

BLACKSTONE MANAGEMENT

2A Industrial Park Drive
Waldorf, Maryland 20602
(240) 349-2117

Rental Lease

1. DATE, LANDLORD, TENANT:

This lease made this 30th day of March, 2017 by and between Blackstone Management, LLC hereinafter referred to as the Landlord, and John Doe & Jane Doe hereafter referred to as the "Tenant"

2. ADDRESS, TERM:

Witnessed, that the Landlord hereby leases to the Tenant and the Tenant hereby lease from the Landlord, the premises known as 3511 Flagstone Street Waldorf, MD 20601 for the term of One Year(s) beginning on the 1st day April, 2017 and ending on the 31st day of March 2018. A 60 days' notice must be provided before the end of your term. This lease will automatically go month to month at the month to month fee and a 60 days' notice still must be provided. ()Initial

3. PAYMENT OF RENT

A total rent of Seventeen Thousand Four Hundred 00/100 dollars (\$23,700.00) for said term, payable in equal monthly installments Twenty-Tree Thousand Seven Hundred and 00/100 dollars, (\$1,975.00) in advance on the first of each and every month of said term, without deduction or demand. 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 shall apportioned; thereafter, rent shall be paid on the first day of the month, as aforesaid. All payments, unless tenant is notified otherwise in writing by Landlord, are to be made to Blackstone Management, LLC.

4. PRO RATA RENTAL: NA

It is understood and agreed that Tenant is to commence occupancy of the premises on the day of on the 1st day of Tenant is to pay the pro rate sum of dollars \$00.00 Zero 00/100 as rent from () Initial

5. PAYMENT OF RENT; LATE CHARGES:

The Tenant covenants that he will pay, without notice or demand, the rent agreed to herein at the time and place specified, without deduction, counterclaim of any kind whatsoever on or before the first (1st) day of each month. If the Tenant fails to pay this monthly installment on or before the close of business on the first (1st) day of the month in which it is due, the Tenant shall pay to the Landlord additional rent equal to not to exceed a total of **Five Percent (5%)** of the monthly rent per month in order to compensate the Landlord for the added expense of processing such delinquent account. Date of actual receipt by the Landlord shall be the day of payment. A return item fee of Thirty-Five Dollars and 00/100 (\$35.00) will be automatically made for each instance in which a check or money order is returned unpaid by the Tenant's bank for any reason. Plus any bank fees that are assessed to Blackstone Management. **All additional charges shall be deemed to be additional rent due. Generally accepted accounting principles is any balance on tenants account, monies will be charged to the oldest outstanding items on their account – this includes late fees, utility bills, court fees, maintenance fees, etc. So if you pay your rent, these fees will be deducted first from any rent you pay** (initial).

The Landlord reserves the right not to accept personal checks from the Tenant in payment of rent, late charges, services charges or other fees.

6. ACCEPTANCE OF PROPERTY:

The premises are delivered in as-in condition, however, the Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and Tenant agrees that no

()Initial

representations as to the condition of the premises have been made and no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. Within the **first seven (7) days** of occupancy under this Lease, Tenant will give Landlord or Agent notice of any defect, breakage, malfunction or damage to or in the structure equipment or fixtures in or said property. This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way to that Landlord or Agent is obligated or expected to repair or correct such defect, breakage, malfunction or damage.

7. USE OF PROPERTY:

The premises will be used by the Tenant solely for the purpose of a residence for the Tenant and shall be occupied by no more than **Two (2) adults** and **(0) child(ren)**. Tenant shall not use the premises for any disorderly or unlawful purpose or in any manner offensive to other and shall comply fully with all applicable federal, state and local laws and ordinances. The premises shall not be used for any purpose other than a residence without prior written consent of the Landlord.

8. SECURITY DEPOSIT:

Tenant has paid a full deposit with **Blackstone Management** in the sum of **One Thousand Nine Hundred and Seventy-Five 00/100 (\$1,975.00)**, which sum does not exceed two (2) month's rent which is to be held as collateral security and applied on any charge that may remain due and owing at the expiration of this agreement, and extension or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees, employees, trades people or pets, or other expenses suffered by the Landlord as a result of a breach of any covenant of this lease. Tenant may not utilize the security deposit as rent nor shall he deduct the same from the last month's rent not require a the Landlord to indemnify itself from said sum of money or any part of the said security deposit shall have been utilized by Agent on behalf of the Landlord in accordance with the terms hereof or applicable law, the Tenant shall upon the delivery of notice of same immediately deposit with the Agent, the amount so applied by Agent so that Agent shall have the full deposit on have at all times during the term of this Lease and any renewal or holding over. The Agent acknowledges receipt of the aforesaid deposit which shall be deposited in an interest bearing escrow account and which deposit shall be made within thirty (30) days after receipt of said funds in a bank or saving system with the State of Maryland and which account shall be devoted exclusively to security deposits. The Agent shall, upon written request, promptly provide the Tenant with a written list of all existing damages. Said request by the Tenant must be made within seven (7) days of the Tenants occupancy. Within forty-five (45) working days after the end of tenancy the Agent shall return the deposit, less any damages rightfully withheld. However, in the event the Tenant has been evicted or ejected for non-payment of rent or for breach of a condition or covenant of the Lease prior to the termination of tenancy, or in the even the Tenant has abandoned the premises prior to the termination of the tenancy the Tenant must first demand return of the security deposit by giving to the Agent written notice by first class mail within forty-five (45) days of being evicted, or ejected, or of abandoning the premises. The notice shall specify the Tenant's new address and not a P.O. Box address. Within thirty (30) days of receipt of the notice from the damages claimed by the Agent, the Agent shall send written notice to Tenant by first class mail which contains a written list of damages claimed by the Agent as allowed by law, together with a statement of the costs actually incurred. Within forty-five (45) working days of the receipt of the written notice from the Tenant to the Agent, Agent shall return the security deposit to the Tenant less damage rightly withheld. In the event of a sale of the property which this premises is situated on the transfer or assignment by the Landlord/Agent of this lease, the Landlord/Agent shall have the right to transfer the security deposit and the Tenant shall look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security to a new Landlord/Agent. In the event of any rightful or permitted assignment of the Lease by the Tenant to any assignee or sublease, the security deposit shall be deemed to be held by the Agent as a deposit made by the assignee and the Agent shall have no further liability with respect to return of such security deposit to the assignor. Security deposit or any portion thereof may be withheld for unpaid rent, damages due to breach of lease or damages to the premises. Tenant has the right to be present at the time of inspection to determine if any damage were done to the premises if Tenant notifies landlord by certified mail or his intention to move, date of moving and new address. The notice shall be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of notice, landlord shall notify Tenant by certified mail of time and date when premise are to be inspected. The date shall occur with five (5) before or five (5) days after date of moving as designated in Tenant's notice. Tenant acknowledge that this paragraph constitutes written notice to him at time of payment of security deposit of his rights under subsection 8-203 of the Real Property articles of Maryland (as amended 1979).

9. AGENCY

The Tenant recognizes that Blackstone Management is an agent for the Landlord and is not a party to any dispute that may arise out of this lease agreement.

10. MILITARY TRANSFER CLAUSE:

In the event that the Landlord or Tenant is, or hereafter becomes, an active duty of the United States Armed Forces and hereafter the Landlord receives permanent change of station orders to return to, or Tenant receives permanent change of station orders to depart from, the area where the premises are located, or if either party is relieved from active service, then in any of these events such party may terminate this Lease upon giving at least thirty (30) days written notice to the other party which notice shall have attached a copy of official orders reflecting the change which warrants termination under this clause. The termination date will be the last day of the month for which the notice is effective. Area as reflected in this paragraph is interpreted to mean a distance of more than fifty (50) miles.

11. POSSESSION:

Although Landlord and Agent shall, in good faith, make every reasonable effort, but without obligation to incur cost or expense or to institute any legal procedure, to deliver possession of said property to Tenant on the date stated herein at the beginning of the term, in no event shall Landlord or Agent be liable in damages or otherwise for failure to be due to lack of vacancy, alteration, repairs, or redecoration being planned, made or unfinished, or lack of any occupancy or use permit by any government law or authority, or for any other reason or cause whatever; and such failure to deliver possession shall not affect Tenant's obligations hereunder except that in the event of delay, the rent shall be suspended for the period from the date of commencement specified in the lease to the date possession is tendered; provided, however that if possession is not delivered or tendered to Tenant within thirty days after the date so specified, then Landlord or Tenant may thereafter terminate this lease forthwith by giving written notice thereof to the other before possession is delivered or tendered to Tenant, in which event all parties hereto shall be released from further obligation hereunder, except for the return to Tenant of any deposit and rent which may have been made or paid by Tenant and no party shall be liable to the other or other for damage, performance, or other redress.

12. PREMISE IN HABITABLE CONDITION:

Pursuant to Section 8-208(c) of the Real Property Article of the Annotated Code of Maryland, the Landlord covenants that the premises will be made available in a condition of permitting habitation, with reasonable safety unless otherwise agreed by the Landlord and Tenant. If Landlord and Tenant agree that the premises will be made available in a condition that does not permit habitation, an agreement describing the condition of the premises will be written and attached to the Lease Agreement at the time the Lease is signed. Tenant acknowledges that he/she has been given an opportunity to examine the premises, that he/she has examined the premises and found it to be in satisfactory condition.

13. UTILITIES:

Tenant will furnish heat and hot water and all utilities at Tenant's expense, and Tenant will pay all water, gas, electric, sewage, fuel, and telephone bills, cable, charges, and assessments for such services and materials furnished to the leased property for benefit and use of Tenant, members of its family, household or entity, and its agents, guests or licensees, during the term hereof, whether or not billed to Landlord, Tenant, Agent or otherwise, and if not so paid Landlord may, but without obligation to do so, pay the same, and the amount so paid plus 6% interest shall be considered as additional rent for said property and payable forth with by Tenant to Landlord through agent. If electric is not turned over into your name after 30 day(s) we will have electric turned off in unit. Upon termination of this lease or extension or renewal, Tenant will provide Landlord or Agent a certified copy of Tenant's final water bill for the premises marked paid either by the utility supplying such service or institution which can accept payment on behalf of said utility. The water bill is divided amongst 48 units.

14. NO HAZARDOUS CONDITIONS:

Tenant will not permit an hazardous equipment, gasoline, explosives, combustible, corrosive or erosive materials, except gas, coal, wood or fuel oil necessary and normally used on said property for the purpose of heating and cooking, to be kept or stored in or on said property, or permit or do anything which would increase the rate of fire or hazard insurance on said property. If any increase of the fire or other hazard insurance rate is stated by the State Insurance Rating Bureau to be due to any equipment, materials, activity, or condition in or on the said property, such statement shall be prima facie evidence that the increase in rate is because of a breach of the covenant by Tenant.

15. LIABILITY FOR PERSONAL PROPERTY DAMAGE:

All persons and personal property in or on said property shall be at the sole risk and responsibility of Tenant. Landlord and/or Agent shall not be liable for any damages or injury to said personal or personal property arising from the negligence, acts or omission of acts of any persons entity, or from roof, wall, floor, door or window water leaks, or from the freezing, busting, leaking or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from or by any other cause whatsoever, latent or patent. It is expressly understood and agreed by and between the parties hereto that under no circumstances or condition what so ever shall the Landlord be liable for any damage or injury to the Tenant or to any other person or persons, or to their property, effects, or equipment which may occur on or about said premises at any time, or from any cause whatsoever, except for the negligence of the landlord, its agents, servants, or employees, which shall proximately cause such injury or damage. Therefore, Tenants are required to obtain their own insurance on personal property. Liability coverage is required and must be equal to or greater than **\$50,000.00** in cover age. It is required that the Tenant choose and insurance company that will list the Landlord and additionally insured under "Section 2 Liability Coverage" in care of Maryland residential Management Company.

16. INSURANCE ON POSSESSIONS:

The Landlord hereby notifies the Tenant that the Landlord's insurance does not cover the damage or loss of Tenant's personal possession in the premises. If the tenant wishes to have his personal possessions insured, the tenant should contact an insurance carrier which provides renter's insurance. The Tenant acknowledges receipt of this notice by his initials on the lines below:

Tenant Initial Here

17. ALTERATIONS AND ADDITIONS:

The prohibition and provisions of this paragraph shall not apply to the usual inside household pictures, portraits or figurines, which may be hung on the inside walls or other suitable places using picture hooks. Tenant will not remodel or make any structural changes, alteration or additions to the premises; will not paper, paint or decorate; not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio, television antennae (Satellite dish) or Flat Screen TV; nor drive nails or other devices into the walls or wood work, nor refinish or shellac wood floors, **nor change the existing locks of the premises without the prior written permission** of the Landlord or his Agent. All alteration, additions to, or improvements in or on said property made by either party (except moveable furniture or unattached and moveable equipment put in at the expense of the Tenant) shall immediately become the property of the Landlord and shall remain upon and be surrendered with the said property as part thereof at the termination of this lease without disturbance, molestation, or injury thereto, and without complaint, claim, contest, litigation or delay by Tenant, or Tenant's family, household, agents, guests, licensees, creditors, pledges, mortgages, or other persons. Tenant will not cause or permit any signs, advertisement, pictures, figures, inscriptions, or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of the said property except as authorized in writing by Landlord or Agent and any applicable law.

18. INSTALLATION OF EQUIPMENT

Tenant will not install or use, or permit to be installed or used, any equipment of any kind that will require any alterations or additions tom or create an overload on, any gas, was heating, electrical, sewage, drainage, or air conditioning systems of the said property, without prior written consent of the Landlord, and the permission of any governmental agency of public utility company, as and if required, and compliance will applicable public laws. The tenant acknowledged that the premises are unfurnished but contain the following equipment: **Range, Refrigerator, Dishwasher, washer, Dryer, carpet as installed, Window Treatments as Installed.**

19. MAINTENANCE:

Tenant shall be responsible for the ongoing maintenance and operation of the premises (including, but not limited to, points 1-16 below), and for repair made necessary by misuse, negligence, excessive wear and tear, or destructive activities of Tenant, other occupants, guests, invitees, pets or others, whether authorized or unauthorized. There is a **\$100.00 maintenance fee** deductible before work can be completed.

Additionally, the Tenant shall be responsible for:

1. Maintaining the Premises in a clean, orderly and sanitary condition and complying with all applicable federal, state and local laws, ordinances and regulations with respect to occupancy of the Premises;
2. Disposing of all trash, garbage, and waste in suitable covered containers or appropriate or required receptacles;
3. Using and operating all appliances, equipment and systems in a safe and reasonable manner so as not to overload them;
4. Maintaining, turning off and properly draining water pipes in cold weather. In the event that the plumbing at the Premises is frozen or obstructed due to negligence of Tenant, Tenant's family, guests or others, Tenant shall immediately pay the cost of repairing the frozen pipes or clearing the obstruction and any additional costs associated with the repair (including, but not limited to, drywall, carpet and repainting);
5. Changing of furnace, heat pump and air conditioner filters at Tenant's expense **at least once every two months.**
6. Cleaning plumbing stoppages of all toilets and drains including garbage disposals; In the event the plumbing of premises is obstructed due to the negligence of the Tenant, Tenant's family, employees, or guests, the cost for clearing such obstructions shall be paid by the Tenant;
7. Replacing and fixing any glass or screen breakage; furnishing and replacing light bulbs, fuses and faucet washers as needed;
8. Maintaining all flooring and carpeting in a clean and good condition;
9. Cutting and maintain the lawn, keeping hedges trimmed, flower beds and shrubbery in good order and properly pruned, weeded, and mulched.
10. Maintain exterior gutters, drains and grounds free of leaves and other debris;
11. Storing firewood and other sources of termites at least twenty (20) feet from dwelling;
12. Nothing can be stored in the common area hallways;
13. Keeping the streets and areas adjacent to the Premises clear of filth and obstructions;
14. Promptly removing ice and snow from all walks, steps, and drives including public sidewalks and steps, and maintain a clear condition;
15. Controlling and eliminating pests in or emanating from the Premises including, but not limited to ants, roaches, fleas, ticks and rodents during occupancy and upon vacating;
16. Making any repairs, alterations, or additions required by any governmental authority, condominium or homeowners association, or the managing agent due to the Tenant's use;
17. Promptly reporting to the Landlord any defects or breakages. Failure to report shall make tenant liable for repair of any resulting damage.

20. REPAIRS TO THE PROPERTY:

The Tenant shall promptly repair at his own expense, 100% of any damage to the property which may occur by reason of his own negligence or the negligence of any member of his family, invitees or guest and all damage caused by pet animals owned by Tenant, members of the family, invitees and guests.

Additionally, the tenant is responsible for any and all service calls in which the tenant requests the call, however, no problem is found, other than the tenant(s)' negligence or lack of knowledge. After the first thirty (30) days of occupancy under this lease, a Tenant repair deductible will be charged. Tenant shall not order any repairs on or about the premises without prior approval from the Agent. Landlord shall be responsible for structural and major repairs to the Premises including the heat and air conditioning systems, roof, water heater, electrical systems, and structural elements. All other repairs are subject to a deductible charge of **\$100.00** to be paid by Tenant. If Tenant should set up an appointment time with a contractor to complete any work/repairs at the property tenant must communicate with contractor when a scheduling conflict arises. The cancellation policy of each company will be enforced for any missed appointments or appointments that are not cancelled 24 hours in advance. Any fee that is charged will be the Tenant's responsibility to pay.

Tenants Initial Here

(_____) Initial

21. SUBLET OR ASSIGN:

Tenant shall 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 or his Agent. Tenant understands that when an assignment, sublet or releasing is approved, tenant is responsible for those charges associated with the procurement and approval of the replacement tenant.

22. PETS:

Tenant shall not keep pets of any type on the premises without written permission from the Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of professional extermination for fleas and ticks and professional cleaning to all carpets and rugs at the termination of lease, or any extension or holdover. Tenant agrees to secure pets during showing of property. Pet deposit of Three Hundred and Fifty and 00/100 (\$350.00) due at move in. You will be charged an additional 0.00 (\$00.00), per month to your rent. Your total rent per month will be N/A (\$00). Description of pets: _____ . Pet, which includes a dog or cat must be under 25 lbs. Tenants Initial Here

23. INSPECTION:

Landlord or his Agent may enter the premises during reasonable hours by appointment to examine the same, to make necessary repairs and to protect any property from damage. Tenant hereby authorizes Landlord or Agent to post a “For Sale” or other sign to that effect on the property at any time and a “For Rent” or other sign to that effect on the property within sixty (60) days prior to the end of the term hereof, and to show property inside and out at any reasonable hours to prospective purchasers, tenants, lenders, and mortgagees. Tenant shall observe and abide by any and all lawful notices, rules and requests given or made by Landlord or Agent for the occupancy, operation and maintenance of the property. Failure to comply may result in an inspection of the property at a charge to the tenant of \$40.00 per visit.

24. SURRENDER:

Tenant will, upon termination of this lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear is expected. Tenant shall at time of vacation the premises including range/oven, refrigerator and any appliances belonging to the property and remove trash from the premises. Tenant agrees to have wall to wall carpets professionally cleaned at termination of occupancy (when house is vacant) and agrees to provide Landlord/Agent with a paid receipt. If such cleaning and removal of trash is not accomplished by the Tenant, action deemed necessary by the Agent to accomplish same shall be taken by the Agent at the Tenant’s expense. Upon vacating the premises Tenant shall deliver all keys thereto the Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

25. DAMAGE BY FIRE, ETC.:

If the said property shall be partially damaged by fire or other cause without the fault and neglect of the Tenant, the damage shall be repaired by and at the expense of the Landlord and the rent, according to the extent that the property is rendered untenable, shall be suspended until such repairs are completed. With further provision Tenant can terminate this lease by written notice to Landlord and payment of rent to the date property became untenable. If the said property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to its former condition or Landlord shall decide to demolish the structures on said property, then and in either such events, Landlord shall have the option to terminate this lease by written notice to the Tenant, and the term of this lease shall terminate on the day such notice is given, with the balance of the rent due here under adjusted to the date of such termination.

26. TERMINATION BY CONDEMNATION AND POSTING:


If the whole, or any part, of the said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use or purpose, the term of lease shall cease and terminate for the date when the possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent due hereunder shall be proportionately adjusted to the effective date of such termination. If the whole or any part, of the said property should declared, posted, or to be the subject of formal notice, by or pursuant to any governmental authority or law, that is unfit, unsafe, uninhabitable, unsuitable, or not

lawfully useable for the purpose or persons under the lease as specified herein or otherwise, Landlord shall have the option of eliminating or correcting the cause thereof, if such can be done, and Landlord elects to do so, or terminating the lease from the date Landlord give notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property, white ever date is earlier, and the remaining rent due hereunder shall be proportionately adjust to the effective date of such termination. In no event shall Landlord or Agent be liable for damages or compensation to Tenant or Tenant's assigns, household, agent, or licensees, or any other person or entity, because of the events, conditions, actions, or terminations described in or arising from or connected with this section.

27. TERMINATION OF LEASE, HOLDOVER:

Either Landlord or Tenant may terminate this lease at expiration of said lease or any extension thereof by giving the other **60** days written notice prior to the rent due date (First of the Month). If Tenant shall hold over after the expiration of the term of this lease, he 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.

The Tenant hereby authorizes the Agent to install a lock box device on the property or allow prospects to view unit 60 days prior to the expiration of this lease or any extension thereof, for the expressed purpose of Agent access for the Re-renting or selling of the property.



Tenant Initial Here

28. CREDIT CLAUSE:

The tenant has authorized the Agent to order and obtain a Consumer Report (Credit Report) from a Consumer Report Agency to be used in connection with the execution of this lease. The Tenant hereby also authorizes the Agent to disclose to the Landlord or any other party directly involved the credit information provided to the Agent by such Consumer Reporting Agency or by the Tenant.

29. TERMINATION BY ANTICIPATORY BREACH:

In the event Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, or Tenant is adjudged bankrupt, such shall be considered an anticipatory breach, and Landlord shall have the option of terminating this lease by giving Tenant written notice through or by Agent of such termination, whereupon the term of this Lease shall end, and Tenant shall vacate said property in accordance with the termination notice. In the event of such breach and termination, Landlord shall be entitled to and have a claim for liquidated damages for such breach in an amount equal to three monthly installments of the rent or an amount equal to the balance of the total rent due under the full term of these lease, whichever amount is less.

30. DEFAULT:

In the event of any default hereunder or if the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, servants, guests, invitees, or causing annoyance to other tenants in said building or adjacent properties, or should Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, the and in any said events the Landlord shall have the right to terminate the Lease by giving Tenant personally or by leaving at the leased premises a thirty (30) days written notice to quit and vacate the premises and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession and the recovery of delinquent rent. In the event that the Landlord shall find it necessary to expand any monies in legally enforcing any provisions of this lease, or under law, **Tenant agrees to be liable for such expenditures as allowed by law, including, But not limited to reasonable attorney's fees.**

31. WAIVERS:

No waiver or oversight of any breach of any covenant, condition, or agreement herein contained, or compromise or settlement relating to such a breach, shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

32. TERMINATION BY DEATH:

()Initial

If the Landlord or Tenant, husband or wife, should die during the term of this Lease the surviving spouse of the deceased may terminate this lease by giving thirty (30) days written notice to the other parties involved in the lease. The right of termination of lease must be exercised within ninety (90) days of death of party concerned. Proof of death must be present to Landlord or Agent.

33. QUIET ENJOYMENT:

Landlord covenants that is Tenant shall pay the rental and perform all of the covenant, terms, and conditions of this lease to be performed by Tenant, the Tenant shall, during the term thereby created, freely, peaceably and quietly occupy and enjoy the full possession of the said property without molestation or hindrance. A Lease violation includes any violation of the terms and conditions of this Lease. This includes disturbing other tenants, pet violations, domestic violence, traffic complaints, and unauthorized persons residing in the apartment. If this Lease is violated, Tenant will receive a notice to vacate, and the Landlord will have all legal rights and remedies.

34. MULTI FAMILY CONDOMINIUM ADDENDUM:

Where this lease applies to a multi-family dwelling or the law required a condominium provision, an appropriate addendum is attached hereto and hereby made a part of this lease. In any event when lease pertains to a condominium, Tenant agrees to abide by any existing or applicable rules/by-laws of such condominium.

35. SEVERABILITY:

The provisions of this lease are severable and if any provision, clause, sentence, section, word or part thereof is held illegal, invalid, unconstitutional or applicable to any person or circumstances, such illegality, invalidity, unconstitutionally or inapplicability shall not effect or impair any of the remaining provisions, sentences, clauses, words or part of this lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this lease would have been made by both parties is such illegal, invalid or unconstitutional provision, sentence, clause, section, word or part had not been included therein to the extent that a portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remained of the provision and the remain of the other portions of this lease agreement shall remain in full force and effect.

36. BINDING ELEMENT:

This lease is not valid until submitted to Blackstone Management office for express approval and execution by Landlord or Property Manager. Until that time, this lease is non-binding upon the parties and this clause cannot be waived by any party to this agreement.

37. EMERGENCY NUMBER:

In the event of an emergency affecting health, safety, or welfare of the tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following number: **Call office and listen for emergency number on recording.**

38. LEAD PAINT:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before rent pre-1978 housing, Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

39. SMOKE DETECTORS

THIS RESIDENTIAL DWELLING UNIT CONTAINS ALTERNATING CURRENT (AC) ELECTRIC SERVICE. IN THE EVENT OF A POWER OUTAGE, AN ALTERNATING CURRENT (AC) POWERED SMOKE DETECTOR WILL NOT PROVIDE AN ALARM THEREFORE, THE OCCUPANT SHOULD OBTAIN A DUAL POWERED SMOKE DETECTOR OR A BATTERY POWERED SMOKE DETECTOR. _____ (initial here)

40. MISCELLANEOUS:

(_____)Initial

- (A) This lease shall be binding upon and inure to the benefit to the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- (B) Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that they are deemed a part of this lease, and that the falsity of them shall constitute a breach hereof.
- (C) Unless otherwise modified by the context of this lease, the word "term" whenever used herein shall include and be construed to mean the original and full term of this lease, and extension or renewal thereof, and the period of time between the beginning of the original and full term of this lease, and extension or renewal thereof, and the period of time between the beginning of the original and full term and the termination of this lease for any cause whatever.
- (D) All nouns used herein shall be interpreted and construed to include the singular, plural, masculine, feminine, or neuter forms in any places in which connect may require or indicate such interpretation and construction.
- (E) This lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.
- (F) Tenant will abide by all rules and regulations of the Condominiums/Homeowners Association and to hold the Landlord and Agent harmless.
- (G) The rent is to be paid by one check only, unless otherwise approved by a Blackstone representative.
- (H) Agent will accept only a cashier's check, personal check, cash, or money order for payment of rent.
- (I) Special provisions in the attached addendum, bearing signature of all parties concerned are hereby made a part of this contract, _____ addendum(s) attached.
- (J) You are in violation of your lease if you in any way harass the office staff or its representatives of Blackstone Management.

41. LIMITATIONS:

Landlord and Tenant specifically agree that:

- (A) _____ (Tenant Initial Here) Tenant will have **carpets professionally cleaned** annually on the anniversary of the occupancy date and when vacating by a **Vendor from approved list, and provide a receipt to agent.**
- (B) _____ (Tenant Initial Here) Tenants understand that this is a **NO SMOKING** property. If any damage is caused to the unit including excessive smell or residue tenant will be charged for cleaning and painting of damage, duct work cleaning, and HVAC cleaning.
- (C) _____ (Tenant Initial Here) Tenant will have the **dryer vent cleaned** annually on the anniversary of the occupancy date and upon vacation by a **Vendor from approved list, and provide receipt to agent.**
- (D) _____ (Tenant Initial Here) Tenant agrees to have 50% of the wood flooring covered with area carpets to prevent excessive noise.

In witness whereof, the parties hereto have executed this lease the day and year first above written. This is a legal binding contract, if not understood, seek competent advice.

Landlord Signature (Seal)

Date

Tenant Signature (Seal)

Date

Tenant Signature (Seal)

Date

Property Manager/Agent of the Landlord (Seal)

Date

(_____)Initial

Tenant Information Sheet

Please clearly print all information

Tenant(s): 1- _____
(List All Tenants) 2- _____

Mailing Address: _____

Phone: _____ Type: _____
_____ Type: _____

E-mail Address: _____ @ _____
_____ @ _____