HOUSING AGREEMENT

This Housing Agreement is entered into on Aug 19, 2026, between **Sample Sample (“Resident”)** and **York Student Housing LLC** (“**Owner**”) and is binding only when signed by Owner’s agent.

Start Date: August 19, 2027

Unit Type: 4 BEDROOM, 4 BATH

Single Occupancy Bedroom

End Date: July 29, 2028

Initial assigned Unit/Bedroom #: TBD

NUMBER OF BEDROOMS:1

Housing Installment Rate **$1.00**

Payment Schedule:

12 payments of $1.00 each, due on the dates shown in paragraph 2.

Total Rent: **$12.00**

Administrative Fee: **$800.00** **Security Deposit:** **None**

This Housing Agreement grants a limited license to Resident to access and make personal residential use of one assigned bedroom space (unless multiple bedrooms are expressly listed above, as further described in paragraph 27) in an apartment, cottage or townhome (in either case referred to as an “apartment), together with its standard installed furnishings and fixtures, plus shared use of accompanying unit common areas, fixtures and appliances, where applicable, in the assigned apartment, at the assigned apartment, at the property known as “**The York**” at 301 York Road, Towson, MD 21204 (the “**Property**”) between the Start Date and End Date listed above. Resident is initially assigned to the bedroom space and apartment identified above (see floor plans available in the management office or at https://theyorktowson.com/ for designation of bedroom spaces); if the space is not immediately identified or assigned, or if it is identified as “TBD,” “to be assigned” or “TBA,” this Housing Agreement is binding and Owner will assign an apartment and bedroom matching the identified unit type prior to move-in. Only the named Resident may occupy the assigned space. Resident will occupy only the assigned bedroom space and no other bedroom within the apartment. Resident will not allow another person to use a bedroom space or apartment in place of or in addition to Resident, whether for compensation or otherwise, and will not offer to do so through advertising or listings, including, without limitation, through websites such as Airbnb or Vrbo. Except when the assigned unit type is a one bedroom, this Housing Agreement is for one bedroom space (shared if the bedroom is double occupancy) and use (shared, in certain floorplans) of a bathroom located within a multiple-bedroom apartment, in which multiple occupants share one common area, fixtures and appliances. Owner will attempt to assign any other bedroom space(s) to person(s) requested by Resident but may contract with others of Owner’s choosing for the other space(s) within the apartment, without notice to Resident. If this Housing Agreement is executed by more than one person identified as “Resident,” then all obligations are the joint and several obligations of all such persons and “Resident” will refer to all such persons both individually and collectively. **This Housing Agreement includes the terms on the following pages and continues through the numbered paragraphs following the signatures below, including the arbitration provisions contained in paragraph 29.**

Note: *The Administrative Fee of $800.00 is due at or within seven days after signing this Agreement (and prior to move-in) and is earned and becomes nonrefundable when this Agreement is mutually signed; it is not a security deposit. If Resident has provided or provides, within this seven-day period, a signed Guaranty by an acceptable Guarantor approved by Owner, the Administrative Fee will be reduced to $200.00. The obligation to pay the applicable Administrative Fee is an element of Resident’s performance and not a condition precedent. Failure to perform will not release Resident from financial responsibility but will entitle Owner, at its option, to delay move-in or terminate for non-performance, following written notice.*

I have carefully read, fully understand and voluntarily sign this Housing Agreement. Once fully signed, this is a binding contract and is intended to be enforceable under its terms. I have had the opportunity to seek independent legal advice. I acknowledge that upon execution by Owner (through its authorized agent), this Agreement will be effective and binding upon me and all permitted successors.

SEE BELOW FOR ELECTRONIC SIGNATURE
Signature of Resident

ACCEPTANCE OF OWNER:

York Student Housing LLC

By: SEE BELOW FOR ELECTRONIC SIGNATURE
Authorized Agent date

SAMPLE

This Housing Agreement ("Agreement") includes the following terms:

1. **Term**. Resident will have access to the Property and the assigned bedroom space and apartment as of 1:00 pm on the Start Date, and this access will end as of 12:00 Noon on the End Date (the "**Term**"), unless early arrival or late departure is approved by Owner in writing, at additional cost to the Resident.

2. **Payment. The Total Rent stated below is a fixed price for the entire Term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month.** Resident accepts financial responsibility for the full Term of the Housing Agreement, regardless of whether the assigned bedroom space is occupied for the full Term or at all. Resident agrees to make full and prompt payment to Owner according to the payment schedule specified below, without demand of Owner, together with all additional charges or fees applicable under this Housing Agreement. Payment may be made by personal check, money order or cashier's check, or in Owner's discretion by credit card, check card, electronic check, or by direct bank transfer, provided that Owner reserves the right to charge processing fees as appropriate for such payment methods and further reserves the right to require that all payments be made either by credit card or by electronic transfer. Cash will not be accepted. If any payment is returned unpaid, Owner may require Resident to make future payments by certified funds. Payment (including by mail) is deemed made only when actually received by Owner or its agent, subject to clearance of funds. Resident's payment obligation is a promise by Resident which is independent from all of Owner's and its agent's promises, duties and obligations. To cover Owner's added costs for late payments, on the fifth day after each payment is due, each late payment will be increased by five percent (5%) of the late amount as a late charge. (For example, for a payment due on September 1, late fees will be assessed on September 6.) At Owner's option and without notice to Resident, any amounts owed by Resident, including but not limited to late charges, returned check fees, utility charges, damage or replacement costs, and any amount owed by Resident to Owner under a separate agreement, will be considered Rent under the terms of this Agreement. In the event any payment is past due, Owner may take legal action for possession and payment. To cover Owner's added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by $35 as a returned payment charge and will not be considered paid until valid payment has been received. Payment should be mailed or delivered to **The York,** 301 York Road, Towson, MD 21204. Acceptance by Owner of any payment will not constitute a waiver of Owner's right to terminate this Agreement and/or claim any damages. Unpaid charges past due more than 30 days will also bear additional interest at 12% per annum, as allowed by law, from such date through the date of payment in full.

   Payment will be due without proration as follows:

1st day of August 2027	$1.00	1st day of February 2028	$1.00
1st day of September 2027	$1.00	1st day of March 2028	$1.00
1st day of October 2027	$1.00	1st day of April 2028	$1.00
1st day of November 2027	$1.00	1st day of May 2028	$1.00
1st day of December 2027	$1.00	1st day of June 2028	$1.00
1st day of January 2028	$1.00	1st day of July 2028	$1.00

3. **Owner; Owner; Agent.** The owner of the Property is York Student Housing LLC. Owner has appointed The Scion Group LLC ("Manager") as its property management agent, authorized to act on behalf of Owner. Written correspondence to any of the above should be directed to: 301 York Road, Towson, MD 21204.

4. **Assignments.** Apartment and bedroom space assignments are made, and may be changed, only by Owner or its agent. **Change requested by Resident:** Resident may request to change assignments to a different apartment. Such change requests by the Resident are only effective upon written approval by Owner in its discretion, subject to the following preconditions: (a) Resident must be in good standing under the Housing Agreement; (b) Resident must prepay a $350 reassignment fee (refunded if the request is declined); (c) Resident and Owner must sign a written confirmation of the change in assignment, including Resident's agreement to pay the prevailing rate for the new assignment, pro-rated to the date scheduled for relocation; and (d) relocation must be completed within 48 hours or charges will apply on both spaces. **Change by Owner:** Owner reserves the right to relocate Resident to another equivalent bedroom space or apartment at the Property for any reason (*e.g.*, roommate conflict, urgent maintenance, etc.) upon at least three days' notice. In such case, if the new Owner-assigned floorplan type carries a lower rate, Resident's charges will be pro-rated and reduced accordingly; if the new Owner-assigned floorplan type carries a higher rate, Resident will continue to pay the rate under this Agreement and will not be charged the higher rate. Failure to relocate within the time provided by Owner will be considered a material breach and may also result in charges applying for both spaces.

5. **Termination; Subletting/Delegation.** Once this Agreement is signed by Owner and Resident, Resident can terminate occupancy by providing written notice to Owner and by fully vacating the premises, provided that Resident will remain fully responsible for the Total Rent that would have accrued under this Agreement, through the end of the full original Term. Except as expressly provided by law, no exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other reason. Any charges associated with damage to a bedroom space, apartment or the Property or Resident's failure to vacate completely upon termination, will be payable in addition to the foregoing amount. After such termination, Owner will use its commercially reasonable efforts to contract with other individuals for the use of all available bedroom spaces, including the bedroom space vacated by Resident; if and when all such available bedroom spaces at the Property are fully assigned and occupied and no bedroom spaces remain vacant, Resident will receive a credit equal to the remaining charges that would have accrued under this Housing Agreement, prorated from such date through the end of the original term hereof, less a $650 cancellation/re-marketing fee for which Resident will be responsible in

SAMPLE

addition to all other charges provided herein. Resident understands that due to the seasonal nature of student housing, successful mitigation is unlikely; therefore, Resident will be responsible for remaining scheduled rent, subject to potential credit for mitigation as described above; and to the extent permitted by law, Owner may apply any prepaid amounts or account credit balance toward Resident's current and/or next scheduled obligation(s). Resident may not assign or transfer Resident's interest in this Agreement, or any part hereof, nor sublet Resident's right to use the Property, apartment or bedroom space, or any part thereof, nor provide keys to any other person. However, in Owner's sole discretion, Resident may delegate his or her right to use the Property to another person pursuant to Owner's approved delegation form, signed by all parties, if Resident is in good standing under the Agreement and pays to Owner a delegation fee of $200.

6. **Move-in; Inspection; Delay.** Before Resident may access or occupy the premises, any required installments or other payments then due (including any Administrative Fee, which is earned and payable upon mutual execution of this Agreement) must be paid in full with cleared funds and guaranty or prepayment requirements satisfied. The application fee (if any) is non-refundable and is not applicable toward any other payments required of Resident under this Agreement. Prior to Resident's taking possession of the assigned bedroom space (and any re-assigned bedroom space), Resident will conduct an inspection of the assigned bedroom space and apartment and will note on the Check-In/Check-Out Inspection Report ("Inspection Report") any defects, damage or other conditions observed, if not already identified by Owner on such report; upon completion and approval by Owner, the Inspection Report will become part of this Agreement. At the time of move-out, Resident is encouraged to inspect the bedroom space and apartment with Owner's representative by making an appointment during business hours at least 48 hours in advance. Within three business days following Resident's move-out (or, as applicable, following the move-out of all residents of an apartment) at the termination of this Agreement, or within a reasonable time if Resident moves out without notifying Owner, Owner will note the then-present condition of the assigned bedroom space and apartment, including all appliances and fixtures, and any damages incurred and/or extraordinary cleaning deemed necessary by Owner or extraordinary wear as determined by Owner. Resident will promptly pay all costs of restoring the bedroom space and apartment to the same condition upon move-in, less normal wear. Resident acknowledges that except as provided in the Inspection Report, each bedroom space and apartment are being delivered in "as-is" condition, and Resident's acceptance of the assigned bedroom space and apartment at the beginning of the Term constitutes Resident's acknowledgment that the bedroom space and apartment and all fixtures are in good repair and condition. Owner will not be responsible for any damages or consequences suffered by Resident as a result of Owner's inability to timely deliver possession of the apartment or assigned bedroom space to Resident on the anticipated Start Date; in such event, the rent payable will be abated until Owner tenders possession and such delay will not extend or decrease the term or change the End Date. Resident acknowledges that any model apartment at the Property shown to Resident in person, online or through other means is intended to be representative of the general quality and type of construction and materials within apartments. Specific items of décor and furnishings and the actual colors, styles, materials, upholstery and other treatments in the apartment assigned to Resident may vary from those in the model apartment. The actual apartment assigned to Resident may also vary in approximate size, square footage and layout. Resident's apartment will not include custom lighting, lamps, decorations, linens, unattached appliances or other personal property as may be shown in the model apartment.

7. **Utilities; Amenities.** The following utilities are included in the Total Rent under this Agreement: Internet access, water/sewer, natural gas and trash disposal. Resident will pay as additional Rent a pro-rata share (based on the number of contracted residents legally in possession for the applicable period) for the apartment's usage of electricity and any other public utility charges (including sanitation, fire service, stormwater drainage or roadway maintenance) billed with respect to Resident's apartment, each applied pro-rata to any partial billing cycle. Electricity charges will be based on the actual metered usage, divided by the number of contracted residents in possession for the applicable period. Resident acknowledges that the apartment is directly metered by the utility provider for electricity and that residents of the apartment would otherwise be responsible for direct payment for such utility(ies), with one resident named as customer of record and potentially paying a deposit; as a convenience, Resident appoints Owner as agent for receiving the utility bills, remitting payment on Resident's behalf and billing Resident for Resident's share of such utility bills, with Owner's role limited to collection and remittance as agent. Resident will pay prior to occupying the assigned apartment (or on the first utility bill, at Owner's discretion), a single up-front service fee of up to $72.00 (or alternately, at Owner's option, a service fee of up to $6.00 per monthly bill) for administration, billing, overhead and similar expenses and charges incurred by Owner for providing these services. Utility statements will be sent electronically by Owner's billing provider to the e-mail address provided by Resident; Resident may opt out of electronic statements by separately notifying Owner in writing of Resident's preference to receive a paper statement each month by mail. Upon Resident's request, Owner will provide copies of applicable utility bills. At Owner's option, to the extent permitted by law, Resident may be billed for the estimated amount of charges for any utility bills anticipated to be received during the final 90 days of the term or after the end of the term of this Agreement, calculated based on historical utility charges for the apartment and pursuant to applicable utility billing laws and regulations. As part of each utility bill, Resident may be charged and agrees to pay promptly to Owner any other miscellaneous charges billed by the utility provider and payable by the customer of record (including, without limitation, taxes specifically applicable to such utility charges), plus late payment fees and/or NSF fees, as may be applicable, in the amounts stated in paragraph 2 of this Agreement, as liquidated estimates of costs incurred in connection with the administration and collection of late payment. Owner may elect to use one or more third-party service providers for providing, billing and/or servicing utility accounts; Resident acknowledges that such third-party providers are not utility providers. Owner makes no representations and hereby disclaims any and all warranties, express or implied, with respect to any utilities provided, including but not limited to those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Owner or its representatives or agents, whether in writing or otherwise, except as otherwise expressly stated in this Agreement, or in written documentation signed by the parties hereunder after the date hereof. Owner does not warrant or guarantee the protection of Resident's privacy during operation of utilities, that such utilities will satisfy Resident's requirements, or that the operation of utilities will be uninterrupted or error free. Resident acknowledges and agrees that neither Owner nor its affiliates, agents, employees or representatives will be responsible to Resident for any non-

SAMPLE

economic, consequential, incidental, indirect or special damages, including incidental, economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utilities or the termination of any utilities, whether arising from Resident's use of (or inability to use) utilities, or otherwise, even if Owner has been advised of the possibility of such damage. In the event that any utility service proves defective, or is discontinued or terminated, Owner's and Manager's entire combined liability and Resident's exclusive remedy will be limited to a reimbursement of the approximate cost of that utility, prorated by the day for each day the utility service proved defective, or was discontinued or terminated, for more than 24 hours. Resident agrees to indemnify, defend and hold harmless Owner and its employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature, including attorney fees, which arise, directly or indirectly, in connection with: (i) violation by Resident of any laws, ordinances, regulations or rules regarding the utilities; or (ii) illegal or inappropriate use of the utilities. Any damage or loss to any utility devices during Resident's occupancy will be charged to Resident (and the other resident in the apartment, as applicable) at the replacement cost. Management will establish schedules and policies for the use of recreation facilities, amenities and other common spaces. Owner may add, remove, close (temporarily or permanently), upgrade or modify any of the recreation facilities, amenities or common spaces in Owner's discretion, without notice or compensation; provided that if this Agreement expressly includes a separate Amenity Fee, Resident's sole remedy will be limited to a pro-rata credit of such Amenity Fee for the period a covered amenity is closed or fully unavailable.

8. **Required Liability Insurance; Personal Property**. During the full term of the Housing Agreement, Resident agrees to obtain and maintain at Resident's expense a policy of personal liability insurance (i.e., renter's liability insurance) from a licensed insurance carrier in the United States, with coverage of at least $250,000 per occurrence at actual replacement cost, covering Owner's losses of any kind (both inside and outside the rented premises) arising from fire, explosion, smoke or water and caused accidentally by Resident's negligence and/or by an animal (each a "Covered Loss"). The liability insurance requirement and the existence or limits of any such insurance will not reduce or supersede Resident's obligations under this Housing Agreement, except to the extent Owner charges and Resident pays for a waiver of this insurance requirement as provided below. Resident is not obligated to purchase insurance from any specific provider and may arrange its own personal liability insurance policy from any insurer of Resident's choosing meeting the requirements of this paragraph, in which case Resident agrees to provide written proof of the required personal liability insurance coverage, including causing Owner and Manager to be listed as named interested parties on such insurance coverage, by mailing the proof of insurance to P.O. Box 18999, Atlanta, GA 31126 1399. Owner will provide instructions prior to move-in for submitting proof of insurance or purchasing a compliant insurance policy; Resident's failure to comply with these insurance requirements will be a breach by Resident with Owner reserving its remedies but will not give Resident any right of termination. If Resident fails or chooses not to provide sufficient proof of compliant personal liability insurance to Owner by the Start Date, or if Resident's insurance is cancelled during the term of this Housing Agreement, then Owner may, at its option, waive Resident's obligation to provide such insurance for Covered Losses; in such case, (a) Resident agrees to pay as consideration for this waiver up to $19.95 per installment as additional Rent during the remaining term of this Agreement, of which Owner would retain up to $5.00 per installment as an administrative fee and use the remaining portion to procure similar insurance for itself, and (b) for each Covered Loss which is actually covered by such insurance, Resident will be responsible only for any expense over $250,000. This waiver is not insurance, does not release Resident from liability for other damage or causes and does not cover Resident's personal property. Owner strongly recommends that Resident maintain insurance covering Resident's personal property or belongings, which Resident may elect to purchase. Neither Owner nor any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Resident or others by fire, theft or any other cause. Any personal property remaining in the bedroom space and/or apartment at the end of the Term or after earlier termination of this Agreement will be considered abandoned by Resident and may be disposed of by Owner at the risk and expense of Resident, with Owner maintaining a landlord's lien for unpaid rent as provided by law. Owner will not be liable or responsible for storage or disposition of the Resident's personal property. If there are multiple individuals comprising Resident, then all references to and obligations of Resident in this paragraph 8 will apply to each such individual, separately.

9. **Responsibility for Damage. Resident is solely responsible for any damage, defacement or loss arising within the assigned bedroom space. All assigned residents of an apartment are jointly and severally responsible for any damage, defacement or loss to common areas, other parts of the Property, fixtures or appliances, except where it is finally established that Resident or one or more other residents of the apartment were solely at fault for the entire loss, in which case such person(s) will be solely responsible.** Resident is fully responsible for the conduct of Resident's guests, visitors, licensees and invitees ("Guests"), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or property of third parties (including other residents) by such Guests.

10. **Prohibitions.** Firearms , weapons, explosives and illegal drugs of any kind are strictly prohibited anywhere on or about the Property, including within individual apartments and bedroom spaces and in community and parking areas (except government-issued service weapons carried by duly deputized law enforcement personnel). Discharging a firearm or displaying or possessing any weapon in a way that may threaten or alarm others, is prohibited anywhere at the Property. No gas or charcoal grill, nor any other open flame cooking or heating device, may be stored or used on any balcony, deck and/or patio at the Property or within 25 feet of any building, except permanently installed community grills provided by Owner. Resident will, and will cause Guests to: (a) comply with all federal, state, county and city laws, ordinances and/or regulations, including without limitation those relating to controlled substances and alcoholic beverages; (b) not act in any way that endangers the Property or the safety of any person, or that is intended to facilitate criminal activity; (c) not engage in disruptive conduct or allow any noise loud enough to be heard outside the apartment or in neighboring apartments assuming doors and windows were closed; (d) not place or keep any trash outside of the apartment, including on any balcony, deck or patio; (e) not damage, take or possess any property belonging to others without express consent; (f) not tamper or interfere with smoke detectors, sprinklers or fire alarms; (g) not injure the reputation of the Property or its residents, (h) not act or fail to act in any way that would cause an increase in the rate of insurance at the Property; (i) not engage in any activity which interferes with or decreases the use

SAMPLE

and enjoyment of the Property by other residents; and (j) otherwise obey the Community Policies and other rules applicable to the Property. Any single violation of any of the foregoing will be considered a material breach of this Agreement and will be good cause for immediate termination of the Agreement with all applicable charges continuing to come due.

11. **Cleanliness and Safety; Entry.** Resident agrees to maintain the assigned bedroom space, the apartment and the common areas of the Property in a clean, safe and sanitary condition, to exercise all due care in the use of same, to cooperate with Owner's efforts to provide a clean and welcoming environment for incoming residents of Resident's apartment if Resident occupies a multi-bedroom apartment or a double-occupancy bedspace, and to cooperate fully with the Property pest control program as requested. Without limiting the generality of the foregoing, Resident agrees: (a) to place all garbage, food waste, recyclables, and other refuse in proper containers and to remove them regularly; (b) not to allow any accumulation of trash or waste that could attract pests; (c) to keep floors, countertops, sinks, toilets, showers, appliances and other surfaces free of dirt, grime, mold, sticky substances, excessive dust and persistent or offensive odors; (d) to keep the kitchen and bathroom(s) free of excessive build-up of soiling, moisture or mildew; and (e) not to allow the accumulation of personal items that block hallways, doorways, windows or free access or ventilation. Resident will be responsible for the cost of treatment for bedbugs and similar pests to the extent Owner's pest control vendor reasonably determines that an infestation has originated within Resident's assigned space and during Resident's occupancy. Resident will place all trash in provided receptacles and will be responsible for the cost of cleaning the interior or exterior of the apartment if not kept in sanitary condition. When outdoor temperatures are below 40 degrees Fahrenheit, Resident will keep the apartment's heat turned on to prevent frozen or burst pipes, including during vacations. When outdoor temperatures exceed 85 degrees Fahrenheit, Resident will keep the apartment's air conditioning turned on and set to a reasonable temperature to prevent mold or mildew growth, including during vacations. Owner and its agents, employees and contractors may enter any apartment and bedroom space to perform routine maintenance, inspections, showings and other ordinary functions, provided that Owner will provide advance notice to residents of an apartment before such entry. Owner reserves the right to enter an apartment and any bedroom space without prior notice (including a passkey and/or disarming the alarm or other means of entry if locks have been changed) for emergency maintenance or repair purposes, or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property. Owner may confiscate any item deemed to cause a danger and is under no obligation to pay compensation for or to return such items.

12. **Residential Use; Mobility Devices; Pets.** The bedroom space and apartment may be used solely for private residential purposes and for no other purposes. Resident may not carry on any business or other enterprise from the bedroom space or apartment, nor use any Owner-provided Internet connections for business purposes. Resident may place no signs, placards or other advertisement of any character in the bedroom space or apartment, nor display anything in an apartment or bedroom space that is visible from outside the Property or the apartment. Resident may not place any mobility device in or adjacent to any indoor area at the Property, and may not connect any such device or vehicle to a Property electrical outlet except a designed electric vehicle charging station which may be made available in Owner's discretion. Pets are permitted in or about the Property only in specified apartments as Owner may in its discretion allow residents to maintain, in each case only following Owner's signature on a Pet Addendum for a dog or cat, which requires payment of a registration fee and pet rent as provided in the Pet Addendum. Owner may limit the number of animals in any apartment. All other pets are prohibited anywhere at the Property, except fish in small tanks to the extent approved by Owner in its sole discretion. Violation of the pet policy will subject Resident to deep-cleaning and daily administration fees in Owner's discretion and may be considered as a termination of this Housing Agreement by Resident.

13. **Guests; Occupancy Limits.** No more than one person may occupy a bedroom space, except for minor children for whom the Resident is the parent or legal guardian with Owner's consent and with consent of apartment-mates as applicable. If Resident desires to have an Overnight Guest (any person staying in the Resident's assigned bedroom space or apartment for more than three total nights in any 30-day period), then Resident must register the Overnight Guest(s) with Owner. Resident may not have Overnight Guest(s) for more than three consecutive nights, nor for more than six total nights in any 30-day period. In the event any unregistered or unauthorized Overnight Guest(s) are identified to be in or using an apartment or bedroom space, Owner may assess against the Resident a fee of $60 per night, in addition to the right of Owner to declare Resident in material breach of this Agreement and pursue other available remedies. Although Resident may have Guests from time to time, Owner reserves the right to restrict the number of persons permitted in or about an apartment at any time in Owner's discretion, to protect safety and the quiet enjoyment of other residents. Guests may park only in designated guest parking areas, if any, and no Guest's vehicle may remain at the Property for more than three days.

14. **Parking.** Parking, if any, is governed by a separate addendum between Resident and Owner, under which Resident may receive a non-exclusive, undivided limited permit to use one non-reserved parking spot at any time in the Property's parking designated facilities (subject to handicap and reserved parking restrictions) for the sole purpose of parking one personal, non-commercial vehicle, and for ordinary access to and from such parking garage over marked driveways. If Resident has contracted for parking, the parked vehicle must be properly registered and licensed and may not create a safety hazard. Vehicles improperly parked or appearing abandoned may be towed at the vehicle owner's expense. This paragraph creates a limited use license and not a bailment. Resident assumes all risk and responsibility for damage to any parked or moving vehicle and any personal property contained in it, and the vehicles or other personal property of others, in connection with any use of parking areas and irrevocably waives, on behalf of Resident and the vehicle owner, any right of subrogation against Owner, Manager and their employees with respect to any loss or damage to vehicles or contents. Unauthorized or improperly parked vehicles will be towed at the risk and expense of the vehicle owner. Owner is not responsible for any damage to vehicles or property contained in vehicles. Owner reserves the right to revoke or restrict parking rights in the event Resident violates this paragraph or the Agreement.

15. **Smoking.** Smoking or vaping, or burning candles or incense, inside any apartment, hallway, elevator, breezeway, stairwell, balcony, patio or other indoor or adjacent area by Resident or his or her guest(s) is prohibited. In the event that Resident or any guest smokes, burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining

SAMPLE

or odor on walls, carpeting or other portions of the premises, a persistent odor in the apartment that necessitates ductwork cleaning or the removal of carpeting and padding despite an apparent clean appearance, all such damage and repair cost will be considered extraordinary damage beyond normal wear and tear and is the responsibility of the Resident. Therefore, Resident agrees that any smoking in an apartment will subject the residents to a deep-cleaning fee as identified in the Community Policies, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage, in addition to Owner's other remedies for breach of this Agreement.

16. Maintenance, Alteration and Repair

(a) Resident is responsible for and agrees to take good care of the premises, fixtures and all common areas. Resident may not remove any of Owner's property and will not perform any repairs, upgrades, painting, wallpapering, electric changes or other alterations of the premises without prior written consent from Owner. Resident will be responsible for damage from waste stoppages caused by foreign or improper objects or improper use in lines serving bathrooms, damage to fixtures, appliances, doors, windows, screens, damage from water faucets left on or from doors left open, and repairs or replacements to alarm devices necessitated by misuse or damage by Resident and/or guests. Extraordinary appliances or furnishings such as satellite dishes, hot tubs, pool tables, water beds or high utility-consuming devices may not be installed or placed on the premises or anywhere at the Property without Owner's prior written consent, in its sole discretion.

(b) In the case of a malfunction of any utilities or damage by fire, water or similar cause, or any water leak, suspected mold or microbial growth, electrical problem, broken glass, broken lock or any other condition that Resident reasonably believes poses a hazard to health and safety, Resident must promptly notify Owner in writing. Owner will act with reasonable time and diligence in making repairs and reconnections; Resident may not withhold or reduce payment of rent or other charges during such time. Maintenance and repair requested by Resident will generally be performed between 8am and 8pm, unless the work is considered an emergency, in which case work may take place at any time. Owner may temporarily disconnect equipment or utilities to avoid property damage and/or to perform repairs requiring such interruption, in Owner's sole discretion. Owner will not be liable for any inconvenience, discomfort, disruption or interference with Resident use of the premises because of ongoing repairs, alterations or improvements to the Property or any apartment.

(c) Following move-in, Resident is responsible for providing and changing all light bulbs and batteries (for smoke detectors and remote controls) in the assigned apartment. A written maintenance report requesting assistance in changing these items may be submitted for maintenance staff assistance, with extra charges payable by Resident as applicable per Owner's published rates. From time to time, maintenance staff may enter the assigned apartment with or without notice to inspect and change furnace filters and to provide pest control.

17. Management; Community Policies. Owner may retain employees and management agents from time to time to manage the Property, and Owner's agent may retain other employees or contractors. Resident, on behalf of himself or herself and his or her Guests, agrees to comply fully with all directions from Owner and its employees and agents, and the rules and regulations (including all amendments and additions thereto, except those that substantially modify the Resident's bargain and to which Resident timely objects) as contained in this Agreement and the Community Policies of the Property. **The Community Policies are available at https://theyorktowson.com/policies.pdf or on request from the management office and are considered part of this Agreement.**

18. Breach by Resident. Upon any breach by Resident of this Housing Agreement or a prior agreement between Resident and Owner or its affiliates, including community policies, Owner may without separate demand or notice except as provided by law, and in addition to other lawful remedies, do any one or more of the following: (i) collect any charge under this Housing Agreement or community policies, including reimbursement for costs of collection; (ii) terminate this Housing Agreement and/or Resident's right to occupy the premises, and/or institute an action for eviction; (iii) sue to collect all past due charges and/or unpaid rent and other charges which become due through the End Date or until the bedroom space and all other bedroom spaces at the Property have been filled, with recovery by Owner of any discrepancy in rent rate and any expense incurred in obtaining the new resident contract; (iv) report any information to credit reporting agencies. Without limitation, Owner may terminate this Agreement for non-payment of rent or other charges, or upon any conduct by Resident that is prohibited by or in breach of this Agreement, or if, in the reasonable judgment of Owner, continued residency will or may be detrimental to the educational process or the health, safety and/or welfare of the other residents of the Property or any of the Property's personnel. Upon any termination as described in this paragraph, Resident: (a) must fully vacate the bedroom space and apartment (including removing all personal belongings) within the time provided in the written notice given by Owner, and will have no further use of or access to the Property, the assigned apartment or bedroom space; and (b) will be fully responsible for all rent and other charges as if the Agreement had been terminated by Resident as described in paragraph 5. Owner's termination for breach will not limit its claim for damages resulting from Resident's breach. Owner's acceptance of rent or other payment following notice to vacate or during the pendency of a legal action will not waive or diminish Owner's rights under this Agreement or law unless separately and expressly agreed by Owner.

19. Assumption of Risks; Liability. Resident ASSUMES ALL RISKS associated with use of the Property, and to the full extent permitted by law, agrees to hold harmless, release, defend and indemnify Owner and its affiliates, members, partners, officers, agents, management company and its and their respective employees ("Released Parties") from all loss, liability and/or claims for injury, illness or death to persons or damage or theft to property arising in whole or in part from: (i) the negligent acts, omissions or intentional wrongdoing of Resident or his/her Guests; or (ii) the use, occupancy, presence at or other interaction with the Property or any part or contents thereof by Resident or his or her Guests, including without limitation those injuries and damages caused by a Released Party's alleged or actual negligence or by breach of any express or implied warranty, all except solely to the extent of Owner's liability expressly arising under applicable law and to the extent such liability may not be waived or released under law. The Released Parties will not be liable for injury, damage or loss caused by criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties.

SAMPLE

Resident agrees to indemnify each Released Party for any injuries to Resident or any Guest or other person or property that arises in connection with occupancy or use by Resident or any Guest of Resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorneys' fees and costs and expenses as allowed by law, that a Released Party incurs or may incur as a result of any breach of this Agreement by Resident. The forgoing will be binding to the fullest extent permitted by law.

20. **Safety Precautions.** Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property, the bedroom space or any apartment, or the effectiveness or operability of any security devices or safety, health or security measures at the Property, the bedroom space or any apartment. Resident acknowledges that Owner neither warrants nor guarantees the safety or security of residents or their Guests against any criminal or wrongful acts of third parties. Resident and his or her Guests are responsible for protecting their own respective person and property and hereby release Owner and its agents, employees and representatives for any and all damage to person and property. Owner's safety measures are neither a warranty of safety nor a guaranty against crime or of a reduced risk of crime. Resident acknowledges that security devices or measures may be changed or removed by Owner without notice or compensation, and/or may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property notwithstanding these devices. Resident agrees to immediately notify Owner's representative of any malfunctions involving locks and life-safety building components. Should Resident become seriously injured or imperiled at the Property, Resident authorizes Owner and its agents to call 911 Emergency at Resident's expense, without legal obligation to do so.

21. **Abandonment.** If the assigned bedroom space or an apartment is abandoned or Resident's right to use them has been terminated, Owner may, without notice, secure the bedroom space and/or apartment with new locks, store or dispose of any personal property left in the bedroom space or apartment by Resident or Resident's Guests, and re-assign the bedroom space and/or apartment to others for use. Any such abandoned property or personal possessions will be stored and disposed of by Owner as provided by law. Owner, in its sole reasonable discretion in accordance with applicable law, will determine when a bedroom and/or apartment is abandoned, which may take into consideration any one of the following: the removal of personal property from the bedroom space other than in the usual course of continuing use, the failure to pay housing charges or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Owner or its representatives.

22. **Vacating at End of Term; Renewal. This Agreement does not automatically renew, and Owner is not obligated to renew it.** Owner reserves the right to contract with others for the premises at any time, for occupancy commencing after the End Date. The parties mutually agree that Resident's tenancy and right of occupancy will end automatically on the End Date and that this provision constitutes notice of termination on the End Date. Upon termination or expiration of this Agreement for any reason, Resident will immediately vacate and relinquish the bedroom space and entire apartment, and all of Owner's fixtures, in a clean and sanitary condition, including removing all trash. Resident will pay all utility and service bills to the bedroom space and apartment (except those provided by Owner as specified above) and cancel all utility accounts in the name of Resident. Resident will return to Owner all keys issued to Resident by Owner. If all keys issued to Resident are not returned promptly to Owner, Resident will pay all costs associated with re-keying or reprogramming locks for the bedroom space and/or apartment, along with the cost of key replacement. If Resident fails to vacate the bedroom space and apartment by the end of the Term or upon earlier termination of the Agreement, Resident will pay an administrative fee in the amount of $300.00 plus agreed holdover charges equal to three (3) times the daily pro-rated housing charges during the Term (but not more than the amount provided by law), plus associated expenses, including attorneys' fees as allowed by law. In no event after termination or expiration of this Agreement will it be deemed to be renewed or extended.

23. **Renewal of Residency**. If this Housing Agreement is a renewal of Resident's residency at the Property to follow the expiration of another valid agreement with an End Date that is no more than one day earlier than the Start Date of this Housing Agreement, then: (a) the Start Date of this Housing Agreement will be deemed to take place simultaneously with the expiration of the prior agreement, so that this Housing Agreement begins immediately upon the expiration of the term of the prior agreement; (b) if Resident is assigned by Owner to a different apartment or bedroom for the new term under this Housing Agreement, Resident agrees to relocate promptly to the newly assigned space and to relinquish occupancy of the prior space on the date specified by Owner; and (c) without limiting the generality of Resident's obligations under paragraph 11, Resident will be responsible (jointly and severally with any other renewing residents of Resident's apartment then in legal possession) for any costs incurred by Owner should Owner be required due to Resident's incomplete cleaning, damage or other use to repeat any make-ready work, move-in preparations or improvements with respect to any apartment-mate move-in occurring within 14 days after Owner's initial completion of such work, preparations or improvements.

24. **Casualty Loss.** If in Owner's reasonable judgment the premises or the Property is materially damaged by fire or other casualty, Owner may terminate this Agreement within a reasonable time after such determination, by written notice to Resident, in which case Owner will refund prorated, pre-paid rent and all deposits less lawful deductions unless Resident and/or Resident's guest(s) caused the casualty, in which case all funds on account will be applied to all applicable charges related to the damages and Resident will be responsible for the balance of all charges for repairs. If following a fire or other casualty Owner has not elected to terminate this Agreement, Owner will rebuild the damaged areas within a reasonable time, and during such reconstruction, Resident will be provided a reasonable rent reduction for the unusable portion of the premises unless Resident and/or Resident's guest(s) caused the casualty.

25. **Guarantor Information, Notice.** Owner reserves the right to notify any Guarantor of any action taken or notice given with regard to Resident under this Agreement. If Resident or Guarantor has supplied information by means of an application for residency, guaranty of payment or other documentation, Resident and Guarantor, as the case may be, represent that such information is true and correct and given voluntarily and knowingly. Owner and its management agent reserve the right to release any such information and/or Resident's account history to law enforcement, government officials, lenders and prospective purchasers of the Property.

SAMPLE

26. **Use of Likeness**. As part of the consideration for this Housing Agreement, Resident authorizes Owner and its affiliates to make photographs and video recordings of Resident in community and resident amenity areas, and irrevocably grants Owner and its affiliates a royalty-free license to use Resident's image and likeness for all lawful purposes, including promotional purposes in advertising, video, web, social media and other formats.

27. **Multiple Bedroom Spaces.** If this Housing Agreement expressly identifies more than one bedroom space in a multi-bedroom apartment as assigned to Resident on page 1, then: (a) references to a "space" or "spaces" will be deemed to refer to all of the spaces assigned to Resident, or to the entire apartment if all of the bedrooms in an apartment are assigned to Resident; and (b) if Resident is assigned fewer than all of the bedroom spaces in an apartment, use of common areas will continue to be shared with other residents of the apartment and any calculation of Resident's share of any charges assessed pro rata to all residents of an apartment will be made by dividing the number of bedroom spaces assigned to Resident by the total number of occupied bedroom spaces within the apartment.

28. **Credit Building/Reporting; Fee; Opt-Out**. Unless Resident elects to opt out of participation, Owner will arrange Resident's participation with a third-party credit reporting and financial tool (currently provided by Simplified Business Group, LLC d/b/a Rent Dynamics) to report Resident's positive rent and/or utility payments to one or more consumer reporting agencies (e.g., Equifax, TransUnion and/or Experian) for Resident's benefit, with the goal of assisting in building a positive credit history, and Resident hereby consents to such credit reporting. Resident will pay Owner a non-refundable fee of $8.95 per each rent installment (per adult resident) coming due under the Agreement when this service is provided, as an element of Rent. Participation is optional and is not a condition of this Agreement. Resident may opt out of participation and further fees at any time prior to or during the term of the Agreement using any of the following methods: e-mailing support@rentplus.com, or calling 855-388-5314, or at https://my.rentplus.com/cancel-link following move-in, or by sending a written opt-out request c/o The Scion Group, 401 N. Michigan Avenue, Ste. 400, Chicago IL 60611. Resident's opt-out will become effective 10 days following receipt. Opting out of participation in this positive credit-reporting program does not affect the rights of Owner and its collection agent to engage in consumer credit reporting regarding any unpaid account balance. Terms of the credit reporting service apply; current terms are available at https://www.rentplus.com/terms-of-use/ and may be revised from time to time (including a change in the provider of such service) following 30 days written notice to Resident; if Resident does not opt out of participation within that time, Resident will be deemed to have agreed to the new or updated terms.

29. **DISPUTE RESOLUTION; MANDATORY ARBITRATION; Class Action Waiver.**

(a) Claims Subject to Arbitration. Except as expressly provided below, the parties agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Agreement or a similar prior agreement, the Property or the relationship between Resident and Owner or Manager (including matters occurring prior to the date of this Agreement and disputes also involving third parties) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability.

(b) Arbitration Process. Any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association, as modified herein, to the extent such modifications are not prohibited by the Arbitration Rules. The arbitration will be conducted in Baltimore, Maryland. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The parties to the arbitration will not request, and the arbitrator will not order, that any discovery be taken or provided, including depositions, interrogatories or document requests, except to the extent the amount in controversy exceeds $50,000. The parties will use best efforts to conclude arbitration within three months of the date the arbitrator is appointed. The arbitrator's findings, reasoning, decision, and award will be stated in writing and based upon applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction or contains a monetary award in excess of $100,000, the award will be reviewable on appeal initiated by filing notice of appeal with the AAA office within 30 days of the award, governed by the AAA Optional Appellate Arbitration Rules and conducted by a panel of three new arbitrators, ruling by majority, under the procedure for appointment from the national roster of arbitrators. Unless the applicable Arbitration Rules require otherwise, arbitration fees and costs will be shared equally by the claimant(s) and respondent(s), respectively, in any arbitration proceeding. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties will agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. *Because this Agreement memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.*

(c) Matters Excluded from Arbitration. The following matters will not be subject to arbitration but will instead be adjudicated in the courts of Baltimore County, Maryland or such other court in which jurisdiction and venue are proper: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by Owner or its assignee for collection of amounts owed by Resident under this Agreement; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in that court in lieu of arbitration. The parties agree that if any claim brought in court arises out of an underlying dispute that is subject to arbitration, at either party's request the judicial action will be stayed pending completion of the arbitration.

(d) Right to Opt Out of Arbitration. RESIDENT MAY OPT OUT OF THE FOREGOING ARBITRATION PROVISIONS BY SENDING EXPRESS WRITTEN NOTICE (VIA CERTIFIED US MAIL OR RECOGNIZED COURIER SERVICE)

SAMPLE

ELECTING TO OPT OUT OF ARBITRATION PROVISIONS, WITHIN 30 DAYS OF RESIDENT'S EXECUTION OF THIS AGREEMENT, to: The Scion Group, Attn: Legal Department, 401 N. Michigan Ave., Suite 400, Chicago IL 60611. If Resident timely opts out, paragraphs 29(a), (b), (c) and (f) will not apply.

(e) Applicable Law; Attorney Fees. All claims and disputes, including those adjudicated in arbitration or in court, will be governed by the internal laws of Maryland with respect to contracts made or events occurring therein. The substantially prevailing party in any dispute between the parties (including in arbitration) may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees, to the extent permitted by applicable law.

(f) Class, Collective and Representative Action Waiver THE PARTIES AGREE THAT COVERED CLAIMS WILL, AT EITHER PARTY'S ELECTION, ONLY BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT EACH WAIVES THE RIGHT TO PARTICIPATE IN OR RECEIVE COMPENSATION FROM ANY CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NO PARTY MAY BRING A CLAIM ON BEHALF OF OTHER INDIVIDUALS; ANY ARBITRATOR HEARING A COVERED CLAIM MAY NOT COMBINE MORE THAN ONE INDIVIDUAL'S CLAIM OR CLAIMS INTO A SINGLE CASE OR TO ARBITRATE ANY FORM OF A CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. SHOULD ANY PORTION OF THE FOREGOING WAIVER BE FOUND INVALID, THE REMAINING PORTION THAT IS VALID WILL BE ENFORCED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

(g) **Intentionally omitted.**

(h) Severability and Survival. To the extent any provision of this paragraph 29 is found to be unenforceable, it will be severed so the parties' intent to arbitrate will survive and arbitration will proceed without such provision. All of the terms and provisions of this paragraph 29 will survive the termination or expiration of this Agreement.

30. Miscellaneous. Failure of Owner to insist upon strict compliance with the terms of this Agreement will not constitute a waiver of Owner's rights to act on any violation. Owner's rights are cumulative and the exercise of any remedy by Owner will not exclude or waive the right to exercise any other right or remedy. Time is of the essence in the performance of this Agreement. Owner and its agents and affiliates make no representations or warranty as to the character or standing of any other residents of the Property. The lien of Owner's lender(s), if any, on the Property may be superior to Resident's rights as a resident and this Agreement may be made subject to the rights of such lender(s). Resident may have special statutory rights to terminate this Agreement early in certain situations involving military deployment or transfer, family violence, sexual assault or sexual abuse. This Agreement and any attached and signed addenda constitute the entire agreement between the parties and no oral statements will be binding. If any provision of this Agreement requires the permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner or its designated agent or representative or may contain such conditions as Owner deems appropriate and will be effective only if Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Any amendment to this Agreement, other than a change to the Community Policies, must be in writing and signed by Resident and Owner or its authorized agent. If any provision of this Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect. **Any notices required by law to be delivered by Owner to Resident, including, without limitation, any notices required by Maryland statues for enforcement of Owner's rights under this Agreement, may be delivered by electronic means, including by email and through Resident's electronic portal at the Property, and Resident hereby consents and agrees to the transmission and receipt of such notices by electronic means in addition to any other mode of transmission authorized by law.**

31. Specific Provisions and Notices.

Any notices required by law to be delivered by Owner to Resident, including, without limitation, any notices required by Maryland statues for enforcement of Owner's rights under this Agreement, may be delivered by electronic means, including by email and through Resident's electronic portal at the Property, and Resident hereby consents and agrees to the transmission and receipt of such notices by electronic means in addition to any other mode of transmission authorized by law.

SAMPLE

[signatures on page 1]

The York is an Equal Opportunity housing provider.

MULTIFAMILY NEW TENANT NOTIFICATION FORM

Dear Baltimore County Tenant & Landlord,

Below is a list of Baltimore County's most common code and zoning regulations. Please review this form and keep for your records.

- Grass and weeds must be kept below 8 inches.
- All trash/garbage must be stored in containers with tight fitting lids **at all times**. This includes when being placed out for pickup. Bulk items can be discarded at a county drop off facility.
- All vehicles on the property must be tagged and operable.
- The owner/property manager and resident must keep the property free of rat harborage. It is recommended that you inspect your entire property weekly to assure that rat harborage is not occurring. Rat holes are a common indication that rats are present on your property. If rat holes are found, you must contact a professional exterminator.
- Tenants must remove dog feces daily and not allow feces to become excessive. Feces must not become a food source for rats.
- For Carbon Monoxide Alarms: Tenant must replace the batteries in the alarm as needed, and notify management in writing immediately of any malfunctions or other problems with the carbon monoxide alarm. Upon receipt of such notice, the owner must repair or replace the alarm.
- If potential livability violations occur, we ask that you communicate these issues with your landlord. If the issues are not resolved in both a timely and satisfactory manner, you may open a case with Code Enforcement by calling 410-887-3351.

Please note that this is not a complete list of all Baltimore County Code & Zoning Regulations. To review additional codes and regulations, or to file a Code Enforcement complaint, please visit our website at www.baltimorecountymd.gov/codeenforcement.

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Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

MARYLAND TENANTS' BILL OF RIGHTS

(Effective October 1, 2025)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it annually. The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed at the end of this document. The Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs drafted this document, not your landlord.

Landlords must attach the latest version of this document to every residential lease. (Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

This document summarizes significant rights of tenants under Maryland law. It is not a complete list of every tenant right. It does not cover every detail, exception, or difference that may apply on a case-by-case basis.

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research through Maryland Court Help Centers and The Peoples' Law Library of Maryland
- Consulting with an attorney

Some local jurisdictions within the state may offer additional rights to residential tenants. But the rights in this Maryland Tenants' Bill of Rights apply to all residential tenants in Maryland unless specifically noted otherwise.

This is general information and does not constitute legal advice. You are encouraged to speak with an attorney if you have questions about your rights as a tenant. Contact information for legal services is listed at the end of this Bill of Rights.

1. RENTAL APPLICATIONS

Application fees:

- Landlords who rent five or more units can only keep a maximum of $25 for an application fee, unless their actual application related costs (such as credit checks) are more than $25.
- If a landlord charges more than $25 but their costs were less than the amount charged, they must refund the portion of the application fee that was not used for application-related costs.
- The refund must be made within 15 days of one of the following:

SAMPLE

- The tenant moved into the unit, or
- The landlord or the applicant gives written notice that the applicant will not rent the unit.

Application expenses:

- Applicants may ask the Landlord for a list of the application expenses.
- The list must include monetary amounts and descriptions of each expense.

Tenant screening report:

- Some landlords may choose to accept a tenant screening report that was:
  - Prepared by a consumer reporting agency within the 30 days before application is submitted,
  - Prepared by a consumer reporting agency, and
  - Obtained and paid for by the tenant.
- If a landlord accepts such a report, they may not charge you an application fee.

Pet policy:

- Landlords must include a written copy or a summary of their pet policy in their rental application form.
- The pet policy must include:
  - Any breed or weight restrictions.
  - Any limit on the number of pets allowed.
  - Any required fees, including:
    - Up front non-refundable pet fees,
    - Refundable pet deposits, and
    - Monthly pet fees.
  - Any vaccination requirements.
  - Any liability insurance requirements.
  - Any additional requirements

Assistance Animals:

SAMPLE

- Assistance animals are not pets and are always allowed, regardless of your landlord's pet policy. An assistance animal is an animal that:
    - works, provides assistance, or performs tasks for the benefit of a person with a disability, or
    - provides emotional support that reduces one or more identified effects of a person's disability,
- If you have an assistance animal, your landlord can't charge an additional application fee or additional security deposit for your assistance animal. Your landlord can charge you repair fees if your assistance animal causes damage to your unit or common areas.
- Landlords may ask for information that allows them to evaluate a request for an assistance animal if:
    - Your disability is not obvious, and/or
    - Your need for an assistance animal is not obvious.

(Real Property Article of the Maryland Code, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604)

2. LEASES & TENANCIES

Written lease requirements:

- A landlord who rents five or more units in Maryland is required to use a written lease.
- A landlord who rents four or fewer units in the state is not required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.
- If your landlord gives you a written lease, it must include:
    - A statement of the condition of the property
    - An explanation of who is required to pay for heat, gas, electricity, water utilities and make repairs of the premises
    - A receipt for your security deposit
    - A copy of the most recent version of the Maryland Tenants' Bill of Rights
    - Contact information for the landlord or the agent authorized to receive notices and service of process on the landlord's behalf (unless posted in a noticeable place on the property).
- Local jurisdictions may require additional information in leases.

A lease may not include:

SAMPLE

- Anything that requires you to allow the landlord to "confess judgment" (agree in advance to let the landlord win a claim) on a claim arising out of the lease.
- Anything that says you give up your legal rights under the law or your right to a jury trial.
- Any provision that shortens any notice period required by law.
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law.

An automatic renewal term in a lease must:

- Be separate from other parts of the lease.
- Be signed or acknowledged separately by you.

Ending tenancy:

- For the landlord to end your tenancy:
    - For a written lease with a stated term, the landlord must give you at least 60 days written notice before terminating the tenancy.
    - For month-to-month periodic tenancies, the landlord must give you at least 60 days written notice before terminating the tenancy.
    - For year-to-year periodic tenancies, the landlord must give at least 90 days written notice before the tenancy ends.
- For you to end your tenancy:
    - For leases with a stated term, month-to-month tenancies, and all other tenancies except year-to-year tenancy, you must give at least 30 days written notice before terminating the tenancy, unless the lease requires more time.
    - For year-to-year tenancies you must give at least 90 days written notice before terminating the tenancy. (This requirement does not apply in Baltimore City where tenants are only required to provide 30 days notice to end all tenancies.)

Ending your lease early due to abuse:

- If you have experienced abuse, you can end your lease early by giving notice to your landlord. The notice must include
    - A copy of a final protective order or peace order issued by the courts, or
    - A copy of a report from a qualified third party like a doctor, psychologist, social worker, or an advocate from a domestic violence organization.
- After providing notice, you have up to 30 days to move out.
    - You are only responsible for the rent from the notice date until you move out, which may be less than 30 days.

SAMPLE

- If you move out in fewer than 30 days, you must give your landlord a signed, notarized, and written notification that you have moved out. The notification must be hand delivered or sent by first class mail.
- If you do not give your landlord this notice, you will be responsible for the rent for the full 30 days.

If the lease ends and no one gives notice:

- If neither side gives notice, your lease may automatically renew or become month-to-month, depending on the terms of your lease.
- Less common tenancies like week-to-week, year-to-year, or farm tenancies have different notice requirements.

(Real Property Article of the Maryland Code, Sections 8-5A-01, 8-5A-02, 8-5A-03, 8-208, 8-210, and 8-402; Baltimore City Public Local Law Section 9-16)

3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee, but it cannot be more than 5% of the late rent amount. You cannot be charged a late fee on partial rent payments paid on time.
- Your landlord must give you a receipt for your rent payment if you pay rent in cash or if you ask for a receipt.
- Rent Increases:
  - Your landlord may only increase your rent when your lease is renewed.
  - In most cases, they must tell you in writing 90 days in advance of any rent increase.
  - Some local jurisdictions may limit how much rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
  - Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, 8-208, and 8-209)

4. UTILITIES

Your unit must offer heat, light, electricity, hot and cold water, and proper sewage disposal. However, your landlord is not responsible if these utilities are not available because you have not paid bills that are your responsibility.

SAMPLE

If your lease requires you to pay utilities directly to your landlord, your landlord must

- Give you copies of the monthly utility bills or,
- At the beginning of each lease term, give you in writing the total utility costs billed to the landlord for the previous year. Annual costs for water, sewer, gas, and electricity bills for the previous year must be provided separately.

Some landlords in larger buildings use a Ratio Utility Building System (RUBS) where tenants are charged a portion of the building's total utility costs. If your landlord uses RUBS, they must:

- Tell you before you sign your lease that they use RUBS,
- Provide copies of the last two utilities bills, and
- Describe how they calculate your share of the total utility costs.

(Real Property Article of the Maryland Code, Sections 8-208, 8-211, 8-212)

5. SECURITY DEPOSITS

Maximum deposit:

- In most cases, a landlord may not require you to pay a security deposit higher than one month's rent.
- You may offer a larger security deposit if your rental application would be denied based on credit or rental history.
- Your security deposit may be up to two months' rent If:
    - You signed your lease before October 1, 2024 or
    - If you qualify for utility assistance from the Department of Human Services and lease agreement requires you to pay utilities directly to the landlord.

What is a security deposit:

- A "security deposit" is any payment you give to the landlord, including pet deposits, to protect the landlord against
    - Unpaid rent
    - Property damage to the unit, common areas, major appliances, and furnishings
    - Damage due to lease violations

Payment rules:

- Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.

SAMPLE

- The landlord must keep your security deposit in an interest-paying bank account.
- The landlord must give you a written receipt, which must be included with the written lease.
- The landlord must inform you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

Move-out inspection at end of tenancy:

- In the move-out inspection, the landlord inspects the unit for damage that may reduce your security damage.
- If you plan to move out and want the right to be present during the inspection, you must send your landlord a certified letter at least 15 days before leaving. The letter should:
    - Say that you plan to move,
    - Share your move-out date, and
    - Include your new address
- At the end of your tenancy, your landlord must give you a written list of any charges deducted from the security deposit and documents supporting the charges.
- They must return the rest of your deposit with interest within 45 days.

Allowed deductions:

Charges a landlord may legally deduct your security deposit include:

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the deposit is not returned on time:

- If the landlord does not return your deposit or give you a written list of charges within 45 days after your lease ends, they may lose the right to keep any of the deposit.
- You may sue the landlord for up to three times the amount the landlord did not return.

(Real Property Article of the Maryland Code, Sections 8-203 and 8-203.1)

6. CONDITION OF RENTAL UNITS

Every rental property must be "fit for human habitation," meaning that it must be safe and suitable for people to live in. It must be free from serious defects or conditions that could cause a fire or are a serious and substantial threat to your life, health or safety.

SAMPLE

Reporting a problem:

- Notify your landlord in writing right away if you find a problem.
- You can also reach out to your local code enforcement agency and request an inspection.
- A citation or violation notice is considered written notice to the landlord.

Mold-specific requirements:

- Landlords must test for a mold within 15 days of receiving written notice of possible mold in your unit.
- If mold is found, the landlord must remove it and fix the cause within 45 days if possible.
- If the mold can't be fixed within 45 days, it must be fixed within a reasonable time frame after the mold is found.
- Landlords must keep you informed during the mold testing and repair process.

Repair and Access:

- Landlords must provide at least 24 hours of advance notice before entering your apartment, except in an emergency.
- You must provide your landlord with access to your property to make repairs.

If problems are not fixed:

If your landlord doesn't fix the problem within a reasonable time after you provide notice, and the problem threatens life, health, or safety you have options:

- File a lawsuit in District Court for damages and a decrease in rent.
- Refuse to pay rent and use the issues as a defense if the landlord sues you for rent.
- File a rent escrow case, which allows you pay rent to the court instead of the landlord until the problems are fixed.

Lead paint:

If lead paint is present in the unit, you may, in certain circumstances, have the right to:

- Receive money from your landlord for a temporary relocation
- Take legal action if your landlord does not assist with safe relocation

Living in your unit:

- You have the right to quiet enjoyment of your rental unit for the duration of your tenancy.

SAMPLE

- You have the right to move in and use the unit starting on the date listed in your lease.

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, 8-212, 8-215, and 8-220)

7. EVICTIONS

Your landlord may start the eviction process by filing a case in the District Court if you:

- Violate your lease
- Don't pay rent on time
- Don't move out when your lease ends

Court process required:

- Your landlord may not evict you unless the District Court has given the landlord the right to the property (called a judgment of possession) and issued an order to remove you (called a warrant of restitution).
- Efforts to evict you like changing the locks, shutting off utilities, or other similar actions to prevent your access to the unit or ability to live safely in the unit are not allowed.

Your rights in court:

- You have the right to attend any court hearing in an eviction case brought against you by a landlord.
- You may qualify for a free attorney through Maryland's Access to Counsel in Evictions program if your income is 50% of the Area Median Income or less. Call 211 or visit legalhelpmd.org to find out if you qualify.
- You can access legal counsel as soon as you receive notice that your landlord is seeking to end the lease or to start the eviction process.

Notice before eviction:

- If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court.
- In a "Failure to Pay Rent" eviction case, rent only includes the base rent. It may not include utility charges, maintenance charges or other penalties.
- A longer notice period may be required if you receive a housing subsidy funded by the state or federal government.
- Other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease may also require more notice.

Eviction requirements and stopping the eviction:

SAMPLE

- If the court rules against you, you have seven days to move out or the landlord can ask the court to issue a warrant of restitution to evict you by removing all of your property from the unit.
- In most cases, you can stop the eviction by paying all past-due rent and any court costs the court orders you to pay before the eviction is carried out. This is called the "right of redemption."
- Redemption may not be an option if:
    - you have had three (four in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case, and
    - your landlord asks the court not to allow you to redeem.
- Your landlord must give you written notice before the initial scheduled eviction. Six days is required under state law. Your local jurisdictions can the number of days required but it must be between four and 14 days of notice before the initial scheduled eviction.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, 8-407, and 8-902)

8. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when your landlord doesn't fix a major issue that stops your use and enjoyment of your rental unit and you move out instead.

When it applies:

You may not be responsible for the rent if you can prove all of the following:

- Your landlord's actions or neglect cause the major issue that disrupted your use and enjoyment of your unit.
- You told your landlord about the issue.
- You gave the landlord a reasonable amount of time to fix it before you moved out.
- You moved out within a reasonable time after your landlord failed to fix a major issue.

Before moving out, you should consult with an attorney. If you can prove construction eviction,

- Your lease will be considered ended (terminated).
- You will not be responsible for paying rent after you move out.
- You may be able to sue your landlord for your losses-- including moving costs, rent differences, attorney fees, and other related expenses.

What landlords must do to avoid constructive eviction:

SAMPLE

- Landlords must avoid substantial interference with the tenant's enjoyment of their rental property,
- Ensure the rental property is safe and livable.
- Generally respond to tenant complaints promptly to avoid legal and financial consequences.

9. TENANT RIGHT OF FIRST REFUSAL

The "right of first refusal" (a legal term) means you get the first chance to buy the property you rent before the landlord sells it to someone else.

When it applies:

- You are a named tenant on the lease.
- You have lived in a rental property with 1, 2, or 3 units for at least six months.
- Your landlord plans to sell the property or receives an offer to buy it from a third party.

However, this rule does not apply in certain situations, such as when the landlord transfers the property without selling it, including transfers:

- To a family member
- To a business owned by the landlord
- Under court order

Notice process:

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it.

- You have 30 days from the date of the notice to make an offer to buy the property or decline.
- If you make an offer with the same or better terms than those in the notice, your landlord must accept it.
- If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

SAMPLE

10. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of:

- Race
- Color
- Religion
- Sex
- Disability
- Marital status
- Familial status
- Sexual orientation
- Gender identity
- National origin
- Source of income
- Military Status.

Some local jurisdictions may provide additional anti-discrimination protections.

Retaliation:

A landlord may not retaliate, or threaten to retaliate, against you for:

- Making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property.
- Filing or participating in a lawsuit involving the landlord.
- Participating in a tenants' organization.
- Requesting police or emergency services at the property.
- Providing information to the landlord relating to lead paint issues.

Retaliation may include actions such as:

- Filing or threatening to file a lawsuit against you.
- Threatening to notify law enforcement about your immigration status.
- Increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities).
- Failing to make necessary repairs, or terminating your tenancy, among other things.

SAMPLE

It is a crime for anyone, including landlords, to attempt to take money, property, labor, services, or anything of value by threatening to notify law enforcement about your immigration status.

Notice requirements before your landlord can enter your unit:

Unless your lease says otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters.

- Your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs
- They can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency.
- You can give your landlord written permission to enter your home with less than 24 hours notice.

Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(42 U.S.C. Sections 3601, et seq.; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-204, 8-208.1, and 8-208.2; Criminal Law Article of the Maryland Code, Section 3-701)

Exceptions to the protections of these laws exist in certain circumstances.

11. RESOURCES

Office of Tenant and Landlord Affairs
Maryland Department of Housing and Community Development

Website: Office of Tenant and Landlord Affairs (dhcd.maryland.gov/Tenant-Landlord-Affairs)
Phone: 855-511-3423
Email: otla.dhcd@maryland.gov

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords

SAMPLE

- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

Maryland Commission on Civil Rights (MCCR)
Website: mccr.maryland.gov

MCCR investigates housing discrimination complaints.

Maryland Access to Counsel in Evictions (ACE) Program

Contact Information: Call 211 or go to Legal Help Maryland (LegalHelpMD.org)

ACE provides free legal representation to income eligible renters at risk of eviction, has lost or is at risk of losing their housing voucher or subsidy.

Maryland District Court Self-Help Centers

Contact Information and Hours varies by location:
Website: District Court Help Centers (courts.state.md.us/helpcenter/inperson/dc)
If you are unable to go in person, call 410-260-1392 for assistance.

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.

The People's Law Library of Maryland
Website: The People's Law Library of Maryland (peoples-law.org)

The People's Law Library is a legal information and self-help website maintained by a court-related agency of the Maryland Judiciary. It's also supported by Maryland's nonprofit legal service providers, pro bono attorneys, and law schools.

Services provided:

- The website provides general information about the law to people representing themselves in court.
- They offer a directory of legal service organizations who may be able to assist you in resolving your civil legal problems.

SAMPLE