

**SEAGATE RENTALS SUMMER SEASON
WEEKLY RENTAL AGREEMENT**

The undersigned Owner hereby rents to the undersigned Occupants and the Occupants hereby rent from the Owner property located in the 10th Election District, Ocean City, Worcester County, MD, known as _____, for the 17 weeks beginning _____, and ending at 12:00 p.m. on _____, to be used solely as a private dwelling for the use of the Occupants.

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

_____ . All rent is deemed earned as of the date Occupants moves into the property or June 1, whichever shall first occur. The payment schedule set forth below is made for the convenience of the Occupants and Occupants acknowledges that all rent is due and owing as of the date set forth above regardless of the payment schedule.

Payments shall be made as follows:

Amount _____ due with lease agreement,

Amount _____ date _____,

Amount _____ date _____,

Amount _____ date _____.

Weekly rental rates are as follows:

Week 1 \$	Week 5 \$	Week 9 \$	Week 13 \$	Week 17 \$
Week 2 \$	Week 6 \$	Week 10 \$	Week 14 \$	
Week 3 \$	Week 7 \$	Week 11 \$	Week 15 \$	
Week 4 \$	Week 8 \$	Week 12 \$	Week 16 \$	

Any additional rent set forth herein shall be due and owing as of the date it is assessed by Owner pursuant to the terms of this Rental Agreement.

Rent shall be paid in check or money order payable to Seagate Rentals. Payments due in May must be made with certified funds or cash. Rent payments must include the 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 payment due if payment is paid after due date but before being ten (10) days late. Only payment 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 Rentals 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.) Occupants may not take possession of the rented premises unless all rents due are paid in full. Occupants must give Owner 48 hours notice prior to occupancy of rented premises. Check in for properties will be between 9:00 a.m. and 4:00 p.m., Monday through Friday.

4.) It is hereby agreed that the Owner 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 Owner or his agent suspect violation of this lease by Occupants.

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

6.) Occupants agree that this rental agreement shall not be assigned or the property sublet, without the express written permission of the Owner which may be unreasonably withheld.

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 Owner or his agent, after prompt notification by the Occupants shall be afforded a reasonable period of time to have repairs made. Occupants are responsible for all clogged drains and stopped toilets, and shall have them repaired by a licensed plumber at the Occupants's expense.

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

9.) Occupants hereby agree to pay the following utility charges. All utility charges shall be held in the Occupants' names and services must be turned on prior to occupancy. Owner is not responsible for cable or telephone wiring. Electric service must be turned on by May 1. Any unpaid utilities shall be deemed additional rent.

 Y Electrical service. Contact Delmarva Power at 1-800-375-7117.

 N 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.

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

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

10.) Occupants are responsible for all electric service calls and repairs due to overloaded electrical circuits. Any unpaid charges shall be deemed additional rent.

11.) Any loud noise disturbance including social gatherings that are in violation of the Ocean City Noise Ordinance are not permitted. Any arrest of Occupants and/or their guests for disturbing the peace, disorderly conduct, or controlled dangerous substance, or issuance of citations for excessive noise will result in immediate voluntary eviction from the premises and forfeiture of any rent paid to date. If, at the Owner's discretion, tenants are permitted to remain in leased premises, each tenant on the lease must pay a \$100.00 fine to the Owner for the noise violation. This fee shall be deemed additional rent. In the event Owner or his agent determines tenants are exceeding Town of Ocean City permitted noise levels, day or night, Owner may choose to evict all tenants with forfeiture of any rent paid to date.

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) or other noise ordinances set forth in this chapter. It

shall be a violation of this agreement and grounds for eviction under Maryland law if these noise levels are exceeded as a result of activity on this property. Ocean City has other noise ordinances, which are criminal offenses if violated.

- 12.) Social gatherings in excess of 20 people, which includes occupants, are strictly prohibited and will result in eviction.
- 13.) In the event Owner determines Occupants are detracting neighbors from the quiet enjoyment of their properties, Landlord may evict all tenants of rented unit.
- 12.) Occupants agree to furnish linens and bed sheets, as well as any other necessary items required for their day to day living conveniences.
- 13.) At the termination of the rental period, occupants 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. Failure to return all keys will result in a locksmith service call charge and a re-key fee of \$20.00 per cylinder. This cost shall be deemed additional rent and owner is authorized to deduct said fee from any security deposit if not paid.
- 14.) NO PETS of any kind shall be kept or harbored on the demised premises for any amount of time without the written consent of the owner. If this covenant is violated, it shall be grounds for immediate eviction of occupants. Any property found to have animals will be subject to an immediate \$500.00 fee for treatment of the property upon expiration of the rental agreement. The cost shall be deemed additional rent and Owner is authorized to deduct said fee from any security deposit if not paid.
- 15.) It is hereby agreed that the rented premises are limited for occupancy for the undersigned Occupants and that occupancy in excess thereof shall constitute cause for termination of this rental agreement at the sole option of the Owner.
- 16.) Porches are not included as leased property and may be used at the sole discretion of the Owner.
- 17.) No banners, clotheslines, hammocks, or decorations of any type are allowed to be hung from or placed on porches.
- 18.) No basketball or volleyball nets are allowed without written approval of Owner.
- 19.) No grilling is allowed on porches.
- 20.) No furniture belonging to Seagate Rentals is allowed to be on the porches. Seagate Rentals does not allow upholstered furniture owned by any Occupants or guests to be brought into the property described in this lease.
- 21.) Dartboards are not allowed in the above described property.
- 22.) Any and all damages made by the occupants or their guests on the above premises shall be paid by the occupants within ten (10) days of such damages, without resort to any law or court order. Occupants are responsible for all broken window glass and screens. The cost shall be deemed additional rent and Owner is authorized to deduct such amount from any security deposit if not paid.
- 23.) 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). Occupants are not allowed to remove property of Seagate Rentals from the rented premises. The cost shall be deemed additional rent and Owner is authorized to deduct such amount from any security deposit if not paid.

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

25.) Occupants 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 Owner shall cause entrance of a bonafide cleaning service to maintain said premises and bill the Occupants accordingly. The cost shall be deemed additional rent and Owner is authorized to deduct such amount from any security deposit if not paid.

26.) There will be a steam cleaning charge to the tenants at the end of the lease, to be deducted from the security deposit.

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

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

29.) Any occupant wishing to take possession of the rented premises prior to the starting date of the rental 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 occupation is at the sole discretion of the owner.

30.) 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.

31.) By signing this agreement, you agree to the terms above. Each person signing below must submit a copy of a state issued driver's license or identification card.

This rental 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, due _____.

The Landlord acknowledges receipt of the _____ security deposit.

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:

If a full name and address are not submitted for the security deposit return, the deposit return shall be made out to and mailed to the first legible full name and address on the lease.

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