

NOTICE OF MEETING AND AGENDA

GDC BOARD OF DIRECTORS

OPEN MEETING

Begins at 7:45 pm

Thursday, October 20, 2022

VIRTUAL ZOOM MEETING ROOM

Members & Visitors may attend remotely.

1. Approval of Agenda

2. Visitors (Comment Period)

3. For Discussion/Action

- | | | |
|---|------------|-------------------|
| a. Review 2nd Quarter Financial Statements (Attachment #1) | 10 Minutes | Discussion |
| b. Review Revised Lease Agreement for GDC Parkway Apartments (Attachments #2a-2b) | 10 Minutes | Discussion/Action |

Ed James
Secretary



GREENBELT HOMES, INC.

HAMILTON PLACE, GREENBELT, MARYLAND 20770

Area Code (301) 474-4161 Fax (301) 474-4006



MANAGER'S MEMORANDUM

TO: GDC Board of Directors
FROM: Eldon Ralph, General Manager *Eldon Ralph*
DATE: October 13, 2022
SUBJECT: Items for the **GDC OPEN** Board Meeting on October 26, 2022

GDC Open Meeting

3a. Review 2nd Quarter Financial Statements (Attachment #1)

GDC's 2022 second quarter financial statements are submitted as Attachment #1 for your review. Joe Perry, GHI's Director of Finance, will present them during the Board meeting.

This item is on the agenda for discussion.

3b. Review Revised Lease Agreement for GDC Parkway Apartments (Attachments #2a-2b)

GHI's legal counsel Joe Douglass recently advised that the current lease agreement for Parkway Apartments (Attachment #2a) required a lot of revisions to address legal issues and to provide greater clarity in the language.

Attachment #2b is a draft lease agreement that Attorney Douglass prepared to replace the lease agreement currently in use. The attached draft is based on a number of sources, including the standard lease form used by realtors, with appropriate changes for GDC, and incorporates the legal requirements found in the Maryland Code and the PG County Code.

This item is on the agenda for discussion and action.

Suggested Motion: I move that the Board of Directors adopt the revised lease agreement for GDC's Parkway Apartments (*as presented/as revised*).

**Greenbelt Development Corporation
Financial Statements
June 2022**

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Greenbelt Development Corporation
Balance Sheet
As of 6/30/2022

Item 3a. Attachment #1

CURRENT ASSETS:

Cash	\$ 285,677	
Accounts receivable (net)	23,468	
Intercompany receivable (GHI)	<u>113,760</u>	
	422,905	
Total current assets		\$ 422,905

PROPERTY & EQUIPMENT

Buildings & improvements (net)	111,682	
Boiler equipment (net)	<u>162,127</u>	
Total property and equipment	273,809	

OTHER ASSETS:

Prepaid expenses	<u>9,185</u>	
Total property, equipment & other assets		282,994
TOTAL ASSETS		<u>\$ 705,899</u>

LIABILITIES & EQUITY

CURRENT LIABILITIES

Accounts payable & accrued expenses	\$ 73,447	
Deposits & deferred revenue	<u>58,328</u>	
Total current liabilities	131,775	
Total liabilities		\$ 131,775

EQUITY

Capital stock	150	
Accumulated equity	550,598	
Net Income	<u>23,376</u>	
Total equity		574,124
TOTAL LIABILITIES & EQUITY		<u>\$ 705,899</u>

Greenbelt Development Corporation
Income Statement
For the Period Ending 06/30/2022

	Year-To-Date <u>Actuals</u>	Year-To-Date <u>Budgets</u>	Y-T-D Dollar <u>Variance</u>	Y-T-D % <u>Variance</u>
INCOME				
Rental Income	329,910	329,910	\$ -	0.0%
Vacancy Loss	(7,330)	(12,864)	5,534	-43.0%
	<u>322,580</u>	<u>317,046</u>	<u>5,534</u>	<u>1.7%</u>
OTHER INCOME				
Garage Fee Income	22,866	22,236	630	2.8%
Other Income	2,596	4,002	(1,406)	-35.1%
Total Income	<u>348,042</u>	<u>343,284</u>	<u>4,758</u>	<u>1.4%</u>
EXPENSES:				
Contract Work (A)	29,195	33,288	(4,093)	-12.3%
Materials (B)	20,676	27,294	(6,618)	-24.2%
Electricity	8,167	7,500	667	8.9%
Gas (C)	13,017	8,352	4,665	55.9%
Water (D)	11,937	8,250	3,687	44.7%
Licenses/Permits	3,909	3,600	309	8.6%
Insurance	11,765	11,766	(1)	0.0%
Telephone	720	600	120	20.0%
Real Estate Taxes	45,000	45,000	-	0.0%
Labor	54,000	54,000	-	0.0%
Management Fee	101,130	101,130	-	0.0%
Legal/Professional	3,897	4,050	(153)	-3.8%
Bad Debts Expense	1,750	1,752	(2)	-0.1%
Depreciation	19,085	19,086	(1)	0.0%
Miscellaneous	0	48	(48)	-100.0%
Total Operating Expense	<u>324,666</u>	<u>325,716</u>	<u>(1,050)</u>	<u>-0.3%</u>
Taxes	0	1,452	(1,452)	>100%
Net Income	<u>\$ 23,376</u>	<u>\$ 16,116</u>	<u>\$ 7,260</u>	<u>45.0%</u>

Greenbelt Development Corporation
Notes to Income Statement
For the Period Ending 06/30/2022

(A) Contract Work (Down 12.3%) **\$ (4,093)**

Contract work through June consists of the following components:

	<u>Actual</u>	<u>Annual Budget</u>
• Janitorial	\$ 7,018	\$18,000
• Fire protection	-	1,850
• Boiler maintenance & repair	5,924	6,000
• Home inspection (lead testing)	1,568	4,720
• Solid Waste Disposal	1,554	5,300
• Chemical management	1,004	2,400
• Landscape work	1,760	6,500
• Unit patch, paint and renovation	8,746	14,000
• Bathtub reglazing	1,620	1,500
• Vinyl composition hallways	-	6,300
Total contract work	<u>\$29,195</u>	<u>\$66,570</u>

(B) Materials (Down 24.2%) **\$ (6,618)**

The favorable variance is primarily due to timing and the transformation to the new Yardi system.

(C) Gas (Up 55.9%) **\$ 4,665**

The unfavorable variance is due to an increase in both rates and usage compared to 2021. Rates increased by 30% and usage increased 24%.

(D) Water (Up 44.7%) **\$ 3,687**

The unfavorable variance is due to an increase in both rates and usage compared to 2021. Rates increased 6% and usage increased 10%.

GREENBELT DEVELOPMENT CORPORATION

Hamilton Place
Greenbelt, Maryland 20770

Rental Office: 301-474-4161
Maintenance Office: 301-474-6011

LANDLORD AND TENANT LEASE AGREEMENT

THIS AGREEMENT made this ___ day of _____, **2022**, by and between Greenbelt Development Corporation, a Maryland corporation, located at Hamilton Place, Greenbelt, Maryland, 20770, hereinafter referred to as "Landlord", and _____, hereinafter referred to as "Tenant". The terms "Tenant", "tenants," "you/your," "his/hers/theirs," and "he/she/they," refer to all individuals listed above as well as those in Paragraph 6. If anyone else has guaranteed performance of this Lease, a separate Apartment Lease Contract Guaranty for each guarantor is attached.

WITNESSETH

In consideration of the representations made in the application filed with the landlord by the tenant, which Tenant states are true and made a part thereof and attached hereto, the rent herein reserved and the covenants herein set forth, the landlord hereby leases to the tenant, and the tenant hereby leases from the landlord, the apartment home located in the City of Greenbelt, County of Prince George's, State of Maryland, being Apartment No. ___ in building known as _____. This property is to be occupied as a private residence and not to be used otherwise by the tenant or other persons listed in the application as occupants of the unit. This lease shall initially be for a period of twelve (12) months, at a rental rate of _____ dollars, to be paid in equal, monthly installments of _____ dollars. Each monthly rental payment shall be due and payable on the first (1st) day of each month, without deduction or demand, during said term, at the office of Landlord, Greenbelt Development Corporation (GDC), located at Hamilton Place in Greenbelt, Maryland, 20770. This tenancy shall begin on the _____, **2022** and shall terminate on the _____, **2023**. Thereafter, if the Landlord has not given notice to the tenant to vacate the property, the lease will auto-renew for subsequent twelve (12) month terms, at such rental rate per month as the landlord shall establish for said property, pursuant to the provisions of paragraph 10 hereafter.

The tenant covenants that he/she/they will not do, or permit, or suffer to be done, upon the said premises, anything which may render any increased or extra premium, payable for insurance of said premises against fire, or which may make void or void able any policy for such insurance.

It is understood and agreed Tenant will take possession under this lease on _____, 2022 and is to pay the sum of \$_____ dollars through the last day of the month. The landlord shall not be liable for failure to deliver possession of the leased premises at the time stipulated herein. In the event of a delay in the transfer of possession, the rent herein stipulated to be paid shall be abated for the period from the date of commencement as specified in this lease through the date possession is rendered to the tenant.

It is further covenanted and agreed between the parties as follows:

1. **CONDITION OF THE PREMISES.** Landlord will deliver the leased premises in a safe and sanitary condition and in complete compliance with all applicable laws. The tenant hereby acknowledges the good condition of the leased premises and agrees he/she/they have inspected the premises and further agree the premises are in good and satisfactory order and repair, and the parties agree there are no additional representations as to the conditions of the premises unless specified herein.

2. **RENT - LATE PAYMENTS.** Tenant agrees to pay said rent, without deduction or demand, in advance on the first day of each month for which said rent is due. If rent is not paid in full by close of business on the 5th day of the month, Landlord may charge a late fee, not to exceed, five percent (5%) of the total monthly rent. In addition to this remedy, the landlord may avail himself/herself/themselves to any of the remedies available to recover money due him/her/they, possession of the premises, or both.

The parties hereto agree that the following charges or expenses shall be considered as additional rent under the terms of this lease and recoverable as such in any Landlord/Tenant action:

- a. Attorney's fees incurred by Landlord in enforcing the provisions of this lease.
- b. All late charges, penalties, and repair costs assessed against Tenant under the terms of this lease.

3. **UTILITIES.** Tenant is responsible for payment of electric utilities for the Apartment. If required by the Utility Company, Tenant will also be responsible to pay any related deposits and any other charges, fees, or services on said utilities. The tenant must keep the required utilities connected at all times during this lease term and any subsequent renewals thereof. Failure to do so will be considered a material breach of this lease.

4. **HOLDING OVER – AUTO-RENEWAL - NOTICE.** Upon expiration of the twelve-month lease term, the tenancy shall auto-renew for subsequent period(s) of twelve (12) months, and at a rental rate comparable to fair market values effective at that time, until such time as either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to termination. Tenant agrees that the term set forth in the written notice shall mean the end of a calendar month. Partial rent refunds will not be given.

5. **RE-RENTAL FEES AND DAMAGES.** If Tenant moves from the apartment before the end of the term, he/she/they is responsible for the monthly rent of the apartment until the earlier of the unit

being re-rented or the lease term expiring; however, in such a case, the landlord will make a good faith effort to rent the apartment following normal business practices. This damage provision is in addition to all other damages and remedies arising from Tenant violation of the lease.

Joint Liability - Tenants signing this lease are jointly and severally liable.

6. **OCCUPANCY.** Tenant shall use said premises for a dwelling for the following persons, and for no other purposes. The premises shall be occupied by the following person(s), and no other persons. Under no circumstances shall the tenant allow anyone not listed below to occupy the unit for any length of time without Landlord's prior approval: _____

7. **COMMUNITY POLICIES OR RULES.** Tenant, and/or anyone under Tenant's control, must comply with any written apartment rules and community policies, including instructions for the care of the property. The Community Rules are considered part of this Lease, and any reasonable changes to written rules may be instituted and executed immediately if they are applicable to all units in the Apartment Community.

8. **DAMAGE, REPAIR and MAINTENANCE OF PREMISES.** Landlord warrants that during tenancy, he/she/they will comply with all applicable provisions of any Federal, State or County statute, code, or regulations as those provisions relate to governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part. Tenant shall likewise comply with all obligations imposed upon him/her/they by this Lease as well as provisions of the Federal, State and County rules, statutes, codes, regulations, and ordinances. Tenant shall be responsible for paying cost(s) of repairs to the leased premises and fixtures whenever damage has resulted from misuse or negligence by Tenant, and/or anyone under Tenant's control. Said payment shall be made immediately upon the landlord presenting a bill for such repairs to the tenant. Said repair payment shall, for the purposes of this lease, be considered as rent, and collectable with any action for non-payment of rent in landlord/tenant court.

The interior of the dwelling cannot be painted without first receiving consent from the landlord, and in the event of so doing, will be considered a violation of the lease. At the termination of tenancy, Tenant shall deliver the leased premises in good order; ordinary wear and tear considered. Tenant shall give the landlord prompt notice of any defects in, or accidents to, the water system, electrical wiring, or any other part of the leased premises. Landlord is not responsible for interruption of any service arising from acts of God, strikes, wars, tenant's negligence, or other cause not within the direct control of the landlord. The landlord will supply the tenant with an itemization of any damage to be charged to the tenant.

9. **EQUIPMENT AND SERVICES.** Landlord covenants that the tenant may peacefully and quietly enter upon the leased premises, and the landlord will provide water and sewer, trash collections and containers, routine cleaning of all common areas and lawns, and service to the following specified equipment, heat pump, refrigerator, and stove. All the above are subject to the rules and regulations of the landlord.

10. **RECEIPTS.** The tenant is entitled to a written receipt for all cash monies received by the landlord from the tenant.

11. **ESCROW.** Landlord acknowledges that tenant has the rights indicated in Section 10 29(d) (7) and 10 - (b) of the Prince George's County Code, Legislative Session 1972, Bill No. CB 152-1972, adopted November 27, 1973.

12. **INCREASE IN TAXES OR UTILITIES.** Unless prohibited by statute or ordinance, Tenant will pay, in addition to the rent set forth herein, his/her/their proportionate share of any increase in real property taxes over and above those in effect at the time of signing this lease, whether said increase is the result of an increase in the tax rate, a new tax, or a reassessment of the property or for any other reason. Tenant will pay his/her/their proportionate share of any increase in the costs of utilities such as, fuel oil, water, sewer, and trash removal, which are paid by the landlord, and which increase over and above that rate which is in effect at the signing of the lease.

13. **ASSIGNMENT.** Tenant will not assign or let or sublet the whole, or any part, of the premises herein without prior, written approval of the landlord.

14. **SECURITY DEPOSIT.** Tenant has deposited with the landlord the sum of **\$00.00** dollars as a security deposit and landlord acknowledges receipt of the same. Said deposit is for the purpose of securing the tenant's performance during this rental agreement, in whole or in part. The deposit shall be used and applied to any rent that may remain due and owing at the expiration of this agreement or on any damage suffered by the landlord as a result of a breach of covenant including, but not limited to, damage of the property in excess of ordinary wear and tear. If the sum of the security deposit is in excess of fifty dollars (\$50.00), said security deposit shall earn simple interest per annum, at the interest rate established by law, accruing at six (6) month intervals from the date of deposit by the landlord. No interest shall be paid on security deposits of fifty dollars (\$50.00) or less. Upon termination of the lease, the landlord shall inspect the premises within five (5) calendar days after the tenant vacates and shall send by first class mail to the last known address of the tenant, an itemized, detailed statement of any damages or violations of the lease along with cost(s) incurred to rectify or repair. Tenant understands that Landlord's failure to comply with law may result in Landlord being liable to Tenant for penalties up to three (3) times the security deposit withheld, plus reasonable attorney's fees.

Said itemized, detailed repair assessment statements shall be sent by the landlord to the tenant within thirty (30) days of the termination of the lease and shall be sent via first class mail to the last known address of the tenant.

Landlord shall withhold from Tenant's security deposit any reasonable costs for repairs associated with Tenant's failure to perform, or any violation of the terms of this lease. In the event of any extension of this lease, or a tenant holding over under this lease, a security deposit shall remain in escrow for such extension or holding over. If Tenant notifies Landlord, via certified mail and at least fifteen (15) days prior to moving, of the intent to move, Landlord shall notify the tenant via certified mail, of a date and time for a move out inspection to be conducted. This inspection shall occur within five (5) days of or five (5) days after the date of moving as designated in Tenant's notice. All notices sent pursuant to this provision shall be sent to GDC Management Office, Hamilton Place, Greenbelt, MD 20770

15. **PETS.** Tenant shall not keep or harbor a pet in the leased premises. Permitting pets is at Landlord's sole discretion. In the case of service animals, Tenant shall have the right to house

and maintain the working animal within the dwelling unit and the related properties upon payment of a two-hundred-dollar (\$200) deposit to indemnify the landlord for any damage done by said animal.

16. **PERSONAL PROPERTY.** All personal property placed in the leased premises, or in the storage rooms or any other portion of the building that may be provided by the landlord, shall be at the sole risk of the tenant or the parties owning the same, and the landlord shall, in no event, be liable for the loss, destruction, theft or damage to said property.

Tenant at his/her/their sole risk, and without liability on the part of the landlord, may use reasonable space, if available, without charge, in the storerooms provided by the landlord as an accommodation to the tenant. Provided; however, that in the event the landlord provides storage space, the landlord may discontinue the same at any time without liability to the landlord.

17. **PERSONAL PROPERTY – RESPONSIBILITY.** Tenant, upon notification, agrees to remove all property stored on said premises, and further agrees that failure to remove the property may result in the landlord either removing such property or causing the same to be removed to a public storage facility at the cost and risk of the tenant. Personal property left in an automobile while it is in the parking lot, or the automobile itself, shall be at the sole risk of the tenant or the parties owning the same, and the landlord shall in no event be liable for any loss, destruction, theft, or damage to said property. Tenant agrees that parking accommodations are not included in the rental herein unless there is a separate express agreement, in writing, with respect thereto, between the landlord and tenant, and any parking facility available on the premises is provided as an accommodation to the tenant.

18. **REMOVAL FROM PREMISES.** If at any time tenant shall abandon the leased premises or quit and vacate the leased premises voluntarily prior to the end of the term hereby created, the same may be re-let by the landlord for such rent and upon such terms as the landlord in his discretion may deem reasonable and advantageous. In the event of such re-letting, the tenant will be, and shall remain to be, liable for any deficiency in rent as well as any damage(s) Landlord may sustain by virtue of the tenant's use and occupancy of the leased premises.

19. **ACCESS BY THE LANDLORD.** Tenant covenants and agrees to provide the landlord and his/her/their agents or assigns, reasonable access to the property herein to inspect the premises for necessary repairs, decorations, alterations, improvements, or supply services as agreed, or to present the dwelling unit to prospective mortgagees or tenants. Tenant shall not unreasonably withhold consent to said access. Insofar as it is practical to do so, Landlord shall give Tenant at least twenty-four (24) hours written or oral notice of the intent to enter and shall enter only during normal business hours or such other time as is mutually agreed to by all parties. In the event Tenant is absent from the dwelling unit at the time of entry, Landlord shall supply the tenant with a written report of the inspection, setting forth the purpose of the entry and details of any repair, decoration, alteration, or improvement. This report shall be provided to Tenant within twenty-four (24) hours following the entry.

20. **TERMINATION AND/OR REMOVAL FOR OBJECTIONAL CONDUCT OR BREACH OF LEASE.** If the landlord shall, at any time, deem the tenancy of the tenant undesirable by reason of objectionable or improper conduct displayed by the tenant, his/her/their

guests, and/or anyone else under the tenant's control, if there is a breach of any covenants or any rules and regulations included in the body of this lease, or if there is a breach of any of the rules and regulations of the property, the landlord shall have the right to immediately terminate the lease and seek possession of the leased premises. When so required by law, the landlord shall terminate the lease by issuing, via hand delivery, certified mail, standard mail, or other means identified for communication by Tenant, a written notice of such default or breach(es) that provides Tenant with thirty (30) days within which to quit the lease and vacate the premises. Upon expiration of the thirty (30) day period, Landlord shall be entitled to immediate possession of the leased premises without further notice to quit.

21. **ATTACHMENT TO PROPERTY.** Tenant will not install, or permit/allow to be installed, any exterior wiring for radio, stereo, wi-fi, satellite, television, and/or other digital/analog services, on the exterior or roof of the building without prior, written consent from Landlord. Changes to wiring for special lighting fixtures, air conditioning units, ventilator fans, any other refrigerator, cooking range, freezer, washer, dryer, and/or other appliances is prohibited without prior, written consent from Landlord. Tenant shall make no alterations, whatsoever, to the premises without landlord's approval.

22. **TENANTS DUTIES AND REGULATIONS.** Tenant expressly covenants and agrees to comply with the rules and regulations of Greenbelt Development Corporation, Landlord (GDC), along with the applicable provisions of all Federal, State and County statutes, codes, regulations, and ordinances, including the following:

- (a) Maintaining the premises which he/she/they occupy in a clean and sanitary condition. This includes prompt removal of accumulated moisture and mildew.
- (b) Removal of rubbish, garbage, and other organic and flammable waste in a safe and sanitary manner.
- (c) Maintaining all plumbing fixtures in a clean and sanitary condition.
- (d) Properly use and operate all electrical and plumbing fixtures and/or request of Landlord for assistance or direction.
- (e) Responsible to ensure he/she/they or any person on the premises under his/her/their control does not willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities equipment or appurtenances thereto.
- (f) Refrain from interfering with the rights of other tenants to peacefully enjoy the use and occupancy of the premises.
- (g) Provide Landlord prompt, written notice of any accident, dangerous condition, or defect occurring in the leased premises or common areas under Tenant's direct control/access.
- (h) Refrain from changing locks that were installed at the time of taking possession of the premises. Locks cannot be added to any entry door, and situations warranting a lock change must be reported to Landlord immediately, and cost(s) may be associated. Tenant's that partake in changing locks must provide Landlord a copy of

the key to retain for emergency and/or service entry. Duplicate keys may be obtained from Landlord, at cost.

- (i) Install carpeting to provide coverage at a minimum of 80% of the dwelling unit's floor space.
- (j) Tenant shall, upon identification, remove any visible moisture accumulation on the premises, and notify Landlord immediately. Temperature and moisture on the premises must be maintained at reasonable levels to prevent mold development.
- (k) Tenant shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water on the premises and shall further notify Landlord of any mold growth in or on the premises as well as any malfunction in any part of the heating, air conditioning or ventilation system on the premises.
- (l) Tenant further agrees not to block, cover, or in any manner restrict any of the heating, ventilation, or air conditioning ducts in the dwelling unit or on the premises.

23. **SUBORDINATION.** The lease is subject to all present or future mortgages or deeds of trust affecting the demised premises and the tenant shall execute and deliver, upon request of the landlord, all documents to subordinate this lease to any such mortgage or deed of trust.

24. **CONDEMNATION.** In the event the demised premises or any part thereof are taken by condemnation by the United States, the State of Maryland, the County, or any other governmental agency or authority, this lease shall immediately cease and terminate, and the tenant hereby specifically waives any right to any portion of the award received as damages for the taking of the property.

25. **PERFORMANCE.** Failure of the landlord to insist in one or more instances upon the strict performance of any of the covenants of this lease, or the waiver of any breach of any of the agreements or covenants herein contained, shall not be construed as a waiver of subsequent breaches or a relinquishment for the future of such covenant or option.

26. **EASEMENTS AND RIGHTS-OF-WAY.** This tenancy is subject to such easements and rights-of-way upon, across, and through the premises as may have been, or hereafter may be granted, for the erection, construction, maintenance and operation of public utility systems or parts thereof, and subject to the rights of ingress and egress by the landlord and its agents, servants, and employees, at all reasonable times, over and across the premises for the purpose of repair, alteration or improvement of the premises.

27. **BINDING ON HEIRS.** This lease and all covenants, terms, conditions, and provisions hereof are binding upon, and shall inure to, the executors, administrators, and personal representatives of both the landlord and the tenant.

28. **SECURITY AND SAFETY EQUIPMENT.** Tenant acknowledges Landlord has installed, within the building and the unit, certain optional and required safety equipment such as automatic closing and locking main entrance doors, fire and smoke detectors, sprinkler alarm systems, etc. This equipment is for the protection of all tenants and his/her/their property. Should the tenant, for any reason, disconnect, damage, alter, or fail to properly use said equipment, or

violate any provision of the rules and regulations as to the use of said equipment, such actions shall be considered a material breach of this lease, and all parties agree, such breach shall be sufficient reason to terminate this lease for cause. Tenant shall be liable for all damages as well as any penalties as required by Prince George's County Code.

29. **AGREEMENT.** This lease contains the entire agreement between the parties hereto, and neither party shall be bound by any statements or representations, by way of inducement or otherwise, not herein contained, and cannot be changed, except in writing, as agreed and executed by all the parties hereto. All tenants signing this lease are jointly and severally liable.

30. **NOTICE.** All notices which may be given by either party to the other, under the terms of this lease, shall be in writing, signed by the initiating party, and served upon the other party either personally or by mail.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this lease on the day and year first herein above written.

ATTEST:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord/Managing Agent For: _____

Date: _____ *Greenbelt Development Corporation (GDC)*

Witness: _____ Date: _____

Witness: _____ Date: _____

Greenbelt Development Corporation (GDC) does not carry personal property insurance for the tenants. Tenants are urged to obtain personal property insurance. Ask your insurance agent for H-4 insurance coverage.

LEASE ADDENDUM

1. **ENCLOSED BALCONY:** No goods or materials of any kind shall be placed in the enclosed balconies. Storage in such areas shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Outdoor patio furniture may be kept in these areas. Enclosed balconies developing leaks will be converted to open balconies and the rent will adjusted accordingly.

2. **LEAD-BASED PAINT:** To the extent that any dwelling located on the Property herein was built prior to 1978, Tenant acknowledges that prior to entering into this Lease, Tenant has had an opportunity to review the following: (1) a copy of the federally approved pamphlet on lead poisoning and prevention, entitled "Protect Your Family from Lead in Your Home"; and (2) a disclosure by Landlord of the presence of known lead-based paint and/or lead-based paint hazards, if any, in the dwelling as set forth in the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.

ATTEST:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord/Managing Agent For: _____

Date: _____ *Greenbelt Development Corporation (GDC)*

Witness: _____ Date: _____

Witness: _____ Date: _____

Addendum/August 28, 2002

Smoking-Restriction Lease Addendum

Tenant and all members of Tenant's household are parties to a written lease with Landlord (the Lease). This Addendum serves to provide the following additional terms, conditions, and/or rules which are hereby incorporated into the lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights provided in the Lease.

1. **Purpose of Smoking-Restriction Policy:** To mitigate the irritation and known health risks from secondhand smoke, the increased maintenance, cleaning, and redecorating costs from smoking, and the increased risk of fire, death, and injury resulting from smoking in all common areas of Greenbelt Development Corporations.
2. **Definition of Smoking:** The term "smoking" refers to inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similarly lighted product, in any manner or in any form.
3. **Common Areas Smoke-Free:** Tenant agrees and acknowledges that all common areas of the apartment buildings such as hallways, stairways, basements, laundry rooms etc. have been designated as non-smoking areas. Tenant and anyone under Tenant's control shall not smoke anywhere in the common areas or within 25 feet of the building.
4. **Landlord Policy Enforcement:** Landlord shall post signage informing of smoking restrictions at entrances and exits to buildings, interior and exterior common areas, interior hallways, breezeways, and other locations as visible to tenant's, guests, and visitors.
5. **Landlord Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a non-smoking policy in common areas does not make the Landlord, or any of his/her/their managing agent(s), the guarantor of Tenant's health or of the smoke-free condition of the Tenant's dwelling unit and common areas; however, Landlord shall take reasonable steps to enforce the non-smoking policy terms in and around common areas.

6. **Smoke-Free Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoking-restriction policy in common areas does not in any way change the standard of care that the Landlord, or his/her/their managing agent(s), provides a tenant or anyone under the Tenant's control. The building and common area premises designated as non-smoking shall not be deemed by the tenant to be any safer, more habitable, or possess improved air quality standards. Landlord specifically disclaims any implied or express warranties that the building and common areas will have any higher or improved air quality standards. Landlord cannot and does not warranty or promise that the common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the terms of this Addendum is dependent in significant part on voluntary compliance by Tenant and anyone under Tenant's control. Tenants with respiratory ailments, allergies, or any other physical or mental condition exasperated by smoke is herein notified that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

ATTEST:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord/Managing Agent For: _____

Date: _____ *Greenbelt Development Corporation (GDC)*

Witness: _____ Date: _____

Witness: _____ Date: _____

Security Deposit Receipt

This serves to acknowledge receipt of security deposit funds in the amount of **\$00.00** from _____ for the dwelling unit located at _____ **PARKWAY ROAD**. Specific terms and conditions, as they apply to security deposit escrow holdings, can be found in Paragraph 14 of the Lease. Although absent the specific terms and conditions, this acknowledgement between Tenant and Landlord serves to certify security deposit funds deposited with Landlord at the time of Tenant taking possession of the unit.

ATTEST:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord/Managing Agent For: _____

Date: _____

Witness: _____ Date: _____

Witness: _____ Date: _____

AUTO-RENEWAL PROVISION

In accordance with Maryland state law, this provision serves as an agreement between Landlord and Tenant that upon expiration of the twelve-month lease term, the tenancy shall auto-renew for subsequent period(s) of twelve (12) months, and at a rental rate comparable to fair market values effective at that time. Tenant's not wishing to auto-renew must provide written notice to Landlord, at least 30 days prior to the expiration of the lease term, identifying that he/she/they wish to convert the lease to a month-to-month term. Tenant's opting for a month-to-month term understands the rental amount is higher than the rental rate on an auto-renewal. Landlord will provide Tenant with renewal options at least 30 days in advance of the lease expiration, and deadlines for response. Tenant understands that under the lease and this provision, failure to respond to any renewal notice(s) will result in an automatic renewal of the existing lease terms at a rental rate comparable to fair market values, at that time. Paragraph 4 of the lease as well as this provision will remain enforced until such time as either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to termination. Tenant agrees that the term set forth in the written notice shall mean the end of a calendar month. Partial rent refunds will not be given.

ATTEST:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord/Managing Agent For: _____

Date: _____

Greenbelt Development Corporation (GDC)

Witness: _____ Date: _____

Witness: _____ Date: _____

GREENBELT DEVELOPMENT CORPORATION

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered-into as of _____, 20____, by and between Greenbelt Development Corporation ("Landlord") and _____ (collectively, "Tenant").

1. Lease Term/ Rent

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, Apartment #_____, located at _____, Maryland 2_____ ("the Premises"), for the initial lease term of _____ months, beginning on the first day of _____, 20__ and ending on the last day of _____, 20__, at a total rent of \$ _____, payable in equal monthly installments of \$ _____ each ("Rent"), in advance on the first day of each and every month ("Rent Due Date") of the lease term.

Tenant shall pay the installments of Rent to Landlord at the following address: **Greenbelt Development Corporation, C/O North State Bank, P. O. Box 98087, Raleigh, NC 27624-8087**, (or at such other place as Landlord may from time to time designate in writing) without deduction, demand or offset. Tenant's obligation to pay Rent is independent of any other provision in this Lease.

2. Pro Rata Rent Payments (if applicable)

If the lease term begins on a day other than the first day of the month, the amount of Rent to be paid for the balance of first partial month will be apportioned pro rata on a daily basis.

Tenant is to commence occupancy of the Premises on _____, 20____. Tenant shall pay \$ _____ on _____, 20____, as "pro rata" Rent for the period _____, 20____, through _____, 20____. Thereafter, all Rent installments will be due and payable on the first day of each month, as stated.

3. Failure to Pay Rent

Failure to pay Rent at the time specified will constitute a default under this Lease and Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All amounts required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed Rent and will be collectible as such. Landlord shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for Rent, Security Deposit or otherwise.

4. Form of Payment / Late Fees, Etc.

Landlord may require that Rent payments to be made by money order, cashier's check and/or certified check. If Tenant fails to pay any installment of Rent within five (5) days after the date on which it is due and payable, Tenant shall pay Landlord, in addition to the Rent, a late charge equal to the maximum amount permitted by law which, in Prince George's County on the date of this Lease is one percent (1%) of the total monthly Rent payment per day for each day the payment is late, commencing with the sixth (6th) day of the period for which Rent is due, but not to exceed five percent (5%) of the total monthly Rent payment. If Tenant receives public assistance pursuant to Sections 48, 65A, 65B, and 65C of Article 88A of the Maryland Code, and the public assistance check was not mailed on or before the Rent due date, Landlord must wait to charge the late fee beginning on the 6th day after the check was actually mailed. Tenant is responsible for informing Landlord in writing that the check was mailed later than the Rent due date, and for providing reasonable, satisfactory evidence. However, the Rent is due and payable on the first day of each month. Rent is considered paid upon receipt by Landlord. The late charge must be paid as additional Rent together with the Rent then overdue, and acceptance of any payment is not a waiver by Landlord of the requirement that Rent is due and payable on the first day of each month. Nothing in this Lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for Rent, damages and/or repossession of the Premises for non-payment of any installment of Rent when and as such installment becomes due and payable. A service charge, not to exceed the maximum permitted by state law, of Thirty-five Dollars (\$35.00) will be automatically

applied to Tenant's account as additional Rent in each instance in which a check or electronic payment is returned unpaid for any reason by Tenant's bank.

5. Security Deposit

In accordance with Prince George's County Code, Tenant has deposited with Landlord the amount of \$ _____ ("Security Deposit"), receipt of which is hereby acknowledged, which amount does not exceed two (2) months' Rent. The Security Deposit is to be held as collateral security and applied to any unpaid Rent, to any damages arising in connection with any breach of this Lease, or to the cost of repairing any damage occurring to the Premises during the term of this Lease in excess of ordinary wear and tear. Landlord shall maintain the Security Deposit in an interest bearing and insured escrow account in a bank or savings and loan association located within the State of Maryland, and administer it for the benefit of tenant. Security Deposit money shall not be commingled with any asset of Landlord and shall be identified in some manner as Security Deposit escrow money. Landlord shall deposit the Security Deposit money within thirty (30) days after its receipt. Tenant shall be entitled to interest earned on the deposit. Interest shall accrue on the Security Deposit at the daily U.S. Treasury Yield Curve Rate for one year, as of the first business day of each year, or 1.5%, a year, whichever is greater, less any damages rightfully withheld. Interest shall accrue at monthly intervals from the day Tenant gives Landlord the Security Deposit. Interest is not compounded. No interest is due or payable unless Landlord has held the Security Deposit for at least six (6) months or for any period less than a full month. In the event of sale or transfer of the Premises, including, but not limited to, receivership or bankruptcy, the Security Deposit shall be binding on the successor in interest to the person to whom the deposit is given. Security deposits shall be free from any attachment by creditors. Any successor in interest shall be liable to tenant for failure to return the Security Deposit together with interest, as provided by this Section.

Landlord shall return the Security Deposit to Tenant together with simple interest per annum, less any damages rightfully withheld, within forty-five (45) days after the lease ends or is terminated. Tenant has the right to be present when Landlord or Landlord's agent inspects the Premises in order to determine if any damage was done to the Premises, if tenant notifies Landlord by certified mail of tenant's intention to move, the date of moving, and tenant's new address. The notice to be furnished by tenant to Landlord shall be mailed at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, Landlord shall notify 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 tenant's notice. The Security Deposit may not be forfeited to Landlord for breach of the rental agreement, except in the amount that Landlord is actually damaged by the breach. In calculating damages for lost future rents, any amounts of rents received by Landlord for the Premises during the remainder of the term of this Lease shall reduce the damages by a like amount. A detailed statement of any damages or violations of the lease together with the cost actually incurred shall be mailed by first class mail directed to the last known address of tenant within forty (45) days after the lease is terminated. A failure by Landlord to comply with the Maryland security deposit law may result in Landlord being liable to Tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

6. Possession

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

7. Condition of Premises

Landlord expressly warrants that the Premises and all common areas are in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in compliance with applicable law at the commencement of the term of this Lease, and that Landlord at all times during the term of this Lease will comply with all applicable provisions of any federal, State, County, or municipal statutes, Codes, regulations and ordinances governing the maintenance, construction, use, or appearance of the Premises and the property of which it is a part.

Tenant acknowledges that Tenant has been given an opportunity to examine the Premises, that Tenant has examined the Premises and found the Premises to be in satisfactory condition, unless otherwise specified herein. Tenant has the right to have the Premises inspected by Landlord in Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the term of this Lease if Tenant so requests by certified mail to Landlord within fifteen (15) days of Tenant's occupancy of the Premises. This list is for information only, and Landlord shall not be obligated to make any repairs except as specified herein or as required by law.

If Tenant notices a defective condition in the unit which Landlord may not know about, Tenant must report it to Landlord within forty-eight (48) hours. If the defect may cause serious damage to persons or property, Tenant must report it immediately.

8. Authorized Occupants / Guests

The Premises will be used solely for residential purposes by Tenant and the other occupants authorized herein. The following persons and no others, except after-born children, are authorized by Landlord to reside in the Premises: _____. In no event shall more than _____ persons reside in the Premises. Visits by occasional guests are permitted. In accordance with the Prince George's County Code, an "occasional guest" means any person who, with Tenant's consent, temporarily occupies the Premises for not more than fifteen (15) consecutive days. Persons visiting Tenant may not reside at the Premises for more than fifteen (15) consecutive days during any calendar year, unless written permission is first secured from Landlord. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the Lease by a guest or visitor will be deemed to be a breach by Tenant.

9. Use and Occupancy – Tenant's Obligations

Tenant will not use the Premises for any disorderly or unlawful purposes or in any manner offensive or unreasonably annoying to others and will comply with all applicable federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the Premises. Tenant expressly assumes the obligation and affirmative duty of prohibiting his/her family members and guests from possessing or bringing into the Premises any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the Premises by Tenant, his family or guests constitutes a substantial breach of this Lease by Tenant, which will entitle Landlord to terminate this Lease and recover possession of the Premises. It is expressly stipulated and agreed to by Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the Premises by Tenant's family members or guests. This paragraph does not limit any rights Landlord might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the Premises if vehicular and foot traffic to and from the Premises is of such magnitude so as to interfere with the enjoyment of neighbors.

In addition to complying with any other obligations imposed by this Lease and by all applicable laws, Tenant shall:

- a. Keep the Premises clean and sanitary;
- b. Dispose of rubbish, garbage, and other waste in a clean and sanitary manner;
- c. Keep all plumbing fixtures as clean and sanitary as their condition permits;
- d. Use properly all electrical and plumbing fixtures;
- e. Prevent anyone whom Tenant has permitted on the Premises from damaging or removing any part of the Premises or its equipment, and refrain from doing so as Tenant;
- f. Comply with all of Landlord's lawful requirements and rules;
- g. Refrain from interfering with the right of other residents to enjoy their occupancies;
- h. If locks have been added or changed by Tenant, give to Landlord a copy of the key to permit entrance to the Premises.

10. Notices and Service of Process

Any notice to be given in connection with this Lease must be given in writing by hand delivery, recognized overnight courier service, or U.S. Mail, addressed to Tenant at the Premises and addressed to Landlord at 1 Hamilton Place, Greenbelt, Maryland 20770. Notice is effective upon hand or courier delivery or three (3) days after deposit with the U.S. Postal Service, first-class postage prepaid. Unless otherwise designated as required by law, service of process on Landlord may be given at: Greenbelt Development Corporation, 1 Hamilton Place, Greenbelt, Maryland 20770.

11. Pets / Assistance Animals

Pets are not permitted on the Premises, except with the prior written permission of Landlord, and subject to such conditions as Landlord may require. Landlord may revoke permission to allow any pet for reasonable cause. Tenant shall assume all liability for any pet's behavior and actions, and will be responsible for compliance with all applicable laws, regulations and ordinances, and for the cost of any repairs or extraordinary cleaning arising in connection with such pet.

Disabled persons who require Assistance Animals in connection with their disabilities may apply for permission from Landlord to have such Assistance Animals on the property, but only to the extent required by law. In accordance with Prince George's County Code Sec. 13-162, if Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid Tenant in connection with Tenant's disability within the Premises, the rental facility, and all other related structures in accordance with applicable laws. Tenant further agrees to assume all liability for such animal's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding such animal and for the cost of any repairs or extraordinary cleaning arising in connection with such animal.

Under Prince George's County Code Sec. 3-185.01, no person shall own or harbor a pit bull Terrier within the County. Tenant certifies that Tenant does not own a pit bull nor will Tenant acquire, harbor or maintain a pit bull upon the Premises during the term of this lease

_____ / (Tenant Initials).

12. Items Included in the Premises

Included in the Premises are all permanently attached fixtures and all appliances installed at the beginning of the term of this Lease, including all smoke alarms and CO detectors, and the following appliances:

Stove or Range
Refrigerator
Exhaust Fan

Tenant agrees to keep the listed items in a clean and sanitary condition. If any of these items fails to operate properly under normal use and operating conditions, Landlord will be responsible for repair. If the age of such appliance or the cost of repair, at the sole discretion of Landlord, dictates that a replacement is necessary, Landlord shall make the replacement.

Parking accommodations are not included unless there is a separate express parking agreement in writing between Landlord and Tenant. Any parking facility available on the property is an accommodation to Tenant. Use by Tenant of any parking area on the property shall be at Tenant's own risk.

13. Maintenance

Tenant shall keep the Premises clean and sanitary and in a general state of good repair, including appliances and equipment therein, and shall, within 48 hours, report to Landlord, in writing, any defects, leaks or breakage in the Premises, including damage by fire, storm and/or flood. Under no circumstances may Tenant order repairs or replacements for the Premises with the expectation that Landlord will pay for, reimburse or permit deduction from the Rent for such repairs or replacements without the prior written approval from Landlord.

Tenant will be responsible for the cost of repairing any damage caused by any act, omission, neglect, misuse, negligence or willful misconduct on the part of Tenant or Tenant's family, guests, employees, invitees or pets.

Tenant is responsible for general control and elimination of infestation of insects, rodents and other pests in the Premises and shall notify Landlord immediately if professional extermination services are needed.

All garbage, trash and recyclables must be placed in containers designated and provided by Landlord. Tenant must dispose from Premises all rubbish, garbage, and other organic and flammable waste in a clean and sanitary manner and in accordance with applicable law and regulations.

Tenant shall promptly notify Landlord of broken windows or torn screens.

Tenant shall not refinish any floors in the Premises. Tenant shall keep all flooring clean and sanitary, and shall keep at least 80% of the floor area covered with rugs or carpeting with padding.

Tenant shall not cover, block or obstruct any ventilation, heating or air conditioning vents in the Premises.

If the Premises have an enclosed balcony, no items shall be placed or stored in the enclosed balcony other than outdoor patio furniture. Placement or storage of any items in the enclosed balcony shall be at Tenant's sole risk, and Landlord shall not be responsible for any loss or damage. If the enclosed balcony develops any leak, Landlord shall have the absolute right to convert the enclosed balcony to an open balcony.

If Tenant does not maintain the Premises as required, Landlord shall have the right to cause maintenance or repairs to be made and Tenant shall be responsible for all costs thereof, as additional Rent.

Landlord is responsible for replacement of or repairs to major appliances, electrical, plumbing, heating and air conditioning systems, except as otherwise noted in this section, as well as all doors, windows, roofs, floors, ceilings, bearing walls, partitions, foundations, stairways, elevators, common hallways, steps, building exteriors, sidewalks and driveways.

14. Moisture and Mold

Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage flooding and/or water damage in the Premises (including in or around walls, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, appliances and faucets).

In the event of moisture, water leaks, water spillage, flooding or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage by turning off any faucets and supply valves, and to cease using any fixture or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly if mold of any type is observed within the Premises.

Upon notification from Tenant, Landlord, at Landlord's sole expense, shall remediate and repair any water damage to the Premises which occurred through no fault of the Tenant. If water damage or mold occurs within the Premises through any act, omission, neglect, misuse, negligence or willful misconduct on the part of Tenant or Tenant's family, guests or employees, Tenant shall pay, as additional Rent, all costs incurred by Landlord to remediate and repair such water damage and remove such mold.

15. Landlord's Rules / Smoking Restrictions

a. At all times, Tenant, and all of Tenant's family members, employees, agents, guests and invitees shall comply with Landlord's Rules for the use of the Premises and the property within which the Premises are located, including but not limited to all rules set forth in or attached to this Lease. Landlord shall have the right from time to time to revise any previously-adopted rules and to adopt and publish additional rules, provided that any such revised or additional rules shall not be enforceable against Tenant until after Landlord has given Tenant written notice thereof.

b. To mitigate the irritation and known health risks from secondhand smoke, the increased maintenance, cleaning and redecorating costs arising from smoking, and the increased risk of fire from smoking, the following smoking rules shall apply to in all common areas of the property in which the Premises are located, and to all of Landlord's apartment buildings.

1. The term "smoking" means inhaling, exhaling or breathing smoke from any, lighted cigar, cigarette, pipe or other lighted smoking product, or from any electronic vapor device, or carrying any lighted smoking product in any manner or in any form.
2. Smoking is not permitted in the common areas of the building in which the Premises are located, including but not limited to hallways, stairways, basements, laundry rooms, etc. Tenant and Tenant's household members, family, guests, agents, employees and invitees shall not smoke anywhere in the common areas or within 25 feet of the building.

Tenant acknowledges and agrees that Landlord's adoption of smoking restrictions for common areas does not make Landlord or any of its agents or employees a guarantor of Tenant's health or of a smoke-free environment in the Premises or in the common areas. Tenant acknowledges and agrees that Landlord's adoption of smoking restrictions for common areas does not in any way change the standard of care that Landlord or its agents or employees provide to Tenant and to Tenant's household members, family, guests, agents, employees or invitees.

The areas designated as smoking-restricted are not represented or warranted to be any safer, more habitable or improved in terms of air quality standards. Landlord specifically disclaims any implied or express warranties that the Premises, the building or the common areas will have any higher air quality standards than surrounding areas. Landlord cannot and does not represent or warrant that the common areas will be free from secondhand smoke or that persons in the common areas will at all times comply with applicable smoking restrictions.

Tenant acknowledges that Landlord's ability to police, monitor, or enforce these smoking rules is dependent in significant part on voluntary compliance by persons on the property. All persons with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume, and shall not be deemed to have, any higher duty or responsibility to enforce smoking restrictions than Landlord has with respect to any other obligation under this Lease.

16. Utilities

Tenant is responsible for the cost of electricity for the Premises. If required by the utility company, Tenant also shall be responsible for paying any related deposits and other charges or fees related to electric service. Landlord shall provide water and sewer service, hot water, heat, air conditioning, trash removal and common area maintenance.

17. Smoke Alarm and Carbon Monoxide Detector Installation & Maintenance

Landlord is responsible for the installation, repair, maintenance, and replacement of smoke alarms and carbon monoxide detectors in the Premises. Tenant acknowledges that Landlord has installed one or more smoke alarms and one or more carbon monoxide detectors in accordance with the Public Safety Article of the Annotated Code of Maryland. Tenant further acknowledges any smoke alarm installed in the Premises is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm or carbon monoxide detector, or otherwise permit any such device to be obstructed or tampered with for any reason. Tenant further agrees to test all smoke alarms and carbon monoxide detectors periodically and to report in writing to Landlord any malfunction. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm or carbon monoxide detector within 5 calendar days after the notification.

Tenant shall have sole responsibility to test smoke alarms and carbon monoxide detectors in the Premises and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such any such device which Tenant has not specifically reported in writing to Landlord as required. If any such device becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any guest, agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm or carbon monoxide detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord all costs of repair

or replacement incurred by Landlord because of such tampering, negligence, deliberate misuse or abuse, and such costs shall be payable as additional Rent.

18. Alterations.

Tenant, without the prior written permission of Landlord, will not remodel or make any changes, alterations or additions to the Premises; will not wallpaper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and, except as permitted by law, will not change the existing locks of the Premises or install additional locks without written consent of Landlord, in which case Tenant shall provide new key(s) to Landlord.

19. Tenant Liability/ Insurance

Tenant will do nothing and permit nothing to be done on or about the Premises which will contravene any fire/hazard insurance policy covering the same. Landlord shall not be responsible or liable for any loss of or damage to any personal property placed in or about the Premises, nor for any personal injury to Tenant or any guest, agent, employee, invitee, or family member of Tenant. 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 and to maintain adequate personal liability insurance. No provision of this Lease shall be construed to indemnify Landlord, or to hold Landlord harmless, or to exonerate Landlord 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 Landlord on or about those areas which are not within Tenant's exclusive control.

In accordance with Prince George's County Code Sec. 13-162, Tenant is hereby informed that Landlord does not carry any insurance on Tenant's personal possessions. Landlord strongly encourages Tenant to contact a properly licensed insurance professional to obtain Renter's Insurance to protect Tenant's personal possessions.

____/(Tenant Initials)

20. Sublet/Assignment

Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of Landlord, which consent will not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of a \$_____ service charge for defraying Landlord's expenses incidental to processing the application for assignment or subleasing. If the Premises are sublet, Tenant shall be liable for any breach of this Lease by subtenant and shall remain fully liable for performance of all of Tenant's obligations under this Lease, including without limitation, the obligation to pay the Rent when due.

21. Hold Harmless

Tenant hereby agrees to indemnify and hold Landlord and Landlord's employees and agents harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the Premises under the exclusive control of Tenant. Landlord shall have no liability for any injury or any loss or damage to property of Tenant caused by vermin or by the elements, including but not limited to any rain or storm water that may leak into or flow from any part of the said Premises or from any source, unless such injury, loss or damage is caused by Landlord's negligence or Landlord's violation of law as determined by a court of law.

22. Joint And Several Liability

Each person named as a Tenant on this Lease is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

23. Landlord's Access To Premises

Landlord may enter the Premises after not less than 24 hours' written or oral notice to Tenant and without Tenant objection for good cause in order to examine the Premises and to make inspections, necessary repairs, decorations, alterations or improvements or to provide services during normal business hours, or to show the Premises to prospective purchasers, mortgagees or tenants during normal business hours, including weekends, except as otherwise may be agreed upon by Landlord and Tenant. Landlord may enter the Premises immediately without notice to Tenant in an emergency situation and may enter after 24 hours' notice to Tenant if Landlord has good cause to believe Tenant may have damaged the Premises or may be in violation this Lease or of County, State or federal law. Any request for service or repairs to the Premises from Tenant shall be construed to include Tenant's permission to enter the Premises for the purpose of making the requested service or repairs. If Tenant is absent from the Premises at the time of entry, Landlord shall provide Tenant, within 24 hours after entry, a written report stating the purpose of the entry and the details of any repair, decoration, alteration, improvement or emergency. During the last sixty (60) days of the term of this Lease or any extension thereof, Tenant agrees to cooperate with Landlord or Landlord's Agent in showing the Premises.

24. Default

a. In the event of any default under this Lease, other than a default by failure to pay Rent, additional Rent or late charges, or if Landlord at any time deems the continued occupancy of the Premises by Tenant to be undesirable by reason of objectionable or improper conduct on the part of Tenant, Tenant's household or family members, employees, agents, guests, or invitees by causing annoyance to neighbors, or should Tenant or any of Tenant's household, family, employees, agents, guests, or invitees violate any rule or regulation issued by Landlord or any governmental authority, or violate any federal, state or local law, Landlord shall have the right to terminate this Lease by giving Tenant personally or by leaving at the Premises a thirty (30) day written notice to quit and vacate the Premises, stating the basis for the termination, and this Lease shall terminate on the last day of the first complete month following delivery of such notice. Landlord at the expiration of such notice or any shorter period conferred by operation of law may exercise any right or remedy provided by law for recovering possession of the Premises and recovering delinquent Rent, additional Rent, damages, costs and any other amounts owed to Landlord by Tenant under this Lease.

b. Failure to pay Rent, additional Rent and late charges as specified herein will constitute a default under this Lease. In the event of such default, Landlord may pursue any remedy available under this Lease and/or applicable law, including without limitation the filing of a written Complaint in the District Court of Maryland for Failure to Pay Rent-Landlord's Complaint for Repossession of Rented Property.

25. Non-Waiver

Any waiver of a default hereunder shall not be construed a waiver of any of the terms or conditions of this Lease or as a waiver of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for any extended period of time. Nothing in this Lease constitutes a waiver of any right or remedy available to Landlord or to Tenant under applicable law.

26. Termination-Hold Over

a. Either Landlord or Tenant may terminate this Lease at the expiration of the Lease term or any extension thereof by giving the other not less than sixty (60) days' written notice of termination before the end of the Lease term. If Tenant holds over after the expiration of the term of this Lease, Tenant shall, with Landlord's consent, and in the absence of any written agreement to the contrary, become a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provision of this Lease shall remain in full force and effect.

b. If Tenant holds over (fails to vacate) the Premises after proper notice, Landlord may hold Tenant accountable for Rent for the period of the holdover and for consequential damages arising from an incoming Tenant's inability to occupy the Premises because of Tenant's holdover occupancy, and Landlord shall have the right to exercise any

rights and remedies available under applicable law, including without limitation legal action to recover possession of the Premises and to recover unpaid Rent, unpaid additional Rent, costs and damages.

27. Move-Out Inspection/Surrender of Premises

a. Tenant shall, upon termination of this Lease, surrender the Premises in a broom-clean condition, ordinary wear and tear excepted. Tenant shall leave the Premises free of trash and debris. If cleaning and removal of trash is not accomplished by Tenant, or if the Premises are not left in good and clean condition, then Landlord shall have the right to perform any necessary cleaning and trash removal at Tenant's expense as additional Rent. Tenant must deliver all keys to Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for the cost of changing locks, as additional Rent. Tenant will not paint marks, plaster holes, crevices or cracks, or attempt any repair of the Premises without Landlord's prior written consent.

b. Tenant is hereby advised that Tenant's obligation to pay Rent, utilities, and to maintain the Premises does not cease until such time as Landlord has recovered legal possession, which is deemed to be i) when the keys are returned to Landlord, ii) when Tenant has notified Landlord, in writing, that Tenant has vacated the Premises or, iii) when possession has been recovered through the legal eviction process, during which period charges will accrue to Tenant's account.

28. Abandoned Property

a. Any personal property of Tenant that remains in the Premises after termination of Tenant's occupancy or upon surrender or abandonment of the Premises by Tenant before the end of the term of this Lease, including any renewal term, shall be conclusively considered to be abandoned by Tenant and Landlord may dispose of any and all of such personal property at Tenant's sole cost and expense. Landlord shall not be liable to Tenant or any other person for the loss of property so abandoned.

b. In the event of the eviction of Tenant, following the Execution of warrant of restitution, any personal property shall be deemed abandoned by Tenant and Landlord may dispose of any and all of such personal property at the election of Landlord. Pursuant to Section 13-164 of the Prince George's County Code, personal property of Tenant may not be placed by Landlord on or within a public right-of-way or on any public property. However, if Tenant or Tenant's Agent is present at the time the warrant of restitution is executed, Tenant shall be permitted to remove, salvage and transport the personal property of Tenant from the Premises for a reasonable period of time, not to exceed four (4) hours.

29. Destruction/Damage

If the Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of Rent apportioned to the day of such event. If, however, the Premises are only partially destroyed or damaged and Landlord decides to make repairs, such repairs will be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced Rent while repairs are being made. If the Premises are not habitable until completion of such repairs, Tenant's obligation to pay Rent shall abate until such repairs have been substantially completed and the Premises are habitable.

30. Tenant's and Landlord's Rights if Property is Taken by the Government

If the Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title vests in the condemning authority. Tenant waives all claims against Landlord and condemning authority by reason of the complete or partial taking of the Premises, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Premises, shall belong to and shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

31. Subordination/Estoppel

This Lease is and will be subject and subordinate at all times to the lien of any mortgages or deeds of trust now or hereafter secured by the Premises, and to all renewals, modifications, consolidations, replacements and/or

extensions thereof. Tenant agrees to execute any documents required to effect or confirm such subordination. If Tenant fails to do so within fifteen (15) days from date of receipt of written request therefor from Landlord or any lender, Landlord will have the right and is hereby authorized to execute on behalf of Tenant any such documents. If title to the Premises is transferred to a new owner, Tenant shall become a tenant of such new owner, subject to the terms and conditions of this Lease. Tenant shall, at any time and from time to time, upon not less than fifteen (15) days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, signed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this 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 Tenant may have knowledge and; (c) that Tenant does not have any actual or pending claim against Landlord.

32. Military Service

If Tenant is a member of the Armed Services on active duty at the time Tenant enters into this Lease, and Tenant subsequently receives permanent change of station orders or temporary change of station orders for a period in excess of 3 months, and in excess of 50 miles from Premises, Tenant's liability to pay Rent may not exceed: (1) 30 days' Rent after written notice and proof of the assignment is given to Landlord; and (2) the cost of repairing damage to the Premises caused by Tenant. This provision also applies to those persons who receive orders releasing them from military service.

33. Lead Paint - Applicable Law

a. Federal law on lead-based paint (the "Federal Program") requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to any tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the lease property and provide each tenant with any reports in the owner's possession relating to lead-based paint or lead-based paint hazards on the leased property. If the Federal Program is applicable to the Premises, the Disclosure of Information on Lead-Based Paint and/or lead-Based Paint Hazards is attached and hereby made a part of this Lease.

b. If the property where the Premises are located was built before 1978, the Premises also is subject to the Maryland Lead Paint Poisoning Prevention Program (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at:

<http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

c. Landlord represents and warrants to Tenant that:

Federal Program (check one)

_____ The Property was built during or after 1978, so the Federal Program does not apply.

_____ The Property was built before 1978, so the Federal Program applies.

Maryland Program (check one)

_____ The Property was built before 1978, so the Maryland Program applies.

_____ The Property was built during or after 1978, so the Maryland Program does not apply.

Or (check if applicable)

_____ Landlord is uncertain as to age of the Premises, so Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed before 1978, and agrees

that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

d. Tenant Acknowledgment

Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

1. Federal Law -The EPA "Protect Your Family From Lead In Your Home" brochure.
2. Maryland Law -
 - a. Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment
 - b. The EPA "Protect Your Family From Lead In Your Home" brochure

e. Renovation, Repair and Painting of Property

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 property of which the Premises are a part was built before 1978, contractors engaged by Landlord or Tenant to renovate, repair or paint the Premises must be certified by the EPA to perform any renovation, repair or painting projects that may disturb lead-based paint. Before and during any such renovation, repair or painting projects, contractors must comply with all requirements of the RRP.

Tenant shall not personally perform any renovation, repair or painting project that might disturb lead-based paint in pre-1978 rental housing. Tenant shall not hire any contractors to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord written evidence, satisfactory to Landlord, that all such contractors are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP. For detailed information about the RRP is at: <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Tenant understands and acknowledges that compliance under Federal and Maryland Programs is the sole responsibility of Landlord and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland Programs as contained in the above brochures and notice.

_____ / (Tenant initials)

34. Rent Increases

- a. After the initial term of this Lease, Landlord may, from time to time and to the maximum extent permitted by law, increase Rent for the Premises, but not more frequently than once per twelve (12) month period.
- b. Thirty (30) days' prior written notice of a Rent increase must be mailed to Tenant at Tenant's last known address, and such notice also must expressly serve as a notice to quit and vacate the Premises if Tenant does not agree to pay the Rent increase. As of the date on which the Rent increase becomes effective, Landlord shall not accept less than the Rent payment called for by the Rent increase notice. If Tenant remains in possession on the date on which the Rent increase becomes effective and fails to pay the increased Rent, and then holds over beyond the period specified in the notice to quit and vacate, Landlord may immediately file suit to evict Tenant and recover possession of the Premises. The amount of Rent owed by Tenant during this hold over period will be the increased Rent.
- c. Tenant shall indicate acceptance of Landlord's offer to increase Rent by timely payment, in full, of the new Rent as specified in the Rent increase notice, in which event the notice to quit contained in the Rent increase notice shall be null and void. If Tenant does not accept the new Rent amount and intends to vacate the Premises at the end of the Lease term or any renewal or extension thereof, Tenant must so notify Landlord within thirty (30) days before

the end of the Lease term or any renewal or extension thereof of Tenant's intention to so vacate, and will then vacate the Premises not later than thirty (30) days after giving such notice to Landlord.

35. Attorney's Fees and Court Costs

Should any legal action be brought by either party hereto to enforce any provision of this Lease, the non-prevailing party in such action shall reimburse the other party for all reasonable attorney's fees, necessary expenses and court costs incurred by the prevailing party.

36. Criminal Activity And Sexual Offenders

Tenant may contact the state, county or municipal police departments in which the Premises are located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to learn about criminal activity in the vicinity of the Premises or the presence of registered sexual offenders who live or work in the vicinity of the Premises. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Premises. Tenant further acknowledges that no real estate licensee involved in the leasing of the Premises, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Premises.

37. RENT ESCROW

Should Tenant believe Landlord to be in violation of this Lease, under NO circumstances may Tenant withhold Rent. Rent escrow procedures instituted through the appropriate court of law are the proper and lawful Tenant remedy, as provided in in Prince George's County Code Sec. 13-162.

38. Additional Provisions

Further provisions and additions to this Lease:

39. Addenda

The following Addenda are attached to and made a part of this Lease.

1. Lead-Based Paint Disclosure Addendum
2. Landlord's Rules
3.

40. Miscellaneous

a. Tenant acknowledges that, if requested, before signing this Lease and without payment of any prior deposit, Tenant received a copy of the proposed form of this Lease in writing, complete in every material detail, except for the date, the name and address of Tenant, the designation of the Premises and the Rent rate.

b. This Lease and the conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

c. Tenant expressly warrants that Tenant is of legal age and acknowledges that this warranty is being made to induce Landlord to lease the Premises to Tenant. Tenant acknowledges that the statements and representations made in Tenant's application to lease the Premises are true, that they have induced Landlord to enter into this Lease, that they are deemed to be a part of this Lease, and that the falsity of any such statement or representation constitutes a breach of this Lease and entitles Landlord to the same relief as a breach of any other provision of this Lease.

- d. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not set forth herein. This Lease may be signed by the parties in multiple counterparts, each of which shall be equivalent to an original signed copy of this Lease.
- e. If any provision in this Lease is by held by a court to be illegal or in conflict with any applicable law, the validity of the remaining provisions of this Lease will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Lease did not contain the provision that was held to be illegal or in conflict with applicable law.
- f. Any gender-specific pronouns shall be deemed to refer to all genders, and the plural shall be substituted for the singular number in any place or places in this Lease in which the context may require such substitution.
- g. Paragraph headings in this Lease are for the purpose of convenience and reference only and shall not be deemed to define, limit or extend the scope, intent, applicability or enforceability of any paragraph in this Lease.
- h. Landlord shall not commence or threaten an eviction proceeding, arbitrarily increase the Rent or decrease any services provided by Landlord under this Lease, issue a notice to quit or take any other action prohibited under Section 8-201.8 of the Real Property Article of the Annotated Code of Maryland solely as retaliation against Tenant because Tenant or Tenant's agent has given written or actual notice to Landlord or to any public agency of a good faith complaint about an alleged violation of this Lease, an alleged violation of law, or a condition on the leased premises that is alleged to be a substantial threat to the health or safety of occupants, or because Tenant or Tenant's agent has filed a lawsuit against Landlord, or testified or participated in a lawsuit involving Landlord, or because Tenant has participated in any tenants' organization.
- i. Time is of the essence of this Lease.

TENANT OR TENANTS HAVE READ OR HAVE LISTENED TO A READING OF THIS LEASE AND UNDERSTAND THIS LEASE. LANDLORD AND TENANT OR TENANTS BY THEIR SIGNATURES BELOW AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS LEASE. TENANT OR TENANTS HEREBY ACKNOWLEDGE RECEIPT OF A FULLY EXECUTED COPY OF THIS LEASE AND ACKNOWLEDGE RECEIVING LANDLORD'S RECEIPT FOR PAYMENT OF THE SECURITY DEPOSIT.

ALL TENANTS MUST SIGN BELOW

_____ Tenant's Signature	_____ Date	_____ Tenant's Signature	_____ Date
_____ Print Name		_____ Print Name	
_____ Tenant's Signature	_____ Date	_____ Tenant's Signature	_____ Date
_____ Print Name		_____ Print Name	

LANDLORD
Greenbelt Development Corporation

By: _____
Authorized Officer

_____ Date

Landlord's Telephone Number _____

24-Hour Emergency Telephone Number _____

DRAFT

Item 3b. Attachment #2b

· ADDENDUM # 1

LEAD-BASED PAINT DISCLOSURE ADDENDUM

[attached]

ADDENDUM #2
LANDLORD'S RULES

[attached]

ATTACH ANY ADDITIONAL ADDENDA HERE