



**Single Family Dwelling Lease
Montgomery County, Maryland**

Approved by the Montgomery County Commission on Landlord-Tenant Affairs and
The Greater Capital Area Association of REALTORS®, Inc.

Copies of the Montgomery County Landlord-Tenant Handbook are available upon request (240-777-3600)

<http://montgomerycountymd.gov/hca>

(Not For Use in the City of Gaithersburg, City of Rockville or City of Takoma Park)

THIS LEASE, is made November 17, 2008, between Montgomery County, MD (as Agent for) Landlord (hereinafter referred to as "Landlord" or "Landlord/Agent") and Brian P. Smith, Christine E. Vestal (hereinafter referred to as "Tenant"). WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as 19815 Martinsburg Rd., Dickerson, MD 20842

Montgomery County, Maryland, for the term of 12 months beginning on the first day of December 1, 2008 and ending on the last day of November 30, 2009 at a total rent of Twenty-Three Thousand Four Hundred Dollars (\$ 23,400.00), payable in equal monthly installments of One Thousand Nine Hundred Fifty Dollars (\$ 1,950.00)

in advance on the first day of each and every month ("Rent Due Date") of said term. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said rent as set forth herein. Tenant agrees to pay rent to Montgomery County ATT: Bernie Fitzgerald at 101 Monroe St. 10th flr, Rockville, 20850 (or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

1. **Pro Rata Rental Payments.** It is additionally understood and agreed that Tenant is to commence occupancy of the premises on n/a Nov. 24, 2008, Tenant is to pay the sum of Zero Dollars (\$ -0-) on November 24, 2008 through November 30, 2008 as "pro rata" rent for the period November 24, 2008 through November 30, 2008.

Handwritten initials: CV/BPS, and a circled signature.

2. **Additional Charges.** Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within ten (10) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the ten (10) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of Thirty-five Dollars (\$35.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

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Handwritten initials: CV, BPS, and a circled signature. Date: 11/05. Address: 19815 Martinsb

3. **Security Deposit.** In accordance with Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of Two Thousand Two Hundred Dollars (\$ 2,200.00), receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, employees, agents, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. **The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the deposit to the Tenant together with simple interest, which will accrue in the amount that is set by the Annotated Code of Maryland Real Property Article Section 8-203(e)(1) per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security with Landlord/Agent, provided the said security deposit is Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.**

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred to repair damages to the premises.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the new Landlord/Agent, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

The Landlord or ~~Landlord's estate~~, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law. EW AP

4. **Possession.** If on the date of this Lease another person is occupying the premises and Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder is postponed until said premises are vacated by such other person, and the rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease; the security deposit and rent paid must be returned to the Tenant within five (5) business days after Landlord's receipt of the notice. POSSESSION IS IMMEDIATE AND PROPERTY

5. **Acceptance of Property.** IS CURRENTLY UNOCCUPIED EW AP

a. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant acknowledges that he/she has been given an opportunity to examine the premises, that he/she has examined the premises and found them to be in satisfactory condition, unless otherwise specified herein.

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b. List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord within fifteen (15) days of the Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified herein or as required by law.

c. Landlord's covenant to repair and express warranty of habitability. Montgomery County Code Chapter 8, "Building;" Chapter 22, "Fire Prevention;" Chapter 26, "Housing and Building Standards;" and Chapter 59, "Zoning," are incorporated by reference into this Lease.

Handwritten initials: CJ/APS, DR, DA

6. **Uses/Authorized Occupant.** The premises will be used solely for residential purposes and be occupied by no more than 4 persons, including children. The following persons, and no others, except after-born children, are authorized by Landlord to reside within the demised premises: Brian, Leo, and Zoe Smith and Christine Vestal. Tenant will not use the premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local laws and ordinances.

Guests. Persons visiting Tenant may not reside at the premises for more than two (2) weeks in aggregate during any calendar year, unless written permission is first secured from Landlord. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

7. **Common Ownership Community Rules and Regulations.** Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the n/a (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

8. **Pets.** The Tenant is not allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenants who have pets agree to pay the cost of having the demised premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant is encouraged to obtain a receipt of work performed. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is authorized to have pets:

Yes No # ALLOWED none TYPE OF PET(S) none WEIGHT _____

9. **Maintenance.** Tenant must generally maintain the rental dwelling and the garage, shed and other appurtenances, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; clearing of gutters and downspouts, window wells and drainage areas; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant shall be responsible for cutting and watering the grass as necessary. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly.

Tenant must not refinish or shellac the wood floors and shall keep them waxed. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep grass trimmed and maintained; must remove leaves and debris; must promptly remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Landlord/Agent is responsible for replacement of or repairs to structural elements of the building, major appliances (including washers and dryers) and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the

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foregoing items; all components of the exterior designed to prevent infiltration of water (paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if notification to the Landlord/Agent is impractical or impossible, the Tenant may request reasonable and necessary repairs to alleviate the emergency condition at Landlord's expense; Tenant must immediately notify the Landlord in writing of such repairs.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent.* It is further agreed and understood that in the event the items described as Tenant's responsibilities in this lease are not properly maintained in accordance with the terms hereof, after ten (10) days' written notice from the Landlord/Agent to Tenant of the need for maintenance if the maintenance is not performed, the Landlord/Agent has the right to complete the necessary maintenance and charge the Tenant for the expenses up to a maximum of \$50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of \$250.00 for total maintenance costs per annual lease term. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, his family, guests, employees, invitees or pets.

If Tenant and Landlord make arrangement for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled.

10. **Utilities.** Tenant must pay utility charges as marked and make all required deposits: (Check all that apply)

Gas Electric Water/sewer None Other (specify) oil

Additionally, Tenant is responsible for trash removal charges if a private hauler provides that service and the premises is not located in a County trash collection district. The Tenant agrees to furnish a receipted water bill for the above premises to Landlord/Agent at termination of the Lease, extension or renewals thereof. Landlord is not required to install cable, phone lines, jacks, cable wiring or multiple phone line access.

11. **Smoke Detectors.**

a. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

b. This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.

12. **Alterations.** Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or satellite dishes or pay television devices and wiring; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent.

13. **Vehicle Parking.** No motor vehicle, trailer, or other such vehicle may be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, if provided, or on the street, or as regulated by the Common Ownership Community named in Paragraph seven (7).

14. **Sublet/Assignment.** Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, ~~which consent must not be unreasonably withheld~~ provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ 1 months rent service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

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EV
BPS
OK

15. **Insurance.**

a. *Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.*

b. *Tenant is strongly encouraged to obtain Renter's Insurance to protect Tenant's personal belongings and for public liability.*

16. **Hold Harmless.** Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

17. **Landlord/Agent Access to Premises.**

a. Landlord may enter the premises, after giving due notice (24 hours) to the Tenant and the Tenant has not unreasonably objected to, to make necessary repairs, decorations, alterations or improvements; supply services only by mutual agreement during normal business hours, except in an emergency; or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants only during normal business hours, including weekends, except as the Landlord and Tenant otherwise agree. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.

b. Landlord/Agent may enter the premises after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection; or when the Landlord has good cause to believe that the Tenant may have damaged the premises or may be in violation of County, State, or Federal law. Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.

c. During the last two months of the term of this Lease or any extension thereof, Landlord/Agent may put the premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the premises. Tenant agrees to cooperate with Landlord/Agent in showing the property. Tenant is advised that on occasion he or she may be asked to exhibit the premises on less than twenty-four (24) hours notice.

18. **Default.**

a. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord/Agent can at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, guests, or employees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation, or ordinances issued or promulgated by the Landlord/Agent, the Common Ownership community identified in Paragraph 7 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by sending via first class mail to the Tenant a thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination.

b. However, in the event the breach of lease involves behavior by the Tenant or a person on the subject premises with the Tenant's consent, which demonstrates a clear and imminent danger of the Tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the premises, the Landlord/Agent has the right to terminate this Lease by giving to the Tenant or person in possession personally or via first class mail a fourteen (14) day written notice to quit and vacate the premises containing in said notice the basis for the termination. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

c. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property.

RPS / CV
[Signature]

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19. **Court Awarded Legal Fees.** In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. ~~If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.~~ *W* *PRS* *Q* *RRQ*

20. **Retaliatory Eviction.**

a. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

b. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

21. **Waiver Clause.** Any waiver of a default hereunder is not to be deemed a waiver of this Agreement of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

22. **Termination Hold-Over.**

a. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other written notice of termination on the 1st of the month in which the tenancy or intended tenancy will expire. This Lease will then terminate on the last day of the month in which notice was given. If Tenant holds over after the expiration of the term of this Lease, Tenant shall, with the Landlord/Agent's consent and in the absence of any written agreement to the contrary, become a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect. *But shall increase in accordance with Montgomery County law and guidelines.* *RRQ* *BR* *Q*

b. If Tenant holds over (fails to vacate) the premises after proper notice, Landlord/Agent may hold the Tenant accountable for rent for the period of the holdover and for consequential damages due to an incoming Tenant's inability to enter the premises because of Tenant's holdover occupancy. Tenant is responsible for the entire month's rent in the cases of a hold over, although the tenant vacates prior to the end of the month.

23. **Move-Out Inspection/Surrender of Premises.**

a. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the premises in broom-clean condition, free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

b. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the date of intended moving as designated in Tenant's notice.

24. **Abandoned Property.** Any personal property, which is left on the premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

25. **Destruction.** If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

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26. **Subordination.** This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any documents(s), which the Landlord or lenders(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of the written request from the Landlord or the lenders(s), the Landlord will have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to become a tenant to any subsequent owner of the Property.

27. **Estoppel Certificate.** Tenant will, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

28. **Eviction Assistance.** When giving Tenant a notice of past-due rent, issuing a written quit and vacate notice, or beginning any judicial proceeding to regain the lease premises, the Landlord must notify the Tenant that general information and assistance regarding evictions is available from the Montgomery County Department of Housing and Community Affairs, Office of Landlord/Tenant Affairs, (240) 777-3636.

29. **Agency.** The Owner recognizes (Brokerage) Noah's Preferred Properties Management Co. as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent. *Handwritten: Noah's Preferred Properties Management Co. EV/JS*

30. **Management** These premises will be managed by Montgomery County (Owner)(Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

31. **Authorization to Install Keybox.** The undersigned Tenant agrees that the Landlord/Agent, during the last sixty (60) days of this Lease Agreement or any extension thereof, may install a Keybox on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Keybox unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

32. **Cancellation by Tenant in Initial Term.** Reasonable Cause beyond Tenant's control. The initial term of this Lease may be terminated upon thirty (30) days written notice to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date.

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Handwritten signatures: RPS, EV, and another signature.

33. **Military Clause.** In the event Tenant a member of, or subsequently enlists into, Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. This clause also applies to those persons who receive orders releasing them from military service. The Landlord/Agent will refund the security deposit less deductions for unpaid rent and damages, if any, within 30 days of the date of termination. These provisions apply as well to dependents of tenants who are members of military service at the time a lease is signed or who subsequently enlist into the military service.

34. **Required Licenses.** The Landlord affirms that the rental facility is licensed in accordance with Montgomery County law, Licensing information can be obtained from the Montgomery County Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs (240) 777-3636.

35. **Rent Increases.**

a. **Frequency and Amount.** Rent may not be increased more than once per twelve (12) month period.

b. **Notice.** Two (2) months' prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. In the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent. Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must give written notice to the Landlord/Agent on the 1st of the month in which the tenancy or intended tenancy will expire of his intention to so vacate and must then vacate by the end of the initial term or any extension thereof.

c. **Each written rent increase notice must contain the following:**

- (1) The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
- (2) The effective date of the proposed rent increase.
- (3) The applicable rent increase guideline issued under section 29-53 of the Montgomery County Code.
- (4) A notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive.
- (5) Other information as the landlord deems useful in explaining the rent increase.

36. **Miscellaneous.**

a. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

b. If this Lease contains a Lease Option Agreement, the lease must state on its face: THIS IS NOT CONTRACT TO BUY.

c. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.

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CV
BPS
[Handwritten signatures]

BPS / CV
[Handwritten signatures]

REC'D

d. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

e. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

f. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

g. Feminine or neuter pronouns can be substituted for those of masculine form, and the plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

h. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

37. **Two-Year Lease Offer.** Montgomery County law requires landlords, unless there is a reasonable cause otherwise, to offer all prospective tenants lease agreements for initial terms of two (2) years. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this lease, the Tenant hereby acknowledges that: (initial and date one of the following options)

- _____ a. I was offered and accepted a two-year lease term by the landlord.
- cl 1/23/05 b. I was offered but rejected a two-year lease term by the landlord.
- _____ c. I received a copy of a written statement in which the landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Commission on Landlord-Tenant Affairs, 100 Maryland Avenue, 4th Floor, Rockville, Maryland 20850, (240) 777-3636

38. **Notices and Services of Process.**

a. Unless otherwise designated as required by law, the names, addresses and telephone numbers of the Landlord and agent are set forth below. Notice to and service upon the agent shall constitute notice to and service upon the Landlord. In the event that the Landlord/Agent changes address, the Landlord/Agent must notify the Tenant in writing within 10 days of the change. Whenever the ownership of the rental property changes hands, the transferor must notify the Tenant of the name, address and office location of the transferee within 10 days of the change. If the transferee is a corporation, the transferor must list the most current name and address of the resident agent of the corporation.

b. Any written notice regarding any of the provisions of this Lease must be given by Tenant as listed on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Any notice, other than any notice regarding the final move-out inspection, is effective upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage prepaid.

38. **Receipts.** Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, if payment is not in cash or with a money order, upon Tenant's request for a receipt. This Lease shall serve as a receipt for the aforementioned security deposit.

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Handwritten signatures and initials: BPS, CL, [Signature], [Signature]
11/05
19815 Martinsb

40. **Emergency Number.** In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: (240) 777-7151

41. **Additional Provisions.** Further Provisions and Additions:

Trash removal is not included in the rent. From time to time the county will use the driveway to access the large barn (located in the rear of the the property beyond the leased premises) for maintenance purposes. All fireplaces convey inoperable and are not to be used. No farming is allowed on the property.

42. **Addendum attached.** Yes No

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

Brian P. Smith

Tenant Date
Brian P. Smith

LANDLORD.
MONTGOMERY COUNTY, MARYLAND
Diane R. Schwartz Jones

Landlord By: ASSISTANT ATTORNEY GENERAL
ADMINISTRATIVE OFFICER Date

Christine E. Vestal

Tenant Date
Christine E. Vestal

Landlord Date

Tenant Date

Montgomery County, MD
REALTOR® FIRM

Tenant Date

By [Signature] 11/25/08

Agent Date
NPPMC

APPROVED AS TO
FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY Eileen J. Saumen
DATE 12/5/2008

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ADDENDUM

Addendum to lease dated November 17, 2008 by and between Montgomery County, MD (hereinafter referred to as "Owner/Landlord/ Agent"), and Brian P. Smith and Christine E. Vestal hereinafter referred to as "Tenant"), for the property known as 19815 Martinsburg Rd. Dickerson, MD 20842.

Additional Provisions of the lease are as follows:

Additional Provisions of the lease are as follows:

1. **Payments:** Monthly rental installments shall be remitted in one single payment and partial payments of rent are not acceptable. In any event, payment made by Tenant in an amount less than the current rent amount due shall not constitute any waiver of the full amount due.

Should Tenant fail to make any payments due for, but not limited to, rent, utilities, trash, late fees, repair billings, or security deposits due and owing, the amount thereof may be added to or deemed a part of the rent due and the Landlord/Agent may seek remedial action for the collection of such charges in the same manner as for rent. It is agreed that all payments received shall be first applied to any outstanding balances due and owing from Tenant.

2. **Rent Escalation Clause:** Rent shall increase in the second year of this lease to \$n/a per month beginning with the rent payment due n/a and shall increase in the third year of this lease to \$n/a per month beginning with the rent payment due n/a and shall increase in the fourth year of this lease to n/a per month beginning with the rent payment due n/a.

3. **Tenant Maintenance Responsibility:** Tenant maintains and surrenders to the Owner/Landlord: caulking in all bathtubs, showers, and sink areas in good sound condition, furnace filters or permanent filters, fuses, batteries, and light bulbs; gutters, window wells and drainage areas cleared of any debris; chimneys and fireplaces cleaned; pools and spa and filters, chemicals and cleanliness; cleaning of appliances, carpets, floors, and fixtures; and maintain other appurtenances including decks, porches, garage, and shed free of trash and in a clean condition.

4. **Repair Service Call Charges:** Tenant shall be responsible for any service call costs of any nature which Tenant originates where no service was found to be necessary. Tenant shall be responsible for any service call, repair, or replacement to any amenity, appliance, equipment, plumbing, or structural element where the condition is attributable to any act, negligence, or omission resulting in damage by Tenant, his family, servants, employees, guests, or invitees.

5. **Plumbing Stoppages:** Tenant shall be responsible for the cost of relieving any and all plumbing stoppages and any related repairs made necessary by the stoppage (excepting those which the water authority accepts responsibility or which result from tree roots penetrating the line).

6. **Utilities:** Tenant warrants that Tenant shall contact all utility companies for the leased premises prior to occupancy and shall arrange for service in Tenant's name effective no later than the commencement date of occupancy under the lease. Tenant shall be responsible for the total cost of any billing, without proration, that is charged to the Owner/Landlord/ Agent for any period that includes time the property was held by the Tenant and where an actual determination of either party's utility consumption is no longer possible due to Tenant's failure to comply with this provision.

Tenant Initials: CN BPS _____

7. **Fuel Oil:** Landlord shall provide any and all fuel tanks in a full condition at the beginning of the lease, and Tenant agrees to fill any and all fuel tanks to a full condition at the termination of the lease unless otherwise provided herein: _____

8. **Carpeting:** Tenant shall maintain the carpet in good, clean condition, and shall clean carpet at the termination of this lease. Tenant shall provide a receipt as evidence of carpet cleaning.

9. **Condominium and/or Homeowner's Association:** Tenant shall abide by all rules and regulations and all notices from any authority representing the Unit Owners or Homes Association in which the property is located. Failure to cure any violation deemed attributable to Tenant's occupancy under this lease shall be deemed a breach of this lease, and in addition, Tenant shall be held liable for the cost of any violations, fines, or sanctions imposed upon the Landlord for same.

10. **Current Tenant Information:** Tenant agrees to promptly provide Owner/Landlord/Agent with any and all home and work telephone numbers and subsequent changes thereto.

11. **Owner Transfer Clause:** In the event Landlord is transferred back to the Washington Metro Area or Landlord is compelled to leave his or her post for reasons beyond his/her control, (e.g., war, civil unrest, termination of Landlord's employment, sickness or death of his immediate family, or government expulsion from the foreign region of Landlord's employment) Landlord/Agent may terminate this lease by providing Tenant written notice of Landlord's intent to exercise this right sixty (60) days in advance of the rent due date which follows the intended date of termination of this lease.

BPS / CN
ORJ

12. Tenant Maintenance Responsibilities (General). Tenant shall:

- a. maintain house and grounds in an orderly fashion and shall properly store refuse receptacles, lawn and play equipment, and other articles to provide safety and protect the integrity of the exterior of the home;
- b. Not drive nails into walls, fireplace trim or mantle, or other woodwork; shall use only picture hangers of a reasonable number to avoid excess wear and tear on wall finishes; and shall be responsible for the cost of any repair to walls to remedy any unfinished patches or fill material left by tenant;
- c. Install and properly use shower curtains and keep bathroom floors, walls and windows free of water accumulation or excess moisture; caulk immediately to mask cracks around tubs, shower walls, sinks, and basins;
- d. Report immediately any and all plumbing leaks, roof leaks, fallen trees, storm damage, flooding, fires, or other changes which may occur on or about the property;
- e. Close cut-off valves which supply water to outside hose or watering systems before freezing temperatures occur; disconnect garden hoses and open outside faucets to drain any standing water from the lines;
- f. Maintain heat in all areas of the property and temperatures settings at a level of not less than 60 degrees regardless of whether or not Tenant's are present in order to avoid damage to the home and plumbing in winter months (considered to be from October 15th through March 31st);
- g. Turn off main water valves before departing on a trip away from home;
- h. Avoid use of electrical appliances during storms accompanied by lightning and turn off air conditioning to avoid damage resulting from electric service interruptions and electrical surges;
- i. Close and latch window and doors when not at home even for short periods to avoid damage from sudden rain or wind;
- j. Not install any radio or TV antenna, apparatus, or wiring without the prior, written permission of the Landlord/Agent and any condominium or homeowner's association;
- k. Inspect washing machine supply hoses periodically for signs of deterioration which may result in separation or bursting and resultant flooding;
- l. Carefully store items such as screens, storm windows, and other items belonging to the property or left on the premises by Landlord whether or not in use by Tenant, so as to prevent damage. Items which were installed at Tenant's occupancy but removed by Tenant shall be reinstalled in good condition at lease termination;
- m. Remove weeds and dead plant materials from the yard and planting beds, clean leaves from the yard, trim shrubs in the spring and fall, and replace mulch on planting beds at least once a year and in order to surrender the property in good condition at the termination of the lease;
- n. Not dispose of fats, oils, or fibrous foods such as corn cobs, celery, or non-soluble foods such as coffee grounds or egg shells in any drains or disposals;
- o. Not use scouring powder cleansers or abrasive materials on any surfaces to avoid damage by abrasion, and shall not use ammonia products for cleaning any vinyl floors.
- p. Tenant agrees not to wax the hardwood floors (as previously stated in the Maintenance paragraph of the lease) or use any other product that isn't approved by owner.

13. Landlord/Agent Entry: Landlord/Agent shall retain keys to the leased premises and is permitted to use keys to admit service personnel for the making of repairs with prior notice to Tenant. Landlord reserves the right to enter the premises as may be deemed necessary to protect the property when there is reason to believe it may be endangered and Tenant appears to be absent from property or is unreachable.

14. Tenant Insurance: Tenant shall obtain a renter's insurance policy with property and liability coverage to be in effect at the leased premises as of the beginning date of this lease and at Tenant's sole expense. Tenant shall provide within the policy and through the insurance provider that Landlord/Agent is a certificate of insurance recipient.

15. Alarm System – Should the rental dwelling contain a Security Alarm System the Tenant hereby acknowledges that the system, and or all of the components of the alarm system, are left for Tenant's use and convenience. Landlord hereby agrees to leave same as a courtesy to tenant under terms and conditions agreed to by the parties as follows.

Handwritten signatures and initials: "RRS" and "C" with a signature.

Tenant agrees that the alarm system and all of its components, internal and external, are provided in "as-is" condition and are not warranted by Owner/Landlord and Landlord's Agent (hereinafter referred to as "Owner/Landlord/Agent") for operation, condition, repair, service, monitoring or replacement. Owner/Landlord/Agent provides any alarm equipment in "as-is" condition and Tenant agrees to accept same in "as-is" condition. Owner/Landlord/Agent make no representation whatsoever as to the age or condition of the alarm system nor provide any warranty that the alarm system is in working order. Tenant agrees and warrants that the alarm and any and all related components are under the exclusive control of Tenant, and that Tenant is solely liable for any all costs related to the alarm including, but not limited to maintenance, repair/service, operation, connection fees, and monitoring of same. Tenant agrees that any service companies who perform work, or services related to the alarm shall be understood to be under the employment of the Tenant and not that of the Owner/Landlord/Agent.

Tenant forever releases Owner/Landlord/Agent, and Tenant waives the right to make, any claim or demand, or take any cause of action whatsoever against Owner/Landlord/Agent related to the alarm system. Tenant agrees to save and hold Owner/Landlord/Agent harmless, and forever release Owner/Landlord/Agent from any and all loss or injury, sums of money, claims, damages, and/or causes of action arising from or out of the alarm system, any of its components, its use, condition which includes but is not limited to age, maintenance, repair or service, connection or monitoring/monitoring service, and/or its operation.

16. **Smoking** - Tenant acknowledges that smoking is prohibited inside the property.

The foregoing terms and conditions shall be considered as additional provisions of the lease agreement as of the day and year first written. The parties have indicated their mutual agreement by their signatures hereto, below. All other terms and conditions of the lease remain in full force and effect.

Landlord: _____ Tenant: Bari-P-Sm
Landlord: _____ Tenant: Chomel
Landlord/ Agent: [Signature] 11/25/08 Tenant: _____

APPROVED AS TO
FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY Gileen S. Salzman
DATE 12/5/2008

KPS/cw
[Signature]



LEASE ADDENDUM

Addendum to the Lease dated November 17, 2008 by and between Montgomery County, MD (hereinafter referred to as "Landlord") and Brian P. Smith and Christine E. Vestal (hereinafter referred to as "Tenant") for the premises known as 19815 Martinsburg Rd. Dickerson, MD 20842

LANDLORD AND TENANT AGREE to additional provisions of the lease as follows:

1. Owner agrees to permit Tenant to install insulated "French Doors" to both of the entryways to the sunroom on the condition that:
 - a. Tenant submits a detailed request in writing stating the work to be done and the doors to be used.
 - b. Landlord approves said request.
 - c. Any and all materials and labor relevant to the work is at Tenant's sole expense and Tenant agrees to conduct the work in a good workmanlike manner.
 - d. Upon the termination or expiration of the Lease, and at the discretion of the Landlord, Landlord reserves the right to request Tenant to remove the doors and restore the premises in a good workman like manner normal wear and tear excepted.
2. Landlord agrees to conduct a standard potability test of the well water prior to the Lease Term, and will take corrective action as warranted by the test.
3. Landlord agrees to permit Tenant to install window treatments of a neutral décor and design at the premises in a good workmanlike manner. Upon the termination or expiration of the Lease and at the discretion of the Landlord, Landlord reserves the right to request Tenant to remove the window treatments should they not be installed in a good workmanlike manner or if they are deemed not to be of a neutral décor and or design.
4. Landlord agrees that so long as Tenant has executed the Lease and paid the Security Deposit then Tenant shall have the right to enter the premises ten (10) days prior to the beginning of the Lease Term to install the French doors. Landlord will provide a key to Tenant. Tenant must advise Landlord when Tenant enters the premises and must be responsible for securing the premises during and after the installation. Tenant must hire only a licensed and bonded Maryland Home Improvement Contractor to install the French doors or to perform any work on the premises.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN IN FULL FORCE AND EFFECT.

Signature Page Follows



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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Landlord: Branch A Jones Tenant: [Signature]
 Landlord: _____ Tenant: Bron P. Smith
 Landlord/Agent: [Signature] Tenant: _____

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APPROVED AS TO
 FORM AND LEGALITY
 OFFICE OF COUNTY ATTORNEY
 BY Gileen J. Bassman
 DATE 12/5/2008



**Lead Paint – Federal Disclosure
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

RE: 19815 WINDSOR - RD
Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

(F) CD (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
Owner Initial Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
PROPERTY PASSED A DUST TEST INSPECTION 10-1-2008

(X) CD (b) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Owner Initial Records and reports available to the seller/landlord (check one below):
 Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
LEAD CERTIFICATE # 446384 + LEAD PAINT RISK REDUCTION REPORT
 Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

(S) CV (c) Purchaser/Tenant has read the Lead Warning Statement above
Tenant Initial (S) CV (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
(S) CV (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
n/a (f) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

(S) CV Agent has informed the seller/landlord of the seller's/landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

(X) <u>Cynthia</u> Seller/Landlord	<u>11/17/08</u> Date	(S) <u>Ch...</u> Buyer/Tenant	 Date
<u>[Signature]</u> Seller/Landlord	<u>11/17/08</u> Date	(S) <u>[Signature]</u> Buyer/Tenant	 Date
<u>[Signature]</u> Agent	 Date	<u>[Signature]</u> Agent	 Date

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1593 / C
[Signature]



Lead Paint Addendum

This Addendum made and entered into on this 17th day of Nov, 2008 by and between, Montgomery Co., MD Landlord, and BRIAN P. SMITH, Tenant, is to verify that all information on lead-based paint and lead-based paint hazards are fully disclosed. CHRISTINE E. UESTAL 19815 MARLBOROUGH RD.

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. Further, under Maryland's Lead Poisoning Prevention Program, owners/agents of property constructed prior to 1950 must provide you with a lead poisoning information packet and also comply with all federal disclosure rules. The owner's obligations under Maryland law include but are not limited to, testing, clean-up, inspection and certification with the Maryland Department of the Environment.

LESSOR'S DISCLOSURE () Lessor Initial:

(P) CB

Owner Initial []

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

[x] Known Lead-based paint and/or lead-based paint hazards are present in housing. (Explain)

PROPERTY PASSED A DUST TEST INSPECTION 10-1-2008

[] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(P) CB

Owner Initial []

(b) Records and reports available to Lessor (check one below):

[x] Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

LEAD CERTIFICATE # 446384 + LEAD PAINT RISK REDUCTION REPORT

[] Lessor has no reports or records pertaining to lead-based paint hazards in housing.

(P) CB

Owner Initial []

(c) Knowledge of flaking, loose or peeling paint.

[x] Lessor has no knowledge of chipping, flaking, peeling or deteriorating paint in the premises.

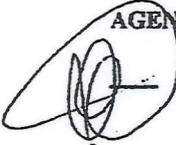
[] Lessor has knowledge of chipping, flaking, peeling or deteriorating paint in the premises.

BPS / CW [Signature]

LESSEE'S ACKNOWLEDGMENT

- Tenant Initials BPS CV (c) Lessee has received copies of all information listed above.
- BPS CV (d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.
- BPS CV (e) Lessee has received Notice of Tenant's Rights, required by Md. Env., Art. 6-823.

AGENT'S ACKNOWLEDGMENT ()

-  (f) Agent has informed the Lessor of their obligation under 42 U.S.C. 4582(d), Lessor is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY ()

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

11/17/08
Date

11/17/08
Date

Date

Date

Cynthia Brannaman
Lessor

[Signature]
Lessor Agent

[Signature]
Lessee

BPS
Lessee

