

**AGREEMENT/CONTRACT FOR ROCKLIN HOUSE APARTMENTS**

(Saturday-to-Saturday Weekly or Multi-Week Seasonal Apartment Rentals)

**Please "circle" the appropriate Apt. and Unit # that was discussed:**

"Rocklin House Apartments" (78th st.) Unit #1, #2, or #3 (Circle Unit Desired)

"Rocklin House Apartments" (142nd st.) Unit #3A, 4A, or 6A (Circle Unit Desired)

Arrival date: \_\_\_\_\_ Check-in is anytime after 3:00 PM

Departure date: \_\_\_\_\_ Saturdays Check-out is 10:00 AM

\$ \_\_\_\_\_ (Write in amount of rental charge for your week)

\$ \_\_\_\_\_ (Write in the 10.5% Sales Tax on the "rental charge")

\$ \_\_\_\_\_ (Write in the Refundable Security Deposit amount)

\$ \_\_\_\_\_ (TOTAL RENT, TAX AND SECURITY DEPOSIT COMBINED)

\$ \_\_\_\_\_ (50% OF THE ABOVE TOTAL DUE, FOLLOWING YOUR COMMITMENT TO RENT THE UNIT, FOR DEPOSIT

VIA POST OFFICE EXPRESS MAIL, UPS OR FED EX OVERNIGHT DELIVERY. **(WE RENT ON A FIRST RECEIPT OF DEPOSIT BASIS.)**

\$ \_\_\_\_\_ (BALANCE OF 50% OF TOTAL RENT, TAX AND SECURITY DUE ONE MONTH PRIOR TO RENTAL START DATE:

Group Leader Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Age: \_\_\_\_\_

Group Leader: Print your name: \_\_\_\_\_

The signature for the Group leader must be from a student 18 or older, and who will be one of the members staying with the Group. If no one in the group is eighteen, then the parent of one of the group members will have to sign the following as the adult responsible for the group:

Parent signature:

\_\_\_\_\_  
Parent home phone #:

\_\_\_\_\_  
Parent address:

\_\_\_\_\_  
Group Leaders full address:

(NOTE: This "group leader" address above is where the security deposit will be returned to unless you note otherwise: \_\_\_\_\_

Group Leaders License #: \_\_\_\_\_ State: \_\_\_\_\_

Group Leaders Email Address: \_\_\_\_\_

Group leaders Home phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rocklin House Apartments are owned, rented and maintained by Neil & Cathie Rocklin.

Email [rocklinhouse@sbcglobal.net](mailto:rocklinhouse@sbcglobal.net) or through our website at <http://www.rocklinhouse.com>

Telephone: 847-274-7806 or 224-622-6555

**COMPLETE DEPOSIT CHECK MADE PAYABLE TO NEIL ROCKLIN AND SEND WITH TWO SIGNED CONTRACTS, SELF ADDRESSED STAMPED ENVELOPE PLUS INITIAL DEPOSIT CHECK TO: NEIL ROCKLIN, 525 W. LANCASTER COURT, INVERNESS, IL 60010. SEND FINAL PAYMENT TO NEIL ROCKLIN AT THE ADDRESS PROVIDED ON THE CONFIRMATION LETTER THAT YOU WILL RECEIVE FOLLOWING BOOKING.**

Print the entire rental Contract/Agreement twice and fill out both copies. Mail it with your 50% holding deposit check. Include a stamped self addressed envelope so that we can return a signed copy back to you. Your contracts, deposit check and self addressed stamped envelope should be sent to us via overnight mail, FedEx or UPS overnight delivery to ensure your booking. We rent on a first receipt of deposit basis. If you call and verify that you are sending your deposit via overnight delivery, we will hold the unit for your group until the next day.

Note: Units are not furnished with telephones. Please bring cell phones.

**WEEKLY OR SEASONAL RENTALS ARE FROM SATURDAY 3:00 PM TO THE FOLLOWING SATURDAY WITH DEPARTURE AT 10:00AM. CHECK-IN PRIOR TO 3:00 PM OR CHECK-OUT AFTER 10:00 AM IS NOT PERMITTED.**

Weekly rentals begin on Saturday at 3:00 PM through the next Saturday with departure at 10:00 AM. Your group must be out of the unit with all of their belongings by 10:00 AM so that we can begin cleaning for the next group checking in. Do not attempt to check in prior to 3:00 PM as we need the time to clean the unit for your group. If you arrive early, take a walk on the beach or boardwalk.

#### **CLEANING DEPARTURE REQUIREMENTS - CRUCIAL!**

PLEASE USE THE FOLLOWING LIST AS A "CHECK-OFF" FOR WHAT THE RENTERS MUST DO FRIDAY NIGHT AND/OR SATURDAY MORNING BEFORE VACATING. THIS IS IMPORTANT IN ORDER TO GET SECURITY DEPOSIT BACK.

- A. All trash, cans, bottles, refrigerator food, bathroom trash, etc. is to be all bagged and put into the giant black trash cans located beside the building. Do not leave one item in the refrigerator or freezer.
- B. All dishes, cups, silverware, pots and pans are to be washed, dried, and put away. This includes washing out the coffee pot.
- C. Vacuum the floors, including the front porch.
- D. Clean out the butts and trash from the urn located on the front porch. In addition to that, each group is to do an "end of-the-week" walk-around of the driveway and property areas with a trash can or trash bag and pick up butts, cans, loose trash etc. If Saturday's property inspection reveals a trashy outside, the Owner will bill the group's security deposit at \$80 per hour to pick up the property.
- E. Fold up any and all blankets and or comforters that came with the Apartment. Lay each Comforter or blanket out onto each bed or fold and put in closet shelf.
- F. Close and lock all windows... but, OPEN all blinds to let light in.
- G. Do not take any of the Apartments closet hangers or other property with you when you depart.
- H. Check under the beds and in all drawers and closets, etc. for items left behind and any loose trash.
- I. Turn off all lights, fans and air conditioners.

#### **TERMS & CONDITIONS**

1. The full security deposit will be returned not later than 45 days following the rental period if the rental unit or apartment is left in a clean and satisfactory condition and no damage occurs other than normal wear and tear. In addition, that the group is not late in vacating the premise by 10:00 AM on the final rental day as agreed to in the Contract.
2. PREMISE- Owner of the above cited property, in consideration of the payments provided herein, does hereby grant a nonexclusive, revocable Weekly Lodging Agreement to Guest for the above period, subject to all the terms and conditions stated on this entire multi-page web site. The Property must be occupied by the "Leader" of the Group.

3. GUESTS ARE NOT ALLOWED TO KEEP ANY TYPE OF LIVING ANIMAL ON THE PREMISE. ANY VIOLATION OF THIS COVENANT SHALL BE GROUNDS FOR IMMEDIATE EVICTION WITHOUT REFUND.

**4. NO SMOKING OF ANY TYPE IS ALLOWED INSIDE UNITS. CIGARETTE URNS WITH SAND ARE LOCATED ON EACH OUTSIDE DECK AND OTHER PLACES ON THE PROPERTY.**

5. DAMAGE-- Anything broken, ripped, burned, stained etc in terms of furniture, carpets, windows, doors, appliances etc. will be deducted from security. The renters--herein also referred as "Guest", covenants and promises to surrender the Property in as good or the same condition as the commencement of occupancy, reasonable wear and tear expected. Guests are financially responsible for any damage to the property made by himself, his family, or his guests. The owner has the right to inspect and have repairs made to the property during the lodging period and will inspect the property at the conclusion of this agreement.

In the event that the said property is made uninhabitable by reason of fire or other unavoidable accident, the agreement hereunder shall be terminated and Guest shall be entitled to a pro-rata refund from the owner. Toilets shall not be used for any purpose other than that for which they were constructed, and no sweepings, sanitary pads, diapers, rubbish, rags, or garbage shall be placed therein. Any stoppage of the sewer lines through the neglect of the Guest shall be repaired at the expense of the Guest, and the Guest will reimburse Owner for any damage caused by escape or overflow of water resulting from any cause. Property is inspected after each departure.

6. CANCELLATION POLICY/RULES/RESTRICTIONS/ OWNER STATEMENTS--- Guest shall not be entitled to any refund from the time the holding deposit/security is received by Owner. Once a unit is reserved, the Renter must understand that all the other opportunities that the Owner would have had, would be lost. If a unit was held with a security/holding deposit, and then the Renter backed out later, the Renter would forfeit the security/holding deposit to the Owner. Owner, upon being notified by Guest of any malfunction, will by every reasonable effort to have such malfunction corrected promptly. This is a privately owned building. The Owner does not have other places to put Renters into if the Unit is not to the Renters liking. Therefore, there is absolutely no cancellation policy unless the Owner has another renter willing to commit to the same unit for the same price on the same date. No refunds will be given for inclement weather, including hurricanes.

7. Owner or Agent may terminate this Agreement and evict and eject Guest at any time if, at the sole discretion of Owner and/or Agent, Guest becomes objectionable, violates any of the terms of this agreement, or violates any of the rules and regulations of the building in which the Property is located. In such an event, Guest agrees to immediately vacate the property without refund; and, neither Owner nor Agent shall be liable for any damages, including, without limitations, incidental and Consequential damages.

8. No relation of Landlord/Tenant shall exist or be deemed to exist by virtue of this agreement or Guest's occupancy of the property hereunder.

9. The validity and construction of this agreement and all questions arising hereunder or relating to the performance hereof shall be determined and governed by the laws of the state of Maryland. The parties hereto agree that any action brought by any party arising out of this agreement, or to enforce this Agreement shall be brought in Worcester County, Maryland. The parties hereto each specifically waive any venue, except as set forth above.

10. If for any reason whatsoever, Guest is denied access to subject property, and is thus unable to take possession thereof by the time prescribed, Owner and Agents liability shall be limited to the return to Guest of all monies paid on account. Guest hereby agrees to hold and save harmless Owner or Agent from damages or injuries to person or property by reason of any cause whatsoever either in or about the property or elsewhere.

11. Each Apartments rates may differ depending on supply and demand or circumstances.

12. Guest acknowledges that he has personally inspected the property and accepts it as an "as is" Condition or, if he had not inspected the premises, he waives the right to withhold rent for any Alleged deficiency in the premise or to other-wise claim that the property has been misrepresented To him.

13. At any time prior to the taking of the occupancy by the Guests, both the Owner and the Guests Agree that for any reason whatsoever and at its sole option, without liability to either Owner or Guests, the Owner may void this agreement by returning the executed copies of the agreement of the Guests to be, and the Guests would get a refund of the rental deposit.

14. If any apartment appliance breaks or is malfunctioning, the Owner or Agent will try to get it fixed, or Replace it in a new item within a reasonable time.

15. Guest acknowledges and agrees as follows: 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). It shall be a violation of this agreement and grounds for immediate eviction if these noise levels are exceeded As a result of Guest's activity on the Property. Ocean City has other noise ordinances which are Civil and/ or criminal offenses if violated.

16. Owner or his Agent reserves the right to cancel this Agreement at any time prior to Guest taking Occupancy of the Property. In the event this should occur, Agent or Owner will refund all the monies Received to Guest.

17. If a lock-out occurs, please contact the owner to open the unit. Do not attempt to break-in or your security deposit will be charged for all damage to our property that occurs.

18. Guest's belongings left in the Property following check-out may be disposed of by the Cleaners, and or the Owner without liability. Owner and Agent are not responsible for theft.

19. No representation, agreement, undertaking or promises, whether oral, implied or inferred have Been made by either the Owner or Owner's Agent unless expressly stated herein.

20. **No underage drinking of Alcohol. KEGS or "open door" parties are permitted.**

21. **Use of Illegal drugs is absolutely prohibited.**

22. **No towels on porch railings.**

23. **Porches and common areas are to be kept tidy and free of trash, cans, etc.**

24. **NO CANDLES OR BURNING OF INCENSE INSIDE THE APARTMENTS.**

25. **NO TAPE, TACKS, NAILS, WHATSOEVER ON THE WALLS OR CEILINGS.**

26. **Absolutely no sitting, standing, leaning or climbing on deck railings at any time.**

27. **NO barbeques on BUILDING DECKS OR STAIRS.**

28. Any burns in the unit from smoking materials or irons, etc. will be charged to your security deposit.

29. Re-entering the Apartment anytime for any reason what-so-ever after check-out is not permitted. If something is left behind after the 10am check out ...or whatever the reason, please call the Owner to take care of it.

30. No outside guests are permitted on the property at any time. Use of the property is intended for the Group renting the unit only.

**NOTICE: This is a legally binding contract. If not completely understood, seek competent advice.**