Maryland Residential Lease Agreement

THIS RENTAL AGREEMENT executed on the _____ day of __________, 20___ by and between ______________________ hereinafter called LANDLORD and ______________________ hereinafter called LESSEE.

1. Lease term: LANDLORD hereby rents to LESSEE, subject to the following terms and conditions of this Agreement, the premises at the following address ____________________, City of ______________, Maryland to be occupied as a residence and for no other purpose for a term of ________________ beginning ________________, 20___ and ending on ________________, 20___.

2. Rental Payment Schedule: LESSEE shall pay to LANDLORD the total for rent for the lease term shall be $__________________ payable in equal monthly installments of $__________________. Rent will be collected through the following instructions by the LANDLORD __________________________________________________________________________.

3. Security Deposit: Upon execution of this Rental Agreement, LESSEE deposits with LANDLORD a security deposit for the faithful performance by LESSEE of the terms and conditions of this Agreement. This deposit is to be returned to LESSEE, less any damage charges, without interest, on the full and faithful performance by LESSEE of the provisions of this Agreement, and in no way shall be applied by LESSEE against any rentals due. SECURITY DEPOSIT in the amount of $__________________ shall be paid upon signing of this lease.

4. Utilities and Services: LANDLORD agrees to pay for the following utilities and services:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   All other utilities and services shall be the responsibility of the LESSEE.

5. Occupants: This unit is to be occupied as a strictly private dwelling by no more that _____ persons and no others, except by prior written approval by LANDLORD.

6. Rent Proration: Should LESSEE move into the property before the end of the month, the rent will be prorated on a daily basis starting on ________________, 20___ and payable by ________________, 20___.

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7. Possession: LESSEE has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated. Failure to deliver possession of the premises at the time herein agreed shall not subject LANDLORD to liability for damages.

8. Assignment, Subletting, Abandonment: LESSEE shall not assign this Lease nor sub-let the premises or any part thereof, without the prior written consent of LANDLORD. The consent by LANDLORD to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. If LESSEE vacates or abandons the property, LANDLORD shall immediately have the right to terminate this Agreement.

9. Right of Entry: LANDLORD shall have the right to enter the rental unit during normal working hours in order to inspect the premises, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. LANDLORD may exhibit the rental unit to prospective purchasers, mortgagees, or lessees upon reasonable notice.

10. Maintenance, Repairs or Alterations: LESSEE shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. LESSEE may not make any alterations to the leased premises without the consent in writing of LANDLORD. LANDLORD shall be responsible for repairs to the interior and exterior of the building. If the property includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, LANDLORD makes no warranty as to the repair or replacement of units if one or all shall fail to operate. LANDLORD will place fresh batteries in all battery-operated smoke detectors when LESSEE moves into the premises. After the initial placement of the fresh batteries it is the responsibility of LESSEE to replace batteries when needed. A monthly "cursory" inspection is required for all fire extinguishers to make sure they are fully charged.

11. Lawn Care: (Check One)

☐ - LANDLORD agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower-beds, mowing, and watering of grass during periods of drought.

☐ - LESSEE agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower-beds, mowing, and watering of grass during periods of drought.
12. **Pets:** LESSEE shall keep no domestic or other animals in or about the property or on the premises without the written consent of LANDLORD, subject to any additional fees, which shall be attached to this Agreement. LESSEE is responsible for all damage that any animal causes, regardless of ownership of said animal and agrees to restore the property to its original condition at LESSEE’s expense.

13. **Noise/Waste:** LESSEE agrees that he will not commit waste on the premises or maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. LESSEE further agrees to abide by any and all City noise ordinances.

14. **Compliance With Law:** LESSEE agrees that during the term of the lease, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against LESSEE, LANDLORD or both.

15. **Waiver:** A Waiver by LANDLORD of a breach of any covenant or duty of LESSEE, under the Agreement is not a waiver of a breach of any other covenant or duty of LESSEE, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment agreement and executed by LESSEE and LANDLORD.

16. **Furnished Unit:** If said property is furnished, an inventory shall be attached hereto and made a part hereof, and signed by LESSEE. LESSEE agrees not to furnish any unit with a waterbed.

17. **Indemnification:** LANDLORD shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and LESSEE agrees to hold LANDLORD harmless from any claims or damages unless caused solely by LANDLORD’S negligence. It is recommended that renter insurance be purchased at LESSEE’s expense.

18. **Governing Law:** This agreement shall be governed by the laws in the State of Maryland.

19. **Acceptance of Property.**
   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. LESSEE 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.
b. List of existing damages. LESSEE has the right to have the dwelling unit inspected by the LANDLORD in the LESSEE’S presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the LESSEE so requests by certified mail to the LANDLORD within fifteen (15) days of the LESSEE’S occupancy. This list is for information only, and LANDLORD 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.

20. Covenants: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

21. Notices: Any notice which either party may or is required to give, may be given to the following addresses

To LANDLORD
___________________________________________________

To LESSEE
___________________________________________________

22. Agent(s): In addition to the Landlord the following person(s) are allowed on the property:

___________________________________________________.

23. Entire Agreement: The terms and conditions of the Agreement are the entire agreement and understanding of the parties. LESSEE acknowledges that he has read this Agreement and understands its provisions and agrees to occupy said premises under the terms of the Agreement.

In witness, the parties have executed this agreement on the _____ of ____________________, 20_____.

Landlord’s Signature: ____________________________________________

Printed Name: __________________________________________ Date: __________

Lessee’s Signature: __________________________________________

Printed Name: __________________________________________ Date: __________

Lessee’s Signature: __________________________________________

Printed Name: __________________________________________ Date: __________