

CAPTAIN INVESTMENTS, LLC.

P.O. Box 2313 • 106 Lee Street • Salisbury, MD 21802

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Lease Agreement

THIS LEASE, made this ____ day of _____, 2009, between Captain Investments, LLC., hereinafter referred to as "landlord", and _____, hereinafter referred to as "tenant", and Parents signing for students on page 7 of this lease are referred to as "tenant" and/or "Guarantor". Witnesseth, that Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord the premises described as _____, SALISBURY, MD 21804, hereinafter called the "premises". The term of this lease is from 12/01/2008 to and ending at midnight on 11/25/2009 and the total rent for the leased premises is \$7,740.00 (Seven Thousand Seven Hundred Forty Dollars), per year payable in the amount of \$645.00 (Six Hundred Forty Five Dollars) per month on or before the 1st day of the month (in advance) without notice, deduction, setoff or demand. The premises are leased for occupancy as private dwellings to lessee and lessee agrees that the premises will not be used for any other purpose or occupied by any other person other than authorized occupants listed above. This lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform. This document is considered to be a 355-day lease, with no pro-ration of rent for the end of the month. *Tenant's Initials* _____

LANDLORD AND TENANT AGREE THAT:

SECURITY DEPOSIT: 1. Landlord hereby acknowledges receipt from Tenant of the sum of \$645.00 (Six Hundred Forty Five Dollars) paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. Said Security Deposit will be held in an interest bearing Escrow Account. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of Lease or for damage to the Premises by the Tenant, Tenant's family, agents, employees or guests in excess of ordinary wear and tear. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof.

The tenant shall have the right to be present when Landlord inspects the Premises after the tenant quits and surrenders the Premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. The notice of attendance at inspection to be furnished by the tenant shall be mailed to the landlord by certified mail, at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the Premises are to be inspected. The date of the inspection shall occur within five (5) days before or five (5) days after the date of moving, as designated in the tenant's notice. In the event of a sale of the Premises by landlord, the landlord shall have the right to transfer the Security Deposit to the vendee, or other transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by tenant without the written consent of landlord and any attempt to do so without such consent shall be void.

Upon vacating the premises, should there be a balance left owing to the landlord, collection procedures would start immediately. The tenant assumes all costs of collection, including but not limited to, 30% collection fees. If tenant does not take occupancy of said premises for any other reason other than the unit not being ready for occupancy, security deposit will be withheld to cover that month's rent of unoccupied unit. Tenant will also be responsible for the rent & utilities (i.e. gas and/or electric & water/sewer charges) of said unit until landlord can re-rent unit. Landlord shall have 45 business days in which to return the above security deposit, less any deductions due to outstanding rent, late fees, court costs, damage and/or repairs to the unit, including but not limited to painting labor & materials, house cleaning, carpet cleaning, repairs, unpaid rent, utility and water/sewer/trash bills, etc. Security deposit will be mailed via regular mail unless otherwise requested in writing from the tenant to be sent certified mail at the cost of the tenant

DELIVERY DATE OF PREMISES: 2. The landlord has not guaranteed a specific delivery date for the premises, but the tenant will only be charged rent from the date on which the premises are ready for occupancy and/or tendered by landlord to tenant by delivery of keys.

POSSESSION PRIOR TO COMMENCEMENT OF LEASE: 3. If permission is given to tenant to enter into possession of the premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment/house of landlord other than the premises at any time, tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to time, on a daily basis) unless otherwise agreed to between the parties.

BANK RETURNED CHECKS: 4. If any check issued by the tenant to the landlord or agent for payments due hereunder is returned without payment for any reason whatsoever except landlord's fault, tenant shall pay to the landlord as liquidated damages for additional expenses for bookkeeping and clerical services a charge of thirty-five dollars (\$35.00) for each time said check is returned. Tenant also agrees to pay a 5% late charge (if applicable). Landlord shall have no obligation to make any further deposit of tenant's bank returned check or to accept further personal checks from Tenant as payment for rent, utilities, repairs, etc...

DEFINITION OF RENT: 5. Tenant(s) hereby agree that all payments from tenant to landlord required under the terms of this Lease, including Court Costs, Collection Agency Fees, Attorney's fees, late fees, returned check fees, administrative fees, repair and/or damage charges, lawn maintenance, utilities (electric/gas/oil/phone/cable), water/sewer/trash bills, alarm system monitoring bills, and any other miscellaneous fees shall be deemed as additional rent.

ADMINISTRATIVE AND ATTORNEY/COLLECTION AGENCY FEES: 6. In the event tenant, tenant's family, agents, employees or guests violate any term or provision of this Lease (other than Section 27), or the rules and regulations thereof, tenant shall pay to landlord, in addition to any other damages and expenses incurred by landlord as a result thereof, an Administrative Fee in the amount of sixty-five dollars (\$65.00) to help defray landlord's costs incurred in connection with having tenant remedy such Lease violation. Should landlord employ an attorney or collection agency because of any such lease violation, the tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorneys fees or 30% collection agency fees, as are incurred by landlord. Tenant shall be liable for such attorney fees if landlord institutes legal proceedings. However, where legal proceedings are instituted by landlord against tenant, and said proceedings result in a monetary judgment in favor of landlord, those 30% collection agency fees or reasonable attorney fees for which tenant shall be liable to landlord shall not be less than 15% of said Judgment. This cost is in addition to the court fees when filing in the District Court for any legal proceedings (i.e. failure to pay rent, etc.) A cost of \$40.00 for filing with the Sheriff for eviction will also be charged to the tenant. Any fees such as noted above are considered as rent until the balance is paid in full.

WAIVER: 7. The failure of the landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.

ALTERATIONS: 8. The tenant accepts said premises in their present condition and agrees to keep said premises in a good clean condition. Any alterations, additions or improvements of a permanent nature to the premises shall not be made by tenant without landlord's prior written permission, and any such permanent alterations, additions or improvements made to the premises shall be the property of the landlord without payment to the tenant and shall remain with the premises.

COMPLIANCE WITH RULES & REGULATIONS: 9. A list of Rules and Regulations is attached and made a part of said Lease. The tenant, tenant's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the landlord may adopt, effective ten (10) days after landlord gives tenant written notice thereof. If it is further agreed that the landlord may modify these rules and regulations and that a violation of the rules and regulations after such ten (10) day notice is a default under this Lease.

If the landlord shall at any time deem the tenancy of the tenant undesirable by reason of repeated failure by tenant or his family, friends, employees, agents or guests to abide by said Rules and Regulations (including further amendments thereto) or by reason of the tenant's causing undue or

repeated disturbances to the neighbors or the surrounding area, such acts shall constitute a breach of the Lease, and the landlord shall be entitled to enter and take possession of the premises.

LEASE VIOLATIONS: 10. If any of the representations made in tenants Lease Application are misleading or untrue, or if tenant, tenants family, employees, agents or guests violate any provision of this Lease, or any rule or regulation herein imposed, then landlord may treat such representation or Lease violation as a forfeiture under the terms of this Lease, with tenant's possession of the Premises terminating on the date specified in landlord's notice. Under such circumstances, landlord may re-enter and take possession of the Premises by utilizing applicable law. If tenants possession of the premises should be so terminated, or if the premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the tenant will remain liable to the landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the landlord due to tenant's breach of Lease and/or tenant's termination of possession of the premises as long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the premises (such as rental commissions, administrative expenses and an advertising expense of **\$35.00**), utility costs for the premises while same remain vacant, and costs incurred in redecorating the premises.

INTERRUPTION OF SERVICE: 11. The tenant will receive no rent reduction, nor will landlord be liable to tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the premises or due to defects in the premises not caused by landlord's fault, omission, negligence or other misconduct; or due to the inability of landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the premises, or any equipment or utilities pertaining thereto, landlord may stop or curtail the operation of said equipment or utilities, but in such case due diligence shall be used to complete the work.

RIGHT OF ENTRY: 12. Landlord has the right, after 24 hours' informal oral notice (or in the case of emergency, without such informal notice) to enter the premises at any time by master key or by force if necessary, to inspect the premises, to make repairs/alterations in the premises or elsewhere on landlord's property, to protect the premises from damage or casualty, to enforce any provision of this Lease or to show the premises to prospective future tenants or purchasers without being liable to prosecution therefore, or damages by reason thereof. If landlord cannot reach tenant by telephone then landlord shall be permitted to enter premises without notice for any of the reasons stated above.

RE-ENTRY OF PREMISES: 13. In the event tenant abandons the premises or is required to vacate the premises due to landlord exercising its rights upon tenant's breach of Lease, then the landlord shall have the right to enter the premises for the purpose of making alterations and repairs, and may re-let the premises for a term which may at landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to sell or otherwise dispose of any personal property left in or about the premises or storage area by the tenant, after the tenant has vacated.

ABANDONMENT: 14. Abandonment of the premises shall be deemed to have occurred when the tenant has removed the bulk of tenant's furnishings, including all or most major pieces of tenant's furniture from the premises; photographs or written lists by landlord shall be sufficient proof of such abandonment.

REPAIRS: 15. Landlord shall be responsible for repairs to the premises, its equipment and appliances furnished by landlord, except that tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the premises, its equipment or appliances or any other part of the apartment building, is due to the acts or omissions of tenant, tenant's family, employees, agents or guests. Tenant agrees to immediately pay the cost of the same upon representation of the bill to the tenant by the landlord. Tenant shall immediately notify landlord of any defective condition that comes to tenant's attention. Tenant shall indemnify landlord for any liability, loss or damage incurred by landlord as a result of tenant's failure to so notify the landlord of such defective condition. The tenant will pay for all damages to doors, locks and windows by break-in or vandalism, etc... Tenants are prohibited from changing locks. Should the tenant need the locks changed for any reason, this can only be done by landlord's agent and tenant agrees to pay the cost of the locks/labor, due and payable when locks are changed. If tenant locks themselves out of their house/apartment, landlord will send agent out to let tenant into premises; however, the tenant agrees to pay **\$40.00** payable at the time agent lets tenant into premises.

If damage should occur to the premises, such as broken pipes, due to insufficient heat being maintained by the tenant, tenant will be responsible for paying all costs for materials and labor due to the repair of said damage. If a high water bill occurs due to the breaking of such pipes, or the failure of the tenants to report a leak or other problem to the landlord's office, tenant will be responsible for paying the water bill. Should the tenant have a unit heated by oil heat, tenant agrees to the following: Tenant agrees that if tenant has oil heat, tenant shall contract with an oil company for automatic delivery. Tenant acknowledges that should tenant run out of oil, or use a low grade oil and it is necessary for the landlord to send a heating serviceman out to the unit either (a) to tell the tenant that they have no heat because they ran out of oil, or (b) it is necessary to the landlord to send a serviceman out to bleed the lines in the furnace because the tenant had run out of oil, then tenant agrees that the tenant must pay as additional rent, the cost of the service call for the serviceman to the landlord within fifteen (15) days of receiving said bill from the landlord. Tenant further agrees that if any member of tenant's household, his agents, employees, friends, or guests shall cause damage to the appliances of the landlord, tenant agrees to pay cost of repairing such damage, or if damaged beyond repair, tenant agrees to pay costs and installation fee, if any, for new appliances. Tenant shall not install any appliance of their own, without the written consent of the landlord or his agent. The landlord will furnish and maintain in operation in the leased premises the following appliances: **Range, Refrigerator, (Dishwasher, Washer/Drvr—where applicable).** Tenant acknowledges that should the refrigerator become inoperative for any reason, landlord **is not** responsible for the cost of any loss of any food items in the refrigerator. Tenant agrees to store any food in coolers until such notice that refrigerator is repaired. Landlord agrees that he will contact a refrigerator serviceman during normal business hours as soon as possible after the problem in reported to the landlord's office. Tenant also agrees that should an appointment be set between Tenant and serviceman, and Tenant is not home when serviceman comes for said appointment, Tenant agrees to pay for all missed appointment fees as may be charged by the service technician or his agents. This shall apply for all service calls with regard to appliances, HVAC, plumbing matters, etc... Tenants hereby agree to pay for all clogged toilets, sinks, and drains. Service calls for these clogs will be billed at a minimum charge of **\$35.00 per drain** and must be paid within **15** days of service. All repair and maintenance charges to tenant shall be deemed as additional rent. Repair costs and charges that are subject to change are noted at the end of this lease.

DAMAGES TO PREMISES: 16. In case of injury to the premises by fire or the elements (not caused by the fault, omission, negligence, or other misconduct of tenant, tenant's family, employees, agents or guests), the landlord will repair the damage, the rent being suspended only for such time as the premises, in the sole opinion of the landlord, shall remain uninhabitable; but if the premises are so damaged that the landlord shall decide that it is not advisable to repair the premises with the tenant occupying same, this Lease shall terminate and the tenant shall only be liable for rent to the date of injury. It is understood that any unpaid rent, utilities or damages not paid for by the Lessee themselves, shall be collected by the parents or legal guardian of the signed Lessee, this is acknowledged by the signing of the lease by the parent or legal guardian. **Finally, the cost to repair any damages made by tenant shall be deemed as additional rent. However, if tenant is placed in another unit supplied by Captain Investments, LLC tenant will be responsible for paying rent during the time of repairs unless otherwise specified in writing by Captain Investments LLC.**

SECTION HEADINGS AND NUMBERS: 17. Section headings and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

HEIRS AND ASSIGNS: 18. This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the landlord and the personal representatives and those assigns of the tenant who shall have been approved in accordance with *Section 28* of this Lease.

NOTICES: 19. All notices from tenant to landlord shall be sent by certified mail, return receipt requested, and addressed to landlord at **P.O. Box 2313/106 Lee Street, Salisbury, MD 21804** or to such other address as landlord may, from time to time, designate in writing. All notices from landlord to tenant shall be delivered personally or to the premises, or sent by First Class or Certified Mail, addressed to tenant at the premises. If more than one person shall be tenant hereunder, notice is given to or by any one of them shall bind all.

YARD MAINTENANCE: 20. (1) Tenant shall keep all grass areas regularly cut, otherwise Landlord shall have the right to contract cutting with a **minimum charge to the Tenant of \$30.00**. Tenant must keep all weeds and saplings removed from planting beds and from driveway, sidewalk and gutter. Tenant(s) shall be liable for any fines and penalties as may be levied by the City of Salisbury for failure to maintain thusly. (2) After two (2)

city citations, Tenants will automatically be placed on Landlords Lawn Care Service. Tenants will then be responsible for paying all associated fees. **(3) Snow Removal-** Tenants responsible for shoveling walkway and sidewalk area in front of the house. Tenant also **agrees to cut lawn** directly prior to vacating the Premises or will be charged the cost of grass cutting deducted from the security deposit. **Does not apply to Seagull Village, Green Mor Townhouses or Camden Ave, Salisbury.**

SUBORDINATION OF LEASE: 21. This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the premises leased hereby is a part and is subject and subordinate, also, to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. However, the tenant, promptly upon the request of the mortgagee under any such mortgage or any trustee or beneficiary under any such deed of trust, shall execute, acknowledge and deliver such further instrument of subordination, in recordable form, as such mortgagee, trustee or beneficiary may require. Tenant hereby constitutes and appoints landlord, as tenant's attorney-in-fact to execute any such instrument for and on behalf of tenant. Promptly upon the request of any person succeeding to the interest of the interest of the owner of the property of which the premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest. The tenant provided for by this Section, as such successor in interest may require.

ENTIRE AGREEMENT: 22. This Lease contains the entire Agreement between landlord and tenant, and can only be changed in writing, signed by all parties.

SEVERABILITY: 23. If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

LANDLORD AGREES THAT:

CONDITION OF THE PREMISES: 24. The premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants.

EXISTING DAMAGES: 24. Upon written request of tenant (sent in accord with Section 19 of this Lease Agreement) within fifteen (15) days of occupancy, landlord shall furnish to tenant a written list of all existing damages within the premises.

TENANT AGREES THAT:

UTILITIES: 25. Tenant agrees to be responsible for payment and supply of all gas, electric, oil, telephone service (if any), cable service (if any), water and sewer, trash removal, and other utilities. With the exception of water/sewer, all utilities are to be put in Tenant's name, unless otherwise agreed upon between the parties hereto. Water and sewer remain in the landlord's name and tenant agrees to the following with respect to water/sewer: If tenant resides in a multi-family dwelling, landlord will present tenant with a quarterly invoice and tenant agrees to reimburse landlord as additional rent for his/her share of the water/sewer bill for said premises. If the tenant resides in a single-family dwelling, the landlord will send the bill directly to the premises and the tenant will be responsible for the payment to the municipality. If the premises is not located within corporate city limits and does not have city water and sewer, then the tenant is responsible for the installation and cost of maintaining a water conditioning system at the premises, if deemed necessary, unless otherwise agreed upon by the parties hereto or unless the cost of said water conditioning system has been included in tenants monthly rent.

If the tenant has natural gas heat, tenant agrees to sign a Third Party Notification at Chesapeake Utilities and submit a copy to landlord prior to moving into premises. For those utilities, the cost of which is the tenant's responsibility, the tenant shall pay all charges for their use or consumption in the premises, together with all taxes, levies or other charges on such utilities. If tenant shall fail to promptly pay, when due, any such charges, taxes or levies, the landlord, at its option, may pay same for tenants account, in which event tenant shall immediately, as additional rent, reimburse landlord therefore with interest at a rate of ten percent (10%). Should the premises named herein have oil heat, tenant is responsible for setting up an automatic delivery account with the oil/gas company servicing this property. All fees and deposits shall be paid by tenant. Should tenant fail to set up automatic delivery of oil and the tank becomes empty, tenant shall be solely responsible for any and all costs associated with re-lighting pilot, cleaning/replacing lines if necessary, replacing filters, etc... due to allowing the oil to run out. Tenant shall give written proof to Landlord that the automatic delivery account has been established in his/her name for the year. Should the aforementioned unit be equipped with an alarm system, tenants hereby agree to pay Landlord for all costs associated with monitoring fees charged by Alarm Engineering or any alarm company that Landlord may choose to utilize. Should tenant(s) fail to pay bills within 15 days, tenant understands and agrees to pay for all late fees assessed on the account as a result. Tenant understands and agrees that all costs of alarm monitoring systems shall be deemed as additional rent. Captain Investments LLC is responsible for the cost of water/sewer/trash for Seagull Village & Green Mor Townhouses.. Alarm system for all units (if applicable) must be put into tenant's name to gain access to alarm codes thru Alarm Engineering along with setting up a basic phone line for service.

PAYMENT OF RENT/CREDIT CARD USED FOR PAYMENTS: 26. Tenant shall pay the rent at the landlord's office, **P.O. Box 2313/106 Lee Street Salisbury, MD 21802**, or at such other place the landlord may designate. Except as may otherwise be required by law or by the landlord, all rental payments made by tenant to landlord shall be by U.S. Currency or by check or money order. **Drop box available located at 106 Lee Street, Salisbury, MD 21804**

Tenant understands and agrees that payments received will be applied as follows: Any arrears from previous month(s) will be credited first. In the current month, payment will first be applied to any court costs, late fees, administrative fees or any other miscellaneous charges owed. Having those paid, the remainder of the payment will then be applied to the basic unit rent for the current month.

*Tenant understands and agrees that ALL payments made with a credit card will automatically be charged a minimum processing fee of **3.5%** and will be charged at time of sale. Tenant understands and agrees that this processing fee is subject to change due to increases charged to Landlord and tenant(s) agree to pay for all costs associated with credit card processing fees.*

In the event that the rental payment and other charge(s) are not received in the office of the landlord by the due date (the **1st** day of the month in advance), the landlord shall be entitled to pursue any remedy it may have under this Lease. If the landlord or landlord's agent deems it necessary to pursue any legal action, tenant becomes responsible for and agrees to pay any costs incurred by the landlord upon the filing/serving of such

TENANT(S) INITIALS

LATE FEES: 27. Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that tenant, both while occupying the premises and after vacating same, shall fail to pay any rent and/or any charges, payments, expenses, or costs herein reserved within five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the landlord's right to institute proceedings for rent, damages and/or repossession of the premises for non-payment of any installment of rent. Tenant understands that Landlord will execute Landlord/Tenant proceedings in the District Court on the **1st Thursday following the 5th** day of the month if rent has not been received, and that Tenant is required to pay for all court costs, late fees, administrative fees, etc..., which is considered to be additional rent.

ASSIGNMENT AND SUBLETTING: 28. Tenant covenants that tenant will use the premises for the purpose of a private dwelling only for the tenant and not for any office or commercial use and that he will not allow anyone to share said premises or any part thereof without the landlord's written consent. No person shall reside in the premises on a regular or semi-regular basis other than those named in tenants "Lease Application" filed with landlord or landlord's agent. Tenant agrees and covenants with landlord that tenant is forbidden to sublease the premises or assign this agreement directly or indirectly to another person or persons without the expressed written consent of the landlord. If tenants are in a shared lease, all tenants in the unit must agree in writing of this new person wanting to join. The current tenant's security deposit will be held until the end of the current lease to be used if new tenant defaults on the lease. Once current lease ends, the removed tenant will be released their security deposit. All repairs to the unit will be split by the current tenants including the one was subletting. (If there are 4 on the lease, plus the new person, it will be split 5 ways)

PLEASE NOTE: A sublease is different than termination of a lease. In a sublease, the original tenant remains liable to the landlord if the sublessee does not pay rent or fails to compensate the landlord for damages.

NOISE AND BEHAVIOR – NO EXTERIOR SIGNS: 29. Tenant will not make or permit any unseemly or disturbing noises or conduct by the tenant, tenant's family, employees, agents or guests; nor do or permit any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or occupants of neighboring buildings. Tenant will not knowingly permit to enter the premises or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice in or from the premises, and tenant further agrees that tenant will not place, install or permit any sign on or visible from the exterior of the premises except a small card with tenant's name at each entrance to the premises, or with landlord's written permission, exterior "No Trespassing" sign. **Finally, Tenant also understands and agrees that repeated complaints by neighbors, police, etc... regarding loud noise on or about the premises, could result in immediate eviction from the premises.**

PARTY FINE: THE LANDLORD SHALL HAVE THE RIGHT TO FINE TENANT \$200.00 (TWO HUNDRED DOLLAR) PER OFF CAMPUS PARTY HELD AT THE PREMISES.

An "off campus party" is defined by any gathering involving more than 10 people at the property in which the Landlord did not issue prior written approval. Evidence of an "off campus party" shall be defined by, but not limited to, any of the following:

- 1) Reports of a disturbance by neighbors, police, adjacent business, other students, or by the Landlord.
- 2) Discovery of beer bottles or cans in the parking area, yard or neighbor's yard(s)
- 3) Excessive amounts of alcohol related trash in exterior trash can and/or any Keg inside or outside the premises. If a party is reported, Landlord shall have the right, WITHOUT NOTICE, to investigate. Upon such lease violation, the Landlord shall have the right to evict Tenant(s) without refund of pre-paid rents or security deposit. If a party fine is not paid following written notice, the Landlord has the right to withhold the amount from the Tenant's security deposit. The Landlord reserves the right to donate a portion of the collected fines to the Salisbury University Alcohol Task Force.

Tenants' Initials _____

PLEASE READ CAREFULLY!!!

ALTERATIONS TO THE PREMISES: 30. Tenant will leave the premises at the end of the lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear expected, and will not, without written permission of the landlord, make any alterations, additions or improvements (including painting and papering) to the premises.

SURRENDER OF THE PREMISES: 31. Tenant agrees to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and tear expected. Tenant will surrender all original keys to doors and locks. **Sparkling Sam's Cleaning or other approved cleaners**, a professional cleaning service, will clean the property upon **Tenant's vacating the rental unit**. Said cleaning will include all appliances including exhaust hood in kitchen and ceiling fans, all floors, wipe down kitchen and bathroom cabinets and drawers inside and out, sinks, tubs, toilets, baseboards, dirty walls/window sills. All non-carpeted areas that are tiled will be cleaned and waxed by a professional. If property is carpeted, Tenant agrees to Professional Carpet Cleaning, by **JET CARPET CLEANERS**, at the end of the lease term, or at any renewal or extension thereof. **Tenant is financially obligated to pay for these services via deduction from said security deposit.** Landlord will inspect unit upon Tenant's vacating and if the above cleaning has obviously been already completed upon landlord satisfaction, Landlord agrees to waive the expenditure of Tenant's Security deposit. and the cost of having such cleaning done at a minimum charge of **\$150.00**. Landlord reserves the right to make the final decision as to whether unit has been properly cleaned. Any trash left by the tenant will be hauled away at the tenant's expense at a charge of no less than \$50.00. If landlord deems that carpet is damaged in any way (i.e. cigarette/iron burns, pet and/or unremovable odors, uncleanable stains, tears/rips, etc.) then tenant understands that tenant will be charged for such damage and removal & replacement of said carpets. Tenant understands that the walls are to be in the same condition as when the tenant moved in, all the walls, baseboards, trim, ceilings and doors are to be free of finger prints, stains, splatters, marks from furniture, discoloration from furniture or any adhesive materials or holes any larger than a thumb tack or small picture hanger. Any and all holes larger will be patched, and any of the previously mentioned will be re-painted by landlord at tenant's expense. Tenant(s) are required to completely clean inside and out of all kitchen/bathroom cabinets, appliances, replace stove burner pans if unable to clean, sanitize all bathrooms, wipe down all window sills, baseboards, trim, HVAC vents, ceiling fans, clean all windows inside and window wells, clean all rooms in the unit from top to bottom before vacating premises. If tile floors are stained beyond regular cleaning, tenants are required to have floors stripped and sealed at tenants expense.

Tenant further covenants and agrees that upon the expiration of the said term, or upon the termination of the Lease for any cause, tenant will remove all personal property not belonging to the landlord and at once, peacefully surrender and deliver all improvements herein to the landlord, his agents and assigns; Tenant agrees that any property not removed shall be considered as abandoned and landlord may dispose of the same without being accountable to tenant for same. Provided that in case any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted or vacated, then it shall be lawful for the said landlord, his agent, attorneys, successors or assigns to take legal action (e.g. re-enter, repossess, evict, detain, or any action in compliance with public local laws and laws of the State of Maryland), and charge the tenant any incurred court fees and associated costs. In the event of re-entry by the landlord as herein provided, tenant shall be liable for damage to said landlord for all loss sustained. All repairs and/or labor necessary to return the aforementioned premises to move-in condition, will be billed to tenant(s) at the minimum rate of **\$45.00** per hour, per man, and deducted from tenant(s) security deposit(s), along with any other costs incurred as a result of unit turnover.

If the tenant does not surrender the premises at the end of the lease term, or any renewal or extension thereof, the tenant will make good to the landlord all of the damages which the landlord suffers as a result thereof, and will further indemnify the landlord against all claims made by succeeding tenant against the landlord founded upon delay by the landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is caused by the failure of tenant to surrender the premises. In the event of the failure to do so, tenant will pay a minimum charge of **\$10.00** per original and/or any copies of keys not returned.

WAIVER OF BREACH: 32. Receipt by the landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

INDEMNIFICATION 1: 33. Tenant will indemnify and save harmless the landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the tenant, or the family, guests, agents or employees of the tenant.

LIABILITY OF LANDLORD: 34. Landlord shall not be liable for any damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same arises solely from the omission, fault, negligence or other misconduct of the landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed to be negligence, omission, fault or other misconduct of the landlord.

HOLDING OVER: 35. The Tenant covenants that his occupancy of said premises beyond the terms of this lease shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the Landlord of rent accruing after the expiration of this lease shall be considered a renewal of this lease on a bi-monthly (2 month) basis only. The rent shall be subject to normal rate increases. Every other term, covenant, and condition of this lease shall continue in force. Tenant may terminate this lease at the end of said term by giving Landlord written notice thereof at least sixty (60) days prior thereto. Landlord may terminate this lease at the end of said term by giving Tenant written notice thereof at least sixty (60) days prior thereto. Once lease is bi-monthly, neither the Landlord nor the Tenant can give notice during the months of **October, November, or December**. Notice must be given prior to the end of the month for the next full bi-monthly rental period. All lease terminations must be for the last day of the month. If notice is given any other day than the last day of the month, then the sixty (60) day notice shall take effect the first day of the next full month (bi-monthly rental period). No months shall be prorated for the purpose of lease termination. (i.e. If notice is given on the 1st through the 30th (or 31st) of the month "A", then the notice takes effect on the 1st day of month "B" and the lease would terminate on the 30th (or 31st) day of month "C" – a full bi-monthly rental period (Months "A", "B", and "C" referring to any three consecutive months of the year). After Tenant/Landlord notice, Landlord may show the premises during Landlord's regular business hours. If Landlord needs to show after business hours or on Sundays, Landlord will give a 24-hour informal notice to the Tenant, provided that the Tenant is accessible by telephone..

RENEWAL OPTION: 36. As of **October 1st** the lessee will sign another lease for the upcoming year starting **December 1st** running through **November 25th**. If the lessee does not sign for another year as of **October 1st**, the lessee loses 1st option on the property for another year. As of **October 1st** the lessee agrees to allow the lessor to show the property to any prospective tenants for the next year. Lessor will contact Lessee on or before **October 1st** to see if Lessee intends to renew for next year. Lessee has ten (10) days in which to make this decision. Should Lessee fail to notify Lessor of its intentions for renewal by the 1st, Lessor will place the unit named herein on the market for lease. Lessor and Lessee also agree that if the Lessee wants to extend the lease after the expiration date herein, they will do so by signing another lease for another year. (In other words, these leases run only 12 months at a time, no month to month leases).

INSURANCE: 37. At tenant's sole cost and expense, tenant shall purchase renter's form homeowners insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$100,000.00 each occurrence and, further, to keep tenant's personal property on and in the premises insured for the benefit of tenant, during the term of this Lease, and any renewal or extension thereof, against loss or damage resulting from broad form named perils on a replacement cost basis. If tenant opts not to insure their belongings it is not landlord's responsibility to pay for costs of damaged property as a result of any act of god, theft, etc. Tenant(s) Initials Required

INDEMNIFICATION: 38. Tenant shall indemnify and save landlord harmless from all liability, damage or expense incurred by landlord as a result of death or injury to persons, or damage to property (including the premises) where this Lease Agreement required the tenant to procure insurance for said liability, damage or expense, and tenant failed to do so.

PRE-JUDGMENT INTEREST: 39. If tenant violates this Lease Agreement and said violation results in a monetary loss to landlord, then landlord shall be entitled to pre-judgment interest at the rate of eighteen percent (18%) per annum, on the amount due landlord, from the date the landlord mails its written list of damages to tenant.

LEAD PAINT: 40. Tenant acknowledges that Tenant has been advised by the Landlord that the Premises may contain lead based paint. Tenant understands that eating or chewing paint, plaster or household dust that contains lead can result in lead poisoning, which can cause serious harm to unborn babies and children particularly under six (6) years of age. Areas of particular concern are chipping, flaking, lose or peeling paint, plaster or wallpaper on doors, windows, woodwork and wood trim. Tenant agrees to immediately notify Landlord, pursuant to Item 20 of this Lease Agreement, of any such condition, which Tenant observes within the Premises.

Tenant hereby acknowledges the receipt of the following lead paint information packet from the Landlord containing the following pamphlets:

- 1. NOTICE OF TENANT'S RIGHTS _____
- 2. PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME _____
- 3. A COPY OF INSPECTION CERTIFICATE (FORM MDE 330) _____

Tenant has hereby provided the names and ages of all persons who will be occupying the property for at least 24 hours per week.

Tenant hereby acknowledges that he/she will immediately notify the Landlord in writing of changes (additions or deletions) to this list. Upon expiration of this lease, Tenant will pay a \$55.00 lead re-inspection fee, if tenant vacates property. (only if applicable)

WATER/SEWER/TRASH USE TO BE PAID BY TENANT AS RENT: 41. It is the responsibility of the tenant to pay the metered water/sewer/trash bills on the herein rented property immediately on presentation of these bills when issued by the City or authority having jurisdiction. AS ADDITIONAL RENT. If the tenant fails to pay the bill directly to the City by the time the next quarterly water bill is issued, the landlord, may, at his option, pay the bill and all fees in arrears and this amount paid shall be additional rent due from the tenant to the landlord, immediately upon the landlord's payment. In such case, the landlord shall have the right to file a summary ejection for non-payment of rent in the Rent Court Division of the District Court of Maryland, AND THE TENANT SHALL BE SUBJECT TO EVICTION FOR NON-PAYMENT OF WATER AND SEWER SERVICE CHARGE, IN THE SAME MANNER AS ANY OTHER RENT.

Additionally, if it is necessary for landlord to bill tenant for water/sewer/trash services (i.e. housing/apartment complexes all on one meter), tenant agrees to pay landlord within fifteen (15) days of receipt of invoice for said services. If tenant fails to pay within the above stated period of time, tenant agrees to pay a late fee of \$10.00 for each notice sent out to tenant. These charges shall also be considered to be additional rent. All other provisions as stated above in item #40 apply in this instance as well. Should Tenant fail to report a running toilet, leaky faucet, etc... immediately to Landlord, and the water/sewer bill exceeds its normal rate, Tenant shall be solely responsible for all charges incurred as a result of failing to report the problems stated above.

CITY/COUNTY ORDINANCES/FINES: 42. The tenant is responsible for obeying all City, County, State and Federal ordinances and would be responsible for all fines incurred due to the non-compliance of same. If the fine assessed to the landlord is due to the tenant's non-compliance of the ordinance, the tenant is responsible for the prompt reimbursement of the fine to the landlord and this reimbursement shall also be considered as additional rent.

PEST CONTROL: Tenant shall be responsible for all pest control such as mice, fleas, roaches, ants, vermin, insects or other pests unless evidence of same is listed in Tenant's Inspection Report. It is required for the Tenant to notify Landlord of any roach or any mice infestation. At that time Parsons Pest Control Division will be called, if infestation is due to cleanliness, tenant will be responsible for monthly service provided by Parsons Pest Control

APPLICATION TO RENT: 43. In the event that any of the material representations contained in the "Lease Application" shall be found by the landlord to be misleading, incorrect, or untrue, the landlord shall have the right to forthwith cancel this lease and to repossess the leased premises. The tenant agrees to notify landlord immediately of any change in employment or telephone number and failure to do so will be considered a breach of this lease contract.

RULES & REGULATIONS: 44. A list of rules and regulations is attached and made a part of this Lease Agreement. Tenant agrees to abide by same in all respects. Tenant will not make or permit any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, or guests; nor do or permit any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other Tenants or occupants of adjoining, apartments or neighboring buildings. Tenant will not knowingly permit any person of bad or loose character or of improper behavior to enter the Premises or to remain on said Premises. If the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of any failure by Tenant or his family, friends or guests to abide by said Rules and Regulations (including further amendments thereof) or by reason of the Tenant's causing disturbances to the neighbors or the surrounding area, such acts shall constitute a breach of the lease, and the Landlord shall be entitled to enter and take repossession of the premises. Further, if Landlord is notified that said Premises are violating said rules and regulations, Landlord shall have the right to call the Salisbury City Police to investigate the Premises.

I/WE HAVE READ ALL OF THE PAGES OF THIS LEASE AND I/WE FULLY UNDERSTAND AND AGREE TO THE ABOVE AND HAVE RECEIVED A COPY OF THIS AGREEMENT. - Tenant(s) Initials

RULES & REGULATIONS

PETS: 1. TENANT WILL NOT keep any pets in or about the premises without the written permission of the landlord. *Should* the landlord give written consent to the tenant to have a pet, tenant understands that landlord strictly **PROHIBITS Rotweillers and Pit Bulls**. Under NO CIRCUMSTANCES does the landlord allow these dogs on the premises. Tenant also understands that if the landlord deems that the carpet is damaged in any way by the pet, then the landlord has the option to replace the carpet at the tenant's expense and tenant agrees to pay for it. Tenant also understands that if tenant is found to have a pet on the premises without written consent of the landlord, tenant agrees to pay a fine to the landlord of not less than \$250.00, along with any other costs associated with damage as a result of said pet. This fine shall also be deemed as additional rent. NO DOGS, CATS, OR OTHER PETS ALLOWED IN SEAGULL VILLAGE, GREEN MOR TOWNHOUSES, CAMDEN AVE OR OTHER PLACES, NO EXCEPTIONS!

APPLIANCES: 2. TENANT WILL NOT install any washing machines, dryers, dishwashers, air conditioners, or other appliances in the premises without the written consent of the landlord.

WALLS AND WOODWORK: 3. TENANT WILL NOT drive nails into the woodwork or walls of the premises. Only picture hanging tacks are permitted. Absolutely **NO** adhesive tape or material is to be used. Tenant shall be responsible for any damage caused by this negligence.

WALLPAPER AND PAINT: 4. TENANT WILL NOT apply contact paper, wallpaper, or other wall covering to the premises, and will not change the type or color of paint within the premises from that utilized by the landlord without the landlord's prior written consent.

PORTABLE HEATERS: 5. No appliance, which contains a compressor or heating element, may be used by any tenant who does not pay his or her own electric bill. **KEROSENE HEATERS AND ELECTRIC HEATERS ARE ABSOLUTELY NOT ALLOWED.**

LOCKS: 6. TENANT WILL NOT change the locks on the doors of the premises or install additional locks, chains or other fasteners without the prior written permission of the landlord. Upon termination of the tenancy, all keys to the premises must be returned to the landlord. If tenant fails to comply with this rule, Tenant shall pay landlord fifty dollars (\$50.00) for reimbursement of the cost of changing or re-keying the locks. Tenant SHALL NOT mail any keys back to landlord. All keys must be **HAND DELIVERED** directly to the office and clearly marked as to the unit the keys belong to and tenants name. Keys inscribed with a number (for master key system) must be returned to landlord upon termination. If master keys are not returned, tenant agrees to pay landlord **\$15.00** per key for replacement, along with the cost of replacing the locks as stated above.

FURNITURE: 7. TENANT WILL NOT keep any water-containing furniture in the premises (i.e. water beds).

APPLIANCES & UTILITIES: 8. TENANT WILL NOT misuse or overload appliances or utilities furnished by the landlord. TENANT WILL NOT leave water running anywhere on the premises.

ADVERTISING: 9. TENANT WILL NOT display any advertisement, sign, or notice, inside or outside the premises.

WIRES AND ANTENNAS: 10. TENANT WILL NOT install any wire, cable, satellite dish, or antenna for radio, television, or other appurtenances in or on the premises **without the prior written consent of the landlord.**

FIRE RISK: 11. TENANT WILL NOT store in the premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.

LAW AND INSURANCE: 12. TENANT WILL NOT do anything that would violate any law or increase the insurance rates on the building in which the premises are situated.

THROWING OF ARTICLES - UNTAGGED VEHICLES: 13. TENANT WILL NOT throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios. TENANT WILL NOT store anything in the hallways, stairways, or common areas of the building. No motorcycle, moped or vehicle is allowed to be parked on the lawn or porches of any rental property. **UNTAGGED/INOPERABLE VEHICLES OF ANY KIND WILL NOT BE TOLERATED ON THE LAWN OR PORCHES OF ANY RENTAL PROPERTY AND WILL BE TOWED AT THE TENANT(S) EXPENSE.** Nor will we tolerate working on any vehicles on the property. This includes parking lots, lawns or vacant lots. Tenant is also solely responsible for any and all fines imposed by the City for towing untagged vehicles.

WINDOW SILLS: 14. TENANT WILL NOT place anything on the outer edges of the sills of windows.

CLEANING OF RUGS, MOPS, ETC.: 15. TENANT WILL NOT shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of the premises of the building in which the premises are situated.

CANVASSING: 16. TENANT WILL NOT cause the distribution in common areas of the apartment building, or under apartment doors, of handbills, circulars, advertisements, papers or other matter which, if discarded, would tend to litter such area. Canvassing, soliciting and peddling in the apartment building are prohibited. The foregoing shall not prohibit tenant from using direct mail solicitation or advertising in the regular communications media.

CONSUMPTION OF ALCOHOL/LOUD DISTURBANCES/BEHAVIOR OUTSIDE OF PREMISES: 17. Absolutely no alcoholic beverages will be allowed outside the properties (this includes porches, patios, roofs, yards, lawns, etc.) by anyone, whether tenant or visitors. **ABSOLUTELY NO DISTRIBUTION, MANUFACTURE OR USAGE OF CONTROLLED DANGEROUS SUBSTANCES, GAMBLING AND/OR PROSTITUTION IS PROHIBITED! IN MULTI-FAMILY DWELLINGS, USE OF THE PORCHES OR GROUNDS FOR LOITERING OR GATHERINGS WILL NOT BE TOLERATED. IMMEDIATE EVICTION WILL ENSUE SHOULD THIS BEHAVIOR TAKE PLACE.**

Loud music or any other noises (which can be heard two feet away from a closed door or ten feet away from an open window) will not be tolerated at any time. Complaints received in our office from your neighbors or local law enforcement officials regarding loud noise, loud music, fighting, parties, yelling & screaming, reckless driving, or any other irresponsible behavior will result in immediate eviction from the rental property. In addition, willful destruction to the property may also result in immediate eviction from the premises.

Tenants' behavior outside the premises shall be orderly and shall not be construed as offensive in any way. Tenants agree not to be sexually active outside the premises for neighbors or passers by to see. Complaints for such actions will result in immediate eviction from the rental property.

STORAGE, PLAY EQUIPMENT, BBQ GRILLS: 18. TENANT WILL NOT install or erect any permanent or portable swimming or wading pools, playground equipment, storage sheds or other facilities, or BBQ grills anywhere on the property on which the premises are located.

GARBAGE AND RUBBISH: 19. TENANT WILL place tenant's garbage and rubbish for disposal only as landlord directs. All garbage will be placed in the dumpster placed on-site for tenants convenience. Tenant shall not store trash bags behind the unit for any reason. Should it become necessary for landlord to remove garbage bags, cans, bottles, debris, from the premises, tenant will be charged a minimum fee of **\$50.00** to haul away trash, along with all dump fees associated with this action.

STORAGE AREAS: 20. TENANT WILL only utilize such storage areas, if any, which are assigned to tenant and shall allow landlord to enter any storage area improperly utilized by tenant and to remove the contents thereof and to dispose of or store the same at the expense and risk of the tenant. Tenant will provide a lock for the storage area utilized by tenant unless landlord has already provided (i.e. storage units directly attached to premises).

CONDITION OF PREMISES: 21. TENANT WILL keep balconies and patios free of all personal belongings, except that tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Tenant will keep all grassy areas, parking lots and driveways free of any garbage, cans, bottles, cigarette butts, containers, etc. If tenant fails to keep these grassy areas cleaned up, and landlord's agent has to remove debris, tenant agrees to pay for any and all costs associated with said removal of debris at the minimum rate of **\$50.00** per hour per man. If landlord is responsible for maintaining the lawn and tenant has not kept the lawn, immediate parking area or driveway free of debris prior to lawn being cut, tenant agrees to pay landlord any and all additional costs billed to landlord as a result of landlord's agent having to clean up before mowing at the rate of **\$50.00** per hour per man, plus the cost of all dump fees. Should the City come out to mow the lawn prior to Landlord, Tenant is solely responsible for any and all costs incurred as a result. *Tenant is not permitted to install satellite dishes of any kind in or about the premises.* **Comcast** cable is available for tenants use at tenants cost.

DISPOSAL OF GREASE – SPECIFICALLY FEMININE PRODUCTS: 22. TENANT WILL dispose of grease or other drain blocking material or waste in a sealed container. (i.e. glass jar) and throw away as rubbish. Tenant shall not dispose of grease or other drain blocking material or waste in the plumbing, disposals, or drains of the premises, and if tenant causes blockage of such plumbing of drains, tenant shall reimburse landlord for all resulting costs of repair or replacement. Tenant shall pay the charge for such repair or replacement within fifteen (15) days of receiving invoice for such repair or replacement. These charges shall also be considered additional rent.

PAINT: 23. TENANT WILL notify landlord, pursuant to Section 19 of this Lease, of any loose, peeling, flaking or chipping paint or wallpaper, or cracked plaster, found either on the inside or on the outside of the premises.

HEATING/COOLING OF PREMISES: 24. TENANT WILL keep the premises heated to a minimum temperature of 50 degrees F. during cold weather by using the heating equipment on the premises and not by using the stove or other appliances. Tenant shall reimburse landlord for all costs incurred by landlord in repairing or replacing frozen pipes serving the premises if such freezing is the fault of the tenant, tenant's family, employees, agents or guests. TENANT WILL keep the premises cooled to a minimum of 75 degrees F. during hot weather to eliminate mold & mildew build-up in the unit.

MISCELLANEOUS: 25. TENANT WILL keep the cellar, yard and sidewalk clean and the grass cut, bushes trimmed and weed all flower beds; tenants agree to keep the front, rear and any sidewalks and steps clear of ice and snow, and agree to hold harmless the Landlord of any liability should tenant or tenants guests fall as a result of tenants failure to clear ice and snow off of steps or sidewalks; tenant agrees to pay the cost of exterminating insects and pests in the premises. It is agreed that Tenant shall contact an exterminator immediately should any roaches or other pests appear in the unit and tenant shall pay for extermination of same. It is agreed that the landlord **does not** supply, repair, replace or install storm doors, storm windows, screen doors, window screens or shades, mailboxes, fuses, light bulbs, smoke detectors (except if required by law), bakeries, furnace filters, laundry wash trays, janitor service, garbage collection or any items or services not specifically listed as supplied in this Lease Agreement. Landlord will install and pay for the installation of a screen door as required by Section 8, however, should said screen door become damaged for any reason whatsoever, Tenant will be solely responsible for the cost of repairs and/or replacement of same. Tenant understands and agrees that vehicles must be parked solely in the driveway, if present, or off-street. Vehicles are strictly prohibited on grassy areas.

SMOKE DETECTOR TESTING: 26. If landlord has installed smoke detectors in the premises, it is tenant's responsibility to test same periodically and keep same in operating condition at all times. Tenant is responsible to maintain and/or install fresh batteries when tenant(s) move in, and every six months or when smoke detector starts beeping.

NO GROUP MEETINGS, ETC. 27. No tenant, family member of tenant, agent, employee, guest or invitee of tenant may conduct or participate in, on the grounds of any property owned by the landlord, any yard sales, carnivals, rallies, or other group meetings or activities without the prior express written permission of the landlord. A single violation of this rule is grounds for immediate eviction.

~~**TELEPHONE SERVICE:** 28. Tenant understands that tenant is required to have a telephone installed at the premises within two weeks of taking possession of the premises and to provide landlord with telephone number to premises. Should tenant not get a telephone at the premises, fail to provide landlord with telephone number or change number and fail to notify landlord, tenant understands that tenant will then be in breach of contract and landlord may seek possession of premises under breach of contract. Landlord is not responsible for inside or outside wiring should tenant require additional phone connections inside of premises. Tenant is also responsible for all initial hook up fees charged by the phone company.~~

UNRELATED PERSONS IN UNIT: 29. No more than four (4) unrelated people shall be allowed to live in this Property. If the residents of this lease agreement are found to be housing more than four (4) unrelated people, it shall be deemed a violation of the terms of this lease and shall be grounds for immediate eviction.

PARKING: 30. Parking at Seagull Village and Camden Ave is by PERMIT only. All other vehicles are subject to towing at a minimum of \$75.00. Should a tenant have visitors, it is the tenant's responsibility during business hours to request a visitors parking permit. The visitors parking permit is issued for a 2 day lending period. Failure to return the permit is subject to a \$25.00 fee.

WEAPONS: 31. AT NO GIVEN TIME SHOULD A TENANT, FAMILY MEMBER OF TENANT, AGENT, EMPLOYEE, GUEST OR INVITEE OF TENANT CARRY, PRODUCE, STORE OR USE A FIREARM OF ANY KIND AT THE RESIDENCE LISTED ON THIS LEASE. THIS IS A LEASE VIOLATION REGARDLESS IF REGISTEERED OR NOT WITH THE STATE OF MARYLAND. A SINGLE VIOLATION OR SUSPESION OF THIS VIOLATION CAN RESULT IN IMMEDIATE EVICTION OF THE TENANT(S).

Pro-rated first month's rent. May apply if moving in on any other date after the 5th of the month.

For the period from Tenant's move-in date [redacted] through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of **\$0.00** This amount will be paid on or before the date the Tenant moves in.

ATTEST:

AFFECTIVE JANUARY 1, 2007, ALL UNITS TO WHICH CURRENTLY HAVE WASHER/DRYERS IN THEM WILL BE THE TENANTS RESPONSIBILITY FOR ANY REPAIRS/REPLACEMENTS NEEDED. THIS CHANGE IS DUE TO AN OVERWELMING RESPONSE TO REPAIRS DUE TO TENANT NEGLIGENCE. HOMES WILL BE SUPPLIED ONLY WITH WASHER/DRYER HOOKUPS UNLESS OTHERWISE SPECIFIED IN WRITING BY MANAGEMENT.---DOES NOT APPLY TO GREEN MOR TOWNHOUSES, SEAGULL VILLGE, SHILOH ST. OR CAMDEN AVE.----

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

CAPTAIN INVESTMENTS, LLC,

By: _____
LANDLORD or AGENT FOR LANDLORD

Date: _____

By: _____
- Tenant

Home/Cell Phone: _____

Email address: _____

By: _____
- Tenant

Home/Cell Phone: _____

Email address: _____

By: _____
- Tenant

Home/Cell Phone: _____

Email address: _____

By: _____
- Tenant

Home/Cell Phone: _____

- Parent/Guardian – Guarantor for Lease

Home/Cell Phone: _____

Email Address: _____

-- Parent/Guardian – Guarantor for Lease

Home/Cell Phone: _____

Email Address: _____

-- Parent/Guardian – Guarantor for Lease

Home/Cell Phone: _____

Email Address: _____

-- Parent/Guardian – Guarantor for Lease

Home/Cell Phone: _____

Email address: _____

Email Address: _____

*Co-Signatures for students **(REQUIRED)** for each Tenant before move in!!!*

Move Out Cost Schedule & Service Calls

Prices are subject to change
PRICES ARE NON INCLUSIVE

| Item | Fee/Repair/Replacement Cost |
|--|--|
| Return Late Fee | 5% of monthly rent |
| Returned Check Fees | \$35.00 plus applicable late charges |
| Front Door | Cost of Materials + \$45.00 per hour installation per man |
| Clean Refrigerator | \$50.00 minimum + \$45.00 per additional hour per man |
| Clean Stove | \$50.00 minimum + \$45.00 per additional hour per man |
| Repair Walls from removal of contact paper, mirror tiles or wall paper | Time & Materials |
| Clean Carpet | \$150 minimum, additional cost if excessive stains/dirt |
| Remove Carpet Strips | \$25.00 per room |
| Remove/Repair wall stick-ups (paper cup holders, hooks, deodorizers, etc.) | \$5.00 each repair |
| Removal of Trash | \$50.00 minimum |
| Removal of Large Furniture | \$80.00 minimum |
| Clean Apartment/House | 1 bedroom \$100.00, 2 bedrooms \$200.00, 3 bedroom \$300, 4 bedroom \$400, extra charge if excessive |
| Replacement of Kitchen Light Fixture | Cost of materials + \$45.00 per hour installation per man |
| Replacement of Bathroom Light Fixture | Cost of materials + \$45.00 per hour installation per man |
| Replacement of Dining Room Light Fixture | Cost of materials + \$45.00 per hour installation per man |
| Replacement of Covers/Globes Only | \$15.00 each |
| Replacement of Hall Light Fixture | Cost of materials + \$45.00 per hour installation per man |
| Replacement of Toilet | Cost of materials + \$45.00 per hour installation per man |
| Replacement of Toilet Tank Cover Only | Cost of materials + \$45.00 per hour installation per man |
| Excessive Cleaning required of toilet/tub | \$50.00 |
| Excessive cleaning required of sink | \$50.00 |
| Replacement of Kitchen Sink | Cost of materials + \$20.00 per hour installation per man |
| Replacement of Locks (unreturned Keys) | |
| Dead Bolt | \$45.00 |
| Handle Lock | \$45.00 |
| Laundry Room | \$20.00 |
| Mail Box | \$45.00 |
| Replacement of Light Bulbs | \$0.95 each |
| Replacement of Florescent Bulbs | \$5.00 each |
| Replacement of Patio/Balcony Screens | \$45.00 |
| Replacement of Window Screens | \$25.00 |
| Carpet Burns/Stains | \$25.00 minimum per stain, additional if excessive |
| Repairing Holes in Walls | \$20.00 minimum per hole, additional if large hole |
| Crayon, writing on walls | \$20.00 minimum per wall |
| Repainting of Walls over Colored Paint | \$50.00 per coat, per room |
| Replacement of Medicine Cabinet | Cost of materials + \$45.00 per hour installation per man |
| Repair/Replacement of Wooden Doors | Cost of materials + \$45.00 per hour installation per man |
| Repair/Replacement of Door Frames | Cost of materials + \$45.00 per hour installation per man |
| Vanity Burns or Chips | \$20.00 minimum |
| Replacement of smoke detector | \$10.00 |
| Installation of new sub-floor | Cost of materials + \$45.00 per hour installation per man |
| Removal of Contact paper from shelves & drawers | \$10.00 per cabinet and/or drawer |
| Replacement of mini-blinds | \$15.00 each blind |
| Replacement of Sliding Glass Door Blinds | \$125 for materials + \$45.00 per hour installation per man |
| Cleaning of mini-blinds | \$15.00 each blind |
| Replacement of ceramic bath holders | \$25.00 minimum + \$45.00 per hour installation per man |
| Cleaning windows | \$20.00 per window |
| Holes in doors or walls requiring spackling and paint | \$50.00 minimum + \$45.00 per hour labor, per man |
| Replacement of Pickets in railings at Seagull Village | \$5.00/picket + \$45.00 per hour labor, per man |