

# *Island Breeze*

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

**For final reservation, please print and mail completed agreement with monies owed and copies of ID's to:**

**Island Breeze OC PO Box 661 Solomons MD 20688**

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The Group Leader/Spokesperson will be the middle-person between Owner and Guests and is the only one authorized to speak with Owner and make decisions for the Guests as a group. All guests signing this agreement as well as parents/guardians are held equally liable.

**Group Leader/Spokesperson Information:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Age at time of signature: \_\_\_\_\_ Date at time of signature: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

(The Group Leader's address above is where the security deposit will be mailed back to unless noted otherwise. It is the group leader's responsibility to disburse monies back to group members. )

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 must sign below.

**Parent's Information Required:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

**DATE OF SIGNATURE:** \_\_\_/\_\_\_/\_\_\_\_\_

**CIRCLE ONE: Upstairs / Downstairs / Both**

**DATE OF ARRIVAL:** \_\_\_/\_\_\_/\_\_\_\_\_

**DATE OF DEPARTURE:** \_\_\_/\_\_\_/\_\_\_\_\_

**OCCUPANCY:** No more than \_\_\_\_\_ persons.

**RATE:**

Room \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_ (10.5%)

Total \$ \_\_\_\_\_

**PAYMENT SCHEDULE:**

Initial Payment (Due with Reservation) \$ \_\_\_\_\_ (30% of total)

Final Payment (Due April 1st) \$ \_\_\_\_\_ (Total rate minus initial payment)

Security Deposit (Due at check-in or earlier) \$ \_\_\_\_\_ (\$100 per person)

**CANCELLATION:** There are absolutely no refunds once initial payment is received. If one Guest in a group decides not to come they may find a replacement member to take their spot. The two will need figure out the money between each other as we will not issue any refund. Additionally, if final payment for the group is not received by April 1st Owner may cancel Guests reservation with no refund.

**DEPOSIT:** A security deposit of \$100 per person 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: 4 p.m.**

**CHECK-OUT TIME: 10:00 am.** We may at our discretion charge \$100 per hour (or portion thereof) past the check out time.

**PARKING:** Each unit receives 1 spot in the driveway however you may be blocked in by the other unit. Owner is not liable for any damage or theft to any vehicles left in our reserved spaces or otherwise.

**PETS:** No pets or animals of any kind are permitted on the property.

**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. Keep off the roof or any other area not meant for your use. You must be respectful and courteous to your neighbors at all times. If owner deems you are interfering with other guests stays you may be evicted.

**VISITORS:** Visitors to the property are limited to 2 per unit. Guests staying on the property may be required to wear wristbands during their stay to identify themselves.

**INSPECTION:** Owner shall inspect the property, at a minimum, the day before check-out to determine if any significant repairs are needed. If it is determined significant repairs or cleaning is needed guests will be evicted immediately so repairs can be completed before new guests arrive. At owners discretion additional inspections may be completed throughout the week.

**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 JOE & TERRI 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.

**PARENT/GUARDIAN AGREEMENT:** Any parent or guardian signing this agreement on behalf of a minor

is taking full responsibility for that guest with regards to this agreement and their entire stay at the Beach House. Additionally, Owner will not be responsible for minor Guest in any way and any and all liability towards Owner for said Guest is hereby waived.

**MAILING ADDRESS**

**Please make checks payable to Island Breeze OC and mail to PO Box 661 Solomons MD 20688 for final reservation. A copy of all Guests ID's as well as parents whom sign must be included.**

**ITEMS YOU WILL NEED TO BRING**

**Blankets, pillows, and linens are no longer provided so please bring your own!!**

**Additionally, you should bring towels, toilet paper, paper towels, trash bags, cleaning solution, hangers, and any other disposable items you might need.**

**Signature page to follow.**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Parent or Legal Guardian

\_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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