

URBAN LIVING *by Zahlco*

Zahlco Management
1212 Reisterstown Rd.
Baltimore Baltimore, MD 21208

LEASE

THIS LEASE is made to _____, - _____ (“Landlord”),
and the following Resident (“Resident”).

Resident’s Name: _____
Apartment: _____
Resident’s Address: _____ Unit _____
Baltimore, MD 21202

Other Occupants:

Date of Lease: _____
Beginning Date: _____
Ending Date: _____

Monthly Rate: \$ _____
Security Deposit: \$ _____
Pet Fee: \$ _____

No Addendum needed

Resident acknowledges that all terms and conditions of the lease will prevail for the period of time starting on the Beginning Date set forth above unless a different date is specified here: _____.

- 1. Lease Of Apartment.** Landlord hereby leases the Apartment to Resident for a lease term commencing with the Beginning Date and terminating on the Ending Date, upon the terms and conditions herein set forth.
- 2. Rent.** The monthly rent is to be paid by the Resident for the Apartment shall be the Monthly Rate as stated above. The rent, including any other payments as herein provided is payable on or before the first day of every month in advance at the office of Landlord, as above, or such other place as Landlord or agent may from time to time designate in writing. If the first of the month shall fall on a weekend or legal holiday, the rent payment shall be due the following business day. Resident agrees to pay rent as provided herein. Rent not paid by the first day of the month is considered delinquent. If Resident does not pay rent by the fifth day of the month a five percent (5%), based on total monthly rent, late charge will be assessed. Payment or receipt of a rental payment of less than the monthly rate shall be deemed to be nothing more than partial payment on that month’s account. Partial payment shall be not be considered the payment of rent for such month in which a partial payment is made and that month’s rent shall be considered delinquent if the unpaid balance is not paid in full by the first of the month. Under no circumstances shall acceptance of a partial payment constitute accord and satisfaction, nor forfeit Landlord’s right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check of monetary instrument. If any check for rent is returned for non-sufficient funds or other reason; Resident will be charged a fee of **\$30.00** for the returned check, plus late charges; if the check is returned after the fifth day of the month, rent is considered late. All unpaid balances may be reported to the Credit Bureau on the 11th of each month. **If rent is not paid by the 5th, Landlord may file a Complaint for Non-Payment of Rent with the District Court of Maryland; if rent is not paid and Resident remains in the apartment, Landlord may file a Warrant of Restitution and eviction proceedings may follow. Landlord reserves the right to charge Resident for any and all costs incurred for court paperwork and representation as additional rent.**
- 3. Additional Rent:** Notwithstanding anything herein contained to the contrary, Landlord may, upon mailing two (2) months prior written notice to Resident, increase the unpaid balance of the rental due during the term hereof, or any renewal or extension thereof, and each unpaid monthly installment thereof,

to reflect Resident's pro rata share, as reasonable determined by Landlord, of any tax, assessment, levy, fee or surcharge, including any utility or environmental tax, assessment, levy, fee or surcharge (other than any income, excess profits, inheritance or estate tax), assessed to Landlord and relating to the Premises, by any governmental authority where such tax, assessment, levy, fee or surcharge either did not exist at the commencement of this Lease or the rate of such tax, assessment, levy, fee or surcharge is increased during the term of his Lease or any renewal or extension thereof. Landlord may also, upon mailing two (2) months written notice to the Resident prior to the end of a calendar year, increase the annualized Rent for the following calendar year by no more than five (5%).

All charges, late charges, fees, court costs, and payments of any nature due from Resident to Landlord under the terms of this lease shall be deemed to be additional rent.

4. Utilities. Landlord shall pay for the following items, if checked:

✓	Water	✓	Trash	<input checked="" type="checkbox"/>	Electricity
✓	Sewage	✓	Gas	<input checked="" type="checkbox"/>	Cable TV

Resident shall pay for all other utilities, related deposits, and any charges, fees, or services on utility bills. Resident must not allow utilities to be disconnected - including disconnection for nonpayment - until the lease contract term or renewal period ends. Resident shall pay, as they become due, all bills for those utilities for which Resident is responsible. RESIDENT'S NON-PAYMENT OF UTILITY BILLS RESULTING IN A DISCONTINUANCE OR THREATENED DISCONTINUANCE OF THE SUPPLY OF ANY UTILITY SHALL BE A BREACH OF THIS LEASE AND CONSTITUTE SUFFICIENT REASON FOR OWNER TO TERMINATE LEASE AND EXERCISE ALL AVAILABLE REMEDIES.

4.1. Cable TV may be available from cable companies. If Resident secures cable TV service, Resident shall pay for all charges, fees and deposits.

4.2. Landlord shall not be responsible for consequential damages as a result of inability to provide any of the above utilities due to circumstances beyond control of Landlord such as during any repairs. Resident hereby gives permission to Landlord's agents or contractor or subcontractors to enter the Apartment during normal working hours to make any necessary alterations to the pipes or any other portion of the Apartment to accommodate individual meters or sub metering equipment. The Resident will receive no rent reduction, nor will Landlord be liable to Resident, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence, or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities, appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work. With the exception of emergency repairs, Landlord will attempt to provide Tenant with reasonable notice of Landlord's intention to enter the Premises.

5. Security Deposit. LANDLORD HEREBY ACKNOWLEDGES RECEIPT FROM RESIDENT OF A SECURITY DEPOSIT IN THE AMOUNT OF \$_____, FOR WHICH THIS LEASE CONSTITUTES A RECEIPT. THE SECURITY DEPOSIT, OR ANY PORTION THEREOF, MAY BE WITHHELD FOR UNPAID RENT, UNPAID UTILITIES, DAMAGE DUE TO BREACH OF LEASE OR EARLY TERMINATION OR FOR DAMAGE BY THE RESIDENT OR THE RESIDENT'S FAMILY, OCCUPANTS, AGENTS, EMPLOYEES, GUESTS, OR INVITEES IN EXCESS OF ORDINARY WEAR AND TEAR TO THE LEASED PREMISES, COMMON AREA, MAJOR APPLIANCES, AND FURNISHINGS. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT IRRESPECTIVE OF SAID SECURITY DEPOSIT, RENT SHALL BE PAID WHEN DUE, IN ACCORDANCE WITH THE TERMS HEREOF. UNDER MARYLAND LAW, IT IS REQUIRED THAT THE RESIDENT BE NOTIFIED OF THE FOLLOWING:

5.1. The right to have the Premises inspected by the Landlord in the Resident's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Resident so requests by certified mail within fifteen (15) days of the Resident's occupancy.

5.2. 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 Resident notifies the Landlord by certified mail at least fifteen (15) days prior to the date of the Resident's intended move, of the Resident's intention to move, the date of moving, and Resident's new address;

5.3. The Landlord's obligation to conduct the inspection within five (5) days before or after the Resident's stated date of intended moving;

5.4. The Landlord's obligation to notify the Resident by certified mail of the time and date of the inspection;

5.5. The Resident's right to receive, by first class mail, delivered to the last known address of the Resident, a written list of the charges against the security deposit claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the tenancy;

5.6. The obligation of the Landlord to return any unused portion of the security deposit, by first class mail, addressed to the Resident's last known address within forty-five (45) days after the termination of the tenancy.

6. Smoke Detectors. Resident acknowledges that as of the date of initial occupancy, the Apartment is equipped with one or more smoke detectors; that Resident has inspected smoke detector(s) and find it/them to be in good working order. Resident agrees that it is Resident's duty to regularly test the smoke detector(s) and to notify management immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and to notify management of the need to install, inspect or repair the smoke detector(s). Landlord will repair or replace the malfunctioning smoke detector(s), assuming the availability of labor and materials. Resident agrees to replace the smoke detector(s)' battery, if any, at any time the existing battery becomes unserviceable. **RESIDENT MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE DETECTOR OR REMOVE THE BATTERY OF A SMOKE DETECTOR WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY. RESIDENT MAY BE SUBJECT TO DAMAGES, CIVIL PENALTIES, ATTORNEYS FEES AND/OR EVICTION FOR NOT COMPLYING WITH THIS PROVISION.** In the event of a power outage, the use of candles or other flammables is **STRICTLY PROHIBITED**. Resident acknowledges and agrees that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s).

7. Carpeting. Resident agrees to keep and maintain the carpeting, if any, in good order, reasonable wear and tear excepted, and will pay reasonable charges for damage caused by bleach or water marks, cigarette burns, damage by animals, or similar causes.

8. Pets. No dogs, cats, birds or other pets shall be kept in or upon the Apartment without the written permission of the Landlord. In the event that the Resident keeps a pet in violation of this clause, such violation shall constitute a material breach of the Lease, this Lease shall be terminated and the Landlord shall be entitled to receive from Resident the amount of \$100.00 a day for each pet until eviction is completed.

8.1. With prior written permission from the Landlord, Resident may keep a pet(s) on the premises for a fee of \$ _____ S per pet per month. Resident shall also be required to submit, at the commencement of the Lease, a non-refundable pet deposit in the amount of _____ (\$ _____).

9. Charges at Lease Termination.

9.1. Carpeting. At termination of the Lease, Resident will be charged the full cost of cleaning the carpet in the Apartment if Resident's occupancy is less than six (6) months; Resident will be charged a prorated amount of the cost of cleaning the carpet if Resident's occupancy is more than six months but less than twelve (12) months. If during or at termination of the Lease the carpeting in Resident's Apartment must be replaced by reason of wear and tear during Resident's occupancy, Resident will be charged a prorated amount of the cost if the carpet has not exceeded its life expectancy of seven (7) years old; if the carpet life has exceeded seven (7) years, a flat \$150.00 shall be charged representing the carpet's salvage value.

9.2.Cleaning. Resident will be charged for any excessive cleaning needed for the Apartment, at the rate of \$30.00 per hour (which includes labor and cleaning supplies).

9.3.Painting. At termination of the Lease, Resident will be charged the full cost of painting the Apartment (if then needed as determined by Landlord in its sole discretion) if Resident's occupancy is less than six (6) months; Resident will be charged a prorated amount of the cost of such painting if Resident's occupancy is more than six months but less than twelve (12) months; Resident will not be charged for painting if Resident's occupancy is more than twelve (12) months unless such painting is needed due to more than normal wear and tear. Resident will not be charged for touchup painting. Landlord shall retain the sole discretion to determine if any painting is necessary for more than normal wear and tear.

9.4.Re-Entry of Premises. In the event Resident abandons the Premises or is required to vacate the Premises due to Landlord exercising its right upon Resident's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may re-let the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Resident of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Resident, after the Resident has vacated.

9.5.Early Termination Clause. Provided Resident is not in default under this Lease, if Resident elects to terminate obligations under this Lease Resident must deliver to Landlord, in writing, a notice of your request to terminate this Lease. If Landlord, in its sole discretion, approves Resident request, such notice will be effective sixty (60) days from the day it is received by Landlord. This notice is not effective unless it is accompanied by payment of an early termination fee, which shall be equivalent to one (2) month's rent and is not effective if Resident is in default under this Lease. If Landlord approves the request, such notice and payment will release Resident from further Rent obligations beyond the date the termination is effective. Resident must, however, comply with all other terms of the Lease and the Security Deposit Agreement, including the timely payment of Rent during the sixty (60) day notification period. Resident must leave the Apartment on or before the effective date of the termination. Resident agrees that the early termination charge is a fair and reasonable estimate of the actual damages resulting from Resident's request to terminate the Lease before it expires.

9.5.1. If termination is by abandonment or any other form not expressly approved by Landlord in writing, Resident will be held liable for full payment of the termination fee, which shall be equivalent to one (2) month's rent, and any additional fees mentioned in this Lease plus the outstanding balance of any rents currently owed or which would become due if Resident had not improperly terminated or abandoned the Premises.

9.5.2. If Early Termination is approved by the Landlord, then during the 60 day period, Landlord shall have access to the property in order to show the property to prospective Tenants. Landlord shall attempt to coordinate with Resident times to show the property so as not to inconvenience Resident, but Landlord shall have unfettered access to the property for the sake of showing the property to prospective tenants without Residents approval or permission.

10.Delivery of Apartment. In the event the Landlord is unable to deliver the Apartment to the Resident at the time called for herein, the rent shall be abated on a pro-rated basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay. If the Landlord cannot deliver such possession within 30 days from the beginning of said term, either the Landlord or Resident may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded.

11.Condition of Apartment. The Apartment will be made available by Landlord in a condition permitting habitation with reasonable safety. Resident agrees that he/she has examined the Apartment prior to signing this Lease and agrees that the premises, Apartment, building and the room or rooms of the apartment are in good and satisfactory condition. The Resident shall take good care of the Apartment and fixtures, and except for normal wear and tear, repair or replace any breakage or damage done by Resident, Resident's family or visitors, or agents of the Resident. The Resident shall quit and surrender said Apartment at the end of the term in as good condition as the reasonable use thereof will permit. The Resident shall not make any alterations, additions or improvements in the Apartment without the written consent of the Landlord, and all alterations, additions, or improvements, which may

have been made by Resident, shall be the property of the Landlord, and shall remain upon the Apartment at the termination of the Lease. The Resident shall not install automatic washers or dyers, dishwashers, air conditioners or aerials or like equipment without the written consent of the Landlord. Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Resident agrees to pay the cost for all labor and material for repairs and replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the negligence of the Resident, Resident's family, guests, agents or employees. If there is damage to the Premises by fire, water or other hazard, or in the event of malfunction of equipment or utilities, Resident will immediately notify Landlord. If the damages are such that this Lease can continue, Landlord shall make repairs as needed with reasonable promptness. Rent shall not abate during the period of such repairs.

12.Cleanliness and Orderliness. The Resident shall maintain the Apartment in a clean and neat condition and shall at all times comply with all applicable state and local sanitary laws, codes and ordinances. All trash, garbage and other debris shall be placed in dumpsters or receptacles provided by Landlord. No receptacles, vehicles, baby carriages, or other articles or obstructions shall be placed in the halls or other common areas or passageways. Resident shall properly maintain, use and operate all appliances and electrical, gas and plumbing fixtures.

13.Lockes. Locks shall not be changed, altered, or replaced or added by the Resident without the written permission of the Landlord. Any locks so permitted to be installed shall become the property of the Landlord and shall not be removed by the Resident; the Resident shall promptly provide the Landlord with duplicates of keys to such locks. Any locks that are changed, altered, replaced or added by the Resident without the written permission of the Landlord shall become the property of the Landlord and can be removed by the Landlord without notice.

14.Use of Common Areas. Under no circumstances and at no time shall Resident permit any of the Resident's minor children or minor children who are guests of the Resident to play on the common areas without being accompanied and supervised by an adult member of the family. Resident recognizes that common areas will not be supervised by Landlord and further recognizes that any minor children of Resident or who are Resident's guests will be using the common areas at such children's own risk. Resident agrees to indemnify Landlord and hold Landlord harmless from any liability, expense or claims with respect to any injury or harm caused to any such children while playing on common areas, unless arising from any omission, fault, negligence, or other misconduct of Landlord. Resident recognizes that the Landlord may limit or restrict the use of any common areas by Resident's children or children who are guests of the Resident.

15.Security. It is understood and agreed to by the parties that Landlord does not provide security for the protection of the Residents or their property. Courtesy personnel, if provided, are for the protection of the Landlord's property and may assist during any disturbances encountered on the premises, which are considered to be in violation of a Resident's lease should they become aware of such disturbances. All acts of violence or of a criminal nature should be reported directly to local police department. Resident acknowledges he/she is responsible for taking the necessary precautions to protect himself/herself both inside the Apartment and in the common areas. It is the Resident's obligation to report IN WRITING to management any repairs needed on windows or door locks. Resident is responsible for any damages to the property caused from forced entry.

16.False Application. Resident warrants that the information given in Resident's application for this Lease is true. If any such information proves to be materially false, Landlord may at Landlord's option terminate this Lease.

17.Rules And Regulations. Resident agrees to comply with all rules and regulations now in effect or adopted by Landlord at any time hereafter during the term of this Lease. Landlord shall have the authority to amend any or all rules, regulations and policies at its sole discretion by providing written notice to the Resident. The current set of Rules and Regulations are attached to this Lease.

18.Agency. If any employee of the Landlord's at Resident's request, moves, handles or stores anything, or drives or parks Resident's motor vehicle, then and in every case, such employee shall be deemed Resident's agent, and the Landlord shall not be liable for any loss, damage, or expense in connection therewith.

19.Packages. Resident gives the Landlord permission to accept packages for Resident and Resident's family that are too large to fit into the mailbox or are delivered via UPS, Airborne, Federal Express, or similar services. Resident understand that by signing this form, Resident is releasing the Landlord, its successors, employees, agents, officers and management from any liability regarding damage or theft of any parcels delivered to the office.

20.Entry. The Resident agrees that the Landlord, its agents and servants, shall have the right to enter into the apartment, or any portion thereof, upon 24 hour oral or written notice to Resident, for the purpose of inspecting the same or performing such repairs or maintenance as may be necessary for the safety or preservation thereof. If windows are left open, water is left running, or in case of emergency; Landlord may enter to correct same without notice to Resident. It is understood and agreed that the Landlord or its agent shall have a master or duplicate key for use in the above-mentioned instances.

21.Assignment and Use. The apartment will be occupied only for residential purposes by the Resident listed on the first page, the Resident's children, and any Other Occupants listed on the first page. The Resident shall not assign nor sublet the Apartment or any part thereof without the prior written approval of the Landlord. No additional individuals will be allowed to occupy the Apartment without the written consent of the Landlord. The Resident shall provide the Landlord with a list of the names of Resident's children.

22.Consideration for Others. The Resident agrees not to allow in the Apartment any unlawful activity or any excessive noise or other activity which disturbs the peace and quiet of other tenants and other persons in the building or common areas. Resident understands that he/she is responsible for the conduct of invitees and guests in the Apartment, on the common grounds of the apartment complex and in the building. Illegal, loud, abusive, profane or otherwise disturbing conduct by the family, invitees or guests of the Resident shall be attributable to the Resident and shall constitute a material breach of the terms of this Lease. Resident further agrees that he/she is and shall be liable for any injury or damage done to the Apartment, the building and grounds in which the same are located, or the common grounds of the apartment complex, by the family, guests, or invitees of Resident.

23.Exterior Projections. The Resident shall not exhibit any sign or advertisement or allow any projection or antenna in or out of the windows or exterior of the building or in any place except as permitted in writing by the Landlord. Resident shall only use window shades in the windows approved by Landlord.

24.Parking: The parking lot and all parking spaces contained therein are considered private property of the Landlord and shall not be used by the Resident, or any agent, representative, invitee, guest or an associate of the Resident. Such use, without prior written consent of the Landlord shall be deemed a Trespass and any associated costs of removing the vehicle, such as, but not limited to, towing, shall be the responsibly of the Resident and shall be due within ten (10) days from the date of the expense and shall be deemed additional rent.

24.1.Resident, at Landlord's discretion, can rent from Landlord a parking spot to be used exclusively by Resident or Resident's guests for the monthly fee of \$ _____, which shall be deemed additional rent. Resident shall initial below if Resident chooses to accept or decline the Parking Space offer.

Accept: _____ Decline: _____

25.Casualty. If the Apartment, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution of this Lease and during the term or any extension or renewal thereof, this Lease and said term shall terminate at the option of the Landlord by notice to the Resident. If this Lease and said term are not so terminated, then in case of any such destruction or damage to the Apartment rendering the same or any part thereof unfit for use and occupancy, a just proportion of the rent herein before reserved, according to the nature and extent of the damage to the Apartment, shall be suspended or abated until the Apartment have been put in proper condition for use and occupancy. If the Apartment has not been restored by the Landlord to substantially the former condition for use and occupancy within sixty (60) days after the damage occurred, the Resident may terminate this Lease. If either party gives notice of intention to terminate under this Section, this Lease shall terminate on the last day of the current monthly rental period. The Landlord shall not be liable for any damage, loss or injury to Residents property, or the property of Residents family, guests or invitees.

26. Liability For Loss And Damage. Subject to applicable law, the Landlord shall not be liable for any damage or injury to person or property caused by steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever. The Resident shall cooperate to maintain a safe environment by giving Landlord prompt, written notice of any accident to or defects in the Apartment or any part thereof or in any part of the building or land. The Resident agrees to indemnify and save the Landlord harmless from all liability, loss or damage arising from any waste or nuisance made or suffered on the Apartment by the Resident, Resident's family, or agents or visitors of the Resident or from any negligence of any such person, unless arising from any omission, fault, negligence, or other misconduct of Landlord. Landlord shall not be liable for damage from the loss of property of any kind, which may be lost, stolen, damaged, or destroyed.

27. Resident's Insurance. **RESIDENT ALSO UNDERSTANDS THAT RESIDENT IS RESPONSIBLE FOR OBTAINING APARTMENT INSURANCE FOR THE PROTECTION OF THE CONTENTS OF THE APARTMENT. THE LANDLORD STRONGLY RECOMMENDS THAT RESIDENTS SECURE APPROPRIATE INSURANCE COVERAGE TO PROTECT THE PERSON OF THEMSELVES AND THEIR FAMILY.**

28. Breach or Default. If default be made in payment of any part of the rent after the same becomes due, or in the event of a breach or evasion of any of the conditions of this Lease agreement, or if Resident shall file any petition or make any claim for bankruptcy or insolvency whatsoever, Landlord may terminate this Lease agreement immediately with or without notice to Resident, and the entire rent reserved for the full term of this Lease remaining unpaid shall, at the option of the Landlord, become due and payable at once and may forthwith be collected by legal proceedings without relief from valuation or appraisal laws. Further, upon Resident's failure to pay any installment of rent when due and without demand therefore, or if Resident shall violate any other term of this Lease, all leasehold rights of Resident shall immediately cease and be terminated.

29. Administrative and Attorney Fees. In the event Resident, Resident's family, agents, employees or guests violate any term or provision of this Lease, or the rules and regulations thereof, Resident shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Resident's then current monthly rental, to help defray Landlord's costs incurred in connection with having Resident remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Resident shall pay in addition to the aforesaid Administrative Fee, and not lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Resident shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Resident, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Resident shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment. If Landlord retains a collection agency to assist in the collection of unpaid amounts due under this Lease, Resident agrees to pay, as Additional Rent, all collection agency fees incurred by Landlord.

30. Re-Pay Move-In Specials and Concessions. If Resident leaves before the full term of this lease expires, with the exception of a verifiable job transfer or military transfer, all move-in specials and concessions must be paid back to the Landlord.

31. Vacating the Apartment. Should the Resident voluntarily vacate the apartment in violation of this Lease, or be evicted by legal proceedings or otherwise, the Landlord may reenter and take possession of the apartment. Neither vacating the Apartment nor delivering the keys to the Landlord shall be deemed a surrender of this Lease unless the Landlord expressly accepts the same in writing.

32. Subordination. The Resident agrees that this Lease shall be subject and subordinate to any and all mortgage or liens now or at any time hereafter placed on the property of which the Apartment are part. The Resident shall, when required, promptly execute and deliver such written instruments as shall be necessary to substantiate the subordination of this Lease to said mortgages.

33. Non-Waiver. The failure of the Landlord to exercise any of its rights hereunder or insist upon strict performance of any terms, covenants or conditions of this Lease shall not be construed as a waiver of any such

terms, covenants or conditions, and shall not preclude Landlord from the exercise of any such rights upon subsequent default or breach by Resident. The acceptance of past due rent shall not act as a waiver of Landlord's rights to terminate this Lease for non-payment of rent when due, and no notice or demand shall be required for enforcement thereof.

34. Inconvenience. Landlord shall not be responsible for consequential damages as a result of inconveniences or annoyances from the time Landlord is notified of need for repairs and the time repairs are completed.

35. Joint And Several Liability. If more than one party signs as Resident hereunder, the covenants, conditions and agreements herein of the Resident shall be the joint and several obligations of each such party.

36. Notices. All notices required to be given by Landlord to Resident shall be sufficiently given by leaving the same upon the Apartment, but notices given by the Resident to the Landlord shall be given by certified mail, and as against Landlord the only admissible evidence that notice has been given by Resident shall be certified return receipt signed by Landlord or his agent.

37. Partnership. In the event that the Landlord is a partnership, no partner, general or limited, of such partnership shall be personally liable to anyone under any term, condition or covenant or for any claim or damage or cause at law or in equity, arising out of the occupancy of such Apartment, or the land of the Landlord of which the Apartment are a part or caused by the equipment thereon.

38. Invalidity. If any provision of this lease in whole or in part shall prove to be invalid for any reason, such invalidity shall effect the part of such provision which shall be invalid and no other portion or provision of the Lease shall be invalidated thereby. This Lease shall be interpreted and governed by the State in which the apartment community is located.

39. Merger and Modification. This instrument merges into and contains all the agreements between the parties hereto. Oral representations by the parties are not binding. This provision cannot be waived except by written addendum signed by both parties. Any additions or alterations to this Lease must be in writing signed by both parties.

40. Tenant Has Read Lease. By signing herein, each Resident agrees that he/she has read this Lease in its entirety, understand its terms and signs this Lease as his/her own free act and of his/her own free will.

41. Statute Of Limitations: This Lease is under seal and subject to the twelve-year limitation period of Section 5-102 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

42. Section & Headings: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written

_____(SEAL)
Resident

_____(SEAL)
Resident

14 East Biddle St and 16 East Biddle street LLC, DBA Zahlco Management

By: _____(SEAL)

AUTOMATIC RENEWAL PROVISIONS

LANDLORD MAY, BUT IS NOT OBLIGATED TO, OFFER RESIDENT NOTICE TO RENEW RESIDENT'S LEASE UPON EXPIRATION OF THE LEASE. THE NEW LEASE MAY INCLUDE REASONABLE CHANGES. LANDLORD RESERVES THE RIGHT TO TERMINATE RESIDENT'S TENANCY PURSUANT TO LAW IF RESIDENT DOES NOT ENTER INTO A NEW LEASE. LANDLORD MAY OFFER THE NEW LEASE AT ANY TIME BEFORE THE END OF THE CURRENT LEASE. RESIDENT WILL RESPOND TO LANDLORD'S OFFER, IF ANY, OF A NEW LEASE WITHIN SIXTY (60) DAYS PRIOR TO THE LEASE EXPIRATION. RESIDENT AGREES TO ADVISE THE LANDLORD OF INTENTIONS TO EITHER RENEW THE LEASE BY SIGNING AND RETURNING A NEW LEASE OR TO TERMINATE THIS LEASE BY INFORMING LANDLORD IN WRITING, AT LEAST SIXTY (60) DAYS PRIOR TO EXPIRATION, THAT RESIDENT WILL NOT BE SIGNING THE NEW LEASE. FAILURE TO RESPOND WITH AT LEAST SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO EXPIRATION WILL RESULT IN AN AUTOMATIC TWELVE-MONTH LEASE RENEWAL BASED ON THE NEW TERMS AND CONDITIONS. IF MORE THAN ONE PERSON SHALL BE RESIDENT HEREUNDER NOTICE GIVEN TO BY ANY PARTY SHALL BIND ALL PARTIES. LANDLORD CAN, UPON REVIEW, CHANGE FROM MONTH-TO-MONTH LEASE TO AN ANNUAL LEASE. IF RESIDENT CONTINUES TO OCCUPY THE APARTMENT AFTER THE ENDING DATE OF THE LEASE WITH LANDLORD'S PERMISSION, AND THIS LEASE HAS NOT BEEN RENEWED NOR A NEW LEASE MADE, THIS LEASE SHALL CONVERT TO A MONTH-TO-MONTH TENANCY, AT LANDLORD'S PREVAILING MONTHLY RENTAL RATE WITH ALL OF ITS TERMS AND CONDITIONS REMAINING IN FULL FORCE AND EFFECT. WHEN THE LEASE IS FOR A MONTH-TO-MONTH TENANCY WHETHER BY ITS ORIGINAL TERMS OR AFTER CONVERSION FROM A FIXED DURATION LEASE, RESIDENT AGREES THAT THE NOTICE REQUIRED BY EITHER PARTY TO TERMINATE THE LEASE SHALL BE IN WRITING AND BE GIVEN AT LEAST ONE CALENDAR MONTH PRIOR TO TAKING EFFECT. NOTICE TO TERMINATE MUST BE GIVEN SO AS TO BE EFFECTIVE ON THE LAST DAY OF THE MONTH. LANDLORD MAY CHANGE ANY OF THE TERMS, INCLUDING THE AMOUNT OF RENT OF THE MONTH-TO-MONTH LEASE BY GIVING TENANT WRITTEN NOTICE OF AT LEAST ONE CALENDAR MONTH PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE.

_____(SEAL)
RESIDENT

_____(S E A L)
RESIDENT