



Careswell Morris Property Services, LLC (CMPS)
STANDARD SINGLE FAMILY DWELLING LEASE
(For Use in Maryland Only)

(Seek legal advice if you don't understand the terms and conditions contained herein)

This LEASE is made this day of between Careswell Morris Property Services, LLC, as Agent for the Landlord/Owner (hereinafter referred to as "Landlord" or "Landlord/Agent"), and , Tenant (hereinafter collectively referred to as "Tenant").

1a. Term and Rental Amount: Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord (hereinafter referred to as "Premises") described as follows:

Address Of Premises Street Address
Legal Description
Subdivision, County of , Maryland
Condominium Unit or Apartment # , Building # ,
Parking Space , Mail Box # , Property Owner's Association

Term The lease term shall commence at noon on (Lease Start Date) and end at noon on (Lease End Date) for the total sum of payable as follows:
security deposit due before occupying the Premises
first full month's rent due before occupying the Premises
prorated rent due for the time period through .
Subsequent equal monthly installments of , due on the first (1st) day of each calendar month
Commencing and thereafter without notice, demand or offset.

b. Payment of Rent: Rent shall be payable in advance, on the first day of the month, without notice or demand, without deduction or offset, to Landlord/Agent at: Careswell Morris Property Services, LLC (CMPS), 5720 Deale Churchton Road, Unit D, Deale, MD 20751 (Telephone Number: 301-343-8159), or such other place or places as Landlord/Agent may from time to time designate in writing, and said obligation to pay rent shall be independent of any other clause herein. The United States Postal Service may be used at Tenant's risk. Failure to pay rent at the time specified will constitute default and the Landlord/Agent may avail itself of any remedy afforded it under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments for damages and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease shall constitute and be deemed "rent" or "additional rent" and shall be collectible as such. If Landlord/Agent in its discretion deems it necessary, Tenant, upon written notice from Landlord/Agent, shall pay all rent and additional rent hereunder by cashier's check or money order. Landlord/Agent requires that all rental payments be paid in the exact amount and paid by personal check, money order, and/or certified check—to Careswell Morris Property Services, LLC or CMPS. CMPS accepts NO CASH and DOES NOT GIVE CHANGE. CMPS may accept ACH payments or online payments at its discretion. To expedite proper crediting of rental payments, please include your rental address on all payments. Any payments made by Tenant to Landlord/Agent shall first be applied to any outstanding amounts due (rent, additional rent, late charges, legal fees, returned check charges, repair bills, etc.) before being applied to the current month's installment of rent. Tenant is not authorized to make any deductions from monthly rental amount.

c. Late Charge: Tenant also agrees that in the event Tenant shall fail to pay any installment of rent on or before the fifth (5th) day of any calendar month, Tenant shall pay Landlord/Agent, in addition to the rent, a late charge of five percent (5%) of such payment which shall become immediately due to Landlord/Agent for the failure by Tenant to make prompt payment as required. The late charge shall be payable for each month or for any fraction of a month that such payment is overdue. Such payment shall be payable as additional rent together with the rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that rent is due on the first of the month. Nothing herein contained, however, shall constitute a waiver or limitation of Landlord/Agent's right to institute legal proceedings for rent, failure to pay, additional rent, damages, and/or repossession of the Premises for non-payment of any installment of rent and/or additional rent when and as the same becomes due and payable. THE FIVE (5) DAY LATE PERIOD IS NOT A GRACE PERIOD; THE RENT IS DUE AND PAYABLE ON THE FIRST OF EACH MONTH. Failure to pay rent filings may be made if rent is not received by CMPS on the 1st day of each month.

d. Partial Payments: If Landlord/Agent accepts any partial payment of rent, such acceptance shall not be interpreted as changing the terms of this Lease which require the payment of rent in advance, and acceptance of any check or payment or endorsement thereon or statement

accompanying such check or payment shall not constitute or be deemed an accord and satisfaction, and Landlord/Agent may accept such payments or checks without prejudice to any of Landlord's/Agent's available remedies.

**e. NSF Fee:** A service charge of Fifty Dollars (\$50.00), payable as additional rent will be automatically made for each instance in which a check is returned unpaid for any reason by the tenant's bank. CMPS may institute a policy after one check is returned for insufficient fees and require certified funds for all future transactions and payments.

**2 Utilities:** **a.** Landlord/Agent shall not be liable to Tenant in the event that any utilities are not furnished or supplied to the Premises. Tenant shall pay all electric, telephone, water, sewer, oil & gas and any other utilities for the Premises as and when the same shall become due, and make all required deposits therefor. In the event that any utilities for the Premises are billed to Landlord/Agent by the applicable jurisdiction or utility company, then Tenant shall pay for such utility charges reflected in said bill as additional rent and any subsequent increases during the term of this Lease payment of same shall be made within three (3) business days of receipt by Tenant of such bill when demanded by Landlord/Agent. This provision shall survive termination of this Lease with respect to utilities billed, charged, or paid during the term of this Lease. If owner has a burner service contract with an oil company, tenant hereby agrees to use only oil provided by that service provider. Landlord/Agent retains the right to pay the final water bill from security deposit to expedite the refund of the deposit to Tenant. In the event the final water bill is not received in time for deduction from security deposit, tenant hereby affirms their responsibility to reimburse owner for payment. **b.** Kerosene heaters/space heaters are not permitted for use on or about the Premises. **c.** Tenant must obtain a home telephone and the number must be given to Landlord/Agent within two (2) weeks of moving into the Premises. Any change in tenant's home or work telephone numbers must be reported to Landlord/Agent immediately.

**3. Condominium and Homeowners' Association:** If the Premises are subject to restrictive covenants, a condominium regime, a planned unit development, or homeowners' association, Tenant agrees to abide by all covenants, restrictions, by-laws, rules and regulations now or hereafter in effect applicable to the Premises. Tenant acknowledges that Tenant has been afforded the opportunity to review the present covenants, restrictions, by-laws, rules and regulations applicable to the Premises. Tenant is not authorized to vote for Landlord at any meeting of the council of unit owners or homeowners' association. Tenant shall pay as additional rent a portion of any fees or charges assessed by the unit owners or homeowners association to the extent such fees or charges include any amounts payable by Tenant hereunder. Tenant shall pay all move in and move out fees assessed by a governing Owner's Association or similar authority. At the expiration of the lease, Tenant to return the covenants, bylaws, rules and regulations, etc. In the event they are not returned, Landlord/Agent will deduct \$100.00 from the security deposit to purchase a replacement set of rules and regulations etc. Tenant may be responsible for mailbox key fees as a new tenant and fees supporting adding their name to mailboxes or in secure buildings adding their information to call systems for entry to unit/building.

**4. Rent Increases:** After the initial term of this Lease, Landlord may, from time to time increase rent for the Premises. Two (2) months' prior written notice of a rent increase shall be mailed/mailed to Tenant at Tenant's last known address/email address. Said notice shall also expressly serve as a notice to quit and vacate the Premises in the event Tenant does not agree to pay the rent increase. Tenant, by signing a new lease or an addendum extending the existing lease shall accept notice of rent increase. Landlord/Agent shall not accept any rent payment less than called for by the rent increase notice. (Note, Landlord/Agent may start marketing the property for rent/sale in the event Tenant has not accepted the rent increase and may withdraw or modify the offer to renew the lease.) In the event Tenant shall remain in possession of the Premises on the date the rent increase is to be effective, and fails to pay the increased rent, Tenant shall be deemed to be holding over beyond the period specified in the quit and vacate notice and Landlord/Agent may immediately file suit to evict Tenant and recover possession of the Premises. The amount of rent due during such hold-over period shall be 1½ times the monthly rate in effect during the last month of the prior term. Upon surrender of the Premises, Tenant shall comply with the provisions of Paragraph 14 of this Lease.

**5. Uses/Authorized Occupant(s):** The Premises will be used solely for residential purposes and may be occupied by no more than [redacted] persons, including children. Use of the Premises for any commercial purpose is expressly prohibited, including, by way of example, home day care or a home office in which patients, clients, or customers are received. Only the person(s) listed on the rental application, and no others except afterborn children and visitors, are authorized by Landlord/Agent to reside within the Premises. A visitor is a non-paying guest who resides at the Premises upon the invitation of Tenant for a complete duration of time of less than thirty (30) days per person per year. If any such person shall reside at the Premises for a period of time in excess of such thirty (30)-day period, such person shall be considered a sublessee in violation of this Lease. Tenant shall not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and shall comply with all applicable Federal, State, County, and local laws and ordinances.

**6. Maintenance of Premises:** **a. Tenant maintenance -** The Tenant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate or negligent acts or omissions of the Tenant, Tenant's family, guests, employees or pet(s). The Tenant shall be responsible for: (1) Maintenance of the premises in a neat, clean, and sanitary condition, and removal from and disposal of all ashes, rubbish, garbage, and waste in a safe and sanitary manner in appropriate sealed receptacles. (2) Use and operation of all electrical, gas, plumbing, sanitary, heating, ventilating,

air conditioning, appliances, or other facilities in a safe and reasonable manner and so as not to overload any system. (3) Furnishing and replacing all light bulbs, fuses or faucet washers as needed and the changing of furnace and air conditioner filters (or cleaning/washing reusable filters) monthly (4) If the Premises are equipped with an oil burner, Tenant agrees to purchase fuel from the company the Landlord stipulates. Prior to vacating Tenant shall provide evidence from the company selected by the Landlord that the fuel tanks are refilled. (5) Clearing stoppage of all water drains, water closets and maintaining caulking around tubs and showers and replacing flapper valves in toilets; maintenance of all carpeting and flooring in a clean and good condition; replacement and payment for glass and screen breakage shall be a Tenant responsibility. (6) Cutting and maintaining lawn, pruning shrubbery and keeping ivy and other vine like plants off premises, keep all flower/garden beds free of weeds and to mulch beds annually, promptly removing ice and snow from all walks, steps and drives, maintaining exterior gutters, drains and grounds free of leaves and other debris, charge for replacement of dead grass, via seeding or sod as needed. (7) Tenant shall be responsible for the installation, relocation and/or repair of telephone, cable and televisions lines, plugs and jacks within the property. Said installation or relocation will be through walls, attics or unfinished spaces and not along baseboards or other visible areas in finished areas of the premises. (8) Promptly reporting in writing and via email any defect, damage, or breakage at the Premises, including, but not limited to, equipment or fixtures, to Agent. If Tenant fails to promptly provide Agent with such notice and additional damage results therefrom, Tenant shall be responsible for the repair of such additional damage. This covenant, however, does not obligate, and is not to be understood, interpreted, or construed or in any way imply that Agent or Landlord is obligated or expected to repair or correct such defects, breakage, malfunction, or damage. (9) In the event the plumbing at the premises is frozen or obstructed due to the negligence of Tenant, his family or guests, Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with returning the Premises to the condition in which it existed prior to said freezing or obstruction including, but not limited to, those costs associated with drywall repair, painting and carpet repair or replacement. (10) In the event Premises are provided cable television service which bears a monetary charge for the provision of that cable television service, Tenant shall pay all cable charges. (11) Making any repairs, alterations, or additions required by any governmental authority, Owner's Association or the Managing Agent due to the Tenant's use. (12) During occupancy by Tenant, Tenant shall be responsible for the control and elimination of household pests, including but not limited to: fleas, ticks, roaches, silverfish, ants, crickets, snakes, raccoons, and rodents, etc; and while inhabiting or up vacating, shall cause, and pay for, the professional extermination and elimination of all such household pests from the interior of the dwelling unit and garage(s). While living in the home or upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin. (13) Tenant shall be responsible for the cost of **any** unnecessary service calls and **any costs** incurred as a result of Tenant failing to keep appointments with service persons who require access in order to make scheduled repair(s), or for the repair person finding nothing wrong or repairing by resetting a breaker or replacing a fuse (14) Firewood and other sources of termites shall not be stored within 50 feet of the Premises (15) Keep windows and doors closed during periods of rain or snow. (16) Not use, store or keep in or at the Premises any explosives, or flammable, or combustible materials (17) For maintaining in good condition any chimney (wood burning fireplace only) installed in the Premises by having the chimney professionally cleaned at Tenant's expense prior to each heating season and upon vacating the Premises.

**b. Alterations—Landlord/Agent permission required:** Prior to undertaking any of the activities enumerated in this subsection, Tenant shall submit a written request to Landlord setting forth the exact nature of each and every intended activity and Tenant's plans for the restoration of the Premises back to its original condition after the intended activity is undertaken, if approved, and shall obtain Landlord's written consent via the property manager to allow the intended activity: (1) Remodeling, making any structural change, alteration, addition, or decoration, including papering or painting of the Premises. (2) Installing, attaching, removing, or exchanging appliances or equipment, such as, for example and not by way of limitation, air conditioning, heating, refrigeration, TV antennas or satellite dishes, wood burning stoves or fireplace inserts. (3) Driving nails or other devices into walls, floors, ceilings or woodwork (other than a reasonable number of picture hanger nails which are permitted—tape is not to be used). (5) Affixing any object containing an adhesive backing to any surface in the Premises. (6) Attaching plant hooks to the ceiling. (7) Rekeying locks, installing additional locks, burglary prevention and fire detection devices. The Tenant must provide the Landlord, and the Owners' Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or devices. The Tenant shall notify the Landlord in writing as to the Tenant's intent to remove all such devices and repair any resulting damage upon termination of tenancy. (8) Installing iron safes, waterbeds, or any other extra-heavy objects. Waterbeds are not allowed unless authorized by owners. The Landlord reserves the right to prescribe the maximum weight, proper position and the manner of placing such objects. The Tenant shall be liable for any damage to the Premises caused by taking in, using, or removing these. (9) The installation of gate type devices to keep pets or children confined. Tenant will be responsible for removal of all child/pet proofing devices and repair to walls (to include painting) required by virtue of the installation and removal. In the event Landlord/Agent grants permission for such remodeling, alterations, or additions, all costs shall be at Tenant's sole expense unless otherwise agreed and such changes, alterations, or additions shall become the property of the Landlord. The cost of correcting any unauthorized alteration shall be charged against Tenant as additional rent.

**7. Oil Heat** If the Premises are equipped with an oil burner, Tenant, at Tenant's expense, agrees to purchase from a reputable company a burner service contract providing for cleaning, maintenance and repair of the furnace and burner and shall provide a copy of such contract to Landlord/Agent. Tenant will fill oil tank and provide receipt showing the tank was filled within 15 days of the expiration of lease.

**8a. Appliances and Fixtures:** The personal property and/or appliances leased with the Premises and covered by the terms of this Lease are as follows: **DISHWASHER, DISPOSAL, REFRIGERATOR W/ ICEMAKER, COOKTOP, WALL OVEN, 2 REMOTES.**

**b. As Is Equipment: WASHER/DRYER/MICROWAVE** The ceiling fan(s), garage door remote controls, venetian blinds, washer and dryer in single family units, window air conditioning units, window shades, and any other portable equipment, if now or hereafter installed in the Premises, are for Tenant's use and convenience and are not warranted by the Landlord/Agent. Tenant shall maintain said items at Tenant's own expense, as additional rent, and return them in good working condition, normal wear and tear expected. Tenant shall be responsible for the repair or replacement of the above-itemized appliances whenever such repair or replacement shall be required as a result of continued use, abuse, misuse and/or omission by Tenant or by occupants, guest, invitees or agents of Tenant.

**9. Vehicle Parking:** No automobile, truck, motorcycle, trailer, or other such vehicle shall be parked on the Premises or on the property where the Premises are located without current license plates and said vehicles must be in operating condition. Licensed vehicles may be parked only in garages, driveways, if provided, or on the street, and shall not be stored, parked, or located on any other portion of the Premises.

**10. Pets:** Tenant shall not be allowed to keep pets on the Premises except with the written permission of the Landlord/Agent. Tenants who have pets shall, at termination of occupancy, pay the cost of having the Premises defleaed and deticked by a professional exterminator and such defleaing and deticking must be warranted in writing to Landlord/Agent. When authorized, Tenants who have pets shall, at termination of occupancy, pay the cost of having any carpeting in the Premises shampooed and deodorized by a professional cleaner approved by the Landlord/Agent. Tenant shall further pay for any and all damages caused by pets to the Premises. *A Pet Addendum is attached if pets are authorized and a separate pet deposit will be due if Tenant has pets. Tenant has read and understands laws regarding pit bulls if property is located in Prince George's County or other parts of the State that have enacted laws regarding agressive or prohibited breeds and tenants certifies their pet/breed, if authorized by owner, is not subject to these regulations.*

**11. Smoke Detectors:** It shall be the responsibility of Tenant to check any installed smoke detectors and/or fire extinguishers periodically during the term of this Lease or any extension thereof and replace batteries as necessary to keep the smoke detectors in proper working condition and to report any malfunctions in said smoke detectors and/or fire extinguishers to Landlord/Agent in writing. Landlord/Agent assumes no responsibility or liability for any non-reported malfunctions to or misuse of smoke detectors, carbon monoxide detectors and/or fire extinguishers by Tenant, which results in injury or damage to persons or property or to the Premises. Tenant shall not remove the smoke detector or fire extinguisher or render them inoperative at any time. Tenant certifies they have inspected smoke detectors and found them in working order.

**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 OCCUPANT SHOULD OBTAIN A DUAL POWERED SMOKE DETECTOR OR A BATTERY POWERED SMOKE DETECTOR.**

**12. Inspection:** Landlord/Agent may enter the Premises during reasonable hours upon notice to Tenant to examine the Premises; to make necessary repairs; and to protect the Premises from damage. In the event Landlord/Agent elects to sell the Premises at any time during ninety (90) days prior to end of the term of this Lease or desires to show the Premises to prospective tenants at any time during sixty (60) days prior to end of the term of this Lease or any extension thereof, Landlord/Agent shall have the right to place a "For Sale" or "For Rent" sign on the Premises; install and utilize a lockbox; and, upon reasonable notice of atleast 1 hour to Tenant, show the Premises during the hours of 9:00 a.m. through 7:00 p.m. Monday through Sunday.

**13. Possession:** Landlord/Agent shall not be liable for failure to give possession of the Premises to Tenant at the commencement of the Lease term if such failure is due to the fact that the Premises are, in the Landlord's opinion, not ready for occupancy; are being held over by a prior tenant; are in the wrongful possession of some other person; or are not available for any other reason. In such event, the rent payable under this Lease will be abated at the rate of one-thirtieth (1/30) of the monthly installment of rent for each day that Tenant is not in possession of the Premises, and such abatement shall be considered by the Tenant as full settlement of any damages caused by a delay in possession. Such delay in commencement of possession shall not cause the term of this Lease to be extended, nor shall such a delay cause this Lease to become void or voidable, except that if such a delay in the commencement of the Tenant's possession should extend for a period beyond thirty (30) days, this Lease shall be null and void, and the security deposit paid hereunder by Tenant shall be returned in full.

**14. Surrender of Premises:** At termination of this lease, whether by expiration of the term or by termination by Landlord/Agent upon breach by Tenant, the property shall be promptly vacated by Tenant, all personal property of Tenant removed, all walls washed, wood and tile floors waxed, exterior of cabinets cleaned and washed, cabinets and drawers cleaned inside, stove and oven cleaned, exhaust fan free from grease, refrigerator defrosted and clean, windows/storm windows washed (inside and outside as well as window sills), carpeting professionally cleaned by a firm approved by Landlord/Agent at termination of lease (copy of receipt is required at checkout). Bathroom, walls, floors, shower doors are to be cleaned and free of soap scum; professionally caulked. Chimney for wood burning fireplaces must be cleaned within 30 day of lease

expiration (copy of receipt required at checkout), grass freshly mowed and seeded if need be, shrubs trimmed/pruned, garden/flower beds free of weeds and freshly mulched, lighting fixtures clean with working bulbs in all lighting fixtures, all trash and personal property removed from property, property and appliances in good order and condition as reasonable wear and tear will permit. All burner pans and rings and exhaust filters must be replaced by Tenant with Original Manufacturer new replacement parts, unless thoroughly cleaned by Tenant prior to vacating the Premises. The gutters are to be cleaned and a receipt showing work was done to be presented at checkout. All passes, documents, instruction manuals, keys, including shed and mailbox, garage door openers must be returned at the time of the checkout inspection. If such cleaning and removal of trash is not accomplished by Tenant, or if the Premises and/or appliances and equipment are not left as outlined above, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by Landlord/Agent at Tenant's expense, as additional rent, (which shall include a fee in the amount of 1½ percent of such expenses, or \$50.00, whichever is greater, to cover Landlord/Agent's overhead plus a \$50.00 reinspection fee). Landlord/Agent shall inspect the Premises and provide Tenant a list of items that need to be repaired, cleaned or replaced in accordance with the terms of this Lease. In the event repair, cleaning or replacement are needed, Tenant hereby authorizes Landlord/Agent to make such repairs, cleaning or replacement and to deduct the cost thereof from the security deposit. Upon vacating the Premises, Tenant shall surrender all keys to Landlord/Agent. In the event Tenant fails to return all keys, Tenant shall pay all costs and expenses, as additional rent, for changing locks and Tenant authorizes Landlord/Agent to deduct such cost and expense from the security deposit.

**15. Destruction:** If the Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening providing such destruction is not as a result of negligence on the part of the Tenant or Tenant's guest. If, however, the Premises are only partially destroyed or damaged and Landlord decides to repair same, such repairs shall be made by Landlord without unreasonable delay, and this Lease shall remain in full force and effect without any abatement of rent.

**16. Hold Over:** This Lease shall terminate automatically and without further action of the parties on expiration of the term of this Lease. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at 1½ times the monthly rent then in effect during the last month of the expiring term. All other terms and provisions of this Lease, except the term, which shall be month to month (in the absence of any written agreement to the contrary), shall remain in full force and effect.

**17a. Transfer of Landlord:** It is agreed that if the Landlord, to include the spouse of the Landlord, is transferred back to the Washington Metropolitan area by the Landlord's employer or is discharged from active duty with the Armed Forces of the United States or from full-time duty or technician status with the Maryland National Guard, the Landlord shall have the right to terminate this Lease. To accomplish termination of this Lease under the foregoing circumstances, Landlord may provide Tenant with written notice setting forth Landlord's intention to terminate this Lease and advising Tenant of the date on which this lease, and Tenant's right to occupy the Premises, shall terminate. Said termination date shall be no sooner than thirty (30) days from the date said notice is mailed to Tenant. If Landlord so notifies Tenant, Tenant shall vacate and surrender possession of the Premises to Landlord on or before the termination date set forth in the said notice. Tenant expressly agrees that his obligations pursuant to this Lease, including but not limited to the obligation to pay rent, shall continue through the Termination date set forth in said notice irrespective of the date on which Tenant surrenders possession of the Premises to Landlord in accordance with the provision of this section.

**b. Transfer of Tenant:** If Tenant is a member of the Armed Forces of the United States or a member of the Maryland National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit and he (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months duration to depart thirty-five miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from his full time duty or technician status with the Maryland National Guard; or (iv) is ordered to report to government supplied quarters resulting in the forfeiture of basic allowance for quarters he may Terminate this Lease by serving on the Landlord a written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after receipt of the notice. The termination date shall be no more than thirty (30) days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from tenant's commanding officer. Tenant acknowledges no knowledge of a pending transfer during the term of this lease.

**c. Rent:** The final rent due pursuant to this Lease SHALL NOT BE PRORATED to the date of termination, rather the full month's rent shall be payable at such time as would have otherwise been required by the terms of this Lease, together with any liquidated damages due pursuant to this subsection. If Tenant terminates this Lease pursuant to the terms of this subsection, Tenant shall pay to Landlord, in consideration of said termination, liquidated damages equal to: (i) One month's rent if the Tenant has completed less than six months of the tenancy pursuant to this lease as of the effective date of termination, or (ii) One-half of one month's rent if the Tenant has completed at least six months but less than twelve months of the tenancy as of the effective date of termination.

**18. Indemnification and Insurance:** a. Tenant shall indemnify and save harmless Landlord/Agent from any and all liabilities, damages, expenses, causes of action, suits, claims, or judgments arising from injury to person or personal property on the Premises, which arise out of the acts, failure to act, or omissions of Tenant, his family, guests, invitees, employees, tradespeople, and/or pets. b. Tenant shall do nothing and permit nothing to be done on or about the Premises which will contravene any fire insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium of any fire insurance policy or any other policy, Tenant shall pay such increase. c. It shall be the responsibility of Tenant, at Tenant's sole cost and expense, to obtain an insurance policy, which provides public liability coverage in an amount not less than \$300,000 and also provides for the protection of Tenant's personal property. Landlord/Agent shall be named as an additional insured on the liability coverage. A copy of policy shall be provided to Landlord/Agent within 30 days of the effective date of this lease.

**19. Termination from non-compliance:** In addition to any other remedies available to Landlord/Agent under this Lease or applicable law, if Landlord/Agent shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, his family, servants, guests, invitees, or by causing annoyance to neighbors, or if Tenant occupies the Premises in violation of any rule, regulation, or ordinance issued or promulgated by Landlord/Agent, any governmental rental authority, council of unit owners, or homeowners' association, then, and in any of said events, Landlord/Agent shall have the right to terminate this Lease by giving Tenant personally, or by leaving at the Premises, a thirty (30) day written notice to quit and vacate the Premises, which termination shall be effective upon the expiration of thirty (30) days from the delivery of such notice. Landlord/Agent, at the expiration of said thirty (30) day notice, or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of the Premises and may avail itself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. In the event that Landlord/Agent shall bring any legal action against Tenant to enforce any provision(s) of this Lease, Tenant agrees to be liable for and to pay all such costs and fees as incurred by Landlord/Agent, including, but not limited to, reasonable attorney's fees, court costs, and collection costs. In addition, in the event of default by Tenant hereunder, Tenant shall be obligated to pay all costs incurred by Landlord/Agent to obtain a new tenant, including, but not limited to, advertising costs, real estate broker fees/commissions and such other incidental costs and expenses.

**20. Waiver Clause:** The failure of Landlord/Agent to demand strict performance of any of the terms, conditions, and covenants of this Lease shall not be deemed to be a waiver of any rights or remedies which Landlord/Agent may have and shall not be deemed a waiver of any subsequent breach or default by Tenant in the terms, conditions, and covenants contained herein, except as may be expressly waived in writing. In particular, the receipt by Landlord/Agent of rent with knowledge of the breach of any term, condition or covenant of this Lease shall not be deemed a waiver of such breach, and no provision of this Lease shall be deemed to have been waived by Landlord/Agent unless such waiver is in writing and signed by Landlord/Agent.

**21. Abandoned Property:** Any property which is left on the Premises for more than seven (7) days after the termination of this Lease or the expiration of the term of this Lease or after Tenant has vacated the Premises shall be deemed to be abandoned by Tenant or other owner and shall, at Landlord/Agent's option, become Landlord/Agent's property and Landlord/Agent may dispose of such property without liability to Tenant or other owner, at the expense of Tenant, as additional rent.

**22. Acceptance of Property:** Tenant acknowledges that Tenant has examined the Premises and Tenant's acceptance of this Lease is conclusive evidence that said Premises are in good and satisfactory order and repair, unless otherwise specified herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is", and that the Premises were in a condition permitting habitation, with reasonable safety, at the time possession was taken. In no event shall Landlord/Agent be liable for any defects in the Premises or for any limitation on its use, unless otherwise specified herein. Tenant agrees that no representations or warranties as to the condition of the Premises have been made and that no other agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth specifically in writing. Landlord/Agent shall deliver the Premises and all common areas in a clean, safe, and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws. Upon written request from Tenant, Landlord/Agent shall promptly provide Tenant with a written list of all damages. Said request must be made within fifteen (15) days of Tenant's occupancy. Tenant shall provide Landlord with a written list of all damages to the Premises within fifteen (15) days of Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs

**23. Lease Assignment:** This Lease and the promises, covenants, conditions, and agreements contained herein shall inure to the benefit of and be binding upon Landlord/Agent, its successors and assigns; and shall inure to the benefit of and be binding upon Tenant and in the event Tenant is an individual, shall also inure to the benefit of and be binding upon their heirs, personal representatives, and permitted assigns. Tenant shall not be allowed to assign its leasehold interest created herein; this Lease; or any of the rights, privileges, or obligations created hereunder without the prior written consent of Landlord/Agent, which Landlord/Agent may arbitrarily and capriciously withhold. Additionally, Tenant may not sublease the property in whole or part.

**24a. Additional Rent:** All costs, fees, and other expenses, charges, and sums of money of every nature which Tenant assumes or agrees to pay under this Lease, together with all interest and penalties that may accrue thereon, and all damages, costs, expenses, and sums of money (including attorney fees) which Landlord/Agent may suffer or incur by reason of any default by Tenant in performance of the terms hereof, shall all be deemed to be, and collectible as, additional rent under this Lease.

**b. Default:** If Tenant shall default in the performance of any part of this Lease on its part to be performed by virtue of this Lease, Landlord/Agent, in addition to all other remedies or rights available to them at law or in equity, shall be afforded all remedies allowed under Maryland law for breach or default by a tenant under a residential lease, whether such default is for nonpayment of rent or otherwise. In addition, Landlord/Agent may immediately or anytime thereafter, without notice, and in addition to any and all other remedies available to them under this Lease or otherwise by law, perform Tenant's obligation (except for payment of rent) for the account and at the expense of Tenant plus ten percent (10%) of such expenses for Landlord/Agent's overhead, which sums shall be payable upon demand, as additional rent, with interest thereon at the rate of eighteen percent (18%) per annum. Landlord/Agent may perform such obligations of the Tenant, in the event of emergency circumstances, in order to preserve life, limb, or property, in which case Tenant shall immediately reimburse Landlord/Agent for all costs and expenses incurred by Landlord/Agent in performing such obligations, as additional rent.

**c. Attorney Fees:** In the event Tenant defaults under any of the provisions of this Lease and Landlord/Agent employs attorneys or incurs other expenses for the collection of rent or the enforcement of performance or observance of the terms and conditions of this Lease, Tenant, on demand, shall pay to Landlord/Agent such attorney fees and such other expenses so incurred, with interest at eighteen percent (18%) per annum, as additional rent hereunder. Such attorney fees and other expenses so incurred shall be due and payable by Tenant upon the referral of such matter to an attorney, even if any litigation has not yet been commenced. If Landlord/Agent shall, without fault on the part of Landlord/Agent, be made a party to any litigation commenced, either by or against Tenant, and if Tenant shall fail to provide Landlord with legal counsel approved by Landlord/Agent (such approval not to be unreasonably withheld or delayed), Tenant shall pay, upon demand, all costs and attorneys fees incurred or paid by Landlord/Agent in connection with such litigation, with interest at eighteen percent (18%) per annum, as additional rent hereunder.

**d.** Any remedies or rights of the Landlord/Agent specified herein for breach or default of any of the terms of this Lease are cumulative and are not intended to be exclusive of any other lawful remedies afforded to Landlord/Agent.

**25. Notices:** Any written notice regarding any of the provisions of this Lease shall be given by Tenant on behalf of all other tenants and authorized occupants to Landlord/Agent at the address of Landlord/Agent and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant at the address of the Premises. Tenant agrees that such notices given or received shall affect and apply, with equal force, to all tenants, authorized occupants and, if applicable, co-signers and subtenants.

**26. Penalty for Holding Over:** Failure to vacate the Premises pursuant to Paragraphs 4, 16, 19, or otherwise, may result in Tenant being held accountable for rent for the period of the hold over and for consequential damages due to an incoming tenant's inability to enter the Premises because of Tenant's unlawful occupancy.

**27. Death of Tenant or Landlord:** If the Landlord or Tenant, husband or wife, should die during Lease Term, the surviving spouse or the estate of the decedent may terminate this Lease by giving thirty (30) days written notice to the other parties hereto. This right of termination of Lease must be exercised within ninety (90) days following the death of the party hereto.

**28. Counterparts:** This Lease may be executed in any number of copies, or by email or Fax, each of which shall be considered an original but all of which together shall be the same Lease.

**29. Miscellaneous:** The conditions contained in this Lease are binding on, and may be legally enforced by, the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. This Lease contains the final and entire agreement of the parties and neither the Landlord, the Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representations not contained in this Lease. Any provision of this Lease may be modified, waived or discharged only in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought. Wherever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender.

**30. Other Provisions:** **a.** The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors, and permitted assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement or of any subsequent breach thereof of this Lease. The parties agree that venue and jurisdiction for any dispute hereunder shall be the District Court for the County in which the Premises is located. **b.** Tenant acknowledges that the statements and representations made by Tenant in the executed application for the lease of the Premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that said statements are deemed a part of this Lease; and that the falsity of any of such statements shall constitute a breach hereof and entitle the Landlord/Agent to the same relief

as a breach of any other covenant or condition contained herein. **c.** This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. This Lease has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to Tenant at the time the Lease was fully executed. **d.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is held by any court of competent jurisdiction to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid. **e.** Tenant expressly warrants that Tenant is eighteen (18) years of age or older and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the Premises. **f.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they appertain. **g.** Each Tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law. **h.** There will be a \$1.00 per page charge for any additional copies of this Lease.

**31. Lockout Service:** If keys are lost or Tenant gets locked out, Tenant may, at tenant's expense contact a locksmith to gain access to the property. In the event this occurs, tenant must deliver 2 sets of new keys to Agent during normal business hours within 72 hours of changing locks. Tenant may make arrangements to pickup and borrow a duplicate key from Landlord/Agent for a \$45.00 non-refundable fee at the Deale location should the Agent be available at that time. Any borrowed keys must be returned to Landlord/Agent within 24 hours of being borrowed or Landlord/Agent may have a locksmith rekey the property at tenant's expense so that Landlord/Agent has a working key on file. Landlord/Agent may not have a key to every property and does not provide lockout service.

**32. Lead Paint-Applicable Law:** Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the Tenant, based upon the Owner's actual knowledge, all known lead-based paint hazards in the Property and provide the Tenant with any available reports in the Owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Articles Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Owner will have the option to participate in the liability limitation portion of the Maryland Program.

**Age Classification of Property:** Owner represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that (*initial all that apply*):

**The Federal Program** (*initial one*)

- the Property was built during or after 1978; **the Federal Program does not apply.**
- the Property was built before 1978; **the Federal Program applies.**

**The Maryland Program** (*initial one*)

- the Property was built prior to 1950, **the Maryland Program applies fully.**
- the Property was built after 1949 but before 1979, **the Maryland Program applies at Owner's option.**

**Age Classification Unknown** (*initial, if applicable*)

Owner is uncertain as to age classification; therefore, Owner acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

**NOTICE TO TENANT - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS:** Tenant acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following required brochures:

1. **Under Federal Law** (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
  - a. The EPA "Protect Your Family From Lead In Your Home" brochure.



34. Further Provisions and Additions Hereto: NO SMOKING WITHIN THE PREMISES. TENANT IS RESPONSIBLE FOR PAYING ALL UTILITIES. ALL VACATING NOTICES MUST BE PUT IN WRITING 60 DAYS PRIOR TO THE EXPIRATION OF THE LEASE TERM. ALL CARPETS MUST BE PROFESSIONALLY SHAMPOOED AFTER MOVE OUT. QUARTERLY INSPECTIONS TO BE CONDUCTED IN MARCH, JUNE, SEPTEMBER, DECEMBER AS REQUIRED BY GOVERNMENT RELOCATION GROUP, INC. GRG ADDENDUM ATTACHED. PET DDDENDUM ATTACHED.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed.

\_\_\_\_\_  
Owner or Agent for Landlord

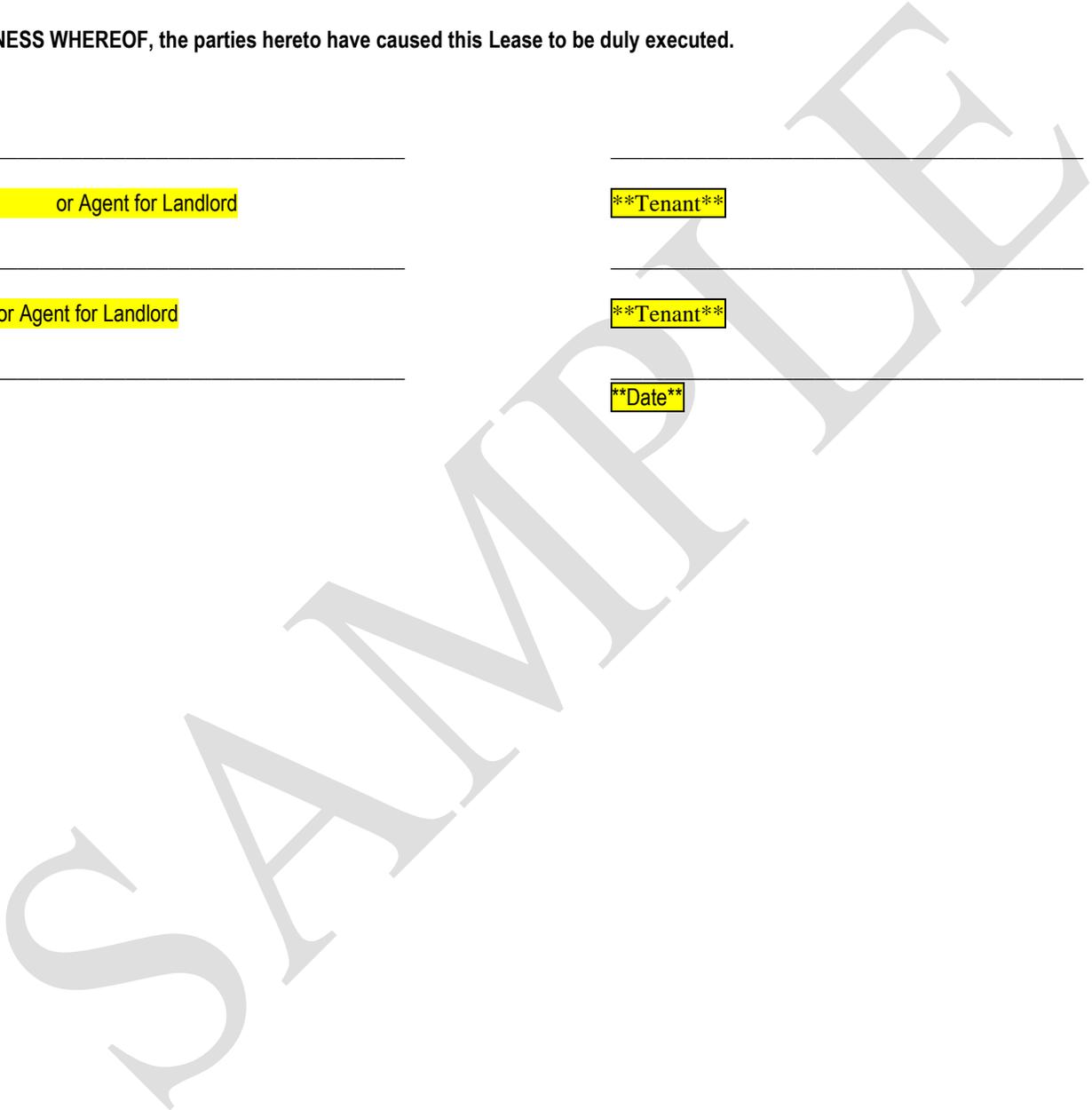
\_\_\_\_\_  
\*\*Tenant\*\*

\_\_\_\_\_  
Owner or Agent for Landlord

\_\_\_\_\_  
\*\*Tenant\*\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*\*Date\*\*



# CMPS

CARESWELL MORRIS  
PROPERTY SERVICES, LLC

CARESWELL MORRIS PROPERTY SERVICES, LLC

**PLEASE UPDATE OUR RECORDS WITH THE FOLLOWING INFORMATION**

**Property Address:**

Name (Tenant #1) \_\_\_\_\_

Employer: \_\_\_\_\_

Home Number: \_\_\_\_\_ Cell Number \_\_\_\_\_

Work Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name (Tenant #2) \_\_\_\_\_

Employer: \_\_\_\_\_

Home Number: \_\_\_\_\_ Cell Number \_\_\_\_\_

Work Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_