

# RENTAL AGREEMENT "LEASE"

This LEASE is made and entered into on this 27<sup>th</sup> day of MARCH 2020, between **Shaco Property Management, LLC** (hereinafter referred as to "Landlord") and **Christine Pratcher** (hereinafter referred as "Tenant")

Landlord hereby demises to Tenant, and Tenant hires and takes as Tenant of Landlord, the property known as **5531 Ritter Ave., Baltimore, in the County of Baltimore**, state of **Maryland**, to be used and occupied by Tenant solely as a resident for a term of one year, beginning **March 27<sup>th</sup> 2020** and ending **February 28<sup>th</sup> 2021**, at a rental of **One Thousand Seven Hundred Fifty (\$1,750.00) per month\*\***, payable monthly in advance on the first day of each month during the entire term of this Lease to **SHACO PROPERTY MANAGEMENT, LLC, 3311 Bonnie Road, #4 Baltimore, Maryland, 21208**, or to any other person or agent and at any other time or place that Landlord may designate.

## IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

### 1. ENTRY FOR INSPECTION AND ALTERATIONS.

Landlord, or their agents, shall have the right to enter the leased premises for inspection at all reasonable hours. Landlord shall use its best efforts to notify Tenant prior to any inspection. For a Period of ninety days prior to the expiration of the term of this Lease, Landlord shall have the right to enter the leased premises at reasonable times and upon notification for purpose of showing the premises to prospective tenants and to post a sign on the premises.

### 2. UTILITIES

Electricity, gas, telephone service and other utilities are not furnished as a part of this Lease. Such expenses are the responsibility of and shall be placed in the name of the Tenant on or before the date of occupancy. Any public charges for water chargeable to said premises shall be Tenant's responsibility and shall be paid by the Tenant to the Landlord upon presentation of an official bill therefore. All water charges shall be prorated from the date of occupancy. Any and all such charges shall be considered additional rent. All sewer charges and water charges will be paid by the Owner.

### 3. REPAIRS OF ALTERATIONS

Except as hereinafter provided, Tenant shall only be responsible for any repairs up to a cost not to exceed \$50.00, and general maintenance of the interior and exterior of the building (other than ordinary wear and tear) and all appliances furnished by the Tenant. Tenant will be responsible for all landscaping and grass cutting and shall maintain the sidewalks free and clear of any snow, ice, or debris. Landlord shall be responsible for any repairs to the heating and air conditioning system, appliances, and water heater, provided the damage was not caused by the Tenant or its agents. In the event an item requiring repair is covered by a warranty, which is held by the Landlord, the Tenant shall endeavor to use its best efforts to have the repair performed under warranty or obtain reimbursement for the cost of the repair. Such duty though shall not

relieve the Tenant of its obligations to keep the premises and all appliances therein in good repair at all times. Tenant shall also not be responsible for replacing the roof, any major structure or appliance which has been destroyed or rendered non-usable, so long as Tenant has not contributed or caused it to be in its present condition. Tenant may make alterations, additions, improvements or changes in the demised premises at his own cost and expense, but only after first having obtained the Landlord's consent to the same in writing. All or any alterations, changes and improvements built, constructed or placed on the leased premises by Tenant with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be and remain the property of the Landlord in the demised premises at the expiration or sooner termination of this lease. It is understood and agreed that in the event that the Tenant shall fail to make any necessary repairs required under this paragraph, or shall fail to provide landscaping, grass cutting, or shall fail to keep the sidewalks clear, in order to preserve or protect the premises, the Landlord may make such repairs, or perform such maintenance as necessary and charge the Tenant for the same and **said charge shall be considered as additional rent. New locks should not be installed** unless with written permission for the Landlord or Landlord's agent, with new keys supplied on or before the date of installation to Landlord or Landlord's agent.

#### **4. MAINTAINING PREMISES**

Tenant shall at all times maintain the premises in good condition and repair and furnish and maintain the interior and exterior of the property in a presentable manner, as determined by the Landlord. Tenant will surrender the premises at the expiration of the term, or at such other time as Tenant may vacate the premises, in the same condition as when received, excepting depreciation caused by ordinary wear and tear. Tenant will be responsible for the general appearance of the exterior and to remove any ice, snow or debris from the sidewalks.

Tenant agrees that he has received Refrigerator, Oven, Microwave, Dishwasher, Washer and Dryer in working condition, and he agrees that he will maintain these items properly and will deliver them at the end of the tenancy in the same condition.

#### **5. WASTE, NUISANCE OR UNLAWFUL USE.**

Tenant agrees that they will not permit waste on the premises or maintain or permit to be maintained a nuisance thereof or use or permit the premises to be used in an unlawful manner. Tenant shall comply with all laws, ordinances and regulations pertaining to their use and occupancy of the premises.

#### **6. WAIVER**

A waiver by Landlord of a breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

## 7. PETS

Absolutely no pet is allowed in the property, unless a written permission from Landlord is obtained. There will be \$25.00 daily charge for housing an unauthorized pet in the property by the Tenant, the sum of which will be considered Additional Rent.

## 8. EMINENT DOMAIN

In the event that the premises demised, or any part thereof is taken or condemned for a public use, this lease shall, as to the parts so taken, terminate as of the date title shall vest in the condemn and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event Tenant waives all claims against the Landlord by reason of the complete or partial taking of the demised premises and also waives any right to claim and/or share any of the proceeds received or claimed by the Landlord from the condemning authority.

## 9. DEFAULT

If the Tenant shall fail to pay said rent or any other sum required by the terms, agreements or addendum of the lease to be paid by the Tenant when the same shall be due, the Landlord shall have the immediate right to make distress thereof, and upon such distress, in the Landlord's discretion this tenancy shall terminate. In case the Tenant shall fail to comply with any of the provisions, covenants or conditions of this Lease on its part to be kept and performed, and such default shall continue for a period of five (5) days after written notice thereof shall have been given to the Tenant to be paid by the Tenant, then, upon the happening of any such event, and in addition to any and all remedies, that may thereby accrue to the Landlord, the terms of this Lease, at the option of the Landlord, shall cease and terminate and from then forth, it shall be lawful for the Landlord to re-enter into and upon the leased premises or any part thereof to which entry, forcible or otherwise, the Tenant hereby assents and to remove therefrom any and all property therein, to which such removal, forcible or otherwise. The Tenant hereby consents and to repossess and hold the same as if this Lease had never been executed. In the event Landlord has to distress or bring in action in any court for removal of the tenant or for nonpayment of rent, Tenant shall also be responsible for all court costs, attorneys' fees incurred by Landlord, and all other costs of Landlord incidental to removal of Tenant and/or costs of enforcement of the judgement, which sum shall be considered additional rent. Such action shall not excuse the Tenant from its continuing rent obligation under this Lease, until such time as Landlord has placed a new tenant in the premises.

In the event that Tenant's RENT CHECK or other form of payment acceptable to the Landlord is returned by the bank unpaid, or is otherwise dishonored by payer for any reason, Tenant will be charged a **return fee of \$35.00**. In which event, the rent will be considered unpaid and will be subject to the late fee as set forth in section 14 of this Lease. Return fees and late fees owned under this section will be considered additional rent.

## 10. LIABILITY

Landlord shall not be liable to the Tenant for any loss or damage to the Tenant, any other person or property of the Tenant, or any other persons, unless such loss or damage shall be caused, or result from a gross negligent act or omission or commission on the part of the Landlord or any of its servants, agents or employees.

## 11. NOTICE

Any notice required by this Lease is to be sent to SHACO PROPERTY MANAGEMENT, LLC at **3311 BONNIE ROAD #4 BALTIMORE, MD 21208**.

All such notices shall be given by registered or certified mail.

Any notice required by this Lease is to be sent to the Tenant at the leased premises.

Landlord, at Landlord's sole discretion, may permit alternative means of notice, or may change the address to which notice under this section should be sent by notifying Tenant of same via registered or certified mail addressed to Tenant at the Leased premises.

## 12. ACCEPTANCE OF PROPERTY

The taking possession of the leased property by the Tenant shall be conclusive evidence that the Tenant accepts the same "AS IS" and that the leased property and the building of which the same form a part were in good condition at the time possession was taken, except that Tenant shall have ten days from date of occupancy to notify Landlord of any defects on or about the property. No verbal agreement regarding the condition or the property or regarding any provision of this Lease has been made between the Tenant or Landlord, and no promises have been made by Landlord regarding the condition of the property or future improvement to the property.

## 13. SEVERABILITY

If any clause, sentence or any part of this Lease shall be held unenforceable, it shall not affect the validity of the remaining parts of this Lease.

## 14. LATE PAYMENT

In the event a monthly payment is over **five (5) days delinquent** in receipt, then in addition to all remedies allowed by the law or afforded in this Lease, there shall be assessed a penalty for the late payment of rent in the amount of **Five percent (5%)** of the full rent due for the rental period for which the payment was delinquent, which sum shall be **considered additional rent**.

## 15. SECURITY DEPOSIT

- (A) The security Deposit shall be \$1,795.00, for the faithful performance by Tenant of the terms hereof, to be returned to Tenant within 45 days after the end of the tenancy, with simple interest which has accrued in the amount of one percent (1%) annually, less any damage rightfully withheld.
- (B) Upon the execution of this Lease, Tenant deposits with Landlord the sum of \$1,295.00 as Security Deposit. The balance shall be paid within 45 days, if not paid within 45 days, shall be considered as additional rent.

- (C) The Tenant shall have the right to receive from the Landlord a written list of all existing damages, if the Tenant makes a written request of the Landlord within fifteen (15) days of the Tenant's occupancy pursuant to this Lease.
- (D) The security deposit of any portion thereof, may be withheld for unpaid rent, damage due to breach of Lease, or for damage to the leased premises by the Tenant, his family, agents, employees or social guests in excess of ordinary wear or tear. If the Tenant notified the Landlord at least fifteen (15) days prior to the date of moving by certified mail of his intention to move, the date of moving and his new address, the Tenant shall have the right to be present when the Landlord or his agents, inspects the premises in order to determine if any damage was done to the premises. Upon vacating, all keys must be returned to the Landlord and the premises must be swept clean.
- (E) The security deposit shall not be used as the rent for the last month of tenancy.

### **16. OCCUPANCY OF PREMISES**

Tenant hereby agrees that the aforesaid premises will be occupied only by the following individuals:

- 1) **Cameron Jones**
- 2) **Igee Pratcher**

No additional occupants are permitted in the property without written permission of Landlord or Landlord's agent. No pet or other animal under care or control of Tenant or other occupants is permitted on the Leased premises (inside or outside) without written permission from Landlord or Landlord's agent.

### **17. RECEIPT OF LEASE**

Upon Execution of this Lease, the Tenant hereby acknowledges receiving a copy of this Lease.

### **17A. APPLIANCES AND FURNITURE**

Electric Range, Refrigerator, Dishwasher, Garbage Disposal, Washer and Dryer are provided as a part of this Lease.

All these appliances must be cleaned regularly and must be left at termination of this Lease in a clean and spotless condition and in proper working order, normal wear and tear expected.

### **18. INSURANCE**

Landlord will continue to maintain liability insurance and casualty insurance on the property and any personal property owned by them. Landlord will endeavor to obtain insurance covering any rental property. Landlord's insurance does not cover any property owned by Tenant. If the insurance premium to be paid by Landlord is any greater than the present premium being paid by them, the Tenant will pay the difference. If Landlord is unable to obtain insurance, Tenant agrees to obtain its own insurance covering liability and all-risk casualty.

**19. RENEWAL OPTION**

Unless a written notice is given by Tenant to Landlord or from Landlord to Tenant at least ninety days prior to the expiration of the term of this lease, indicating their desire to terminate this lease at the end of it's term; or to indicate a specific change of terms or change in the amount of the rent, this Lease will automatically renew for one year at the expiration of this one year term, with absolutely no right of cancelation, and with the rent equal to the amount last paid by the Tenant plus five percent (5%) increase.

This renewal agreement and rent increase will repeat at each anniversary of this contract.

X Initial CP

X Witness \_\_\_\_\_

**20. INTEGRATION CLAUSE**

This Lease forms the entire agreement between the parties, with the exception of any other written instrument signed by all parties on or after the date of execution of this Lease.

X Christine Pratcher 8-2-71 March 27, 2020  
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Christine Pratcher                      DOB:                      Date:

X [Redacted] [Redacted]  
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Social Security #                      Driving License #

[Signature]                      March 27, 2020  
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Shaco Property Management, LLC,                      S. Joseph Haken, Agent