

## TERMS AND CONDITIONS

1. The information herein is considered accurate but cannot be guaranteed.
2. **PAYMENTS** – If more than 60 days prior the check in date, 50% of the total rental amount is due at signing of the License to Rent. The balance is due 60 days prior to check in. If rented less than 60 days prior to check in date, the full rental amount is due at signing of the License to Rent.
3. All **cancellations** must be in writing. In the event of a cancellation, twenty-five percent (25%) of the gross rent will be charged if the Property is re-rented for the full amount. If the Property is not re-rented for the full amount, the rental deposit will be forfeited. For cancellations in excess of 60 days of check in, 50% of the total rental amount will be forfeited unless re-rented as stated above. For cancellations within 60 days of check in, the total rental amount will be forfeited unless re-rented as stated above.
4. A **security deposit**, when deemed necessary is required to secure the faithful performance of Guest's promises and duties contained herein. Security deposit is due no later than 60 days prior to arrival. The security deposit will be processed within 30 days of check-out date and will be returned to Guest, less any costs for repairs or damages or excessive housekeeping charges
5. This License may not be assigned without the consent of the Agent and the Agent's or Owner's consent may be unreasonably withheld. (In the event of an assignment in contravention hereof, the License Fee shall double.) Licensee shall not sell this License or rights in the Property or any part thereof, and at all times during the license period, at least one of the persons listed as the Licensee shall occupy the Property.
6. The full amount of License Fee and all taxes thereon shall be due at the time of the beginning of the License Period and Licensee shall not be entitled to possession unless and until said amount has been paid to the Agent. Agent shall have the power to declare the termination of this Agreement and the forfeiture of all payments made hereunder if the License Fee is not paid when it is due or if Licensee gives Agent any check, draft, money order or charge order for any payment which is not immediately collectable upon presentation. PAYMENT OF THE BALANCE OF THE LICENSE FEE DUE MUST BE MADE BY CREDIT CARD. LICENSEE'S PERSONAL CHECK IS NOT ACCEPTED UNLESS CERTIFIED. ALL BALANCES MUST BE PAID 60 DAYS BEFORE CHECK IN.
7. The property shall not be used: (these provisions are of the essence and violation shall result in termination with forfeiture of all monies including deposits.) (a) By sororities, fraternities, or groups of substantially similar nature, (b) For nonresidential or commercial purpose, (c) For the storage of firearms, ammunition, explosives, or any compound or substance that is not customarily stored in a residence for usage therein, (d) For any activity or purpose that would result in the increase in the premium of and for insurance on the Property or in the cancellation or termination of such insurance, (e) For any activity or purpose that is in violation of any statute, rule ordinance, regulation, permit or other requirement of any governmental authority having jurisdiction over the property or of any rule or bylaw of an applicable condominium association, (f) For any purpose generally regarded as noxious or offensive or a source of nuisance, danger, or hazard to any person or property, including barbecuing on porches or decks. Licensee further agrees in covenant that he or she will exercise care in the making of noises and in the use of musical instruments, radios, televisions, amplifiers, and other sources of noise by him or her and other persons using the Property with this or her permission and that he will not post, hang, place or otherwise display signs, advertisements, posters, apparel, laundry, decorations or other material on or from the exterior of the Property or any balcony, porch, patio or exterior railing thereof and that he will prohibit other persons using the Property with his permission from posting, hanging placing or otherwise displaying such items and materials there from or thereon.
8. Licensee covenants and promises to surrender the Property in as good and the same condition and repair as the commencement of license period, reasonable wear and tear expected and to reimburse Owner the costs, including reasonable attorney fees, of all other damages. Property is inspected after each departure.
9. Owner and Agent shall have the right to reasonably inspect and make repairs to the Property and the fixtures, appliances, furnishings, facilities and features thereof during the License Period without notice.
10. If Licensee desires to revoke or cancels this license agreement for any reason, any and all monies paid to Paradise Realty shall be forfeited. The only exception to this would be any security deposits refundable under the terms of the license agreement.
11. In the event that the License period has terminated or there is a breach of any term or condition of this License, Agent or its designees shall have the power and authority to enter onto and repossess the Property and remove therefrom the Licensee, other persons who are on or using the Property with the Licensee's permission, and all the goods, belongings and chattels of Licensee and other such persons, without any liability for such entry, repossession and removal, and to hold of the Property as if this License had not been made, except that all amounts paid to Agent hereunder shall be deemed to have been forfeited. In the event that Owner or Owner's Agent shall have to take action to remedy Licensee's breach of this agreement or any provision thereof, Licensee agrees to pay as an additional fee, the costs incurred in connection with such action, including, without limitation, clearing out, locksmith costs and related court costs and reasonable attorney's fees.
12. THE PROPERTY SHALL BE FURNISHED WITH LINENS, TOWELS AND BLANKETS. CLEANING SERVICE WILL CLEAN UNIT ON DAY OF CHECK-IN, UNLESS OTHERWISE STATED BY AGENT.
13. LICENSEE SHALL NOT BE ENTITLED TO ANY REFUND FOR INOPERATIVE APPLIANCES OR AIR CONDITIONERS. AGENT, HOWEVER, UPON BEING NOTIFIED OF ANY MALFUNCTION, WILL MAKE EVERY REASONABLE EFFORT TO HAVE ANY SUCH APPLIANCE OR AIR CONDITIONER PROMPTLY REPAIRED. POOLS, SAUNAS, TENNIS COURTS, GAME ROOMS AND OTHER SUCH AMENITIES ARE NOT GUARANTEED. NO REFUNDS WILL BE MADE IF THEY ARE INOPERABLE.
14. Regardless if Owner is named in this Agreement or in the identity of Owner is known to Licensee, Licensee understands and agrees that Owner and not Agent shall be responsible for the performance of this Agreement, for any fact, thing, or matter arising therefrom, or for the condition of the Property and of the fixtures, appliances, furnishings facilities, and features thereof, and that Agent's warranties hereunder or as a result thereof are limited to the following: (a) That it is the Agent of the Owner with the full power and authority to bind Owner to this Agreement, (b) That it will pay to Owner any and all fees that it receives in accordance with the terms hereof and of its Agreement(s) with Owner and that it will pay all taxes that it received to the appropriate authorities. Agent shall not be liable to Licensee for the return of any money paid hereunder for any reason once such money has been turned over to the Owner. No Landlord/Tenant relationship is established by this Agreement and it is merely a License to occupy.
15. In the event that Agent, by negligence or oversight of it or its employees, causes the Property to be licensed for the License Period of this Agreement to any other party or in the event that premises are not available through any event not within control of the Agent, then Licensee, under this Agreement, shall not be entitled occupancy of the Property unless Licensee is placed in occupancy of the Property by the Agent prior to any other party claiming under any other Agreement. Should Licensee not be entitled to the License of the Property as provided herein on the account of the reasons stated in this paragraph, Agent shall make a good faith effort to relocate Licensee in a reasonably comparable property. In the event Agent is unable to relocate Licensee, then Licensee shall be entitled to a refund to all amounts paid by Licensee hereunder, together with liquidated damages in the amount five percent (5%) of one weeks license fee as provided herein, being agreed that it would be difficult or impossible to determine the actual amount of damages in such event. Such amount should be considered by all as sole and liquidated damages.
16. The validity and construction of the License Agreement and all questions arising hereunder shall determined and governed by the laws of the State of Maryland or law determined by State of Licensed Property.
17. This License Agreement is executed by Paradise Realty for and on behalf of Owner and in acknowledgement of its receipt of the deposit as stated on the reverse side, and by Licensee, after first having received and read a copy hereof, with the understanding that this Agreement shall not be binding upon the Owner unless returned by Licensee to Agent in accordance with the terms of # 2 above. If License is made over the phone by credit card, all terms shall be deemed as accepted and in effect when credit card is processed.
18. Agent is receiving as a commission for its service to Owner as per listing agreement of the License Fee for the Property, and is authorized by the Owner and shall be entitled to pay this amount to itself from any deposit or prepayment of fees that it receives. Any fee in excess of its commission and processing fee that is received by Agent shall be paid by it to Owner. Agent only represents Owner and not Licensee.
19. A key deposit for keys will be required when the Licensee checks in. These keys must be returned to Paradise Realty office or check in office in order to obtain a refund of deposit. Also, if keys are lost a re-keying charge will be enforced. An additional deposit may be required by some resorts. This will be refunded to you at time of check out in most offices.
20. NOTICE: OCEAN CITY HAS ADOPTED A NOISE CONTROL ORDINANCE THAT MAKES IT UNLAWFUL TO CAUSE OR PERMIT NOISE LEVELS WHICH EXCEED THOSE ESTABLISHED BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE OF THE STATE OF MARYLAND (COMAR10.20.010. IT SHALL BE A VIOLATION OF THIS AGREEMENT AND GROUNDS FOR EVICTION UNDER MARYLAND LAW IF THESE NOISE LEVELS ARE EXCEEDED AS A RESULT OF ACTIVITY ON THIS PROPERTY. OCEAN CITY HAS OTHER NOISE ORDINANCES, WHICH ARE CRIMINAL OFFENSES IF VIOLATED. THIS LICENSE (OR CONTRACT OR AGREEMENT) SHALL TERMINATE AND BE VOID IMMEDIATELY UPON NOTIFICATION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE BY ANY OFFICIAL OF OCEAN CITY THAT THESE NOISE LEVELS HAVE BEEN EXCEEDED AS A RESULT OF ACTIVITY ON THIS PROPERTY AND THE LICENSEE (OR OCCUPANT) SHALL VACATE THE PREMISES IMMEDIATELY UPON BEING ADVISED OF SUCH NOTIFICATION. THIS PROVISION SHALL BE OF THE ESSENCE AND STRICTLY ENFORCED. IN THE EVENT OF TERMINATION, ALL MONIES, INCLUDING SECURITY DEPOSIT, SHALL BE DEEMED EARNED AND SHALL BE FORFEITED TO OWNER. THE PARTIES COVENANT AGREE AND UNDERSTAND THAT THE PROPERTY IS BEING LICENSED FOR USE AS A "FAMILY TYPE" RESIDENTIAL PROPERTY. ANY USE OF THE PROPERTY CONSTITUTING A NUISANCE TO THE NEIGHBORS AS DETERMINED BY THE AGENT (HEREIN AGREED TO BE SOLE ARBITER WITH FULL POWER TO BIND) SHALL RESULT IN IMMEDIATE ACTION BY THE OCEAN CITY POLICE AND ANY APPROPRIATE CRIMINAL CHARGES PROSECUTED TO THE FULLEST EXTENT OF THE LAW. AGENT MAY REQUIRE A SECURITY DEPOSIT OR ADDITIONAL SECURITY DEPOSIT AT ANY TIME.
21. There are a limited number of parking spaces assigned to each unit, therefore if you bring additional cars, you will have to find a space to park on the street. If you do park additional cars on the parking lot, the condominium management may have it towed at your expense.
22. LICENSEE UNDERSTANDS AND AGREES THAT THERE ARE NO FURTHER, OTHER OR ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE HEREUNDER OR AS A RESULT THEREOF, THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND ARE NOT EXPRESSLY STATED HEREIN.
23. IT IS THE RESPONSIBILITY OF LICENSEES TO CHECK BREAKERS WHEN ELECTRIC APPLIANCES, LIGHTS, ETC. GO OUT.
24. The parties agree that the relationship established between them is that of Licensor and Licensee, not landlord and Tenant or Innkeeper and Guest.
25. THIS LICENSE IS REVOCABLE BY OWNER/AGENT AT ANYTIME, AT OWNER'S/ AGENT'S SOLE DISCRETION FOR ANY VIOLATION HEREOF.

26. Agent shall be the sole arbiter to determine whether or not this License has been violated and both parties agree to abide by the determination of Agent in that regard.
27. License certifies that he or she has understood the information contained in the Notice of Agency Relationship. Agent certifies that Agent has delivered such notice.
28. There is a nonrefundable processing fee per License.
29. Owner may void this License on account of fire, accidents, or acts of God or war.