

RESIDENTIAL LEASE AGREEMENT (MARYLAND)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[address]
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]
[address]
(the "Tenant")

1. Leased Premises

IN CONSIDERATION of the representations made in the rental application tendered by the Tenant, and the rent reserved herein and the covenants herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the premises situated at *[street address of premises]*, [County] County], Maryland (the "Premises"), subject to the terms and conditions hereinafter set forth.

2. Term

The duration of this Lease shall be for a fixed term, commencing at 12:00 noon on the ____ day of _____, _____ and terminating at 12:00 noon on the ____ day of _____, _____ (the "Term").

3. Rent & Other Monthly Charges

The total rent due under this Lease is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$###.##) payable in ____ monthly installments of \$###.## per month to be made on the first day of each month. All rent payments are due on the first (1st) day of each calendar month during the Term of this Lease. Rent payments shall be paid by one check, [pre-authorized debit] or money order per month. Cash will not be accepted under any circumstances. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address set out on the face of this Lease, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rent payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1st day of the month. If any rent payment is hand delivered to the Landlord, the Tenant should request a receipt from the Landlord as confirmation.

4. Dishonored Check Fees

In each instance that Tenant presents a check to Landlord for rent or any other amount due under this Lease is dishonored by Tenant's bank for insufficient funds, "stop payment" or any other reason, a service charge of \$###.## will be assessed.

5. Late Charges

If Tenant fails to pay the rent in full within ____ days after the same becomes due, Tenant will be assessed a late charge of 5% of the rental payment. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date that the same is due.

6. Prorated First Month's Rent

The prorated rent from the commencement of this Lease to the first day of the following month is \$###.##, which amount shall be paid at the execution of this Lease.

7. Rent Increases

In the event of a rent increase, Tenant shall be given notice thereof pursuant to the applicable state laws and/or statutes.

8. Security Deposit [NOTE: not to exceed 2 month's rent]

Tenant has deposited with Landlord the sum of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$###.##), receipt of which is hereby acknowledged, which is to be held as collateral security and applied on any rent, charges or unpaid utility bills which remain due and owing at the expiration or earlier termination of this Lease, any extension thereof or holding over period, or applied to any damage to the Premises caused by Tenant, Tenant's family, pets, guests or invitees, or other damaged suffered by Landlord as a result of a breach by Tenant of any covenant, term or provision of this Lease. Tenant may not apply the security deposit, in whole or in part, to outstanding rent or to the last month's rent. In the event that any part of the security deposit is used during the Term hereof by Landlord in accordance with this Lease and applicable State law, Tenant shall, upon delivery of notice by Landlord, immediately deposit with Landlord the amount so applied so that the Landlord shall have the full deposit on hand at all times during the Term hereof, and any renewal or holding over period. Landlord acknowledges receipt of the security deposit which shall be deposited in an escrow account and which deposit shall be made within thirty (30) days after receipt of such funds in a banking or savings account system within the State of Maryland and which account shall be devoted exclusively to security deposits. Upon written request from Tenant, Landlord shall promptly provide Tenant with a written list of all pre-existing damages. Such request must be made within fifteen (15) days of the Tenant's occupancy. Within forty-five (45) days after the expiration or earlier termination of this Lease, Landlord shall return the deposit to Tenant together with simple interest at the rate of four (4%) percent per annum, less any damages. Interest shall accrue at six (6) month intervals from the date Tenant provides Landlord with the security deposit. If Landlord applies any portion of the security deposit, Landlord shall also provide Tenant with a written accounting of how such portion was applied. In the event of a sale of the property on which the Premises is situated or the transfer or assignment of this Lease by Landlord, Landlord shall have the right to transfer the security deposit to the transferee, and Landlord shall be released from all liability for the return of the security deposit, and Tenant shall look solely to the transferee for the return of the security deposit. In the event of any rightful or permitted assignment of this Lease by Tenant to any assignee or sub-lessee, the security deposit shall be deemed to be held by Landlord as a deposit made by the assignee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Premises, provided that Landlord notifies Landlord by certified mail fifteen (15) days prior to the date that Tenant vacates the Premises of Tenant's intention to move, date of moving and forwarding address. Upon receipt of such notice, Landlord shall notify Tenant by certified mail of the time and date when the Premises are to be inspected, such inspection date to occur within five (5) days after the date on which Tenant vacates the Premises, as set out in Tenant's notice to Landlord of same.

9. Possession at Commencement of Term

Tenant shall not be entitled to possession of the Premises hereunder until the security deposit and first month's rent (or prorated portion thereof, if applicable) is paid in full and the Premises has been vacated by the previous tenant. If Landlord is unable to deliver possession of the Premises to Tenant on or before the commencement of the term of this Lease due to holding over by another tenant, Tenant's right of possession hereunder shall be postponed until the Premises are vacated by the tenant holding over, and rent hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly instalment for each day that Landlord is unable to deliver possession. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event that Tenant, for any reason whatsoever, is unable to enter and occupy the Premises.

10. Occupancy & Use of Premises

Occupancy of the Premises is limited solely to the individuals listed below: *[list all adults and children who will be living in the premises]*

Initials: _____

If individuals other than those listed above are found residing at the Premises for more than ____ days without prior written approval by the Landlord, the Landlord may at its sole discretion terminate this Lease and pursue eviction of the Tenant and all other occupants of the Premises.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

11. Utilities & Services

Tenant shall pay all gas, electric, water, sewer, fuel charges, refuse collection, telephone, cable television, internet access and any other utilities for the Premises as and when the same become due, and shall make all required deposits and pay installation charges therefor. If Tenant contracts for telephone service at the Premises, Tenant agrees to obtain interior wire service insurance from the local phone company. Tenant agrees to furnish Landlord with a receipted water bill for the Premises at the expiration or termination of this Lease or any extension or renewal thereof. In the event that refuse collection for the Premises is billed to Landlord by the applicable jurisdiction in the Real Estate Tax bill, Tenant shall pay for the refuse charge reflected in said tax bill and any subsequent increases during the term of this Lease. Payment of same shall be made when demanded by Landlord.

12. Appliances & Furnishings

The Landlord shall supply the following appliances, window coverings, carpets and/or furnishings:

[list]

THIS IS A 16-PAGE DOCUMENT.

Initials: _____