

# MARYLAND LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

## I. THE PARTIES

LANDLORD: \_\_\_\_\_ (hereinafter referred to as the "Landlord"), with a mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

AND

TENANT(S): \_\_\_\_\_ (hereinafter referred to as the "Tenant").

## II. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at (hereinafter referred to as the "Premises"):

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

City: \_\_\_\_\_ State: Maryland Zip Code:

\_\_\_\_\_

The Premises consists of:

☐ A Single-Family Home

☐ An Apartment

☐ A Condominium

☐ A Room

☐ Other: \_\_\_\_\_

### **III. TERM OF LEASE**

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** The lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **MONTH-TO-MONTH:** The lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continue on a month-to-month basis. Either party may terminate this Agreement by providing proper written notice as required by Maryland law (generally 60 days, or 30 days depending on the specific county and tenure).

### **IV. RENT**

The Tenant agrees to pay the Landlord rent in the amount of \$  
\_\_\_\_\_ per month.

The rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Money Order

☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

Payment instructions:

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## V. SECURITY DEPOSIT

Pursuant to Maryland Code, Real Property § 8-203:

A. **Amount:** Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a security deposit. This amount shall not exceed the equivalent of two (2) months' rent.

B. **Account:** The Landlord shall maintain the security deposit in a federally insured financial institution within the State of Maryland, in an account devoted exclusively to security deposits, within thirty (30) days of receipt.

C. **Return:** The Landlord shall return the security deposit to the Tenant, less any lawful deductions, within forty-five (45) days after the end of the tenancy. Simple interest shall accrue

at the statutory rate prescribed by the Maryland Department of Housing and Community Development (currently 1.5% per annum or the Federal Reserve discount rate, whichever is applicable by law at the time).

**D. Deductions:** The Landlord may withhold from the security deposit only for: (1) unpaid rent; (2) damage to the leased premises in excess of ordinary wear and tear; (3) breach of lease causing financial loss.

**E. Receipt:** The Landlord hereby acknowledges receipt of the Security Deposit. The Tenant is advised that they have the right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the Tenant's occupancy.

## **VI. LATE CHARGES**

If rent is not received by the Landlord within the time period specified by Maryland law, the Tenant shall pay a late charge.

Pursuant to Maryland Code, Real Property § 8-208(d), the late charge shall not exceed five percent (5%) of the amount of rent due for the rental period for which the payment was delinquent.

Late Fee Amount: \$ \_\_\_\_\_ (Must not exceed 5% of monthly rent).

## **VII. UTILITIES AND SERVICES**

The responsibility for utilities and services shall be distributed as follows:

Electricity:

☐ Landlord   ☐ Tenant

Gas:

☐ Landlord   ☐ Tenant

Water/Sewer:

☐ Landlord   ☐ Tenant

Trash Collection:

☐ Landlord   ☐ Tenant

Cable/Internet:

☐ Landlord   ☐ Tenant

Snow Removal:

☐ Landlord   ☐ Tenant

Lawn Care:

☐ Landlord   ☐ Tenant

## **VIII. OCCUPANTS AND GUESTS**

The Premises shall be occupied only by the Tenant and the following authorized occupants:

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Guests staying more than \_\_\_\_\_ days in a six-month period require the Landlord's written consent.

## **IX. PETS**

☐ **NO PETS ALLOWED:** No animals are permitted on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s):

Description:

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Pet Fee (Non-refundable): \$ \_\_\_\_\_

Pet Deposit (Refundable): \$ \_\_\_\_\_

## **X. CONDITION OF PREMISES AND INSPECTION RIGHTS**

A. **Move-In Inspection:** The Tenant has the right to be present when the Landlord or the Landlord's agent inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address.

B. **Move-Out Inspection:** The notice to be present at the move-out inspection must be mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the Premises 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 Tenant's notice.

## **XI. LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure and EPA Pamphlet)

☐ In 1978 or later

## **XII. MAINTENANCE AND REPAIRS**

**A. Landlord's Responsibility:** The Landlord shall maintain the Premises in a habitable condition and comply with all applicable building, housing, and health codes. The Landlord is responsible for structural repairs and repairs to systems (plumbing, electrical, HVAC) not caused by the Tenant's negligence.

**B. Tenant's Responsibility:** The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant shall promptly notify the Landlord of any defects or maintenance issues. The Tenant is responsible for the cost of any repairs resulting from the misuse or negligence of the Tenant or their guests.

## **XIII. RIGHT OF ENTRY**

The Landlord shall have the right to enter the Premises to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in case of emergency, the Landlord shall provide the Tenant with reasonable notice (standard practice is 24 hours) prior to entry and shall enter only at reasonable times.

#### **XIV. DEFAULT AND TERMINATION**

If the Tenant fails to pay rent when due, or violates any other term of this Agreement, the Landlord may terminate the tenancy in accordance with Maryland Code, Real Property Article.

**A. Failure to Pay Rent:** The Landlord may file for summary ejectment (Failure to Pay Rent) in the District Court.

**B. Breach of Lease:** For violations other than non-payment, the Landlord must provide the Tenant with thirty (30) days' written notice (or fourteen (14) days if the breach involves a clear and imminent danger) before filing a complaint for possession.

#### **XV. DOMESTIC VIOLENCE**

Pursuant to Maryland Code, Real Property § 8-5A-02, if the Tenant is a victim of domestic violence or sexual assault, the Tenant may terminate this lease by providing the Landlord with written notice and a copy of a protective order or peace order. The termination shall be effective thirty (30) days after the Landlord receives the notice.

#### **XVI. MILITARY CLAUSE**

If the Tenant is a member of the Armed Forces of the United States or the National Guard and receives permanent change of station orders or deployment orders for a period of more than ninety (90) days, the Tenant may terminate this lease by providing written notice and a copy of the orders to the Landlord, pursuant to the Servicemembers Civil Relief Act (SCRA) and Maryland law.



## **XVII. REQUIRED RECEIPT**

Pursuant to Maryland Code, Real Property § 8-205, if the Tenant pays rent in cash or requests a receipt for a check/money order payment, the Landlord must provide a receipt.

## **XVIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

## **XIX. ADDITIONAL TERMS AND CONDITIONS**

Additional provisions:

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## **XX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

## **SIGNATURES**

### **LANDLORD**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

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**NOTARY ACKNOWLEDGMENT\*\***

State of Maryland

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public,  
personally appeared \_\_\_\_\_ (Landlord) and

\_\_\_\_\_ (Tenant), known to me (or proved to me on the basis  
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same in their authorized capacities, and that by  
their signatures on the instrument the persons, or the entity upon behalf of which the persons  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)