



Hello, and welcome to Downtownian.com!

We'd like to extend to you our sincerest thanks for choosing to live at a Downtownian.com building! We know you had a lot of apartment options to choose from and we appreciate that you chose ours. All of us here at Downtownian.com will do our very best to make certain you always feel you've made the right choice. Remember, if you ever have any problems with the service you're receiving you can contact us directly via your Downtownian.com account and we'll bend over backwards to help you out in any way we're able.

This is an electronic lease. It is designed to allow you to easily coordinate signing and returning the lease to us. It collects legally binding electronic signatures in lieu of pen signatures.

Please use this list to help you fill out your lease properly:

☐ Make sure to thoroughly read the lease and all of its terms before signing. You will be bound by all of these terms. Make sure there are no mistakes with dates, rates, etc.

☐ **PLEASE NOTE** that our leases always start on the first day of the month, but your actual start date is most likely a slightly later date. If this is the case, we will credit your account for the difference.

Don't forget these other important items:

☐ Prior to your move-in date, please visit the Baltimore Gas & Electric (BGE) website at <https://www.bge.com/> and click on the "Moving" link at the top of the page to apply for gas and electric service, effective the date of your anticipated move-in (which may be different than the start date on your lease).

☐ The full security deposit and first month's rent must be paid prior to receiving the keys.

☐ You must provide us with a certificate of your renter's insurance prior to receiving the keys. See the flyer at the end of this lease for more information. *This is critical.*

☐ You will be provided with an account on *Downtownian.com* before you move in. Your account will enable you to view your billing history, submit and track service requests, and make online payments.

If you have any further questions about this process, please email our leasing department at leasing@downtownian.com.

On behalf of all of us here at Downtownian.com, we look forward to having you as a resident!

The Management Team
@ Downtownian.com

Apartment Lease

20260122 BLD-FINAL

1. PREAMBLE.

This residential apartment lease ("Lease") is made and entered into as of the date of execution set forth below. It is the intent and purpose of this Lease to set forth the covenants, terms, and conditions upon which the party designated herein as "Owner" demises and leases the premises described herein to the party designated herein as "Tenant," and upon which said Tenant leases and accepts said premises from said Owner. The respective rights, duties, and obligations of the parties hereto shall be governed and controlled by the provisions set forth herein.

WITNESSETH, that the Owner hereby leases to Tenant and Tenant hereby leases from Owner the Premises in the Building, from the Lease Start Date, for the length of the Lease Term, at the Monthly Rent. Monthly Rent shall be payable in advance, without demand, on or before the twentieth (20th) day of the preceding month (the "Due Date").

2. DEFINITIONS.

Owner:

Tenant:

Building:

Premises:

Monthly Rent:

Security Deposit:

Lease Start Date:

Lease Term:

License Number:

Authorized Occupants:

If multiple Tenants are listed herein, all sections and items in this Lease referring to Tenant shall refer to all Tenants jointly and severally. In the event of default by any one Tenant, each remaining Tenant shall be responsible for timely payment of the full Monthly Rent and for performance of all other provisions of this Lease.

3. **PAYMENT OF RENT.** Tenant agrees to pay promptly by mail the rent as herein provided without any deduction or offset whatsoever and to pay the rent when due. If a monthly installment rent is received by Owner after the Due Date, or if a payment that is made does not clear for any reason on or before the Due Date, or if a chargeback or electronic payment dispute is initiated and funds are taken back after the Due Date, Tenant will pay, as additional rent, a sum equal to 5% of the total monthly amount due. There is a grace period of either 10 days from the Due Date, or if Tenant receives government benefits, until Tenant has received Tenant's regularly scheduled government benefit disbursement (if Tenant has previously provided the Owner with written notice that shows the day of the month the government benefit is normally issued or mailed is later than the day on which the rent is due), whichever is later.

TENANT IS ADVISED TO MAIL RENT AT LEAST FIVE DAYS OR ELECTRONICALLY SEND RENT AT LEAST THREE DAYS PRIOR TO THE END OF THE GRACE PERIOD TO AVOID THE RISK OF ADDITIONAL CHARGES. Owner reserves the right to refuse any payment made in cash, or any partial payment. Rent must be paid in full by one party only. Owner will not accept payments from multiple parties, or multiple forms of payments. Payments made by a third party on behalf of Tenant that are not clearly marked with Tenant's last name and unit number will not be honored. Any payment made in person to Owner's offices, its agent's offices, or to any employee or representative of the Owner will not be accepted, however Owner will accept payments mailed to its address. If a check, e-check, ACH, credit card or any other electronic payment is accepted by Owner or if a partial payment is accepted by Owner, it is purely as an accommodation to Tenant. If the check or e-check is bad or worthless, Tenant agrees to reimburse to Owner as additional rent any fee assessed by Owner's financial institution.

OWNER DOES NOT UNDER ANY CIRCUMSTANCES ACCEPT MONEY ORDERS AS A FORM OF PAYMENT.

All payments should be made payable to "Downtownian.com Apartments". Payments may not be made to any other entity or person. Tenant may have to pay a fee when using credit card or electronic payment methods to make a payment to

Owner, or to pay cash through a third-party service, to offset administrative costs in Owner's office. This includes making payments for, but not limited to, deposits, repair and cleaning charges, and any other charge or fee.

4. Owner does not provide physical rent bills. As a courtesy to Tenant, Owner has made available an online system that, among other things, permits Tenant to view billing statements, review account ledgers, make payments via EFT, e-check, and credit card, and make service requests, plus other various additional services. There is no charge to Tenant for the use of the online system, but Tenant may be subject to fees associated with credit card and other payments. Owner retains the right to begin charging for the use of the online system, in parts or in its entirety, at any time. Owner shall be permitted to establish reasonable rules and regulations for the use of the online system and shall have no obligation to make or continue to make the online system (or any part thereof) available for use by Tenant. In addition, Owner shall have no liability to Tenant with regard to the online system, including, but not limited to, any liability resulting from the failure of the online system to operate or be available in whole or in part. The existence of Owner's online system does not modify or amend any of the terms and conditions of this Lease and all payments which Tenant is obligated to make under this Lease shall be due on the date specified in the Lease, irrespective of the failure or unavailability of the online system. The Tenant assumes the risk of such failure or unavailability.
5. **UTILITIES.** The obligation of Owner and Tenant with respect to the provision of utilities shall be as follows:

UTILITY	TO BE FURNISHED AT COST AND EXPENSE OF (Owner or Tenant)
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Gas in Premises:

Electricity in Premises:

Heat:

Water Heat:

Water Utility:

Common Area Utilities:

- a. Tenant agrees to pay when due all charges for all utilities, which are to be furnished at the expense of Tenant as listed above. If Tenant fails to pay any such charges within fifteen (15) days of receipt of the bill, or if Tenant instructs billing agency to bill Owner prior to the termination of this Lease, or if Tenant fails to notify billing agency of their tenancy, whether intentionally or unintentionally, then such shall constitute a default under this Lease and, in addition, Owner may, in Owner's option and discretion, pay such bill and the amount thereof plus a 5% late fee and a Twenty Dollar (\$20.00) administration fee per bill, and those amounts shall be added to and deemed part of the rent due, shall be payable by Tenant to Owner on demand, and Owner shall have the same remedies for the collection of such charges as Owner has for the non-payment of rent.
 - b. If water, common area utilities or any other utility is to be furnished at the expense of Tenant as listed above and the cost of that utility is billed to Owner as part of an undivided single billing for the combined Building, Tenant is responsible to reimburse Owner for one fraction of the amount billed equal to the number of known residents within the Building. The amount owed shall be listed on the billing statement furnished by Owner, and is payable upon receipt. A copy of the actual statement furnished by the appropriate utility provider will be forwarded to Tenant upon written request. In the event Tenant fails to make any such reimbursements, then the amount thereof shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
 - c. Notwithstanding any other provisions of this Lease, if Owner is responsible for the cost of any utility and Owner determines, in its sole discretion, that Tenant is using a disproportionate amount of any such utility, then Owner may charge Tenant an amount equal to such increased utility cost, as determined by Owner in its sole discretion, and the amount thereof shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent. Use of any utility provided by Owner that is determined to be a non-residential use, at Owner's sole discretion, is strictly prohibited.
 - d. If Owner provides a means, such as, but not limited to, a paper registration form or online application for Tenant to subscribe, register or otherwise apply for service from any utility or other service provider that is not the Owner, Owner shall assume no responsibility to ensure that said means has been effective. It is the Tenant's sole responsibility to contact the utility or provider in question to ensure that said subscription, registration or application has been successful. If said means fail, Tenant will be responsible for such failure per the terms of section 5(a) herein.
6. **OWNER'S AGENT.** Owner hereby employs Barrus Real Estate Group, LLC, (the "Agent") (also doing business as Downtownian.com), as Owner's Agent. Owner expressly grants to Agent the authority, powers and right to rent, lease and manage the Building, collect all rent and fees from Tenant, and represent the Owner in enforcement of all terms of the Lease. Agent may exercise this authority in the name of the Owner, in Agent name alone, or in the name of both. Owner

may replace Owner's Agent with another agent at any time by furnishing Tenant with written notice of said replacement a minimum of fifteen (15) days prior to actual replacement.

7. **CESSATION FOR REPAIR.** If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner may temporarily stop or curtail the furnishing of any such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs, or for the purpose of repairing or improving the equipment or utility lines furnishing such service or utility. Should owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use reasonable diligence in restoring such service or utility.
8. **UNAVAILABILITY OF UTILITIES.** In the event Owner or Tenant is prevented or are unable, for reasons beyond Owner's or Tenant's control, to obtain fuel or electricity for the services which they respectively have agreed above to furnish, or in the event of the rationing or non-delivery of the same, Owner is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect, and the rent shall not be abated.
9. **USE OF THE PREMISES.** Tenant will use the Premises in a careful manner and agrees not to use or permit the use of any portion of the Premises for any purpose other than as a private residence; to keep the Premises in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including all health and housing codes and criminal laws as applicable to the Premises or Tenant's use of the Premises. Tenant shall indemnify and save Owner harmless from, any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations, any violation or non-performance by the Tenant of any of the covenants contained herein, or any other act or omission of Tenant or its agents, employees, invitees or family members. All electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall be carefully used for their respective legitimate purposes only.
10. Tenant agrees not to permit any deterioration or destruction to occur for the duration of the Lease. Tenant agrees to prevent any damage to be caused to the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Owner instructions, especially where posted. Should Owner notify Tenant at any time that the Premises is being kept in a dirty, unsanitary, unhealthy or otherwise dangerous condition, Tenant shall have five (5) days to rectify said condition, otherwise Tenant agrees to allow Owner to enter the Premises to rectify said condition at the cost and expense of the Tenant. This includes, but is not limited to professional house cleaning and pest control services. Said costs shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
11. **FIRE/SAFETY REGULATIONS.** Tenant agrees not to do or permit to be done anything on the Premises in contravention of any fire insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalks nor permit anything to be done in the Premises contrary to the rules and regulations of the fire department or health department or of any other governmental authority.
12. **OCCUPANCY REGULATIONS.** Tenant, and Tenant's agents, employees, invitees and family members, shall observe and comply with the rules and regulations set forth in or attached to this Lease, if any, and with such further rules and regulations and modifications thereof as Owner, may from time to time, adopt concerning use of the leased Premises. No pets may be kept on the premises without written prior permission of the Owner. Owner shall not be liable to Tenant for the violation of any of the rules and regulations or the breach of any covenant or provision in any lease by any other Tenant in the Building.
13. **CONDUCT OF OCCUPANTS.** Tenant shall conduct himself and require other persons on the Premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their Premises, and Tenant further covenants and agrees that he will not use or permit said premises to be used for any improper, illegal or immoral purposes, nor will he use, permit or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner.
14. **HOUSE RULES / RESIDENT HANDBOOK.** Tenant acknowledges receipt of and agrees to comply with the House Rules contained in the **Downtownian.com Resident Handbook**, located at <https://handbook.downtownian.com> (the "Handbook"). The Handbook includes rules and regulations governing pets, smoking, noise, laundry facilities, housekeeping, utilities, satellite installations, and other matters concerning Tenant conduct and property use. The Handbook is incorporated by reference and may be reasonably updated from time to time by Owner with notice to Tenant.
15. **OCCUPANTS OF THE PREMISES.** Tenant covenants and agrees that only the Authorized Persons and their minor children are allowed to reside in the Premises. There shall be no houseguests staying longer than seven (7) consecutive days without Owner's prior written consent. Any person not listed on this Lease who remains on the Premises for more than seven (7) days without such written consent shall be deemed to be trespassing. Tenant acknowledges and agrees that the Owner may treat such unauthorized occupants as trespassers and may contact law enforcement to have them removed from the Premises. Such unauthorized occupancy shall constitute a material breach of this Lease. Owner, at Owner's sole option, may invoke this clause and take all legal actions afforded to Owner under applicable law.
16. **ASSIGNMENTS AND SUBLETTING.** Tenant will not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Owner, which consent may be withheld or denied at Owner's sole and absolute discretion. Any such assignment or subletting, in the absence of Owner's prior written consent, shall be null, void and of no effect. Owner may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant

shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent to any subsequent assignment or subletting or a release of Tenant from Tenant's liability hereunder.

17. **ALTERATIONS AND ADDITIONS.** Tenant agrees not to make any alterations, additions or improvements including painting to the Premises without first obtaining Owner's prior written consent. This shall include but is not limited to the installation of any equipment, such as satellite dishes or cable TV wires.

18. **MAINTENANCE AND REPAIRS.**

- a. Owner shall maintain and keep in repair the Building and the exterior walls of the Premises. Additionally, Owner agrees to repair and maintain or, if necessary, replace any part or chattel in the Premises or any part of the premises itself that is made deficient or damaged through the course of normal wear and tear. The definition of normal wear and tear shall be defined by Owner on a case-by-case basis.
- b. Tenant shall be liable to Owner for the cost of any other repairs or replacements to the Premises occasioned by Tenant's use thereof. Tenant shall be liable to Owner for the cost of any repairs or replacements to the Building if the need for such repairs or replacements results from the negligence or misuse of the Building by Tenant or Tenant's agents, servants, employees, invitees, or family members. Any damage or injury into the papering, painting, walls, doors, windows, window fixtures or apparatus, or other parts of the Premises, in excess of ordinary wear and tear, shall be promptly reported by Tenant for immediate restoration by Owner to the same condition as existed prior to the commencement of the Term and the cost of such repair shall be added to and deemed a part of the rent, shall be payable by Tenant to Owner on demand, and Owner shall have the same remedies for the collection of such costs as Owner has for the non-payment of rent.
- c. Tenant must report any maintenance issue in a timely fashion. Tenant shall be liable for any damages to the Premises, fixtures and appliances belonging thereto resulting from failure to report a maintenance issue in a timely fashion.

19. **MOLD NOTIFICATION AND RESPONSIBILITIES.** Tenant acknowledges that there is no visible mold in the Premises at the commencement of this Lease. Tenant agrees to promptly notify Owner in writing of any suspected mold, water intrusion, or moisture buildup. Tenant agrees to maintain the Premises in a manner that discourages mold growth, including regular cleaning, use of ventilation systems, and avoiding excessive moisture accumulation. Owner will investigate any reports of mold or moisture promptly and remediate in accordance with applicable law and health codes.

20. **RIGHT OF OWNER ACCESS.**

- a. Owner may enter the leased premises only for the following reasons: repairs, maintenance, modifications, renovations, or improvements; inspection; showing the premises to prospective or actual purchasers, mortgagees, tenants, or contractors; ensuring the protection and safety of the property and occupants; completing work ordered by a governmental entity; or if appropriate, responding to a written request from Tenant.
- b. Except in an emergency, Owner must provide Tenant with written notice at least 24 hours in advance of entry. This notice must include the date, approximate time, and purpose of the entry. Entry is only permitted between 7:00 a.m. and 7:00 p.m., Monday through Saturday, unless another time is agreed upon in writing by Tenant.
- c. Written notice can be delivered by one of the following methods:
 1. Notice may be delivered via USPS mail with a certificate of mailing, or as a paper notice affixed to the door of the leased premises. If sent by USPS mail, the notice must be delivered at least 24 hours before the specified entry time.
 2. Tenant may voluntarily opt-in to receive notices electronically. Tenant is not required to agree to electronic delivery. If elected, Owner may deliver notice at least 24 hours in advance via email, text message, or an electronic tenant portal that is accessible to the Tenant at the time the notice is delivered and the specified entry time. Owner must maintain proof of the electronic transmission. Tenant may revoke this consent in writing at any time.
- d. Owner may enter the premises without prior notice in an emergency to ensure the imminent protection or preservation of the property, the imminent protection and safety of any occupants, or the health, safety, and welfare of other tenants and staff.
- e. Owner may enter with less than 24 hours' notice only if Tenant voluntarily agrees in a separate written agreement to allow this. If Tenant provides such written agreement, Owner must still provide a written notice of entry that complies with all other aspects of this clause. This is a voluntary agreement by the Tenant and can be revoked in writing at any time.
- f. If Tenant alleges a housing code violation, Tenant must provide Owner access to the leased premises within 24 hours after notifying Owner of the alleged violation.

BY INITIALING BELOW, TENANT VOLUNTARILY ELECTS TO RECEIVE ALL WRITTEN NOTICES FROM OWNER VIA ELECTRONIC DELIVERY. TENANT UNDERSTANDS THAT THIS ELECTION IS NOT REQUIRED AND TENANT MAY OPT-OUT IN WRITING AT ANY TIME.

TENANT ACKNOWLEDGES THAT IF THEY DO NOT ELECT ELECTRONIC DELIVERY, OWNER MUST PROVIDE WRITTEN NOTICE VIA A PAPER NOTICE AFFIXED TO THE DOOR OF THE PREMISES OR VIA USPS MAIL WITH A CERTIFICATE OF MAILING, EITHER OF WHICH CAN TAKE LONGER TO POST AND RECEIVE. THIS MAY RESULT IN DELAYS IN SCHEDULING AND COMPLETING REQUESTED REPAIRS OR MAINTENANCE.

BY INITIALING BELOW, TENANT VOLUNTARILY WAIVES THEIR RIGHT TO 24 HOURS' NOTICE FOR THE OWNER TO ENTER THE PREMISES. BY THEIR INITIALS THE TENANT AGREES TO ALLOW THE OWNER TO ENTER THE LEASED PREMISES WITH A WRITTEN NOTICE OF NO LESS THAN 4 HOURS FROM THE TIME OF DELIVERY. THE OWNER WILL ONLY ENTER DURING THE HOURS OF 7:00 A.M. AND 7:00 P.M., MONDAY THROUGH SATURDAY, UNLESS ANOTHER TIME IS AGREED UPON IN WRITING. THIS AGREEMENT IS ENTIRELY VOLUNTARY, AND THE TENANT MAY REVOKE IT IN WRITING AT ANY TIME. ALL OTHER NOTICE REQUIREMENTS OF THIS LEASE AGREEMENT REMAIN IN EFFECT. TENANT UNDERSTANDS THAT THE BENEFITS OF A SHORTER NOTICE PERIOD FOR ENTRY INCLUDE FASTER SERVICE AND INCREASED SCHEDULING FLEXIBILITY FOR REPAIRS AND MAINTENANCE. THE TENANT ALSO UNDERSTANDS THAT THIS AGREEMENT IS NOT A PERMANENT WAIVER. THE TENANT CAN, AT ANY TIME, PROVIDE WRITTEN NOTICE TO THE OWNER REQUIRING A FULL 24 HOURS' NOTICE FOR A SPECIFIC ENTRY.

21. For a period of ninety (90) days prior to the expiration of the Term or any renewal thereof, or beginning immediately following either Tenant or Owner's written notice of their intent to terminate this agreement, whichever is longer, Owner shall have the right, at reasonable times, to show prospective Tenant or purchasers through the Premises and to hang a key box or other entry device on or near the Premises.
22. **CLEANING AT END OF TENANCY.** Tenant agrees to return the Premises, including all appliances, fixtures, floors, walls, and surfaces, in a clean condition consistent with the condition at the start of the tenancy, ordinary wear and tear excepted. Normal wear and tear does *not* include damage caused by failure to clean, improper cleaning, stains, burns, chips, pet damage, excessive dirt or grime, abandoned furniture or personal items, or any other avoidable or negligent damage.

If any portion of the Premises is carpeted, Tenant further agrees to have the carpet professionally cleaned at the end of the tenancy and to provide Owner with a paid receipt from a professional carpet-cleaning service on or before surrender of possession. Owner may, after the Tenant vacates, arrange for professional cleaning services as necessary to restore the Premises (including any carpet) to the condition required under this Lease, beyond ordinary wear and tear. In such case, the reasonable and actual cost of such cleaning may be deducted from the Tenant's security deposit only to the extent permitted by law and only if the condition of the Premises at move-out exceeds ordinary wear and tear or if Tenant fails to provide proof of required professional carpet cleaning.

Owner will inspect the Premises upon Tenant's written notice to vacate. If Tenant has completed the cleaning (including professional carpet cleaning, if applicable) to the satisfaction of Owner and the Premises are maintained in that condition until surrender, no deduction for cleaning will be taken from the security deposit.

23. **SURRENDER OF PREMISES.** Tenant agrees to surrender the Premises to Owner at the end of the term or any renewal thereof in as good a condition as when received, ordinary wear and tear excepted; and Tenant further agrees to surrender the premises free and clear of all furniture, chattels and debris and in a broom, mop and vacuum clean condition and to return all keys to the Premises to Owner immediately upon the expiration of the term. Tenant shall not leave any items not belonging to the Owner, Building or Premises, including but not limited to trash, furnishings and other abandoned materials. Should Tenant leave any belongings on the Premises after vacating, Tenant agrees to allow Owner to remove said items and recognizes the cost of removal and disposal shall be deducted from security deposit.
24. **DAMAGES AT TERMINATION.** If Tenant leaves any damages upon vacating Premises to the extent that they would prevent the Owner from re-renting the unit, Tenant shall reimburse Owner for each lost day of rent based on Tenant's then current rent.
25. **FAILURE TO VACATE AT TERMINATION.** If Tenant does not vacate the Premises on or before the last day of the Term (or any renewal thereof), Tenant shall be deemed a holdover tenant under Maryland law. In such case, Owner may seek remedies available under Maryland law, including the right to file a legal action for possession and, if permitted by law, to seek additional rent or damages for the holdover period. Upon Owner obtaining a judgment for possession through the

appropriate court process, any storage or disposal of Tenant's personal property shall be carried out in accordance with applicable Maryland law.

26. **TENANT LIABILITY.** Tenant agrees that, with respect to those portions of the Premises within Tenant's exclusive control, Owner shall not be responsible or liable for any loss or damage to Tenant's personal property, except to the extent caused by Owner's own negligence or willful misconduct. IT IS THE RESPONSIBILITY OF THE TENANT TO OBTAIN AND MAINTAIN ADEQUATE LIABILITY INSURANCE ON THE PREMISES. See the terms of section 29 herein.
27. **INDEMNIFICATION OF OWNER.** Tenant will indemnify and hold Owner harmless from any and all claims, damages, or liabilities arising from injury to persons or property to the extent such injury or damage is caused by Tenant, Tenant's guests, invitees, agents, or family members, or by Tenant's violation of this Lease. This indemnification does not apply to the extent that injury, loss, or damage is caused by the negligence or willful misconduct of Owner, Owner's agents, or employees.
28. If all or substantially all of the Building is damaged or destroyed by fire, tempest or other act of God, or by the acts or rioters or public enemies, Owner, by notice to Tenant, may terminate the tenancy hereby created and all rent payable under this Lease shall be apportioned to the time of such occurrence. If, however, the Premises are only partially destroyed or damaged and Owner elects to repair the damage to the Premises, then Owner shall restore the Premises to substantially the same condition as existed immediately before such occurrence without unreasonable delay, the rent payable under this Lease shall not be abated, and this Lease shall remain in full force and effect. IT IS THE RESPONSIBILITY OF THE TENANT TO OBTAIN AND MAINTAIN ADEQUATE INSURANCE ON ALL PERSONAL PROPERTY PLACED ON IN OR ABOUT THE PREMISES. See the terms of section 29 herein.
29. **RENTER'S INSURANCE.** Prior to the commencement of the Term, Tenant will obtain renter's insurance from a well-established insurer and provide proof of purchase to Owner. The coverage amounts of said insurance must adequately insure Tenant's belongings in their entirety as well as cover any possible damage Tenant might cause to Building and/or Premises, with a minimum value of \$300,000.00 of liability coverage (the "Renter's Policy"). The Renter's Policy must name Tenant as primary insured, and may NOT be a rider on a homeowners or renters policy for another premises.

Prior to or upon commencement of the Term, Tenant shall provide Owner proof of the Renter's Policy in the form of an insurance certificate furnished by the insurer. Owner must be listed as the certificate holder, with Owner's name and address (as stated on page 1 of this Agreement) listed on the certificate, and the certificate shall provide Owner with notice protection in the event of any changes to the Renter's Policy. Such certificate shall not name Owner as additionally insured.

Tenant further agrees to maintain the Renter's Policy throughout the duration of the tenancy, and to furnish additional proof of insurance when requested by Owner, and whenever the Renter's Policy shall renew. Should tenant fail to show proof of said Renter's Policy by the commencement of the Term, Owner may, in Owner's option and discretion, purchase such a Renter's Policy on behalf of Tenant and bill Tenant for the full cost of said Renter's Policy plus a Fifteen Percent (15%) charge to offset administrative costs in Owner's office, and those amounts shall be added to and deemed part of the rent due, shall be payable by Tenant to Owner on demand, and Owner shall have the same remedies for the collection of such charges as Owner has for the non-payment of rent.

Tenant agrees not to occupy the Premises until a Renter's Policy is established and in force according to the terms of this section. Tenant agrees that during any such period of restricted access, the Lease shall continue in full force and effect, and the rent shall not be abated.

Owner makes no representations regarding the flood history or flood risk of the Premises unless otherwise required by law. Tenant is advised to consider renter's insurance that includes flood protection, even if the Premises is not in a FEMA-designated flood zone

I HAVE READ AND AGREE TO THE RENTER'S INSURANCE PROVISION (ALL TENANTS MUST INITIAL)

30. **CONDEMNATION.** If all or substantially all of the Building is taken or condemned for a public or quasi-public purpose, this Lease shall terminate as of the date title shall vest in the condemner and all rent shall be apportioned to such date. Tenant waives all claims against Owner and condemner by reason or the complete or partial taking of the Premises or Building and all damages awarded as a result of any condemnation, whether for the whole or a part of the Premises or Building, shall belong to and be the property of Owner whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises or Building.
31. **OWNER REMEDIES.** If Tenant shall fail to pay the rent within ten (10) days of the date when due or if Tenant shall breach any other term, covenant or condition of this Lease, Owner (a) may distrain there for all in accordance with the applicable provisions of law, (b) re-enter the Premises and terminate this Lease in accordance with the applicable provisions of law, or (c) bring summary proceedings to evict Tenant or (d) pursue any other remedy available to Owner at law or in equity. No such termination of this Lease, however, nor recovery of possession of the Premises, shall deprive Owner of any other action against the Tenant for rent or for damages which may be due or sustained prior to or subsequent to the termination of said Lease as aforesaid, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Owner prior to such termination or re-entry or subsequent thereto. The rights and remedies under this lease are

cumulative, and either parties using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

32. **TENANT'S RESPONSIBILITY FOR DAMAGES.** Should Tenant violate any provision of this Lease, and such violation causes the Owner to incur verifiable costs, expenses, or damages, Tenant shall be responsible for reimbursing Owner for all such actual and reasonable costs, expenses, and damages. This includes, but is not limited to, costs for (i) Repairing damage to the Premises or Building beyond normal wear and tear caused by Tenant or Tenant's guests, (ii) Removing unauthorized items or waste, (iii) Remediating issues caused by unauthorized pets, (iv) Professional services (e.g., extermination, specialized cleaning) required due to Tenant's breach of health or safety covenants.

Owner will provide Tenant with a written statement detailing the violation, the services performed, and the actual costs incurred, along with supporting documentation (e.g., invoices, receipts) where applicable. Payment for such costs shall be due from Tenant within fifteen (15) days of the date of the statement. Owner retains all other remedies available under this Lease and Maryland law for such violations, including, but not limited to, eviction for material non-compliance.

33. **RELETTING.** If the Premises becomes vacant because of the exercise by Owner of its remedies hereunder or should Tenant abandon the Premises, Owner may take possession of the same, and may, at its commercially reasonable discretion, relet the Premises, if reasonably possible, to others, as the agent of Tenant, upon such terms and conditions as Owner shall reasonably determine and Tenant, upon demand shall pay to Owner the costs incurred by Owner in such reletting and thereafter pay monthly in advance the difference between the rent payable under the Lease and the amount of the rent received upon any such reletting. Nothing contained in this Lease shall be deemed to impose upon Owner any obligation to show or lease the Premises in preference to any other rental units owned by Owner.

34. **ADDITIONAL RENT AND CHARGES.** Tenant agrees to pay as additional rent, and Owner shall have the same remedies for the collection of such charges as it has for rent, any and all sums which may become due by reason of the failure of Tenant to comply with any of the covenants of this Lease and any and all damages, costs and expenses which the Owner may suffer or incur by reason of any default of Tenant or failure on Tenant's part to comply with the covenants of this Lease, and also any and all damages to the Premises caused by any act or neglect of Tenant or Tenant's agents, employees, invitees or family members or otherwise as provided for in the provisions of this Lease. The amount thereof shall be added to and deemed part of the rent due.

35. **ATTORNEYS FEES AND COURT COSTS.** Should any action be brought by either party hereto to enforce any provision of this Lease, the Owner, if he prevails, shall be reimbursed by Tenant for all reasonable attorneys' fees and court costs incurred, and, if this Agreement is in force, the amount thereof shall be added to and deemed part of the rent due. This paragraph shall survive termination of this Agreement.

36. **RENTAL LICENSE DISCLOSURE.** In accordance with Baltimore City Code, the Owner affirms that the Property is currently licensed as a residential rental dwelling by Baltimore City, as evidenced by the License Number, and that said license is valid as of the date of this Lease. Tenant acknowledges receipt of this disclosure and understands that the rental of this Property is subject to the rules and regulations of the Baltimore City Housing Code.

37. **POSSESSION BY TENANT.** Owner agrees that Tenant may, peaceably and quietly, enter the Premises at the beginning of the Term, and that the Premises will be made available in a condition permitting reasonably safe habitation.

If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the Term and/or to occupy any premises of Owner other than the Premises at any time, such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy.

Owner has not guaranteed a specific delivery date for the Premises, and occupancy will only begin on the date on which the Premises is ready for occupancy and tendered by Owner to Tenant by delivery of keys. In the event Owner cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, then Owner and its agents shall have no liability, but the rental herein provided shall abate until possession is given. Owner or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Lease and all rights hereunder shall terminate.

38. **STORAGE LOCKERS.** If a storage locker is provided for Tenant's use, Tenant agrees to use said storage locker exclusively for the storage of personal property owned by Tenant and for no other use. Tenant shall not keep or have in said storage locker or anywhere in the Building any article or thing which might be considered "hazardous" or "extra hazardous" by any responsible insurance company. Owner is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to the property of Tenant, nor is Owner required to carry any insurance to cover same. Tenant, at his own expense, shall obtain his own insurance, if any, to the property stored in said storage locker. Tenant agrees that Owner and Owner's agents and employees, and any law enforcement agency upon permission from Owner, shall have the right to access the storage locker and view its contents at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease or which Owner otherwise deems necessary or appropriate, or if there is reasonable suspicion that illegal or inappropriate items are stored within. Said storage locker shall be considered part of the Premises, and be subject to all of the rules and regulations set forth in this lease.

39. **SMOKE DETECTORS.** Tenant specifically acknowledges that Owner has installed smoke detectors and combination smoke detector / carbon monoxide combination detectors (each a "Detector") in each area of the Premises as required by building and housing codes. Tenant further acknowledges that the Detectors are in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any Detector or otherwise permit any Detector to be obstructed or tampered with for any reason whatsoever, except to replace batteries. Tenant further agrees to test the Detectors within the Premises periodically and to report in writing to Owner any malfunction. Tenant assumes all liability to test the Detectors and hereby waives and exonerates Owner from any and all liability resulting from any defective Detectors that Tenant shall not have specifically reported in writing to Owner as stipulated, unless such defect was previously known by Owner. Owner, upon written notification from Tenant by certified mail or upon notification in person that a Detector is defective, shall repair and/or replace the Detector. If any Detector within the Premises becomes damaged by tampering or by the negligence or deliberate misuse or abuse by Tenant, or any agent, servant, employee, invitee, or family member of Tenant, or if Detector is damaged, disconnected or found to be without a functioning battery in the Premises at any time during tenancy (except if the Tenant is reasonably in the process of replacing the battery), then Owner shall promptly cause same to be repaired or replaced at which time Owner shall be entitled to and Tenant shall pay Owner upon demand, the expenses and damages sustained by Owner, which shall include a \$75 standard service visit fee plus the full cost of a new Detector and any additional costs involved in its replacement, and the cost thereof shall be added to and deemed a part of the rent and Owner shall have all of the remedies available for the collection of rent. If Owner shall replace batteries in a smoke detector at the behest of the tenant, Tenant shall provide the battery, and Owner shall charge Tenant a fee of \$5 per battery install, and if Tenant does not supply the battery, Owner shall also charge tenant the full retail cost of the battery. Said charge shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent. Upon move out, Tenant will ensure that all smoke detectors in the Premises have fresh, working batteries.
40. **PERSONAL SECURITY ALARMS.** Tenant shall not install or have activated any personal security system or alarm on Premises, monitored or unmonitored, without prior written permission of Owner. In the event that permission is given, Tenant agrees to supply Owner with appropriate code or other means of disarming said personal security system or alarm for the purposes of Owner access to Premises. Tenant agrees to keep said means of disarming current, and agrees to hold Owner harmless in the event that said personal security system or alarm is triggered.
41. **HEIRS & ASSIGNS AND USE OF GENDER.** It is mutually understood and agreed that all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Owner and Tenant and further that the singular shall include the plural and the male gender include the female, or both male and female, or non-binary, or other gender, wherever the context shall so require.
42. **NOTICES.** All notices required to be given by Owner to Tenant shall be sufficiently given by leaving the same at the Premises, except that notice of the withholding by Owner of any portion of the security deposit which is specified in the section "Security Deposit: Notice To Parties" below. The Owner's address is:

**Management Center
P.O. Box 4883
Baltimore, MD 21211**

Owner may change this address at any time by furnishing Tenant with written notice at least fifteen (15) days prior to actual change.

Tenant shall provide one valid email address per resident at the bottom of the Apartment Lease. Tenant agrees that these email addresses may be used by Owner for official communications to Tenant regarding the Lease, the Owner's website, and other communications Owner deems relevant. Tenant agrees to maintain the listed email addresses, and to ensure that any spam filters in place for said email addresses are set to allow all communication from the domains barrusrealty.com and downtownian.com. Tenant agrees that Owner is not responsible for Cosigner's receipt or security of any such communication. Tenant must inform Owner in writing if any of these email addresses changes at any time during tenancy. Tenant understands that the listed email addresses also may be used to authenticate Tenant on Owner's website. Owner agrees not to release said email addresses to any unrelated third party.

43. **RENT CONTROL.** In the event any form of rent control is instituted by any agency of the federal, state or local government, Owner reserves the right to increase the rent by giving sixty (60) days prior written notice at any time during the Term. Such increase shall be limited, however, to that amount legally approved by any constituted commission or other legal body overseeing said rent control.
44. **ACTIVE MILITARY DUTY.** In accordance with the Servicemembers Civil Relief Act (SCRA), if Tenant is on active duty with the United States military and receives permanent change of station orders or temporary duty orders for a period In excess of three (3) months, Tenant may terminate the Lease and shall be liable for no more than thirty (30) days' rent after written notice and proof of assignment are given to Owner, plus any costs for damages to the Premises beyond ordinary wear and tear.
45. **OWNER'S LIABILITY.** This Lease shall be interpreted so as to comply with the laws of Maryland. Nothing in this Lease shall be construed to indemnify Owner, hold Owner harmless, or exonerate Owner from liability for injury, loss, or damage caused by Owner's own negligence, violation of law, or willful misconduct. To the extent permitted by law, Owner shall remain responsible for its statutory duties, including those related to habitability and maintenance, and Tenant shall retain all rights and remedies available under Maryland law.

46. **TENANT INSPECTION.** Tenant has been provided with an opportunity to inspect the Premises and accept the Premises on its present condition unless otherwise agreed in writing below.
47. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Owner, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
48. **NON-LEASED AREAS.** Tenant shall leave no personal belongings in any common areas of the Building including, but not limited to the basement, halls and exterior. Belongings left in common areas will be disposed of immediately and the cost of such disposal shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
49. **LOCKS.** Tenant will not alter or change any door or window locks within the Premises or any part thereof without the prior written consent of the Owner, which consent may be withheld on the Owner's sole and absolute discretion. Any lock alteration, in the absence of Owner's prior written consent, shall be replaced by Owner, and the cost of such replacement shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
50. **PEST CONTROL.** It shall be the responsibility of the Owner to arrange for and to pay for the cost of exterminating bugs, insects, vermin, rodents and other pests within the Building and Premises. It is required for the Tenant to immediately notify Owner of any pest infestation. Should Tenant fail to report pests within the Building and Premises, or harbor or attract pests through unsanitary or otherwise attractive conditions to pests, Tenant agrees to allow Owner to arrange for such pest control and/or cleaning services that are necessary to curb infestation, and agrees to pay the full cost of such service. Said costs shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
51. **PETS. Tenant agrees not to keep any pets on the Premises without written permission of Owner,** including but not limited to dogs, cats, fish, rodents, birds, and lizards. If an unauthorized pet is found on the Premises, Tenant agrees to pay the Owner a pet fee of \$150 and remove the pet immediately or obtain written permission from Owner to retain the pet at the Premises. More pet policies can be found in our resident handbook, located at <http://handbook.downtownian.com>.

I HAVE READ AND UNDERSTAND THE PET POLICY (ALL TENANTS MUST INITIAL)

52. **UPKEEP.** In addition to the Premises, Tenant agrees to keep the common areas of the Building, including the hallways, basement, yard, porches and balconies, fire escape, steps, walk and sidewalks clean at all times, and to keep all walks, sidewalks, porches, balconies, and exterior steps clear of snow and ice. Tenant shall also ensure that all trash and debris is properly placed into designated refuse containers, and that no bulk trash items are placed on or near the Building or Property. The responsibility for maintaining common areas, including snow and ice removal from all walks, sidewalks, porches, balconies, and exterior steps, rests primarily with the Owner. However, Tenant agrees to cooperate with Owner and other tenants in maintaining these areas. Should any common areas become dirty, or if trash is improperly placed, or if Tenant's actions contribute to uncleared snow and ice, Owner shall perform the necessary tasks to rectify the situation. The reasonable cost of such rectification shall be charged to the Tenant(s) responsible for the condition. If responsibility cannot be reasonably attributed to a specific Tenant, the cost may be distributed proportionally amongst all tenants in the Building, and such costs shall be added to and deemed part of the rent due, with Owner having the same remedies for collection as for rent.
53. **WATER-FILLED ITEMS.** Tenant shall not possess any large item that requires large amounts of water for proper use without written permission of Owner. This includes, but is not limited to, waterbeds and fish tanks.
54. **RUGS.** Tenant agrees to cover 80% of all hardwood floors with rugs upon occupying the Premises, and leave covered until tenancy ends.
55. **PLUMBING & ELECTRICITY.** Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Should a clogged pipe or sewer backup occur due to improper use of plumbing receptacles, Tenant agrees to pay the entire cost incurred by Owner to repair plumbing, clean any unsanitary condition, and repair ancillary damage caused as a result of such improper use. Said costs shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.

Tenant may only use UL approved electrical operated items in Premises. Tenant may not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle at one time. If Owner warns Tenant about the risk of potential overloading of a circuit by the use of certain electrical devices, and Tenant continues to overload said circuit, Tenant agrees to cover any and all costs involved in restoring power to said circuit. Said costs shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent. Continuous incidents of overloading circuits may be treated, at Owner's sole and irreversible discretion, as a breach of this lease.

Owner shall not be responsible for the replacement of broken or non-functioning light bulbs in the Premises. For more information on the current light bulb policy, visit the Handbook and search for the entry entitled "Light Bulb Replacement." This website is subject to change from time-to-time.

If phone lines and/or cable television lines are fed to Premises, Owner does not guarantee the condition or operation of those lines. It is the Tenant's responsibility to make any necessary repairs to those lines prior to use. Prior to the installation of any cables or wires on the Premises, Tenant shall notify Owner where such items will be installed and what method will be used to install them, and first obtain written permission from Owner. Tenant is responsible for any and all damage done by phone, cable or other service providers in installing and making operational their service, including but not limited to extension cables that are tacked to a wall, baseboard or floor, holes made from the exterior, and otherwise cutting or damaging the Premises. Tenant is responsible for removing all extension cables placed by said service providers prior to vacation of Premises.

56. **LOCAL ORDINANCES.** Tenant agrees to conform to all ordinances of the City of Baltimore, including but not limited to those dictating the condition and cleanliness of the exterior of the Building and the condition and operation of fire and safety equipment. If Owner or the Building is served by the City with any violation found to be caused by Tenant, Owner reserves the right to rectify said violation in keeping with the City's requirements without additional notice to the Tenant. Should said rectification occur, Tenant shall be charged the full amount and cost of said rectification. Said charges shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
57. **AUTHORIZED OCCUPANTS ONLY.** Only the Tenant(s) listed on this Lease, together with their listed minor children, are permitted to reside in the Premises. No other person may reside in or regularly occupy the Premises without the prior written consent of Owner. Guests may visit temporarily but shall not remain on the Premises for more than seven (7) consecutive days or fourteen (14) total days in any six-month period without Owner's prior written consent.

Any person not authorized under this Lease who remains on the Premises beyond the limits above without Owner's written consent shall be deemed a trespasser. Tenant acknowledges and agrees that Owner may treat such unauthorized persons as trespassers and may request police assistance to have them removed from the Premises.

Tenant, members of Tenant's household, guests, invitees, and any other persons under Tenant's control shall not (i) Disturb the peace or comfort of other tenants or neighbors, (ii) Engage in conduct that results in repeated police responses or complaints, (iii) Engage in or permit any criminal activity, including but not limited to drug use, drug distribution, assault, harassment, domestic violence, illegal weapons, or destruction of property, (iv) Engage in or permit conduct that endangers the health, safety, or right of peaceful enjoyment of other tenants or neighbors, (v) Cause or allow any damage to the Premises beyond ordinary wear and tear.

Tenant agrees that Owner may issue written no-trespass notices to any non-tenant individual who is disturbing the premises, causing damage, engaging in criminal activity, or otherwise violating these Lease terms. Tenant agrees not to invite or permit such individuals onto the Premises after receiving written notice of such a no-trespass order. Tenant understands that violation of this obligation is a material breach of this Lease.

Any violation of this section—including but not limited to repeated police calls due to disturbances or domestic issues, the presence of unauthorized occupants, or prohibited conduct as described above—shall constitute a material breach of this Lease. In the event of such a breach, Owner may, at Owner's sole discretion, take any and all legal actions afforded to Owner under Maryland law, which may include (i) Issuing written notice to Tenant to cure the violation, (ii) Initiating breach-of-lease proceedings or other eviction actions, (iii) Requesting law enforcement assistance to remove trespassers or persons subject to a no-trespass order.

58. **LAUNDRY MACHINES.** No clothes washers or dryers are allowed in the Premises without express written permission of Owner. If coin-operated laundry equipment is available in the Building, Tenant agrees to follow all posted rules and regulations for use of equipment. Use of such laundry equipment and laundry area is for use only by residents of the Building. Tenant agrees that Tenant's agents, employees, family members, and any other invitees may not be granted access to laundry area. Owner is not responsible for any loss or damage due to laundry equipment or laundry area. Laundry equipment and laundry area shall be considered part of the Premises, and be subject to all of the rules and regulations set forth in this lease. Any damage to laundry equipment by Tenant shall be added to and deemed part of the rent due and Owner shall have the same remedies for the collection of such charges as it has for rent.
59. **DISHWASHERS.** No additional dishwashers may be installed in the Premises without express written permission of Owner.
60. **SALE OF PROPERTY.** In the event Owner enters into a contract to sell the Property, Tenant agrees that if this Lease is a fixed-term lease, it shall automatically convert to a month-to-month tenancy effective as of the closing date or such other date designated in writing by Owner. Owner may then terminate the month-to-month tenancy by providing Tenant with not less than ninety (90) days' written notice. Tenant agrees to vacate the Premises no later than the expiration of such ninety (90)-day notice period.

61. **OWNER NON-WAIVER.** The failure of Owner to insist upon the strict performance of any of the covenants of this Lease, in any one or more instances, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment of such covenant or option for the future, but the same shall continue and remain in full force and effect.
62. **SEVERABILITY.** If any provision of this Lease is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
63. **ADDITIONAL PROVISIONS.** See lease addenda for additional provisions.

AUTOMATIC RENEWAL PROVISION

It is agreed by the parties that the foregoing Lease, with all its provisions and covenants, shall be renewed and continue in force for successive one year periods after the expiration of the Term above mentioned; provided, however, that the parties hereto, or either of them, can terminate the same at the end of the Term, or at the end of any renewal thereof, by giving AT LEAST NINETY (90) BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR WRITTEN NOTICE to the other party prior to any expiration of the Term. Upon any renewal, Owner may choose, at his option, to increase the rent by up to 5% cumulatively. Owner shall notify Tenant of any such rent increase at least ninety (90) days in advance of the renewal of the Term. If checked below, Tenant elects to receive such notice electronically by email or text message, or if no email is available or if email is returned, by first class mail to the Premises.

By checking this box, I hereby elect to receive all official notices of rental increases via the official email address(es) I have listed at the bottom of this Lease.

I HAVE READ AND AGREE TO THE AUTOMATIC RENEWAL PROVISION:

[Signatures appear on following page]

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

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written:

SIGNED AND DELIVERED BY TENANT JOINTLY AND SEVERALLY:

SIGNED AND DELIVERED BY OWNER:

for

**THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL
ADVICE & COUNSEL.**

Security Deposit: Notice To Parties

If a security deposit, including payment of the last month's rent in advance of the time it is due, is to be paid by the Tenant to the Owner in order to protect the Owner against non-payment of rent, damage due to breach of Lease, or for damage to the Premises, Tenant is entitled to receive, and Owner is obligated to deliver to Tenant a receipt containing those provisions required by law. The below form may be used as a receipt for this purpose if properly executed by the parties.

Date:

The undersigned Owner and Tenant have entered into a Lease as of the date above for the rental of premises known as

in the building known as

Owner hereby acknowledges having received from Tenant as of the date above the sum of*

as a security deposit in connection with the Lease, to protect Owner against non-payment of rent damage due to breach of the Lease, including failure to surrender the Premises free and clear of debris and furniture, or failure to return all keys to the Premises to the Owner, or any administrative, maintenance or other charges set forth in this Lease or any damages or expenses incurred by Owner arising from Tenant's failure to comply with any of the terms of this Lease, or for damage to the Premises caused by Tenant, its family, agents, employees or social guests, in excess of ordinary wear and tear.**

SIGNED BY TENANT, JOINTLY AND SEVERALLY:

SIGNED BY OWNER:

for

* The Owner may not impose a security deposit in excess of the equivalent of one months' rent per dwelling unit, regardless of the number of tenants.

** Within thirty (30) days of its receipt, the aforesaid security deposit will be deposited by Owner in a Maryland banking or savings institution in an interest-bearing account devoted exclusively to security deposit or in insured certificates of deposit at branches of federally insured financial institutions located in the State or in securities issued by the federal government or the State of Maryland. Within 45 days after the end of the tenancy, the Owner shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater, less any damages rightfully withheld. Interest as aforesaid shall be payable only on security deposits of \$50.00 or more and shall accrue at six-month intervals from the day the tenant gives the Owner the security deposit. Interest is not compounded. If Owner withholds all or any portion of the security deposit for unpaid rent or for damages as set forth in the foregoing receipt, Owner shall present by first-class mail directed to the last known address of the Tenant, within 45 days after the termination of the tenancy, a written list of the damages together with a statement of the cost actually incurred. Because Tenant has been required to pay a security deposit in connection with the Lease, Tenant has the right, within fifteen (15) days of occupancy, to request a written list from Owner of all existing damages to the Premises. Such request must be made in writing. Owner will provide this list within a reasonable time after receipt of the request.

Tenant has the right to be present when Owner or Owner's agent inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Owner by certified mail of his intention to move, the date of moving, and his new address. Such notice from Tenant to Owner must be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of such notice, Owner shall notify Tenant by certified mail of the time and date when the Premises are to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the notice from Tenant to Owner.

Owner need not notify Tenant of his intention to withhold all or part of the security deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy or if Tenant has abandoned the Premises prior to the termination of the tenancy. In such event, Tenant may make demand for return of the security deposit by giving written notice by first class mail to Owner within forty-five (45) days of being evicted or ejected or of abandoning the Premises. The notice shall specify the Tenant's new address. The Owner then, within thirty (30) days of receipt of said notice, shall supply Tenant with a list of damages and costs, by first class mail. The use of all or any part of the Security Deposit by Owner shall not be Owner's sole remedy in the event of Tenant's default. If the costs of Owner's expenses and/or damages incurred exceed the total amount of the Security Deposit, Tenant shall pay any excess. TENANT MAY NOT APPLY THE SECURITY DEPOSIT AS RENT, EVEN AT THE END OF TENANCY.

Tenant hereby acknowledges that a copy of the foregoing Receipt for Security Deposit was delivered by Owner to Tenant.

SIGNED BY TENANT, JOINTLY AND SEVERALLY:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards, particularly to young children and pregnant women. Lead exposure can seriously harm health if not properly managed.

FEDERAL DISCLOSURE & TENANT ACKNOWLEDGEMENT

(a) Lessor's Disclosure of Known Lead Hazards (check one):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the Premises
(Explain):
☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.

(b) Records/Reports Provided (check one):

- ☐ Lessor has provided Tenant with all available records/reports related to lead-based paint or hazards.
(Describe/list):
☒ Lessor has no records/reports related to lead-based paint or hazards.

(c) Tenant Acknowledgement (check all that apply):

- ☐ Tenant has received copies of the above records/reports, if any.
☒ Tenant has received the federal pamphlet Protect Your Family from Lead in Your Home.

MARYLAND DISCLOSURE & ACKNOWLEDGEMENT

Maryland law applies to pre-1978 properties and requires:

- Registration of rental units with the Maryland Department of the Environment;
- Lead risk-reduction inspection and dust sampling at each tenancy change, unless certified lead-free;
- Tenant receipt of the State's pamphlet Notice of Tenant's Rights.

(d) Tenant Acknowledgement (check both):

- ☐ Tenant has received the Maryland pamphlet Notice of Tenant's Rights.
☐ Tenant acknowledges that Owner is responsible for Maryland registration and required lead-risk compliance.

AGENT ACKNOWLEDGEMENT

- ☒ Agent has informed Owner of their obligations under federal and Maryland law and will forward any tenant lead-related issues.

CERTIFICATION OF ACCURACY

All parties certify that the information above is accurate to the best of their knowledge.

LESSEE(S):

AGENT OF OWNER:

>>> **VERY IMPORTANT - PLEASE READ!** <<<

Renters Insurance

Hey there, new guy!

Thank you for renting a Downtownian.com apartment.

As part of your lease, **all residents are required to maintain a renters insurance policy for the entire duration of their tenancy**. You may purchase renters insurance from any licensed insurance company, as long as it meets the coverage requirements listed below.

WHY DO WE REQUIRE RENTERS INSURANCE?

Renters insurance protects **your belongings**—furniture, electronics, clothing, jewelry, and more—against losses from fire, theft, vandalism, or other damage.

It also provides **liability protection** if someone is injured in your apartment or if you, a family member, or a guest accidentally cause damage to the building. Without renters insurance, you could be personally responsible for those costs.

Please note: The building's insurance only covers the structure itself, not your personal property or your liability.

TYPICAL POLICY COST

A renters insurance policy usually costs **about \$150–\$250 per year**.

If you already have auto insurance, adding renters insurance to the same policy often costs very little and may qualify you for a **multi-policy discount**. If you'd like, we can recommend a local agent who offers competitive rates.

COVERAGE REQUIREMENTS

Please provide your insurance agent with this checklist:

- Liability Coverage: **\$300,000**
- Personal Property: **\$20,000**
- Must be a **stand-alone renters insurance policy** (not a rider on a homeowners policy).
- If you have a pet, the policy must cover pet attack and pet damage.
- A Certificate of Insurance* must be issued to:

Downtownian.com Apartments
Management Center
P.O. Box 4883
Baltimore, MD 21211

CERTIFICATE OF INSURANCE

Your insurance carrier must send the **Certificate of Insurance** directly to us by mail or email at leasing@downtownian.com **before your move-in date**. You may be able to have a certificate emailed to us directly from your insurance company's website. We cannot accept copies mailed by you directly.

A Certificate of Insurance is an official document that shows:

- The policy's effective dates,
- The type of coverage,
- The coverage amounts.

This certificate simply verifies your coverage; it does **not** add us as an insured party. (Sometimes called an "Interested Party" or "Additional Party" certificate.)

If you have any questions or need help finding a policy that meets these requirements, feel free to contact us. We're happy to help!

Thank you again for choosing Downtownian.com Apartments.

We look forward to having you as a resident!

The Leasing Department @
Downtownian.com Apartments

A few things about the lease...

(in plain English)

(This is not your lease—it just explains key rules to save everyone time and trouble. The signed Lease is still the binding agreement.)

Thanks for renting with Downtownian.com! Here are some of the important rules and reminders from your lease, written simply. Please read your full Lease for all details.

Rent & Payments

- **Rent is due by the 20th of each month.** You have a grace period until the 1st before late fees apply. Mail early enough so it arrives by the 1st, or pay online by 11:59 pm on the 1st.
- **Pay on time, no matter what.** Even if the post office is closed or the internet is down, you're still responsible. Pay a few days early to avoid problems.
- **One payment per apartment.** If you have roommates, one person collects everyone's share and sends one full payment to us.

Care of Your Apartment

- **Be careful with walls and fixtures.** Small picture hooks are fine. Large holes, sticky adhesives, or damage to floors, cabinets, or woodwork will be charged at move out. Better yet, use Command Strips!
- **No alterations without approval.** Do not install shelves, ceiling hooks, extra locks, or make any changes without written permission.
- **No painting on your own.** If you want color, ask us—we can arrange painting for a small fee.
- **Keep your apartment in good condition.** If you damage something or allow damage (for example, not reporting a leak), you may be responsible for repair costs.

Neighbors & Community

- **Quiet hours: 9 pm to 9 am.** No loud music, yelling, or activities that disturb others during these hours. Parties must stay inside your apartment and at a low volume.
- **Keep common areas clear.** No trash, shoes, or personal items in hallways. Use provided bins and clean up after yourself.
- **Be mindful of odors.** Excessive cooking odors, smoke, or other strong smells that affect neighbors are not allowed.
- **Lost keys and lockouts.** Contact us if you're locked out—do not force doors or windows. There is a fee for lost keys and lockouts.
- **You must be on the lease.** Don't allow anyone to live in the apartment who is not on the lease without our written approval.

Pets

- **No pets without written approval. No exceptions.** This includes short visits from friends' pets. A signed pet agreement and any applicable deposits/fees are required first.

Utilities & Services

- **Ask before installing services.** Cable, satellite dishes, internet wiring—get written approval first. We have rules about where wires and dishes can go.
- **Free internet is not guaranteed.** If provided, it's not part of your lease. Even if it's down, rent is still due on time.
- **Don't tamper with smoke detectors.** It's illegal and dangerous. Replace batteries when needed and let us know if a detector isn't working.
- **Report maintenance issues promptly.** Submit a service ticket through your online account. If you delay and it causes extra damage (like ignoring a leak), you may be charged for the extra cost.

Moving Out

- **Give 90-120 days' written notice.** All roommates must sign the notice. Send it by certified mail so you have proof. We do not send reminders.
- **Last month's rent must still be paid.** Your security deposit is not last month's rent. If you skip the last month's rent, late fees apply and your account may go to collections.
- **Leave the apartment clean.** Remove all belongings and trash. Charges will apply for damage beyond normal wear and tear or if the unit is left dirty. You will be charged a lot for furniture removal, so better to do it yourself.

Return all keys. All keys, fobs, or passes must be returned on move out day to avoid replacement charges. Don't forget the mailbox key!

For a more comprehensive list of our rules, regulations and other important things to know, log onto your account at Downtownian.com and click on the Resident Handbook link, or visit <http://handbook.downtownian.com>

I've received, read and understood the items listed above, and agree to abide by them. I understand that this list is not comprehensive and non-binding. It is not meant to replace terms of the Apartment Lease in any way. These items are only presented to point out a few of the many important rules I must follow as a resident of a Downtownian.com building.

Signed: