

**PROPERTY MANAGEMENT AGREEMENT**

This Agreement, made on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Owner," who represents that they have the right to lease the property located at \_\_\_\_\_,

hereinafter referred to as the "Property," and \_\_\_\_\_ (Property Management Company Name) hereinafter referred to as "Agent." Owner and Agent agree to abide by all federal, state and local laws, ordinances and regulations governing fair housing and practices regarding discrimination or any other pertinent laws.

NOW, THEREFORE, in consideration of the premises and the covenants herein constrained, it is hereby agreed by and between Owner and Agent as follows:

1. TERM OF SERVICE: Owner hereby exclusively employs Agent to operate and manage the Property for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

2. RENTAL RATE AND TERMS: Owner hereby authorizes Agent to examine prospective tenants' credit and references and select and lease Property to a suitable applicant. Agent shall negotiate and execute leases using Agent's best judgment, and sole discretion, to secure the highest reasonable rent attainable with the best referenced and qualified tenant possible consistent with the circumstances and existing rental conditions. Leases are to be written on forms provided by Agent. Owner acknowledges receipt of a copy of the lease utilized by Agent.

Owner expressly authorizes Agent to sign lease on behalf of Owner.

Owner agrees to accept Agent's choice of tenant at a monthly rental of no less than \$ \_\_\_\_\_.

Owner agrees to accept a security deposit of no less than \$ \_\_\_\_\_, which does not include a pet deposit. (Under Maryland law, the maximum a tenant can be charged for a security deposit is the equivalent of 2 months' rent, including pet deposit.)

Owner expressly instructs Agent to select Applicants for lease based primarily on the Applicant's ability to afford the rent and utilities of the Property, based on stated income and assets on the Application for Lease, a satisfactory credit check with the lowest credit score of any financially responsible prospective tenant being no less than \_\_\_\_\_ on any FICO, Experian, Equifax or TransUnion credit check performed by or for Agent, and Applicant's personal references indicate that they will be the best possible tenants for the Property given market conditions. (Agent may not disclose actual credit score of Applicants to Owner, however, Agent must ensure that, to the best of Agent's knowledge, the financially responsible Applicants listed on Application for Lease meet the above credit score minimum.

Property will be available for occupancy on \_\_\_\_\_

Minimum Lease Term: \_\_\_\_\_ months Maximum Lease Term: \_\_\_\_\_ months

Maximum Number of Occupants: \_\_\_\_\_ (Check jurisdictional law.)

Owner Transfer Clause Required: \_\_\_\_\_ Smoking Permissible Inside Property: \_\_\_\_\_

Waterbeds Accepted: \_\_\_\_\_ HOA/ Condo? \_\_\_\_\_

Agent (Owner to initial one) \_\_\_\_\_ WILL or \_\_\_\_\_ WILL NOT consider applicants using Housing Vouchers or Subsidies. (Check jurisdictional laws: It is not legal to decline prospective tenants based on their use of Vouchers or Subsidies in some counties.) Owner Authorizes Agent to contract for Repairs based on Housing Voucher or Subsidy Inspection not to exceed \$ \_\_\_\_\_.

Landlord is advised that as a result of a 2012 decision of the Maryland Court of Appeals, pit bulls have been identified as being aggressive and vicious, capable of inflicting serious and sometimes fatal injuries, and are

inherently dangerous. Consequently, the Court held that both the owner of a pit bull and a landlord where a tenant owns a pitbull which attacks a human are strictly liable for any injuries and/ or deaths caused by such pit bull. Landlord \_\_\_\_\_/\_\_\_\_\_ WILL or \_\_\_\_\_/\_\_\_\_\_ WILL NOT permit Tenant to own a pitbull or maintain such animal on the Property. (Landlord and Tenant to initial appropriate line.) Pets Accepted: \_\_\_\_\_ Minimum Pet Deposit: \$\_\_\_\_\_ Type of Pets Accepted: \_\_\_\_\_

3. MANAGEMENT FEE: Owner covenants and agrees to pay as compensation for the property management services of Agent, not including leasing fee outlined in Exclusive Rental Listing Agreement, a fee of \$ \_\_\_\_\_ per month or \_\_\_\_\_% of gross rents collected by Agent, whichever is greater. Owner further agrees to pay Agent as additional compensation for property management services a fee of \$ \_\_\_\_\_ per month when the Property is vacant. If the Owner terminates this Agreement prior to the expiration of any tenancy created during this term of service, Agent shall be paid as compensation an amount equal to \_\_\_\_\_% of the rents due from the effective date of said termination to the end of any unexpired lease term, or in the absence of a lease and/or in the event that this tenancy is from month to month, Agent shall be compensated an amount equal to \_\_\_\_\_ months' management fee.

4. EXPENSES FOR MAINTENANCE OF PROPERTY:

A. Owner authorizes Agent and Agent agrees to attend to making necessary and proper repairs, maintenance and cleaning of the Property and the purchase of the incidental supplies therefore at the Owner's expense. To this end, Owner agrees to deposit the sum of \$ \_\_\_\_\_ to be held in as a minimum balance with Agent to make routine repairs and work above and beyond routine property management duties. This maintenance fund is to be maintained from (owner to initial one) \_\_\_\_\_ the collected rent monies OR \_\_\_\_\_ additional funds paid promptly by Owner upon request from Agent.

B. Costs of appliances, water heaters, HVAC equipment, well, septic, plumbing, electrical, painting, landscape and lawn care, snow removal and other replacements, repairs, maintenance or work shall be billed to Owner at actual contract costs to the Agent plus a \_\_\_\_\_% fee for administrative work and supervision. A charge of \$ \_\_\_\_\_ per hour, billed in quarter hour increments, may be made for time or work made necessary by governmental laws or regulations and compliance with such rules or regulations, or excessive time spent in protecting Owner's interest in any way, such as legal actions or inspections.

C. Except in the event of emergencies, expenditures exceeding \$ \_\_\_\_\_ will be made by Agent only after Owner's authorization to do so. It is understood and agreed that emergency repairs are those which, in the opinion of the Agent, are expedient, desirable or necessary for health, comfort and safety of the tenant or for the protection of the Property, for compliance with jurisdictional housing codes or violation notices. Owner expressly authorizes Agent to make such emergency repairs without Owner's prior consent and agrees charges for the repairs shall be billed to the Owner.

5. MANAGEMENT INFORMATION: Owner to complete the following. Owner agrees to notify Agent immediately, in writing, if information changes.

Owner's Forwarding Address: \_\_\_\_\_

Owner's Forwarding Phone Numbers: \_\_\_\_\_

Owner's Forwarding Phone Numbers: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

Owner's Social Security Numbers: \_\_\_\_\_

Owner's Emergency Contact Person \_\_\_\_\_

Owner's Emergency Contact Phone Number(s): \_\_\_\_\_

Current Tenants' Names: \_\_\_\_\_

Current Tenants' Phone Number(s)/ Email: \_\_\_\_\_

Owner Banking Information for Deposits:

Owner Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Name on Account: \_\_\_\_\_ Checking \_\_\_\_\_ or Savings \_\_\_\_\_

**Insurance:**

Fire and Liability Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent Name & Phone Number: \_\_\_\_\_

Home Owners' Association:

HOA Name: \_\_\_\_\_ Management Company: \_\_\_\_\_

HOA Management Address: \_\_\_\_\_

HOA Management Phone Number/ Email: \_\_\_\_\_

HOA Dues: \$ \_\_\_\_\_ Payable (Monthly, Annually, etc): \_\_\_\_\_

Agent to Pay Bill? \_\_\_\_\_ Next Billing Date: \_\_\_\_\_

Condo Owners' Association:

Condo Name: \_\_\_\_\_ Management Company: \_\_\_\_\_

Condo Management Address: \_\_\_\_\_

Condo Management Phone Number/ Email: \_\_\_\_\_

Condo Dues: \$ \_\_\_\_\_ Payable (Monthly, Annually, etc): \_\_\_\_\_

Agent to Pay Bill? \_\_\_\_\_ Next Billing Date: \_\_\_\_\_

**Property Information:**

Heat: Electric \_\_\_\_\_ Gas \_\_\_\_\_ Oil \_\_\_\_\_ Heat Pump \_\_\_\_\_ Forced Air \_\_\_\_\_ Hot Water \_\_\_\_\_

Air Conditioning: Central A/C \_\_\_\_\_ Heat Pump \_\_\_\_\_ Window Units \_\_\_\_\_ None \_\_\_\_\_

Septic \_\_\_\_\_ or Public Sewer \_\_\_\_\_ Location of Septic: \_\_\_\_\_

Date Septic Tank last pumped: \_\_\_\_\_ Septic Company: \_\_\_\_\_

Septic Company Phone Number: \_\_\_\_\_

Well \_\_\_\_\_ or Public Water \_\_\_\_\_ Owner or Tenant Responsible for Water Bill: \_\_\_\_\_

Water Company Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Water Company Phone Number: \_\_\_\_\_

Electric Company Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Electric Company Phone Number: \_\_\_\_\_

Gas/ Oil Company Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Gas/ Oil Company Phone Number: \_\_\_\_\_

Trash Service Included in Rent: \_\_\_\_\_ Trash Company Name: \_\_\_\_\_

Trash Company Phone Number: \_\_\_\_\_

*Appliances & Amenities (Owner to indicate quantity of all items at the Property included in lease):*

Dishwasher\_\_\_\_\_ Washer\_\_\_\_\_ Dryer\_\_\_\_\_ Stove/ Range\_\_\_\_\_ Wall Oven\_\_\_\_\_ Refrigerator\_\_\_\_\_

Microwave\_\_\_\_\_ Garbage Disposal\_\_\_\_\_ Central Vacuum\_\_\_\_\_ Humidifier\_\_\_\_\_ Exhaust Fans\_\_\_\_\_

Cable/ Satellite\_\_\_\_\_ Sump Pump\_\_\_\_\_ Garage Door Opener(s) \_\_\_\_\_ Storage Shed\_\_\_\_\_

Keys to Gate/ Mailbox/ Storage Shed\_\_\_\_\_ Invisible Fence Accessories\_\_\_\_\_ Fireplace Accessories\_\_\_\_\_

Stand-Alone Freezer\_\_\_\_\_ Other\_\_\_\_\_

Service Manuals for Appliances: \_\_\_\_\_

Alarm Code: \_\_\_\_\_ Alarm Instructions: \_\_\_\_\_

Alarm Company: \_\_\_\_\_ Alarm Account #: \_\_\_\_\_

Alarm Company Phone Number: \_\_\_\_\_

Number of House Keys Owner Providing to Agent: \_\_\_\_\_

Preferred Service Providers (Owner to indicate company name, account number and contact information for any companies Owner prefers to be used as primary provider of repairs and/ or maintenance.):

HVAC: \_\_\_\_\_

Plumbing: \_\_\_\_\_

Electric: \_\_\_\_\_

Lawn & Garden: \_\_\_\_\_

General Handyman/ Repair: \_\_\_\_\_

Other Owner- Preferred Service Providers: \_\_\_\_\_

**6. WARRANTIES/ SERVICE CONTRACTS/ SERVICE PROVIDES/ INDEPENDENT CONTRACTORS:** Owner agrees to provide Agent with all current warranties on installed equipment and appliances in the Property where applicable. Owner is responsible for notifying Agent if Owner preferences on service providers for the Property change. Owner shall settle all outstanding accounts with any current service provider prior to entering this Agreement, unless otherwise noted elsewhere in Agreement.

In the event there is a warranty, or Owner subsequently secures a warranty, on any part of the Property or the equipment therein, Owner shall provide all warranty information to Agent. Agent shall, when possible, endeavor to utilize the warranty for repairs but shall be under no obligation to place service calls through warranty companies. If Agent is unable to reach warranty provider or the warranty provider cannot perform required work in a reasonable time according to the Agent's best judgment, the Agent shall be free to order repairs through its usual vendors and Owner agrees to accept responsibility for payment.

If there is a service contract that provides for periodic maintenance, Owner shall advise Agent of the type of contract, the contract number, service provider name and contact information and date maintenance is due.

Owners agrees that any personnel required for the operation and maintenance of the Property shall be deemed independent contractors or employees of Owner and not Agent; that Agent may perform their duties through Owner's attorney, Agents, employees or an Attorney obtained by Agent. Agent shall not be responsible for the acts, defaults or negligence of the tenant, employees, and Agents of the Owner, independent contractors or employees of independent contractors if reasonable care was exercised in their selection, appointment and retention.

Any heating, air conditioning, electrical and plumbing issues may be treated as an emergency. If Owner's warranty provider or preferred contractor is not able to perform within a reasonable time, as determined by Agent, Agent shall be free to order necessary repairs through other vendors in order to satisfy emergency needs.

7. MECHANICAL SYSTEMS: Owner warrants that the electrical, plumbing, heating and air conditioning, and any other mechanical systems and related equipment, including kitchen and laundry appliances leased with the premises, shall be in good operating condition at the time of tenant taking occupancy. In the event the Agent or tenant finds equipment that is not in good operating condition, Owner authorizes Agent to have said equipment repaired or replaced and to deduct the cost as outlined in this Agreement.

8. UTILITIES/ MAINTENANCE SERVICES/ RECURRING PAYABLES: Owner hereby authorizes Agent to enter into contracts, in Owner's name and at Owner's expense, for electricity, gas, fuel, water, sewer, trash, yard care, snow removal and other services to and for the Property, when same are not the responsibility of the tenant. Owner will notify all utility companies and complete any necessary documentation to authorize Agent to communicate on owner's behalf. Should utility companies refuse to acknowledge Agent's role, Owner shall be responsible for utility communications.

9. PAYMENT OF MORTGAGES/ TAXES/ ASSESSMENTS/ PROPERTY INSURANCE: Owner shall be responsible for payments of all mortgages, liens, deeds of trust, lines of credit, property taxes, special assessments, hazard insurance premiums and other similar charges unless it is expressly agreed elsewhere in this Agreement. If the Owner and Agent agree that Agent will remit such payments, it shall be Owner's responsibility to ensure Agent has sufficient funds with which to disburse these payments in a timely manner. Owner shall provide notice to Agent of due dates, payment amounts, account numbers, contact information and any necessary documentation required by collecting entities for such payments. Agent shall have no obligation to advance funds for payments to cover charges or prevent late fees, but shall promptly give written notification to Owner if there are not sufficient funds available. Owner assumes full responsibility for any late charges, collection costs or foreclosure actions resulting from late payment or non-payment of any item under this Agreement should Agent be unable to make payment due to insufficient funds on hand, lack of income from the Property, or because of non-delivery or delay of mail or for any other reason beyond the control of Agent.

10. SMOKE DETECTORS/CARBON MONOXIDE ALARMS: Owner is advised that smoke detectors must be installed and in operating condition in accordance with jurisdictional laws. Owner may contact local municipal governments for information regarding specific requirements of the smoke detector ordinances. Owner agrees to comply with all requirements, laws, rules and regulations regarding smoke detectors.

Md. Code Ann., Pub. Safety § 9-101-109 – Fire Alarms Md. Code Ann., Pub. Safety § 12-1101 to 1106 – Carbon Monoxide Alarms <http://mgaleg.maryland.gov/webmga/frmStatutes.aspx?pid=statpage&tab=subject5> (Statute Look Up)

11. PERSONAL PROPERTY: Owner agrees that Agent will not be responsible for Owner's personal property left at the Property. If personal property is left at Property for use by tenants, list personal property, or attach an inventory. Listing items below does not indicate Agent responsibility for items.

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12. SECURITY DEPOSITS: Owner directs Agent to deposit within fifteen (15) calendar days of receipt, all security deposits received under newly executed leases in a federally insured Banking or Savings Institution, authorized to conduct business in Maryland. The account shall be devoted exclusively to security deposits, labeled Escrow Accounts, and shall bear interest. Interest received is to be paid first to the tenant in an amount as required by the Annotated Code of Maryland, Real Property Article, Section 8-203 (Security Deposits). Any residual amount may be retained by Agent as compensation for administering and accounting for security deposit. In the event interest earned on the security deposit is insufficient to meet the minimum amount required by law, Owner agrees to subsidize the difference between the accrued interest and the interest required by law.

Agent and Owner shall apply security deposit charges pursuant to appropriate jurisdictional law. Agent shall inspect the Property for damages and shall determine, at Agent's sole discretion, the amount of deduction for damages to be applied against the security deposit upon the expiration or termination of any lease, or in the event that the tenant

vacates the Property prior to the expiration of the lease. Owner agrees to be bound by Agent's determinations regarding use of security deposit funds. Agent shall apply security deposit to oldest charges on tenant's account first, including but not limited to late rent, management fees, late fees and other fees or charges due to Agent.

13. COLLECTION OF RENTS/ TENANT CHARGES: All rent payments, accepting the first month's rent payment, from tenants are to be made payable to Agent by money order, personal check, certified funds or cash. Agent shall deposit funds collected for Owner in an account in a federally insured Banking or Savings Institution authorized to conduct business in Maryland, separate from Agent's personal account. Monthly income, if any, collected on the Property shall be first applied to past due, then current expenses, including Agent fees as provided in this Agreement, and any remaining balance, shall be issued to Owner after the payment clears the Banking or Savings Institution.

All late fees will be split equally between Agent and Owner. All returned check fees will be collected by Agent as compensation for additional time, work and administrative expense involved.

All payments from tenant shall be applied to tenant's oldest balance first unless such application is prohibited by law.

Agent shall not be held liable for any loss caused by the bankruptcy or failure of the bank or institution in which Owner's funds are deposited.

14. ACCOUNTING AND DISBURSEMENTS: Agent shall maintain accurate records of receipts and expenditures for the Property and shall furnish Owner with such data as Owner may require it. Agent shall make disbursements to Owner monthly. Agent will submit to the Internal Revenue Service and Owner at the conclusion of each year, a Form 1099 indicating rents received for the lease of the Property.

15. LEGAL ACTION: Agent shall use Agent's best efforts to collect rents as and when they become due without recourse to legal action. However, Agent has the right to hire an attorney, at Owner's expense, to institute legal action in the name of Owner or Agent in an effort to collect rental and other expense items due from the tenant and/or for repossession of the Property occupied by delinquent tenants or tenants in violation of lease covenants. When expedient and in the Owner's best interest, Agent shall settle, compromise and release such actions or lawsuits or reinstate such covenants, including non-possessory claims.

16. AGENT PERFORMANCE/ DILIGENCE: Agent agrees to use diligence in the management of the Property during the term of this Agreement, and to reasonably assist Owner in the leasing, operation, maintenance and management of the Property.

17. AGENT DUTIES: Agent shall use their best efforts to procure a suitable tenant for vacancies as they occur in the Property in accordance with the terms of this Agreement, and shall attempt to collect all rents, fees and charges which become due in accordance with the terms of any lease currently in existence on the Property, or which might be executed in the future by Agent for Owner.

18. INSPECTION OF PROPERTY: (Owner and Agent to initial applicable provisions):

\_\_\_\_\_/\_\_\_\_\_. A. Prior to any tenant taking occupancy of the Property, Agent shall accompany tenant in the inspection of the Property and shall prepare at the time of the inspection a Property condition report for interior and exterior conditions of the Property, including digital photo documentation where applicable.

\_\_\_\_\_/\_\_\_\_\_. B. If, at any time during the term of this Agreement, the tenant vacates the Property, Agent shall inspect the Property and shall prepare at the time of the inspection a Property condition report for interior and exterior conditions of the Property, including digital photo documentation where applicable.

\_\_\_\_\_/\_\_\_\_\_. C. During the time any tenant occupies the Property, the Agent shall inspect the interior and exterior conditions of the Property, including digital photo documentation if damage is discovered or repairs or

maintenance are recommended, every \_\_\_\_\_ months.

\_\_\_\_\_/\_\_\_\_\_. D. If, at any time, during the term of this Agreement, the Property is vacant, Agent shall, until the Property becomes occupied, make inspections of the interior and exterior of the Property every \_\_\_\_\_ weeks until the Property is occupied.

19. INSURANCE: Owner agrees to indemnify and hold Agent harmless from any and all liability for damages or injury to persons or personal property arising from the condition or use of the Property which is beyond the control of the Agent, and from any expense in connection with any claim for damages. Owner shall obtain and keep in effect during the term of this Agreement, at Owner's expense, public/ premise liability insurance, also known as Owners, Landlords and Tenants Insurance or Extended Premise Liability Insurance, with a minimum liability coverage of \$500,000. Owner shall make their best effort to name Agent as an additional insured or as their interest may appear (ATIMA). Condo owners shall secure separate liability protection as the Condominium Master Policy does not provide liability protection over the interior of the unit. Agent shall not be obligated to place said insurance or to keep said insurance in effect. Agent shall retain the right, but is not obligated, to procure said insurance, and charge to the Owner the expense thereof, should the Owner fail to obtain insurance coverage in this Agreement.

Owner shall make arrangements with Owner's fire and casualty insurance company to provide for adequate vandalism, malicious mischief and extended coverage insurance in the event the Property becomes vacant.

20. HOLD HARMLESS: Owner agrees to indemnify, defend promptly and diligently, at the Owner's expense, and save Agent harmless from all claims, civil or criminal action, proceeding, charge or prosecution in connection with the leasing and managing of the Property and from liability for damage to any other Property, for injuries to or death of any person or persons. Owner further agrees to indemnify and hold Agent harmless from any judgment, loss or settlement on account thereof and all costs and expenses, including attorneys' fees and court costs relating thereto.

21. OWNER COMPLIANCE:

A. Owner agrees to provide Agent with any and all condominium and/or homeowners' association rules and regulations and the Declaration of Covenants and By-Laws, where applicable. If none are provided, Agent is authorized to obtain said documents at Owner's expense.

B. Except where caused by any negligent act or omission of Agent or Agent's employees, Agents or contractors, the Agent does not assume and is given no responsibility for compliance of any part of the Property's improvements with the requirements of any statute, ordinance, law or regulation of governmental body of any jurisdiction governing the Property, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices or summons received by Agent relating to such matters. Owner agrees to indemnify and hold harmless Agent and Agent's employees, Agents or contractors, of and from all loss, cost, expense and liability of any present or future violation or alleged violation of such laws, ordinances, statutes or regulations except where caused by any negligent act or omission of Agent or Agent's employees, Agents or contractors.

C. Owner warrants that the Property is currently and shall remain in a sound and safe condition, that the Property complies with all applicable county, state, municipal building, housing and zoning codes, and that the Property is suitable for occupancy. If, at any time, including but not limited to the jurisdictional Housing Authority or its independent contractor inspections, Agent, at Agent's sole discretion, may contract for repairs that are necessary to make the property suitable for occupancy, at the Owner's expense.

D. Owner has authorized and executed this Agreement, and no additional approval or signatures from any lender, homeowners association, condominium or cooperative council or any other party are necessary to make this Agreement the legally binding obligation of Owner.

22. ENVIRONMENTAL HAZARDS: Owner agrees to provide Agent with all documents regarding radon, lead-based paint, asbestos, mold or any other potentially hazardous substance or material in the Property. Owner



agrees to comply with any and all laws or regulations regarding such matters.

23. LEAD-BASED PAINT:

According to the tax assessment records, the Property was constructed in \_\_\_\_\_.

A. Applicable Law: If the property was constructed prior to 1978, Owner acknowledges that the provisions of the Federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Federal Act”) will apply to the lease of the Property.

If the Property was constructed prior to 1950, in addition to the Federal Act, the provisions of the Maryland Lead Poisoning Prevention Program (“the Maryland Program”) will apply to the leasing of the Property.

If the Property was constructed between January 1, 1950 and December 31, 1978, the provisions of the Maryland Program will also apply to the lease of the Property if Owner has voluntarily elected to participate in the Maryland Program. Beginning January 1, 2015, the Maryland Program will apply to all residential rental Property constructed through 1978.

B. Owner warrants to Agent (Owner to initial):

\_\_\_\_\_ The Property was constructed after 1978. The Federal Act does not apply.

\_\_\_\_\_ The Property was constructed after 1979. Neither the Federal Act nor the Maryland Program will apply.

\_\_\_\_\_ The Property was constructed prior to 1950 making participation in the Maryland Program mandatory.

\_\_\_\_\_ The Property was constructed between January 1, 1950 and December 31, 1978

\_\_\_\_\_ Owner elects to Opt-In to the Maryland Program

\_\_\_\_\_ Owner does not elect to Opt-In to (Opts-Out of) the Maryland Program

\_\_\_\_\_ The Property has already been registered with the Maryland Department of the Environment, regardless of desire to Opt-In or Opt-Out of the Maryland Program. MDE Registration Number: \_\_\_\_\_

\_\_\_\_\_ The Property was built before 1979 and was certified to be lead free. (Attach a copy of the lead free certificate.)

\_\_\_\_\_ The Property received a conditional lead free certificate (attach a copy) which requires that a certified lead inspector inspect any exterior lead-based paint every two years. The last inspection was conducted on \_\_\_\_\_.

C. Owner’s and Agent’s Compliance Requirements:

1. If the Federal Act is applicable:

a. Owner shall complete a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form at the time of the execution of this Agreement.

b. Agent shall provide the complete Disclosure of Information form and required EPA Pamphlet (“Protect Your Family From Lead in Your Home”) to tenant(s) at the time a lease is signed, or before occupancy in the event of a verbal lease.

2. If the Maryland Program is applicable:

a. Owner shall be 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; notice requirements and qualified offer requirements.

b. Agent shall provide all current tenants of the Property, if any, and all new tenant(s) with the Notice of Tenant(s) Rights and the EPA brochure (“Protect Your Family From Lead in Your Home”) required under the Program at the time a lease is signed, or before occupancy in the event of a verbal lease, and shall provide additional copies of each document to tenant(s) every two (2) years thereafter as required under the Maryland Program.

D. Covenants of Owner: During the term of this Agreement, Owner covenants and agrees to:

1. Maintain the registration of the Property with the Maryland Department of the Environment (unless certified lead free by the Department) and to pay the required annual fee applicable to such registration.

2. Satisfy the risk reduction standards required by the law each time there has been a change in occupancy and ensure that the risk reduction standards have been satisfied before a new tenant occupies the Property.

3. Provide Agent with copies of all written notices received from the Maryland Department of the Environment, local health authorities, tenants, third persons on behalf of tenants, or any other person which relates, directly or indirectly, to the presence of lead paint, lead poisoning or require risk reduction repairs or abatements.

4. Make no repairs or improvements to the Property, or allow the tenants to do so, except in strict accordance with the provisions of the Maryland Program.

5. Maintain adequate liability insurance coverage for the benefit of the Property naming Agent as an additional insure under such policy of insurance. Upon request, Owner shall provide Agent with a copy of such insurance policy.

E. Limitation of Agent’s Undertaking. Except as provided in this Agreement, Agent shall have no further obligation, responsibility or legal liability in connection with any of the requirements as provided under the Federal Act or in the Maryland Program. Owner understands and acknowledges that Agent is neither authorized to act on behalf of Owner, nor does Agent assume any responsibility or obligation to do so, in connection with Owner’s duties under the Federal Act or the Maryland Program.

F. Indemnification of Agent. Owner, on behalf of Owner, Owner’s heirs, personal representatives or assigns, hereby releases, indemnifies, acquits, exonerates, discharges and holds harmless Agent and Agent’s partners, officers, employees, Agents or contractors of and from all and every manner of action, causes of action, suits, debts, dues, sums, money, costs including reasonable attorney’s fees, accounts, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, directly or indirectly, at law or in equity, for any failure of Owner to perform or satisfy any of the requirements of provisions of the Federal Act or the Maryland Program; Agent’s management of the Property; or any allegations of lead paint poisoning.

G. Renovation, Repair and Painting of Properties Built Prior to 1978. In accordance with the Lead Renovation, Repair and Painting Rule (“RRP”) as adopted by the Environmental Protection Agency (“the EPA”), effective April 22, 2010, if the improvement(s) on the Property were built before 1978, contractor(s) engaged by the Owner to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair and painting projects that may disturb lead-based paint. Before and during any renovation, repair or painting project on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Owner, should Owner personally perform any renovation, repair or painting project which might disturb lead-based paint in pre-1978 rental housing, must also be certified by the EPA prior to such renovation, repair or painting and conduct all renovation, repair or painting in accordance with the EPA lead-safe work practices and RRP.

Agent, on behalf of Owner, shall not pay, from funds held by Agent, monies to any contractor(s) hire by Owner to renovate, repair or paint pre-1978 rental housing unless Owner provides to Agent written evidence, satisfactory to

Agent, that all contractor(s) to perform such work are certified by the EPA, or the state equivalent, and shall perform such work in strict accordance with the RRP.

For more detailed information regarding the RRP, Owner should visit the website [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm)

\_\_\_\_\_ Owner acknowledges reading and understanding the provisions of this Section.

H. Vacancy of Unit. Upon a vacancy of the Property, Agent will order required testing for lead contamination by a certified lead inspector and, if elevated lead levels are found, a cleaning and abatement process will be ordered prior to re-rental of the Property. Agent will administer this process and will receive an administrative fee of \$\_\_\_\_\_ from Owner prior to commencement of the inspection process.

24. PENDING OR ACTUAL BANKRUPTCY/ FORECLOSURE: In the event Owner shall file for protection under the bankruptcy laws of the United States or in the event a lender shall file a Petition of Foreclosure against the Property, Owner shall immediately notify Agent, in writing of such filing. In such an event, Agent, upon written notification to Owner, may elect to terminate this Agreement, which terminate shall be effective upon receipt of such written notice by Owner.

25. TERMINATION:

A. A written notice of termination of this Agreement may be served personally or by registered or certified mail. Termination shall be effective \_\_\_\_\_ days after notice of termination is deposited in the mail or hand delivered to Owner or Agent. Such cancellation shall not release the indemnities of the Owner set forth in this Agreement and shall not terminate any liability or obligation of Owner to Agent for any payment, reimbursement or other sum of money then due and payable to Agent hereunder.

B. In the event Owner shall take any action in violation of or fail to take any action as required by law, the terms of this Agreement or the terms of the written lease, Agent, at Agent's sole discretion, shall have the right to terminate this Agreement at any time by written notice to the Owner of the election to do so.

26. FINAL REMITTANCE: Upon expiration or termination of this Agreement for any reason whatsoever, Agent agrees to remit to Owner an accounting and all monies due Owner as soon as all obligations regarding Property are satisfied. Owner agrees to remit to Agent all monies due Agent in accordance with the terms of this Agreement.

27. ATTORNEYS' FEES AND COSTS: If Owner fails to reimburse Agent for expenses incurred by Agent on Owner's behalf, the Agent shall, without notice, be entitled to pursue all legal and equitable remedies available to Agent to collect said sums under applicable laws. Owner agrees to pay any and all related costs in connection with such an enforcement action, including, but not limited to attorneys' fees and court costs. Further, if Owner fails to reimburse Agent for any expenses incurred by Agent on Owner's behalf within fifteen (15) days of Agent's request for such reimbursement, or if Owner fails to compensation Agent in accordance with the terms and conditions of this Agreement, Agent shall be entitled to collect interest on such sums computed at the rate of 1.5% per month.

28. SURVIVAL: The terms of this Agreement shall survive the execution and delivery of any lease herein referenced and shall not be merged therein and further, any lease executed under this Agreement shall survive the expiration and/or termination of this Agreement. This Agreement shall be binding upon any successors, assigns, personal representatives or heirs of the parties hereto.

29. MISCELLANEOUS:

A. The terms and provisions of this Agreement shall be construed and interpreted pursuant to Maryland law. If any provision is deemed invalid within this Agreement, it shall not affect the remaining provisions as stated herein which shall be deemed valid and enforceable. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in

which the context may require such substitutions.

B. Paragraph headings are intended for reference purposes only, and in no way define, limit, construe or describe the scope or intent of any paragraph or section of this Agreement, nor do they in any way affect this Agreement.

C. Notices required to be given to Owner by Agent shall be in writing and effective as of the date the notice is delivered in person to Owner or mailed to the address provided for Owner in this Agreement. Notices require to be given to Agent by Owner shall be in writing and effective as of the date the notice is delivered in person to Agent or mailed to the address for Agent shown on this Agreement.

30. ELECTRONIC SIGNATURES: In accordance with the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“the E-Sign Act”), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

31. ADDITIONAL PROVISIONS:

\_\_\_\_\_

WITNESS the signatures of the parties on the date appearing beside their respective signatures:

\_\_\_\_\_ OWNER (DATE)  
OWNER (DATE)

\_\_\_\_\_ AGENT (DATE)

Broker or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Broker or Company Office Phone Number: \_\_\_\_\_

Broker or Company Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_ Contact Person Email: \_\_\_\_\_