

SEAGATE RENTALS WEEKLY GROUP RENTAL AGREEMENT

P.O. Box 774 Berlin, MD 21811

Placing a reservation confirms your acceptance, agreement and understanding of these terms and conditions.

- A signed rental agreement is required to occupy the unit. A complete list of all occupants must be supplied prior to occupancy. Person reserving this property must be the person checking in, or Seagate Rentals has the right to refuse occupancy and treat this reservation as a cancellation and retain deposit. The property must be occupied by the guest identified herein and all occupants of the premises shall be supervised by that guest for the entire duration of the rental period. The occupancy shall not exceed the number identified as maximum occupancy on rental rate chart located on the weekly rental tab of the website. Guest agrees that this agreement may not be assigned or the property sublet for any reason. Violation of this provision shall be grounds for immediate eviction. Pets belonging to guests are prohibited. No animals of any kind are permitted at any time.

- **Reservations for groups of non-related adults may be made via the website, but you must contact us prior to making the reservation. To make a group rental please call us at 410-629-1570 between 9 a.m. and 5 p.m.**

- **Payment/Cancellations**

We require one half of the base rent plus the non-refundable \$60.00 administration fee within 7 days of making the reservation. Certified checks accepted for any payments. Personal checks will be accepted up to 30 days prior to occupancy. Visa and MasterCard are accepted up to 45 days prior to occupancy. Please call for information concerning credit card payments. Returned checks will incur a \$35.00 fee. If payment is not received by the afternoon of the 7th day, the reservation is cancelled without further notice. A lodging agreement will be sent upon receipt of initial payment. All terms and conditions of the agreement are binding from the date of mailing. Fill out and sign the lodging agreement and remit with balance of rent due on or before due date. Failure to pay balance due by date due may result in cancellation by Seagate Rentals and loss of all funds paid. Cancellations with refunds only within 14 days after making the initial hold. There will be no refunds after the 14th day unless property is rented and then a partial refund is given. The processing fee is non-refundable. All cancellations must be in writing. In the event of a cancellation, 5% of the gross rent will be charged if the property is re-rented for the full amount. If the rental is not re-rented at the full amount, the rental deposit will be forfeited. If a last minute reservation is made (within 30 days of arrival) there are no refunds for cancellations at any time. It is strongly recommended that you purchase vacation insurance if you feel for any reason that you might have to change your plans. The balance of the rental is due 30 days prior to check-in. Reservations made within 30 days of arrival require immediate payment in full via overnight mail in certified funds. All rates are subject to 6% Maryland tax and 4.5% County room tax. Seagate Rentals reserves the right to cancel any reservation prior to occupancy, and will in this event refund all monies received.

• **PREMISES/DURATION/RATE** - Check-in time is 4:00 p.m.; check-out time is 10:00 a.m. Cleaning may not be completed until 6 p.m. Guest is solely responsible for premise selection. If Guest chooses not to inspect the premises prior to paying the deposit, Guest agrees to accept the unit as is upon check-in. Guest may not reenter the premises to shower, change clothes, pack, etc. after check-out. Guest shall vacate the premises at the end of the term unless sooner requested to vacate due to violation of restrictions set forth below. Agent may enter the premises for repair or inspection at the Agent's discretion.

• **SECURITY DEPOSIT/LINENS** - Guest shall pay a security deposit of \$800.00 two bedroom apartments and \$600.00 for one bedroom apartments. Keys shall be returned to Seagate Rentals in Rick's Market at 6403 Coastal Highway, Ocean City, MD by 10:00 a.m. on check-out day. The security deposit shall be returned to Guest within forty-five (45) days of check-out unless Guest fails to return all keys by 10:00 a.m. on check-out day, requires unnecessary service calls, damages the premises or incurs other charges under this agreement. Agent does not provide lock-out service. Guest must provide linens, paper products and toiletry items.

• **RULES/RESTRICTIONS** - The premises must be occupied by the Guest whose name appears on the reservation and all occupants of the premises shall be supervised by Guest. Guest must be financially responsible adult. Occupancy shall not exceed the number of persons specified for the premises. The premises shall be used for residential purposes only. No animals of any type shall be kept or permitted in the premises. Occupants shall obey all state, county and municipal laws, ordinances, and regulations. Occupants shall obey all rules and regulations pertaining to the premises. Failure to do so does not constitute an excuse for non-compliance. Occupants shall not cause or allow activities on the premises to disturb neighbors. All appliances, equipment, plumbing and other fixtures shall be used carefully and for legitimate purposes only. No alterations, additions, or changes to the premises shall be made. No barbecue type cooking on the premises, including balconies. No alcoholic beverages exceeding 128 ounces per container permitted on premises. Trailers prohibited on premises and streets. Occupants shall not cause or allow loud or excessive noise, music or other sounds to be made in the premises. Ocean City has adopted a Noise Control Ordinance that makes it unlawful to cause or permit noise levels which exceed those established by the Department of Health and Mental Hygiene of the State of Maryland (COMAR 10.20.01). Upon notification that these noise levels have been exceeded as a result of activity on the premises, Guest shall vacate the premises. Ocean City has other noise ordinances, which are criminal offenses if violated.

• **UNDERAGE POSSESSION OF ALCOHOL** – Possession of alcoholic beverages by minors is strictly forbidden and can result in immediate voluntary eviction with forfeiture of all funds paid.

• **DAMAGE/SECURITY** - The premises shall be vacated at the end of the term in as good order and condition as the premises were in at the start of the term, reasonable wear and tear excepted. Guest shall be liable for damage to the premises or any property therein. Upon occupancy, Guest must give Agent a list of existing damage in the premises to avoid responsibility for same. If Agent charges a security deposit: Guest may obtain a statement on the condition of the premises prior to the occupancy term; Guest may be present when Agent inspects the premises to determine if the premises were damaged during the Guest's occupancy; and Guest will be advised orally at check-out, or in writing within 45 days thereafter, if any of

the deposit is being withheld for damage to the premises. If Agent withholds any of the security deposit, Agent shall give Guest a written list of the damages claimed, together with a statement of the costs actually incurred.

- **ORDER TO VACATE** - Guest and all other occupants shall vacate the premises promptly upon order of Agent. All occupants who refuse to vacate the premises at the end of the term or upon demand of Agent shall be considered trespassers and subject to arrest and prosecution as such. Occupants who remain in the premises beyond the check-out time shall pay Agent \$50 for the first hour (or portion thereof) and \$100 per hour for each additional hour (or portion thereof) beyond check-out time. Agent will charge Guest \$100 fee if an order to vacate is issued. No rental refund will be issued if Guest is ordered to vacate the premises. Guest's/Occupant's property left in the premises after the premises are vacated may be disposed of by the Agent in any manner without liability. Returned item(s) left by guest or occupants is subject to a handling charge if no more than \$50.00 and COD shipping. Seagate Rentals is not responsible for theft.

- **CANCELLATION & TRANSFER REFUND** - Failure of Guest to pay Balance Due by due date shall authorize Seagate Rentals to make the premises available for another Guest and retain all funds. All cancellations and transfers are charged 5% of the lodging rate. Any cancellation within forty-five days of check-in must re-book at the full rate otherwise the entire payment is forfeited. Terms of agreement are in effect 7 days from date of mailing except that for reservations made within 45 days of check-in the cancellation/refund policy is in immediate effect upon receipt of initial payment. Signed agreement is not required for enforcement of cancellation policy. It is strongly recommended that you purchase vacation insurance if you feel for any reason that you might have to change your plans. Seagate Rentals reserves the right to cancel this agreement for good cause at any time, in which event Seagate Rentals' liability if any, shall be limited to funds received from Guest. Seagate Rentals shall not be liable for any mechanical failures in the premises or appliances therein during the occupancy term; however, Seagate Rentals shall take reasonable action to correct such failures. No refunds will be given for mechanical failures. Basic cable TV service provides channels 2-13. Phone and cable service are not guaranteed. Guest's misrepresentation of any fact in connection with this agreement shall entitle Seagate Rentals to cancel same and retain all funds. No refunds will be given for inclement weather including hurricanes.

- **LEGAL ACTION** - If Guest breaches this agreement, Guest shall be obligated to reimburse Seagate Rentals or the owner of the premises for all costs, including reasonable attorney's fees, of all action reasonably necessary to protect the Seagate Rentals interests hereunder. The parties agree that any litigation involving this agreement or Guest's occupancy of the premises may be maintained in Worcester County, Maryland, and Guest waives any venue objection he may otherwise have. \$35.00 fee charged for returned checks.

- **AGENCY/FUNDS** – Seagate Rentals, LLC., is the owner of the premises and shall not be obligated to deposit any funds in a trust, escrow or other special account, and shall not be obligated to pay Guest interest on any funds received.

- **INDEMNITY/HOLD HARMLESS** - Guest shall indemnify Seagate Rentals and Rick and Wendy Laws and hold them harmless on account of property damage, personal injury, or other financial loss, caused by Guest or other occupants of the premises. Guest/Occupant must

exercise their own judgment when selecting unit. Guests with special needs of any kind should inspect the accommodation prior to making a reservation or paying a deposit.

• **BEACH REPLENISHMENT** - The Army Corps of Engineers maintains the beach through the replenishment program. Unexpected inconveniences may result. Refunds will not be given.

• **NOTICE TO GUEST** - Guest or occupants with special needs or expectations should inspect the accommodation prior to making a reservation or paying a deposit. Guests making reservations of a property sight unseen must assume a reasonable degree of risk in terms of expectation and satisfaction with the accommodation. Please note that electromechanical devices are subject malfunction without warning. These devices are not guaranteed; however, reasonable action will be taken to correct a malfunction or failure.

The following additional rules apply to groups and students. Guest and occupants must comply with these rules for the duration of occupancy. Ignorance of these rules is no excuse for violations. **THE FOLLOWING WILL BE STRICTLY ENFORCED:**

1. No visitors of any type are allowed on property without approval of Seagate Rentals. Upon discovery of unauthorized visitors, a charge of \$100 PER VISITOR will be deducted from the deposit. Furthermore, if the number of unauthorized guests is deemed by Seagate Rentals to be excessive, authorized guests are subject to eviction with forfeiture of security deposit.
2. **BE REMINDED THAT THE LEGAL DRINKING AGE IN MARYLAND IS 21 YEARS OF AGE.** Underage drinking and any other illegal activity will be dealt with accordingly with the full cooperation of the Ocean City Police Department. Possession of alcohol or illegal substance by a minor is subject to notification of Police and/or eviction with forfeiture of all funds paid.
3. Management would like to clarify any confusion concerning the noise levels mentioned in the Ocean City Noise Ordinance. Continuous noise (including radios), shouting, arguing or any other disturbance to other guests or in-house management will not be tolerated. Violation of this rule is subject to eviction with forfeiture of all funds paid. See Rules/Restrictions above for any clarification.
4. Porches, etc. Guests are forbidden to climb on and off porches, sundecks, roofs or overhangs. Absolutely no items are to be hung from, thrown off or tossed up to porches, etc. Porches, sundecks, etc. are off-limits after dark. This rule is enforced for your protection and violations will be dealt with as deemed appropriate by Seagate Rentals.
5. Maintenance and security personnel have access to units on a daily basis for inspections, repairs, emergencies, etc. Follow directions of security, administrative and maintenance personnel.
6. Seagate Rentals retains a professional cleaning service to provide cleaning and sanitation between check out time (10:00am) and check in time (4:00pm). Cleaning service fees are paid whether they are working or waiting for guests to leave. Therefore, it is suggested that all occupants vacate the premises by 9:30am or risk a late check-out fee of \$50.00 per hour for the first hour and \$100.00 per hour for each following hour for extended stay.
7. No candles or burning of incense is permitted at any time inside the apartments.
8. No tape, tacks, nails whatsoever is allowed to be placed in or on walls.

• **AGREEMENT** - This agreement constitutes the entire agreement and no other oral, implied or inferred representations, agreements or promises have been made by agent or owner unless expressly stated herein. This agreement does not create a landlord/tenant relationship.

Property Location: _____, Ocean City, MD 21842.

Date of Arrival: _____ Check-in is after 4 p.m. on this date.

Date of Departure: _____ Check-out is by 10 a.m. on this date.

Rental Rate: _____ Rental rate for above stated property for week.

10.5% Total Sales Tax: _____ (6% city tax, 4.5% county tax)

Total Rent and Tax Combined: _____ This is the total to be paid in full 30 days prior to occupancy.

Due Date: _____ Date that total rent and tax combined must be paid by.

Security Deposit: _____ to be paid prior to occupying the unit. Must be paid in cash or certified funds if paying at time of occupancy.

Guest Reserving:

Name (please print clearly): _____.

Signature: _____.

Age at time of Signature: _____ Date at time of Signature: _____.

Address: _____.

Home Phone: _____ Cell Phone: _____.

Email: _____.

The Guest reserving the unit does not have to be 18 at the time of signing the contract. If he or she is not 18, then his or her parent must sign below as the adult responsible for the group.

Name (please print clearly): _____.

Signature: _____.

Date at time of Signature: _____.

Address: _____.

Home Phone: _____ Cell Phone: _____.

Email: _____.

Seagate Rentals Signature: _____.

Date at time of Signature: _____.

A complete list of all occupants for the duration to the rental must be supplied. The guest reserving may list all occupants.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____