

LEASE

This Lease, made this ___ day of _____, 200_, by and between Old River Properties, LLC., (the "Landlord") and _____ (the "Tenant").

The Landlord hereby leases to the Tenant, and the Tenant leases from the Landlord, the premises known as _____, _____, Maryland (the "Premises") for the term of one year beginning on the _____ day of _____, 200_, and ending on the ___ day of _____, 200_ (the "Term").

1. Payment of Rent. The rent for the Premises will be payable in equal monthly installments of _____ dollars and no cents (\$_____. 00.), (the "Rent") in advance on the first day of each month of the Term. The Tenant will pay the Rent promptly without any deduction or offset whatsoever and will pay the Rent when due. Rent must be received by the Landlord on or before the first day of each month at the Landlord's address stated in section ___ below. If a monthly installment of Rent is paid more than 5 calendar days after the date when due, the Tenant will pay, as additional rent, a sum equal to 5% of the delinquent Rent due. If the Landlord accepts a check from the Tenant for Rent that is bad or worthless, the Tenant will pay a \$50.00 charge to the Landlord as additional rent to offset administrative costs involved, and an addition sum equal to 5% of the delinquent Rent due. The Tenant acknowledges that late payment of Rent could adversely affect the Tenant's credit rating.

2. Utility Costs. The Tenant will be responsible for all electrical, gas, heating, cooling, water, sewer, telephone, cable television, and any other utility costs for the Premises. The Tenant will promptly pay all utility costs directly to the utility company or the county government, as appropriate.

3. Use of Premises. The Tenant will (a) use the Premises in a careful manner; (b) comply with all condominium or homeowners' association rules and regulations (including parking regulations); (c) not use or to permit the use of any portion of the Premises for any purpose other than as a private residence; (d) keep the yard and sidewalks in order; (e) remove snow, ice, weeds, and leaves from all walkways and the yard; (f) keep the Premises in a well-repaired, clean, and sanitary condition; and (g) comply with all laws, codes, ordinances, rules and regulation.

4. Additional Requirements. All electrical, heating, air-conditioning, mechanical and plumbing equipment will be carefully used for their respective legitimate purposes only. The Tenants will not smoke or permit smoking in the Premises. The Tenant will not have any waterbed on the Premises. The Tenant may not install any additional locks, or change any locks, without the Landlord's prior written consent. The Tenant will not make any duplicate keys to any locks for the Premises without the Landlord's prior written consent.

5. Rules and Regulations. The Tenant, and the Tenant's agents, employees, invitees, and family members will observe and comply with the rules and regulation set forth in or attached to this Lease, if any, and with those further rules and regulations and modifications of them that the Landlord may from time to time adopt concerning use of the Premises.

6. Initial Condition of Property. The Tenant has been provided with an opportunity to inspect the Premises and accepts the Premises in its present condition. The Tenant acknowledges that the Premises is in habitable condition.

7. No Pets. No pets may be kept on the Premises without the Landlord's prior written consent.

8. Occupancy. Only the Tenant and no other person(s) will occupy the Premises.

9. No Assignment or Subletting. The Tenant will not assign this Lease or sublet the Premises or any part of it without the Landlord's prior written consent, and any assignment or subletting, without the Landlord's prior written consent, will be null, void, and of no effect.

10. No Alterations or Improvements. The Tenant will not make any alterations, additions, or improvements (including painting) to the Premises without first obtaining Landlord's prior written consent. Any blinds, curtain rods, fixtures, fans, or light fixtures attached by the Tenant to the Premises become part of the Premises and the property of the Landlord. The Tenant will be liable for any cost the Landlord incurs in removing those items.

11. Appliances. The Premises may include various appliances, such as stoves, refrigerators, microwave ovens, dishwashers, garbage disposals, clothes washers, and clothes dryers. The Tenant will use these appliances in accordance with their manuals and instruction booklets, and will use reasonable care in operating them. The Tenant will not discard any manuals or instruction books for any appliances, and will keep them in a safe place.

12. Smoke Detectors. THE TENANT ACKNOWLEDGES THE TENANT'S RESPONSIBILITY TO EQUIP THE PREMISES WITH AT LEAST ONE APPROVED SMOKE DETECTOR, in accordance with the provision of Article 38A, Section A(b) of the Annotated Code of the State of Maryland, as amended. THE TENANT FURTHER ACKNOWLEDGES THE TENANT'S RESPONSIBILITY TO MAINTAIN THE SMOKE

DETECTOR, and assumes all liability for it, and hereby waives and exonerates the Landlord from any and all liability resulting from any defect in any smoke detector the Tenant installs.

13. Landlord's Maintenance Obligations.

- a. The Landlord will maintain and keep in repair (or replace, in the Landlord's sole discretion) the plumbing, heating, cooling, and electrical systems, and the roof and exterior walls of the Premises. The Tenant will be obligated for the cost of those repairs or replacements if the need for repair or replacement is due to the negligence or misuse of the Premises by the Tenant or the Tenant's agents, family members, or invitees. The Tenant will be responsible to make all other repairs and replacements to the Premises. Any damage to the painting, walls, doors, windows, window fixtures, light fixtures, appliances, or other parts of the Premises, in excess of ordinary wear and tear, will be promptly repaired by the Tenant so as to restore the Premises the same condition as existed at the start of the Term. If the Tenant fails to make any such repair, the Landlord, in the Landlord's discretion, may make the repair. In that event the cost of the repair will be added to Rent and will be payable by the Tenant to the Landlord on demand, and the Landlord will have the same remedies for the collection those costs as Landlord has for the non-payment of Rent.
- b. The Tenant will notify the Landlord promptly at 410-336-2326 in the event of any damage to the Premises, or the need for any repair to the Premises. The Tenant will be responsible for any costs of repair caused by the Tenant's failure to give the Landlord timely notice of the need for repair.
- c. The Tenant will promptly notify the Landlord in the event of the presence of water, moisture, water leaks, and spillage (including in or around the roof, windows, doors, ceilings, floors, sinks, bathtubs, toilets, appliances), flooding, and /or water damage to the Premises. The Tenant will take immediate measures to contain the water and to prevent any further water damage. The Tenant will notify the Landlord promptly in the event mold of any type is observed within the Premises.
- d. The Landlord and the Landlord's agents and employees may enter the Premises at all reasonable times for the purpose of inspection or making any repairs. The Landlord may enter the Premises at any time, without advance notice, in the event of an emergency or a danger to life, health, or property.

14. Right to Show Premises. For a period of ninety (90) days prior to the expiration of the Term the Landlord may, at reasonable times and on reasonable notice, show prospective tenants or purchasers through the Premises and post "For Rent" signs on the Premises. During the Term the Landlord may show the Premises for sale, and post a "For Sale" sign on or about the Premises. The Tenant will keep the Premises in orderly condition for all showings.

15. Surrender of the Premises. The Tenant will surrender the Premises to the Landlord at the end of the Term or any renewal of this Lease in as good condition as when received, ordinary wear and tear excepted. The Tenant will surrender the Premises free and clear of all furniture and debris and in a broom-clean condition, and will return all keys to the Premises to the Landlord. The Tenant understands that the Landlord may charge a cleaning fee in the event that the Premises are not left in broom-clean condition.

16. Landlord's Rights if Tenant Does Not Vacate the Premises. If the Tenant does not vacate the Premises on or before the last day of the Term, the Landlord may: (i) forthwith eject the Tenant and take possession of the Premises and store all furniture and other personal property found on the Premises at the Tenant's expense without liability to the Landlord, (ii) hold the Tenant liable for another year at the same rental, and/or (iii) exercise any other remedy granted to a landlord under Maryland law, including to the extent permitted by law, the power to collect double rent for the holdover period.

17. No Responsibility for Tenant Property. With respect to those portions of the Premises within the Tenant's exclusive control, the Landlord will not be responsible or liable for any loss or damage to any of the Tenant's property or goods placed on, in or about the Premises, or for any personal injury to the Tenant or any agent, employee, invitee or family member of the Tenant. The Landlord will not be deemed a bailee as to any goods or property placed on, in or about the Premises.

18. Tenants' Insurance. The Tenant shall obtain "tenant's" or "renter's" insurance from an insurance company with a Best's rating of A or better. The insurance policy will name the Landlord, and its officers, agents, and employees, as additional insureds. Within ten- (10) days of the beginning of the Term, the Tenant will furnish the Landlord with a certificate of insurance giving evidence of this insurance coverage.

19. Indemnification. The Tenant will defend, indemnify for and hold the Landlord harmless from any and all liability, loss, cost, damage or expense arising out of: (i) any violation by the Tenant of any laws, codes, ordinances, rules, or regulation; (ii) any violation or non-performance by the Tenant of any of the terms of this Lease; or (iii) any other act or omission of the Tenant or the Tenant's agents, employees, invitees or family members. The Landlord will not be liable for any loss of any property by theft or otherwise, or for injury or death of persons or damage to property caused by other persons, or resulting from the escape of gas, electricity or water, or from rain, snow, or dampness or presence of hazardous material.

20. *Destruction or Damage to the Premises.* If fire, tempest or other act of god, or by the acts or rioters or public enemies make the Premises uninhabitable, or if the Premises are only partially damaged or destroyed and the Landlord gives notice to the Tenant of its decision not to repair such damage or destruction, this Lease will terminate immediately and all Rent payable under this Lease shall be apportioned to the time of such event. If, however, the Premises are only partially destroyed or damaged and the Landlord elects to repair the damage to the Premises, then the Landlord will restore the Premises to substantially the same condition as existed immediately before such occurrence without unreasonable delay, the Rent payable under this Lease will not be abated, and this Lease will remain in full force and effect.

21. *Breach; Failure to Pay Rent; Landlord's Remedies.*

- a. If the Tenant fails to pay the Rent within ten (10) days of the date when due or if the Tenant breaches any other term, covenant, or condition of this Lease, Landlord may: (1) re-enter the Premises and terminate this Lease in accordance with the applicable provisions of law, (2) to the extent permitted by law, retain possession of the Tenant's personal property and sell or dispose of the property in the Landlord's sole discretion; (3) bring summary proceedings to evict the Tenant; and/ or (4) pursue any other remedy available to Landlord. No termination of this Lease or recovery of possession of the Premises will deprive the Landlord of any other action against the Tenant for rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor will any Lease termination extinguish the Tenant's obligation to pay all Rent and other sums due and owing to the Landlord.
- b. If the Premises become vacant because of the exercise by the Landlord of its remedies under this Lease, or should the Tenant abandon the Premises, the Landlord may take possession and relet the Premises, if reasonably possible. Any re-letting will be as the agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. In that event, the Tenant, upon demand will pay to the Landlord the costs incurred by the Landlord in reletting the Premises, and the Tenant will thereafter pay monthly in advance the difference between the Rent payable under this Lease and amount of the rent received upon any such reletting. The Landlord has no obligation to show or lease the Premises in preference to any other rental units owned by Landlord.
- c. The Tenant will pay as additional Rent: (a) any and all sums which may become due by reason of the Tenant's breach of this Lease; (b) any and all damages, costs and expenses which the Landlord may incur caused by any act or neglect of the Tenant or the Tenant's agents, employees, invitees or family members. In the event the Tenant fails to make any such payment, then that amount will be added to and deemed part of the Rent due, and the Landlord will have the same remedies for the collection of those charges as it has for Rent.

22. *General.*

- a. The Landlord's failure to insist upon the strict performance of any of the covenants of this Lease, in any one or more instances, will not be construed as a waiver of any right, or term of this Lease.
- b. This Lease supersedes any prior agreements, discussions, or promises regarding the Premises or the subject matter of this Lease.
- c. All the provisions of this Lease will be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Landlord and the Tenant.
- d. All notices required to be given by the Landlord to the Tenant shall be sufficiently given by leaving them at the Premises, except that notice of withholding by Landlord of any portion of the security deposit shall be mailed by the Landlord to the Tenant at the Tenant's last known address, within thirty- (30) days after the termination of this Lease. Notices given by the Tenant to the Landlord must be given by registered mail sent to: Old River Properties, 201 North Charles Street, Suite 2101, Baltimore, Maryland, 21201.
- e. This Lease shall be interpreted under the laws of Maryland.
- f. Should either party file legal action to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorneys' fees and court costs incurred by the prevailing party in the action.
- g. Time is of the essence in this Lease.

THE TENANT HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE.

LANDLORD:
Old River Properties, LLC

By: _____
David L. Hankey,
Its Managing Member

Date

TENANT:

Date

Witness

SECURITY DEPOSIT RECEIPT

The Landlord and the Tenant have entered into a Lease dated the ____ day of _____, _____, for the rental of the Premises. The Landlord hereby acknowledges receipt from the Tenant of the sum of _____ Dollars (\$ _____) in the form of _____ as a security deposit in connection with the Lease to protect the Landlord against non-payment of rent, damage due to breach of the Lease (including failure to surrender the Premises free and clear of debris and furniture, or failure to return all keys to the Premises to the Landlord), and for damages to the Premises, common areas, major appliances and furnishings, if any, caused by the Tenant, or any agent, employee, invitee or family member of the Tenant, in excess of ordinary wear and tear.

The amount of the security deposit will not exceed the equivalent of two (2) months' rent per dwelling unit leased under the Lease. The Tenant will not apply the security deposit as Rent and will not apply the security deposit to the last months' Rent.

Within thirty (30) days of its receipt, the Landlord will deposit the security deposit in a Federally insured Maryland banking or savings institution, which does business in Maryland, in an interest-bearing account devoted exclusively to security deposits. Within forty-five (45) days after the end of the tenancy, the Landlord will return the security deposit to the Tenant, by first class mail addressed to the Tenant's last known address, together with simple interest which has accrued in the amount of four percent (4%) per annum, less: (a) any damages rightfully withheld, including nonpayment of Rent, and/or (b) any damages due to a breach of the Lease or damages to the Premises, common elements, major appliances and furnishings caused by the Tenant, or by the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear. Interest will accrue at six-month intervals from the day the Tenant gives the security deposit. Interest will not be compounded. If the Landlord withholds all or any portion of the security deposit for unpaid rent or for damages as provided, the Landlord, within forty-five (45) days after the termination of the tenancy, will furnish, by first class mail to the Tenant's last known address, a written list of damages claimed, together with a statement of costs actually incurred.

The Tenant has the right to have the Premises inspected by the Landlord, in the presence of the Tenant, for the purpose of making a written list of damages to the Premises that exist at the start of the tenancy if the Tenant so requests, in writing, by certified mail, to the Landlord within fifteen (15) days of the Tenant's occupancy of the Premises.

The Tenant has the right to be present when the Landlord inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving and the Tenant's new address. This notice from Tenant must be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of such notice, the Landlord will notify the Tenant by certified mail of the time and date when the Premises is to be inspected. The date of inspection will occur within five (5) days before or five (5) days after the date of moving as designated in the notice from the Tenant to the Landlord. The Landlord need not notify the Tenant of his intention to withhold all or any part of the security deposit if the Tenant has been evicted, or ejected for breach of a condition or provision of the Lease prior to the termination of the tenancy, or if the Tenant has abandoned the Premises prior to the termination of the tenancy. In that event, the Tenant may make demand for return of the security deposit by giving written notice by first class mail to the Landlord within forty-five (45) days of being evicted or of abandoning the Premises. The notice will specify the Tenant's new address. The Landlord, within forty-five (45) days of receipt of said notice, will supply the Tenant with a list of damages and costs by first class mail.

In the event the Landlord fails to comply with the provisions of Maryland law applicable to residential security deposits, the Landlord may be liable to the Tenant for a penalty of up to three (3) times the amount of the security deposit withheld by the Landlord, plus reasonable attorney's fees.

In the event of a sale of the Premises or the transfer or assignment by the Landlord of this Lease, the Landlord will have the right to transfer the security deposit to the transferee and the Landlord will be released from all liability for the return of the security deposit. The Tenant will look solely to the transferee for the return of the security deposit. The foregoing will apply to every transfer or assignment made of the security deposit to a transferee

The Tenant hereby acknowledges that the Landlord delivered a copy of the foregoing Receipt for Security Deposit to the Tenant.

LANDLORD:
Old River Properties, LLC.

By: _____
David L. Hankey
Its Managing Member

_____ Date

TENANT:

_____ Date

_____ Witness