

Samester Apartments

3603 Glengyle Ave., Baltimore, MD 21215
410.764.0080 ** 410.764.2952 (fax)

Samester@FSEcommunities.com
www.FSEcommunities.com

LEASE AGREEMENT

THIS LEASE, made this day «Report_Date», whereby FAIRFAX STATION ENTERPRISES, LLC, Agent for the owner of SAMESTER APARTMENTS, hereinafter referred to as Management, does hereby lease unto «residents_Singleline», hereinafter referred to as Resident, the premises known as «Address_1», Baltimore, MD 21215, hereinafter referred to as the "Premises", for a period commencing on the later of «Lease_Start_Date» or the date Management tenders possession of the Premises to Resident, and ending on «Lease_End_Date» at an annual rental amount of DOLLARS (\$«Rent_Yearly_Amount») payable in equal monthly installments of DOLLARS (\$«Rent_Amount_Numeric») in advance, without notice, deduction, setoff, or demand, on the first day of each month.

This Lease is on the following terms, covenants, rules, and regulations which the Management and Resident agree to keep and perform.

MANAGEMENT AND RESIDENT AGREE THAT:

1. SECURITY DEPOSIT: Management hereby acknowledges receipt from Resident of the sum of DOLLARS («Depositheld_1_Amount»), paid prior hereto, to be held as security for the faithful performance by the Resident of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Resident or the Resident’s family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Management. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Resident shall have the right to be present when the Management, or the Management’s agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Resident notifies the Management by certified mail of the Resident's intention to move, the date of moving, and the Resident’s new address. The notice to be furnished by the Resident shall be mailed to the Management at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Management shall notify the Resident by certified mail of the time and date when the Premises is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Resident's notice. In the event of the sale or transfer of the Premises by Management, the Management shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Management shall be considered released by Resident for all liability for the return of such Security Deposit and Resident shall look to Management’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. The Security Deposit shall not be mortgaged, assigned or encumbered by Resident without the prior written consent of Management and any attempt to do so shall be void.

The Resident shall have a 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 Management and the actual costs, within forty-five (45) days after the termination of the tenancy. The Management shall be further obligated 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. Failure of the Management to comply with Maryland’s Security Deposit Law may result in the Management being liable to the Resident for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney’s fees.

2. DELIVERY DATE OF PREMISES: The Management has not guaranteed a specific delivery date for the Premises, and that the Resident will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Management tenders possession of the Premises to Resident.

3. POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES: If permission is given to Resident to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Management other than the Premises at any time, Resident 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.

4. BANK RETURNED CHECKS: Rent payments made by check which do not clear the bank cost the Management additional expenses for bookkeeping and clerical services and that, therefore, Resident will pay to Management THIRTY-FIVE (\$35.00) DOLLARS for each such bank returned check. If your check is returned for insufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus and applicable fee. The use of a check is your acknowledgment and acceptance of this policy and its terms and conditions.

5. DEFINITION OF RENT: All payments from Resident to Management required under the terms of this Lease and any addenda, including, but not limited to, Court costs, shall be deemed rent.

6. ADMINISTRATIVE AND ATTORNEY FEES: In the event Resident, Resident's family, agents, employees, guests or invitees violate any term or provision of this Lease (other than Section 8), or the rules and regulations thereof, Resident shall pay to

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Management, in addition to any other damages and expenses incurred by Management as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Resident's then current monthly rental, to help defray Management's costs incurred in connection with having Resident remedy such Lease violation. Should Management employ an attorney because of any such violation, the Resident shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Management. Resident shall be liable for such attorney fees whether or not Management institutes legal proceedings. However, where legal proceedings are instituted by Management against Resident, and said proceedings result in a monetary judgment in favor of Management, those reasonable attorney fees for which Resident shall be liable to Management shall not be less than fifteen percent (15%) of said judgment.

7. **WAIVER:** The failure of the Management to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to 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. Management shall not be liable or responsible to Resident for the violation of any covenant, rule or regulation in any other lease by any other Resident.

8. **COMPLIANCE WITH RULES AND REGULATIONS:** The Resident, Resident's family, employees, agents, guests and invitees, 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 Management may adopt. It is further agreed that the Management may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.

9. **LEASE VIOLATIONS:** If any of the representations made in Resident's Lease Application are misleading or untrue, or if Resident, Resident's family, employees, agents, guests or invitees violate any provision of this Lease or any rule or regulation herein imposed, then Management may treat such representation or Lease violation as a forfeiture under the terms of this Lease, with Resident's possession of the Premises terminating on the date specified in Management's notice. Under such circumstances, Management may re-enter and take possession of the Premises by utilizing applicable law. If Resident'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 Resident will remain liable to the Management for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Resident's possession not been so terminated; and shall further remain liable for such other damages sustained by the Management due to Resident's breach of Lease and/or Resident'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, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Resident, pursuant to this Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Resident's proportionate share of advertising expenses shall be computed by dividing Management's total advertising expenses for the rental community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the rental community during that same period of time.

10. **INTERRUPTION OF SERVICE:** The Resident will receive no rent reduction, nor will Management 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 Management's fault, omission, negligence or other misconduct; or due to the inability of Management 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 Management to stop or curtail the operation of said equipment or utilities, Management may do so, but in such case due diligence shall be used to complete the work.

11. **RIGHT OF ENTRY:** Management has the right to enter the Premises at any time by master key or, if necessary, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Management's property, to enforce any provision of this Lease or to show the Premises to prospective future Residents or purchasers without being liable to prosecution therefore, or damages by reason thereof.

12. **RE-ENTRY OF PREMISES:** In the event Resident abandons the Premises or is required to vacate the Premises due to Management exercising its rights upon Resident's breach of Lease, then the Management shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Management'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. Management 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.

13. **ABANDONMENT:** Abandonment of the Premises shall be deemed to have occurred when the Resident has removed the bulk of Resident's furnishings from the Premises or if Management receives a utility cutoff notice for Resident from the utility company.

14. **REPAIRS:** Management shall be responsible for repairs to the Premises, its equipment and appliances furnished by Management, except that Resident agrees to pay the cost for all labor and material for repairs or 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 Resident,

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Resident's family, employees, agents, guests or invitees. In the event Resident fails to give Management prompt notice of the need for repairs, Resident shall be liable to Management for any increased cost of repairs arising out of such failure.

15. **DAMAGE TO PREMISES:** In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Resident, Resident's family, employees, agents or guests), the Management will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Management, shall remain uninhabitable; but if the Premises are so damaged that the Management shall decide that it is not advisable to repair the Premises with the Resident occupying same, this Lease shall terminate and the Resident shall only be liable for rent to the date of damage. If the damage to the Premises is caused by the fault, omission, negligence or other misconduct of Resident, Resident's family, employees, agents or guests, Management may terminate Resident's occupancy of the Premises and Resident shall remain liable to Management for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Resident's possession not been so terminated and shall further remain liable for any other injury or loss incurred by Management as a result of such damage, such liability to include a subrogation claim by Management's insurer.

16. **SECTION HEADINGS AND NUMBERS:** 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.

17. **HEIRS AND ASSIGNS:** This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Management and the heirs, administrators and those assigns of the Resident who shall have been approved in accordance with this Lease Agreement.

18. **NOTICES:** All notices from Resident to Management shall be sent by certified mail, return receipt requested, and addressed to Management at Samester Apartments, 3603 Glengyle Ave, Baltimore, MD 21215 (If no address inserted, mail to Fairfax Station Enterprises, LLC, Attn: Samester Apartments, P.O. Box 396, Fairfax Station, VA 22039.). All notices from Management to Resident shall be delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to Resident at the Premises. If more than one person shall be Resident hereunder, notice given to or by any one of them shall bind all.

19. **AGENCY:** If any employee of Management'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 Management shall not be liable for any loss, damage or expense in connection therewith.

20. **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. 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 Resident automatically, without the necessity of executing any further document, will become the Resident of such successor in interest.

21. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between Management and Resident, and can only be changed in writing, signed by both parties.

22. **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.

23. **UTILITIES:** Unless otherwise specified herein, Resident shall continuously maintain, in Resident's name, gas, electricity and/or oil service (as may be applicable) for the Premises. Charges for utilities used or consumed in the Premises, during the term of this Lease, and any renewal or extension thereof, shall be paid as follows:

	Management Responsibility	Resident Responsibility
Utility		
Electricity	<u>NO</u>	<u>YES</u>
Cooking Gas	<u>YES</u>	<u>NO</u>
Heat	<u>NO</u>	<u>YES</u>
Hot Water	<u>YES</u>	<u>NO</u>
Cold Water	<u>YES</u>	<u>NO</u>
Sewerage	<u>YES</u>	<u>NO</u>
Cable TV	<u>NO</u>	<u>YES</u>
Telephone	<u>NO</u>	<u>YES</u>

For those utilities, the cost of which is the Resident's responsibility, the Resident shall promptly pay all charges for their use or consumption in the Premises, together with all taxes, levies, surcharges, or other charges on, or related to, such utilities. If Resident shall fail to promptly pay, when due, any such charges, taxes, levies or surcharges, the Management, at its option, may pay same for Resident's account, in which event Resident shall immediately, as additional rent, reimburse Management therefore with interest.

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If the Premises are oil heated, Resident agrees to buy heating oil for heat and not use lower grade heating oil which may clog the feed lines, burner or furnace. After initial priming of the burner by Management, Resident agrees to pay to Management the cost of priming the burner if the tank runs dry, as well as the cost of repairs due to the use of lower grade heating oil.

Notwithstanding anything contained herein to the contrary, beginning with the third month following the date upon which Management mails to Resident notice (sent in accordance with Section 18 of this Lease) of its intent to require Resident to pay its pro-rata share of Management's bulk metered utility costs and continuing thereafter during the term of this Lease and any renewal or extension thereof, Resident agrees to reimburse Management, on or before the first day of each calendar month, as additional rent, the Resident's pro-rata share of the cost of such bulk metered utilities paid by the Management during the previous month on behalf of the residents of the apartment community in which the Premises are located.

The Resident's share will be determined as follows: The total bulk metered utility bills paid by the Management during the previous month for the said apartment community will be divided by the total number of rental units in the apartment community. Resident understands and agrees that reimbursement for such utilities will vary monthly depending on the amount of services used, the rates charged by the various utility companies and governmental agencies, and other factors. Management agrees to bill Resident, on or about the 25th of the month, for the amount due from Resident on the 1st of the following month. Management further agrees to make available utility and governmental bills and all calculations determining Resident's pro-rata share in Management's office on the same date the bills are mailed and for seven days thereafter. Until Management exercises its option herein contained, Management shall be responsible for the payment of all bulk metered utility costs referred to in this Section 23.

MANAGEMENT AGREES THAT:

25. **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.

26. **EXISTING DAMAGES:** Upon written request of Resident (sent in accord with Section 18 of this Lease) within fifteen (15) days of occupancy, Resident shall have the right to have the Premises inspected by the Management, in the Resident's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy.

27. **EARLY TERMINATION:** In the event Resident shall elect to terminate this Lease, or any renewal or extension thereof, prior to its expiration date, Management agrees to permit said early termination upon Resident giving to Management one (1) calendar month's prior written notice of Resident's intent to terminate, with Resident agreeing, in writing, to pay to Management an amount equal to two (2) additional month's rent beyond the end of the month in which Resident elects to terminate this Lease (the "Lease Termination Fee"). This offer is contingent upon Resident being current in the monthly rental at the time Resident vacates, and with the Lease Termination Fee being paid prior to such termination date.

RESIDENT AGREES THAT:

28. **VEHICLE PARKING:** Resident will obey all parking and speed regulations which Management may promulgate or post and to park only properly tagged and functioning passenger motor vehicles or trucks (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Management's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Resident shall not use any parking area on Management's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Management. If Resident shall fail to do so, Resident agrees to pay Management, at the rate of \$10.00 per day, for the use of said parking area and does hereby grant to Management a lien on said unauthorized vehicles or other property for the payment of the parking rent, which lien may be enforced by Management in the same manner as such liens may be enforced by garage keepers under the applicable laws of the City/County and State in which the parking area is located and/or Management, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Resident's risk and expense. Resident does hereby further irrevocably constitute and appoint Management as Resident's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Resident in such place or places as Management, in its sole discretion, may deem proper. Any vehicle or other property parked or stored, so as to block or inhibit access to any dumpster or fire lane, will be towed, or otherwise removed, at its owner's risk and expense.

29. **PAYMENT OF RENT:** Resident shall pay the rent at the Management's office or at such other place as may be designated by the Management. Rent will be accepted by the Management during regular office hours. Except as may otherwise be required by law, or by the Management, all rental payments made by Resident to Management shall be by check or money order. No personal checks will be accepted after the fifth day of the month, nor will they be accepted if one (1) such check presented by Resident in a twelve (12) month period is dishonored by Resident's bank.

Should Management employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment of rent, and should such rent be due and owing as of the filing of said proceedings, Resident shall pay to Management the reasonable costs incurred by Management in utilizing the services of said Agent.

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30. **LATE CHARGE:** Resident will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that Resident shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Management's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

31. **APPLICATION OF PAYMENTS.** All payments from Resident to Management may, at Management's option, be applied in the following order to debts owed by Resident to Management; late charges, agent's fees, attorney's fees, court costs, obligations other than rent (if any) due Management, other past due rent other than monthly rent, past due monthly rent, current monthly rent.

32. **OCCUPANCY, ASSIGNMENT & SUBLETTING:** Resident will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Resident and the following additional persons, without the prior written consent of Management, which consent may be withheld in the sole and absolute subjective discretion of the Management, nor use or permit the Premises to be used for any purpose other than that of a private dwelling:

Name	Date of Birth	Sex	Relationship

33. **NOISE and BEHAVIOR:** Resident will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Resident, Resident's family, employees, agents, guests and/or invitees; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other Residents or Management. Resident will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Resident further agrees not to conduct, give or permit vocal or instrumental instruction or practice.

34. **ILLEGAL DRUGS:** If Resident, Resident's family, employees, agents, guests and/or invitees, engage in, permit or facilitate any drug-related criminal activity, Resident will be deemed to have substantially and materially breached this Lease with such breach being grounds to terminate Resident's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or of a "controlled dangerous substance" as defined in Section 5-101(f) of the Criminal Law Article of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance.

35. **ALTERATIONS TO PREMISES:** Resident will 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 Management, make any alterations, additions or improvements (including painting and papering) to the Premises. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, be the property of the Management and remain with the Premises.

36. **SURRENDER OF PREMISES:** If the Resident does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Resident will make good to the Management all of the damages which the Management suffers as a result thereof, and will further indemnify the Management against all claims made by any succeeding Resident against the Management founded upon delay by the Management in delivering possession of the Premises to said succeeding Resident, so far as such delay is caused by the failure of Resident to surrender the Premises.

37. **WAIVER OF BREACH:** Receipt by the Management 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.

38. **INDEMNIFICATION:** Resident agrees to indemnify and save harmless the Management 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 Resident, or of the family, employees, agents, guests, or invitees of the Resident.

39. **LIABILITY OF MANAGEMENT:** Management shall not be liable for any injury, damage or loss to person or property caused by other Residents 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 Management. Failure or delay in enforcing Lease covenants of other Residents shall not be deemed an omission, fault, negligence or other misconduct on the part of the Management. Resident shall defend and indemnify Management from any claim or liability from which Management is hereby exonerated.

40. **RESIDENT HOLDING OVER:** If Resident shall continue to occupy the Premises after the expiration of this Lease, or any renewal or extension thereof, and if the Management shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Resident holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 18 of this Lease) at least two (2) months prior to the end of any calendar month, that the party giving such notice

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elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Resident is in possession of the Premises, all of the obligations of the Resident and all rights of the Management applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

41. CONDEMNATION: 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 Resident shall thereupon be released from any further liability hereunder. Under such circumstances Management shall be entitled to receive the entire award in the condemnation proceeding.

42. INSURANCE: During the term of this Lease, and any renewal or extension thereof, Resident shall, at Resident's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$300,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Resident's personal property on and in the Premises insured for the benefit of Resident against loss or damage resulting from broad form named perils on a replacement cost basis.

Resident's Initials _____

43. RESIDENT INDEMNIFICATION: Resident shall indemnify and save Management harmless from all liability, damage or expense incurred by Management as a result of death or injury to persons, or damage to property (including the Premises) where this Lease required the Resident to procure insurance for said liability, damage or expense, and Resident failed to do so.

44. PREJUDGMENT INTEREST: If Resident violates this Lease and said violation results in a monetary loss to Management, then Management shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Management, from the date the Management mails its written list of damages to Resident.

45. QUIET ENJOYMENT: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

46. SMOKE DETECTOR: Management has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Resident agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Resident further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Management. Resident assumes all liability to test the detector(s) and hereby waives and exonerates Management from any and all liability resulting from any defective detector(s) which Resident shall not have specifically reported to Management in accordance with Section 18 of this Lease.

If Resident elects to install a dual powered smoke detector, such installation must be performed by a licensed electrician and written notice of such installation must be mailed to Management in accord with Section 18 of this Lease. Please note, however, that under no circumstances may Resident remove or alter any smoke detector previously provided by Management. Resident will be charged \$75.00 to replace each smoke detector and \$25.00 to remount functioning smoke detector taken down by resident or guest.

Resident's Initials _____

47. ENVIRONMENTAL CONTROL: Resident shall, upon demand, reimburse Management the cost of any fine or penalty, and any reasonable attorney fees, paid or incurred by Management as a result of, or evolving out of, an Environmental Citation or a decision of the Baltimore City Environmental Control Board, a panel of the Board, or one of its hearing officers, when the violation is a result of any act or omission of the Resident or the Resident's family, agents, employees, guests or invitees, or where the building in which the Premises is located is a single family dwelling and the act or omission which resulted in the issuance of the Environmental Citation was not the Management's responsibility under this Lease and was not committed by the Management. This Paragraph pertains only to properties located within Baltimore City.

48. GUEST RESTRICTIONS: Persons visiting Resident may not reside at the Premises for more than fourteen (14) days in aggregate during any twelve (12) month period, without the prior written consent of Management. At any time during the term of this Lease, or any renewal or extension thereof, Management, in Management's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Resident or other occupants of the Premises who shall thereafter be prohibited from entering upon Management's property, including both the Premises and the common areas within the apartment community.

49. PACKAGES, PARCELS, ETC.: In the event that Management shall provide a facility for receiving and delivery of packages, parcels and the like, for or on behalf of Resident, Resident, at Resident's sole risk, may utilize the same together with any services that may be supplied in connection with the operation thereof. No charge is made by Management for such accommodations and Management assumes no liability for any package, parcel, etc. left therein or in connection with the delivery of any of the same. It is the responsibility of the delivery company (i.e. Fed Ex, UPS, etc.) to notify Resident of package delivery. If any package, parcel, etc. belonging to Resident or any occupant of the Premises shall be placed in the hand or custody of any of the employees of

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Management for safekeeping or for delivery to Resident or any occupant of the Premises, then such employee shall be deemed the agent of Resident, and Management is hereby expressly released from any and all loss, damage or expense in connection therewith. Management reserves the right to accept packages at its discretion. Residents must pick up any packages held on their behalf within 7 business days, or the Management will return the package to its sender.

50. **PEST CONTROL:** If Management notifies Resident of a scheduled extermination of the Premises, and Resident fails to prepare the Premises for such extermination in accordance with Management's instructions, Resident acknowledges that by Resident's failure to comply with Management's instructions, Resident will have prevented Management's exterminator from properly exterminating the building in which the Premises are located. Under such circumstances, Resident acknowledges that Resident will be liable for any damages or losses sustained by Management as a result thereof and that Resident will have materially and substantially breached this Lease.

51. **STUDENTS.** If any person who constitutes Resident hereunder is a college or university student, a violation of the student's college or university student code of conduct, community standards or the like shall be deemed to be a violation of this Lease.

52. **ADDITIONAL RENT.** Notwithstanding anything herein contained to the contrary, Management may, upon mailing two (2) months' prior written notice to Resident (sent in accord with Section 18 of this Lease), 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 reasonably determined by Management, 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 Management and relating to the Premises or the rental community in which the Premises is located, 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 this Lease or any renewal or extension thereof.

53. **MILITARY:** If at the time Resident entered into this Lease, Resident was on active duty with the United States military, and should Resident subsequently receive permanent change of station orders or temporary duty orders for a period in excess of three months, any liability of Resident for rent under this Lease may not exceed:

- a. Thirty days' rent after written notice and proof of the assignment is given to Management; and
- b. The cost of repairing damage to the Premises caused by an act or omission of the Resident.

If at the time Resident executed this Lease, Resident was not a member of the United States military, Resident may terminate this Lease at any time after the Resident's entry into military service, or the date of the Resident's military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days. Termination of this Lease under such circumstances shall be made by delivery by the Resident of written notice of such termination, and a copy of the Resident's military orders, to Management. Delivery of such notice shall be by hand delivery, by private business carrier or by placing the written notice in an envelope with sufficient postage and with return receipt requested, and addressed to Management's notice address as specified in Section 18 of this Lease, and depositing the written notice in the United States mails. Termination of this Lease will be effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the notice specified aforesaid is delivered.

RULES AND REGULATIONS

RESIDENT AGREES NOT TO:

1. **PETS/ANIMALS:** Keep any pets in or about the Premises without the written permission of the Management.
2. **APPLIANCES:** Store or install any washing machines, clothes dryers, dishwashers, air conditioners or other appliances in the Premises; provided, however, that Resident and Management, in the sole and arbitrary discretion of Management, may enter into a separate written agreement allowing Resident to install, have and to use one or more of the aforesaid appliances, for an additional charge, upon such terms and conditions as may be set forth in said separate written agreement.
3. **FURNITURE:** Keep any water-containing furniture in the Premises.
4. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises, except that Resident may use standard picture hangers for hanging pictures, mirrors and the like, provided such hangers do not cause substantial damage to the walls. No adhesive hangers may be used.
5. **CEILING HOOKS:** No holes may be made in the ceiling for any purpose. Nothing whatsoever may be hung from the ceiling, including, but not limited to, plants and lamps.
5. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Management.
6. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
7. **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 Management. Upon termination of the tenancy, all keys to the Premises must be returned to the Management. If Resident shall fail to comply with this Rule, Resident shall pay Management \$50.00 for reimbursement of the cost of

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changing or re-keying each locking device. If the Resident requests during the term of the lease, in writing, that the Management change the locks on the doors of the Premises, Resident shall pay Management \$50.00 for the cost of changing each locking device.

8. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, elevators (if any), lawn areas or other common areas of the apartment community.

9. **APPLIANCES & UTILITIES:** Misuse or overload appliances or utilities furnished by the Management.

10. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.

11. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises.

12. **WIRES AND ANTENNAS/SATELLITE DISHES:** Resident may not install any wire, cable, antenna or satellite dish for radio, television or other purposes, in or on the Premises, except to the extent authorized by the Federal Communications Commission and only after compliance with Management's Notice of Intent to Install Antenna/Satellite Dish on Exclusive Use Area (a copy of which is available from Management upon request).

13. **FIRE 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.

13. **HAZARDOUS SUBSTANCES/FIRE RISK:** Store in the Premises or any storage area any material of any kind or description that is hazardous, combustible, or would increase the risk of fire.

14. **LITTER:** Litter or obstruct the public halls or grounds.

15. **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.

16. **THROWING OF ARTICLES:** Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.

17. **WINDOW SILLS:** Place anything on the outer edges of the sills of windows.

18. **COMMON AREAS:** Permit Resident or Resident's family, employees, agents, guests or invitees to loiter or play in public areas, stairways, elevators (if any), laundry rooms, or storage areas.

19. **AUTOMOBILES:** Wash, rinse, wax, service or repair any motor vehicle within the apartment community.

20. **OBSTRUCTION OF WINDOWS, ETC.:** Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Management's buildings.

21. **CLEANING OF RUGS, MOPS, ETC.:** Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of any of Management's buildings.

22. **CANVASSING:** Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Resident from using direct mail solicitation or advertising in the regular communications media.

23. **CHARCOAL OR GAS GRILLS:** Use or store any charcoal or gas grills or other open flame cooking devices, or do any open cooking on balconies or patios.

24. **DAY CARE CENTER:** Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to any child or developmentally disabled person not related to the Resident by blood.

25. **CLOTHES LINES:** Install, erect or utilize exterior clothes lines within the rental community.

26. **WADING POOLS:** Maintain any wading pools within the rental community.

27. **ODORS:** Permit any unusual or objectionable odors to permeate or emanate from the Premises.

28. **TOBACCO PRODUCTS:** Carry or smoke a lit tobacco product in any interior common area within any building within the rental community.

RESIDENT AGREES TO:

29. **GARBAGE & RUBBISH:** Place Resident's garbage and rubbish for disposal only as Management directs.

30. **USE OF FACILITIES:** Use all facilities which Management provides for Resident's comfort, such as picnic and grilling areas, playground equipment (if any), laundry, parking areas and storage areas (if any), (none of which facilities are included in the rent) solely at Resident's own risk, and Resident agrees that Management shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Management's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Management without affecting the remainder of this Lease.

If Management should provide a swimming pool for Resident's use in common with others, Resident agrees to comply with, and to cause Resident's family and guests to comply with, all rules and regulations relating to the use thereof, which Management posts at or near the pool or mails to Resident (in accordance with Section 18 of this Lease). A failure to comply with said rules and regulations may result, at Management's option, in Management revoking Resident's use of the pool.

31. **CONDITION OF PREMISES:** Keep the Premises in a neat, clean, good and sanitary condition.

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- 32. **BALCONIES AND PATIOS:** Keep balconies and patios free of all personal belongings, except that Resident may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.
- 33. **CARPETING:** Install carpeting, with pad underneath, to cover at least eighty (80%) percent of the floor space in each room which contains wooden floors. (Unless carpeting has already been installed by Management).
- 34. **DRAPERIES:** Only use draperies and window shades which present a white exterior coloration.
- 35. **LOCK-OUT:** Pay a \$50.00 service charge to Management each time that Resident locks himself/herself out of the Premises, and requests Management's assistance in gaining entry to the Premises after 5:00 p.m. on weekdays, and at any time on weekends and holidays. Payment must be remitted immediately upon service or paid in full to the Management within five business days.
- 36. **PAINT:** Notify Management, pursuant to Section 18 of this Lease, of any flaking or chipping paint found either on the inside or the outside of the Premises.
- 37. **LAUNDRY FACILITIES:** Use laundry facilities only during posted hours.
- 38. **LIGHT BULBS:** Replace, at Resident's sole cost and expense, all light bulbs and tubes of the prescribed size and wattage for light fixtures and appliances within the Premises.
- 39. **MOLD.** Remove any visible moisture accumulation in or on the Premises, to thoroughly dry any such area as soon as possible after any such accumulation, and to keep the temperature and moisture in the Premises at reasonable levels. In addition, Resident shall promptly notify Management of the presence of any water leak, excessive moisture or standing water in the Premises and shall further notify Management of any mold growth in or on the Premises and of any malfunction in any part of the heating, air conditioning or ventilation system in the Premises. Resident further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

AUTOMATIC RENEWAL OF LEASE

The tenancy created under this Lease shall continue for whatever lease term was initially set forth under this Lease Agreement, as identified on Page One above, at its expiration (i.e., an annual lease shall continue from year to year after its expiration, a three month lease shall continue for three months after its expiration, and a six month lease shall continue for six months after its expiration), subject to the same covenants, agreements, rules and regulations as are herein set forth, unless Management mails to Resident or Resident mails to Management written notice (sent in accord with Section 18 of this Lease), at least sixty days prior to the expiration date of the then existing term, of said Management's or Resident's intention not to renew this Lease. If the Management mails a notice to the Resident of its intention to terminate the then existing Lease term, and in said notice offers the Resident a new Lease term pursuant to the terms and conditions therein contained, and if the Resident does not otherwise notify the Management (in accord with Section 18 of this Lease) within thirty (30) days of the mailing of the Management's notice of the Resident's intent not to renew this Lease, the Resident shall be considered as Resident under the terms and conditions specified in the Management's notice. If more than one person shall be Resident hereunder, notice given to or by any one of them shall bind all.

Resident's Initials _____

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

FAIRFAX STATION ENTERPRISES, LLC agent for
PARK HEIGHTS REALTY, LLC

3603 Glengyle Ave., Baltimore, MD 21215

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WITNESS/ATTEST:

_____ By: _____ (Seal)
Management

_____ By: _____ (Seal)
Resident

_____ By: _____ (Seal)
Resident

_____ By: _____ (Seal)
Resident

GUARANTY OF LEASE

In consideration of the execution of the aforesaid Lease Agreement dated «Report_Date» between FAIRFAX STATION ENTERPRISES, LLC agent (Management) and «residents_Singleline» (Resident), the undersigned does hereby unconditionally guaranty the performance of the Lease Agreement by the Resident during the initial Lease term, as well as during any renewal or extension thereof, and as said Lease Agreement shall from time to time be modified.

IN WITNESS WHEREOF, the undersigned does hereby set his/her hand and seal the day and year first above written.

WITNESS/ATTEST:

_____ By: _____ (Seal)
Guarantor

_____ By: _____ (Seal)
Guarantor