonable hours. If the Tenant moves before this agreement ends, the Landlord may enter the premises to decorate, remodel, alter or otherwise prepare the premises for re-occupancy.

17. Keys and Locks – The Tenant agrees not to install additional or different locks or gates on any doors or windows of the premises without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to immediately provide the Landlord with a key for each lock. The Landlord may charge \$45.00 for each key not returned. Tenants will pay to Landlord all expenses for repairs or replacements associated with forced entry into any part of the premises because of unauthorized locks or Tenants failure to provide Landlord with a key to any lock installed on the premises by anyone other than Landlord.

18. The Tenant acknowledges that a smoke alarm is installed on premises, is in good working order, and agrees to maintain same, including replacing batteries.

19. Lead based paint has been shown to be a health hazard which can have serious effects, especially on pregnant women and children. Many dwellings constructed prior to 1978 may contain lead based paint. Lessor has no knowledge of lead-based paint and/ or lead-based paint hazards in this housing. Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in this housing. However since Maryland Law presumes any housing built before 1978 has lead-based paint, Landlord presumes it does also. Tenant acknowledges receipt of three documents entitled: 1. Lead Paint Inspection Certificate 2. Lead Poisoning Prevention-Notice of Tenants Rights and 3. Protect Your Family From Lead In Your Home (published by the U.S. Environmental Protection Agency). Tenant agrees to read these documents carefully and to use reasonable caution (such as, but not limited to, preventing children in your care from peeling and eating paint chips) to prevent lead poisoning. Tenant acknowledges having been informed by Landlord of the possible existence and hazards of lead based paint in this dwelling and Tenant has inspected the dwelling with Landlord (or his agent) prior to occupancy and has not observed any chipping and peeling paint. Tenant agrees to report immediately to Landlord any chipping and peeling paint if and when discovered in the future. Mold, mildew, algae and other fungus like growth often result from excessive moisture/humidity buildup inside the dwelling unit. Tenant agrees to use windows and doors and other means to adequately ventilate the dwelling unit to dissipate excessive moisture/ humidity created by cooking, showering and other living activities to prevent the growth of such matter nor substances. Tenant agrees not to hold owner, landlord, lessor, his agent, or management company responsible for any problems, damages or expenses associated with lead poisoning or mold, mildew, fungus and related substances or matter.

20. The Tenant covenants that all Rules and Regulations hereafter adopted by the Landlord and made known to Tenant, shall have the same force and effect as covenants of this lease, and the Tenant's covenants that he, his family and guests will obey all such Rules and Regulations. The following Rules and Regulations are incorporated into and hereby made a part of this lease agreement.

A. The premises is to be used as a residence only. No more than **4** persons may reside in this unit. No pets allowed, except **None**

B. A deposit is required. This deposit will be returned upon Tenant's vacating if all the provisions of this Agreement are complied with. See attachment.

C. A \$25.00 service fee will be assessed if the Tenant calls the Landlord to unlock a door when the Tenant has misplaced his key.

D. The Tenant shall not assign or sublet the said premises or any part thereof or, in his or her absence or otherwise, permit others to occupy the premises without first having obtained the written consent of the Landlord. If the Tenant or subtenant violates the provisions of this paragraph the Landlord may immediately take possession of said premises and in the event of litigation may sue and evict any person or persons occupying said premises without making the Tenant a party to said proceedings.

E. By this agreement, Tenant acknowledges that he has received the premises and such appliances or other contents as may be provided, and finds them to be in good and clean condition and repair and upon vacating, will leave the premises including the yard in cleaned condition or will pay the cost of having cleaning done.

F. No defect in the premises, furnishings, appliances or equipment shall constitute grounds for offset, abatement or reduction of rent or entitle Tenant to terminate this agreement.

G. Tenant agrees to take good care of the premises and its contents, to commit no waste on or about the premises, and at the termination of this Agreement to return the premises and its contents clean and free from trash and in the same condition as when received except for such ordinary wear and tear as reasonable and careful use would have caused.

H. Tenant agrees to pay for service calls and repairs required due to lack of heating fuel, frozen pipes and sewer and drain stoppages unless caused by tree roots. Installation and maintenance of light bulbs, telephone, cable TV and security system wiring shall be the responsibility and expense of the Tenant. If this dwelling's heating fuel is oil or bottled or natural gas, tenant agrees to obtain and maintain in force thru out the term of this lease an automatic delivery contract with tenant's fuel supplier and furnish copy of same to landlord within 30 days of the beginning of this lease.

I. Tenant shall promptly pay for any damage to the premises, general premises, furnishings and equipment thereof including yard signs which may be caused by Tenant, Tenant's neglect, his guests or occupants. Tenant will pay for all repair and replacement costs on window glass, screens, porch screens, and screen and storm doors including vandalism and storm damage. In addition, tenant will pay for damages to the premises, furnishings and equipment unless caused by Acts of God or the elements. Picture hangers, nails, screws, wires, cables and antennas which penetrate or damage the wall, ceiling, siding or roof surface are not permitted and any damage resulting therefrom will be paid by Tenant.

J. It is expressly understood and agreed that the Landlord shall not be responsible for loss, injury or damage to the personal property or person of Tenant, his guests or occupants, caused directly or indirectly, by or arising from any cause related to the occupancy of said premises. Tenant shall insure his personal property and liability including but not limited to premises and fire legal liability at his own expense. Absolutely no upholstered furniture or interior type furnishings may be placed outside the

dwelling or on porches or decks or in the yards. Any property stored in the yard or porch by tenant may be removed and disposed of at Tenants expense by landlord at landlord's discretion without any further notice and landlord shall not be liable to tenant for same.

K. Unlicensed or inoperable vehicles are not permitted on the property and may be towed at the Tenant's expense. Mechanical or body work on vehicles including lubrication and changing of oil is likewise not permitted on the premises. Vehicles may not be parked in front yards. Walks, roadways, and entrances shall be used for entrance and exit only.

L. Use of portable electric heaters, unvented kerosene heaters, woodstoves, burning candles, incense, cigarette, cigar and pipe smoking inside the premises is not permitted. Cleanup and removal of smoke residue and odor and repainting necessitated by same will be at the Tenants expense. Periodic changing of air filters in forced air furnaces (where provided) is Tenant's responsibility.

M. Use and maintenance of recycling and garbage containers (when furnished with the premises) is the responsibility of the Tenant. Replacement because of loss or damage will be at the Tenant's expense. These containers may not be set out for collection sooner than 6AM and must be returned behind the dwelling not later than midnight on the day of collection.

N. Absolutely no alcoholic beverages will be allowed outside the property (including porches, roofs, yards, etc.) by anyone, whether Tenant's or visitors.

O. Tenant is responsible for keeping the premises free from insects and other pests including roach and rodent infestation.

P. If Tenant vacates before the term of the lease is complete, Tenant is responsible for remaining rent and all costs of re-renting until dwelling is re-rented.

Q. It is understood that fulfillment of the requirements of such notice of termination on or before the termination date is essential to permit Landlord to re-rent the premises or prepare for re-rental on a definite date; it is therefore agreed between the parties that should Tenant hold over the premises beyond the termination date or fail to vacate on or before the termination date, the Tenant shall be liable for such damages as the loss of a prospective Tenant or otherwise as Landlord may suffer due to such holding over.

R. In the event Landlord is unable to deliver possession of the premises as agreed, because of the failure of the prior Tenant to vacate, or for any other reason, the agreed rental shall abate until the actual date Landlord can deliver possession or the Landlord may return all prior payments to Tenant and cancel this agreement without further obligation to the Tenant in any way.

S. After completion of the initial term specified in the lease, this agreement is automatically renewed from month to month but may be terminated at any time by either party giving to the other, in writing, one full month prior notice of the intention to terminate. No oral notice or notice given by Tenant under which the termination date is not definite or Tenant does not completely vacate the premises within the said one month shall be effective. The Landlord shall have the right to show the premises to prospective Tenants after notice to vacate has been given.

T. Upon termination – (1) Tenant shall completely vacate the premises. (2) Tenant shall also deliver all keys, personal property, and appliances furnished for Tenant's use during the term of the Agreement to Landlord in good, clean and sanitary condition, reasonable wear and tear excepted. (3) Before departure Tenant shall leave his forwarding address and shall allow Landlord to inspect the premises in Tenant's presence to verify the final condition of the premises and its contents.

U. The violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenant hereby agrees to pay all court costs and private process service costs related to the violation of any term or provision of this lease agreement. If Tenants violation of this lease agreement results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the rate of ten percent (10%) per annum on the amount due to Landlord, from the date Landlord mails a written list of damages to Tenant. In the event of employment of an Attorney by Landlord because of the violation of any term or provision of this Lease Agreement by the Tenant, the Tenant agrees to pay such Attorney's fees.

21. In the event any provision or provisions of this lease shall be deemed by a Court of Competent Jurisdiction to conflict with applicable law, such provision or provisions shall, at Landlord's option, either be (1) deemed modified to the extent necessary to comply with such law, or (2) severed from this lease and shall cease to be a part thereof. If such provision or provisions are so severed, the remainder of this lease shall remain in full force and effect.

22. Landlord covenants that Tenant on payment of all of the aforesaid installments and performing all the covenants and observing all the Rules and Regulations, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

23. This lease contains the entire agreement and Landlord has made no promises or representations except those stated in this Agreement and this lease and the agreements contained herein can only be changed in writing and signed by both Landlord and Tenant. The absence of the signature of any lessee named in the first sentence of the first paragraph shall not make this lease incomplete or invalidate this lease with the remaining lessee's whose signatures are affixed hereto.

24. All payments of rents shall be made at the office of Richard C. Insley, Jr., 227 E. Main Street, P.O. Box 1026, Salisbury, MD 21803-1026, the Landlord, or at such other place as the Landlord may designate in writing.

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**SECURITY DEPOSIT**

List of existing damages. If the landlord imposes a security deposit, on written request, he promptly shall provide the tenant with a written list of all existing damages. The request must be made within 15 days of the tenant's occupancy.

Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the interest rate prescribed by Maryland law, less any damages rightfully withheld. Interest shall accrue at six month intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded.

The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage to the leased premises by the tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. The tenant has the right to be present when the landlord or his agent inspects 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. The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within 5 days before or 5 days after the date of moving as designated in the tenant's notice. The tenant shall be advised of his rights under this subsection in writing at the time of his payment of the security deposit. Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages.

The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach.

In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

This deposit, if given prior to execution of the lease, is given to entice Landlord to hold the property for the benefit of the Tenant and if Tenant fails to follow through with the execution of this lease agreement, Landlord may retain all or part of the deposit in the amount Landlord is damaged by Tenant's failure to lease property.

Affixed signatures below acknowledges copy received.

**Richard C. Insley, Jr.**, the landlord, does hereby acknowledge having received from; **Name of Tenants** As Tenant(s), the sum of **Security Deposit Amount (\$)** as security deposit for the rental of **SINGLE FAMILY DWELLING** located at **Property Address Salisbury, Maryland 21801**. Tenant(s) hereby acknowledge that a copy of the foregoing summary and this receipt has been furnished to Tenant(s) and that Tenant(s) has (have) read the terms and provisions of the foregoing summary and been advised by Landlord of (his) (her) (their) rights and duties thereunder.

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