

LICENSE AGREEMENT/CONTRACT FOR HOFMAN RENTALS

(Please "Circle" the BULDING & UNIT # that was discussed:

Almost Heaven Apts.	76th Street Units	(#1 Bottom) (#2 Middle) (#3 Top)
The Beach Lodge	104th Street	(Extra Large Single Family House)
The Reef	145th Street Units	(#1 Bottom) (#2 Top)
Bay Shore House	26 th Street Bayshore Drive	(Single Family House)

Arrival Date: _____ Check-in is anytime after 4pm

Departure Date: _____ Saturdays check-out is 10am

\$ _____ (Amount for rental charge for your week)

\$ _____ (10.5% total Sales tax for the "rental charge")

\$ _____ (Total rent and tax combined)

(This is the "total due", to be paid 45 days in advance before check in date)

Due Date: / / _____

Security Deposit to Hold Unit: _____ Refundable

Group Leader/Spokesperson Information required:

Name (print big and clearly): _____

Signature: _____

Age at time of signature: _____ Date at time of signature: _____

Home phone: _____ Cell #: _____

Address: _____

Email: _____

(Note: the Group Leader's address above is where the security deposit will be mailed back to unless you note otherwise. It is the group leader's responsibility to disperse monies back to different group members. Security deposit will be mailed 45 days after departure date.)

The Group Leader/Spokesperson does not have to be 18 years old. However, if he or she is not 18, then his or her parent has to sign below as the adult responsible for the group. If the Leader of the group does sign as the responsible person for the group, then he or she must be 18 at the time of signing this Agreement.

Please fill in the names of all the additional members to be in the group. It is okay for one person to fill in all the names.

Parent's Information Required:

Signature: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____

Home Address: _____

The Group Leader/Spokesperson will be the only person that talks with Hofman Rentals. The Group Leader/Spokesperson will be the middle-person between Hofman Rentals from the beginning to the end.

This signed Agreement/Contract signifies that all the rules, terms cleaning departure requirements, etc., stated from the beginning to the end of this contract, that it is fully understood and agreed upon by the renters and the Party who signed here as person responsible.

Hofman Rentals Signature: _____ Date: _____

**The Owner's signature here signifies acceptance of the terms and prices on this agreement.
Hofman Rentals are locally owned, rented, and maintained by John & Pam Hofman,
(E-mail) Info@Hofmanrentals.com (Cell) 410-430-1746. Call day or night.**

PRINT OUT TWO COPIES OF THIS CONTRACT AND SIGN BOTH.

**Make checks out to "John Hofman"
Send Payments and both contracts to:**

**JOHN HOFMAN
11552 Dolly Circle
Berlin, Maryland 21811**

For any type of special requests or needs, please just ask.

Print this entire rental "Contract/Agreement" twice from top to bottom. Fill out both copies and mail it with the holding/security deposit check. Also, include a self addressed and stamped return envelope so the Owner can send back a signed copy. Review the "Check-Off List" for details on the departure clean-up policy. To get the security deposit back, this what-to-do "check -off list", is important. Anything not completed on "check-off list" will heavily reflect on the security deposit deductions. A copy of the "Check-off list" is also located on the wall in the apartment.

The estimated cleaning time for 2 cleaners is 20 minutes and for 1 cleaner is 40 minutes. If additional cleaning time is required above that time span, you will be billed \$2.00 per each additional minute per cleaner. This surcharge also applies to any time that the owner or cleaners spend picking up cans, bottles and trash around the building and on the front porches. Outside cleaning will be split by all 4 apartment renters. You must do daily clean-ups. Property is inspected at 4:30pm. If damage repair and/or replacement is necessary, you will be billed at an hourly rate of \$75.00 plus parts or materials on the actual cost to repair the damage. After the 1st hour, the rate lowers to \$55 an hour.

**RENTALS ARE FROM SATURDAY 4:00 PM THRU TO THE FOLLOWING SATURDAYS DEPARTURE OF 10:00 AM.
RENTERS ARE NOT TO CHECK-IN TO THE APARTMENT PRIOR TO 4:00 PM UNLESS THE APARTMENT HAS ALREADY BEEN CLEANED.**

Too many renters try moving into the Apartments before 4:00pm. If a group enters the Apartment and starts unloading before it is cleaned, it will be hard for the cleaners to do their job once they do get there. So, do not enter prematurely. Wait till cleaners are finished. One idea for the "moving-in" Group, would be to leave the packed cars for a few and go up to the beach for a little stretch-out walk break to shake off the long drive. If it is a little before the 4:00 pm move in time, and it is observed that the cleaners are finished with all the Apartments doors open, then a Group member should simply ask the cleaners about the particular unit that is being waited on. If the cleaners say that particular unit is done, then the Group may move right in. Ninety percent of the time, units will be done by 3 pm. Sometimes as early as 1:00pm. For the record, even though check-in is 4:00, cleaning sometimes occurs as late as 6:00 pm. If a Renters Groups unit has not been cleaned by 4:00, please contact John Hofman (the Owner cell) at 410-430-1746, so that he may remedy the situation.

The Owner has a right to dock up the **ENTIRE** the security deposit if the apartment is not cleaned out and vacated by 10 am. This is because some rental "slots" are sub-rented by an agency, and sometimes when a group of students leave late, the cleaners just leave and come back from 4-5 pm to clean. The problem here is that if an agency rented to the new group coming in, and the new group sees an unclean apt., the agency sometime simply relocates them to some other available property...and the Owner loses all the week's rent. So that is why if the Renter's group checks out late, and that happens, the Renter will lose all their security. It is highly recommend that all guests do most of the cleaning up and packing the night before leaving. This way, it won't be hard to vacate on time Saturday by 10:00 am.

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. Anything not completed accurately or damaged or stolen item will be deducted from the security deposit.

- 1. 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, and put a new trashcan liner into the kitchens large trashcan. Liners are located under the sink.**
- 2. All dishes, cups, silverware, pots and pans are to be washed, dried, and put away. This includes washing out the coffee pot.**
- 3. Sweet and mop all tile floors. Vacuum all rugs.**
- 4. Clean out the butts and trash from the heavy urn located on the porches. In addition to that, each group is to do an "end-of-the-week" walk-around of the driveway and property areas with a trashcan or trash bag and pick up butts, cans, loose trash etc. If Saturday's property inspection reveals a trashy outside, the Owner has the option to impose any security deposit surcharge he sees fit.**
- 5. 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.**
- 6. Close and lock all windows...but, OPEN all blinds to let light in.**
- 7. Do not take any of the Apartments closet hangers.**
- 8. Check under beds and all draws etc. for items left behind, and any loose trash.**

If the Apartment is left in a clean satisfactory condition no damage other than normal wear and tear, and also if the group is not late vacating the premise by 10:00 am, then the full security will be returned no later than 45 days from end of lease.

TERMS & CONDITIONS

- 1. PREMISE-** Owner of the above cited property, in consideration of the payments provided herein, does hereby grant a non-exclusive Weekly Lodging Agreement revocable license 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 at by the "Leader" of the Group.
- 2. GUESTS ARE NOT ALLOWED TO KEEP ANY TYPE OF LIVING ANIMAL ON THE PREMISE. ANY VIOLATION OF THIS COVENANT SHALL BE IMMEDIATE GROUNDS FOR IMMEDIATE EVICTION WITHOUT REFUND.**
- 3. NO SMOKING INSIDE UNITS. CIGARETTE URNS WITH SAND ARE LOCATED OUTSIDE EACH UNIT.**
- 4. 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. Guest 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 be 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.
5. **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 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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 Agent's 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.
 10. Each Apartment's rates may differ depending on supply and demand or circumstances.
 11. 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 otherwise claim that the property has been misrepresented to him.
 12. At any time prior to the taking of the occupancy by the tenant, both the landlord and the tenant agree that for any reason whatsoever and at its sole option, without liability to either landlord or tenant, Landlord (Owner) may void this agreement by returning the executed copies of the agreement of the tenant to be, and the tenant would get a refund of the rental deposit.
 13. 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.
 14. 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. There should never be more people in the unit than the maximum number of people on the agreement. The maximum number is normally 2 to a room. Some larger rooms may allow more.
 15. 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.
 16. There will be a \$35.00 fee subtracted from the security for any lock-outs.
 17. Guest's belongings left in the Property after the Property is vacated may be disposed of by the cleaners, and or the Owner without liability. Owner and Agent are not responsible for theft.
 18. 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.
 19. **No KEGS or "open door" parties.**
 20. **NO CANDLES OR BURNING OF INCENSE INSIDE THE APARTMENTS.**
 21. **NO TAPE, TACKS, NAILS, WHATSOEVER ON THE WALLS.**
 22. **NO** barbeques on front porch or back entrance fire exit stair porch. OK in back yard 25 ft. or more from building.
 23. If there is an iron burn in my carpet, you lose all your security and owe me the difference to have it replaced.
 24. Re-entering the Apartment anytime for any reason what-so-ever after having cleared out, if not permitted. If something is left behind after the 10 am check out, or whatever the reason, please call the Owner to take care of it.
 25. Prices are subject to change.
 26. Absolutely no sitting, standing, leaning or climbing on porch railings at any time.
 27. Front porches are to be kept tidy and free of trash, cans, etc. No more than 3 people on any porch at any given time. Please try to keep the "group hand outs" inside with the doors closed. It is recommended to all guests to purchase vacation insurance to cover them in event of sickness or death.
 28. Indemnity/Hold Harmless: Guest shall indemnify Agent and the Owner of the premises 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 must exercise their own judgment when selecting a property. Guests making reservations sight unseen must assume a reasonable degree of risk in terms of expectation and satisfaction with the accommodation.
 29. Many, many thanks and have a safe trip to Ocean City, Maryland USA.
 30. Remember to pick up keys and welcome package from Pinos Pizza 81st Bayside Ocean City Maryland.
 31. No visitors of any type are allowed on property without approval of management. 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 management to be excessive, authorized guests are subject to eviction with forfeiture of security deposit.
 32. **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 security deposit.
 33. 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 forfeiture of deposit and/or eviction.
 34. 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 management.

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