



## SAMPLE LEASE COPY

### CLAUSE 1: Identification of Landlord and Tenant

This lease Agreement made this XX day of XXXX 20XX is entered into between [TENANT(S) NAME] and Nicholas Fenzel ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

### CLAUSE 2: Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at: XXXXXXXX, together with the following furnishings and appliances: Washer/Dryer, Refrigerator, and Stove.

### CLAUSE 3: Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in clause 1 of this Agreement, and WILL NOT ALLOW ANYONE NOT ON LEASE TO SHARE PREMISES, rent rooms, nor assign, sublet or transfer lease rights without Landlord's written consent. Landlord will allow QUALIFIED tenant substitutions with a fee of One Hundred and Fifty dollars (\$150.00) and proper paperwork signed by all parties.

\*\*\*Should new tenants move in prior to full approval from Landlord, the fee will be \$300.00 per person.\*\*\*

Occupancy by guests for more than 3 days without Landlord's written consent will be declared illegal tenants. Illegal tenancy is considered a breach of this Agreement. This agreement is between Landlord and each signatory jointly and severally. Default of one or more Tenants shall NOT relieve remaining Tenants from timely payment of all rents due nor from obligations under other provisions of this Lease.

### Clause 4: Term of Lease

The term of this lease is for XX months commencing on MONTH DATE, 20XX expiring on MONTH DATE, 20XX. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

### Clause 5: Payment of Rent

#### Regular Monthly Rent

Tenant will pay to Landlord a monthly rent of \$ XXXX totaling \$XXXX per year payable by the following options below : (rent is due on the first of each month regardless of which payment option that you choose).

Payment Option A: In advance on the first day of each month in the form of cash, personal or cashiers check made payable to: Fenzel Investments or Nicholas Fenzel and deposited at any Bank of America location or at such other place as Landlord designates.

Tenants agree to Payment Option A:

Pro-rated first month's rent may apply if moving in on any other date after the 5<sup>th</sup> of the month.

For the period from Tenant's move-in date \_\_\_\_\_ through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$ \_\_\_\_\_. This amount will be paid on or before the date the Tenant moves in.

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### Clause 6: Late Charges

A penalty of five percent (5%) of the original amount due will be charged on all rents received after the fifth (5th) of month whether tenant is occupying the premises or has vacated. Said payment shall not be lessened by partial payment of rents on time and shall not constitute a waiver of the Landlord's right to institute proceedings in the DISTRICT COURT OF MARYLAND for rent, damages and/or repossession of the premises for non-payment of any installment of rent.

DISTRICT COURT ACTION: Any actions ruled in favor of Landlord shall cost tenants court charges plus a \$25.00 reprocessing fee. BE ADVISED THAT VACATING THE PREMISES DOES NOT RELEASE THE TENANT FROM CONTINUED LEASE OBLIGATIONS unless with Landlord's written consent or until unit has been re-rented with an approved tenant.

### Clause 7: Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of insufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$35.00. Check must be made good in cash within 48 hours of notification to tenants. Landlords may then refuse to accept checks from tenants in the future. If check is not made good within 48 hours, tenants are subject to 5% late fee.

### Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the total sum of: \$XXXX.XX as a security deposit. Signature of tenant(s) and check#(s):

\_\_\_\_\_

Tenant may not, without the landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 45 days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. If Tenant forfeits on the Lease Agreement, the security deposit will not be returned.

The Landlord may at his/her discretion, give notice to increase Security Deposit if damages or living conditions caused by the Tenants are in excess of 50% of the current Security Deposit. Security Deposit will be collected prior to rent.

### Clause 9. Utilities

Each Tenant will pay equal portion of all utility charges. For those utilities the cost of which is the Tenant's responsibility, the Tenant will promptly pay all charges for their use or consumption at the Premises, together with all taxes, levies or other charges on such utilities. If Tenant shall fail to promptly pay, when due, any such charges, taxes or levies, the Landlord at its option may pay same or Tenant's account. In such case, Tenant shall immediately (within 7 days), as additional rent reimburse Landlord therefore with interest.

TENANTS will have electricity and gas if applicable, placed in Tenant's name within 48 HOURS OF START OF LEASE. Water/Sewer bills will be sent to Tenant and paid in the same manner as rent by the DUE DATE. Should "Late Notice" be received by Landlord, a penalty of \$10.00 shall be assessed Tenants.

Houses equipped with private septic and well water will be assessed a flat charge of One Hundred Twenty-Five Dollars (\$125.00) per quarter for water and sewer usage. If metering is available on houses equipped with well water, water/sewer may be billed at the appropriate city/county rates based on metered readings. Toilet paper and human waste shall be the only items disposed into private septic systems. Damage and repairs to septic systems due to the disposal of items beyond the scope above will be at the tenant's expense.

The Landlord at his option may pay the bill and all fees in arrears and this amount paid shall be additional rent due from the Tenant to the Landlord, immediately upon the Landlord's payment. In such case, the Landlord shall have the right to file summary ejectment for non-payment of rent in the Rent Court Division of the District Court of Maryland AND THE TENANT SHALL BE SUBJECT TO EVICTION FOR NON-PAYMENT OF WATER AND SEWER CHARGE, IN THE SAME MANNER OF ALL OTHER RENT. If the Premises are oil heated, Tenant agrees to buy heating oil for heat and not to use lower grade heating oil which may clog the feed lines, burner or furnace. Tenant also agrees to automatic fill-up oil agreement with chosen oil company

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and will submit documentation of that agreement to Landlord with ONE MONTH of occupancy. Tenant agrees to pay as additional rent the cost of priming the burner if the tank runs dry and the cost of repairs due to the use of lower grade heating oil by Tenant.

Initial by Tenant(s): \_\_\_\_\_

Tenant agrees to keep the Premises heated to a minimum temperature of 60°F during cold weather by using the heating equipment on or at the Premises and not by using the stove, other appliances, or kerosene space heaters. Tenant shall reimburse Landlord for all costs incurred by Landlord in repairing or replacing frozen pipes serving Premises if such freezing is the fault of Tenant, Tenant's family, employees, agents or guest.

Clause 10. Assignment and Subletting Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

A) Tenant will: 1) Keep the premises clean, sanitary and in good condition and upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) Immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) Reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guest(s) or business invitees through misuse or neglect.

B) Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

C) Landlord/Tenant Checklist must be completed by Tenant and returned to Landlord within 10 days of occupancy

D) Yard Maintenance: (1) Tenant shall keep all grass areas regularly cut, otherwise Landlord shall have the right to contract cutting with a minimum charge to the Tenant of \$30.00. Tenant must keep all weeds, bamboo, and saplings removed from planting beds and from driveway, sidewalk and gutter. Tenant(s) shall be liable for any fines and penalties as may be levied by the City of Fruitland for failure to maintain thusly. (2) After two (2) city citations, Tenants will automatically be placed on Landlords Lawn Care Service. Tenants will then be responsible for paying all associated fees. (3) Snow Removal- Tenants responsible for shoveling walkway and sidewalk area in front of the house.

Option A: Tenants will take care of all yard maintenance. **TENANT INITIALS**

Option B: Tenants will subscribe to our Lawn Care Maintenance Program at an additional monthly cost of \$120 per month during the months of April - August and during the month of September \$60, totaling \$660.00. (tenants' initials)  
\_\_\_\_\_ INCLUDED \_\_\_\_\_

E) Tenant herein agree and give permission for the Landlord to have a professional cleaning service clean the property upon Tenant's vacating the rental unit. Said cleaning will include all appliances including exhaust hood in kitchen and ceiling fans, all floors, wipe down kitchen and bathroom cabinets and drawers inside and out, sinks, tubs, toilets, baseboards, dirty walls/window sills. If property is carpeted, Tenant agrees to Professional Carpet Cleaning, by JET CARPET CLEANERS, at the end of the lease term, or at any renewal or extension thereof. Tenant is financially obligated to pay for these services via



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deduction from said security deposit. Landlord will inspect unit upon Tenant's vacating and if the above cleaning has obviously been already completed, Landlord agrees to waive the expenditure of Tenant's Security deposit.

F) Tenant also agrees to cut lawn directly prior to vacating the Premises or will be charged the cost of grass cutting.

G) If Tenant leaves any belongings on the Premises after vacating, Tenant agrees to allow Landlord to remove said items and recognizes the cost of removal and disposal shall be deducted from security deposit.

H) Damages: Should Tenant leave damages upon vacating premises to the extent that they would prevent the Landlord from re-renting the unit, Tenant shall be held liable for a daily penalty comparable to the rent amount recent paid within lease. In the event major damage/repairs costs occur at the fault of the tenant(s), Landlord may require compensation set aside, separate to the Security Deposit, to cover repair costs. These funds will be collected prior to rent.

J) Tenant must also agree to conform to all City of Fruitland Ordinances especially in reference to keeping the exterior property in a neat and orderly condition. If the Property is served by the City with a Warning Notice of Violation, whether it pertains to grass, trash or other, the Landlord has the right to restore property to a condition in keeping with the City's requirements without additional notice to the Tenant. Tenant will be charged fees by the Landlord for performing said service. Upon receipt of billing, Tenant will pay as additional rent to Landlord within 10 days or will stand in violation of Lease and will be subject to aforementioned District Court Proceedings. Prior to official Code enforcement notification, Landlord reserves the right to contract services to rectify any conditions in violation of the City of Fruitland and/or Wicomico County Code after giving tenants due notice.

K) Should Tenant's actions cause Property to be inspected by any governmental agency, and agency requires repairs, modifications, or revisions of same amounting to more than one hundred dollars (\$100.00), excluding health and safety requirements, Landlord may elect to increase Tenant rent proportionally to cover same.

L) Tenant shall promptly advise Landlord of all defects to Property that occur during tenancy.

M) Tenants are responsible for maintaining/changing light bulbs, filters and batteries for the smoke detectors. Tenants are also responsible for the cost of screens, any false alarms, whether tenant is home or not, including the cost of repair for the outside lamps and windows.

N) Lockout Fee If during the normal business hours of Monday-Friday from 9am-5pm a tenant is locked out of their house/apartment, there is no charge for lockout. However, if after those hours and during holidays or weekends, a tenant calls a charge of \$40.00 will be billed to tenant as part of rent. Once phone call is received the charge is accessed to the tenant.

O) Cost Schedule for Repairs/Move Out - See Attached

Tenants' initials: \_\_\_\_\_

### Clause 12. Repairs and Alterations by Tenant

A) Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises. In cases of approval, all will remain with premises upon vacating.

B) Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system, There will be a \$45.00 charge for unreturned keys.

### Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: 1) violate any law or ordinance, including laws prohibiting the use or possession or sales of illegal



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drugs or consumption/distribution of alcohol to minors; 2) commit waste (severe property damage); 3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

PARTY FINE: THE LANDLORD SHALL HAVE THE RIGHT TO FINE TENANT \$200.00 (TWO HUNDRED DOLLARS) PER OFF CAMPUS PARTY HELD AT THE PREMISES.

An "off campus party" is defined by any gathering involving more than 10 people at the property in which the Landlord did not issue prior written approval. Evidence of an "off campus party" shall be defined by, but not limited to, any of the following:

- 1) Reports of a disturbance by neighbors, police, adjacent business, other students, or by the Landlord.
- 2) Discovery of beer bottles or cans in the parking area, yard or neighbor's yard(s)
- 3) Excessive amounts of alcohol related trash in exterior trash can and/or any Keg inside or outside the premises. If a party is reported, Landlord shall have the right, WITHOUT NOTICE, to investigate. Upon such lease violation, the Landlord shall have the right to evict Tenant(s) without refund of prepaid rents or security deposit. If a party fine is not paid following written notice, the Landlord has the right to withhold the amount from the Tenant's security deposit. The Landlord reserves the right to donate a portion of the fines to the Salisbury University Alcohol Task Force.

### Tenants' Initials

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#### Clause 14. Pets

No animal, bird, reptile or other pet will be kept on the premises, except properly trained dogs needed by blind, deaf or disabled persons. The Landlord has the right to fine Tenant \$25.00 for any animal found in the premises or on the property unless a separate pet lease has been established for said animal. Tenant will be fined \$10.00 for every additional day the animal remains on the property after written or verbal notification. The Tenant will also be responsible for a mandatory flea inspection or extermination fee.

#### Clause 15. Landlord's Right to Access/Maintenance/Interruption of Service

Landlord or Landlord's agents may enter the premises in the event of an emergency to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct a monthly inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or when repairs and upgrades to property or appliances must be made, Landlord shall give Tenant a 24 hour notice before entering.

Landlord shall keep all utility systems and appliances in good state of repair at Landlord's expense except where damages are caused by Tenant, Tenant's family, guests, agents or employees. Tenant shall IMMEDIATELY notify Landlord of any defective condition that comes to Tenants' attention. Tenant shall indemnify Landlord for any liability, loss or damage incurred by Tenant as a result of Tenant's failure to so notify the Landlord of such defective condition.

The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant due to repairs or interruption of services to utilities, appliances, or equipment in or about the Premises or due to defects in the Premises not caused by the Landlord's fault, omission, negligence or other misconduct, or due to the inability of the Landlord to obtain proper fuel, utilities, repair, or replacement parts.

In any 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, Landlord may stop or curtail the operation of said equipment or utilities, but in such cases diligence shall be used to complete the work. Except in extreme emergency, no repair work will be done after normal weekday working hours or on holidays!!!!

#### Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 3-4 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

#### Clause 17. Possession of the Premises

a) Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying



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rent and complying with all other terms of this agreement.

b) Delivery Date of Premises

The Landlord has not guaranteed a specific delivery date for the Premises, but the Tenant will only be charged rent from the date on which the Premises are ready for occupancy and tendered by Landlord to Tenant by delivery of keys.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not with Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment/house of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules, and regulations of this Lease, with the rent provided for under this lease to be apportioned for such period of occupancy unless otherwise agreed to between the parties.

Clause 18. Tenant Rules and Regulations

Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference. (tenants' initials) \_\_\_\_\_

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the Landlord shall recover reasonable attorney fees, court costs and court processing fees for serving summons to Tenant.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards. (2 pamphlets)  
(tenants' initials) \_\_\_\_\_

Other disclosures: \_\_\_\_\_  
(tenants' initials) \_\_\_\_\_

Clause 21. Waiver

The failure of Landlord to insist upon a strict compliance with any of the covenants, rules, or regulations of this Lease or to exercise any option here contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant rule or regulation in any other lease by any other Tenant.

Clause 22. Waiver of the Breach

Receipt by Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its' invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Pest Control

Tenant shall be responsible for all pest control such as mice, fleas, roaches, ants, vermin, insects or other pests unless evidence of same is listed in Tenant's Inspection Report. It is required for the Tenant to notify Landlord of any roach or any mice infestation. At that time Parsons Pest Control Division will be called, if infestation is due to cleanliness, tenant will be responsible for monthly service provided by Parsons Pest Control.

Clause 25. Indemnification

a) Tenant will indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the

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Tenant, or the family, guests, agents or employees of the Tenant. b) Tenant will indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense and Tenant failed to do so.

### Clause 26. Renters Insurance

At Tenant's sole cost and expense, Tenant shall purchase renters form homeowners insurance coverage providing for personal liability, bodily injury, and property damage coverage with a limit of not less than \$100,000.00 each occurrence and, further, to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant, during the term of this Lease, and any renewal or extension thereof, against loss or damage resulting from broad form named perils on replacement cost basis. **Tenants**  
Initials

### Clause 27. Liability of Landlord

Landlord shall not be liable for any damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same arises solely from the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other Tenants shall not be deemed to be negligence, omission, fault or other misconduct of the Landlord.

### Clause 28. Lease Renewal

A) Landlord will require notification and approval of renewal by December 1<sup>st</sup>, 20XX. The Landlord shall have the right via phone, in person or in writing to offer option of renewing the Lease. If Tenant does not renew the Lease within one week from the date of the offer, the Landlord shall lease the property to prospective tenants. Within 30-60 days of end of lease a notice to vacate will be mailed requesting the tenants vacate the premises on the lease expiring.

### B) Termination of Lease-Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. If Tenant shall hold over after the expiration of the term of this lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant form month to month, as defined by applicable Maryland law, 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.

In the event the Tenant becomes a month to month tenant in the manner described above, Tenant shall be required to provide landlord, in advance, thirty (30) days written notice of tenants' intention to surrender the Premises. Landlord, at landlord's discretion, at any time during a month to month tenancy, may terminate the month to month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

### Clause 29. Damages to Premises

In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or misconduct of the Tenant, Tenant's family, employees, agents or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of the Landlord, shall remain untenable; but if the Premises are so damaged that the Landlord shall decide it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.

### Clause 30. Re-Entry of Premises

A) Abandonment of the Premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings, including all or most major pieces of Tenant's furniture from the Premises; photographs or written lists by Landlord shall be sufficient proof of such abandonment. Landlord further shall have the right to remove from the Premises and store



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minor items left behind by the Tenant and discard same if not retrieved by Tenant in thirty (30) days.

B) In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may re-let the Premises for a term which may at Landlord's options be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the Liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right without further notice to sell or otherwise dispose of any personal property left in or about the Premises or storage area by the Tenant after the Tenant has vacated.

### Clause 31. Grounds for Termination of Tenancy

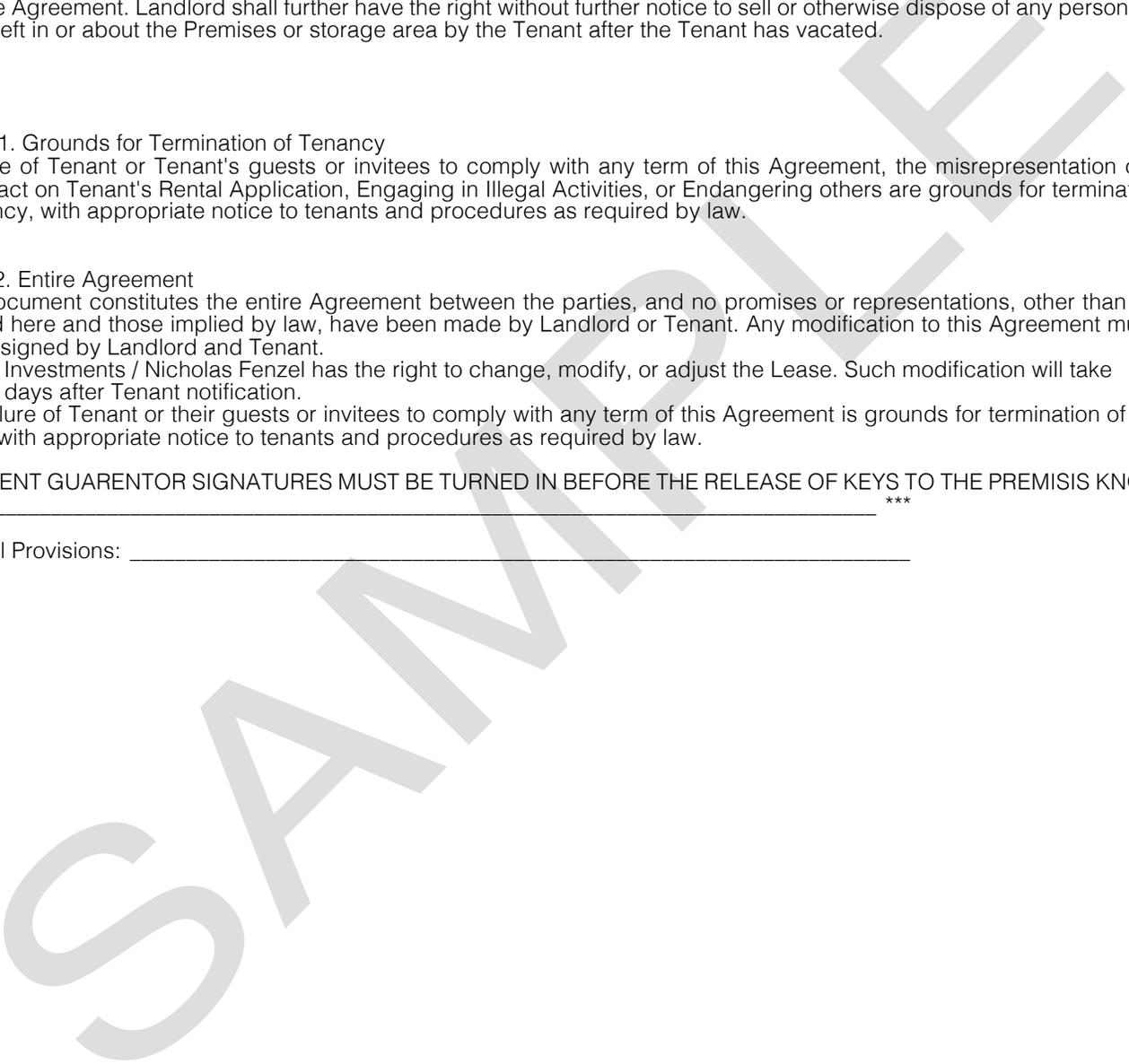
The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, the misrepresentation of any material fact on Tenant's Rental Application, Engaging in Illegal Activities, or Endangering others are grounds for termination of the Tenancy, with appropriate notice to tenants and procedures as required by law.

### Clause 32. Entire Agreement

- a) This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modification to this Agreement must be in writing signed by Landlord and Tenant.
- b) Fenzel Investments / Nicholas Fenzel has the right to change, modify, or adjust the Lease. Such modification will take effect ten days after Tenant notification.
- c) The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

\*\*\*ALL RENT GUARENTOR SIGNATURES MUST BE TURNED IN BEFORE THE RELEASE OF KEYS TO THE PREMISIS KNOWN AS \_\_\_\_\_\*\*\*

Additional Provisions: \_\_\_\_\_





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Date:  
Landlord/Agent: Nicholas Fenzel  
Title: Landlord  
Address: 224 N. Camden Ave Fruitland MD 21826  
Phone: 410-202-2632

Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_  
Phone: \_\_\_\_\_

Co-Signatures (REQUIRED) for each Tenant before move in:

SAMPLE



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### Attachment A

#### TENANT WILL NOT:

1. Appliances: Install any washing machines, dryers, dishwashers, air conditioners or there appliances in the Premises without the prior consent of the Landlord.
2. Furniture: Keep any water containing furniture in the Premises.
3. Walls and Woodwork: Drive nails into the woodwork or walls on the Premises, except nails in new wallboard to hang decorations. Do not use tacks, sticky stuff, masking tape, scotch tape, electrical tape, or duct tape to attach decorations to walls and woodwork. Do not put stickers or bumper stickers on ANYTHING in the property. Please use painters tape to adhere items.
4. Wallpaper and Paint: Apply contact paper, wallpaper or other wall covering to the premises, and will not change the type of color of the paint within the Premises from that utilized by the Landlord without Landlord's prior written consent.
5. Appliances and Utilities: Misuse or overload appliance or utilities furnished by the Landlord. 6. Advertising: Display any advertisement, sign or notice inside or outside the Premise.
7. Wire and Antenna: Install any wire, cable or antenna for radio, television or other apparatus in or on the Premises without the prior written consent of Landlord.
8. Fire Risk: Store in the Premises or any storage area any material of any kind of description that is combustible, or would increase the risk of fire.
9. Law and Insurance: Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated. No standing, sitting or laying on the roof. No urinating - on the house, in the yard, or out the window. No -Pitbulls,,Dobermans, Rottweilders, Mastiffs, Akitas, Chows, or Reptiles allowed on Property.
10. Window Sills: Place anything on the outer edges of the sills or window.
- 11 .Throwing of article: Throw or allow to be thrown anything out of the windows or doors down the passages of the building or from the balconies or patios. Do not throw grease, condoms, trash or any other objects out the windows.
12. Cleaning of rugs, mops, etc: Shake or clean any tablecloths, rugs, mops or other articles in any of the halls or from any of the windows, doors, or landings of the Premises or the building in which the Premises are situated.
13. Storage or Play Equipment: Install or erect any permanent or portable swimming or wading pools, playground equipment, storage sheds or other facilities anywhere on the property on which the Premises is located.
14. Sewer / Septic Systems: Deposit in the sewer system grease, hair, sanitary napkins, tampons, diapers or diaper liners, beer caps, drugs or drug paraphernalia, or any other foreign object.
15. Smoking: Smoke inside the property but will maintain an outdoor ashtray receptacle for all smoking Tenants and Guests. Tenants will not throw cigarette butts or cigar butts in the yard, driveway, sidewalk or landscaped areas on or around the property. Tenants will be subject to a \$50.00 minimum fee for removal of cigarette butts.
16. Window Treatments: Hangs flags, sheets, blankets, towels, etc. over windows. If existing window shades are not present or are damaged upon occupancy, the window blinds for which the Landlord, upon receiving receipts for installed shades, shall

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reimburse the Tenant up to \$5.00 per shade.

17. Group Meetings: Conduct or participate in, on the grounds of any property owned by Landlord, any carnivals, yard sales, rallies, fraternity meetings or other group meetings or activities without the prior written consent of the Landlord.

18. Fireplaces: Build fires in any fireplaces or wood stoves without express written consent of the Landlord.

19. Illegal Substances: If the Landlord discovers the use or sales of illegal substances at the Premises, the Landlord shall have the right to evict the Tenant without refund of pre-paid rents or Security Deposits.

20. Misc: Permit bars, beer pong tables, ping pong tables or pool tables on the Property. TENANTS SHALL:

1. House Keys: Notify the Landlord via phone or in writing 72 hours in advance of intent to occupy the Premises. If additional Tenants are to arrive at different dates, it shall be the responsibility of the Tenant who is to arrive first to coordinate distribution of the keys to the other Tenants.

2. Final Inspection: Assume responsibility for notifying Landlord of move-out date at least 7 days prior to the date in which the last Tenant intends to vacate the property. Landlord will schedule an exit inspection with the last Tenant vacating the Premises. Final cleaning, or any repairs to be made by Tenant should be done prior to the first Tenant's departure so as not to overburden the last Tenant. It is the Tenant's responsibility to provide Landlord with FORWARDING ADDRESS. Landlord is not responsible for tracking down Tenants in order to return appropriate Security Deposit.

3. Legal Dispute: Communicate via certified mail, return receipt requested, if a dispute with the lease arises between Tenant and Landlord, and shall be sent to the following address: 224 N. Camden Ave Fruitland MD 21826

Disputes between Landlord and Tenant shall be delivered personally or via First Class or Certified Mail.

4. Balconies/Patios: Keep balconies and Patios free of all personal belongings And trash, except that Tenant may maintain lawn furniture thereon provided same is maintained in an orderly manner.

5. Paint: Notify Landlord of any loose, peeling, chipping or flaking paint or wallpaper, or cracked plaster found on either the inside or outside the premise.

6. Smoke Detector Testing: Test smoke and carbon monoxide detectors periodically and keep same in operating condition at all times.

7. Service Calls: Pay within ten (10) days any invoice from the Landlord for a maintenance service call when the service call proves to be the responsibility of the Tenant.

8. Legal Fees: Pay \$25.00 fee per Tenant for filing with the District Court for late rent. Pay \$50.00 fee per Tenant for appearing in court to collect late or unpaid rent.

9. Parking: You are authorized to have X cars at Property. Parking outside designated parking areas may result in fines (min \$50.00) and/or the removal of said vehicle at the tenants expense. It is the tenants' responsibility to contact the Landlord with any questions as to the limits of the designated parking area boundaries.

10. Landlord has the right to remove at any time trash, debris or unsightly material on the property and charge Tenant a minimum of \$25.00 per incident, payment to be received within 10 days.



## SAMPLE LEASE COPY

Tenant's Signatures:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SAMPLE

## SAMPLE LEASE COPY

### Move Out Cost Schedule & Service Calls

Item	Fee/Repair/Replacement Cost
Return Late Fee	5%-of monthly rent
Returned Check Fees	\$35.00 plus applicable late charges
Front Door	Cost of Materials + \$30.00 per hour installation
Clean Refrigerator	\$50.00 minimum + \$30.00 per additional hour
Clean Stove	\$50.00 minimum + \$30.00 per additional hour
Repair Walls from removal of contact paper, mirror tiles or wall paper	Time & Materials
Clean Carpet	\$150 minimum, additional cost if excessive stains/dirt
Remove Carpet Strips	\$25.00 per room
Remove/Repair wall stick-ups (paper cup holders, hooks, deodorizers, etc.)	\$5.00 each repair
Removal of Trash	\$50.00 minimum
Removal of Large Furniture	\$80.00 minimum
Clean Apartment/House	1 bedroom \$100.00, 2 bedrooms \$200.00, 3 bedroom \$300, 4 bedroom \$400, extra charge if excessive
Replacement of Kitchen Light Fixture	Cost of materials + \$30.00 per hour installation
Replacement of Bathroom Light Fixture	Cost of materials + \$30.00 per hour installation
Replacement of Dining Room Light Fixture	Cost of materials + \$30.00 per hour installation
Replacement of Covers/Globes Only	\$15.00 each
Replacement of Hall Light Fixture	Cost of materials + \$30.00 per hour installation
Replacement of Toilet	Cost of materials + \$30.00 per hour installation
Replacement of Toilet Tank Cover Only	Cost of materials + \$30.00 per hour installation
Excessive Cleaning required of toilet/tub	\$50.00
Excessive cleaning required of sink	\$50.00
Replacement of Kitchen Sink	Cost of materials + \$30.00 per hour installation
Replacement of Locks (unreturned Keys)	
Dead Bolt	\$45.00
Handle Lock	\$45.00
Laundry Room	\$20.00
Mail Box	\$45.00
Replacement of Light Bulbs	\$0.95 each
Replacement of Florescent Bulbs	\$5.00 each
Replacement of Patio/Balcony Screens	\$45.00
Replacement of Window Screens	\$25.00
Carpet Burns/Stains	\$25.00 minimum per stain, additional if excessive
Repairing Holes in Walls	\$30.00 minimum per hole, additional if large hole
Crayon, writing on walls	\$20.00 minimum per wall
Repainting of Walls over Colored Paint	\$50.00 per coat, per room
Replacement of Medicine Cabinet	Cost of materials + \$30.00 per hour installation

## SAMPLE LEASE COPY

Repair/Replacement of Wooden Doors	Cost of materials + \$30.00 per hour installation
Repair/Replacement of Door Frames	Cost of materials + \$30.00 per hour installation
Vanity Burns or Chips	\$30.00 minimum
Replacement of smoke detector	\$10.00
Installation of new sub-floor	Cost of materials + \$30.00 per hour installation
Removal of Contact paper from shelves & drawers	\$10.00 per cabinet and/or drawer
Replacement of mini-blinds	\$15.00 each blind
Replacement of Sliding Glass Door Blinds	\$125 for materials + \$30.00 per hour installation
Yearly Air Filter Maintenance	\$35 year
Cleaning of mini-blinds	\$15.00 each blind
Replacement of ceramic bath holders	\$25.00 minimum + \$30.00 per hour installation
Cleaning windows	\$20.00 per window
Holes in doors or walls requiring spackling and paint	\$50.00 minimum + \$120.00 per hour labor

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