

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, 20_____, by and between

_____, Landlord and _____

hereinafter collectively referred to as Tenant. Landlord and Tenant jointly and severally agree as follows:

2. DESCRIPTION AND TERM: Landlord does hereby rent to Tenant, and Tenant does hereby lease from Landlord, in "as is" condition, the property having an address of: _____, Frostburg, Md., 21532 beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____ for the sum of _____ dollars (\$ _____), payable _____.

Any payment which is more than five (5) days late will incur a late charge of five percent (5%) per month, which shall be paid in addition to the rent due.

3. THE FOLLOWING ADDENDA are attached as part of this lease: Rental Application _____
Pet Deposit _____ Guarantor on the Lease _____

It is expressly understood and agreed that this Lease Agreement shall be between Landlord and each signatory individually and severally. It is further agreed that in the event one or more of the Tenants shall renege on the Lease Agreement by reason of health, dismissal or other departure from the University or any other reason, they will remain financially responsible under the terms of this Lease Agreement. If a replacement suitable to Landlord can be found by Tenant or Landlord, Landlord may accept the new Tenant and release the original Tenant from further financial responsibility. No assignment or sublease of the premises will be binding on Landlord without the written consent of Landlord. Should Tenant remain in possession of the leased property with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month to month shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof except that the rent can be increased in an amount to be determined by the Landlord.

4. SECURITY DEPOSIT: Upon execution of this Agreement, Tenant hereby deposits the sum of (\$ _____), _____ dollars, written receipt of which is hereby acknowledged by tenant.

Landlord shall hold this deposit as security for the full and complete performance by Tenant of Tenant's obligations under this Lease. It shall be applied at the expiration of the Agreement's term, or any extensions or renewals, to compensate for any damage due to breach of lease or damage to the premises, common areas, appliances or furnishings by Tenant, Tenant's servants, licensees or visitors in excess of ordinary wear and tear. If Tenant fully and completely performs all obligations under this Lease, security deposit will be refunded to the Tenant within forty-five (45) days after the termination of this Lease, together with simple interest, which will have accrued as mandated by the State. Tenant has the right to have the dwelling inspected by the Landlord in Tenant's presence to make a written list of damages that exist at the commencement of the tenancy if Tenant so requests by certified mail within fifteen (15) days of Tenant's occupancy. The Tenant also has the right to be present when the Landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the Tenant requests such from the Landlord by certified mail at least fifteen (15) days prior to the moving date. The Landlord will conduct the inspection within five (5) days after the date of moving. The Landlord will return any unused portion of the deposit with a written list of the charges against the security deposit to the Tenants last known address within forty-five (45) days after termination of the Lease. Failure of the

Landlord to comply with security deposit law may result in Landlord being liable to the Tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney's fees. In no event may Tenant apply security deposit or any part thereof toward any rent.

5. WATER DEPOSIT: The policy of the City of Frostburg is to bill the property owner for water, sewerage, Piney Dam surcharge, Chesapeake Bay Restoration surcharge, and trash collection, and not to bill the Tenant directly. Therefore, the Tenant will pay a deposit to be used to pay those bills when due. The total deposit for the property is \$ _____. Payment will be made as follows: \$ _____ due _____; \$ _____ due _____; \$ _____ due _____; and \$ _____ due _____.

If, for any reason, the charges exceed the amount of this deposit, Tenant is obligated to pay those excesses. All charges on the water bill are the responsibility of the Tenant and any shortfalls in the deposit will be treated as additional rent and payable upon demand, Tenant being subject to the same penalties as for non-payment of any other rent.

6. EQUIPMENT: The following items checked/listed are furnished on premises by Landlord: Refrigerator _____, Stove _____, Clothes Washer _____, Clothes Dryer _____, Other: _____.
Tenant agrees to properly maintain this equipment and all plumbing and electrical fixtures now or hereafter provided, and to be responsible for cost of any damage to said items caused willfully or by neglect. Tenant may not turn off, disconnect, or move appliances. Tenant agrees that appliances are for Tenant's use only.

7. UTILITIES: Tenant is responsible for having all services put in Tenant's name for billing at commencement of Lease Agreement and will pay, when due, all charges, deposits, statements and bills for gas, electricity, TV, phone and internet used in the premises. The Tenant is also responsible for payment of charges for any costs related to any changes/additions to utility services that have been previously approved in writing by Landlord. If the Tenant fails to pay any utility bill by the due date, the gross amount, including late charges, shall be treated as additional rent and shall be payable upon demand. **Tenant agrees to pay utilities for the entire period of the lease and to keep heat set to a minimum of fifty-five (55) degrees Fahrenheit and the windows and doors closed and locked when not in residence.**

8. NOTICES: All notices required to be given by Landlord to Tenant shall be sufficiently given if posted at the premises. If there are two or more undersigned as Tenant, any notice given by Landlord to one shall constitute notice to all. Notice given by Tenant to Landlord shall be given to:

Sue Jones; 8000 Washington Avenue, Alexandria, Virginia 22308; cell phone 301-814-7329

9. COMPLIANCE WITH LAWS: Tenant agrees to comply with all health, housing, fire and police regulations and will comply with all laws, ordinances, rules, requirements and directives of the City of Frostburg and the Office of the Maryland State Fire Marshal. Tenant will keep fire safety equipment, including fire extinguishers and smoke detectors in the installed location and will not modify them in any way that would prevent proper operation. This dwelling contains dual powered smoke detectors (AC with battery backup) equipped with carbon monoxide detection for Tenant's safety. **Tenant agrees to keep detectors operational at all times by replacing batteries if needed and by NOT disabling detectors in any way.** The City can fine Tenant \$250 per occurrence for a disabled smoke detector. Tenant will not store or permit storage of gasoline, kerosene, or other flammable substances in the premises, hallways, basements or storage areas. The use of kerosene heaters is prohibited. No outside or inside fires are permitted except for charcoal for grilling and such grilling will take place well away from any structure and monitored in a SAFE manner and only with an operable hose present.

Tenant is responsible for payment of penalties resulting from citations issued by the City or the State Fire Marshall due to any act or neglect of Tenant, his servants, licensees, or visitors. If the above happens more than once or City Police are called more than once and citations result, this will be viewed as a material breach of this Lease and can result in immediate termination of the Lease and Tenant may be required to vacate the premises immediately. It is mutually agreed between the parties that Landlord is not liable for any damage whatsoever caused by any changes in the laws or regulations promulgated by the City of Frostburg with regard to rental property.

10. SMOKING: Tenant agrees to be responsible for ensuring that no one smokes inside any dwelling and that any smoking debris outside will be disposed of in a **SAFE** and sightly manner on an ongoing basis.

11. OCCUPANCY AND USE: Premises will be used only for residential purposes for Tenant and for no others except with written consent of Landlord. The maximum number of tenants residing in the premises at any one time is _____. Tenant agrees not to use or permit the use of premises for unlawful or immoral purposes. Tenant agrees to keep premises clean and in good order. Tenant agrees not to hamper, disturb, or interfere with other tenants in the building or to create any nuisances affecting the rights of others. Upon termination of this Lease, or any renewal thereof, Tenant agrees to surrender possession in as good repair and clean condition as when received, ordinary wear and tear excepted. In the event Tenant pays the rent as provided herein and performs all the covenants and conditions and abides by all rules and regulations set forth herein, Tenant shall have peaceful and quiet enjoyment of the premises for the term of this Lease.

12. LANDLORD'S RIGHT OF ENTRY: Landlord or Landlord's Agents have the right to enter the leased premises at reasonable hours, with reasonable notice, by use of a key or by force if necessary, to examine the same, to enforce any provision of this Lease Agreement, or to make such repairs as may be deemed necessary by Landlord. In the event Tenant shall not contract to lease the premises for the next academic period, Tenant will allow the premises to be shown to applicants desiring to rent.

13. LOCKS: Tenant shall not alter or add any lock or lock cylinder in any door without the written consent of Landlord. If such consent is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's Agent pursuant to Landlord's right of entry. Landlord/Agent will retain a passkey to the premises. Tenant agrees that all locks throughout premises have been examined and Tenant is satisfied that the same are suitable and in good working order so as to afford a reasonable degree of safety and security.

14. GUESTS: Tenant is permitted a small number of guests. Tenant agrees that no unauthorized occupant will be permitted to reside in the premises, which is defined as any person living in said premises for more that five (5) days without express written consent of Landlord.

15. NOISE AND BEHAVIOR: Tenant will not permit disturbing noises or conduct, and will not knowingly permit persons to enter or remain who behave improperly, illegally, or immorally. Tenant will not obstruct or interfere with the rights of other Tenants in any way or injure or annoy them at any time. Tenant will allow no singing or music of any kind, including TV, radio, stereo or other noise making devices at any time if it disturbs or annoys other occupants of the building or of neighboring properties. Tenant will not and will not permit climbing, sitting or otherwise being on or putting anything on the roofs of premises. If Landlord shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, Landlord has the right to terminate this Lease by giving Tenant thirty (30) days written notice. Parties are prohibited that threaten the condition of the property or become a nuisance to the neighbors. There will be no controlled dangerous substances on the property; nor will alcohol be served to minors.

16. TENANTS OBLIGATIONS TO THE PROPERTY: Tenant agrees to keep property in a clean, safe and sanitary condition and not to alter, damage or remove any part of the premises, which includes but is not limited to walls, ceilings, floors, paint, paper, plumbing, heating, electrical, glass, doors, windows/screens, hardware and fixtures. Tenant agrees not to use tape or sticky-backed anything on the walls or anywhere else and instead to use SMALL nails in walls and not to install anything by any means on woodwork, windows or tile. Tenant agrees not to install major appliances in the premises without the prior written consent of Landlord. Tenant shall give Landlord prompt notice of any defect in or accident involving the water system, steam pipes, electrical system, heating apparatus, smoke detection system or any other part of the premises in order that the same may be repaired with due diligence. Tenant agrees there will be no painting of any kind inside or against the outside of the dwelling.

Tenant agrees to keep the entire dwelling unit and yards, porches, steps, entries, stairways and landings, parking areas, walks and sidewalks unobstructed and clean and to keep all walks, sidewalks, porches and exterior steps clear of snow and ice. The City requires that walks be shoveled after every snow and the City can fine Tenant for negligence. Tenant must continually occupy premises and keep premises heated to a minimum temperature of fifty-five (55) degrees Fahrenheit during cold weather by using the heating equipment on the premises and never the appliances. Tenant agrees to pay for repairing any damage to building or equipment, including burst water pipes or other water facilities, caused by freezing resulting from the negligent or willful act of Tenant. Tenant agrees to pay for the cleanup and replacement of all broken or cracked window glass or other glass, regardless of the nature or cause of breakage. No portable swimming pools, playground equipment, air conditioners, electric heaters, waterbeds, washing machines/dryers, or outside TV or radio aerials, or any other apparatus designed to receive electronic signals will be installed without the written consent of Landlord. Tenant will not overload the electrical system and will not attach anything to the roof or exterior walls.

17. DAMAGE TO PREMISES: Tenant is responsible for the cost of repairs to the premises and fixtures whenever they have been damaged by misuse, negligence or neglect of Tenant, his servants, licensees, or visitors. Such cost is construed as additional rent and is payable on demand. It is mutually agreed between the parties that Landlord is not liable for any damage of any kind, by whomsoever caused, to the person or property of Tenant or to anyone on or about the premises by consent of Tenant, and Tenant agrees to hold Landlord harmless against all such damage claims.

18. TRASH: No trash receptacles are to be stored in common hallways prior to pickup. Garbage will be placed in waterproof bags and put out for collection on the appropriate day according to the City collection schedule. It should be put out after 6pm on the evening before collection. Tenant is responsible for keeping property free of litter, trash, broken glass, and all debris and for cleaning up and disposing of any trash in the yard, on sidewalks, or on adjacent street, regardless of why or how the trash got there. The City issues citations to Tenants for violation of trash ordinances. Tenant agrees to abide by City trash and snow ordinances. These are posted by Landlord on the refrigerator at the commencement of tenancy. The City is intolerant of any trash deviations. If Tenant is moving or leaving town on a non-trash day, the City will issue violations if trash is out on the wrong day.

19. PLUMBING AND MECHANICAL: Tenant agrees to pay costs incurred for plumbing and mechanical services needed due to misuse or neglect of Tenant, his servants, licensees, or visitors. This includes clogged pipes and drains as a result of improper disposal of cooking grease, hair, and sanitary products and clogged vents and failure of clothes dryers as a result of not cleaning lint filters.

20. PETS NOT ALLOWED: Tenant agrees not to keep or harbor pets or animals of any kind in or on the premises without Landlord's written approval. Tenant agrees not to permit the pets or animals of others on the premises. Damage to the premises, furniture or carpeting, including stains, odors, and pest infestations caused by an animal are not considered ordinary wear and tear. Landlord or Agents have the right to remove any animal from the premises and Tenant is liable for payment of a penalty of ONE HUNDRED DOLLARS (\$100) PER DAY until the animal(s) is removed, in addition to all reasonable costs incurred due to removal, repair of damages and replacement or cleaning of furniture and carpeting.

21. TENANT'S PROPERTY: Tenant is responsible for insuring Tenant's own property and possessions. If, upon termination of this Lease or abandonment of the premises by Tenant, Tenant leaves any property in or on the premises, Landlord has the right, without notice to Tenant, to dispose of the property at Tenant's expense, without being liable in any respect to Tenant. Any such abandoned property becomes the property of Landlord.

22. RENT PAYMENTS MADE BY TENANTS: All payments made by Tenant to Landlord shall be applied as follows: first to any late charges due and owing; second, to any and all court costs due, attorney's fees, and any additional amount charged arising out of a summary suit for rent; third, to any and all costs, deposits and charges which are an obligation of the Tenant as stated in any other sections of this Lease Agreement; fourth, to pay any past due rents or debts arising out of this Agreement; and fifth, to any current due rent. Whenever this Lease provides for additional rent or a charge against Tenant for any reason, or requires Tenant to be responsible for payment of a bill, and in the event Tenant fails to pay such additional rent, charges, or payment, then that amount, at the discretion of the Landlord, and without further notice to Tenant, is added to and classed as part of the rent due and is payable upon demand. Landlord has the same remedies for the collection of such additional rent, charges, or payments as for rent. It is agreed that the acceptance by Landlord of less than the full amount of rent due will not prevent Landlord from filing a summary ejection action for any balance still due and owing. Any remaining balance will be subject to a late fee. Checks are accepted to accommodate Tenant. Tenant agrees to pay a charge of thirty (\$30) dollars to Landlord to offset costs incurred by Landlord for a check dishonored by the bank. This will constitute additional rent.

23. INSURANCE IMPAIRMENT: Tenant will not do, or allow to be done, or keep on the premises, anything which affects the fire insurance upon the premises or its contents, or which conflicts with any State or City ordinance or regulation. Tenant indemnifies and holds harmless Landlord for all expenses (including attorney fees), liabilities, damages, losses, settlement payments or fines incurred by Landlord arising out of or in connection with a breach of, violation of, or nonperformance under this Lease by Tenant or Tenant's servants, licensees, invitees or visitors, or arising out of or in connection with Tenant's use or occupancy of the premises.

24. RELEASE OF LIABILITY: Tenant assumes all risk of any damage to person or property that may occur by reason of water or the bursting or leaking of any pipes or waste about the premises or from any act of negligence of any other Tenant or occupant of the building or of any other person or fire or hurricane or other act of God or from any cause whatsoever, provided that Landlord will make necessary repairs to prevent further damage with reasonable diligence after notice is given to Landlord. Tenant agrees to give Landlord prompt written notice of any accident or defect in the premises.

25 .LEAD PAINT: Tenant is hereby advised by Landlord that housing built before 1978 may contain lead-based paint. Tenant understands that eating or chewing paint, plaster or household dust that contains lead can result in lead poisoning which can cause serious harm to unborn babies and children, especially those under six years of age. Areas of particular concern are chipping, flaking, loose or peeling paint, plaster or wallpaper on doors, windows, woodwork and wood trim. Tenant agrees to immediately notify Landlord of any such occurrences on the inside or outside of the premises.

____ _ Landlord hereby discloses that Landlord has no knowledge of lead-based paint or lead-based paint hazards in this dwelling.

____ _ Landlord hereby discloses that Landlord has no reports and/or records pertaining to any lead-based paint hazards in this dwelling.

____ _ Tenant has received pamphlet Protect Your Family from Lead in Your Home and State of Maryland pamphlet Notice of Tenants Rights.

____ _ Tenant has received a copy of the Maryland Department of Environment Lead Paint Risk Reduction Inspection Certificate # _____.

____ _ Tenant has reviewed the information contained in this paragraph and Landlord certifies, to the best of their knowledge, that this information is true and accurate.

26. UNINHABITABILITY: If the premises become uninhabitable due to fire, mechanical breakdown or other reason not due to Tenant's negligence or willful act or that of Tenant's servants, licensees, or visitors, Landlord will promptly rebuild or repair premises and rent will abate for the period of time the premises were not habitable. Should Landlord decide not to rebuild, the lease will end and the rent will be prorated up to the time of damage.

27. NOTICE OF MOVING: Tenant must give thirty (30) days notice prior to moving, clean the property, including the refrigerator and range and other equipment, if supplied by Landlord, remove all trash, furniture, and other belongings, secure the premises and leave the same in good condition, ordinary wear and tear excepted, and return keys to Landlord within twenty-four (24) hours of vacating.

28. RENTAL APPLICATION: Tenant agrees that all information supplied in the rental application, which is made a part of the Lease Agreement, is true and correct, and if any information is not complete and true in every respect, Landlord will be entitled to possession of the property pursuant to law, and Tenant will be liable for all costs and expenses, including reasonable attorney fees incurred in connection therewith.

29. ATTORNEYS FEES: In the event of the employment of an attorney by the Landlord because of the violation of any term or provision of this Lease Agreement, the Tenant agrees to pay Landlord's attorney fees.

30. WAIVING OF ONE BREACH NOT A GENERAL WAIVER: No waiver of any breach of the covenants, provisions, or conditions contained in this Lease Agreement will be construed as a waiver of the covenant itself; and if any breach shall occur and afterward be compromised, settled or adjusted, the Lease will continue in full force and effect.

31. ILLEGALITY-SEVERABILITY: In the event any provision of this Lease is deemed by a court of competent jurisdiction to conflict with applicable law, that provision will, at Landlord's option, either be modified to the extent necessary to comply with such law, or severed from the Agreement and cease to be a part thereof. If such provision(s) is severed, the remainder of the Lease remains in full force and effect.

32. ENTIRE AGREEMENT: Landlord makes no promises or representations, except those stated in this Lease Agreement, and it is agreed that this Lease Agreement and the agreements stated herein can be changed only in writing and signed by both Landlord and Tenant.

TENANT HAS READ THIS LEASE AGREEMENT, UNDERSTANDS THE SAME, HAS RECEIVED A COPY OF THIS LEASE AGREEMENT, AND BOTH LANDLORD AND TENANT BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

LANDLORD:

_____ DATE _____

TENANT:

_____ DATE _____

_____ DATE _____

_____ DATE _____

_____ DATE _____