



Prince George's County  
Association of REALTORS®  
The Voice for Real Estate



Prince George's County Association of REALTORS®, Inc.  
**RESIDENTIAL DWELLING LEASE**

(NOTE: This Form is to be used ONLY for residential rental properties located in Prince George's County, Maryland.)

1. DATE OF LEASE OFFER: \_\_\_\_\_

2. LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD (Collectively referenced herein as "Landlord") \_\_\_\_\_

3. TENANT: \_\_\_\_\_

4. LEASED PROPERTY ADDRESS (the "Property") \_\_\_\_\_

5. INITIAL LEASE TERM: Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of \_\_\_\_\_ year(s) or months(s) commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Initial Term"), at a total rental of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for said Term, due and payable in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus, if applicable, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on \_\_\_\_\_ (date) as "pro rata" rent for the period \_\_\_\_\_ through \_\_\_\_\_.

6. RENT PAYMENT: Tenant agrees to pay rent to \_\_\_\_\_ at \_\_\_\_\_ or such other place as Landlord may from time to time designate. 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 Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including but not limited to payments for repairs, late fees, returned check fees, required to be paid by Tenant to Landlord 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 shall have the same remedies for the collection of such charges and fees as Landlord has for the non-payment of rent. Landlord shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

7. ADDITIONAL RENT: Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all

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damages, costs and/or expenses which the Landlord may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Landlord shall have the same remedies for the collection of such payments as Landlord has for non-payment of rent under this Lease. NOTE: Landlord is encouraged to seek competent legal advice relative to collection of additional rent.

**8. LATE CHARGES: In accordance with Prince George's County Code Sec. 13-158,** Tenant agrees to pay the rent on the Rent Due Date without any demand, deduction, or setoff. Tenant understands and agrees that Rent is due and payable on the first of each month and that Rent received by the Landlord after the first day of the month is considered late. Tenant agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the Rent Due Date, Tenant shall pay Landlord on the unpaid balance of the current month's rent, in addition to the Rent, a late charge equal to the maximum amount permitted by law which, in Prince George's County is one percent (1%) of the total monthly rental payment per day for each day the Tenant is late, commencing with the sixth (6<sup>th</sup>) day after the Rent Due Date, but not to exceed five percent (5%) of the total monthly rental payment. In the case of leases under which the rent is paid in weekly rental installments, a penalty of Three Dollars (\$3.00) may be charged for the late payment of rent. The late charge must be paid as additional Rent together with the Rent then overdue and in arrears. The period between the Rent Due Date and commencement of the late charge is NOT a grace period. The Landlord's acceptance of rent payments after the first day of the month 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 Property for non-payment of any installment of rent when and as the same becomes due and payable.

**9. RETURNED/DISHONORED CHECK CHARGE:** A service charge (which sum shall not exceed the maximum permitted by state law (Commercial Law, Title 15, Sec. 15-802) of Thirty-five Dollars (\$35.00) will be automatically applied for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

**10. APPLICATION OF PAYMENTS:** Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward rent. If the remaining amount is not sufficient to cover the full current month's rent, a late fee will be assessed on the current month's rent. Payments will be applied to the oldest balances due first. Should the Landlord accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of the Lease which require the payment of rent as specified herein.

**11. METHOD OF PAYMENT:** Landlord may require that all rental payments be made by money order, cashier's check and/or certified check. Instructions for any other payment methods acceptable to Landlord, including electronic payment, will be provided separately from this Lease.

**12. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial one selection only):**

**A. END OF INITIAL TERM.** Tenant agrees to vacate the Property by the last day of the Initial Term. Landlord shall provide Tenant with a minimum of sixty (60) days notice to vacate prior to the end of the initial term.

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**B. MONTH-TO-MONTH:** This Lease shall continue in force from month-to-month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the Initial Term by giving written notice to the other party ninety (90) days prior to the end of the Initial Term. Either party may terminate the month-to-month lease at the end of any rental month, provided that written notice of not less than sixty (60) days is given to the other party sixty (60) days prior to the last day of the desired final rental month of the tenancy. **NOTICE: Notice requirements vary depending on the jurisdiction. The State requires that Landlord give 90 days' notice to Tenant of termination of a lease with a term of a year or longer.**

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**C. YEAR-TO-YEAR:** This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, provided that written notice of not less than ninety (90) days is given to the other party ninety (90) days prior to the last day of the desired final rental month of the tenancy.

**NOTICE: Any written notice given pursuant to renewal term becomes effective upon the first day of the month following delivery of the notice.**

### **13. RIGHT OF FIRST REFUSAL/TENANT OPPORTUNITY TO PURCHASE:**

If Landlord intends to sell the Property while occupied by Tenant, Tenant may have the right to an exclusive negotiation period to submit an offer to purchase the Property. To determine whether Tenant has the right to an exclusive negotiation period, Tenant may contact the Office of Tenant and Landlord Affairs of the Maryland Department of Housing and Community Development. **Landlord shall attach as an Addendum to this Lease a copy of the most recent Maryland Tenant's Bill of Rights published by the Office of Tenant and Landlord Affairs.**

### **14. PERMANENT RENT STABILIZATION AND PROTECTION ACT OF 2024:**

Pursuant to, Prince George's County Code, Subtitle 13. Housing and Property Standards, the Permanent Rent Stabilization Act (PRSA) of 2024, which took effect on October 17, 2024, all landlords who operate regulated rental units must comply with the following:

#### **RENT INCREASES:**

- Annual Rent Increase Allowance is subject to change annually.

For applicable requirements, please refer to the Permanent Rent Stabilization Act website:

<https://www.princegeorgescountymd.gov/departments-offices/news-events/news/permanent-rent-stabilization-and-protection-act-prsa>

- **Applicability:** The PRSA is unit-based, not tenant-based. It applies to both a lease renewal for a regulated unit and the execution of a new lease for a regulated unit by a new or existing tenant (or tenants). This includes leases for any period of time and also includes leases that become month-to-month after a fixed term.

#### **NOTICE TO PRINCE GEORGE'S COUNTY LANDLORDS**

- **Exemptions:** The PRSA does not apply to the following:

- a unit whose construction was completed on or after January 1, 2000

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- a unit in a licensed facility if the primary purpose of the facility is the diagnosis, cure, mitigation, and treatment of illnesses
- a unit in a facility owned or leased by a 501(c)(3) IRS tax-exempt organization if the primary purpose of the organization is to provide temporary shelter to qualified clients
- owner-occupied group homes
- religious facilities, including churches, synagogues, parsonages, rectories, convents, and parish homes
- hotels/motels that only serve transient residents
- school dormitories
- licensed assisted living facilities or nursing homes
- a building originally designed and constructed to contain only two dwelling units, so long as the owner resides in one of the units as their primary residence (domicile)
- accessory dwelling units
- units subject to a regulatory agreement with a governmental agency or an agreement with a third-party entity that restricts occupancy of the unit to low- and moderate-income tenants
- a rental unit owned by a landlord who owns five (5) or fewer rental units within the County if the landlord is (1) a natural person or a living trust of a natural person, or (2) the trust or estate of a decedent
- a condominium unit owned by one or more persons domiciled in the County
- any unit within or part of a cooperative
- NOTE: The units/facilities listed above are only exempt from the PRSA for as long as the qualifying conditions exist. Once a condition ceases to exist, the unit/facility is no longer exempt.
- Enforcement: DPIE has the authority to enforce the PRSA through the imposition of penalties of \$1,000 for a first violation of the law and up to \$5,000 for any subsequent violation(s). DPIE may also seek judicial enforcement of any violation notices issued under the PRSA.

For additional information, contact the Prince George's County Department of Permitting, Inspections & Enforcement, Enforcement Division, 9400 Peppercorn Place – Suite 600, Largo, MD 20774; (301) 883-6168.

## 15. RENT INCREASES:

**A. Frequency and Amount.** After the initial term of this Agreement, Landlord may, from time to time and to the maximum extent permitted by law, increase rent for the demised Property. Rents may only be increased once per twelve (12) month period.

### Notice Period for Rent Increases in Maryland

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The notice period required for rent increases in Maryland varies according to the lease term, spanning from 7 to 90 days:

- 7 days' notice for a week-to-week written lease.
- 21 days' notice for a week-to-week oral lease.
- 60 days' notice for a month-to-month written lease.
- 90 days' notice for a one-year lease.

These notices must be delivered in writing, either in person or through first-class mail, unless both parties mutually agree to alternative method, such as email, text messages, or an online portal.

**B. NOTICE:** 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 Property in the event Tenant does not agree to pay the rent increase. For month-to-month leases, 60 days prior written notice is required and for year-to-year leases, 90 days prior written notice is required. Week-to-week leases require 7 days prior written notice. Landlord shall not accept less than the rent payment called for by the rent increase notice; and, 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.

**C. ACCEPTANCE:** Tenant shall indicate acceptance of Landlord's Notice 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 or year-to-year as stipulated in the terms of the lease. If Tenant does not accept the new rental amount and therefore intends to vacate the Property at the end of the initial term or any extension thereof, Tenant must so notify the Landlord within thirty (30) days of the end of this initial term or any extension thereof of Tenant intention to so vacate, and will then vacate in accordance with the Landlord's notice under (b) above.

**16. SECURITY DEPOSIT NOTICE:** In accordance with the Annotated Code of Maryland, \*Real Property Article, Section 8-203 (b), Tenant has deposited with the Landlord the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), ("Security Deposit") receipt of which is hereby acknowledged, which sum does not exceed one (1) months' Rent. The Security Deposit is to be held as collateral security and applied to any unpaid rent, damage due to breach of lease, or for damage to the leased dwelling unit by tenant, tenant's family, agents, employees, or social guests in excess of ordinary wear and tear. **Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent.**

A security deposit is any advance or deposit of money given to landlord by Tenant for the purpose of securing the performance of the rental agreement or any part thereof.

A landlord shall not impose a security deposit in excess of the equivalent of one (1) month's rent or Fifty Dollars (\$50.00), whichever is greater, per dwelling unit, regardless of the number of tenants.

**NOTICE: Total Security deposit, including pet deposit (if any), may not exceed one month's rent.**

If landlord charges more than the equivalent of one (1) month's rent or Fifty Dollars (\$50.00), whichever is greater, per dwelling unit, as a security deposit, tenant shall have the right to recover up to threefold the extra amount so charged, plus reasonable attorney's fees.

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An action under this Section may be brought at any time during the tenancy, or within two (2) years after the lease is terminated.

Landlord shall maintain the security deposit in an interest bearing and insured escrow account in a bank or savings and loan association located within the State of Maryland and administer it for the benefit of tenant. Security deposit money shall not be commingled with any asset of landlord and shall be identified in some manner as security deposit escrow money. Failure to provide such information shall be cause for denial, suspension, or revocation of the license to operate a multifamily rental facility as required by Section 13-184 of the Prince George's County Code.

Landlord shall give a tenant a receipt for a security deposit. The receipt shall be included as a provision in the lease.

Landlord shall be liable to tenant in the sum of Twenty Five Dollars (\$25.00) if landlord fails to provide a written receipt for a security deposit.

Landlord shall deposit the security deposit money within thirty (30) days after its receipt. Tenant shall be entitled to interest earned on the deposit as provided under Section 8-203, Real Property Article, Annotated Code of Maryland.

In the event of sale or transfer of the Property, including, but not limited to, receivership or bankruptcy, the security deposit shall be binding on the successor in interest to the person to whom the deposit is given. Security deposits shall be free from any attachment by creditors.

Any successor in interest shall be liable to tenant for failure to return the security deposit together with interest, as provided by this Section.

Landlord shall return the security deposit to Tenant together with simple interest per annum, less any damages rightfully withheld, within forty-five (45) days after the lease is terminated, in accordance with section 8-203, Real Property Article, Annotated Code of Maryland.

- (A) Interest shall accrue on the security deposit at the daily U.S. Treasury Yield Curve Rate for one year, as of the first business day of each year, or 1.5%, a year, whichever is greater, less any damages rightfully withheld.
  - 1. Interest shall accrue at monthly intervals from the day the Tenant gives the Landlord the Security deposit. Interest is not compounded.
  - 2. No interest is due or payable:
    - a. Unless the Landlord has held the Security Deposit for at least six (6) months; or
    - b. For any period less than a full month.
- (B) Landlord may utilize the Maryland Department of Housing and Community Development Rental Security Deposit Calculator available at <https://dhcd.maryland.gov/Pages/RSDCalculator> to determine the appropriate amount of interest payable (if any) to Tenant pursuant to Real Property Article, 8-203 detailed in this section.
- (C) Interest shall be payable only on security deposits of Fifty Dollars (\$50.00) or more.
- (D) If landlord fails, without a reasonable basis as specified in this section, to return all or any part of the security deposit and that portion of the accrued interest within forty-five (45) days after the lease is terminated, tenant shall have the right to recover up to three times the amount so withheld, plus reasonable attorney's fees.

Tenant has the right to be present when landlord or landlord's agent inspects the leased dwelling unit in order to determine if any damage was done to the leased dwelling unit, if tenant notifies landlord by certified mail of tenant's intention to

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move, the date of moving, and tenant's new address. The notice to be furnished by tenant to landlord shall be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, landlord shall notify tenant by certified mail of the time and date when the leased dwelling unit is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in tenant's notice. Tenant shall be advised of tenant's rights under this paragraph in writing at the time of tenant's payment of the security deposit. Failure by landlord to comply with this requirement forfeits the right of landlord to withhold any part of the security deposit for damages.

The security deposit may not be forfeited to landlord for breach of the rental agreement, except in the amount that landlord is actually damaged by the breach.

In calculating damages for lost future rents, any amounts of rents received by landlord for the leased dwelling unit during the remainder of any of tenant's term shall reduce the damages by a like amount.

A detailed statement of any damages or violations of the lease together with the cost actually incurred shall be mailed by first class mail directed to the last known address of tenant within forty-five (45) days after the lease is terminated. The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease, or for damage to the leased dwelling unit by tenant, tenant's family, agents, employees, or social guests in excess of ordinary wear and tear.

The failure of landlord to inspect the leased dwelling unit or to mail a notice within forty-five (45) days in accordance with this section shall cause landlord to forfeit any right to withhold any part of the security deposit for damages.

\*Annotated Code of Maryland, Real Property Article Sec. 8-203 (b), supersedes local law Prince George's County Code Sec. 13-159.

**17. POSSESSION:** If on the date of this Lease another person is occupying the Property 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 the Property is vacated by such other person, and the Rent due hereunder shall 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, in such event the Security Deposit and Rent paid must be returned to the Tenant within five (5) business days after Landlord's receipt of the notice.

**18. ACCEPTANCE OF PROPERTY:**

**A.** Landlord expressly warrants that the Property and all common areas are in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with applicable law, as required by Prince George's County Code Sec. 13-153, at the time tenancy commences. Tenant acknowledges that Tenant has been given an opportunity to examine the Property, that Tenant has examined the Property and found the Property to be in satisfactory condition, unless otherwise specified herein.

**B.** Tenant has the right to have the Property 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 shall not be obligated to make any repairs except as specified herein or as required by law.

**C.** If Landlord imposes a security deposit, Landlord must promptly give to tenant, upon Tenant's written request, a report describing all existing damage in the unit, as required by the Real Property Article of the Annotated Code of Maryland. Tenant's request must be made within fifteen (15) days of the start of Tenant's occupancy. If Tenant disagrees with the report, Tenant should give Tenant's own statement to the Landlord

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within five (5) days after receiving Landlords report. Landlord is liable to Tenant for three (3) times the amount of the security deposit if Landlord fails to give Tenant such report. Landlord is presumed responsible for the conditions noted in the report. (Prince George's County Code Sec. 13-157)

**If Tenant notices a defective condition in the unit which the Landlord may not know about Tenant must report it to Landlord within forty-eight (48) hours. If the defect may cause serious damage to persons or property, Tenant must report it immediately.** (Prince George's County Code Sec. 13-157)

See Section 26, below, addressing Water/Moisture/Mold.

**19. AUTHORIZED OCCUPANT(S):** The Property will be used solely for single-family residential purposes. The following persons and no others, except after-born children, are authorized by Landlord to reside within the demised Property: \_\_\_\_\_

In no event shall more than \_\_\_\_\_ persons (which is generally not more than 2 per bedroom) reside in the Property. In accordance with Prince George's County Code, Section 13-162, "occasional guests", shall mean any person who, with the Tenant's consent, temporarily occupies the Property for NOT more than fifteen (15) consecutive days. Persons visiting Tenant may not reside at the Property for more than fifteen (15) consecutive days (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.

**20. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY:** Tenant will not use the Property for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased Property. Tenant expressly assumes the obligation and affirmative duty of prohibiting his/her family members and guests from possessing or bringing onto the leased Property any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased Property by the Tenant, his family or guests constitutes a substantial breach of this Lease by the Tenant, which will entitle Landlord to terminate this Lease and recover possession of the Property. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased Property by Tenant's family members or guests. This paragraph does not limit any rights Landlord might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the Property if vehicular and foot traffic to and from the Property is of such magnitude so as to interfere with the enjoyment of neighbors (Prince George's County Code Sec. 13-162.00.01.)

In addition to complying with obligations imposed by the Lease and by all applicable laws pursuant to Prince George's County Code Sec. 13-156, Tenant shall:

- A. Keep the Property clean and sanitary;
- B. Dispose of all rubbish, garbage, and other organic and flammable waste in a clean and sanitary manner;
- C. Keep all plumbing fixtures as clean and sanitary as their condition permits (Tenant will be responsible for the cost to repair any plumbing damage caused by abuse or misuse of any of the plumbing equipment);
- D. Use properly all electrical and plumbing fixtures;
- E. Prevent anyone whom Tenant has permitted on the Property from damaging or removing any part of the Property or its equipment, and refrain from doing as Tenant;

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F. Comply with all lawful agreements and rules which the Landlord can show are reasonably necessary for the preservation of persons and property;

G. Refrain from interfering with the right of other tenants to peacefully enjoy their occupancies;

H. If locks have been added or changed by Tenant, give to the Landlord a copy of the key to permit entrance to the Property.

**I. Tenant will refrain from dumping any dairy products, cooking oils or greases, pasta, rice, or vegetable matter down any drains, especially the kitchen sink. Garbage disposals are not designed for disposing of large amounts of food. Tenant shall endeavor to dispose of any excess food or food scraps in the garbage, not the garbage disposal.**

J. If the Property is supplied with a dishwasher, Tenant shall be responsible for wiping remaining food off of all items to be washed in the dishwasher prior to using the dishwasher.

**K. Tenant shall refrain from using the toilet to dispose of personal hygiene wipes, paper towels and any other object that is not human waste or toilet paper. Tenant shall refrain from using the toilet to dispose of personal wipes even if the manufacturer claims they are flushable.**

L. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or the Health Department or any other governmental authority.

**21. NOTICES:** Any written notice regarding any of the provisions of this Lease must be given by \_\_\_\_\_ on behalf of all other Tenants to Landlord, and any written notice regarding any of the provisions of this Lease may be given by Landlord to any 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. Notice is effective upon hand delivery or three (3) days after deposit into the U.S. Postal Service, first-class postage prepaid.

**22. PETS/SERVICE ANIMALS:**

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

Tenant is authorized to have pets:

YES     NO    # ALLOWED \_\_\_\_\_    TYPE OF PET(S) \_\_\_\_\_  
WEIGHT(S) \_\_\_\_\_    BREED(S) \_\_\_\_\_

If pets are allowed and pet rent is being charged: Maryland REALTORS® Pet Rent Addendum attached:

YES     NO

**B. SERVICE ANIMALS:** Under federal, state and local laws (including without limitation the Prince George's County Code Sec. 13-162), if Tenant is disabled, Tenant may keep and maintain a dog or other animal, certified as being specially trained to aid Tenant with Tenant's disability, of the Tenant's choice within any leased dwelling unit, rental facility, and all other related structures in accordance with all applicable laws. If Tenant or any minor child of Tenant has a disability, Tenant may keep and maintain in the Property a service animal

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trained to do work or perform tasks for the benefit of the individual with a disability. Any such service animal may be kept within the Property and shall have access to the rental facility and all other related structures in accordance with applicable law. Tenant agrees to assume all liability for any service animal's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding such service animal, and for any damage caused to the Property by the service animal.

**NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

**Tenant has service animal:**

[ ] YES [ ] NO # ALLOWED \_\_\_\_\_ TYPE OF SERVICE ANIMAL(S):

**C. PET PROTECTION DURING EVICTION/LOSS OF POSSESSION OF PROPERTY:** If Tenant is evicted or loses possession of the Property pursuant to a court order, Tenant should visit <https://mda.maryland.gov/SiteAssets/Pages/Pets-and-eviction/HB102%20-%20Pet%20Protections%20During%20Eviction%20Flyer.pdf> on the Maryland Department of Agriculture website for information on how to provide housing for the pet during Tenant's temporary or permanent housing relocation. (Maryland Code, Real Property, Sec. 14-803)

**NOTE:** Current Maryland law provides that an owner of a dog, regardless as to breed, which causes personal injury or death, creates a rebuttable presumption that the owner of the dog knew, or should have known, that the dog was vicious or had dangerous propensities. Under such presumption, except as otherwise provided by law, the owner of the dog has the burden of proof to show that the owner had no such knowledge and had no reason to know that the dog was vicious or had dangerous propensities. (Maryland Code, Courts and Judicial Proceedings, Sec. 3-1901)

**23. PIT BULLS:** Prince George's County Code Sec. 3-146.01 and 3-185.01 rescinded the "pit bull terrier" ban effective February 2, 2026. Pit Bull Terrier owners should check with the Prince George's County Animal Services Division for required registration/licensing details:

<https://www.princegeorgescountymd.gov/departments-offices/environment/animal-services>

**24. INCLUSIONS/EXCLUSIONS:** Included in the Property are all permanently attached fixtures, including all smoke alarms and CO detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the Property, are included, if box below is checked.

**INCLUDED**

- Alarm System Equipment (no monitoring)
- Carbon Monoxide Detector(s) # \_\_\_\_\_
- Ceiling Fan(s) # \_\_\_\_\_
- Central Air Conditioning # \_\_\_\_\_
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop

**INCLUDED**

- Exhaust Fan (s) # \_\_\_\_\_
- Existing w/w Carpet
- Fireplace Screen Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # \_\_\_\_\_
- w/remote
- Garbage Disposer

**INCLUDED**

- Pool, Equip. & Cover
- Refrigerator(s) # \_\_\_\_\_
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Smoke Detector(s) # \_\_\_\_\_
- Storage Shed(s) # \_\_\_\_\_

**INCLUDED**

- Wall Oven(s) # \_\_\_\_\_
- Water Filter
- Water Softener
- Window A/C Unit(s)
- Window Fan(s)
- Wood Stove

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- |                                                |                                                  |                                          |
|------------------------------------------------|--------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Dehumidifier          | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Doors     |
| <input type="checkbox"/> Dishwasher            | <input type="checkbox"/> Intercom                | <input type="checkbox"/> Storm Windows   |
| <input type="checkbox"/> Drapery/Curtain Rods  | <input type="checkbox"/> Lawn Mower(s) # _____   | <input type="checkbox"/> Stove or Range  |
| <input type="checkbox"/> Draperies/Curtains    | <input type="checkbox"/> Microwave               | <input type="checkbox"/> TV Antenna      |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment    | <input type="checkbox"/> Trash Compactor |

Additional Inclusions:

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Exclusions:

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The above “inclusions” are for the Tenant's use and convenience and are warranted, by Landlord, only to be in working order at the time tenancy commences. Tenant agrees to keep such “inclusions” in a clean and sanitary condition. Tenant acknowledges that the above “inclusions” are delivered in proper operating condition. Tenant agrees to repair and/or replace aforementioned “inclusions” in the event one or more are damaged and/or rendered inoperable due to the negligent use by Tenant, his/her family, guests, employees, invitees, or pets. In the event that one or more of the aforementioned “inclusions” fails to operate properly under normal use and operating conditions, Landlord will be responsible for repair. If the age of such appliance or the cost of repair, at the sole discretion of the Landlord, dictates that a replacement is necessary, Landlord shall make the replacement.

**25. MAINTENANCE:**

**A.** Tenant shall keep clean and sanitary and in a general state of good repair all parts of the Property, including equipment therein, but not limited to the rental dwelling and the garage, shed, appliances (including stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers and other appurtenances, if any, as now or in the future are installed in the Property) and shall promptly (within 48 hours per Prince George’s County Code Sec. 13-157) report to Landlord, in writing, any defects leaks or breakage in the structure, equipment or fixtures of said Property, including damage by fire, storm and/or flood, as Tenant will be held liable for all damages attributable to such unreported conditions. *Under no circumstances may Tenant order repairs or replacements with the expectation that the Landlord will pay for, reimburse or permit deduction from the rent for same without prior written approval from Landlord.*

**B.** Tenant will be held responsible for any damage caused by any negligence on the part of the Tenant or for the cost of any repairs made necessary due to negligent acts of commission or omission by the Tenant, his/her family, guests, employees, or pets.

**C.** Tenant shall keep lawn, shrubbery and trees in similar condition as they were at time tenancy commenced. Tenant shall promptly remove ice and snow from all walks, steps and drives, and shall generally maintain grounds in clean and sanitary condition. Tenant will keep Property including gutters and grounds clean and sanitary. Tenant will keep window wells and drainage areas clean and sanitary.

**D.** Tenant shall replace light bulbs, fuses, faucet washers and refrigerator water filter(s) (if applicable) at Tenant’s expense as needed.

**E.** Tenant is responsible for general control and elimination of infestation of insects, rodents and other pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets, and rodents. However, if repairs to the structure are needed to prevent access by pests, Landlord shall be responsible for making such repairs,

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unless necessary repairs are the result of damage commenced or resulting from the negligence of the Tenant, his/her family, guests, employees, invitees, or pets.

**F.** Tenant is responsible for replacement of furnace/HVAC filters and shall have oil and gas furnace and heaters, if any, regularly serviced by competent mechanics to prevent avoidable damage. If dwelling is equipped with an oil burner, Tenant agrees to purchase a burner service contract from a reputable company providing for cleaning furnace and burner which does not contravene any existing service contract. Tenant agrees to purchase oil, if required, from the burner service company. Tenant shall be responsible for lighting pilot lights, including those for stove burners, oven, water heater and furnace.

In the event the Property uses oil/propane for heat, Tenant shall: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G.** Tenant shall keep the Property heated during cold weather. Tenant shall be responsible for any damage caused to Property as a result of failing to maintain heat or otherwise failing to take steps to prevent pipes from freezing.

**H.** Tenant shall keep all plumbing fixtures clean and sanitary. Tenant shall turn off water to all exterior spigots during cold weather to avoid freezing pipes.

**I.** Tenant shall be responsible for promptly notifying Landlord as to the need for additional caulking around tubs and in showers; damage caused by leaks resulting from insufficient or improper tub or shower caulking; damage caused by bursting pipes from failure to turn off water in cold weather or from failure to keep the Property adequately heated and for all stoppages of drains and water closets.

**J.** All garbage, trash and recyclables must be placed in suitable covered containers. Tenant must dispose from Property all rubbish, garbage, and other organic and flammable waste in a clean and sanitary manner and in accordance with applicable law and regulations. Tenant acknowledges that the use of plastic bags for yard waste is prohibited as stipulated in the Prince George's County Code, Sec. 21-142. Tenant shall be responsible for the prompt removal of any bulk trash in accordance with local laws and/or condominium/HOA regulations. Bulk trash left at the time Tenant vacates must be removed within 24 hours or Landlord may remove at Tenant expense.

**K.** Tenant shall be responsible for promptly notifying Landlord of broken windows or torn screens.

**L.** Tenant shall not refinish or shellac the wood floors. Tenant shall keep all flooring clean and sanitary. Tenant shall keep at least 80% of the floor area covered with rugs or carpeting.

**M.** Tenant shall not store firewood within eight (8) feet from any structure.

**N.** In the event Tenant does not maintain the property as required above, Landlord shall have the right to cause maintenance or repairs to be made and Tenant shall be responsible for all costs thereof, as additional rent.

**O.** If Tenant and Landlord make arrangements for Tenant to meet a vendor to make repairs or to perform maintenance and Tenant fails to meet vendor, as scheduled, Tenant shall be responsible for any

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**charges incurred for the Tenant's failure to meet vendor, as scheduled, and for any subsequent damages resulting from any such delay.**

**P.** Landlord does not warrant the condition of any communication wires or cables (phone, television, internet) to or within the leased Property.

**Q.** Landlord is responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems, except as otherwise noted in this section. Structural elements include, but are not limited to, 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 foregoing items; all components of the exterior designed to prevent infiltration of water (i.e. paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways.

**26. WATER/MOISTURE/MOLD:** Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets), flooding and/or water damage to the Property. In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub, or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold. \_\_\_\_\_ / \_\_\_\_\_ **(TENANT INITIALS)**

Tenant acknowledges receipt of the pamphlet entitled A Brief Guide to Mold, Moisture, and Your Home published by the U.S. Environmental Protection Agency, or a substantially similar pamphlet issued by the Maryland Department of the Environment in accordance with Maryland Code, Environment, Section 6-1702. \_\_\_\_\_ / \_\_\_\_\_ **(TENANT INITIALS)**

**27. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA:** In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is \_\_\_\_\_.

**28. RULES AND REGULATIONS:**

**A. Common Ownership Community Rules (In the event the Property is part of a condominium, co-operative and/or homeowner association)** 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 \_\_\_\_\_ (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 Landlord 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.

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In addition, the Declaration, Covenants and Bylaws, where applicable, are currently on file in the Prince George's County Department of Land Records. 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.

**B. Landlord House Rules**

**SMOKING:** Tenant acknowledges that smoking is not permitted on or about the Property.

**SPACE HEATERS:** Tenant acknowledges that space heaters are not permitted on or about the Property.

**WATERBEDS:** Tenant acknowledges that waterbeds are not permitted on or about the Property.

(Additional Rules)

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Tenant acknowledgement indicated by initial(s) below.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (Tenant Initials)

**29. UTILITIES:** The obligations of Landlord and Tenant with respect to the provision of utilities shall be as follows:

| UTILITY                     | FURNISHED AT COST OF:             |                                 | TENANT PAYS LANDLORD DIRECTLY: |
|-----------------------------|-----------------------------------|---------------------------------|--------------------------------|
| a. Cable TV                 | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| b. Water/Sewer              | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| c. Cooking Fuel             | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| d. Electricity              | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| e. Heating Fuel/Propane/Oil | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| f. Heating of Water         | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| g. Security Alarm System    | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| h. Trash Removal            | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| i. Telephone                | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| j. _____                    | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |
| k. _____                    | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant | <input type="checkbox"/>       |

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease, subject to the limitation explained in Additional Rent paragraph.

The Tenant agrees to furnish a receipted water bill for the above Property to Landlord at termination of the Lease or any extension or renewals thereof.

If at any time, Tenant fails to maintain utilities which cause the property to be at risk of damage by freezing, unsanitary or any other substantial risk, Landlord may declare Tenant to be in default of this Lease and may terminate the Lease.

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**NOTICE: If Tenant pays the cost of utilities for water, sewer, gas, or electricity directly to Landlord, Landlord shall provide a copy of the water, sewer, gas, or electricity utility bill to Tenant.**

**30. AGREEMENT FOR REPAIR OF UTILITY OR SERVICE:** If, under the terms of this Lease, Landlord has agreed to furnish any service or utility at Landlord's cost and expense, Landlord may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Landlord temporarily stop or curtail the furnishing of any such service or utility, Landlord shall use due diligence in restoring such service or utility.

**31. AGREEMENT IF UTILITIES ARE INTERRUPTED:** In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Landlord is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

**32. SMOKE ALARM INSTALLATION & MAINTENANCE:** Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. **NOTICE: Local jurisdictions and/or municipalities may have additional requirements.** Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within five (5) calendar days after the notification.

Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the cost of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

**33. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE:** Tenant acknowledges that Landlord has installed (if applicable) one or more carbon monoxide detectors in accordance with state or local law (Prince George's County Code Sec.11-295). Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any

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reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee, or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the cost of repair or replacement incurred by Landlord or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for replacement of rent.

**34. ALTERATIONS:** Tenant, without the prior written permission of the Landlord, will not remodel or make any structural changes, alterations or additions to the Property; will not wallpaper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted).

**35. TENANT'S USE OF KEYS AND LOCKS:** No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord's prior written consent in which case Tenant is to provide new key(s) to Landlord. Two (2) keys will be furnished to Tenant and all keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.

**36. SATELITE DISHES/ANTENNAE AND CABLES:** The installation of television/radio dishes, antennae, or cables, while not restricted by Landlord, as required by the FCC Telecommunications Act, as amended, shall not be installed, by Tenant, in any manner as to cause damage to the property. Tenant shall be responsible for repair of any resulting damage, including water penetration. Tenant shall further be responsible for complying fully with any condominium or HOA requirements for dish or cable installation. Dishes in excess of one meter (39.37 inches) in diameter are prohibited.

**37. VEHICLE PARKING:** In accordance with Prince George's County Code, Sec. 13-118; Section 302.8, no unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers, or other such vehicles shall be parked on the Property. Any vehicle as described herein that is parked on the Property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the Property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of Property.

There also shall be no parking or storage of commercial vehicles on the Property at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight and or has lettering in excess of four (4) inches or has in excess of 300 cubic feet of load space or has dual rear axles or has a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may be stated in the Rules and Regulations of the Common Ownership Community as detailed herein.

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service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application and Lease amendments for assignment or sub-tenancy. In the case of subletting, the original Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to Property located in a common ownership community that legally restricts or prohibits subletting or assignments.

**44. HOLD HARMLESS:** Tenant hereby agrees to indemnify and hold Landlord and their employees and agents 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 Property which is within the exclusive control of the Tenant. Further, Landlord is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or stream that may leak into or flow from any part of the said Property or from any source, unless the damages are caused by the Landlord's negligence or violation of law as determined by a court of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord for any loss sustained by Tenant that is the result of Landlord negligence as determined by a court of law.

**45. JOINT AND SEVERAL LIABILITY:** Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

**46. LANDLORD RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Pursuant to Prince George's County Code, Sec. 13-155, Landlord shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate. Tenant shall not unreasonably withhold consent for landlord to enter the Property to inspect, make necessary repairs, decorations, alterations, etc., or to show the Property to prospective purchasers, tenants, or mortgagees.

Landlord must not abuse the right to access or use it to harass the Tenant. Except in an emergency affecting health, safety, or welfare, Tenant must be given at least 24 hours' written or oral notice and Landlord's entry must be during normal business hours (Defined as: Monday through Friday, 9:00 am to 5:00 pm; excluding state, federal, or religious holidays) or at another time mutually agreed to by Tenant and Landlord. In an Emergency situation, Landlord may enter the Property immediately without notice to Tenant.

Any request for service or repairs to the Property from Tenant is construed to mean that permission to enter the Property has been granted by Tenant for the purpose of making requested service or repairs.

If Tenant is absent from the Property at the time of entry, Landlord must give Tenant, within 24 hours after entry, a written report stating the purpose of the entry and the details of any repair, decoration, alteration, etc.

Abuse of access rights by either Tenant or Landlord shall be a basis for termination of the Lease.

**47. SHOWING OF PROPERTY FOR RENT OR SALE:** During the last \_\_\_\_\_ days of this Lease, or any renewal or extension thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of \_\_\_\_\_ to \_\_\_\_\_ daily. Landlord shall give Tenant reasonable notice of such showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

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**48. INSPECTIONS:** Tenant acknowledges that Landlord has the right to be present at any and all inspections in and about the Property and agrees to notify Landlord prior to any inspection.

**49. 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 at any time deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, Tenant's family, employees, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject Property in violation of any rule, regulation or ordinance issued or promulgated by the Landlord, the Common Ownership Community identified herein, any governmental rental authority, or any federal, state or local law, then and in any of said events, the Landlord has the right to terminate this Lease by giving the Tenant personally or by leaving at the Property a thirty (30) -day written notice to quit and vacate the Property containing in said notice the basis for the termination, and this Lease shall terminate on the last day of the first complete month following delivery of such notice. The Landlord at the expiration of said notice or any shorter period conferred under or by operation of law may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

**B.** Failure to pay rent, additional rent, and late charges as specified herein will constitute a default. In the event of such default, the Landlord may pursue 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, subject to the limitation explained in Additional Rent paragraph.

**50. MOVE-OUT INSPECTION/SURRENDER OF PROPERTY:**

**A.** Tenant shall, upon termination of this Lease, surrender the Property and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the Property 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 Property without Landlord's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the Property are not left in good and clean condition, then any action deemed necessary by the Landlord to accomplish same shall be taken by the Landlord at the Tenant's expense as additional rent. Tenant must deliver all keys to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks, as additional rent.

**B.** Tenant is hereby advised that Tenant's obligation to pay rent, utilities, and to maintain the Property does not cease until such time as Landlord has recovered legal possession, which is deemed to be; i) when the keys are returned to Landlord, ii) when Tenant has notified Landlord, in writing, that Tenant has vacated the Property or, iii) when possession has been recovered through the legal eviction process, during which period charges will accrue to Tenant's account.

**51. ABANDONED PROPERTY:**

**A.** Any personal property of Tenant that remains in the Property after termination of the tenancy or upon surrender or abandonment of the Property by Tenant prior to the end of the lease tenancy shall be conclusively considered to be abandoned by the Tenant and Landlord may dispose of any and all of such personal property as Landlord shall elect at Tenant's sole cost and expense.

**B.** Landlord shall not be liable to Tenant or any other person for the loss of property so abandoned.

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C. In the event of the eviction of Tenant, following execution of warrant of restitution, any personal property shall be deemed abandoned by Tenant and Landlord may dispose of any and all of such personal property at the election of Landlord. Pursuant to Section 13-164 of the Prince George's County Code, personal property of Tenant may not be placed by Landlord on or within a public right-of-way or on any public property. However, if Tenant or Tenant's Agent is present at the time the warrant of restitution is executed, Tenant shall be permitted to remove, salvage, and transport the personal property of Tenant from the Property for a reasonable period of time, not to exceed four (4) hours.

**52. DESTRUCTION:** If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Landlord elects to repair the damage to the Property, then Landlord shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.

**53. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT:** If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Owner and condemnor by reason of the complete or partial taking of Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of Property, shall belong to and shall be the sole property of Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

**54. 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 Property 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 document(s) which the Landlord or lender(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 written request therefor from the Landlord or the lender(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.

**55. ESTOPPEL CERTIFICATE:** Tenant shall, 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.

**56. MANAGEMENT:** The Property will be managed by (Landlord)(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 Landlord and that Agent is acting as a conduit of funds. Accordingly, Landlord and Tenant

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owner of pre-1978 housing is required to disclose to Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease.

**B. MARYLAND LEAD POISONING PREVENTION PROGRAM:** If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at:

<https://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>

**C. AGE CLASSIFICATION OF PROPERTY:** Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that:

The Federal Program (**check one**)

- the Property was built during or after 1978; the Federal Program does not apply.
- the Property was built before 1978; the Federal Program applies.

The Maryland Program (**check one**)

- the Property was built prior to 1978; the Maryland Program applies.
- the Property was built during or after 1978; the Maryland Program does not apply.

Age Classification Unknown (**check if applicable**)

- Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

**D. ACKNOWLEDGEMENT:** Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

1. **Under Federal Law** (The Residential Lead-Based Paint Hazard Reduction Act of 1992)
  - a. The EPA "Protect Your Family From Lead In Your Home" brochure
2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)
  - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment
  - b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as in 1.a.)

**E. RENOVATION, REPAIR AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb paint. Before and during any renovation, repair, or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

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Tenant shall not personally perform any renovation, repair or painting project which might disturb paint in pre-1978 rental housing. Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord written evidence, satisfactory to Landlord, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP. For detailed information regarding the RRP, Tenant should visit <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

Tenant understands and acknowledges that compliance under Federal and Maryland law is the sole responsibility of Landlord and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice. \_\_\_\_\_ / \_\_\_\_\_ (TENANT INITIALS)

**62. TENANT ACCEPTS PROPERTY:** Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition unless otherwise agreed in writing.

**63. ATTORNEY'S FEES AND COURT COSTS:** Should any action be brought by either party hereto to enforce any provision of this Lease, the non-prevailing party in such action shall reimburse the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party.

**64. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Tenant may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that no real estate licensee involved in the leasing of the Property, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**65. RENT ESCROW:** Should Tenant believe Landlord to be in violation of this Lease, under NO circumstances may Tenant withhold rent. Rent escrow procedures instituted through the appropriate court of law is the proper and lawful Tenant remedy as stipulated in Prince George's County Code Sec. 13-162.

**66. AGE RESTRICTED/SENIOR RENTAL COMMUNITY/FACILITY:** Is the Property Age Restricted Senior Housing defined as any senior facility, building or community that has a resident age restriction of fifty-five (55) years of age and older?  NO  YES. If "YES", Please refer to a., b., c. below.

**A.** Landlord acknowledges, pursuant to Prince George's County Code Sec. 13-166, that Landlord SHALL offer an initial lease or, when a current lease expires, a renewal lease, with a lease term of AT LEAST twenty-four (24) months to a senior lessee (age fifty-five (55) or older) residing in age restricted senior housing, unless the senior lessee waives, in writing, on a separate waiver form or the written waiver is included in the written lease. The twenty-four (24) month lease or renewal lease shall apply to senior lessees in an age restricted facility, building or community that are at least fifty-five (55) years of age at the time the lease or renewal is offered. The lease term shall **remain without fee or rent increases for the twenty-four (24) month period**. Landlord further acknowledges that Landlord is required, prior to entering into a written lease or any renewal of such written lease, to provide written notice informing the senior lessee of the option of the twenty-four (24) month lease to all effected tenants (those fifty-five (55) years of age or older residing in an age restricted facility,

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building or community) upon entering into a new lease or renewal lease for the twenty-four (24) month lease. Landlord is required to keep a copy of such lease on file for a three (3) year period. Landlord is required to keep a record of seniors who are using a twenty-four (24) month lease period. A Landlord who fails to offer the twenty-four (24) month lease option to senior lessees at the time of the initial lease, or any renewal thereof, to qualified applicants may result in the forfeiture of the rental license.

**B.** Tenant acknowledges that Tenant is of age fifty-five (55) and older. As such, Tenant further acknowledges that Landlord offered a twenty-four (24) month lease option. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Tenant Initials)

**C.** Tenant (of age fifty-five (55) and older residing in age restricted facility, building or community)  
 YES, Accepts twenty-four (24) month lease. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Tenant Initials)  
 NO, Waives/Declines twenty-four (24) month lease. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Tenant Initials)

**67. ADDITIONAL PROVISIONS:** Further Provisions and Additions Hereto:

\_\_\_\_\_

**68. ADDENDUM:** Addendum attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Number of Pages \_\_\_\_\_

**69. 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 Property, and the rental rate without requiring execution of the Lease or any prior deposit.

**B.** If this Lease contains a Lease Option Agreement, then it is expressly agreed that THIS IS NOT A 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.

**D.** Tenant acknowledges that the statements and representations made in the signed application for said Property are true; that said statements have induced Landlord 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 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 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

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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 he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord to lease the Property 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.

**I. For purposes of this lease, any reference to a month or thirty (30) days shall be deemed to constitute a full calendar month.**

**J.** Landlord may not commence an eviction proceeding or issue a notice to quit solely as retaliation against any Tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the Landlord or for any action by Tenant pursuant to Section 8-208.1, Real Property Article of the Annotated Code of Maryland.

**K.** Nothing herein constitutes a waiver or forego of any right or remedy due to Tenant as provided by applicable law.

**70. REAL ESTATE BROKER LEGAL LIMITATIONS:** As used in this Lease, the term “Broker(s)” shall mean: (a) the two (2) Brokers as identified at the final pages of this Lease; (b) the two (2) named Sales Associates identified on the final pages of the Lease; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term “Broker(s)” shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. Landlord and Tenant understand and acknowledge that any broker and broker’s agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and broker’s agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by broker or any agent, subagent, or employee of broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Landlord and Tenant resulting in broker or broker’s agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Landlord and Tenant, jointly and severally, agree to indemnify broker and broker’s agents, subagents, or employees for all costs and expenses, including reasonable attorney’s fees incurred by broker or broker’s agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against broker or broker’s agents, subagents, or employees for any wrongdoing.

**71. REAL ESTATE LICENSEE DISCLOSURE:** If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.

**72. AGENCY DISCLOSURE:** If applicable, Landlord and/or Tenant acknowledge(s) receipt of “Understanding Whom Real Estate Agents Represent.”

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**73. NOTICE: Use of premises for prostitution including human sex trafficking and human labor trafficking prohibited.** In accordance with Prince George’s County Code Sec. 13-162.00.02, it shall be unlawful for any person, tenant, landlord, landlord agent, management staff and/or property owner to knowingly sublease, assign, transfer possession, or permit use of premises for the purposes of any violation of the Prostitution Laws, including human sex trafficking and human labor trafficking laws of the State of Maryland and/or Prince George’s County.

**74. TIME IS OF THE ESSENCE:** Time is of the essence of this Lease.

**75. NOTICE AND SERVICE OF PROCESS:**

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.

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

**THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGE(S) RECEIPT OF THE FULLY EXECUTED COPY OF THIS LEASE. TENANT(S) ACKNOWLEDGE RECEIPT FOR PAYMENT OF THE SECURITY DEPOSIT, INCLUDING THE PROVISIONS OF PARAGRAPH THREE (3) RELATING TO THE RENTAL SECURITY DEPOSIT. ALL TENANT(S) MUST SIGN BELOW:**

|                            |              |                            |             |
|----------------------------|--------------|----------------------------|-------------|
| <b>Tenant’s Signature</b>  | <b>Date</b>  | <b>Tenant’s Signature</b>  | <b>Date</b> |
| <b>Tenant’s Signature</b>  | <b>Date</b>  | <b>Tenant’s Signature</b>  | <b>Date</b> |
| <b>Landlord/Owner:</b>     | <b>Date</b>  | <b>Landlord/Owner:</b>     | <b>Date</b> |
| <b>Name</b>                |              | <b>Name</b>                |             |
| <b>Street</b>              |              | <b>Street</b>              |             |
| <b>City</b>                | <b>State</b> | <b>Zip</b>                 |             |
| ( ) -                      |              | ( ) -                      |             |
| <b>Telephone</b>           |              | <b>Telephone</b>           |             |
| ( ) -                      |              | ( ) -                      |             |
| <b>Emergency Telephone</b> |              | <b>Emergency Telephone</b> |             |

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**Information provided for reference only:**

LISTING BROKER: \_\_\_\_\_ BRANCH OFFICE: **HomeSmart**

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ BROKER MLS ID: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

SALES ASSOCIATE: **Yulonda Campbell** E-Mail: yulondarcampbell@gmail.com PHONE: **(301)202-4352**

ACTING AS:  LISTING BROKER AND LANDLORD AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKER: \_\_\_\_\_ BRANCH OFFICE: **HomeSmart**

OFFICE PHONE: **(301)802-9831** FAX: \_\_\_\_\_ BROKER MLS ID: \_\_\_\_\_

OFFICE ADDRESS: **4201 Mitchellville Rd. #401 Bowie, MD 20716, Bowie, MD 20716**

SALES ASSOCIATE: **Yulonda Campbell** E-Mail: yulondarcampbell@gmail.com PHONE: **(301)802-9831**

ACTING AS:  
 LANDLORD AGENT (WHETHER “COOPERATING AGENT” OR “LANDLORD AGENT”); OR  
 EXCLUSIVE TENANT AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

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