

**SOUTHERN MARYLAND ADDENDUM TO THE RESIDENTIAL LEASE**

**ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Lease dated \_\_\_\_\_,**  
**between Tenant, \_\_\_\_\_,**  
**and Owner, \_\_\_\_\_,**  
**for the Property known as \_\_\_\_\_.**

**This is an Addendum to the Residential Dwelling Lease of the Southern Maryland Association of REALTORS®, Inc. ("the Lease"). To the extent there is a conflict between the State Lease and this Addendum, the terms of this Addendum shall control.**

**1. POSSESSION** If on the date of the Lease another person is occupying the premises and Landlord/Agent is unable to deliver possession on or before the commencement of the term of the Lease, Tenant's right of possession hereunder is postponed until the Premises are vacated by such other person, and the Rent due hereunder must abate at the rate of one thirtieth (1/30) of a monthly installment for each day that possession is postponed. In such event, the Tenant, on written notice to the Landlord/Agent before possession is delivered, may terminate, cancel, and rescind the lease, in such event the Security Deposit and Rent paid must be returned to the Tenant within five (5) business days after Landlord/Agent's receipt of the notice.

**2. MAINTENANCE** Tenant shall keep in a state of good repair, maintenance and cleanliness all parts of the Premises including equipment therein, but not limited to the rental dwelling and the garage, shed, appliances (including stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers and other appurtenances, if any, as now or in the future are installed in the Premises) and shall promptly report to Landlord/Agent, in writing, any defects, leaks or breakage in the structure, equipment or fixtures of said premises, including damage by fire storm and flood, as Tenant will be held liable for all damages attributable to such unreported conditions. *Under no circumstances may Tenant order repairs or replacements with the expectation that the Landlord/Agent will pay for, reimburse or permit deduction from the rent for same without prior written approval from Landlord/Agent.* The expenses for items referenced below are additional rent. Tenant shall be responsible for the following:

- A. Tenant is responsible for the first \$ \_\_\_\_\_ of repairs.
- B. The washer, dryer, window air conditioners, countertop microwave and blinds, if now installed in the premises, are for the Tenant's use and convenience and are warranted, by Landlord/Agent, only to be working at the time tenancy commences. Tenant agrees to maintain same at Tenant's own expense and return them in good working condition, except that, in the event the age of such appliance or the cost of repair, at the sole discretion of the Landlord/Agent, dictates that a replacement is necessary, Landlord/Agent shall make the replacement;
- C. Tenant shall keep lawn watered; grass, shrubbery and trees cut, trimmed and maintained, promptly remove ice and snow from all walks, steps and drives, and shall generally maintain grounds in good condition. Tenant will keep premises including gutters and grounds free of leaves and debris. Tenant shall furnish his own light bulbs and fuses and at his own expense replace faucet washers as needed. Tenant will keep window wells and drainage areas free of debris. Tenant is not to store firewood within eight feet of any structure;
- D. Tenant is responsible for general control and elimination of all household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents. However, if repairs to the structure are needed to prevent access by pest, Landlord/Agent shall be responsible for making such repairs;
- E. Tenant is responsible for proper lubrication of motor and fan, replacement of furnace filters and shall have oil and gas furnace and heaters, if any, regularly serviced by competent mechanics to prevent avoidable

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damage. If house is equipped with an oil burner, Tenant agrees to purchase a burner service contract from a reputable company providing for cleaning furnace and burner which does not contravene any existing service contract;

F. Tenant shall be responsible for lighting pilot lights, including those for stove burners, oven, water heater and furnace;

G. Landlord/Agent does not warrant the condition of any communication wires or cables (phone, television, Internet) to or within the leased premises;

H. All garbage, trash and recyclables must be placed in suitable covered containers. Tenant shall be responsible for the prompt removal of any bulk trash in accordance with local laws and/or condominium/HOA regulations. Bulk trash left at the time tenant vacates must be removed within 24 hours or landlord may remove at tenant expense;

I. Tenant will be held responsible for any damage caused by any negligence on the part of the Tenant or for the cost of any repairs made necessary due to negligent acts of commission or omission by the Tenant, his family, guests, employees, or pets but the Tenant shall not order repairs on or about the premises without prior written approval from the Landlord/Agent;

J. Tenant shall be responsible for such items as caulking around tubs and in showers, damage caused by leaks resulting from insufficient or improper tub or shower caulking, damage caused by bursting pipes from failure to turn off water in cold weather or failure to keep the premises adequately heated and for all stoppages of drains and water closets. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes;

K. Tenant shall be responsible for the cost of repairing broken windows or torn screens, if damage is caused through the fault of the Tenant;

**L. If Tenant and Landlord/Agent make arrangements for Tenant to meet a vendor to make repairs or to perform maintenance and Tenant fails to meet vendor, as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor, as scheduled, and for any subsequent damages resulting from any such delay;**

M. Tenant SHALL NOT refinish or shellac the wood floors. Tenant shall keep them clean. Tenant must keep at least 80% of the floor area covered with rugs or carpeting;

N. Landlord/Agent is responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems, except as otherwise noted in this section. Structural elements include, but are not limited to, roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways.

**In the event Tenant does not maintain the property as required above, Landlord/Agent shall have the right to cause maintenance or repairs to be made and Tenant shall be responsible for all costs thereof, as additional rent.**

**3. USE OF TOBACCO PRODUCTS** Tenants, their guest(s) and invitee(s) ARE  ARE NOT  permitted to smoke or otherwise use tobacco products, including but not limited to smokeless or electronic tobacco products, within the confines of the interior of the dwelling located upon the leased premises.

**4. ADDENDUM TO LEASE – PETS** An Addendum to Lease – Pets IS  IS NOT  attached.

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**5. VEHICLE PARKING** No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the Premises. Any vehicle as described herein that is parked on the Premises must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the Premises. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of Premises.

There also shall be no parking or storage of commercial vehicles on the Premises at any time. For the purposes of the lease, a commercial vehicle is described as any vehicle that is in excess of ten thousand (10,000) pounds manufacturer's gross vehicle weight and/or has lettering in excess of four (4) inches or has in excess of three hundred (300) cubic feet of load space or has dual rear axles or has a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may be stated in the Rules and Regulations of the Common Ownership Community named in the Lease.

**6. OWNER/TENANT LIABILITY** Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Owner shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance in an amount not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per claim and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate per claim year. Said personal liability insurance shall contain an endorsement naming the Owner as an additional insured under the policy of insurance. Tenant shall provide Owner with a copy of said policy of insurance, with proof of pre-paid premium, within seven (7) days from the date of the Lease. Notwithstanding any provision of the Lease to the contrary, no provision of the Lease shall be construed to indemnify Owner, or to hold Owner harmless, or to exonerate Owner from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Owner on or about those areas which are not within Tenant's exclusive control. Owner reserves the right to obtain insurance if Tenant fails to obtain and maintain the policy in full force and effect.

**7. LANDLORD/AGENT ACCESS TO PREMISES** Landlord/Agent may enter the premises after due notice (24 hours) to the Tenant and without Tenant objection in order to examine the same to make necessary repairs, decorations, alterations or improvements or to supply services during normal business hours. Landlord/Agent may enter the premises after due notice (24 hours) to Tenant and without objection for good cause from Tenant to show the premises to prospective purchasers, mortgagees, or tenants during normal business hours, including weekends, except as otherwise may be agreed upon by the Landlord/Agent and the Tenant. Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation and may enter after 24 hours notice to the Tenant if the Landlord/Agent has good cause to believe the Tenant may have damaged the premises or may be in violation of County, State, or Federal law. Any request for service or repairs to the Premises from Tenant is construed to mean that permission to enter the Premises has been granted by Tenant for the purpose of making requested service or repairs.

During the last ninety (90) days of the term of the Lease or any extension thereof, Landlord/Agent may put the premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the Premises. Tenant agrees to cooperate with Landlord or his Agent in showing the Premises. Tenant is advised that on occasion Tenant may be required to permit the showing of the premises on less than twenty-four (24) hours notice.

**8. AUTHORIZATION TO INSTALL KEYBOX/ LOCKBOX** The undersigned Tenant agrees that the Landlord/Agent, during the last ninety (90) days of the Lease Agreement or any extension thereof, may install a Keybox or Lockbox on said property for the convenience and use of any authorized real estate salesperson and/or broker to show the

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property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Southern Maryland Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Keybox / Lockbox unless occasioned by the negligent omission, commission, fault or other misconduct or violation by third persons of law as determined by a court of law.

**Keybox / Lockbox Addendum Attached \_\_\_\_\_**

**9. SUBORDINATION** The Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any document(s) which the Landlord/Agent or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request therefore from the Landlord/Agent or the lender(s), the Landlord/Agent will have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to become a Tenant to any subsequent owner of the Property.

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

**11. EVICTION ASSISTANCE** General information and assistance is available from the Maryland Department of Human Resources.

**12. MANAGEMENT** The Premises will be managed by Owner's Agent \_\_\_\_\_. In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by the terms of Paragraph 13 of the MAR Residential Dwelling Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of the Lease or applicable State, County, or local laws.

**13. RENT INCREASES**

a. Frequency and Amount. After the initial term of this Agreement, Landlord/Agent may, from time to time and to the maximum extent permitted by law, increase rent for the demised premises. Rents may only be increased once per twelve (12) month period.

b. Notice. Sixty (60) days prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address, except for year-to-year lease renewals which require ninety (90) days' notice; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord/Agent shall not accept less than the rent payment called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased

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