



Pointer Ridge Management

Lease Agreement

This lease made on _____ (Month, Day, Year), whereby Pointer Ridge Management, LLC, hereinafter referred to as **Landlord**, acting as Agent for _____ (Property Owner), does hereby lease unto _____ those individuals listed below, hereinafter referred to as **Tenant**, for the leased property known as _____ for a period starting on _____ (Start Date of Lease) and ending on _____ (Date of Initial Term) at the annual rental amount of \$ _____ (Yearly Rental Amount), for said Term, is payable in equal monthly installments of \$ _____ in advance, without notice, deduction, setoff, or demand, on the **first day of each month**, plus if applicable the sum of \$ _____ as “pro-rata” rent for the period of _____ (Date of Move In) to _____ (Date of 1st Initial Month End).

Rent is due the first day of each month and shall be deemed late if not received on the fifth day of the month. A late charge of 5% shall be applied to late rent.

Tenant(s) acknowledge the Resident Benefits Package Fee of \$50 per month as outlined in Addendum 2.

This lease shall continue on a month-to-month basis upon the lease termination date above unless a 60-day notice is given by the Landlord or Tenant. Landlord or Tenant shall give 60 days’ notice by postal or electronic mail of the Landlord’s or Tenant’s intention not to renew this lease.

TENANTS, OCCUPANTS AND COSIGNERS:

List all persons of age 18 or older who will occupy or cosign for the property.

<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LANDLORD AND TENANT AGREE TO THE FOLLOWING REGARDING DEPOSITS:

1. **SECURITY DEPOSIT:** The Security Deposit required for possession of this property/unit is \$_____ to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein and governed by the State of Maryland laws. The security deposit required is two times the monthly rent. Additionally, a refundable pet deposit in the amount of \$_____ per pet has been received.

The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of Lease or for damage to the Premises by the Tenant, Tenant's family, agent, employees, social guests and pet(s) in excess of ordinary wear and tear. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. Tenant may not use security deposit as rent and must not apply to the last month's rent. In the event of a sale of the Premises by Landlord, the Landlord shall have the right to transfer the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee.

SECURITY DEPOSIT ALTERNATIVE: Landlord has accepted the surety bond by Tenant(s). In lieu of a traditional security deposit, the Tenant(s) have elected to instead use a third-party surety bond product which is paid by the tenant directly to the insurer in installments or lump sum. These are non-refundable fees which are routinely cheaper than a traditional security deposit and which cover much more. Tenant(s) are required to maintain coverage for the entirety of the lease and must renew their policy prior to a lease renewal. Failure to maintain this coverage is a breach of lease. Failure to renew the policy will result in a non-renewal of the lease. Tenant must maintain coverage of two times the monthly rent.

2. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of the Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.
3. **REPORTING CHANGES:** If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
- Any household member moves out of the unit.
 - Any new person moves into the unit
 - Changes to income that may cause a delay in making on time rental payments
4. **BANK RETURNED CHECKS:** Rent payment made by check which does not clear the bank costs the Landlord additional expense for bookkeeping and clerical services and that, therefore, Tenant will pay to Landlord THIRTY-FIVE (\$35.00) DOLLARS for each such bank returned check. The Landlord normally does not accept personal checks. If payment is returned for insufficient funds, no further check payments will be accepted.

5. **DEFINITION OF RENT:** All payments from Tenant to Landlord required under the terms of this Lease, including but not limited to the monthly installment of rent as described on page one as well as late fees, court cost, repair costs, and any agreed upon fixed payments shall constitute rent.
6. **ADMINISTRATION AND ATTORNEY FEES:** In the event Tenant, Tenant's family, agents, employees or guest violate any term or provision of this Lease, including the obligation to pay rent when due, or the rules and regulations thereof, Tenant 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 10% of Tenant's then current monthly rental to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than 33% for said judgment.
7. **TENANT AND LANDLORD MAY MEDIATE DISPUTES:** In the event a dispute between the Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to meditation through the local board/association of Realtors, the Maryland Association of Realtors, or through such other mediator or mediation service as may be mutually agreed upon Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.
8. **WAIVER:** The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or exercise any option herein contained, shall not be construed as a waiver of such covenant rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.
9. **OBSERVANCE OF RULES AND REGULATIONS:** The Tenant, Tenant's family, employees, agents and guest, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt. It is further agreed that the Landlord may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.
10. **LEASE VIOLATIONS:** (i) If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's family, employees, agent or guest violate any provisions of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the

rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, cost incurred in reletting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), heat, gas, and electricity cost for the Premises while same remains vacant, and cost incurred in redecorating the Premises. In the event Tenant does not timely pay rent, Landlord may, in addition to any other remedies available by law or pursuant to this Lease, distrain for same. (ii) Any false representations in Tenant's Lease Application concerning Tenant's household composition and/or income which wrongfully qualify Tenant for the subsidy or tax credit benefits of the Premises shall constitute a material and substantial breach of this Lease. In such event, Landlord may terminate this Lease upon thirty days' written notice to Tenant. Tenant shall be liable to Landlord for any losses, including reasonable actual attorney's fees, incurred as a result of such misrepresentations. If Tenant request to have lease terminated before the expiration date, a charge will be applied to the Tenant as a Lease Breakage Fee, equal to two months' rent, unless Tenant is able to secure another Tenant to become a lease holder.

11. **NOTICE TO QUIT:** If Tenant (i) fails to pay rent in accordance with the terms of this Lease, (ii) leaves the Premises, or (iii) violates any covenant, term, or condition of this Lease, Landlord may terminate this Lease and Tenant's occupancy of the Premises without any requirement to deliver to Tenant a notice to quit. **TENANT HEREBY EXPRESSLY WAIVES ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT LANDLORD TERMINATES THIS LEASE DUE TO TENANT'S FAILURE TO PAY RENT OR TENANT'S ABANDONMENT OF THE PREMISES.**
12. **HOLDOVER TENANCY:** If Tenant continues to occupy the Premises, without Landlord's consent, after expiration or termination of the Lease, Tenant shall be deemed to be a holdover tenancy and shall be required to pay rent equal to the lesser of (i) one hundred fifty percent (150%) of the monthly rent that Tenant was required to pay immediately prior to the termination date of the Lease, or (ii) the maximum amount of rent permitted by law. Such rent shall be prorated for any partial months of Tenant's occupancy of the Premises as a holdover tenant. During the period of any holdover tenancy, Tenant shall keep and fulfill all of the terms and conditions of this Lease.
13. **LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Upon reasonable notice to Tenant, Landlord, or any agents assigned by Landlord, has the right to enter the Premises at any time by master key or, in the case of emergency, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore, or damages by reason thereof.
14. **PROPERTY INSPECTIONS:** Landlord reserves the right to inspect the property quarterly to ensure compliance with lease terms.
15. **SHOWING OF PROPERTY FOR RENT OR SALE:** During the last 30 days of the Lease, or any renewal thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of 9AM to 6PM daily. Landlord shall give Tenant reasonable notice of showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by

Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

16. **RE-ENTRY OF PREMISES:** In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant'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 Tenant 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 Tenant, after the Tenant has vacated.
17. **ABANDONMENT:** Abandonment of the Premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings from the Premises.
18. **REPAIRS:** Tenant shall be responsible for the repairs, maintenance or replacement of any damage to the Premises, its equipment and appliances, which results from negligence or misuse by Tenant, his or her guests or occupants. All repairs or maintenance work made to damages by Landlord that are deemed at fault by Tenant, Tenant shall be charged for repairs or maintenance work as additional rent. Landlord may require a down payment of funds or apply a service charge to Tenant prior to making repairs that are deemed Tenant damage. Additionally, Tenant shall be required to pay a repair deductible of \$50 on all repairs, if a warranty is in place.
19. **TENANT'S AND LANDLORD'S RIGHT IF DAMAGE TO PREMISES:** In case of damage to the Premises (a) by fire, "Act of God", or public enemies and the property is rendered totally uninhabitable or (b) the Property is partially damaged or destroyed and Landlord, upon written notice to Tenant, elects not to repair such damages or destruction, the tenancy created shall immediately cease and Tenant shall only be liable for all rent to the date of damage or destruction. If, however, the Property is partially destroyed or damaged and the Landlord elects to repair such damage or destruction, then the Landlord shall restore the Property to the same condition as existed immediately before such occurrence without unreasonable delay and the rent under Lease shall not be subsided and the Lease shall remain in effect. Tenant's family, employees, agents or guests, the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of the Landlord, shall remain uninhabitable; but if the Premises are so damaged that the Landlord shall not complete any repairs, the lease will become null and void from the date of damage.
20. **INTERRUPTION OF SERVICE:** The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, 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, upon written notice to Tenant, 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.
21. **HEIRS AND ASSIGNS:** This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the successors and assigns of the Landlord and the

heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 30 of this Lease.

22. **CONDITION OF PREMISES:** The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. Tenants shall be responsible for maintenance as follows:

MAINTENANCE	RESPONSIBLE PARTY:
a. Lawn care	
b. Cleanliness	
c. Extermination	
d. Snow removal	
e. Furnace Filter Replacement	

23. **EXCLUSIVE USE:** In all single unit dwellings, tenant has exclusive use rights to the interior and exterior of the residence and may disregard the remainder of this paragraph. In any dwelling that is two units or more, the right to utilize certain areas is either assigned to one specific unit or not at all. In regards to this agreement, tenant has the following exclusive rights:

LOCATION	AUTHORIZED USER(S):
a. Front yard	
b. Front porch	
c. Rear yard	
d. Rear porch/deck/patio	
e. Driveway parking	
f. Vehicle garage	

24. **EXISTING DAMAGES:** Upon Tenant shall, within seven (7) days of occupancy, provide Landlord a written list of all existing damages within the Premises. Otherwise, the Tenant deems the property to be in good repair and habitable condition with no defects or damages to the property.

25. **UTILITIES:** The obligations of Landlord and Tenant with respect to the costs of provisions of utilities shall be as follows:

UTILITY	FURNISHED AT COST OF:	PERCENTAGE OF BILL:
a. Cable TV/Internet		
b. Cooking Fuel		
c. Electricity		
d. Gas		
e. Water/Sewer		

26. **VEHICLE PARKING:** Tenant shall not park any vehicle in any space on Landlord’s property which is designated as a no-parking area. If Tenant does park in a prohibited area, Landlord may, at its sole discretion, tow and store Tenant’s vehicle at Tenant’s risk and expense.

27. **PAYMENT OF RENT:** Except as may otherwise be required by law, all rental payments made by Tenant to Landlord shall be by certified funds, money order, or electronic funds transfer (EFT). NO CASH and the Landlord will not pick up rent from any location. Landlord reserves the right to revoke EFT option if Tenant has payment reversed for insufficient funds. Rent may be paid by:

Online Account: www.PointerRidge.com Property Portal. This is your online account. See last page for more information.

Delivered or Mailed To: Pointer Ridge Management, LLC
PO Box 38421, Baltimore, MD 21231

Tenant’s
Initials

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28. **ASSIGNMENT & SUBLETTING:** Tenant shall not assign this Lease or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by persons other than those authorized by this Lease Agreement and Tenant’s Lease Application, nor use or permit the Premises to be used for any purpose other than that of a private dwelling.

29. **NOISE & BEHAVIOR:** Tenant, Tenant’s family, employees, agents or guests shall not make or permit any unseemly or disturbing noises or conduct; nor do or permit any illegal or immoral conduct, including, but not limited to drug-related criminal activity, or obstruct or interfere with the rights, comforts or convenience of other Tenants or Landlord, nor unreasonably interfere with the management of the premise by Landlord. Tenant will not knowingly permit to enter Premises or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice. Tenant will maintain the Premises in a neat, clean and sanitary condition.

30. **ALTERATION TO PREMISES:** Tenant shall Leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, **without written permission of the Landlord**, make any alterations, additions, or improvements (including painting and papering) to the Premises. Any alterations, additions or improvements of a permanent nature which may be made to the Premises shall be the property of the Landlord and shall remain with the Premises.
31. **SURRENDER OF PREMISES:** That if the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.
32. **WAIVER OF BREACH:** Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.
33. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damages, or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed negligence, etc. on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.
34. **CONDEMNATION:** That in the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.
35. **INDEMNIFICATION:** (i) Tenant indemnifies and saves Landlord harmless from all liability, damage or expense incurred by Landlord as a result any breach of lease by Tenant, his or her guest or invitees or as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so. (ii) Tenant indemnifies and saves harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guest, agents or employees of the Tenant.
36. **PREJUDGMENT INTEREST:** If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at rate of six percent (6%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.
37. **NOTIFICATION OF DEFECT:** Tenant shall promptly notify Landlord of any defect, problem, or required repair, but shall not order such repairs on or about the Premises without Landlord's prior consent. EMERGENCY REPAIRS WILL BE ADDRESSED WITH 24-48 HOURS OF

NOTIFICATION. EMERGENCY REPAIRS ARE DEFINED AS THOSE THINGS THAT IMMEDIATELY THREATEN THE HEALTH, SAFETY AND WELL BEING OF THE TENANT, TENANT'S FAMILY, OR OTHER SOCIAL GUEST. EMERGENCY REPAIRS INCLUDE THE FOLLOWING:

- Total loss of electric power isolated to the Premises, but not the neighborhood
- Loss of heat (Ensure windows are closed when heater is on)
- Loss of cooling (Note: your HVAC is working if the thermostat is cooler than the outside air temperature.)
- Damage to the ceiling and roof such that the interior of the Premises is exposed to the outside.
- Loss of ability to flush toilet; toilet overflowing or leaking sewage of sole toilet
- Structural damage to the walls, ceilings or floors that might result in collapse.
- Fire
- Leaking of Gas, Heating Oil, burst pipes

Call 911 immediately in the event of an emergency such as fire, gas leak, medical assistance, criminal activity and any situation requiring the assistance of the fire department, police or medical personnel.

ALL OTHER REPAIRS SHALL BE DEEMED NON-EMERGENCY AND WILL BE ADDRESSED WITHIN 14 BUSINESS DAY FROM THE RECEIPT OF NOTIFICATION. ALL EMERGENCY OR NON-EMERGENCY REPAIRS MUST BE SUBMITTED TO THE LANDLORD OR AGENT VIA PHONE CALL, EMAIL OR TENANT PORTAL. Any unauthorized repairs shall be at Tenant's expense and liability. Tenant hereby expressly agrees to limit or restrict any activity on the Premises that could cause further damage or injury to any defect, problem, or required repair until such time as proper corrective action can be taken.

38. **TENANT SELF SERVICE:** In the event Tenant performs any repairs on the Premises, Tenant warrants that such activity will be undertaken only if Tenant is qualified to competently perform such activity. Tenant shall be liable for any mishaps or accidents resulting from such work, and shall hold Landlord harmless from any claim or liability resulting from such work. No costs of repairs shall be deducted from rent without Landlord's written consent.
39. **LEAD-BASED PAINT: A: FEDERAL LEAD-BASED PAINT 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 Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease. **B: AGE CLASSIFICATION OF PROPERTY:** Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warrant and representation, that:

The Federal Program(check 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 (check one)

The Property was built prior to 1978; the Maryland Program applies.

__The Property was built during or after 1978; the Maryland Program does not apply.
Age Classification Unknown (check if applicable)

__Landlord is uncertain as to age classification, therefore, Landlord 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 1978 , and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

C: ACKNOWLEDGEMENT: Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges 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 Against Lead In Your Home" brochure. 2. Under Maryland Law (The Maryland Lead Poisoning Prevention Program) a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment b. The EPA "Protect Your Family Against Lead In Your Home" brochure (the same brochure as in 1.a.)

40. **SMOKE ALARM INSTALLATION AND MAINTENANCE:** *Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with 9-101 through 9-109 of Public Safety Article of the Annotated Code of Maryland. NOTICE: Local jurisdictions may have additional requirements.* Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgement of notification and shall repair or replace the smoke alarm within 5 calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the negligence or deliberate act of misuse or abuse by Tenant, any resident of the Property, or agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for that collection of such costs as Landlord has for nonpayment of rent.

41. **CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE:** Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors in accordance with state or local law. Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord

harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such cost as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent. **NOTICE: Some local jurisdictions require Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit. If the Property is located in a jurisdiction that requires Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit, Tenant should initial the Tenant Certification.**

TENANT CERTIFICATION: I hereby certify that I am an adult and that I have received from Landlord written information concerning the manufacturer's recommendation for maintenance and testing of the carbon monoxide detector(s). _____ / _____

TENANT'S INITIALS

42. **FURNACE FILTERS, REFRIGERATOR FILTER AND LIGHT BULBS:** Tenant is responsible to change furnace filters quarterly and upon receipt of furnace filter that is delivered to the premise as part of a Resident Benefits Package. The only exception is on a multi-unit property where the tenant does not have access to the furnace or on certain systems that do not require a furnace filter. Refrigerator filter replacement shall be the sole responsibility of the tenant along with the purchase and changing of lightbulbs.

43. **RENTERS AND LIABILITY INSURANCE REQUIRED:** Tenant, at its sole cost, shall purchase renter's insurance providing for liability (bodily injury and property damage) coverage with a limit of not less than \$100,000.00 per occurrence. The policy must have Pointer Ridge Management listed as the Additional Interested party with an address of PO Box 660121, Dallas, TX 75266. The landlord's property insurance does not cover the personal belongings of the tenant. Tenants may choose an insurance carrier. **Landlord reserves the right to force-place liability insurance on the tenant and charge the fee as rent.**

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44. **RULES AND REGULATIONS:** The Rules and Regulations attached hereto, as amended from time to time, are hereby made a part of this Lease Agreement.

45. **APPLICATION OF RENT:** Any and all payment will be applied first to past due amounts for security deposit, Resident Benefits Package, late charges, repairs charges, attorney fees, court charges, utilities, pet fees and any other charges owed by the tenant, and then applied to current charges. Any outstanding balance thereafter will be considered rent.

46. **SECTION HEADING AND NUMBERS:** Sections Headings and Sections 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.

47. **NOTICES:** All notices from Tenant to Landlord shall be sent preferably via email or by Certified Mail, return receipt requested, and addressed to Landlord at:

Pointer Ridge Management, LLC
PO Box 38421, Baltimore, MD 21231

All notices from Landlord to Tenant shall be delivered via email, personally to the Premises, or sent by First Class or Certified Mail, addressed to Tenant. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

48. **AGENCY:** If any employee or agent of Landlord at Tenant's request, moves, handles, or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee or agent shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith. Pointer Ridge Management, LLC is an Agent of the Landlord. If our services are terminated, this agreement is still binding, however Pointer Ridge Management, LLC will notify the Tenant of any changes in writing immediately.
49. **SUBORDINATION OF LEASE:** This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate, also, to any extension, renewal, modification, replacement, or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. However, the Tenant, promptly upon the request of the mortgagee under any such mortgage or any trustee or beneficiary under any such deed of trust, shall execute, acknowledge and deliver such further instrument of subordination, in recordable form, as such mortgagee, trustee or beneficiary may require. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the Tenant of such successor in interest. The Tenant, promptly upon the request of any such successor in interest, shall execute, acknowledge and deliver such instrument or instruments confirming the attornment provided for by this Section, as such successor in interest may require.
50. **SEVERABILITY:** If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.
51. **ENTIRE AGREEMENT:** The Landlord has made no promises or representations outside of this Lease Agreement and it is agreed that this Lease can be changed only in writing. Tenants have read or have had this agreement read to them, understand same, have received a copy of this agreement, and both landlord and tenant hereby accept and agree to be bound by all the terms and conditions set forth.
52. **ACTIVE MILITARY DUTY:** In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this Lease, and Tenant receives a "change of assignment",

Tenant's liability to pay rent may not exceed: (1) any rent or lawful charges then due and payable plus 30 days' rent after written notice and proof of change of assignment is given to the Landlord and (2) the cost of repairing damage to the premises caused by an act or omission of Tenant.

53. PETS/SERVICE ANIMALS:

A: PETS: Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by the said pet including, but not limited to, odor and property damage.

Tenant is authorized to have pets: YES__ or NO __
#ALLOWED__ TYPE OF PET(S)_____WEIGHT_____

B: SERVICE ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property and shall have access to the rental facility and all other related structures in accordance with applicable laws. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property of facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal: YES__ or NO __
#ALLOWED__ TYPE OF SERVICE ANIMAL(S)_____

54. NO SMOKING INSIDE OF THE PREMISES: Under no circumstance shall Tenant, Tenant's guests, or anyone associated with the Tenant smoke any substance of any kind inside the premises that emits or discharges an odor without signed and written authorization of Agent. This includes, but is not limited to tobacco, marijuana, vapes, cigarettes, cigars, pipes, illicit drugs. The possession of a medical cannabis card does not grant permission to smoke indoors. A violation of this provision is a material breach of lease and may result in an eviction.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Property Manager Date

LEASE AGREEMENT

RULES AND REGULATIONS

TENANT AGREES **NOT** TO:

1. **PETS:** Keep any pets in or about the Premises without the written permission of the Landlord.
2. **APPLIANCES:** Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises without prior written consent of the Landlord.
3. **WATERBEDS:** Keep any water-contained furniture in the Premises.
4. **ELEVATORS:** Utilize passenger elevators (if any) for baby carriages, bicycles, etc.
5. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises.
6. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color paint within the Premises from that utilized by the Landlord.
7. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
8. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord Sixty Dollars (\$60.00) for reimbursement of the cost of changing or re-keying the locks.
9. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, in elevators (if any), lawn areas or other common areas of the unit.
10. **CARPETING:** Install wall to wall carpeting without the prior written consent of the Landlord. Tenants shall not iron nor place any other heated appliances or materials, including, cigarettes or matches, upon any carpet. Burn marks on the carpet shall give Landlord the right to replace all or part of any carpet at Tenant's expense.
11. **APPLIANCES & UTILITIES OBSTRUCTIONS:** Misuse or overload appliances or utilities furnished by the Landlord. Clothes washing machines and dryers, if provided in a unit, are to be used in accordance with manufacturer's recommendations. Appliances found to be in need of repair due to Tenant's neglect, including damages due to overloading, unbalanced loads of wash and failure to clean filters, will be removed or repaired, at a minimum charge to the Tenant of Sixty Five Dollars (\$65.00) plus the cost of repair parts, at Landlord's discretion. If an outside service provider is required, these additional charges will be passed on to Tenant.
12. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
13. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises.
14. **WIRES AND ANTENNAS:** Install any wire, cable, antenna or satellite dish for radio, television or other purposes in or on the Premises.
15. **FIRE OR INSURANCE RISK:** Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.
16. **LITTER:** Litter or obstruct the public halls or grounds.
17. **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated. Tenant further covenants and agrees not to use the Premises, or permit other persons to use the Premises, for any improper, illegal, or immoral purposes. The sale, distribution, or possession of illegal, dangerous, or prohibited drugs or drug paraphernalia

TENANT AGREES TO:

1. **GARBAGE & RUBBISH:** Place Tenant's garbage and rubbish for disposal only as the Landlord directs. Personal trash cans must have tight fitting, secure lids. Small trash should be placed in the designated location no earlier than the night before pick up or in accordance with local ordinance. Bulk trash pickup must be scheduled with the City of Baltimore or applicable County. Because trash is a serious problem in the community and the City of Baltimore or applicable County issues fines for improper disposal of trash, the Landlord reserves the right to assess Tenant for any fines received for improper trash disposal, when it can be identified that Tenant has placed trash out early or in an improper container. These fines are no less than Fifty Dollars (\$50.00) per occurrence.

TENANT AGREES TO MAINTAIN TRASHCAN PROVIDED BY THE CITY OR COUNTY OR TO COMPENSATE THE LANDLORD FOR A LOST, STOLEN OR MISPLACED TRASH CAN. TRASHCAN SERIAL # IS _____.

Tenant's
Initials

Tenant's
Initials

Tenant's
Initials

Tenant's
Initials

Tenant's
Initials

2. **USE OF FACILITIES:** Use all facilities which Landlord provides for Tenant's comfort, such playground equipment (if any), laundry (if any), parking areas and storage areas (if any), solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. The Landlord may revoke use of any of these facilities without affecting the remainder of this Lease.
3. **STORAGE AREAS:** Only utilize such storage areas, if any, which are assigned to Tenant and shall allow Landlord to enter any storage area improperly utilized by Tenant and to remove the contents thereof and to dispose of or store the same at the expense and risk of the Tenant. Tenant will provide a lock for the storage area utilized by Tenant. Furnace and mechanical rooms are not to be used as storage areas. It is a fire hazard to place anything in these rooms. As such, Tenant is strictly prohibited from doing this. Upon the discovery of any items placed in these rooms, Landlord may remove the items and fine Tenant Twenty-Five Dollars (\$25.00) per incident.
4. **CONDITION OF PREMISES:** Keep the Premises in a neat, clean, good and sanitary condition.
5. **BALCONIES AND PATIOS:** Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.
6. **WINDOWS:** Use only those awnings, screens, shades or blinds provided by the Landlord, unless Landlord provides its written consent.
7. **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS:** Tenant agrees to periodically test the smoke detector in the Premises and to report any malfunction promptly to the Landlord. Tenants have sole responsibility to pay for and change defective batteries. Tenant agrees to indemnify Landlord from any liability resulting from a defective smoke detector which defects Tenant did not report to Landlord. Tenant agrees not to tamper with or remove smoke and carbon monoxide detectors, unless to do periodic maintenance.
8. **STOVE AND OVEN:** Landlord recommends that the unit's oven and stove be cleaned on a regular basis to avoid the build-up of cooked-on grease and grime. At the end of the Lease, the oven and stove must be clean of all grease, grime and other cooked-on substances. A charge of One Hundred Dollars (\$100.00) will be assessed to Tenant if the oven and/or stove must be cleaned by Landlord or Landlord's Agent to remove hardened substances after the abandonment or surrender of the Premises.

Landlord or Landlord's Agent may also notify Tenant if unacceptable build-up is discovered on the oven or stove during a scheduled inspection of the unit. As this presents a fire hazard, if the area is not cleaned to Landlord's satisfaction within one week, then Landlord will have the right to clean these surfaces and assess a One Hundred Dollar (\$100.00) charge against Tenant.

9. HEATING/COOLING: Tenant must maintain the temperature in the Premises at no less than fifty (50) degrees Fahrenheit (the "Minimum Temperature") at all times during the course of the Lease, whether or not Tenant is in residence. Tenant shall be responsible for all damage, including water damage from frozen pipes, caused by failure to maintain the Minimum Temperature. When the outside temperature drops below ten (10) degrees Fahrenheit, Tenant can help prevent freezing plumbing lines by letting a little water run through one of the faucets.
10. **EXTERMINATION: It shall be the responsibility of the Tenant, after the first 30 days of occupancy, to arrange and pay for the cost of exterminating bugs, pests, insects, vermin and rodents of any single unit building.**
11. KEYS: Tenant shall return keys and any other copies of keys made by Tenant at or before the termination of the Lease. A charge of One Hundred and Fifty Dollars (\$150.00) shall be assessed for failure to return each set of keys in its entirety at the abandonment or surrender of the Premises. If Tenant loses his or her keys, changing the existing keying system or locks on his or her unit and/or requests the locks on his or her unit to be changed, Tenant agrees to pay a charge of One Hundred and Fifty Dollars (\$150.00).
12. LOCKOUT: Tenant shall be responsible to obtain a locksmith for lockout or lost keys after normal office business hours. In the event, Tenant is locked out or key becomes lost and assistance from the agent is needed during normal office business hours, Tenant shall pay a convenience fee of **\$50**. If a replacement key is needed, Tenant shall pay a replacement key fee of **\$5**.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Property Manager Date

Rights of Landlords and Tenants

The Maryland State Bar Association's Public Awareness Committee has prepared this information. It is intended to inform the public and not serve as legal advice.

What is a Lease?

A lease is a contract between the landlord and tenant that gives the tenant the right to possession of the landlord's property under certain terms and conditions. The lease may be verbal, particularly if it is for a short period of time; however the law requires a written lease if the tenancy is for a year or more. Whether required or not, a written lease is always best. If the lease is written, you should never sign it before you have read and understood its contents. Do not sign a lease that is blank or has any blank spaces. The lease, once signed, is the contract between the landlord and the tenant. Verbal promises should not be relied on. You should obtain a fully completed and signed copy of the written lease.

In circumstances where the law requires a written lease, it usually requires that certain provisions be included in the lease, in addition to the address of the property being rented. The lease should at least contain the following information:

- name and address of the landlord
- name and address of the tenant
- length of the lease
- the amount of the rent
- names of the persons who may occupy the unit
- the amount and nature of deposits and conditions for the return of deposits
- the dates that rent is due
- the responsibilities of the landlord and tenant for maintenance and utilities
- conditions that will permit the landlord or tenant to terminate the lease before the end of the lease term

Sometimes federal law as well as state and local law may require additional provisions to appear in a lease. If you have questions about a lease, consult an attorney.

Payment of Rent

The tenant pays rent for the possession of the rented property. Leases usually require that the rent be due on a certain date. Sometimes, leases contain provisions for grace periods during which the landlord may elect to waive late charges. However, grace periods usually do not extend the time for payment of the rent. When the tenant fails to pay the rent, the landlord may take legal steps to collect the rent or to remove the tenant for nonpayment.

There are very few times when a tenant may withhold rent because the landlord has not performed an obligation of the lease. However, the tenant may be entitled to withhold rent where dangerous defects exist because the landlord has failed to perform an obligation under the lease, which constitutes a danger to the life, health or safety of an occupant.

Additionally, the landlord should receive written notice of the defect by certified mail and have a reasonable opportunity to repair a defect after receiving notice from the tenant. The landlord may be given notice of housing code violations from the county or city housing department which would entitle the tenant to withhold rent for conditions dangerous to the health, life or safety of an occupant.

Security Deposits

The law permits the landlord to collect a security deposit. This deposit usually may not exceed two times the monthly rent. In federally subsidized housing, the security deposit usually may not exceed \$50. It protects the landlord from damage to the leased unit caused by the tenant or rent owed by the tenant.

The landlord is not required to use the security deposit for rent while the tenant still occupies the property, nor is the tenant responsible for damage to the property due to ordinary wear and tear.

When the tenant first moves into the rental unit, the tenant should make a list of damages that exist at that time in writing and send a copy to the landlord. When the tenant moves out, the landlord will inspect the property to determine whether any damage was incurred during the lease. The tenant may be present at the inspection if they advise the landlord by certified mail that he or she is going to move, the date of the move and the new address. The tenant's notice must be mailed at least 15 days before the moving date. The landlord must notify the tenant by certified mail of the time and date that the rental unit is inspected. This date must be within 5 days before or after the moving date of the tenant.

Within 30 days after the tenant moves, the landlord must advise the tenant in writing about any damages that are being deducted from the security deposit. The landlord must return the security deposit, less damages, within 45 days. If a landlord fails to return a security deposit as required by law, the tenant may recover up to three times the amount of the security deposit wrongfully withheld, plus attorney fees, by filing an action in court.

This does not apply where a tenant has abandoned or was evicted from the premises. Special requirements must be met in such cases.

Maintenance of the Property

Unless required by the lease or by state or local law, the landlord is not responsible for maintaining the property, other than to ensure that dangerous conditions do not exist on the property. Local law frequently requires that the property is habitable and that a unit meets certain minimal standards before it can be rented.

If something in the rental unit needs repaired, then the landlord is required to repair it, however the tenant must notify the landlord about the problem in writing.

If the tenant's property is damaged by the landlord's failure to make repairs required by the lease or law, the tenant may file a civil action for damages against the landlord. However, the landlord may not be liable for damage that is beyond his or her control. Tenants may purchase renter's insurance to protect themselves and their property in this situation.

Termination of the Lease

Substantial Breach: The landlord may terminate a lease before its end if the tenant substantially breaches the lease. In order to do so, the landlord must send a notice to the tenant that states the tenant has breached the lease and indicates the landlord wants possession of the rental unit. If the tenant does not move out, the landlord may go to court, ask the court and ask for eviction of the tenant. If the court determines that the breach by the tenant is substantial and warrants the tenant's eviction, the court will issue an order evicting the tenant.

There are cases where the landlord's actions allow the tenant to terminate the lease. Such a case is called a constructive eviction. A tenant should seek the advice of an attorney before attempting to terminate a lease because of the landlord's actions, since the law in this area is complex.

Month-to-Month Tenancies: If a tenant is on a month-to-month lease, and is not federally subsidized, the tenancy may be terminated by either the landlord or the tenant after one month's written notice (Baltimore City). It is illegal for a landlord or tenant to terminate a lease for a retaliatory reason (for example the landlord terminates a lease because the tenant complains about the conditions of the leased property). However, it is not necessary for either the tenant or the landlord to give a reason for the notice under normal circumstances. Where the tenant is federally subsidized, the landlord may terminate the tenancy only if the landlord has a valid reason for terminating the tenancy.

SAMPLE

ADDENDUM NUMBER 1
LIST ANY AGREEMENTS OR EXISTING CONDITIONS IN THIS BLOCK

SAMPLE

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Property Manager Date

ADDENDUM NUMBER 2
ADDITIONAL TENANT FEES



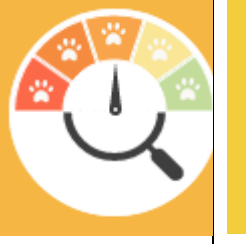


1. **Late Fees.** In the event that Tenant's account balance is not paid in full by 5pm on the 5th day of the month, Tenant's account shall be considered delinquent and late fees and court costs shall begin to accrue in the form of additional rent. The late fee for the outstanding balance is 5%.
2. **Failure to Pay Rent Filing Fee.** When rent is deemed late, Landlord may file a dispossessory action in the jurisdiction in which the Property is located. In the event that a dispossessory action is filed against the Tenant, an administrative fee of \$115, or prevailing rate, will be assessed to Tenant to cover the costs of attorney fees, court costs, and any additional administrative costs to Landlord. Landlord has the right to charge and recover additional attorneys' fees and court costs in the event that Tenant engages in protracted legal proceedings that cause Landlord's actual out-of-pocket legal expenses to exceed this amount. In addition, if any other legal action is necessary in order for Landlord to recover money owed by Tenant, including but not limited to garnishment or fiery facias (FiFa), Tenant will also be assessed for the cost of forms, filing fees, and any other applicable court costs.
3. **Warrant of Restitution Filing Fee.** After Landlord receives judgment for possession of the property and the tenant does not vacate, the Landlord must file in court for a Warrant of Restitution. This filing fee is \$150, or prevailing rate, and is additional rent.
4. **Resident Benefits Package Fee:** Landlord has created a Resident Benefit Package (RBP) to provide multiple benefits to all parties which is mandatory for all tenants. The first \$50 of all rents will go towards payment of RBP. This will be on a separate charge on the rental ledger and the payment will pay for the services rendered to the tenant with a small built in coordination fee for Landlord. The benefits to the RBP are as follows: a) renter's insurance policy to protect you and your belongings b) reporting rent payments to the credit bureaus to help establish, build or increase credit c) participation in a rental rewards program to earn cash prizes to motivate on-time payments d) identity theft protection from AllState e) ability to pay online and set up auto payments f) 24/7 online account access to view files and make requests g) text messaging service to our staff h) 24/7 maintenance hotline and trouble-shooting to resolve situations faster i) utility concierge service to help set up utilities and save you money j) furnace filter delivery service to your door to keep the furnace at optimal performance year round for applicable units. Tenant may utilize their own renter's insurance and the RBP fee will be reduced by the cost of the renter's insurance provided by Landlord. Failure to pay monthly RBP fee is a breach of this lease.
5. **Advertised List Price:** Tenant acknowledges that the advertised list rent amount included the RBP fee of \$50. This is not an additional charge to the above paragraph. Therefore, the RBP fee will be listed each month on the rental ledger and due with rent. The difference of the listed rent price and the RBP fee will be listed as rent.
6. **Water Bill Coordination Fee** When Tenant is responsible to pay water, per Paragraph 22 of this lease, Tenant agrees to pay each bill directly to the Baltimore City Department of Public Works (DPW) either online at [Baltimore City and County Water Bill Payment Site](#) or other method of payment acceptable to the DPW as listed on the water bill. The water bill will be delivered directly to the home within a couple of billing cycles. Until then, Landlord will update the water bill on Tenant's ledger to be paid with rent. If Tenant does not agree to pay directly to DPW or

does not make prompt payment, Landlord will input the utility charge on the Tenant's ledger with a \$20 coordination fee per occurrence. Tenant will be responsible for paying each charge as additional rent. Landlord retains the right to unilaterally require Tenant to pay in the manner of Landlord's choosing if Tenant fails to make prompt payments. Landlord also reserves the right to waive any fees.

7. **Keys:** Tenant shall return keys and any other copies of keys made by Tenant at or before the termination of the Lease. A charge of One Hundred and Fifty Dollars (\$150.00) shall be assessed for failure to return each set of keys in its entirety at the abandonment or surrender of the Premises. If Tenant loses his or her keys, changing the existing keying system or locks on his or her unit and/or requests the locks on his or her unit to be changed, Tenant agrees to pay a charge of One Hundred and Fifty Dollars (\$150.00).
8. **Lockout:** Tenant shall be responsible to obtain a locksmith for lockout or lost keys after normal office business hours. In the event, Tenant is locked out or key becomes lost and assistance from the agent is needed during normal office business hours, Tenant shall pay a convenience fee of \$50. If a replacement key is needed, Tenant shall pay a replacement key fee of \$5.
9. **Online Payment Convenience Fee:** Tenant may pay rent online through Tenant Portal. When tenant pays online with bank account information, Tenant agrees to pay a \$1.50 convenience fee. When tenant pays with a debit or credit card, Tenant agrees to pay a convenience fee of 2.95% of the payment amount plus \$1.00.
10. **Pest Control:** Pest Assurance, powered by Pest Share, is a self-directed, on-demand, pest control service. If service is required, Tenant agrees to pay \$25 per month to Pointer Ridge Management for pest control services.
11. **Pet Deposit and Fee:** Tenant agrees to apply for and register all pets, service animals and also to report not having pets (if applicable) online at <https://pointerridge.petscreening.com/> and to conduct an annual recertification through the same website. This certification must be completed regardless of Tenant having any pet or animal or any assistance animals. Tenant will not be charged when Tenant does not have a pet or has a certified assistance animal. The per pet fee ranges from \$30 - \$100 per pet per month depending on the "FIDO Score", which is determined based on objective factors from PetScreening.com with FIDO Score 5 being the best rating and incurring a charge of \$30 per month per pet and FIDO Score 1 being the worst rating and incurring a charge of \$100 per month per pet. This fee is considered additional rent. The fee may be added or removed during the tenancy if an authorized pet is added or removed from the house, but the deposit remains until termination of tenancy. Unauthorized pets discovered during the lease term will result in a back charge of \$100 per pet per month from the beginning of the lease or last certification that has been approved by Landlord. The FIDO Score will determine the monthly pet fee for the entire duration of the lease without offset to a lower monthly fee. In the event that Tenant does not recertify during the term of the lease, the monthly fee shall be \$100 per pet per month. Multiple pets in the home may have different FIDO Scores and different charges. The charges are outlined below and the FIDO score has been previously provided to Tenant.
 1. **FIDO Score 1:** \$100 per month per pet
 2. **FIDO Score 2:** \$ 80 per month per pet
 3. **FIDO Score 3:** \$ 50 per month per pet
 4. **FIDO Score 4:** \$ 40 per month per pet

5. **FIDO Score 5:** \$ 30 per month per pet

FIDO Score Diagram

				
1 Paw - \$100	2 Paw - \$80	3 Paw - \$50	4 Paw - \$40	5 Paw - \$30

YOUR FIDO SCORE IS: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Property Manager Date

SAMPLE



Pointer Ridge Management

Dear Valued Resident(s),

We're excited to have you join us. Pointer Ridge Management abides by all Equal Housing Opportunity laws.

Below is our contact information:

Mailing: POINTER RIDGE MANAGEMENT, LLC
PO Box 38421, Baltimore, MD 21231
Email: Management@PointerRidge.com
Office: (888) 501-5422
Online: www.PointerRidge.com

You may contact us in the office at any hour of any day for maintenance requests. Our normal staff office hours are Monday - Friday between 9am - 5pm and we are closed on weekends and all federal holidays.

Please consider using our online property portal. This property portal will allow you to pay your rent portion online and communicate requests online. This can save you time and effort from having to deal with the hassles of mailing in checks or money orders. We will create an account for you through the software called Buildium and email you a link to create a password and log in.

Additionally, on the property portal you will be able to access your payment history and view documents such as your lease and lead certificate and much more whether you pay online or not. For this reason we highly encourage you to at least log into the tenant portal.

You can do this all from a computer, tablet or smartphone.

To access this portal, go to www.PointerRidge.com and click on 'Tenant Login' on the top right side of the screen.

We hope that we're able to meet your needs and build a long relationship.

Cheers,

Pointer Ridge Management

