

LEASE AGREEMENT

The undersigned landlord hereby leases to the undersigned tenants and the tenants hereby lease from the landlord property located in the 10th Election District, Ocean City, Worcester County, MD, known as _____, from _____ to 12:00 p.m. on _____, to be used solely as a private dwelling for the use of the tenants.

1.) Tenants agree to pay the landlord, as rent for the above period, the sum of \$ _____ ,
_____.

Payments shall be made as follows:

Amount _____ due with lease agreement,

Amount _____ date _____ ,

Amount _____ date _____ ,

Amount _____ date _____ .

Rent shall be paid in check or money order payable to Seagate Rentals. Rent payments must include the apartment number and address of the property that the payment is to be applied to.

Rents shall be received at the following address no later than the due date:

P.O. Box 774
Berlin, MD 21811

If rent is not paid in full by due date, then late penalties will be assessed as follows: 5% of the total rent due if rent is paid after due date but before being ten (10) days late. Only rent amount PAID IN FULL on or before due date will be considered as compliance with this section to avoid late penalty charges. There will be a \$35.00 service charge for returned checks, in addition to late penalties as described above.

2.) The phone number for contacting Seagate Rental is 410-629-1570. Seagate Rentals is responsible for and will respond to calls made to this phone number. Calls made to any other phone number in an attempt to reach Seagate Rentals may not receive a response.

3.) Tenants may not take possession of the leased premises unless all rents due are paid in full. Tenants must give landlord 24 hours notice prior to occupancy of leased premises. Check in for apartments will be between 10 a.m. and 4 p.m., Monday through Friday.

4.) It is hereby agreed that the landlord or his agent may enter the above described premises between 9:00 a.m. and 9:00 p.m. for the purpose of inspection, cleaning, repairs in any situation of an emergency nature, or when landlord or his agent suspect violation of this lease by tenants.

5.) Tenants hereby agree to surrender possession of the above described property at the expiration of this lease, peaceable and without delay, in as good condition as it was at the commencement of this lease, except ordinary wear and tear.

6.) Tenants agree that this lease shall not be assigned or the property sublet.

7.) It is mutually agreed that if, during the term of this lease, a mechanical failure occurs, to the fixtures or appliances in the leased premises, the landlord or his agent, after prompt notification by the tenants shall be afforded a reasonable period of time to have repairs made. Tenants are responsible for all clogged drains and stopped toilets, and shall have them repaired by a licensed plumber at the tenant's expense.

8.) Requests for repairs must be made in writing. Tenant(s) may call Seagate Rentals at 410-629-1570 in reference to the needed repair, but calling does not release tenant(s) from the responsibility of requesting a repair in writing.

9.) Tenants hereby agree to pay the following utility charges. All utility charges shall be held in the tenant's names and services must be turned on prior to occupancy. Landlord is not responsible for cable or telephone wiring.

___ Electrical service. Contact DelMarVa Power at 1-800-375-7117.

___ Gas service. Contact Sharp Energy at 410-749-4148 or Eastern Shore Gas at 1-800-439-3222.

___ Water/sewer service. Tenant will reimburse landlord for bills received during period of occupancy.

___ Cable television service. Contact Comcast at 410-524-3401.

___ Telephone service. Contact Verizon at 410-954-6260.

10.) Any loud noise disturbance including social gatherings that are in violation of the Ocean City Noise Ordinance are not permitted. Any arrest of tenants and/or their guests for disturbing the peace, disorderly conduct, or controlled dangerous substance will result in immediate voluntary eviction from the premises and forfeiture of any rent paid to date. If, at the landlord's discretion, tenants are permitted to remain in leased premises, each tenant on the lease must pay a \$100.00 fine to the landlord for the noise violation.

11.) Tenants agree to furnish linens and bed sheets, as well as any other necessary items required for their day to day living conveniences.

12.) At the termination of the lease period, tenants will return all keys that were given out at the beginning of the lease period. All keys must be left in the apartment on the counter next to the kitchen sink to be considered returned. Any keys not returned in this manner shall be subject to a key replacement charge of \$10.00 per key.

13.) NO PETS of any kind shall be kept or harbored on the demised premises without the written consent of the landlord. If this covenant is violated, it shall be grounds for immediate eviction of tenants.

14.) It is hereby agreed that the leased premises are limited for occupancy for the undersigned tenants and that occupancy in excess thereof shall constitute cause for termination of this lease at the sole option of the landlord.

15.) Porches are not included as leased property and may be used at the sole discretion of the landlord.

16.) No banners, clotheslines, hammocks, or decorations of any type are allowed to be hung from or placed on porches.

17.) No grilling is allowed on porches.

18.) No furniture belonging to Seagate Rentals is allowed to be on the porches. Seagate Rentals does not allow upholstered furniture owned by any tenants or guests to be brought into the property described in this lease.

19.) Dartboards are not allowed in the above described property.

20.) Any and all damages made by the tenants or their guests on the above premises shall be paid by the tenants within ten (10) day of such damages, without resort to any law or court order. Tenants are responsible for all broken window glass and screens.

21.) Requests to remove furniture from the leased premises, if approved, will be subject to a minimum charge of \$30.00 to remove the item(s). Tenants are not allowed to remove property of Seagate Rentals from the leased premises.

22.) No interior or exterior painting of the above described property is allowed.

23.) Tenants shall keep the above described property in a neat and orderly condition at all times. Should the above described property be found in an unsatisfactory condition, the landlord shall cause entrance of a bonified cleaning service to maintain said premises and bill the tenants accordingly.

24.) Tenants shall maintain exterior yard and open space to lie free of trash and debris at all times. In the event of snow accumulation, tenants are responsible for keeping outside steps and walks clean of snow and ice. In the event tenants do not keep exterior open space free of debris, snow and ice, landlord or his agent may hire clean up to be done with tenants responsible for costs of clean up. Repeated violations of this section will result in immediate voluntary eviction.

25.) Parental agreement: This lease shall not be binding upon the landlord, nor shall check-in be permitted, until at least one parent of a tenant signs the lease, thereby guaranteeing satisfactory compliance of the obligations that his/her child has as a tenant under this lease. In addition, every tenant under age 18 must have a parent co-sign the lease as his/her guarantor.

26.) Any tenants wishing to take possession of the leased premises prior to the starting date of the lease will be charged \$20.00 per day. This amount must be paid prior to occupancy. All rent payments and late fees must be paid in full prior to occupancy. Permission for early occupancy is at the sole discretion of the landlord.

This lease agreement is effective on the ____ day of _____, 20____.

SECURITY DEPOSIT

The Tenant(s) herein agrees to pay a security deposit in the amount of _____ in advance.

The Landlord informs the Tenant(s) of the Tenant(s)'s right under Section 8-203(d) of the Real Property Article of the Annotated Code of Maryland to receive from the Landlord a written list of all existing damages of the Tenant(s) makes a written request of the Landlord within fifteen (15) days of the Tenant(s)'s occupancy.

The Landlord informs the Tenant(s) of the Tenant(s)'s rights under Section 8-203(g) of the Real Property Article of the Annotated Code of Maryland, which are as follows:

The security deposit, or any portion thereof, may be withheld for unpaid rent or late charges due to breach of lease or for damage to the leased premises by the Tenant(s), his family, agents, employees or social guests in excess of ordinary wear and tear. The Tenant(s) has the right to be present when the Landlord or his agent inspects the premises in order to determine if any damage was done to the premises, if the Tenant(s) notifies the Landlord by certified mail of his intention to move, the date of moving and his new address. The notice to be furnished by the Tenant(s) to the landlord shall be mailed at least thirty (30) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant(s) by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five (5) days after the date of moving as designated in the Tenant(s)'s notice.

We, the tenant(s) of _____, agree that upon termination of the lease period for the above described property, the refunded portion of the security deposit will be mailed to the following address in accordance with the terms of the rental contract:

The security deposit will be mailed to the above named person within 45 days of the termination of the lease period. This address can only be changed with written agreement of all of the tenants.

As Witness the hands and seal of the Landlord and Tenant(s) on this ____ day of _____, 20__.

Signatures

Landlord

Contact information (please print)

Parent
Signature

Parent's Name

Phone

Tenant
Signature

Tenant Name

Address

Parent Name
Phone Number

Address

Phone

Email

Tenant
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Tenant Name

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