

Island Breeze Rental Agreement

This is a License to Use Agreement NOT a Lease subject to Maryland Tenant-Landlord Law. Island Breeze OC , LLC and any employees or other agents are herein referred to as "Owner", and the undersigned, herein referred to as "Guest(s)", agree to the following terms of rental for a room, house, or apartment.

If only one Guest of the party will sign the Agreement, **said guest must be 21 years of age and an occupant of the unit during the entire rental week.** The Guest is responsible for payment, deposits, other responsibilities as detailed in the rental agreement, as well as any and all actions of other occupants of the property. Please read this rental agreement carefully as Violations of this Agreement may result in eviction without refund. **If no Guest is over 21 years of age or unwilling to sign agreement on behalf of the entire group a separate agreement will be provided in which all occupants will sign.**

GUEST NAME: _____

Date of Signature: ___/___/___

UNIT # _____

LOCATION: _____

DATE OF ARRIVAL: ___/___/___

DATE OF DEPARTURE: ___/___/___

OCCUPANCY: No more than _____ persons.

RATE:

Room \$ _____

Tax \$ _____ (10.5%)

Total \$ _____

PAYMENT SCHEDULE:

Initial Payment (Due with Reservation) \$ _____

Final Payment (Due 30 days prior to check-in) \$ _____ (Total rate minus initial payment)

Security Deposit (Due at check-in) \$ _____ (Contact owner for amount.)

CANCELLATION: Cancellations made 90 days in advance of check-in will be given a full refund. Within 90 days of check-in a refund will only be issued if unit is able to be re-rented less a \$100 booking fee and any difference in rental rate. If final payment is not received 30 days prior to arrival Owner will cancel Guests reservation and attempt to re-rent with no refund.

SECURITY DEPOSIT: The security deposit stated above shall be due at time of check-in and shall be held

against damages to the premises, missing or broken items, legal fees, and/or charges incurred due to violations of this Agreement. After thorough inspection and deductions, if any, the deposit will be returned to the Guests no later than 14 days after departure. Owner reserves the right to bill Guests for damages and or other fees that exceed the amount of the security deposit, including legal and other fees incurred by the Owner in collection of the fees.

CLEANING AND REPAIRS: Rooms shall be free of trash, dishes cleaned, and everything left in relatively the same condition as when the Guests checked in. The estimated cleaning time is 30 mins per unit plus 15 additional per bedroom. If additional cleaning time is required above that time Guests will be billed \$50 per hour or portion thereof. This surcharge also applies to any time spend picking up cans, bottles and trash around the building and on the front porches. If damage repair and/or replacement is necessary on any part of the building or other property Guests will be billed in one of two ways. If Owner repairs it will be at an hourly rate of \$75.00 plus parts or materials. If owner deems a professional is needed a contractor will be hired and Guest will be billed 110% of the cost of the contractor. If damages cause future occupants check-ins to be delayed and or cancelled guest will be responsible for providing a partial or full refund until unit is in the condition to be re-rented.

CHECK-IN TIME: 3 p.m.

CHECK-OUT TIME: 10:00 am. If we do not approve a later check-out, we may at our discretion charge \$100 per hour (or portion thereof) past the check out time.

PETS: Well behaved, quiet, and non-aggressive dogs are allowed, but must be approved prior to check-in and are subject to an additional \$50 fee. Any pets found on property without prior approval will be subject to \$150 fee.

PARKING: Each unit at the Island Breeze includes one parking space in our driveway. However, please be aware you will most likely be blocked in by other renters and will not be able to come and go freely. If this does not work for you there is ample street parking within walking distance. In addition, the free west Ocean City parking lot is just one mile away and has a \$1 shuttle to downtown.

NON-SMOKING: Smoking is not permitted within any of our apartments at any time. Smoking inside may result in eviction and/or \$100 charge per incident to Guests security deposit.

LAW ENFORCEMENT: If Guests cause Law Enforcement to be called for any reason Owner may remove Guests from property immediately with No Refund.

NOISE: The Town of Ocean City has adopted a Noise Control Ordinance that makes it unlawful to cause or permit levels which exceed those established by the Department of Health and Mental Hygiene of the State of Maryland. It shall be a violation of this Agreement and grounds for immediate removal from the property, if these noise levels are exceeded as a result of Guest activity on the property. The Town of Ocean City has additional noise ordinances, which are criminal offenses if violated.

QUIET HOURS: Between the hours of 10:00 pm and 9:00 am the following additional rules will be in effect. No guests on the property, no congregating outside or on balconies, no loud music, no loud talking /yelling, or any other activity that may disturb other tenants or neighbors.

PROHIBITED ITEMS/ACTIVITIES: Underage drinking is illegal and not permitted. Additionally, illegal

drugs & kegs are banned from the property at all times. No house parties, loud profanity, or otherwise obnoxious behavior. Visitors are limited to 2 at a time and may not stay the night.

REMEDIES: Guests understand that Owner may remove Guests from the property immediately upon violation of this Agreement and/or withhold security deposit.

HOLD HARMLESS: Owner does not assume any liability for loss, damage or injury to guests/visitors/or other occupants or their personal property for any reason whatsoever. Neither does Owner accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

GUESTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE TERR & JOE EVANS, ISLAND BREEZE, AND THEIR RESPECTIVE DIRECTORS, THE OWNER OF THE PROPERTY, OFFICERS, AGENTS, EMPLOYEES, SURETIES, INSURERS, INDEMNITOR, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DEMANDS, OR CAUSE OR THING WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE PROPERTY OF THIS LICENSE TO USE CONTRACT, INCLUDING WITHOUT LIMITATION ANY CLAIM, DEMAND OR CAUSE OF ACTION FOR PERSONAL INJURY OR DEATH AND ANY AND ALL LOSS, LIABILITY, COST AND EXPENSE RESULTING FROM ANY CLAIM, DEMAND, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.

Guest Name: _____

Address: _____

Phone #: _____ Email: _____

Signature: _____

**Please make checks payable to Island Breeze OC and mail to
PO Box 661 Solomons MD 20688 for final reservation. A copy of Guests ID must
be included.**

ITEMS YOU WILL NEED TO BRING

You should bring sheets, pillowcases, towels, toilet paper, paper towels, trash bags, and any other disposable items you might need.