

AGREEMENT/CONTRACT FOR 2010
BLUE TURTLE APARTMENTS
(Saturday to Saturday weekly Apartment Rentals)

Please "circle" the appropriate Unit # that was discussed:

"Blue Turtle Apartments" (57th st.) Unit #1 #2 #3 #4

Arrival date: _____ Check-in is anytime after 3:00PM

Departure date: _____ Saturdays Check-out is 10:00AM

SECURITY HOLDING DEPOSITS AMOUNTS FOR 2010:

Holding/Security Deposit required for rentals that start on the dates of May 8th, 15th, 22nd and the 29th, will be \$500.

Holding/Security deposit required for rentals that start on the dates of May 29th, June 5th, 12th, 19th, and 26th, will be \$1000.

Holding/Security deposit required for rentals that start on the dates of July 3rd, 10th, 17th, 24th, and the 31st, will be \$750.

Holding/Security deposit required for rentals that start on the dates of August 7th, 14th, 21st, and 29th, will be \$500.

Please note: The Security deposit above is NOT a part of the rent and taxes for the rental.

\$ _____ Write in amount for rental charge for your week. (Located on "Rates" page)

\$ _____ Write in the 10.5% combined Sales and Room taxes on the rental charge.

\$ _____ TOTAL RENTAL CHARGE AND TAXES COMBINED.

(This is the "total due", to be paid by mail at least 60 days prior to move in date.
To get the due date dead-line, subtract 60 days from your move-in date. If your final payment is not received by this date, please note you will lose your deposit and it will be re-rented ASAP for the difference.

Please write the rent and taxes dead-line due date here so it is clear that you understand the final payment deadline:

Month _____ Day _____, 2010.

The holding/security deposit acts as BOTH your good-faith Holding deposit, as well as your clean-up damage security deposit. The holding/security deposit is necessary up front to hold an

apartment for you and your senior week group along with 2 signed Contracts, and a self addressed envelope with two 42 cent stamps. The self-addressed envelope is so we can send a signed copy back to you after we check it over and sign your copy.

The Renters holding/security deposit for the apartment is absolutely non-refundable if your group backs out at a later time, no matter what the circumstances. If the group honors the clean-up list, located below on this contact, as well as no damage, then the Holding/Security deposit will be mailed back no later then the 30th of the following month.

An Apartment's space cannot be held until we receive an absolute verbal confirmation that the security/holding deposit check and contracts are "ready to be dropped in the mail". We must receive a phone call and have a conversation with you BEFORE MAILING THE 2 CONTRACTS, DEPOSIT, and self addressed stamped envelope with 2 stamps. PLEASE DO NOT JUST LEAVE A MESSAGE FOR US and assume you are good-to-go and mail everything without us aware of anything!

When your group has full consensus to move on this, you must call us, and we will block the apartment for that senior week and provide you with 5 business days, allowing time for us to receive the deposit and contracts via mail. If we have not received the holding deposit within the 5 days, the reservation will be released and the apartment will go to any "waiting" interested senior week groups automatically.

The Group Leader/Spokesperson does not have to be 18 years old. However, if he or she is not 18, then his or her parent, or any parent of a group member, has to sign below as the adult responsible for the group. If the Leader of the group I sign as the responsible person for the group, then he or she must be 18 at the time of signing this Agreement. If the spokes person/Group leader is not 18, someone else who IS eighteen in the group may sign, but that does NOT mean they are the new group leader. The group spokes person/leader will be the person I did the reservation with on the phone.

Leader/Spokesperson's signature _____ Please Print Name _____
Age at time of signature _____ Date at time of signature _____
Group Leader/Spokesperson's Home Phone _____ Cell Phone # _____
Group Leaders E-Mail Address _____

If Group leader/Spokesperson is not 18, a second person is the group THAT IS 18 has to sign here as liable party for the group _____ Print: _____

If no one is 18, that's fine, but one Parent will have to sign then, as liable party for the group on this line: Parent signature: _____ Print _____
(Note: the Group Leader's address below is where the security deposit will be mailed back to unless you note otherwise on the on the next few blank lines. At that point, it is the group leader's responsibility to disperse monies back to different group members.)

Leader/Spokesperson's Full Address: _____

Parent's Home Phone # _____
Parent's Cell Phone #: _____
Parent's Work Phone #: _____
Parent's Home Address: _____

The Group Leader/Spokesperson will be the only person that the Owner of the Blue Turtle Apartments will be speaking with. The Group Leader will be the middle-person between the Blue Turtle Owner and the group as a whole from beginning to end. The group leader does NOT have to be 18 or the person who signs the contract as liable party for the group. This signed Agreement/Contract signifies that all the rules, terms, cleaning departure requirements, etc., stated from the beginning to the end of this contract, that it is fully understood and agreed upon by the renters and the Party who signed here as person responsible. Please fill in the names of all the additional members to be in the group. It is OK for the group leader to fill in all the names and cell numbers. (Groups Spokes Person to sign the first line.)

- | | | |
|-----|----------------------------|-------------|
| 1. | <u>Group Leader:</u> _____ | Cell: _____ |
| 2. | _____ | Cell: _____ |
| 3. | _____ | Cell: _____ |
| 4. | _____ | Cell: _____ |
| 5. | _____ | Cell: _____ |
| 6. | _____ | Cell: _____ |
| 7. | _____ | Cell: _____ |
| 8. | _____ | Cell: _____ |
| 9. | _____ | Cell: _____ |
| 10. | _____ | Cell: _____ |

Please Note: Anymore then 10 people is ABSOLUTELY FORBIDDEN.

Blue Turtle Owner's Signature: _____

Date: _____

The Owner's signature here signifies acceptance of the terms and prices on this agreement.

Blue Turtle Apartments are locally owned, rented, and maintained by Jim & Tracey Hofman
 Home 410-208-1317 Cell 410-422-4780 Tracey Hofman's Cell 410-422-2626
 Link to website is www.BlueTurtleApartments.com (E-mail) JimHofman@mchsi.com

SEND PAYMENT, TWO COPIES OF THIS TOTAL SIGNED CONTRACT, AND A SELF-ADDRESSED ENVELOPE TO:

Jim Hofman
#6 Brookton Lane
Berlin Md, 21811-1853

NOTE: Please make check out to "Jim Hofman".

Print this complete rental Contract/Agreement twice. Completely fill out both copies and mail it with the holding/security deposit check. Also, include a self-addressed envelope with two .42 cent stamps, so the Owner can send back a signed copy. We keep the second copy for our records.

Please only write ONE CHECK for the Security Deposit, and then later on, only ONE CHECK as well, for the rent payment. It is too difficult to process 10 checks for a group of ten kids per apartment!! So, to do this, each of the group members are to give their "share" security holding deposit to the group leader, or the group leaders parents, so he or she can deposit it into their personal bank account, and then write one check to "Jim Hofman".

CLEANING DEPARTURE REQUIREMENTS - CRUCIAL! PLEASE USE THE FOLLOWING LIST AS A "CHECK-OFF" FOR WHAT THE RENTERS MUST DO FRIDAY NIGHT AND OR SATURDAY MORNING BEFORE VACATING. THIS IS IMPORTANT IN ORDER TO GET SECURITY DEPOSIT BACK.

Anything not completed accurately or damaged or stolen item will be deducted from the security deposit.

- 1) All trash, cans, bottles, refrigerator food, bathroom trash, etc. is to be all bagged and put into the giant black trash cans located beside the building. Do not leave one item in the refrigerator or freezer, and put a new trash can liner into the kitchens large trash can. Liners are located under the sink.
- 2) All dishes, cups, silverware, pots and pans are to be washed, dried, and put away. This includes washing out the coffee pot.
- 3) Vacuum the floors, including the front porch.
- 4) Clean out the butts and trash from the heavy urn located on the front porch. In addition to that, each group is to do a "end-of-the-week" walk-around of the driveway and property areas with a trash can or trash bag and pick up butts, cans, loose trash etc. If Saturdays property inspection reveals a trashy outside, the Owner has the option to impose any security deposit surcharge He see fit.
- 5) Fold up any and all blankets and or comforters that came with the Apartment. Lay each Comforter or blanket out onto each bed or fold and put in closet shelf.
- 6) Close and lock all windows, as well as all blinds.
- 7) Do not take any of the Apartments closet hangers.
- 8) Check under beds and all draws etc for items left behind, and any loose trash.

If the Apartment is left in a clean satisfactory condition no damage other then normal wear and tear, and also if the group is not late vacating the premise by 10:00 am, then the full security will be mailed back no later than the 30th of the following month.

To get the security deposit back, this what-to-do "check-off list", it is important. Anything not completed on "check-off list" will heavily reflect on the security deposit deductions. A copy of the "check-off list" is also located on the wall in the apartment.

The estimated cleaning time for 2 cleaners is 20 minutes and for 1 cleaner is 40 minutes. If additional cleaning time is required above that time, you will be billed \$2.00 per each additional minute per cleaner. This surcharge also applies to any time that the owner or cleaners spend

picking up cans, bottles and trash around the building and on the front porches. If damage repair and/or replacement is necessary, you will be billed at an hourly rate of \$75.00 plus parts or materials on the actual cost to repair the damage. After the 1st hour the rate lowers to \$55 an hour.

RENTALS ARE FROM SATURDAY 3:00 PM THRU TO THE FOLLOWING SATURDAYS DEPARTURE OF 10:00AM.

RENTERS ARE NOT TO CHECK-IN TO THE APARTMENT PRIOR TO 3:00 PM UNLESS THE APARTMENT HAS ALREADY BEEN CLEANED.

Too many renters try moving into the Apartments before 3:00pm. If a group enters the Apartment and starts unloading before it is cleaned, it will be hard for the cleaners to do their job once they do get there. So, do not enter prematurely. Wait till cleaners are finished. One idea for the "moving-in" Group, would be to leave the packed cars for a few and go up to the beach for a little walk to shake off the long drive. If it is a little before the 3:00 pm move in time, and it is observed that the cleaners are there with all the Apartments doors open, then a Group member should simply ask the cleaners about the particular unit that is being waited on. If the cleaners say that particular unit is done, then the Group may move right in. Ninety percent of the time, units will be done by 3pm. For the record, even though check-in is 3:00, cleaning sometimes occurs as late as 6:00pm. If a Renters Groups unit has not been cleaned by 3:00, please contact Jim Hofman (the Owners cell) at 410-422-4780, so that he may remedy the situation.

The Owner has a right to dock up to the ENTIRE the security deposit if the apartment is not cleaned out and vacated by 10 am. This is because some rental "slots" are sub-rented by an agency, and sometimes when a group of students leave late, the cleaners just leave and come back from 3 - 5pm to clean. The problem here is that if an agency rented to the new group coming in, and the new group sees an unclean apartment, the agency simply relocates them to some other available property and the Owner loses all the week's rent. So that is why if the Renter's group checks out late, and that happens, the Renter will lose all their security. It is highly recommend that all guest do most of the cleaning up and packing the night before leaving. This way, it won't be hard to vacate on time Saturday by 10:00 am.

Each apartment includes:

- Two furnished bedrooms.
- Furnished living room.
- One full bathroom with shower and tub.
- Full kitchen with some appliances for the stove.
- Plates, glasses, silverware, some cooking ware, microwave, etc.
- Central AC/heat pump.
- Electric.
- Cable TV.
- Private front porch with 6-foot long bench on each.
- Plenty of parking in front, or large back areas. No car limits!
- Ocean views from upper Apartments #3 and #4.
- Vacuum.
- Saturday cleaning service between departures and arrivals.
- Fully Insured.
- "At-hand" and "on-call" 24/7 for any needs to be met by the students as well as the parents.

Sleeps 8 to 10:

Each bedroom has a heavy duty twin bunk and a full size bed for 2, totaling 4 per bedroom as well as 2 queen size sofas in each apartment's living room. The 2 queen size sofas are for the 9th and 10th person, which are available for any groups that want to add 2 people on the couches to help pay the rent. None of the living room sofas are "sleep-sofas". Sleep-sofas are too

uncomfortable as far as we are concerned, so we took them all out and added regular firm sofas. Each group must bring your own pillows, linens, and blankets (or comforters) for 4 twin beds, 2 full beds, and 2 queen sofas.

What to Bring:

- All linens, pillows, blankets, and or bed spreads
- Beach towels, beach chairs, boogie boards, and sun block
- Huge beach sheets as base to lay towels on
- Bathroom amenities, include towels and wash cloths, soap and shampoo etc.
- Some warm cloths -- Nights can get chilly in May and June-----continued>>>>>>
- FOOD AND DRINKS -- plastic wrap and aluminum foil
- To avoid having to do dishes; many people bring a load of disposable paper plates, utensils, and plastic cups.
- Paper towels, dishtowels, and toilet paper
- Radio and clock.
- Cell phone or calling cards for long distance calls
- Camera
- Extra hangers
- Money
- Huge trash bags for a 32 gallon trash can

After paying the holding/security deposit, the actual rent (plus tax) is all due at least 60 days prior to "move in" date. If the "payment-60-days-prior-to-move-in" is not received, the beach week group forfeits the holding/ security deposit and will not be entitled possession of the apartment. Only checks, money orders, and cashiers checks, are accepted for payment. There is a \$50. bounced check fee. If we receive a bounced check, we may or may not offer your senior week group one last chance to overnight a cashiers check to us. But if we do offer that option, and your high school beach week group fails to get us a cashiers check within 48 hours, then consider the rental lost, as we will immediately sell it to any waiting senior week groups. For the record, this place gets almost all if its June bookings during November thru January months. By Jan 1st, the serious senior week groups have all locked in their rentals. I.E., the later a beach week group cancels, the less likely they will get their deposit back. So, to cover our end with any cancellations, we keep the holding deposit, subtract that amount for the rentals original price, and then put it back up for rent for anywhere between the "Difference" of what's owed for the weeks rent. Sort of like when a bank sells a foreclosed house, and only wants the remainder of money that is owed.

After Feb 1st, any senior week rental slots that remain open are then subject to new reservation policies. For anyone calling us to do a rental AFTER Feb 1st, your group will be required to be paid in full along with the security/clean-up deposit, as well as the contracts and sent by over-night mail. Also, by that time, cashier check or money orders only will be accepted.

Our suggestion for the fastest way to reserve an apartment is if the group "leader" or parent sends deposit check immediately, and than gets the others members of the group to pay later. Many groups call us and want to reserve an apartment, but then delay it till they get each group members share of it. The problem there is that after a week or two has passed, we get the call from the same group saying, "Ok, we have all the deposit all together now". But the problem here is that a lot of the time, by then, the last apt for that week was already taken. Also, for the Renter to be assured the holding/security deposit gets to the Owner on time, spend \$13.85 at the Post Office and "over-night" it. We will sign & send one of the contracts back to you as your receipt that we received your security deposit, and that everything was correct and good to go.

1. PREMISE- Owner of the above cited property, in consideration of the payments provided herein, does hereby grant a non- exclusive, revocable Weelky Lodging Agreement to Guest for the above period, subject to all the terms and conditions stated on this entire multry page web site. The Property must be occupied by the "Leader" of the Group.

2. GUESTS ARE NOT ALLOWED TO KEEP ANY TYPE OF LIVING ANIMAL ON THE PREMISE. ANY VIOLATION OF THIS COVENANT IS GROUNDS FOR IMMEDIATE EVICTION WITHOUT REFUND.
3. NO SMOKING INSIDE UNITS. CIGARETTE URNS WITH SAND ARE LOCATED ON EACH FRONT PORCH BY A BENCH.
4. DAMAGE-- Anything broken, ripped, burned, stained etc in terms of furniture, carpets, windows, doors, appliances etc. will be deducted from security. The renters--herein also referred as "Guest", covenants and promises to surrender the Property in as good or the same condition as the commencement of occupancy, reasonable wear and tear expected. Guest are financially responsible for any damage to the property made by himself, his family, or his guests. The owner has the right to inspect and have repairs be made to the property during the lodging period and will inspect the property at the conclusion of this agreement. In the event that the said property is made uninhabitable by reason of fire or other unavoidable accident, the agreement hereunder shall be terminated and Guest shall be entitled to a pro-rata refund from the owner. Toilets shall not be used for any purpose other than that for which they were constructed, and no sweepings, sanitary pads, diapers, rubbish, rags, or garbage shall be placed therein. Any stoppage of the sewer lines through the neglect of the Guest shall be repaired at the expense of the Guest, and the Guest will reimburse Owner for any damage caused by escape or overflow of water resulting from any cause. Property is inspected after each departure.
5. CANCELLATION POLICY/RULES/RESTRICTIONS/ OWNER STATEMENTS--Guest shall not be entitled to any refund from the time the holding deposit/security is received by Owner. Once a unit is reserved, the Renter must understand that all the other opportunities that the Owner would of had, would be lost. If a unit was held with a security/holding deposit, and then the Renter backed out later, the Renter would forfeit the security/holding deposit to the Owner. Owner, upon being notified by guest of any malfunction, will by every reasonable effort to have such malfunction corrected promptly. This is a privately owned building. The Owner does not have other places to put Renters into if the Unit is not to the Renters liking. Therefore, there is absolutely no cancellation policy unless the Owner has another renter willing to commit to the same unit for the same price on the same date. No refunds will be given for inclement weather, including hurricanes.
6. Owner or Agent may terminate this Agreement and evict and eject Guest at any time if, at the sole discretion of Owner and/or Agent, Guest becomes objectionable, violates any of the terms of this agreement, or violates any of the rules and regulations of the building in which the Property is located. In such an event, Guest agrees to immediately vacate the property without refund; and, neither Owner nor Agent shall be liable for any damages, including, without limitations, incidental and consequential damages.
7. No relation of Landlord/Tenant shall exist or be deemed to exist by virtue of this agreement or Guest's occupancy of the property hereunder.
8. The validity and construction of this agreement and all questions arising hereunder or relating to the performance hereof shall be determined and governed by the laws of the state of Maryland. The parties hereto agree that any action brought by any party arising out of this agreement, or to enforce this Agreement shall be brought in Worcester County, Maryland. The parties hereto each specifically waive any venue, except as set forth above.
9. If for any reason whatsoever, Guest is denied access to subject property, and is thus unable to take possession thereof by the time prescribed, Owner and Agents liability shall be limited to the return to Guest of all monies paid on account. Guest hereby agrees to hold and save harmless Owner or Agent from damages or injuries to person or property by reason of any cause whatsoever either in or about the property or elsewhere.
10. Each Apartments rates may differ depending on supply and demand or circumstances.
11. Guest acknowledges that he has personally inspected the property and accepts it as an "as is" condition or, if he had not inspected the premises, he waives the right to withhold rent for any alleged deficiency in the premise or to other-wise claim that the property has been misrepresented to him.
12. At any time prior to the taking of the occupancy by the tenant, both the landlord and the tenant agree that for any reason whatsoever and at its sole option, without liability to either

landlord or tenant, Landlord (Owner) may void this agreement by returning the executed copies of the agreement of the tenant to be, and the tenant would get a refund of the rental deposit.

13. If any apartment appliance breaks or is malfunctioning, the Owner or Agent will try to get it fixed, or replace it in a new item within a reasonable time.

14. Guest acknowledges and agrees as follows: 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 (COMAR 10.20.01). It shall be a violation of this agreement and grounds for immediate eviction if these noise levels are exceeded as a result of Guest's activity on the Property. Ocean City has other noise ordinances, which are civil and/ or criminal offenses if violated.

15. Owner or his Agent reserves the right to cancel this Agreement at any time prior to Guest taking occupancy of the Property. In the event this should occur, Agent or Owner will refund all the monies received to Guest.

16. Guest's belongings left in the Property after the Property is vacated, may be disposed of by the cleaners, and or the Owner without liability. Owner and Agent are not responsible for theft.

17. No representation, agreement, undertaking or promises, whether oral, implied or inferred have been made by either the Owner or Owner's Agent unless expressly stated herein.

18. No KEGS or "open door" parties.

19. NO CANDLES OR BURNING OF INCENSE INSIDE THE APARTMENTS.

20. NO TAPE, TACKS, NAILS, WHATSOEVER ON THE WALLS.

21. NO barbeques on front porch or back entrance fire exit stair porch. OK in back yard 25 ft. or more from Building.

22. If there is an iron burn in my carpet, you loose all your security and owe me the difference to have it replaced.

23. Re-entering the Apartment anytime for any reason what so ever after having cleared out, is not permitted. If something is left behind after the 10am check out, or whatever the reason, please call the Owner to take care of it.

24. Prices are subject to change.

25. Front porches are to be kept tidy, and free of trash, cans, bottles, etc.

26. Due to the Blue Turtle Apts.' neighbors complaining about Our renters making too much noise on the apartment's front porches after 10pm, we must ask that there are no noise at all, at any given time after 10pm on the front porches. To be successful with this, we ask that after 10pm each night, that you please keep the "group hang outs" off the front porches, and bring them inside with the doors closed as much as possible. There is already 10 people in the group. That is already a "party" in a sense. Only 4 added" visitors" may enter at any given time. This place is not to be party central for any "floaters" stopping by looking for a party! No visitors allowed that are not already "Friends" of who is on the contract.

We hope you have a safe trip to Ocean City, Maryland. We hope your group acquires many enjoyable hours of on-the-beach rest and relaxation. Relaxing out on the beach is good for the soul. Have a nice week and be proud of yourself, graduates! We are very proud of you, and we thank you for choosing The Blue Turtle Apartments for your R & R in Ocean City Maryland.

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