

ROCKLIN HOUSE **APARTMENTS**

Instructions for Sending “2” Signed Contracts & Checks:

- Print “2” copies of this entire Contract. Fill out & Sign “2” Contracts.
- Complete self-addressed & stamped envelope.
- Complete initial deposit “Checks” or “Money Orders,” and make payable to:
ROCKLIN HOUSE PROPERTIES 78TH STREET, LLC
- We rent on a first receipt of deposit basis. If you call and verify that your deposit is on its way through overnight delivery, we will hold the unit for your group until the next day. Please choose overnight delivery through FedEx or UPS, and send to the following address:

**NEIL ROCKLIN
9800 COASTAL HIGHWAY
UNIT #1306
OCEAN CITY, MD 21842**

- Send final payment to the address above as well.

**PLEASE CONTINUE TO NEXT PAGES TO READ & SIGN
CONTRACT.**

Thank You!

AGREEMENT/CONTRACT
ROCKLIN HOUSE APARTMENTS
rocklinhouse.com

Please “circle” the appropriate Unit # that was discussed:

(Saturday-to-Saturday)

Unit: #1 #2 #3 Below #3 Above #3 BOTH

Please fill out information below:

Arrival Date: _____ Check-in is any time 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 11% Occupancy Tax on the “rental charge.”)

\$ _____ (Write in the Refundable Security Deposit amount) Units 1 or 2 \$1000 ea., Unit 3 \$1000

\$ _____ (Cleaning Fee) Units 1 or 2 \$200 ea., Unit 3 \$200

\$ _____ (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.)

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, the group is not late in vacating the premise by 10:00am on the final rental day as agreed to in the Contract. If repairs are required to the unit, there is a charge of \$100.00 per hour plus parts and travel costs.
2. Premise- Owner of the above-cited property, in consideration of the payment 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 to 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 the guests themselves, their family, their

friends, or any & all persons on the property during their rental. 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, condoms, 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 the 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: Guests 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 be 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 no 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 Maryland. The parties hereto agree that any action brought by a 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 the 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 or she has been personally inspected the property and accepts it as an “as is” Condition or, if he or she had not inspected the premises, he or she waives the right to withhold rent for any Alleged deficiency in the premise or to other-wise claim that the property has been misrepresented.
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 with 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. The owner or his or her 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, the 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. Lost key charge is \$25.
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 o owner's agent unless expressly stated herein.
20. No underage drinking of Alcohol and or KEGS or “open door” parties are permitted.
21. The 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 WALL S OR CEILINGS.
26. Absolutely no sitting, standing, leaning or climbing on deck railings at any time.
27. No barbecues or BUILDING DECKS OR STAIRS. Keep BBQ's away from buildings.

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 10:00am 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.
31. If owner visits are required due to complaints by other guests, neighbors or police, there will be a charge against the security of the offending unit. If repeated complaints are made against a unit there it may result in cause for eviction and/or loss of entire security deposit. A charge of \$100 per hour will be charged against the security deposit for required visits to the property due to disorderly conduct, or cooperation with law enforcement.
32. Units are not furnished with telephones. Please bring mobile phones.

IMPORTANT ARRIVAL/DEPARTURE DETAILS & CLEANING REQUIREMENTS

1. Weekly or Seasonal Rentals are from Saturday 3:00pm to the following Saturday with departure at 10:00am. Check-in prior to 3:00pm or check-out after 10:00am is not permitted.
2. Please use the following CLEANING DEPARTURE CHECKLIST Friday Night and/or Saturday Morning before vacating the premises. We recommend taking a mobile picture of this list and emailing it to yourself to ensure you have it on hand.
3. By signing this contract, you agree to the terms that you must complete the following CLEANING DEPARTURE CHECKLIST in order to receive back your security deposit, assuming no other damage or reason to hold your security deposit:

CLEANING DEPARTURE CHECKLIST

- *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 any items in the refrigerator or freezer.*
- *All dishes, cups, silverware pots and pans are to be washed, dried and put away. This includes washing out the coffee pot.*
- *Sweep the floors, including the front and back porch.*
- *Clean out the butts and trash from the urn located on the front and back 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 cigarette butts, cans, loose trash etc. If Saturday's property inspection reveals trash outside, the Owner will bill the group's security deposit at \$100 per hour to pick up the property. CONTINUED NEXT..*
- *Close and lock all windows. Then, OPEN all blinds.*

- Do not take any of the apartment closet hangers or other property with you when you depart.
- Check under the beds and in all drawers and closets, etc., for items left behind and any loose trash.
- Turn off all lights, fans, and air conditioners.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT COMPLETELY UNDERSTOOD, SEEK COMPETENT ADVICE.

Group Leader Signature: _____ Age: _____ Date: _____

Group Leader:(print your name) _____

Group Leaders Full Address: _____

(Note: This “Group Leader” address above is where the security deposit will be returned, unless you note otherwise:

Group Leaders License#: _____ State: _____

Group Leaders Email Address: _____

Group Leaders Mobile Phone #: _____

The signature for the Group leader must be from a student 18 years of age 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 Name Printed: _____

Parent Home or Mobile Phone #: _____

Parent Address: _____

OWNER’S SIGNATURE: _____ **Date:** _____

ROCKLIN HOUSE PROPERTIES 78TH STREET, LLC apartments are rented and maintained by Neil & Cathie Rocklin. Email: cathierocklin1121@gmail.com Phone: 224-622-6555