



Residential Lease Montgomery County, Maryland

THIS LEASE, is made May 20, 2021 by and between Noahs' Preferred Properties, as Agent for Landlord Chilmark Vision, LLC (hereinafter referred to as "Landlord" or "Landlord/Agent") and Thomas J Brodrick, Christina Brodrick (hereinafter referred to as "Tenant") (the "Lease"), WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as 19851 Beatriz Ave, Poolesville, MD 20837 (the Premises) for the term of 12 Months beginning on the first day of June, 2021 and ending on the last day of May, 2022 (the "Term").
Mail Box Number _____ Reserved Parking Space Number(s)/Location 19851

GENERAL PROVISIONS:

1. RENT:

Tenant covenants and agrees to pay rent in equal monthly installments of \$ 1,700.00 in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is \$ 20,400.00. Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to Chilmark Vision, LLC at 640 Lake Varuna Dr Gaithersburg, MD 20878 (or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

☐ Check if the Takoma Park Rent Escalation Clause provided in the Special Provisions for Takoma Park is applicable to the Premises.

2. TENANT LIABILITY:

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

3. PRO RATA:

It is additionally understood and agreed that Tenant is to commence occupancy of the premises on N/A. On N/A the sum of \$ N/A shall be due as "pro rata" rent for the period N/A through N/A.

4. ADDITIONAL CHARGES:

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

5. SECURITY DEPOSIT:

In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of \$ 1,900.00, receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, employees, agents, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent.

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The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the Federal government or the State of Maryland. The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the security deposit to the Tenant together with simple interest, as set forth by Section 8-203(e)(1) of the Real Property Article of the Maryland Annotated Code per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security with Landlord/Agent, provided said security deposit is Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.

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

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

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

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

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

6. **POSSESSION:**

If on the date of this Lease Landlord is unable to deliver possession of the premises on or before the commencement of the Term of the Lease, Tenant's right of possession hereunder is postponed until possession of the premises is delivered, and the rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease, at which time the security deposit and any rent paid must be returned to the Tenant within five (5) business days after Landlord's receipt of the notice.

7. **USES/AUTHORIZED OCCUPANTS:**

The premises will be used solely for residential purposes and be occupied by no more than 5 persons, including children. The following persons and no others, except after born children, children adopted by tenant, or children of whom tenant is appointed guardian are authorized by Landlord to reside within the demised premises: **Thomas J & Christina Brodrick & Claire & Sophia & Eleanor Brodrick**

Tenant will not use the premises 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 shall not permit any person on the premises with the tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. 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 premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. 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 premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

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8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS:

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

The provisions herein notwithstanding, if the legal documents and rules and regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

9. PETS/SERVICE ANIMALS:

A. Pets: Tenant is not allowed to keep pets on the Property except with the written permission of 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 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. Additionally, Tenant agrees to pay for any and all damages caused by pets to the Property.

TJB LB (Tenant's Initials)

De ML (Landlord's Initials)

Tenant is authorized to have pets:

☐ Yes ☒ No

ALLOWED N/A TYPE OF PET(S) N/A WEIGHT N/A

Pet Deposit: An additional deposit may be added to the security deposit in consideration of Landlord allowing Tenant to keep pet on property. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.**

B. Service Animals: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. 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 laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy.

Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **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 N/A TYPE OF SERVICE ANIMAL(S) N/A

Tenant shall provide documentation for service animal from licensed medical professional meeting applicable federal, state and local guidelines prior to tenancy.

10. MAINTENANCE:

Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible, after the first thirty (30) days of occupancy, for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

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14. ALTERATIONS:

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association, Tenant may not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

15. VEHICLE PARKING:

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 said 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, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable Common Ownership Community.

16. SUBLET/ASSIGNMENT:

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

17. INSURANCE:

Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that tenant fails to purchase or maintain a renter's policy the Landlord may at tenant's expense purchase said policy to be in effect throughout the lease. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.

18. HOLD HARMLESS:

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

19. LANDLORD/AGENT ACCESS TO PROPERTY:

A. Routine Entry: Landlord/Agent may enter the premises after giving due notice (24 hours or for Takoma Park 48 hours) to the Tenant (that the Tenant has not objected to) to do the following: (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; (iv) or exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants (only during normal business hours including weekends) except as the Landlord and Tenant otherwise agreed or except as set forth in Paragraph 19(f) below.

B. Emergency Entry: Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.

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- C. **Entry to Perform Requested Repairs:** Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs, except that in Takoma Park the repairs must take place within two (2) weeks from the request.
- D. **Entry for Governmental Agency Inspection:** Landlord/Agent may enter the premises after due notice to the Tenant (24 hours or for Takoma Park 48 hours) when the Landlord is required to allow access to the government agency responsible for an inspection. Seventy-two (72) hour notice prior to annual/biannual or triennial inspections from County Code Enforcement.
- E. **Entry for Good Cause:** Landlord/Agent may enter the premises after due notice to the Tenant (24 hours or for Takoma Park 48 hours) when the Landlord has good cause to believe that the Tenant may have breached the lease or may be in violation of County, State, or Federal law, or with respect to premises located with the City of Gaithersburg, (a violation of Chapter 13 of the Gaithersburg City Code).
- F. **Entry for Showing Property:** During the last 60 days of the term of this Lease or any extension thereof, Landlord/Agent may put the premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the premises. Tenant agrees to cooperate with Landlord/Agent in showing the property. Tenant agrees to cooperate with Landlord/Agent in showing the property. Tenant is advised that on occasion he or she may be asked to exhibit the premises on less than twenty-four (24) hours notice.
- G. **City of Gaithersburg:** The Landlord/Agent must leave a copy of the work order or notice with the tenant or inside the tenant's unit.

20. **DEFAULT:**

- A. In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the premises in violation of any rule, regulation, or ordinances of the Landlord/Agent, any Common Ownership community, any governmental rental authority, or any federal, state or local law, then, the Landlord/Agent has the right to terminate this Lease by giving the Tenant personally or by sending via first class mail to the Tenant a thirty (30) day written notice to quit and vacate the premises that includes the basis for said termination (thirty (30) days written notice from the rent due date for Takoma Park).
- B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent - Landlord's Complaint for Repossession of Rented Property.
- C. Tenant action to prevent entry after dually authorized notice shall constitute a default.
- D. In the event the breach of lease involves behavior by the Tenant or any person on the premises with the Tenant's consent, that demonstrates a clear and imminent danger that Tenant or said person will cause serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the premises, the Landlord/Agent has the right to terminate this Lease if the Landlord/Agent gives to the Tenant (or person in possession) personally or via first class mail a fourteen (14) day written notice to quit and vacate the premises containing in said notice the basis for the termination. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

21. **BANKRUPTCY OF TENANT:**

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Landlord who reserves the right to repossess the premises. This provision of this paragraph shall survive the termination of this lease.

22. **COURT AWARDED LEGAL FEES:**

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

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23. RETALIATORY EVICTION:

- A. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.
- B. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

24. WAIVER CLAUSE:

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

25. TERMINATION/HOLD-OVER (Except Takoma Park):

- A. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other written notice of termination two (2) calendar months prior to the expiration of the Term.
- B. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.
- C. Failure to vacate the premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of 50.000 % of the last rent charged if Tenant holds over after proper notice.

TJB (Tenant's Initials)

CB (Tenant's Initials)

26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES:

- A. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.
- B. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving or Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the date of intended moving as designated in Tenant's notice.

27. ABANDONED PERSONAL PROPERTY:

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

28. DESTRUCTION:

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

29. SUBORDINATION:

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

30. ESTOPPEL CERTIFICATE:

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

31. AGENCY:

The Owner recognizes (Brokerage) Chilmark Vision, LLC as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

32. MANAGEMENT:

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

33. AUTHORIZATION TO INSTALL KEYBOX (Except Takoma Park):

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

34. CANCELLATION BY TENANT IN INITIAL TERM:

- A. Reasonable cause beyond tenant control:** The initial term of this Lease may be terminated upon thirty (30) days written notice to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, domestic violence, senior living (Tenant or spouse is at least 62 years of age, can no longer live independently and must move to nursing home/other senior citizen housing), Resident incarcerated or declared mentally incompetent, housing provided harassing resident or violates resident's privacy or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date.
- B. Reason within Tenant control:** If Tenant elects to voluntarily terminate this Lease during the initial term (for example, house purchase, voluntary job change, marriage) two (2) calendar months written notice prior to the rent due date to quit and vacate -- to run from the first of the month to the last day of the second month -- shall be given to Landlord/Agent. Tenant shall be responsible for rent payment during that period. Furthermore, Tenant shall be responsible for reasonable advertising and redecorating expenses, lost rent and other expenses incurred by Landlord/Agent as a result of Tenant's premature termination of this Lease. Landlord/Agent is not obligated to provide Tenant notice that the dwelling unit has been re-rented. Upon re-rental, Tenant will be held secondarily liable for default(s) by subsequent Tenant(s) in the payment of rent during the balance of the initial term of this Lease. If the leased premises are located in a multi-family structure or condominium building where Landlord owns multiple units, Landlord/Agent is under no obligation to rent Tenant's vacant dwelling unit before any other vacant dwelling unit in the rental facility.

35. MILITARY CLAUSE:

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

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36. RENT INCREASES:

- A. Frequency and Amount:** Rent may not be increased more than once per twelve (12) month period.
- B. Notice:** Ninety (90) days prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. In the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent. Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must give written notice to the Landlord/Agent on the 1st of the month in which the tenancy or intended tenancy will expire of intention to so vacate and must then vacate by the end of the initial term or any extension thereof.
- C. Each written rent increase notice must contain the following:**
- The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
 - The effective date of the proposed rent increase.
 - The applicable rent increase guideline is sued under section 29-53 of the Montgomery County Code.
 - A notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive.
 - Other information as the landlord deems useful in explaining the rent increase.

37. NOTICES:

- A.** Pursuant to Section 8-210(a) Real Property Article of the Annotated Code of Maryland, for purposes of notices to the Landlord, the name of the Landlord or Landlord's Agent is **Chilmark Vision, LLC**

Landlord/Agent's address is **640 Lake Varuna Dr Gaithersburg, MD 20878**

Landlord/Agent's telephone number is **(301)466-9301**

Notice to and service upon the agent shall constitute notice to and service upon the Landlord. In the event that the Landlord/Agent changes address, the Landlord/Agent must notify the Tenant in writing within 10 days of the change. Whenever the ownership of the rental property changes hands, the transferor must notify the Tenant of the name, address and office location of the transferee within 10 days of the change. If the transferee is a corporation, the transferor must list the most current name and address of the resident agent of the corporation.

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

38. RECEIPTS:

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, if payment is not in cash or with a money order, upon Tenant's request for a receipt.

39. MISCELLANEOUS:

- A.** Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- B.** If this Lease contains a Lease Option Agreement as defined in Section 8-202(b), Real Property Article, Maryland Annotated Code, the lease must state on its face: 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 premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.
- E.** This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.


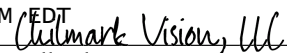

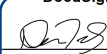
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ADDITIONAL ADDENDA ATTACHED: Yes ☒ No ☐

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

<p>DocuSigned by:  Thomas J Brodrick Tenant 5/20/2021 7:31 PM EDT Date</p>	<p>DocuSigned by:  Chilmark Vision, LLC Landlord 5/21/2021 10:58 AM EDT Date</p>
<p>DocuSigned by:  Christina Brodrick Tenant 5/20/2021 7:37 PM EDT Date</p>	<p>Chilmark Vision, LLC Landlord Date</p>
<p>Tenant Date</p>	<p>Noahs' Preferred Properties REALTOR® Firm DocuSigned by:  Agent 5/20/2021 8:23 PM EDT Date</p>
<p>Security Deposit Received: \$ <u>N/A</u> From <u>Refer to Move In Terms page</u> On <u>N/A</u> Date</p>	
<p>First Month's Rent Received: \$ <u>N/A</u> From <u>Refer to Move In Terms page</u> On <u>N/A</u> Date</p>	
<p>Pro-Rata Rent Received: \$ <u>NA/</u> From <u>Refer to Move In Terms page</u> On <u>N/A</u> Date</p>	

☐ **Guarantors:** If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of Montgomery County in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of Montgomery County as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

 Name of Guarantor

 Address of Guarantor

 Signature of Guarantor Date

 Name of Guarantor

 Address of Guarantor

 Signature of Guarantor Date

 Name of Guarantor

 Address of Guarantor

 Signature of Guarantor Date

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Single Family Rental Property in Montgomery County Addendum
(For use with State of Maryland and Montgomery County Leases)

Special provisions attached to and hereby made apart thereof, the Lease dated May 20, 2021,
 for the property located at 19851 Beatriz Ave, Poolesville, MD 20837

between Thomas J Brodrick, Christina Brodrick

, Tenant,
 and Chilmark Vision, LLC, Landlord/Agent.

The provisions of this addendum shall supersede any provisions to the contrary in the Lease.

1. Acceptance of Property:

A. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable law. Tenant has been given an opportunity to examine the premises, and has found premises to be in satisfactory condition, unless otherwise specified herein. Tenant agrees that no representations or warranties as to the condition of the premises have been made; and that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing.

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

2. Responsibility for Repairs:

Except as may be provided by a local jurisdiction, Landlord acknowledges responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part, including Chapter 8, Title "Buildings," Chapter 22, Title "Fire Prevention," Chapter 26, Title "Housing Standards," and Chapter 59, Title "Zoning" of the Montgomery County Code, as amended, pursuant to which code provisions Landlord provides this express warranty of habitability and covenant to repair.

3. Eviction Assistance:

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

General information regarding evictions is available from the Office of Landlord-Tenant Affairs and in the event of eviction by judicial process, Tenant has the right to request at Tenant's own expense or with financial assistance from the County, if such assistance is available, through the Office of Landlord-Tenant Affairs, moving services and storage accommodations by making such request prior to or immediately following the entry of Judgment, provided such services and facilities are not otherwise available to Tenant.

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4. Required Licenses:

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

5. Two-Year Lease Offer:

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

DS
TB

DS
LB

A. I was offered and accepted a two-year lease term by the Landlord.

B. I was offered but rejected a two-year term by the Landlord.

C. I received a copy of a written statement in which the Landlord asserts and explains a reasonable cause for failing to offer me a two-year lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Commission on Landlord-Tenant Affairs.

D. This provision is not applicable to the premises because the premises are located within a common ownership community and the governing documents prohibit a two (2) year lease.

6. Grounds Maintenance:

Tenant shall be responsible for cutting, trimming, maintaining and watering the grass as necessary and shall not allow any weeds or grass to grow more than twelve (12) inches high. Tenant must: (i) remove leaves and debris; (ii) promptly remove ice and snow from all walks, steps and drives; and (iii) maintain the grounds in good condition. Tenant shall also be responsible for clearing the gutters, downspouts, window wells and drainage areas.

7. Additional Provisions: Further Provisions and Additions:

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

agreed to by:

Thomas J Brodrick

5/20/2021 | 7:31 PM EDT

Tenant

Date

Thomas J Brodrick

Christina Brodrick

5/20/2021 | 7:37 PM EDT

Tenant

Date

Christina Brodrick

Tenant

Date

Tenant

Date

DocuSigned by:

Chilmark Vision, LLC

Landlord

Chilmark Vision, LLC

Landlord

Noahs' Preferred Properties

REALTOR® FIRM

DocuSigned by:

AGENT

AGENT

5/21/2021 | 10:58 AM EDT

Date

5/20/2021 | 8:23 PM EDT

Date

LEASE SUMMARY

This summary* is required by Chapter 29-27(w) of the Montgomery County Code (MCC). It presents key terms of the attached lease and summarizes tenant rights and responsibilities under applicable laws and as described in the lease. It also provides information about services available to tenants from the Montgomery County Department of Housing and Community Affairs and the Commission on Landlord-Tenant Affairs.

Approved by Montgomery County Office of Landlord-Tenant Affairs, 240-777-0311

www.montgomerycountymd.gov/olta

Tenant's Name: Thomas J Brodrick **Landlord's Name:** Chilmark Vision, LLC

Additional tenants are: Christina Brodrick

Property Address: 19851 Beatriz Ave, Poolesville, MD 20837

640 Lake Varuna Dr

Agent's Name: Noahs' Preferred Properties **Landlord's address:** Gaithersburg, MD 20878

Primary contact's phone number: (301)466-9301

In case of emergency contact: 3014669301

Lease Date: 05/20/2021 **Term** [1yr ☒, 2yr ☐, month-to-month ☐, other ☐

Rent: \$ 1,700.00 1st year; \$ N/A 2nd year; **Total:** \$ 20,400.00

Term 06/01/2021 to 05/31/2022 **Pro-Rata** \$ N/A **Dates** N/A

2-Year Lease Offer. I was offered and accepted ☐; rejected ☒ a 2-year lease. If a 2-year lease was not offered, a written explanation as to why is attached to the lease.

Amenity Fee*: (1x only), Amenities N/A

Late Fee: (after 10 days - 5% of rent due) \$ 85.00; **THIS IS NOT A GRACE PERIOD**

Returned Check Fee: \$35.00 (or maximum amount allowed by law)

Utilities. Tenant is responsible for the following utilities: gas ☐; electric ☒; water and sewer ☒; telephone ☒; cable ☒; Other _____.

Security Deposit (including pet deposit): \$ 1,900.00. This serves as your security deposit receipt.

Pets. The Tenant is not allowed to keep pets on the property without the express written consent of the landlord. Pets allowed: Yes ☐ No ☒; Type of Pet(s) N/A Weight N/A License No(s) N/A

Insurance. Landlord's insurance policy does not provide coverage for a tenant's personal belongings. For this property, Renter's Insurance is: recommended ☐; required ☒.

***Does not apply to MPDU tenants**

TENANTS' RIGHTS

Tenants have the right to:

- ▶ Receive at least 24 hours-notice prior to a landlord/agent/contractor entering the premises, except in cases of emergency;
- ▶ Receive 72 hours-notice prior to annual/biannual or triennial inspections from County Code Enforcement;
- ▶ Sublet with written permission from the landlord if it is not prohibited by the home-owner's association;
- ▶ Review your proposed lease at any location of your choosing, prior to signing said lease;
- ▶ Make repairs with permission of the DHCA Director and deduct the cost from the rent (up to one month's rent) if the landlord fails to make required repairs as ordered by DHCA in the required timeframe**;

- ▶ A copy of the current Landlord-Tenant Handbook at move-in unless you decline a copy and accept referral to a copy on the County website;
- ▶ Tenants paying gas and/or electric in a building built prior to 1978 must be given all information required under the Public Utilities Article of the Maryland Code and applicable COMAR provisions governing electric and gas sub-meters and energy allocation systems;
- ▶ Receive at least 90 days-notice of any proposed rent increase.
- ▶ Form, join, meet, or assist one another within or without tenant organizations; to meet and confer with the landlord through representatives that they choose;
- ▶ Have access to meeting rooms and other areas suitable for meetings within the property during reasonable hours and notice to the landlord to hold tenant organization meetings;
- ▶ Have the first tenant organization meeting of each month free of any room reservation fees; any meeting after that are subject to the regular fee charged for reserving this area by the property;
- ▶ Distribute freely and post in central locations of the property, literature concerning Landlord-Tenant issues, if the origin of the literature is properly identified;
- ▶ Call the Office of Landlord-Tenant Affairs (240-777-0311) should they have any questions regarding Landlord-Tenant law; and
- ▶ File complaints with the Office of Landlord-Tenant Affairs (240-777-0311) individually or as a group.

TENANTS' RESPONSIBILITIES

- ▶ Obtaining prior written approval from the landlord before keeping any pets on the premises;
- ▶ Maintaining the property in a clean, safe and sanitary condition;
- ▶ Using the property for orderly and lawful purposes by yourself, authorized occupants and guests;
- ▶ Reporting any problems requiring repair or replacement to the landlord in a timely manner, and paying any costs incurred due to abuse or negligence by you, other authorized occupants or guests;
- ▶ If you are renting in a common ownership community, complying with all rules, regulations and notices of the common ownership community. Landlord must furnish a copy of these rules at move-in;
- ▶ Obtaining the landlord's prior written approval before subletting the property;
- ▶ Requesting to be present during a move-in or move-out inspection;
- ▶ Removing all of your personal property at move-out, leaving the property in broom-clean condition, ordinary wear and tear accepted, and returning all keys.

****This pertains to violations that are a threat to health and safety**

DHCA SERVICES

- ▶ Mediate disputes between landlords and tenants;
- ▶ Investigate and resolve formal complaints from tenants and landlords;
- ▶ When a resolution is not forthcoming, refer the complaints to the Commission on Landlord-Tenant Affairs (COLTA) for adjudication;
- ▶ Approve rental housing licenses;
- ▶ Inspect rental properties to ensure compliance with all applicable housing codes;
- ▶ Answer questions from the public regarding Landlord-Tenant issues, Licensing and Registration, Housing Code Enforcement, affordable housing and any other housing issues; and
- ▶ Maintain a website that has access to numerous printed and downloadable publications:
www.montgomerycountymd.gov/dhca

NOAHS' Preferred Properties Mgmt Co.

313 Main Street, Gaithersburg, MD 20878

301/258-9100 Fax 301/258-2975

LEASE ADDENDUM

ADDENDUM to lease dated 5/20/2021 between Chilmark Vision, LLC (hereinafter referred to as Landlord), and Thomas J & Christina Brodrick (hereinafter referred to as Tenant), for the premises known as 19851 Beatriz Ave Poolesville MD 20837.

The parties further agree as follows:

In the spirit of cooperation and the Tenant's desire to secure a lease the Landlord and Tenant hereby agree to the following terms:

This lease is conditional on the property being recertified limited lead free prior to the commencement date under this lease. The visual inspection/test results required for recertification are not known as of the date of this lease offer. Tenant has the option of voiding the lease if the property fails the test or Tenant may offer to amend the commencement date of the lease. Tenant's option to void the lease must be exercised by written notice to the landlord/agent. No party to this lease shall have any further obligation to the other under Tenant's application or this lease for a failed lead test or if the lease is voided under this provision.

All other terms and conditions of the lease remain in full force and effect.

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

<p>DocuSigned by:</p> <p>Landlord: <u>Chilmark Vision, LLC</u> 5/21/2021 10:58 AM EDT</p> <p>5D1B34CF44BF48A...</p>	<p>DocuSigned by:</p> <p>Tenant: <u>Thomas J Brodrick</u> 5/20/2021 7:31 PM EDT</p> <p>385E55A38314D...</p>
<p>Landlord: _____</p>	<p>Tenant: <u>Christina Brodrick</u> 5/20/2021 7:37 PM EDT</p> <p>03805B7EFC1B48E...</p>
<p>DocuSigned by:</p> <p>Landlord/Agent: <u>[Signature]</u> 5/20/2021 8:23 PM EDT</p> <p>C885FA052B9C44E...</p>	<p>DocuSigned by:</p> <p>Cosigner: _____</p>

ADDENDUM

Addendum to lease dated 5/20/2021 by and between Chilmark Vision, LLC hereinafter referred to as "Owner/Landlord/ Agent"), and Thomas J & Christina Brodrick hereinafter referred to as "Tenant"), for the property known as 19851 Beatriz Ave Poolesville MD 20837.

Additional Provisions of the lease are as follows:

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

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

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

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

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

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

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

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

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

9. **Current Tenant Information:** Tenant agrees to promptly provide Owner/Landlord/Agent with any and all home and work telephone numbers, e-mail and forwarding addresses and subsequent changes thereto.

10. **Tenant Exempt from Transfer Clause.** Tenant forever waives, relinquishes, and otherwise agrees Tenant shall be exempt from any provision or relief under the lease and law limiting tenant's leasehold liability and terminating the lease for reasons of involuntary transfer by employer where the business is one in which Tenant has any ownership or controlling interest.

11 **Owner Transfer Clause:** In the event Landlord is transferred back to the Washington Metro Area or Landlord is compelled to leave his or her post for reasons beyond his/her control, (e.g., war, civil unrest, termination of Landlord's employment, sickness or death of his immediate family, or government expulsion from the foreign region of Landlord's employment), Landlord/Agent may terminate this lease by providing Tenant written notice of Landlord's intent to exercise this right not less than sixty (60) days in advance of the first day of the month which immediately follows the intended date of termination of this lease.

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

a. Maintain house and grounds in an orderly fashion and shall properly store refuse receptacles, lawn and play equipment, and other articles to provide safety and protect the integrity of the exterior of the home;

b. Not drive nails into walls, fireplace trim or mantle, or other woodwork; shall use only picture hangers of a reasonable number to avoid excess wear and tear on wall finishes; and shall be responsible for the cost of any repair to walls to remedy any unfinished patches or fill material left by tenant;

c. Install and properly use shower curtains and keep bathroom floors, walls and windows free of water accumulation or excess moisture; caulk immediately to mask cracks around tubs, shower walls, sinks, and basins;

d. Report immediately any and all plumbing leaks, roof leaks, fallen trees, storm damage, flooding, fires, or other changes which may occur on or about the property;

e. Close cut-off valves which supply water to outside hose or watering systems before freezing temperatures occur; disconnect garden hoses and open outside faucets to drain any standing water from the lines;

f. **Maintain heat in all areas of the property and premises (including closets/storage or other areas equipped with heat devices)** with temperatures settings at a level of not less than 60 degrees regardless of whether or not Tenant's are present in order to avoid damage to the home and plumbing in winter months (considered to be from October 15th through March 31st);

g. Turn off main water valves before departing on a trip away from home;

h. Avoid use of electrical appliances during storms accompanied by lightning and turn off air conditioning to avoid damage resulting from electric service interruptions and electrical surges;

i. Close and latch windows and doors when not at home even for short periods to avoid damage from sudden rain and/or wind;

j. Not install any radio or TV antenna, apparatus, or wiring without the prior, written permission of the Landlord/Agent and any condominium or homeowner's association;

k. Inspect washing machine supply hoses periodically for signs of deterioration which may result in separation, bursting, and/or resultant flooding;

l. Carefully store items such as screens, storm windows, and other items belonging to the property or items left on the premises by Landlord whether or not in use by Tenant, so as to prevent damage. Items which were installed at Tenant's occupancy but removed by Tenant shall be reinstalled in good condition at lease termination;

m. Remove weeds and dead plant materials from the yard and planting beds, clean leaves from the yard, trim shrubs in the spring and fall, and replace mulch on planting beds at least once a year and in order to surrender the property in good condition at the termination of the lease, keep all exterior drains free and clear of leaves and debris to allow for proper drainage;

n. Not dispose of facial wipes, baby wipes, feminine products, paper towels, cigarette materials, fats, oils, or fibrous foods such as corn cobs, celery, or non-soluble materials of any kind (most common of which are coffee grounds, animal skins, or egg shells) in any drains, disposals, plumbing or sewer systems;

o. Not use scouring powder cleansers or abrasive materials on any surfaces to avoid damage by abrasion and shall not use ammonia products for cleaning any vinyl floors.

p. Tenant agrees not to wax the hardwood or laminate floors or use any other product that is not approved by owner. Tenant should only use cleaners that are specifically made to clean the specific floor in question.

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

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

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

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

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

16. **Smoking.** Tenant acknowledges that smoking is prohibited inside the premises, this includes vapor cigarettes/E-Cig's.


17. **Electronic Signatures:** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the applicant(s) do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this lease and/or any future contracts or addenda. The Tenants hereby agree that either party may sign electronically by utilizing a digital signature service.

18. **DHCA Handbook:** Tenant is offered and declines a copy of the current **Montgomery County Landlord-Tenant Handbook** from the landlord at move-in (not applicable to the City of Gaithersburg, Rockville, Takoma Park) and accepts, instead, a referral to a copy obtainable at the County website www.montgomerycountymd.gov/dhca for environmental impact reasons. By signing below, Tenant hereby acknowledges receiving a copy of the "Lease Summary" form which is in accordance with Chapter 29-27(w) of the Montgomery County Code (MCC).

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

Landlord:  DocuSigned by: 5/21/2021 | 10:58 AM EDT
5D1B34CF44BF48A...

Landlord: _____

Landlord/ Agent:  DocuSigned by: 5/20/2021 | 8:23 PM EDT
C885FA052B9C44E...

Tenant:  DocuSigned by: 5/20/2021 | 7:31 PM EDT
385EB5EA363144D...

Tenant:  DocuSigned by: 5/20/2021 | 7:37 PM EDT
03805B7EFC1B48E...

Tenant: _____

NOAHS' Preferred Properties Management Company

313 Main Street, Gaithersburg, MD 20878 • Bus. (301)258-9100 • Fax (301)258-2975 • www.noahsproperties.com

MOVE-IN TERMS

Please read carefully!

**** Keys to the rental property will not be delivered to any tenants until all three requirements below have been satisfied. ****
 Please call Agent prior to your move-in date to make an appointment to obtain the keys and verify completion of the items below.

Tenant: Thomas J & Christina Brodrick
Move in Date: 6/01/2021

Address: 19851 Beatriz Ave Poolesville MD 20837
Agent: Marc Noah mnoah@noahsproperties.com

1.) UTILITIES: You **MUST** call all utility companies indicated below in advance of your move-in date to transfer billing into your name, effective the first day of the lease. **YOU MUST PROVIDE US THE REFERENCE #** provided by the utility rep. when you setup your account. *(The water company requires an actual meter reading from inside the house - not an estimate - in order to initiate billing. Therefore, you must provide a water meter reading the first day of your lease (after you get your keys), even if you will not occupy the home until a later date.)* If the reference # is not provided for the utilities, **excluding WSSC**, at move in, you will not be able to pick up your keys and move in.

Water Companies: (see above highlighted section)

☒ WSSC - www.wsscwater.com/customer-service/startstop-service.html
 City of Rockville 240-314-8420

Gas Companies: Ref /Acct#

☐ Washington Gas
 800-752-7520

Trash/Recycling:

Tenant must contract out, per lease
☒ PROVIDED by County/HOA

Electric Companies: Ref /Acct#

☒ Pepco 202-833-7500 / 800-424-8028
☐ BG & E 800-685-0123
☐ 1st Energy/Pot Edison/Alleg. 800-686-0011

Other:

☐ Verizon (Phone/internet) 301-954-6260
☐ Comcast (Cable TV/internet) 301-424-4400

OFFICE USE ONLY

Utilities converted and
 confirmation #'s provided.
 Initials: _____

2.) RENTER'S INSURANCE: Your lease requires you to obtain a renter's insurance policy which includes *liability coverage*.*
 In order to verify coverage, **please provide our office with a "certificate of insurance" or a copy of your "policy declarations,"** which includes the following information:

- Coverage must begin on move-in date. Covered location under policy must read leased address.

OFFICE USE ONLY

Proof provided

Initials: _____

3.) PAYMENTS: Payments are due on or before your move-in date, per the schedule below. *All payments due prior to move-in must be made in the form of money order, certified check or cashier's check. Personal check or cash will not be accepted!*

ALL payments should be made payable to "Noahs Preferred Properties Mgt Co."

A. Security Deposit (<i>Due at Lease Signing</i>):	+	\$1900. in CERTIFIED FUNDS ONLY or paypal (No personal checks or cash!)
B. Pro-Rata Rent: (<i>Due N/A</i>)		\$N/A
C. Full Month's Rent (<i>Due at Move-In</i>):	+	\$1700.
Total Due at Move-In	=	\$1700.. in CERTIFIED FUNDS ONLY or paypal (No personal checks or cash!)

OFFICE USE ONLY




A. Yes ☒

B. Yes ()

C. Yes ()

Initials: _____

4.) ACKNOWLEDGMENT: All tenants please sign below to acknowledge receipt of a copy of this instruction sheet and your understanding that **keys for the rental property cannot be obtained until all three requirements outlined above are satisfied.**

Signature(s):  Thomas J Brodrick,  Christina Brodrick,  _____
 PROVIDE - Cell #'s: 3017045664 wk: _____ E-mail: Thomas.brodrick@gmail.com
 PROVIDE - Cell #'s: 3017424743 wk: _____ E-mail: christina.brodrick@gmail.com
 PROVIDE - Cell #'s: _____ wk: _____ E-mail: _____

CONGRATULATIONS ON YOUR NEW HOME. WE LOOK FORWARD TO WELCOMING YOU!



Lead Paint – Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for RENTALS
Required for the RENTAL of all properties in the U.S. with any existing part built prior to 1978

PROPERTY ADDRESS: 19851 Beatriz Ave, Poolesville, MD 20837

- ☒ There are parts of the property that still exist that were built prior to 1978 **OR**
☐ No parts of the property were built prior to 1978 **OR**
☐ Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR TENANTS: Every Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE: (Landlord to complete sections A & B)

(A) Presence of lead-based paint and/or lead-based paint hazards

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Landlord

- ☒ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 Property passed MDE limited lead free test. Certificate # 866163
☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT: (Tenant to initial all lines as appropriate)

- (C) ☒ Tenant has read the Lead Warning Statement above
 (D) ☒ Tenant has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
 (E) ☒ Tenant has received the pamphlet Protect Your Family From Lead in Your Home (required).

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

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

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

Chilmark Vision LLC 05/20/2021
 Landlord Date

[Signature] 05/20/2021
 Landlord Date

[Signature] 05/20/2021
 Agent for Landlord, if any Date

Thomas J Brodrick 5/20/2021 | 7:31 PM EDT
 Tenant Date

Christina Brodrick 5/20/2021 | 7:37 PM EDT
 Tenant Date

[Signature]
 Tenant Date

MARYLAND DEPARTMENT OF THE ENVIRONMENT

LEAD PAINT RISK REDUCTION (MDE FORM 330) - INSPECTION CERTIFICATE NO. 866163

0364228 16-0300043497

Chilmark Vision, LLC

MDE TRACKING NO.

MDE PROPERTY NO. (include county code prefix.)

OWNER NAME

19851 Beatriz Avenue

Poolesville

20837

Montgomery

1973

Street Address

City

Zip Code

County

Property Construction Date

The Maryland accredited lead inspector must mark an inspection category 1, 2, 3, or 5 and mark the appropriate inspection method. Only ONE category and method are to be marked. The following attachments are required to be submitted with the certificate: Form C, laboratory results, and diagrams for Full Risk Reduction, and Forms B and C, original signed copy of Supervisor's Statement of Work, laboratory results, and diagrams collected for Modified Risk Reduction. Form E for Lead Free, which shall include a \$10 per unit processing fee for each certificate. To be paid to: P.O. Box 1417, Baltimore, MD 21203. The certificate shall be signed by the inspector who performed the inspection. Inspection certificates and all required attachments must be submitted to MDE within 10 days following Lead Free and Lead Safe Inspections and within 10 days following the receipt of dust sample results for Full and Modified Risk Reduction Inspections. Copies of all inspection records shall be maintained for at least 5 years by lead inspection contractors. Maximum penalties will be pursued by MDE for any falsified documentation that is received by MDE. Indicate "0000" if Property Construction Date is unknown. Lead paint inspection contractors must mail inspection certificates and the supporting documentation for inspection certificates to: P.O. Box 943 Jessup, MD 20794.

INSPECTION CATEGORIES

<input checked="" type="checkbox"/> 1. Lead Free Methods <input type="checkbox"/> A. One Time Only (Interior & Exterior) OR <input checked="" type="checkbox"/> B. Limited (Interior Lead Free Only) Passing Re-inspection required no later than: 02/26/2021 ____ Number of Pre-1950 Lead Free Units ____ Number of Post-1949 Lead Free Units	<input type="checkbox"/> 2. Full Risk Reduction Methods <input type="checkbox"/> A. Dust Inspection OR <input type="checkbox"/> D. Dust Inspection with Exterior Waiver Passing Re-inspection (Form D and Supervisor Statement of Work) required no later than 04/30/____ unless otherwise noted in local code. OR <input type="checkbox"/> E. Dust Inspection with Lead Free Exterior	<input type="checkbox"/> 3. Modified Risk Reduction Methods <input type="checkbox"/> B. Visual Inspection and Dust Inspection OR <input type="checkbox"/> C. Visual Inspection and Dust Inspection with Exterior Waiver Passing Re-inspection (Form D and Supervisor Statement of Work) required no later than 04/30/____ unless otherwise noted in local code. OR <input type="checkbox"/> D. Visual Inspection and Dust Inspection with Lead Free Exterior	<input type="checkbox"/> 5. Lead Safe Methods <input type="checkbox"/> A. Dust Inspection OR <input type="checkbox"/> B. Dust Inspection and Visual Inspection OR <input type="checkbox"/> C. Dust Inspection with Lead Free Exterior OR <input type="checkbox"/> D. Dust Inspection and Visual Inspection with Lead Free Exterior AND Verification that windows are lead free or have been treated so friction surfaces are lead free.
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☒ **PASSED** Based on the findings of the attached inspection report(s), I certify that the property/unit meets the certification criteria at this time. (circle property or unit)

☐ **FAILED** Based on the findings of the attached inspection report(s), the property/unit fails to meet certification criteria at this time. (circle property or unit)

I certify that I inspected the above listed property/unit on 02/26/2019 at 11:30 a.m./p.m. under Title 6, Subtitle 8 of the Environment Article, Annotated Code of MD.

Quintin Satterfield,

Inspector's Signature

5051

1/29/21,

Alban Inspections, Inc.

Inspection Contractor Name

15925

8/8/20

Accreditation No.

Accreditation Exp. Date

Accreditation No.

Accreditation Exp. Date

Form Number: MDE 330, Revised: 04/2017

(copy distribution: original to owner; yellow to MDE; pink to tenant; goldenrod to inspection contractor)



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

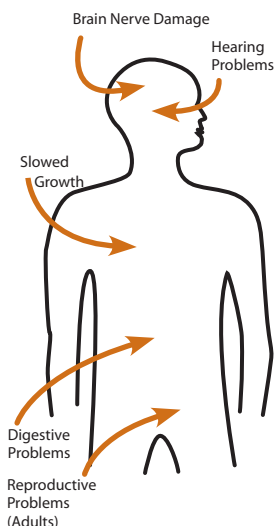
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Lead Poisoning Prevention Program

Notice of Tenants' Rights

INTRODUCTION

This Notice of Tenants' Rights explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1978, register and annually renew registration of their properties with Maryland Department of the Environment's (MDE) Lead Poisoning Prevention Program, and provide tenants with lead educational materials. This Notice of Tenant's Rights also provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your home, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

Please read this material carefully and call the Lead Hotline at 410-537-4199 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)

I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1978, WHAT DO I NEED TO KNOW?

In order to be fully compliant with the law, your landlord is required to:

- 1) Give you the Notice of Tenant Rights, the EPA brochure, "Protect Your Family from Lead in Your Home," and a copy of the lead inspection certificate for the unit on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
- 2) Ensure that the property is currently registered with the Maryland Department of the Environment (MDE) and is required to pay a \$30.00 per property/unit registration fee.
- 3) Obtain a passing Full Risk Reduction certificate prior to you moving into the property.



DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?

Yes. The property owner must have the unit inspected at the owner's expense. All inspections are required to be performed by an inspector accredited by MDE. If the house passes the inspection, the property owner will be given a Lead Paint Risk Reduction Inspection Certificate. This certificate will be on file at MDE. The owner is required to give you a copy of the inspection certificate when you

move in. If you wish to know the results of the inspection, ask your landlord or call the Lead Hotline at 410-537-4199, 1-800-776-2706, or TTY 800-735-2258.

ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST COMPLY WITH SPECIAL STANDARDS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has an elevated blood lead level (EBL) 10 µg/dl or more, the local health department will inform the property owner of the obligation to meet the **Modified Risk Reduction Standard**.



The Modified Risk Reduction Standard must also be met when the property owner receives a written Notice of Defect that there are structural defects and/or chipping, peeling, and flaking paint in your home. Chipping, peeling and flaking paint in pre-1978 constructed rental properties is presumed to contain lead, which can be dangerous to you and your children.

The property owner will have 30 days to satisfy the Modified Reduction Standard after receipt of a written Notice of Elevated Blood Lead Level or Notice of Defect.

HOW DO I TELL THE PROPERTY OWNER ABOUT STRUCTURAL DEFECTS and/or THAT THERE IS CHIPPING, PEELING, AND FLAKING PAINT IN MY HOME?

You must send a notice to the property owner in writing. You may either write a letter or use a "Notice of Defect Form." A sample copy of the form is attached on page 5. When sending a notice, it is suggested to send it **Certified Mail, Return Receipt Requested** or **Hand Deliver** it to the property owner and obtain a signature evidencing receipt. This documentation is also useful when making a referral to MDE or your local housing department.



Once the property owner receives the notice, your property must satisfy the Modified Risk Reduction Standard within 30 days.

HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt or a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner provides for the temporary relocation of tenants to a lead free dwelling unit or another dwelling unit that has meet the full risk reduction standard;

OR

Within 30 days after the receipt or a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner ensures that the property passes a test for lead contaminated dust and by performing certain lead hazard reduction treatments. The property owner must pay for those repairs and must use a contractors accredited by MDE to perform lead abatement work.

SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Nobody is permitted in the work area. Pregnant women and children under 6 years old are prohibited from being in the house while the lead hazard reduction treatments are being performed. If you are required to leave your house for more than 24 hours while treatments are performed, the property owner must pay for all your reasonable expenses directly related to your required relocation to temporary lead safe housing.

The property owner is also responsible for expenses related to the moving, storing, or cleaning of furniture, and possibly food costs for the family while work is being done in the home.

You must allow the property owner to enter your home to do the treatments.

The property owner is required to have the home inspected to verify the Modified Risk Reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the Modified Risk Reduction standard.

WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO MY NOTICE?



1. Make a Referral

If you have given your landlord a written Notice of Defect or Notice of EBL and no repairs have been completed, you can make a referral to Maryland Department of the Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825. When making a referral, please provide copies of the Notice of Defect or Notice of EBL, along with any verification of receipt you may have.



2. Rent Escrow

Rent Escrow is a legal process that requires you to file a Complaint for Rent Escrow in the District Court in the county in which you live. If the District Court grants your request for an escrow account, you will be required to pay your rent into the District Court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is not in compliance with Maryland's Lead Laws.

An escrow account is only established after all facts have been presented to a judge in a judicial proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney

3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1978, the landlord must state that they are currently registered with Maryland Department of the Environment and provide the certificate number for the inspection conducted for the current tenancy. Failure to provide this information may result in the dismissal of the landlord's complaint.

4. Retaliatory Eviction

It is unlawful for your landlord to evict you for complaining about dangerous conditions present in your home, including the presence of peeling, chipping, and flaking paint. The law protects tenants against eviction and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions, and shall be void. It is also against the law for the property owner to evict you because there is someone in your home found to have a high blood lead level.



If you have any questions about the Maryland Lead Law, visit:

www.mde.maryland.gov/lead or call the Lead Hotline at 410-537-4199 or toll-free at 1-800-776-2706, or TTY 1-800-735-2258.



MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land Management Administration • Lead Poisoning Prevention Program

1800 Washington Boulevard, • Suite 630 • Baltimore, Maryland 21230-1719

410-537-3825 • 800-633-6101 x3825 • www.mde.maryland.gov**Notice of Defect/Notice of Elevated Blood Level**

Send this notice by certified mail, return receipt requested or hand-deliver this notice and get a signature from the property owner or the property owner's agent or manager.

To: _____ Name of Property Owner _____ Property Owner Address _____ City, State, Zip _____	From: _____ Your Name _____ Your Address _____ City, State, Zip _____ Phone _____
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Property Subject To This Notice: _____

THIS IS TO NOTIFY YOU TO MEET THE MODIFIED RISK REDUCTION STANDARD AS REQUIRED BY § 6-819 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND BECAUSE:

___ A child under the age of six years, or a pregnant woman, residing at the above address has been diagnosed with a blood lead level of 10 µg/dl or more on; **and/or**

___ The following defects require your attention:

The following areas contain peeling, chipping, flaking paint that is accessible to a child:

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

The following areas contain structural defects:

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

Other Hazardous Conditions:

PROPERTY OWNER / MANAGER SIGNATURE

I, _____ owner / manager of the above-noted property (circle one) hereby acknowledge receiving this Notice of Defect / EBL.

Signature _____ Date _____