

**This Lease** is made this — day of -- , 20

By and between **Creative Property Management** (hereinafter  
“Landlord” and, --  
(hereinafter “Tenant”).

**Section One**

**(Demise/Rent)**

1. Landlord does hereby rent to Tenant, and Tenant does hereby hire from Landlord, the premises known as:

--,  
Frostburg, Allegany County, Maryland (hereinafter “Premises”),  
beginning on the -- day of-- , 20 --,  
and ending on the-- day of --, 20-- , for the  
sum of \$ -- per year.

First Session Rent Payment	1:	Due:
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First Session Rent Payment	2:	Due:
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Second Session Rent Payment	1:	Due:
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Second Session Rent Payment	2:	Due:
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If more than four payments are required there will be an additional \$5.00 charge per payment.

Tenant shall pay to Landlord and Landlord shall hold a Security Deposit in the amount of four Hundred Dollars (\$400.00), subject to the terms and conditions contained on the Receipt for Security Deposit attached hereto and incorporated herein.

Full Name	
Home Address	
Cell Phone Number	
Parent's Cell Number	
Email Address	

If your information changes at any time during the period of this lease it is your responsibility to update your address, and phone number. If you neglect to do this you may miss important messages and updates.

Your security deposit will be returned to the above address unless you notify us prior to your lease expiration date, (INT\_\_\_\_\_)

Security Deposits will be returned no later than 45 days from the expiration date printed on the lease. (Int.\_\_\_\_\_)

**(Payments/ Late Fees)**

2.01 Tenant covenants to pay promptly the rent as herein provided when due without any deductions, set-off, recoupment or counterclaim whatsoever. If the rent is not paid within five (5) days of the due date, it shall be deemed late and Tenant will pay as additional rent a sum equal to five (5%) of the amount of delinquent rent due.

**Section Three**

**(Utilities)**

3.01 The Tenant shall pay a share of all utilities, Gas, Water, Electric, Cable/Internet, and Garbage etc., will be paid by each occupant. In the event Tenant fails to pay any utility bill charges within 15 days of receipt of said bill, then Tenant shall be deemed in default under the terms of this Lease, and the amount thereof may, at the discretion of Landlord, be added to and deemed part of the rent due, and Landlord shall have the same remedies for the collection of such charges as for collection of rent.

**Section Four**

**(Proper Use of Premises)**

4.01 Tenant covenants to use the Premises for residential purposes only, to keep the Premises clean and safe, and to use all equipment and facilities in the Premises in a proper manner, and that Tenant will not deliberately or negligently waste or damage the Premises or knowingly allow any person to do so. If Tenant or any guest or invitee wastes or damages the premises, Tenant shall promptly pay Landlord the costs of the necessary repairs. The Tenant shall permit nor more persons to reside in the Premises than assigned lessees at any one time.

4.02 Tenant agrees not to keep or permit any other Tenant, or guest or visitor to keep pets or animals of any kind in the Premises or on the Premises grounds. Damage to the Premises including furniture or flooring to include stains, tears, and odors caused by animals is not considered normal wear and tear. Tenant shall be responsible for the cost of repair or replacement caused by breach of this provision and such cost shall be deemed as additional rent due to hereunder.

4.03 Tenant acknowledges that the premises and the common areas are "Smoke Free". Smoking is not permitted in any part of the Premises or common areas and neither Tenant nor any guests of Tenants shall smoke tobacco products in the Premises or common areas.

4.04 Tenant shall not have a waterbed on the Premises.

4.05 Tenant agrees not to use any form of Kerosene or other type of space heater in the Premises.

4.06 Tenant acknowledges the presence of working smoke detectors in the Premises and agrees to test the detectors weekly for proper operations and further agrees to replace batteries or contact Maintenance when necessary. Tenant agrees to notify Landlord immediately in writing if any unit fails to operate properly during the test. Tenant acknowledges that He/she understands how to test and operate the smoke detectors in the Premises.

4.07 Tenant agrees to follow the Rules and Regulations for Tenancy attached hereto and incorporated herein as additional provisions of this lease. Failure to comply with these Rules and Regulations shall constitute a breach of this lease.

**Section Five**

**(Compliance with Laws and Rules)**

5.01 Tenant covenants to comply with any applicable laws, regulations and guidelines of any governmental authority and in particular those with respect to the regulation and conservation of Fuels, and to comply with all reasonable uses and regulations adopted by Landlord.

#### **Section Six**

##### **(No Assignment or Sublease)**

6.01 Tenant agrees that this Lease shall not be assigned in whole or part nor shall all or any portion of the Premises be sublet without first obtaining the written consent of Landlord. This prohibition includes assignment or subletting by operation of law or otherwise.

#### **Section Seven**

##### **(Delivery of Premises)**

7.01 Landlord shall deliver the Premises to Tenant at the beginning of the term of this Lease in a condition permitting habitation with reasonable safety.

#### **Section Eight**

##### **(Maintenance)**

8.01 Tenant shall keep the Premises in a clean and sanitary condition and comply with all laws and health and police regulations with respect to the Premises and dispose of trash in designated receptacles. Tenant shall indemnify and save Landlord harmless from all liability arising out of any violation by Tenant of such laws and regulations or arising out of any neglect or any violation or non-performance by the Tenant of the covenants contained in this Lease.

#### **Section Nine**

##### **(Repair)**

9.01 Landlord shall keep the Premises in good repair by maintaining or, if necessary, replacing the following, roof, security system, stairs, or damage to windows which are not the result of Tenant or Tenant's guest's action.

#### **Section Ten**

##### **(Existing Damages)**

10.01 Landlord shall provide Tenant with a written list of all existing damages to the Premises if Tenant requests this list in writing within 15 days after Tenant occupies the Premises.

#### **Section Eleven**

##### **(Insurance)**

11.01 It is the responsibility of Tenant to maintain adequate insurance on the personal property of Tenant placed on, in or about the Premises. Tenant shall not permit to be done anything on the Premises in contravention of any insurance policy in force thereon. Which will prevent Landlord from procuring insurance in companies acceptable to Landlord at standard rates or which will cause the premium rating of Premises to be increased.

#### **Section Twelve**

##### **(Landlords Access)**

12.01 Landlord and Landlord's agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection or making any repairs which Landlord may be required to make by reason of other provisions of this Lease or by reason of the requirements of public authorities. Prior to the expiration of the term of this Lease, or any renewal thereof, Landlord shall have the right, at reasonable times, to show prospective Tenants or purchasers the Premises and to post "For Sale" or "For Rent" signs thereon, if not prohibited by law.

### **Section Thirteen**

#### **(Tenant's Personal Property)**

13.01 Neither Landlord nor its agents, contractors or subcontractors or its or their present or future controlling persons, directors, officers, agents or employees shall be responsible for any loss or damage to any personal property of Tenant placed on, in or about the Premises, or for any personal injury to Tenant or Tenant's family or each of their agents, employees, invitees or contractors unless such loss or damage is caused by the negligence or willful misconduct of Landlord or its contractors or subcontractors or its or their present or future controlling persons, directors, officers, agents or employees. Landlord shall not be deemed a Bailee as to any personal property placed on, in or about the Premises and Tenant agrees to pay additional rent, all reasonable costs incurred by Landlord in removing and storing any of Tenants personal property remaining at the Premises following termination of this Lease.

### **Section Fourteen**

#### **(Alterations)**

14.01 Tenant shall not make any alterations or additions to the Premises. Tenant shall not paint, wallpaper, paper or otherwise redecorate Premises.

### **Section Fifteen**

#### **(End of Term)**

15.01 At the end of the term of this Lease, or any renewal thereof, Tenant shall surrender the Premises to Landlord is as good condition as when received, except for any damage caused by ordinary wear and tear and use thereof; and Tenant further agrees to surrender the Premises free and clear of all personal property, debris and trash and return all keys to the Premises to the Landlord.

### **Section Sixteen**

#### **(Destruction of Premises)**

16.01 If the Premises is rendered totally unfit for occupancy by fire, tempest or other act of God, or by acts of rioters or public enemies or other unavoidable accident, the tenancy hereby created shall immediately cease upon the payment of the rent apportioned to the time of such happening. If, however, the Premises is only partially destroyed or damaged and Landlord decides to repair the damage, then such repairs shall be made by Landlord without unreasonable delay, rent shall not abate, and this lease shall remain in full force and effect.

### **Section Seventeen**

#### **(Breach and Remedies)**

17.01 If Tenant breaches this Lease, Landlord may repossess the Premises pursuant to judicial process, and Landlord shall have other rights as may be allowed by law.

17.02 Tenant will pay the court costs charged to Landlord for notice sent for nonpayment of rent, and Tenant also agrees to reimburse Landlord for all reasonable expenses incurred by Landlord, including attorney's fees as additional rent, if ejectment is ordered by the court.

### **Section Eighteen**

#### **(Waiver)**

18.01 Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified and shall not be construed as applying to or in any way waiving any further or other rights

hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of Landlord's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise. Acceptance of rent with knowledge of default shall not be a waiver of that default.

18.02 No payment by Tenant or receipt by Landlord of a lesser amount than any payment of rent herein stipulated shall be deemed to be other than on account of the earliest rent due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provide in this Lease, at law or in equity.

**Section Nineteen**

**(Indemnification)**

19.01 Except to the extent specifically limited by law, Tenant shall indemnify and save harmless Landlord and its contractors and subcontractors and its or their present and future controlling persons, directors, officers, agents and employees from and against any and all claims, actions, damages, liability and /or expense in connection with loss of life, personal injury and/or damage to property arising from or out of the condition of the Premises or because of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property or occasioned wholly or in part by any act or omission of Tenant or Tenant's family or each of their agents, employees, invitees or contractors or any other person on the Premises during the term of this Lease.

**Section Twenty**

**(Miscellaneous)**

20.01 The captions are for convenience only and are not to be read to limit or define this Lease. This Lease is to be interpreted under the laws of the State of Maryland. The provisions hereof are binding on the parties hereto and their personal representatives, successors, and assigns: provided that no right shall inure to the benefit of any personal representatives, successors or assigns of Tenant unless approved by Landlord in writing to Section 6.

**Notice: This is not a contract to buy.**

**Witness the hand and seal of the parties' hereto as of the day and year first above written.**

**Witness**

**Landlord: Creative Property Management**

\_\_\_\_\_

\_\_\_\_\_

**Witness**

**Tenant:**

\_\_\_\_\_

\_\_\_\_\_

#### Notes

1. The amount of the security deposit shall not exceed the equivalent of two months' rent or \$50.00 whichever is greater per dwelling until leased under the lease.
2. Within 30 days after receipt of the security deposit, landlord shall deposit it in an escrow account devoted exclusively to security deposits in a banking or savings institute, as required by law.
3. Within 15 days of tenant's occupancy, tenant may request by certified mail directed to landlord that the landlord inspect the property in tenant's presence and make a list of damages that exist at the commencement of the tenancy.
4. Within 45 days after the termination of the lease, landlord shall send tenant an itemized list of the amount landlord is withholding from the security deposit for unpaid rent, damages due to rents breach of the lease or damage to the premises in excess of ordinary wear and tear by tenant or tenants family, agent, employees, or social guests.
5. Within 45 days after the termination of the tenancy, landlord shall mail to the last known address of tenant the security deposit plus 3% per year simple interest accruing at 6 month intervals, less and damages rightfully withheld.
6. Tenant has the right to be present at the time of landlords inspection of the premises for damages, if tenant notifies landlord by certified mail of tenants intention to move, the date of tenants moving and tenants new address at least 15 days prior to the date of moving. Upon receipt of the notice landlord shall notify tenant by certified mail of the time and date when the premises is to be inspected. The date of inspection shall, at landlord's discretion, occur within 5 days before or 5 days after the date of moving designated on tenants notice.
7. Landlord need not notify tenant of landlords intention to withhold all or any part of the security deposit if tenant has been evicted or ejected for breach of a condition or covenant of the lease prior to the termination of the tenancy or if tenant has abandoned the premises prior the termination of the tenancy, in such event, tenant may make demand for return of the security deposit by giving written notice by first class mail to landlord within 45 days of being evicted or ejected of abandoning the premises. The notice shall specify tenants address. Landlord then, within 30 days of receipt of said notice, shall supply tenant with a list of damages costs, by first class mail.
8. Failure of landlord to comply with the Maryland Security Deposit Law may result in landlord being liable to tenant for a penalty of up to 3 times the security deposit withheld plus reasonable attorney's fees.

Landlord

Date: \_\_\_\_\_

By \_\_\_\_\_

Tenant hereby acknowledges that a copy of the foregoing receipt for security deposit was delivered by landlord

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_

### **Receipt For Security Deposit**

The undersigned Creative Property Management ("Landlord") and ("Tenant") -- Have entered into a lease dated the -- Day of -- 20 ("the lease") for the rental of certain premises known as --

Frostburg, Allegany County, MD. 21532 (the "premises") and the landlord hereby acknowledges having received from tenant this -- day of --, 20-- ,

the sum of four hundred dollars (\$400.00) as a security deposit in connection with the lease, to protect landlord against non-payment of rent, damage due to breach of the lease including failure to surrender the premises free and clear of debris, Trash and furniture or failure to return all keys to the premises to landlord or for damage to the premises caused by tenant or tenants family, agents, employees, or social guests, in excess of ordinary wear and tear.



**I the undersigned am aware and agree to the following:**

There shall be a fine imposed to all tenants for any tampering of safety equipment, such as unnecessary discharge of fire extinguishers and the disconnection of smoke detectors. I am required to replace the battery or contact Creative Property Management if the smoke detector begins to beep.

(Int. \_\_\_\_\_)

It is my responsibility to insure that a temperature of at least 55 degrees is maintained in the premises at all times during tenancy to prevent freeze damage. This is to include all semester breaks and winter break.

(Int. \_\_\_\_\_)

I understand that the tampering of plumbing fixtures, such as faucet aerators, or shower heads will result in the loss of my entire security deposit. If I witness a leak of any kind it is my responsibility to report it to Creative Property Management.

(Int. \_\_\_\_\_)

It is my responsibility to contact Creative Property Management immediately as damages occur, such as, broken glass, holes in walls, broken doors or locks, and any electrical issues.

(Int. \_\_\_\_\_)

It is my responsibility to make sure no people or animals are on the roofs of houses or porches for any reason other than fire egress.

(Int. \_\_\_\_\_)

It is my responsibility to keep the outside of the premises free of garbage and debris. I also understand that I am responsible to take trash to the curb on assigned days. If Creative Property Management has to remove any trash there will be a \$100. Fine per visit.

(Int. \_\_\_\_\_)

I understand that it is my responsibility to remove snow from all sidewalks surrounding my residence. If I do not comply the City of Frostburg will issue me a fine, or CPM will charge you for removal.

(Int. \_\_\_\_\_)

I am aware that kegs are not permitted on the property of Creative Property Management and failure to comply with this rule will result in the loss of the entire security deposit for each person within that residence.

(Int. \_\_\_\_\_)

At no time are Firearms of any kind permitted on Creative Property Managements premises.

(Int. \_\_\_\_\_)

Outside fire pits are not permitted on CPM property.

(Int. \_\_\_\_\_)

When returning from winter break in January, you must contact Creative Property Management at least 24hours prior to returning so that the water can be turned on before you arrive.

(Int. \_\_\_\_\_)

At the end of the spring semester you will receive a letter explaining everything you must do prior to vacating your residence, (example, cleaning, trash removal, and key return). I understand if I do not perform these tasks, I will be charged the listed fees.

(Int. \_\_\_\_\_)

I am aware that entertaining of any kind in the basement of my rental property is strictly prohibited.

(Int. \_\_\_\_\_)

At no time may cooking grease be dumped down drains, out windows or outside of the property.

(Int. \_\_\_\_\_)

CPM is pet free this means I understand that no animals are allowed on the property, if animals are found you will lose your deposit

(Int. \_\_\_\_\_)

If you get locked out of your property, the first unlock is free any additional times will be \$50.00 per visit

(Int. \_\_\_\_\_)

No feminine hygiene products, paper towels, or napkins are to be put in toilets. Toilet paper only. I am responsible for plumbing fees if an issue arises due to negligence.

(Int. \_\_\_\_\_)

If appliances are in need of repair and are found to be from miss use, I will be responsible for repair fee

(Int. \_\_\_\_\_)

If transferring from one CPM property to another there will be a \$100.00 transfer fee.

(Int. \_\_\_\_\_)

If you are storing your belongings over summer break there is a \$100.00 fee and we are not responsible for personal property

(Int. \_\_\_\_\_)

If any of these rules are violated my security deposit will reflect charges.

(Int. \_\_\_\_\_)