

**Beal Estate Management, LLC
2314 Boston St.
Baltimore MD, 21224**

RESIDENTIAL RENTAL AGREEMENT

Date of Rental Agreement: September 1, 2017

Property Address: 1919 Codd Ave Baltimore, MD 21222

Tenant Names: Russell Turner and Sabine Turner

Owner's Name: Gesher LLC Property Manager: Beal Estate Management, LLC, Agent for the Owner (hereinafter "Agent" or "Landlord")

In consideration of the rental of Premises by Owner to Tenant, Tenant hereby agrees to the following terms and conditions of this Rental Agreement (hereinafter "Agreement").

1. **Rent. Term.** Landlord rents to Tenant and Tenant hires from Landlord the premises for the term of 1 Year beginning on September 1, 2017 and ending on August 31, 2018 for the total sum of \$16,200.00, payable in equal monthly payments of \$ 1,350.00, each in advance on the first day of each month, without demand. In the event that the first day of the term is not the first day of a calendar month, Tenant shall pay on the first day of the term a pro rata amount for the period until the end of that month. Payments shall be applied in the following order: citations, past judgments and court costs, utilities, base monthly rent.
2. **Possession.** If there is a delay in delivery of possession by Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, the Tenant may void this Rental Agreement and have full refund of any rent and deposit. Landlord shall not be liable for damages for delay in possession.
3. **Persons Who Will Occupy The Property.** Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons:

Russell and Sabine Turner

Keith Turner

Michael Turner

Jessica Turner

Tenant, by Tenant's signature, represents and warrants to Agent that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Agent on the Application For Tenancy Form, as signed by Tenant.

4. **Renewal Of Lease Terms.** **YEAR-TO-YEAR:** This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least ninety (90) days prior to end of the initial or renewal term. Alternatively, should the Agent notify the Tenant in writing of its intent to change the terms of the lease, the Tenant shall have 30 days from the date of said letter to accept or reject the new terms.

RT ST
Tenant Initials

5. **Security Deposit: Payment And Receipt.** Agent hereby acknowledges receipt from Tenant of the sum of \$1,850. (1350 +500 -150 cleaning Fee), in the form of a check 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

KB
Landlord

Russell Turner
Tenant/s

failure to surrender the Property free and clear of debris and furniture, or failure to return all keys to the Property to the Agent), and for damages to the Property, common areas, major appliances and furnishings, if any, caused by Tenant, or any agent, employee, invitee or family member of Tenant, in excess of ordinary wear and tear.

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

Within thirty (30) days of its receipt, the security deposit shall be deposited by Agent in a Federally insured Maryland banking or savings institution, which does business in Maryland, in an interest-bearing account devoted exclusively to security deposits or, upon Agent's election, in an insured certificate of deposit at a branch of a Federally insured banking or savings institution located in Maryland, 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% a year, whichever is greater, less any damages rightfully withheld, including nonpayment of rent, damages due to a breach of the Lease or damages to the leased Premises, common elements, major appliances and furnishings caused by Tenant, or by Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear. Interest shall accrue at six-month intervals from the day Tenant gives the security deposit. Interest shall not be compounded. If Owner withholds all or any portion of the security deposit for unpaid rent or for damages as provided, Owner, within forty-five (45) days after the termination of the tenancy, shall furnish, by first class mail to Tenant's last known address, a written list of damages claimed, together with a statement of the costs actually incurred.

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

Tenant has the right to be present when Owner inspects the Property in order to determine if any damage was done to the Property, if the Tenant notifies the Owner by certified mail of Tenant's intention to move, the date of moving and Tenant's new address. Such notice from Tenant 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 Property is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the notice from Tenant to Owner. Owner need not notify Tenant of his intention to withhold all or any 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 Property 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 Property. The notice shall specify the Tenant's new address. Owner, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

In the event Owner fails to comply with the provisions of Maryland law applicable to residential security deposits, Owner may be liable to Tenant for a penalty of up to three (3) times the amount of the security deposit withheld by Owner, plus reasonable attorney's fees. Owner, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the Tenant. In the event of a sale of the Property or the transfer or assignment by Owner of this Lease, Owner shall have the right to transfer the security deposit to the transferee and Owner shall be released from all liability for the return of the security deposit and Tenant shall look solely to the transferee for the return of the security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made of the security deposit to a transferee. In the event of any rightful or permitted assignment or sublease of the Lease by Tenant to any assignee or sublessee, the security deposit shall be deemed to be held by Owner as a deposit made by the assignee or sublessee and Owner shall have no further liability with respect to return of such security deposit to Tenant.

KB
Landlord

Russ Taylor Katie Turner
Tenant/s

6. **Payment. Late Rental Collection Charge.** Tenant covenants to pay promptly the rent as herein provided when due without any deduction, set-off, recoupment or counterclaim whatsoever. If the rent is paid more than five (5) days late, Tenant agrees to pay as additional rent a late charge equal to five percent (5%) of such overdue amount due for the rental period which said payment is delinquent. Tenant further agrees to pay court costs for any notices sent for non-payment of rent unless a court decision is rendered in favor of the Tenant. **Checks are to be made payable to Beal Estate Management, llc. Checks are to be mailed to: 2314 Boston Street Baltimore MD 21224. NO cash payments are accepted. Checks can be split amongst the tenants provided the total rent and any charges are paid in full and sent in ONE single envelope. Partial rent payments will be subject to the late fee specified above.**

7. **Bad Check Service Charge.** In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay as additional rent the sum of \$35 for each dishonored check.

8. **Legal Obligations.** Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. If the rent has not been paid by the fifth (5th) of the month, or if Tenant shall breach any other term, covenant or condition of this Rental Agreement, Landlord May bring summary proceedings to evict Tenant and/or pursue any other remedy available to Landlord at law or in equity.

No such termination of this Rental Agreement nor recovery of possession of the Premises, shall deprive Landlord of any other action against the Tenant for rent or for damages which may be due or sustained prior to, or subsequent to, the termination of said Rental Agreement. Nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Landlord prior to such termination or re-entry or subsequent thereto, subject to Landlord's obligation to mitigate its damages. If the Premises becomes vacant because of the exercise by Landlord of its remedies hereunder, or should Tenant abandon the Premises, Landlord may take possession of the same, and may relet the Premises to others, as the agent of the Tenant, upon such terms and conditions as Landlord shall reasonably determine. Nothing contained in the Rental Agreement shall be deemed to impose upon Landlord any obligation to show or lease the Premises in preference to any other rental units owned by the Landlord. Tenant agrees to pay as additional 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, all damages, costs, and expenses which the Landlord 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.

9. **Tenant's Use Of Keys And Locks.** No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Owner's prior written consent. Two keys will be furnished to the Tenant and any additional keys required will be obtained from Owner and paid for by Tenant. Duplicate key(s) will not be made without Owner's prior written consent. All keys will be returned by Tenant to Owner upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Owner, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.

10. **Re-letting.** Tenant, upon demand, shall pay to Landlord the costs incurred by Landlord in such reletting and thereafter pay monthly in advance the difference between the rent payable under the Rental Agreement and the amount of the rent received upon any such reletting.

11. **Attorney Fees And Expenses.** In the event the Tenant, the Tenant's family, agents, employees or guests violate any term or provision of the Lease, the Tenant shall pay the Owner, in addition to any other damages and expenses incurred as a result thereof, such reasonable attorney fees as are actually incurred by the Owner. The Tenant shall be liable for such attorney fees whether or not the Owner institutes legal proceedings. However, where legal proceedings are instituted by the Owner against the Tenant, and said proceedings result in a monetary judgment in favor of Owner, those reasonable attorney fees shall in no event be less than fifteen percent (15%) of the said judgment.

12. **Prejudgment Interest.** If the Resident violates this Lease and the violation results in monetary loss to

KB
Landlord

Russell Tucker
Tenant's

the Owner, then the Owner will be entitled to prejudgment interest at six percent (6%) per annum, on the amount due, from the date the Owner mails a written list of damages to the Tenant.

13. Statute Of Limitations. The parties mutually agree to extend any applicable statute of limitations from three years to twelve years as if this Lease Agreement were a specialty under Seal.

14. Rent Court Agency. Tenant is responsible for all court costs, filing fees, process service fees, and any and all fees associated with Owner hiring a Rent Court Agent due to Tenant's failure to pay timely rent, necessitating pursuit of an eviction.

15. No Assignment or Sublease. Tenant agrees that this Rental Agreement shall not be assigned in whole or in part nor shall any portion of the premises be sublet without the prior written consent of the Landlord, which consent may be withheld in the sole and absolute discretion of the Landlord. This prohibition includes assignment or subletting by operation of law or otherwise.

16. Application. Landlord having received and reviewed a credit application filled out by the Tenant, and Landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this Rental Agreement with Tenant. Tenant and Landlord agree the credit application the Tenant filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Tenant further agrees if he has falsified any statement on said application, Landlord has the right to terminate Rental Agreement immediately, and further agrees Landlord shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Tenant further agrees in the event Landlord exercises its option to terminate Rental Agreement, Tenant will remove himself and possessions from the Premises within 24 hours of notification by Landlord of the termination of this Rental Agreement. Tenant further agrees to indemnify Landlord for any damages to property of Landlord including, but not limited to, the cost of making residence suitable for renting to another Tenant.

17. Indemnification. Tenant releases Landlord from liability for and agrees to indemnify Landlord against losses incurred by Landlord as a result of:

- (a) Tenant's failure to fulfill any condition of this agreement
- (b) Any damage or injury happening in or about residence or Premises to Tenant, Tenant's invitees or licensee's or such person's property
- (c) Tenant's failure to comply with any requirements imposed by any governmental authority
- (d) Any judgment, lien, or other encumbrance filed against residence as a result of Tenant's action.


18. Abandonment. If Tenant leaves the Premises unoccupied for fifteen (15) days without paying rent in advance for that month, or while owing any back rent from previous months, the Landlord and/ or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Landlord shall have the right without notice, to store or dispose of any property left on the Premises by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's property remaining on the Premises after the termination of this agreement. Any such property shall be considered Landlord's property and title thereto shall vest in the Landlord. Tenant also agrees that if property is vacated prior to the end of the lease term, they are responsible for the remainder of the rent due for the entire lease term until the property is rented, the security deposit is forfeited, they are responsible for paying one month's leasing commission for securing a new lease, and any they are responsible for any other damages per the terms of the lease agreement.

19. Surrender of Premises. Tenant agrees to surrender the Premises to Landlord at the end of the term or any renewal thereof in as good a condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Premises free and clear of all furniture and debris and in a professionally cleaned condition and to return all keys to the Premises to the Landlord immediately upon the expiration of the Term. If any painting or alterations occurred in the premises during the lease term, tenant agrees to restore the affected area to the original color. If not restored to original color and condition, tenant agrees to pay for the restoration.

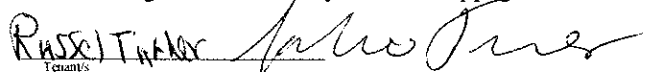
KB
Landlord

Russio Turner
Tenant

- 20. Tenant's Responsibility At End Of Term.** Tenant agrees to surrender the Property to Owner at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.
- 21. Failure To Vacate At Termination.** If Tenant does not vacate the Property on or before the last day of the applicable Term, Owner may (a) eject Tenant and take possession of the Property, storing all furniture and other personal property found on the Property at Tenant's risk and expense without liability to Owner; (b) hold Tenant liable as a tenant holding over for another one or more terms at twice the current rental; and/or (c) exercise any other remedy granted to a landlord under Maryland law.
- 22. Notices.** Any notice required by this agreement shall be in writing and shall be delivered personally, mailed by registered or First Class mail, or emailed to baltimorebealestate@gmail.com. If there are two or more undersigned as tenants, then any notice given by Landlord to one shall constitute as notice to all.
- 23. Validity of Rental Agreement Provisions.** Any provision set forth in this Rental Agreement which is contrary to the Maryland Law, or any subsequently passed Laws or amendments, shall be treated by Landlord and Tenant as void and as if it were not set forth herein. All other provisions of the Rental Agreement shall remain in full force and effect.
- 24. Waiver.** All rights given to the Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.
- 25. Right of Access.** Tenant agrees that Landlord and Landlord's agents shall have the right to enter upon Premises by use of key, or force if necessary, at all reasonable times for the purpose of inspection or making any repairs which Landlord deems necessary or appropriate. For a period of ninety (90) days prior to the expiration of the Initial Term, or any renewal thereof, Owner and Owner's agents shall have the right, at reasonable times, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereon, as may be permitted by law.
- 26. Lock Policy. Lockouts.** No additional locks will be installed on any door without the prior written permission of Landlord. Landlord will be given duplicated keys for all locks so installed at the Tenant's expense, before they are installed. Should Tenants lock themselves out and unable to gain access through their own resources, they may call upon a professional locksmith or the manager to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Management charges a fee of \$55 to tenant for providing this service between the hours of 8 a.m. and 4 p.m., Monday through Friday, except holidays, and a fee of \$110 at other times. This fee is due and payable when the service is provided.
- 29. Repairs and Maintenance.** Landlord will make necessary repairs with commercially reasonable promptness after receipt of written notice from Tenant. Landlord does not supply, repair, replace or install: furniture, storm doors, storm windows, screen doors, window screens, window shades or blinds, mail box, fuses, smoke detectors (except if required by law), batteries, light bulbs, trash cans, janitorial services, garbage collection, air filters, or any other services not specifically listed as supplied in this Rental Agreement. Any damage or injury to the papering, painting, walls, doors, window fixtures or apparatus, or other parts of the Premises (to include burst water pipes due to freezing caused by neglect or carelessness of the Tenant, his family, or any of his guests), in excess of ordinary wear and tear, shall be promptly repaired by Tenant so as to restore the Premises to the same condition as existed prior to the commencement of the term. Any damage to window glass or entry doors is the sole responsibility of the Tenant. As of the date of this Agreement, Owner warrants that the dwellings sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept items such as paper diapers, sanitary napkins, tampons, balls of hair, grease, table scraps, clothing, rags, sand, dirt, or newspapers. Tenant agrees to pay all expenses associated with clearing all drains of any and all stoppages



 Landlord



 Tenants

except those that the plumber who is called to clear the stoppage will attest to in writing were caused by defective plumbing, tree roots, or act of God. Upon the failure of the Tenant to make any such repair, Landlord, in Landlord's discretion, may make such repair and the cost of such repair shall be added to and deemed a part of the rental sum, and shall be payable, on demand, by Tenant to Landlord. The Landlord shall have the same remedies for the collection of such costs as Landlord has for non-payment of rent. Any such repairs made by Landlord will be billed at market rates plus the cost of any materials. When a maintenance request is made, the request will serve as notice to the tenant that a maintenance technician will be entering the property within two business days.

- 30. Tenant's Restrictions Concerning Vehicle Parking.** Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.
- 31. Alterations.** Tenant shall make no alterations, decorations, additions or improvements in or to the Premises without Landlord's prior written consent, and then only by contractors or those approved by Landlord. All alterations, additions, or improvements upon the Premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said Premises, as a part thereof, at the end of the term hereof. Any cost of adding or moving **Cable or Phone** lines is the responsibility of the Tenant.
- 32. Fires and Casualty.** 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. No goods or materials of any kind or description that are combustible may be taken or placed in a storage area of the residence itself. 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, health department, or of any other government agency.

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

- 33. Renter's Insurance Required.** Tenant understands that the Owner is not liable for any injury, loss or damage to person or property caused by other residents or other persons, or caused by theft, vandalism, fire, water, smoke, fumes, mold, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Owner. Therefore, the Tenant agrees that during the term of this agreement, and any renewal or extension thereof, the Tenant shall, at the Resident's sole cost and expense, purchase a renter's form of homeowner's insurance coverage providing for personal liability coverage and providing coverage to keep the Tenant's personal property on and in the Property insured for the benefit of the Resident against loss or damage. Tenant shall provide a copy of said policy to Owner at the commencement of the Lease and upon the request of the Owner. Failure to maintain the required insurance shall be a material and substantial breach of the Lease warranting an eviction.
- 34. Condition of Premises.** The Tenant hereby acknowledges that the said property is in good condition. Tenant will be furnished with a Move-In-Report upon commencement of this Lease. If there is anything about the condition of the property that is not good, Tenant agrees to record it on the Move-In-Report and return said report to Landlord within three (3) days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy. Upon receipt of completed Move-In-Report, Landlord will sign and furnish Tenant with a copy of said report for Tenant's records.

- 35. Maintenance by Tenant.** The Tenant acknowledges that he or she is legally responsible for the

KB
Landlord

Russell T. Taylor
Tenant's

following: (1) maintaining the lawns and landscaping; (2) the removal of snow and ice from walkways and driveways; and (3) compliance with all laws and health and police regulations with respect to the Premises. Tenant shall indemnify and save Landlord harmless from all liability arising out of any violation by Tenant of such laws or regulations or arising out of any neglect or any violation or non-performance by the Tenant of any of the covenants in this Rental Agreement.


- 36. Utilities.** Tenant will be responsible for payment of all charges for heat (including heating oil), garbage, water and sewer, telephone, gas and electric, and any other bills incurred during their residency.
- a. Trash: Tenant agrees to supply and maintain trash receptacles with lids on the property. For Baltimore City properties: Tenant must only place trash in the alley on the designated trash days with proper fitting lids. Tenant agrees to pay any fines as the result of failure to abide by any local codes or regulations. In the event that the Property is a multi-family dwelling between two and four units, Tenant agrees to pay his or her pro-rata share of any violations based on number of units in the property.
- b. Water: Tenant agrees to reimburse Landlord on a pro-rated quarterly basis for all water bills incurred during their Lease term. Tenant also agrees to report to Landlord/ Management any running water or leaks which may cause damage or an increase in the water bill. Tenant is liable for any damage or bills incurred as a result of failing to report such problems. In the event that the Property is a multi-family dwelling, Tenant agrees to pay **100%** of all water bills received on the property's behalf.
- c. Heat: Tenant will be responsible for payment of all charges for heat (including oil). In the event that the Property is a multi-family dwelling without separately metered heat expenses, Tenant agrees to pay **100%** of all heating bills received on the property's behalf.
- d. Electric: Tenant will be responsible for payment of all electric charges. In the event that the Property is a multi-family dwelling without separately metered electric expenses, Tenant agrees to pay **100%** of all electric bills received on the property's behalf.
- e. Public Service: Tenant will be responsible for **100%** of all publicly metered utility costs.

If Tenant fails to pay any charges within fifteen (15) days of receipt of the bill, then such failure shall constitute a default under this Lease and, in addition, Landlord may, in Landlord's discretion, pay such bill and the amount thereof shall be added to and deemed part of the rent due, shall be payable by Tenant to Landlord on demand, and Landlord shall have the same remedies for the collection of such charges as Landlord has for the non-payment of rent. They specifically authorize Landlord to deduct amounts of unpaid bills from their security deposits in the event they remain unpaid after termination of this agreement.

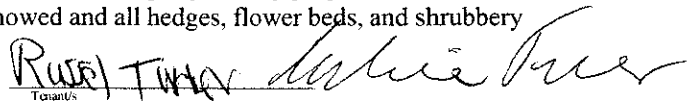
In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Owner is hereby released and discharged 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 for the full rent without abatement

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 for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility.

- 37. Heirs And Assigns Are Bound By Lease.** The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Owner and Tenant.
- 38. Controlling Law.** This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.
- 39. Tenant's Obligations Regarding Use And Occupancy.** Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery



Landlord



Tenant/s

in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Owner harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by the Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

40. Appliances. The above rental payment specifically EXCLUDES all appliances of any kind. Such appliances as are in the property are there at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord will repair or replace refrigerator or stove, at Landlord's expense, if said appliances stop working. The Washer/Dryer, if present, is provided as convenience to Tenant and Tenant therefore agrees to pay up to \$50 towards repair or replacement of the Washer or Dryer, to be due as additional rent upon demand and Landlord shall have the same remedies for the collection of such charges as Landlord has for the non-payment of rent.

41. Smoke Detectors. (a) Tenant acknowledges that Landlord has installed one or more smoke detectors in accordance with §9-102 of the Public Safety Article of the Annotated Code of Maryland. (b) If this lease pertains to a property located in Baltimore County, Tenant also acknowledges that Owner has installed one or more smoke detectors in accordance with §§ 14-2-201 of the Baltimore County Code. (c) If this lease pertains to property located in Baltimore City, Tenant also acknowledges that Owner has installed one or more smoke detectors in accordance with Part VIII, Section 907 of the Building, Fire and Related Codes of Baltimore City. (d) Tenant further acknowledges that with respect to any smoke detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Owner as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies for the collection of such costs as Owner has for nonpayment of rent.

42. Pets/Additional Deposit and Rent. There shall be no pets allowed on the rented Premises except as may be granted by Landlord, in writing. Should landlord allow pets, the Tenant hereby agrees to pay additional rent of \$25.00 per month, and an additional security deposit of \$500.00. No pets may be allowed on the property until the additional security deposit is paid.

If it is discovered that there is a pet on the premises without written authorization or a signed pet addendum, the tenant will immediately be billed up to \$500.00 additional non-refundable pet fee. This action is also considered breach of the terms of the lease and could result in termination of the lease.

43. Cleaning Fee. Tenant hereby acknowledges property is in a professionally cleaned condition and agrees to accept the property in its present state of cleanliness. They agree to return the property in the same

KB
Landlord

Russ Turner
Tenant

condition or pay a cleaning fee if Landlord has the property professionally cleaned. Property needs to be delivered to the owner or agent free and clear of all items and debris upon move-out. Tenant will be responsible for all charges associated with removal of any items or debris. If upon lease completion the property is not delivered clean and free of personal belongings the cost of removal will deducted from tenants security deposit.

- 44. Receipt and Processing of Tenant Payments.** Any Tenant charges to include late rent fees, reimbursable utility expenses, maintenance on Tenants behalf, and any other charge billable to Tenants, will be considered due and payable as additional rent. Any payments from Tenants will be applied to the most aged outstanding balance regardless of amount tendered or intended use of funds by Tenants. All rent payments must be in the form of checks or money order.
- 45. Resident's Guide.** Tenant, and Tenant's agents, employees, invitees and family members, shall observe and comply with the rules and regulations, if any, set forth in or attached to this Lease. Landlord reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations, as Landlord shall, in its judgment, determine to be necessary for the safety, care, cleanliness of the Premises, for the preservation of good order, or for the comfort or benefit of residents generally.
- 46. Terms.** In this agreement the singular includes the plural, the masculine includes the feminine, the term Owner will include Landlord & Lessor, and the term Resident will include Tenant and Lessee.
- 47. Full Disclosure.** The Tenant, by signing this Rental Agreement, hereby states that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the Rental Agreement and the obligations and responsibilities of each party, as spelled out herein. Tenant further states that Tenant agrees to fulfill his or her obligations in every respect or suffer the full legal and financial consequences of his or her actions or lack of action in violation of this agreement. Signature by the Tenant on this Agreement is acknowledgment that he or she has received a signed copy of the Rental Agreement.
- 48. Lead Based Paint, Hazards, and Consumer Disclosures.** Tenant acknowledges that premises may be subject to Federal and Maryland law as to the presence of lead based paint and/or lead based paint hazards. Tenant acknowledges the receipt of the following required brochures from owner:
- The EPA "**Protect your Family from Lead in Your Home**" brochure. (Under Federal Law – The Residential Lead Based Paint Hazard Reduction Act of 1992)
 - The "**Notice of Tenants Rights, Lead Poisoning Prevention**" published by the Maryland Department of the Environment. (Under Maryland Law -- The Maryland Lead Poisoning Prevention Program)
 - Copy of "**Understanding Who the Real Estate Agent Represents**" (Maryland Real Estate License Law)
 - Tenant(s) has received a copy of the Lead Inspection Certificate.

Tenant understands and acknowledges that compliance under Federal and Maryland Law is the sole responsibility of the owner and the tenant will read and become familiar with the requirements of Federal and Maryland Law as contained in the above brochures and notices.

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

KB

Landlord

Rose Turner

Tenant/s

Owner, to remediate and repair such water damage and removal of mold.

R T S T
Tenant Initials

- 50. **Smoking.** This unit is a non-smoking unit. Tenant may not smoke inside the unit. Tenant is responsible for the cost of removing smoke odors in the event it's determined that the tenant or any guest of the tenant smoked in the unit.
- 51. **Pest Treatment.** It is the responsibility of the Tenant to maintain a clean and livable property. In the event a pest is seen at the property the Tenant should take all reasonable actions to eliminate such unwanted pest.
- 52. **Carbon Monoxide.** Carbon monoxide is a colorless and odorless gas produced by appliances and other devices that burn gas, petroleum products, wood and other fuels. Carbon monoxide replaces oxygen in your blood --- and the consequences can be fatal. Effective March 1, 2010 any property in Baltimore City that has appliances or other devices that burn gas, petroleum products, wood and other fuels must have a working carbon monoxide alarm installed outside of all sleeping areas.
Tenant understand that: Owner's Responsibility: The owner must:
 1. Provide and install a CO alarm outside all sleeping areas;
 2. Test and maintain CO alarm, except in rental property;
 3. Provide tenants with written information on alarm testing and maintenance.
Occupant's responsibility: In rental property the occupant is responsible for testing, maintaining and replacing batteries. Tenant, by signing this lease acknowledges owner is provided all necessary information and installed carbon monoxide detectors per the laws that govern the state of Maryland.
- 53. **Inspections Required By Housing Authorities And Voucher Programs.** Tenant shall be solely responsible for being available, or otherwise allowing access to the Property, for any scheduled inspection of the Property required by any applicable government housing authority, including, but not limited to, the Department of Housing and Urban Development (HUD), the Housing Authority of Baltimore City, the Baltimore City Department of Housing and Community Development, in connection with payment of rent on behalf of the Tenant from any voucher assistance program, such as the Housing Choice Voucher Program, commonly known as "Section 8." Tenant shall immediately notify Agent if she cannot be available for the inspection, so that it may be rescheduled. Failure of Tenant to allow access to the Property for any inspection, shall be considered a material breach of this lease.
- 54. **Tenant Shall Be Available For Service And/Or Repair Technicians.** Tenant shall be solely responsible for being available, or otherwise allowing access to the Property, for any scheduled repair or improvement by any and all service and/or repair technician, irrespective if the negligence of Tenant caused, or did not cause, the need for said repair and improvement.
- 55. **Digital Signatures.** The parties agree that this agreement may be executed by digital means.

Signed this 1 day of Sept, 2017

Beal Estate Management, LLC, Agent for the Owner

[Signature]
KB
Landlord

[Signature]
Russel Tivlar
Tenant

by: Kevin Beal, Authorized Member

Tenant Russel Tucker
Tenant Lucretia Jones
Tenant _____
Tenant _____

KB
Landlord

Russel Tucker Lucretia Jones
Tenant/s



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

Before you decide to sell or buy or rent a home you need to consider the following information

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

Dual Agents

The possibility of dual agency arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that EXIT PREFERRED REALTY (firm name)

and Richard McCollin (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Russell Russell 7/7/15
Signature Date

Julie Anne 7-7-15
Signature Date

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You, is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

Before you decide to sell or buy or rent a home you need to consider the following information

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

Dual Agents

The possibility of dual agency arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.



LEAD POISONING PREVENTION NOTICE OF TENANTS' RIGHTS

INTRODUCTION

This is a Notice of Tenants' Rights which discusses your legal rights under a Maryland law which went into effect October 1, 1994. The purpose of the law is to reduce the number of children poisoned by lead in paint, while maintaining the supply of affordable rental housing in Maryland.

Under the law, property owners receive protection from lead paint poisoning lawsuits if they meet the requirements of paint maintenance, and give tenants education materials about lead hazards. When the property owner is given written notice of areas of chipping, peeling, and flaking paint in a property, he must repair those area using lead-safe work practices. Tenants may also receive assistance with moving to a lead-safe house when a family member has a high blood lead level.

Please read this material carefully and call the Lead Hotline at (410) 537-4199 or 1-800-776-2706 if you have questions about this law. TDD FOR THE DEAF (410)-631-3009.

I HAVE JUST MOVED INTO THIS HOUSE. WHAT DO I NEED TO KNOW?

The property owner should give you this notice and a Lead Information Packet on, or near, the day you move in.

The property owner may ask you to sign a statement acknowledging that you received these items.

Before you move in, the property owner should have performed **Full Lead Hazard Reduction Treatments**. This means that when you move in there should be:

- No chipping, peeling or flaking paint;
- Smooth and cleanable window wells and window sills; and
- Smooth and cleanable floors.

After doing the treatments, the property owner must have the unit inspected.

If the house passes the inspection, the Maryland Department of the Environment (MDE) and the property owner will be given a Lead Paint Risk Reduction Inspection Certificate which states that the treatments were completed properly. This certificate will be on file at MDE.

The owner has the option of testing the house for lead dust instead of doing the treatments. If the house is tested, the lead dust test results will be on file at MDE.

If you wish to know the results of any visual inspection or lead dust tests done to your home, call the Lead Hotline at 410-631-4199, 1-800-776-2706 or TDD 410-631-3009.

ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST DO SPECIAL LEAD HAZARD REDUCTION TREATMENTS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has a blood lead level of 15 or more micrograms of lead per deciliter of blood, the local health department will inform the property owner of the obligation to do the **Modified Lead Hazard Reduction Treatments** or pass a lead dust test.

Also, if there is chipping, peeling and flaking paint in your home, you should report it to the property owner in writing. This paint may contain lead which can be dangerous to you and your children. The only way you can be sure your property owner knows about possible lead paint hazards in your home is if you tell him in writing.

In most cases, the property owner will have 30 days to do the Modified Lead Hazard Reduction Treatments, or pass a lead dust test.

DO I TELL THE PROPERTY OWNER ABOUT THE CHIPPING, PEELING AND FLAKING PAINT IN A SPECIAL WAY?

Yes. You must send notice to the property owner in writing. You may either write your own letter or use a "Notice of Defect Form." A sample copy form is attached.

In order to send a notice, you may: Send it Certified Mail, Return Receipt Requested or hand deliver it to the property owner or his agent and get the signature of the person you delivered it to.

IT IS AGAINST THE LAW FOR THE PROPERTY OWNER TO EVICT YOU FOR REPORTING PAINT DEFECTS IN YOUR HOME OR BECAUSE THERE IS A PERSON IN YOUR HOME FOUND TO HAVE A HIGH BLOOD LEAD LEVEL.

WHAT ARE THE MODIFIED LEAD HAZARD REDUCTION TREATMENTS?

The Modified Lead Hazard Reduction Treatments include:

- Removal & repainting of any chipping, peeling and flaking paint
- Making window sills smooth and cleanable; and
- Special cleaning of the work area

The property owner must pay for those repairs required to be done to your home.

Pregnant women and children under 6 years old must not be in the house while the Lead Hazard Reduction Treatments are being performed.

If you are required to leave your house for more than 24 hours while treatments are performed, the property owner must pay reasonable expenses for overnight housing and meals for your family.

You must allow the property owner to enter your home to do the treatments. The property owner may ask you to sign a statement verifying that the treatments were completed. You are not required to sign.

If you do sign the statement, it can be used as evidence that the property owner complied with the law.

If you refuse to sign, the property owner must have an inspector perform a visual inspection of the house at the property owner's expense. A copy of the inspection report will be sent to you, the property owner and MDE. In most cases the property owner will get notice from the local or state government that a child under six or a pregnant woman has been diagnosed with a high blood lead level.

The property owner will have 30 days to decide whether to make a Qualified Offer.

WHAT IS A QUALIFIED OFFER?

A Qualified Offer is an agreement by the owner insuring that certain expenses related to the lead problem will be paid and that the tenant will get help. However, the terms of a Qualified Offer are very specific and must be presented on a Maryland Department of the Environment form. A Qualified Offer can be made by the property owner, their insurance company, lawyer or other agent. Once one of these persons makes a Qualified Offer, they are known as the Offeror.

The Qualified Offer has two parts:

- Payment up to \$9,500, or until the child is 6, whichever occurs first, for permanent or temporary relocation of the family of the person with a high blood lead level; and
- Payment up to \$7,500, or until the child is 18, whichever occurs first, for some medical expenses related to the lead problem required by a person with the high blood lead level.

A Qualified Offer is not an admission of liability by the property owner.

HOW WILL A QUALIFIED OFFER AFFECT MY LEGAL RIGHTS?

If you accept the Qualified Offer:

- You get the benefits of the Offer as required; and
- You cannot sue for more.

If you reject the Qualified Offer:

- You may still be able to sue, but you run the risk of getting nothing from the lawsuit unless you have certain proof. The law is very specific about the type of proof required.

You have 30 days from the day you received the Qualified Offer to accept it. If you do not accept the Qualified Offer within 30 days, the Offeror may assume that you have rejected it.

IF I ACCEPT THE QUALIFIED OFFER, HOW WILL I KNOW THAT THE PAYMENTS ARE BEING MADE PROPERLY?

The Offeror is required to send a report to you and to MDE by the end of each year detailing how much money they have spent and who has received the money.

When 80% of the money for relocation or medical treatments has been spent, they are required to send you a notice warning you that only 20% is left.

WHAT IS RELOCATION AND WHY RELOCATE?

Relocation is permanently or temporarily moving the person with the high blood lead level and his family to lead-safe housing. Lead-safe housing is a house that:

- Is certified lead-free
- Was built after 1978; or
- May have lead paint in it but has specially treated windows and has passed a lead dust test and, possible, a visual inspection.

Relocation is vital because health experts agree that one of the most important things that you can do in treating a person with a high blood lead level is to move the person to a safer environment as soon as possible.

WHAT IS PERMANENT RELOCATION?

Permanent relocation occurs when the family moves to a lead-safe home, and does not return to the original home. For permanent relocation, the Offeror may suggest choices for new homes for your family. After reviewing their suggestions you have the right to choose your own home, but it must be lead-safe.

The Offeror must provide payment for moving and other related costs.

If rent for the lead-safe home that the family relocates to is higher than the rent the family was paying when it accepted the Qualified Offer, the family will pay the owner of the lead-safe home the same amount it paid for the home it lived in when it accepted the Qualified Offer. The Offeror will pay the rest of the rent by paying a rent subsidy of up to 150% of your current rent to the owner of the lead-safe home.

WHAT IS TEMPORARY RELOCATION?

Temporary relocation is when the family moves out of the home while the owner makes it lead-safe. After the repairs are done, the family may move back into the home.

The Offeror will pay the rent for the time the family spends in temporary, lead-safe housing.

Also, they will pay for moving, storing or cleaning furniture, and possibly food costs for the family while work is being done on the home.

WHO GETS THE RELOCATION PAYMENTS?

The Offeror will make most of these payments directly to the service provider (new property owner, the moving company, etc.), not to the family.

The only payments that come directly to the family are for minor expenses.

The Offeror can stop making these payments when they have spent \$9,500, or when the child reaches 6 years of age, whichever comes first (even if the full \$9,500 has not been spent.)

WHAT MEDICAL EXPENSES WILL BE PAID, TO WHOM, AND FOR HOW LONG?

The Offeror will pay for treatments that are not covered by your own medical insurance or Medicaid.

These include medical, emotional, educational or psychological treatments.

Payments will be made directly to the health care provider (doctor, therapist, etc.), not to the family. For costs that are not covered by the person's own medical insurance or Medicaid, forward the bill to the Offeror.

The Offeror can stop paying when they have paid out \$7,500 or when the child reaches the age of 18, whichever comes first.

IF I NEED HELP UNDERSTANDING A QUALIFIED OFFER, IS THERE SOMEONE WHO CAN GIVE ME ADVICE?

If you need help understanding the Qualified Offer, call the Lead Hotline at 410-631-4199, 1-800-776-2706 or TDD 410-631-3009.

The person taking the call will answer your questions or refer you to an organization in your area that can help.

Also, the local health department will receive a copy of the Qualified Offer from the property owner and, within a week, will be calling you to offer assistance in finding treatment and prevention services.

WHAT IF I NEED TO SPEND MY OWN MONEY?

Coordinate payments with the Offeror in advance whenever possible. Never make a large payment for a service with your own money without first agreeing with the Offeror in advance and in writing that they will reimburse you for the expense.

Otherwise, when you ask for reimbursement, the Offeror may argue that they want to pay the service providers directly, and refuse to pay you.

WHERE CAN I READ THE LAW FOR MYSELF?

The entire law, known as House Bill 760, can be found in the following volumes of Maryland law:

- Annotated Code of Maryland, Environment Article, Sections 6-801 et seq.
- Annotated Code of Maryland, Article 48A - Insurance Code, Sections 734-737
- Annotated Code of Maryland, Real Property Article, Section 8-208.2

If you wish to receive a copy of House Bill 760 from the 1994 session of the Maryland General Assembly, call:

Department of Legislative Reference
410-841-3810 (Baltimore/Annapolis area)
301-858-3810 (D.C. Metro area)
800-492-7122 (elsewhere in Maryland)

For further information, contact the Lead Hotline at 410-537-4199, 1-800-776-2706 or TDD 410-631-3009.

John T. ...

Russ ...



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

1919 Codd Ave

Property Address: Baltimore, MD 21222

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property [WD] / _____ is or _____ / _____ is not registered in the Maryland Program (Seller to Initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to Initial applicable line) _____ / _____ has; or [WD] / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to Initial applicable line) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. R / ST (BUYER)

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

Authentication: William Dackman 06/23/2015
Seller 06/23/2015 6:36:53 PM Date
Gesher LLC

Seller Date

Authentication: Kevin Beal 06/24/2015
Seller's Agent 06/24/2015 09:02 AM Date
Kevin Beal

Russel Turner 7/31/15
Buyer Date

White Dancer 7-31-15
Buyer Date

R M Ch 7/31/2015
Buyer's Agent Date





DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

1919 Codd Ave

Property Address: Baltimore, MD 21222

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER TO INITIAL APPLICABLE LINE): [WD] housing was constructed prior to 1978 OR [] / [] date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below): (i) [] / [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) [WD] / [] Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) [WD] / [] Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) 696425

(ii) [] / [] Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) [RT / ST] Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) [RT / ST] Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) [RT / ST] received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) [RT / ST] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

William Dachman 06/23/2015 Seller/Landlord Date Gasher LLC

Russel Turner 7/31/15 Buyer/Tenant Date

Seller/Landlord Date

Robin Turner 7-31-15 Buyer/Tenant Date

Kevin Beal 06/24/2015 Seller/Landlord's Agent Date Kevin Beal

[Signature] 7/31/2015 Buyer's/Tenant's Agent Date

