

RESIDENTIAL LEASE AGREEMENT

for 7904 Ellis Wyatt Ct, Elkridge, MD 21075

THIS LEASE (the "Lease") dated this February 19 th 2023

BETWEEN:

Surrender Yelugandula

(the "Landlord")

- AND-

Akpabio Ekanem

Krystal Shonte Anderson

(the "Tenant")

(Individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the townhome, municipally described as **\$3100 /month** (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property 7904 Ellis Wyatt Ct, Elkridge, MD 21075 without the prior written permission of the Landlord, except for: Akpabio Ekanem, Krystal Shonte Anderson and 2 kids (Nicolas Mason and Bailey Ekanem)
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

6. The term of the Lease commences at on 04/01/2023 and ends at on 03/31/2025

7. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Maryland (the "Act").

Rent

8. Subject to the provisions of this Lease, the rent for the Property is \$3100 per month (the "Rent").
9. The Tenant will pay the Rent on or before the 1st of each month of the term of this Lease to the Landlord by authorizing direct debit from a bank or other financial institution or mobile payment using a mobile money transfer service or issuing a check

Landlord Bank Information

Bank Name: _____ Bank of America _____

Account Number: __381012506156_____

Routing Number: _021200339_____

10. The Tenant will pay a sum of **\$3100** as Rent on or before **04-01-2023** for the period **04-01-2023** to **04-30-2023**.
11. The Landlord may increase the Rent for the Property by up to 3% after one year of tenancy i.e., **04/01/2024** upon providing to the Tenant such notice as required by the Act.
12. The Tenant will be charged an additional amount of **\$25** per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.

Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord an advance amount of \$3600 while signing the lease of which \$3100 would be towards a Security deposit (the "Security Deposit") and \$500 towards Pets Security Deposit. Pet Security Deposit will be considered towards the Carpet cleaning charges.
14. Upon signing this Lease, if the Tenant fails to take possession of this Property 7904 Ellis Wyatt Ct, Elkridge, MD 21075 or make payments due under the lease on the agreed move in date 04-01-2023, the Security Deposit amount **\$3600** shall be retained by the Landlord as liquidated damages.
15. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;

- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.
18. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to a place the Tenant may advise.

Quiet Enjoyment

19. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

20. At all reasonable times once in 3 months during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Renewal of Lease

21. The Tenant may renew this Lease as follows: The Tenant has the option to continue the lease agreement on a Year-to-Year basis. Tenant or Owner must provide written notice at least 60 days prior to the date on which the Premises are to be vacated.

Utilities and Other Charges

22. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: homeowners association fees.
23. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, cable, telephone and natural gas.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
25. The Tenant is responsible for insuring the Landlord's following contents, furnishings and Appliances in or about the Property for either damage or loss for the benefit of the Landlord: Washer/Dryer, Kitchen Appliances etc.
26. The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
27. The Tenant is responsible for insuring the Property for liability insurance for the benefit of the Parties.
28. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Repair and Maintenance

29. Tenant agrees to provide and pay for whatever repair and regular maintenance and repairs these appliances, systems, and fixtures may require to be kept in good working order.
30. Landlord accepts responsibility and will pay for all major repairs to the building and its surrounding areas including structural and major outside repairs.
31. Tenant agrees to take responsibility and pay for general interior maintenance, cleaning, window cleaning, grounds maintenance such as lawn mowing, tree and shrub pruning, and all minor repairs. Minor repairs include such things as replacing broken panes of glass, replacing light bulbs and tubes, and repairing light fixtures and leaking faucets, etc

Attorney Fees

32. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

33. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Maryland.

Severability

34. If there is a conflict between any provision of this Lease and the Act, the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

35. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

36. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

38.. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

40. The Tenant will not engage in any illegal trade or activity on or about the Property.

41. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

42. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

43. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant can arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

44. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Prohibited Activities and Materials

45. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

46. The Tenant will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.

47. The Tenant is prohibited from:

- a. the storage of expensive articles on the Property if it creates an increased security risk; and
- b. the growing of, or storage of, medical marijuana on the Property.

48. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Rules and Regulations

49. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

50. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

Address for Notice

51. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. **Name: Akpabio Ekanem, Krystal Shonte Anderson**
- b. **Phone: 202-907-4807**
- c. **Email: Ms.kshontea@gmail.com**
- d. **Post termination any notice(s) will be sent to the Tenant at the address provided by the Tenant.**

52. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- e. **Name: Surender Yelugandula**
- f. **Address: 5608 pine bluff ct Frederick MD 21704**
- g. **Phone: 4432518586**
- h. **Email address: suri.yelugandula@gmail.com**

General Provisions

53. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

54. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

55. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

56. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

57. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

58. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

59. The Tenant will be charged an additional amount of **\$50.00** for each N.S.F. check or checks returned by the Tenant's financial institution.

60. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of **two month rent** will be charged to the Tenant.

61. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

62. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

63. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

64. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.

65. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or nonperformance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or nonperformance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

66. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any

property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

67. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

68. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

Time is of the essence in this Lease.

IN WITNESS WHEREOF Surrender Yelugandula and Akpabio Ekanem, Krystal Shonte Anderson have duly affixed their signatures on this February day of 19 -2023.

DocuSigned by:
Surrender Yelugandula
04442FA29A404F2...
Surrender Yelugandula

DocuSigned by:
Akpabio Ekanem
A9A12CB2317F409...
Akpabio Ekanem

DocuSigned by:
Krystal Shonte Anderson
A9A12CB2317F409...
Krystal Shonte Anderson

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the **February 19, 2023**

DocuSigned by:
Akpabio Ekanem
A9A12CB2317F409...
Akpabio Ekanem

DocuSigned by:
Krystal Shonte Anderson
A9A12CB2317F409...
Krystal Shonte Anderson
