



re-decoration, and other costs, including the cost of full or partial eviction, which are incurred by Landlord to re-rent the Premises due to early termination of this Lease and (6) any late charges or penalties resulting from Tenant's violation of any term or condition of this Lease. The portion of said Security and Pet Deposit, if any, not so retained and applied will be refunded to Tenant as may be provided by law. Landlord shall pay interest on said deposits as required by **Maryland law**. Any forfeiture of deposit and/or acceptance thereof by Landlord shall not operate as a waiver of any other of Landlord's rights or remedies.

- 5) **HOLDOVER.** If Tenant desires to terminate the tenancy at the expiration of this Lease. Tenant must give Landlord at least thirty (30) days written notice prior to the expiration date indicated in the lease. If Tenant remains in the Premises with permission of Landlord after the expiration of this Lease without having executed a new written Lease, such holding over shall not constitute a renewal or extension of this Lease, but Tenant shall be deemed a Tenant by the month, said tenancy commencing on the next day after the expiration of this Lease. In so continuing, Tenant agrees to pay the same monthly rental, plus any increases in monthly rent validly imposed by Landlord, and to keep and fulfill all the other conditions and agreements herein. If Tenant remains in the Premises after the expiration of this Lease, then Tenant agrees to give Landlord written notice thirty (30) days before vacating the Premises. If Tenant desires either to terminate the tenancy at the expiration of this Lease or to terminate the subsequent monthly tenancy, and, after having given notice of such intention to quit, shall refuse, without reasonable excuse to surrender possession according to such notice, Tenant shall be liable to Landlord for rent at double the rent payable according to the terms of this Lease for all the time that Tenant shall so wrongfully holdover, to be recovered in the same way as the rent accruing before termination of the tenancy.
- 6) **OCCUPANCY AND ASSIGNMENT BY TENANT.** The Premises shall be used for residential purposes only and shall be occupied only by the Tenant (s) named in this Lease. Tenant shall not allow anyone except stated above to occupy the Premises nor shall Tenant transfer, sublet or assign this lease or surrender possession of the Premises in whole or in part, nor shall Tenant allow the same to be done by operation of law or otherwise, without the prior written consent of Landlord. No such consent shall release Tenant from any liability hereunder.
- 7) **APPLICATION.** Landlord has tendered this Lease to Tenant on the basis of Tenant's representations set forth on the signed Application attached hereto, incorporated herein by reference and merged with this Lease. Each and every one of the representations in this Application are deemed to be material and to have been made for the purpose of inducing Landlord to execute this Lease. In the event that any of the representations made in the aforesaid Application shall be found by Landlord to be untrue, incorrect or misleading, Tenant shall be deemed to have breached a covenant of the Lease and to have violated an obligation of tenancy and Landlord shall have the right to cancel the Lease and to repossess the Premises as permitted by law.
- 8) **PARKING/STORAGE.** The tenancy created by this Lease does include one vehicle parking permit and one guest vehicle parking permit. The tenancy created by this Lease not include personal property storage space.

- 9) CONDEMNATION.** In the event the Premises, or any part thereof, are taken by condemnation by the United States, or any other governmental agency or authority, this Lease shall be terminated at the option of Landlord, and Tenant hereby specifically waives any right to any portion of the award received as damages for the taking of the Premises.
- 10) UNINHABITABILITY.** If said Premises become uninhabitable by reason of fire or other casualty not caused by the negligence of Tenant, Tenant's agents, family or guests, the rental herein shall be suspended until said Premises shall have been restored to a habitable condition. Nothing herein shall be construed, however, as requiring the Landlord to rebuild or restore said Premises and Landlord shall have the right to terminate this Lease at any time following the fire or other casualty without any liability to Tenant.
- 11) BANKRUPTCY/INSOLVENCY OF TENANT/DEATH.** In the event Tenant dies, is adjudicated a bankrupt, or makes an assignment for the benefit of creditors, this Lease shall, at the option of Landlord, cease, and said Premises shall be surrendered to Landlord, who hereby reserves the right, in any so said events, to repossess said Premises as permitted by law.
- 12) NO WAIVER.** No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord.
- 13) PRESENT CONDITION.** Tenant has examined the Premises and accepts them in their present condition, except as otherwise expressly provided herein, without any representations on the part of the Landlord or its agents as to the term of the lease, surrender and deliver up the Premises in the same good order and condition as said Premises now are, ordinary wear and tear excepted.
- 14) USE.** Tenant covenants and agrees that he shall not use nor permit Premises to be used for any illegal purposes, nor shall it use, permit or suffer the same to be used by any other persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant shall not make or permit to be made any disturbing noises or do or permit any act which creates a public or private nuisance or which will unreasonably interfere with the rights, quiet enjoyment, comforts or convenience of other Tenants or Landlord. Tenant shall keep the volume of any radio, television or stereo in the premises sufficiently reduced at all times so as not to disturb other Tenants in the building.
- 15) COMPLIANCE WITH THE LAW.** Tenant further covenants and agrees as follows: to keep the Premises as clean and sanitary as required by law: to dispose from the Premises all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner: to keep all plumbing fixtures as clean and sanitary as their condition permits: to Properly use all electrical, gas, Plumbing and heating fixtures and appliances: and to not permit any person on the Premises to willfully or maliciously destroy, deface, damage or remove any part of the structure or dwelling unit or facilities, equipment, or

appurtenances thereto, nor himself do any such thing. Any citation directed to Tenant from any governmental agency for violations of the Health, Fire or Housing Regulations shall be deemed prima facie evidence of Tenant's violation of these provisions. The toilets, garbage disposal, and other water, sewer and sanitary apparatus and fixtures shall not be used for purposes other than those for which they are designed. No Sweeping, matches, rags, ashes, diapers (including disposable diapers), or other improper articles shall be thrown herein. The cost of repairing any damages resulting from the misuse of the same shall be borne by Tenant.

- 16) ALTERATIONS AND DECORATING.** Tenant shall not make any changes; or alterations to the Premises or decorate or paint the Premises, structure, equipment or fixture thereof without landlords prior written consent. All such changes shall become property of Landlord unless specifically agreed to in writing to the contrary.
- 17) LOCKS AND KEYS.** No additional locks shall be placed upon any doors or windows of the Premises. Upon termination of this Lease, Tenant shall immediately surrender to the Landlord all keys to the premises. In the event Tenant changes the lock to the Premises without prior written permission from Landlord, any damages that may result to the Premises as a result of Landlord not being able to gain access to the Premises shall be borne by Tenant. Tenant shall be liable for the replacement cost should any lock be removed or changed. In the event Landlord does not have keys to the Premises, Tenant agrees to supply Landlord with a copy of all keys to all locks within five (5) days of receiving written request for keys. Failure to provide keys as aforesaid shall also be deemed a breach of the Access Provisions herein.
- 18) HAZARDOUS MATERIALS.** Tenant shall not allow any gasoline or other combustible materials to be kept or stored in said Premises, nor permit or do anything which will increase the rate of fire and/or public liability insurance upon the building or Premises or increase the hazard of fire.
- 19) EQUIPMENT.** Tenant Shall not install any aerial for television or dish for television , cable or radio on the roof or exterior of the building nor install in said Premises any washing or drying machine, home laundry device, dishwasher or similar equipment without written consent of the Landlord. Tenant shall maintain and use electric extension cords, electric appliances and any other permitted electric equipment in conformance with applicable Fire and/or Electric Codes and Regulations.
- 20) LOAD.** Tenant shall not keep anything in the premises that, in the sole judgment of Landlord, exceeds the permissible load or jeopardizes the safety of the floors or structure. Tenant agrees to remove immediately any such item upon demand in writing from Landlord. Tenant must have the express written permission of the Landlord to install a waterbed. Any damage to apartment created by the defect in the waterbed shall be the responsibility of the Tenant.
- 21) ACCESS.** Tenant shall allow Landlord or its agents to have access to said Premises at any time for the purpose of inspection with a (24) twenty-four hour notice, or in the event

of fire or other emergency, or for the purpose for making any repairs Landlord considers necessary, or desirable, or for the purpose of providing extermination services. If, at any time during the term of this Lease, any repairs, decorations, alterations, improvements, or extermination services become necessary to the Premises, or to any other part of the building, which shall necessitate entering the Premises for the purpose of making or providing such repairs, decorations, alterations, improvements, or extermination services, permission for such purpose is hereby given by Tenant and Landlord shall not be liable for any damage by reason of such entry or making of such repairs, and all claims for such damages are hereby released to Landlord or its assigns who may plead this release in bar thereof in any and every suit, demand and claim for the same. It is further agreed that Landlord may exhibit the Premises to Prospective Tenants at any reasonable time after reasonable notice within thirty (30) days prior to the termination of the Lease. In the absence of Tenant, Landlord may enter said Premises by use of a pass key or otherwise.

- 22) NOTICE OF DEFECTS.** Tenant shall give Landlord prompt written notice of any defects or breakage in the structure, equipment or fixtures of said Premises.
- 23) INTERRUPTION OF UTILITIES.** In the event of any interruption or curtailment of heating, air conditioning (if applicable), or other services to be furnished by Landlord, Tenant shall not withhold any rent, nor shall rent or any part thereof be abated, nor shall Landlord have any liability to Tenant as a result of such interruption or curtailment.
- 24) HOLD HARMLESS.** Except as otherwise provided by law, Landlord shall not be liable or responsible for any loss, destruction, theft, injury or damage from any cause whatsoever to Tenant, any member of Tenant's family, any guest or visitor of Tenant or to any other person, or to any personal property of Tenant or any of the aforementioned persons, at any time within said Premises, or the halls, stairways, or any other portion of the apartment building or walks or grounds adjacent thereto.
- 25) LIEN.** In an event of Tenant's default in the payment of rent for the premises or any portion thereof, Landlord shall have a lien, in the amount of the unpaid rent, upon all of the goods, wares, chattels, fixtures, furniture and other property of tenant which may at any time during the term of this lease be found in or upon the premises. Such lien shall be enforced under and in accordance with the laws of the State of Maryland.
- 26) RIGHTS OF THE LANDLORD.** The remedies of Landlord provided herein below are cumulative and does not restrict Landlord's election of remedies at law.
- 27) WAIVER OF NOTICE TO QUIT FOR FAILURE TO PAY RENT.** If Tenant shall fail to pay any of said monthly installment of rent or additional amounts due hereunder when and as the same shall respectively become due and payable, although no demand may have been made for the same, then, at Landlord's election and option this Lease shall cease and shall operate as a Notice to Quit thereby entitling Landlord to take possession of said Premises forthwith, by any legal processes in force in the State of Maryland governing proceedings between Landlord and Tenants, and without any

previous demand or possession or notice. **Tenant hereby expressly waives a right to a thirty (30) day Notice to Quit or other Notice to remove from the said Premises.**

**28) ABANDONMENT.** If the Premises are abandoned, deserted or vacated by the Tenant prior to the expiration of the Lease term, and this Lease is not canceled in accordance with the provisions of Paragraph 5 of this lease: Landlord, at its option, may enter the Premises and take possession thereof without a demand for possession.

**29) NOTICE TO CURE OR QUIT.** Upon Tenant's violation of any obligation of his or her tenancy other than the nonpayment of rent, and if Tenant fails to correct such violation within thirty (30) days after receiving Notice thereof, which Notice at the Landlord's option may constitute a Notice to vacate served upon the Tenant and the Rent Administrator of the State of Maryland, then this Lease shall cease and terminate, and Landlord may proceed to recover possession of said Premises under and by virtue of the provisions of the Code of Law for the State of Maryland, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between Landlords and Tenants, and when such possession is obtained Landlord may re-rent said Premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him or her of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs.

**30) TENANT'S LIABILITY.** In the case of any default, re-entry or dispossession by summary proceedings, Tenant agrees to nevertheless pay to the Landlord as damages, an amount equal to any rents or other amounts becoming due prior to re-entry or dispossession and to pay to Landlord any amounts which would have become due under the Lease, through the period which would otherwise have constituted the balance of the term of this Lease, had same not have been terminated. In the event of re-entry by the Landlord, the Landlord shall have the right, but not the obligation, to attempt to re-let the premises in mitigation of damages and upon such re-letting, the Tenant agrees to pay the deficiency, if any, in rent which might be suffered by Landlord.

**31) TENANT HOLDOVER AFTER NOTICE TO QUIT.** In the event the Landlord serves upon Tenant a thirty (30) day Notice to Quit for breach of this Lease and Tenant Continues in Possession of the Premises after the termination date provided in the Notice to Quit, then in that event, receipt of rent or other monies by the Landlord for a period following the expiration date contained in the Notice shall not void, the Notice or constitute a waiver of the breach or default.

**32) COURT COSTS.** Tenant hereby agrees to pay to Landlord all court costs and legal fees as may be awarded by a court of competent jurisdiction, which are incurred by the Landlord in the prosecution of any breaches of this Lease by Tenant.

**33) SUBORDINATION.** This lease is subject to all present or future occupants. Said premises shall be occupied by no more than **two** Persons. Any additional occupants must be approved with the written permission of the Landlord, at Landlord's sole discretion; otherwise Tenant is in violation of said Lease. This lease will not apply to after-born

children of the Tenant, Provided that the number of persons occupying the apartment does not exceed two persons.

- 34) RULES AND REGULATIONS.** Tenant, and any family member, guest, or invitee of Tenant, shall comply with the Highland Condominium at Landover Station Declaration, Bylaws, Rules and Regulations attached hereto, incorporated herein by reference and merged with this Lease, governing the building, its corridors, balconies, lobbies, drives, grounds, and other appurtenances. Tenant, and any family member, guest, or invitee of Tenant, shall also comply with any changes in the Highland Condominium at Landover Station Declaration, Bylaws, Rules and Regulations which the Highland Condominium at Landover Station Unit Owner's Association, in its discretion, hereafter shall and may adopt for said Premises. Tenant covenants and agrees that all the Highland Condominium at Landover Station Declaration, Bylaws, Rules and Regulations attached hereto, and those which may hereafter be adopted by Highland Condominium at Landover Station Unit Owner's Association and made known to Tenant, shall have the same force and effect as covenants of the Lease.
- 35) INSURANCE.** Tenant acknowledges that he has been advised to obtain renter's insurance to cover loss or damage to the personal property of Tenant, its family or guest; such loss or damage is not covered by Landlord's insurance.
- 36) PROHIBITIONS AGAINST SIGNS, ADVERTISEMENTS AND THE LIKE.** No sign, advertisement, banner, placard, flag, symbol of any kind, or anything else of a like nature shall be displayed, hung, placed or affixed in any manner whatsoever to or on any portion of the Premises open to public view, including, but not limited to, windows, window sills, exterior doors, awnings, fixtures, or any other portion of the building.
- 37) SALE OR ASSIGNMENT BY LANDLORD.** Landlord may assign this Lease and subject to applicable law may sell the premises to a third party upon said party's consent to be bound by all provisions of this lease.
- 38) SEVERABILITY.** Landlord and Tenant expressly agree that if any term, covenant, condition or provision of this Lease, or the construction thereof shall to any extent be deemed by a court of competent jurisdiction invalid or unenforceable, it shall be deemed deleted. In such event, the other terms, covenants, conditions or provisions of the Lease shall not be affected thereby and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 39) SUCCESSORS AND ASSIGNS.** This lease shall **inure** to the benefit of the Landlord, it's respective heirs, executors, administrators, successors and assigns.
- 40) ENTIRE CONTRACT.** This lease shall be deemed the entire contract and no oral agreements shall be deemed valid unless reduced to writing and stated herein. Any representation, inducement, warranty, understanding or agreement that is not contained in this Lease shall be of no force or effect. This Lease may be modified or changed in any

manner only by an instrument duly signed by both parties. This Lease shall be interpreted according to law of the State of Maryland.

**41) TIME IS OF THE ESSENCE.** Time is of the essence of each provision of this Lease.

**WITNESS WHEREOF**, Landlord and Tenant have executed this Lease the day and year first above written.

**LANDLORD: KENT TOWN PLACE, LLC**

By: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_