

**LEASE AGREEMENT**

**I. THIS LEASE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Gerard McNiff, hereinafter collectively referred to as Landlord, and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, hereinafter collectively referred to as Tenant. Landlord and Tenant hereby jointly and severally agree as follows:

**II. DESCRIPTION AND TERM:** Landlord does hereby rent to Tenant, and Tenant does hereby lease from Landlord, in "as is" condition, all that improved real property having an address of: \_\_\_\_\_, **Frostburg, MD 21532** for the term beginning on the 25th day of August, 2020 and ending on the 25th day of May, 2021 for the sum of \_\_\_\_\_, payable in two payments. First payment of \_\_\_\_\_ is due July 1, 2020(\_\_\_\_\_ per student). The second payment of \_\_\_\_\_ is due January 1, 2021(\_\_\_\_\_ per student). Payments should be made to Gerard McNiff and sent to PO Box 3755, Frederick, MD. 21705.

If a student is receiving student loans or financial aid and not able to pay the rent in accordance to the above mentioned terms, the student must have their parents or guardians sign a release form guaranteeing that the rent will be paid. Landlord will provide such forms.

Any payment which is more than fifteen (15) days late will incur a penalty charge of 5 percent of the total rent due. A 2% finance charge will incur every month the rent is not paid there after.

It is expressly understood and agreed that this Lease Agreement shall be between Landlord and each signatory, individually and severally, and that in the event of default by any one signatory, every remaining signatory shall be responsible for timely payment of the rent and all provisions of this Lease Agreement. Notwithstanding this provision, it is further agreed that in the event one or more of the Tenants shall renege on this Lease Agreement by reason of health, dismissal from the University or other reason, they will remain financially responsible under the terms of this Lease Agreement. If a suitable replacement can be found by such Tenant, or if Landlord is able to find a replacement, Landlord may except the new Tenant and release the original Tenant from further financial responsibility.

You, individually and severally, will not be released from this Lease Contract for any reason-including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residence, loss of employment and bad health.

**III. ALLOCATION OF PAYMENTS MADE BY TENANT:** All payments made by Tenant to Landlord shall be applied as follows: first, to any late charges due and owing; second, to any and all Court costs due, attorney's fees with a minimum of Five Hundred Dollars (\$500.00) and any additional amount charged arising out of a summary suit for rent; third, to any and all costs, deposits or charges which are the obligation of the Tenant as stated in other sections of this Lease Agreement; fourth, to pay any past due rents or debts arising out of this Lease Agreement; and fifth, to any currently due rent.

**IV. PARTIAL RENT PAYMENT:** It is agreed that the acceptance by Landlord of less than the full amount of rent due shall not serve to prevent Landlord from filing a summary ejection action for any balance still due and owing. Any remaining balance shall be subject to a late fee.

**V. SECURITY DEPOSIT:** In addition to the payment of the first period's rent, Tenant does upon execution hereof deposit the sum of \_\_\_\_\_ (-----; \$500/Student), **receipt of which is hereby acknowledged**, which security deposit shall be held as security by Landlord for the full and complete performance by Tenant of Tenant's obligations under this lease, and shall be applied at the expiration of the term hereof, or any extensions or renewal, if any, on account of any damage to the premises, common areas, major appliances and furnishings by Tenant, Tenant's servants, licensees or visitors in excess of ordinary wear and tear. In the event Tenant shall have fully and completely performed all obligations under this lease at the termination hereof, said security deposit shall be refunded to the Tenant within fortyfive (45) days after the termination of this lease in accordance hereof, together with simple interest, which shall have accrued in the amount as mandated by the state, per annum from the date of execution hereof. Tenants have the right to have the dwelling inspected by the Landlord in the Tenants presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so request by certified mail within fifteen (15) days of the tenants occupancy. The Tenants have the right to be present when the Landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises, if the Tenant notifies the

Landlord by certified mail at least fifteen (15) days prior to the date of Tenant's intention to move, the date of moving and the Tenant's new address. It is the Landlord's obligation to conduct the inspection within five (5) days before or after the tenant's stated date of intended moving, and shall notify the Tenant in writing of the date of inspection. It is the obligation of the Landlord to return any unused portion of the deposit, together with a written list of the charges against the security deposit claimed by the Landlord and the actual costs, by first class mail, addressed to the Tenant's last known address within forty-five (45) days after the termination of the tenancy. Failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney's fees. Landlord shall retain a copy of the receipt for two years after termination, abandonment of premises, or eviction of Tenant. Landlord shall be liable to the Tenant in the sum of twentyfive (\$25.00) dollars if the Landlord fails to provide a written receipt for the security deposit. **IN NO EVENT MAY TENANT APPLY SAID SECURITY DEPOSIT OR PART THERE OF TOWARDS ANY MONTH'S RENT.**

**VI. UTILITIES:** Tenant is responsible for contacting the utility companies and establishing an account in their name for billing purposes. Additionally, Tenant shall be responsible for and shall pay all deposits required by the telephone, electric, cable and gas companies. The Landlord will be responsible for the payment of the water, sewerage and trash removal. This house does not have central air conditioning.

**VII. COMPLIANCE WITH LAWS:** Tenant agrees to comply with all laws, ordinances, rules, requirements and directives of the City of Frostburg and the Office of the Maryland State Fire Marshal. Tenant shall keep fire safety equipment, such as fire extinguishers and smoke detectors in the installed location and shall not make any modification which would prevent proper operation of the same. **Smoke Detectors: This residential dwelling unit contains alternating current (AC) powered smoke detector will not provide an alarm. Therefore the occupant should obtain a dual powered smoke detector or battery powered smoke detector. Any expenses associated with additional smoke detectors are the responsibility of the tenant.** Tenant shall use the off-street parking provided. The maximum number of tenants allowed in the premises at any one time shall be 4. Tenant shall be responsible for the payment of penalties resulting from citations issued by the City of Frostburg or by the Office of the Maryland State Fire Marshal due to any act or neglect of Tenant, his

servants, licensees, invitees or visitors, or other occupants of the demised premises. Should the above happen on more than one occasion, or City Police be called on more than one occasion, and citations result, this will be construed as a material breach of this Lease Agreement and will result in immediate termination of such Lease, and Tenant must vacate the premises immediately. It is mutually agreed between the parties hereto that Landlord shall not be liable for any damage of whatsoever kind caused by any changes in the laws or regulations promulgated by the City of Frostburg with regard to rental property.

**VIII. EQUIPMENT:** The premises are furnished by Landlord with refrigerator, oven/stove, kitchen table with chairs, washer and dryer, and dressers. Tenant agrees to use and maintain such equipment and plumbing fixtures of Landlord now or hereafter provided, and to be responsible for the cost of all repairs, light bulbs, screens and any damage to said items.

**IX. NOTICES:** All notices required to be given by Landlord to Tenant shall be sufficiently given or posted at the premises. If there are two or more undersigned as tenant, then any notice given by Landlord to one shall constitute notice to all. Notice given by Tenant to Landlord shall be given by certified mail, return receipt requested at P.O Box 3755, Frederick, MD. 21704. Phone No.301-788-7638.

**X. BAD CHECKS:** If a check is accepted by Landlord from Tenant, it is purely as an accommodation to Tenant. If the check is dishonored by the bank, Tenant agrees to pay a charge of Fifty Dollars (\$50) to Landlord to offset the administrative costs incurred by Landlord. Such charge shall constitute additional rent.

**XI. OCCUPANCY AND USE:** The premises shall be used solely for residential purposes for Tenant and for no others except with written consent of Landlord. Tenant agrees not to use or permit the use of the premises for unlawful or immoral purposes. Tenant agrees to keep the premises clean and in good order. Tenant agrees not to hamper, disturb or interfere with other tenant in the building, nor to create or suffer any nuisances in the premises affecting the rights of others. Upon termination of this Lease, or any renewal thereof, Tenant agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear exempt. The landlord will inspect the property, inside and out, to ensure that the property is in good working order (smoke alarms active, railings secure, ect.) on a regular basis. Landlord will give notice via email or text prior to inspection.

**XII. QUIET ENJOYMENT:** In the event that Tenant shall pay the rent as provided for herein and otherwise perform all of the covenants and conditions to be performed, and shall abide by all of the rules and regulations as set forth herein, Tenant shall have peaceful and quiet enjoyment of all the demised premises for the term of this Lease.

**XIII. TRASH, GARBAGE AND CLEANING:** No trash or garbage receptacles are to be stored in common hallways or porches prior to pickup. Garbage must be placed in the provided trash can or waterproof bags and put out for collection once a week. Garbage shall not be put out any sooner than 8:00 P.M. on the evening preceding the day of collection. Tenant will be responsible for cleaning up and disposing of any garbage on the street caused by ruptured bags, regardless of cause or reason for such rupture. This includes all walkways, yards or other areas regardless of why or how the trash got there.

**XIV. TENANT'S OBLIGATIONS TO PROPERTY:** Tenant agrees to keep property in a clean, safe and sanitary condition and not to alter, change, damage or remove any part of the premises, which includes but is not limited to wall, ceiling, floors, paint, paper, plumbing, heating, electrical, glass, doors, hardware and fixtures, or install major appliances in the premises without the prior written consent of Landlord. Tenant shall give Landlord prompt notice of any defect in or accent involving the water or steam pipes, the electrical system, heating apparatus, smoke detection systems or any other part of the said premises, in order that the same may be repaired with due diligence. Tenant is responsible for toilets that back up. It is not the Landlord's responsibility. Tenant shall not dispose of any products or items in the toilet except for bathroom tissue. Tenant is responsible for setting mice traps if mice enter the house in the colder months. And disposing of said traps when needed. Tenant agrees to keep the entire dwelling unit and basement, yards, porches, fire escapes, steps, walks and sidewalks clean and to keep all walks, sidewalks, porches and exterior steps clear of snow and ice. Further, the City requires that walks be shoveled after every snow, and tenant can be fined by the City for negligence. Tenant must continually occupy premises and keep premises heated to a minimum temperature of fifty degrees (50) Fahrenheit during freezing weather by using the heating equipment on the premises and not by using appliances. Tenant agrees to pay for repairing any damage to the building or equipment therein, including burst water pipes or other water facilities, caused by freezing resulting from the negligence or willful act of Tenant. Tenant agrees

to pay for the replacement of all broken or cracked window glass or other glass, regardless of the nature or cause of breakage.

**XV. DAMAGE TO PREMISES:** Tenant shall be responsible for the cost of repairs to the leased premises and fixtures belonging thereto whenever they have been damaged by misuse, negligence or neglect of Tenant, his servants, licensees, invitees or visitors, which said cost shall be construed as additional rent, and shall be payable on demand. It is mutually agreed between the parties hereto that Landlord shall not be liable for any damage of whatsoever kind, or by whomsoever caused, to the person or property of Tenant or to anyone on or about the premises by consent of Tenant, and Tenant agrees to hold Landlord harmless against all such damage claims.

**XVI. UNINHABITABILITY:** If the demised premises become uninhabitable due to fire, mechanical breakdown or other reason not due to Tenant's negligence or willful act or that of Tenant's servants, licensees, invitees or visitors, Landlord shall promptly rebuild or repair the premises and rent shall abate for the period of time the premises were not habitable. Should Landlord decide not to rebuild, this Lease shall end and the rent shall be prorated up to the time of damage.

**XVII. RENTAL APPLICATION:** Tenant agrees that all information supplied in the rental application which is made a part of this Lease Agreement is true and correct, and in the event any information is not complete and true in every respect, Landlord shall be entitled to possession of the property pursuant to law, and Tenant shall be liable for all costs and expenses, including reasonable attorney's fees incurred in connection therewith.

**XVIII. CHARGES AGAINST TENANT TREATED AS RENT:** Whenever this Agreement provides for additional rent or a charge against Tenant, for any reason so stated in this Agreement, or requires Tenant to be responsible for payment of a bill, and in the event Tenant shall fail to pay such additional rent, charges or payment, then the amount thereof, at the discretion of Landlord, and without further notice to Tenant, shall be added to and classed as part of the rent due and is payable upon demand without setoff or deduction. Landlord shall have the same remedies for the collection of such additional rent, charges or payments as he has the rent.

**XIX. PROHIBITED ACTS AND CARE OF PREMISES:** No portable swimming pools, playground equipment, air conditioners, electric heaters, waterbeds, washing

machines, or outside television or radio aerials or any other apparatus designed to receive electronic signals will be installed without the written consent of the Landlord, or shall tenants overload the electrical system. Nothing shall be attached to the roof or the walls, which could cause damage. Tenant shall not obstruct the sidewalks, fire escapes, entries, steps, elevators, stairways or landings, shall not violate any laws in using the property, and shall comply with all health, housing, fire and police regulations, shall not store or permit the storage of any gasoline kerosene, or other flammable liquids or substances in the premises, common hallways, basements or other storage areas. The use of kerosene heaters are forbidden. Tenant may not disconnect or remove the refrigerator or range, if supplied by Landlord, without the prior written consent of the Landlord. Tenants agrees not to violate any laws in using the property, and further agrees to comply with all health, housing, fire and police regulations.

**XX. NOISE AND BEHAVIOR:** Tenant shall permit no disturbing noise or conduct, and shall not knowingly permit to enter the premises or to remain therein any person of bad or loose character or of improper behavior, nor permit any illegal or immoral conduct or obstruct or interfere with the rights of other tenants in any way or injure or annoy them at any time. Tenant shall allow no singing or musical instruments of any kind, including television, radio, stereo or other noisemaking devices or other loud entertainment at any time, if it shall disturb or annoy other occupants of the building or of the neighboring properties. Tenant shall not permit climbing, sitting or otherwise being on or putting anything on the roofs of premises. If Landlord shall at any time deem the tenancy of tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days written notice.

**XXI. RELEASE OF LIABILITY:** Tenant assumes all risk of any damage to person or property that may occur by reason of water or the bursting or leaking of any pipes or waste about said premises or from any act of negligence of any other Tenant or occupants of the building or of any other person or fire or hurricane or other act of God or from any case whatsoever, provided that the Landlord shall make necessary repairs to prevent further damage with reasonable diligence after notice is given to Landlord, and Tenant agrees to give Landlord prompt written notice of any accident or defect in the premises.

**XXII. ASSIGNMENT:** No assignment or sublease of the premise shall be binding upon Landlord without the written consent of Landlord.

**XXIII. NOTICE OF MOVING:** Tenant must give thirty (30) days' notice prior to moving, clean the property, including the refrigerator and range, and other equipment, if supplied by Landlord, remove all trash, furniture and other belongings, secure the premises, and leave the same in good condition, ordinary wear and tear expected, and return keys to Landlord within twenty four (24) hours of vacating.

**XXIV. ATTORNEY'S FEES:** In the event of the employment of an attorney by the Landlord because of a violation of any term or provision of this Lease Agreement, the Tenant agrees to pay such attorney's fee.

**XXV. LEAD PAINT:** Tenant acknowledges that Tenant has been advised by Landlord that the premises may contain lead base paint. Tenant understands that eating or chewing paint, plaster or household dust that contain lead can result in lead poisoning which can cause serious harm to unborn babies and children, especially those under six years of age. Areas of particular concern are chipping, flaking, loose or peeling paint, plaster or wallpaper on doors, windows, woodwork and wood trim. Tenant agrees to immediately notify Landlord of any loose, peeling, flaking or chipping paint, wallpaper or cracked plaster, found either on the inside or outside of the Premises.

**XXVI. WAVING OF ONE BREACH NOT A GENERAL WAIVER:** No waiver of any breach of the covenants, provisions or conditions contained in this Lease Agreement shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

**XXVII. ILLEGALITY-SEVERABILITY:** In the event any provision or provisions of this Lease Agreement, shall be deemed by a court of competent jurisdiction to conflict with applicable laws, such provision or provisions shall, at Landlord's options, either be deemed modified to the extent necessary to comply with such a law, or severed from this Lease Agreement and shall cease to be a part thereof. If such provision or provisions are so severed, the remainder of this Lease Agreement shall remain in full force and effect.

**XXVIII. ENTIRE AGREEMENT:** Landlord has made no promises or representations, except those stated in this Lease Agreement, and it is agreed that this Lease Agreement

and the agreements herein contained can be changed only on writing and signed by both Landlord and Tenant.

**XXIX. GENDER:** The use of the male gender shall include the female and vice-versa.

**TENANT(S) HAS READ OR HAS THIS LEASE AGREEMENT READ TO HIM, UNDERSTANDS THE SAME, HAS RECEIVED A COPY OF THIS LEASE AGREEMENT, AND BOTH LANDLORD AND TENANT(S) BY THEIR SIGNATURE HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS AS SET FORTH HEREIN.**

**LANDLORD**

**BY** \_\_\_\_\_

**TENANT(S):**

**BY** \_\_\_\_\_