

Candy Kitchen Rental, LLC 2012 Lease Agreement

THIS AGREEMENT, made this _____ day of _____ 2012 between Candy Kitchen Rental, LLC (Landlord) of 5301 Coastal Highway Ocean City, Maryland 21842, Telephone (410) 524-6002, and _____, Tenant of _____ (property and specific apartment).

1. The Landlord leases to the Tenant, subject to the terms and provisions of this lease, accommodations to be shared with others in one of the properties owned by the Landlord, located:
 - The Acorn, 901 Baltimore Avenue, Ocean City, Maryland 21842
 - The Casa Mia, 40126 Delaware Avenue, Fenwick Island, Delaware 19944

Term. The term of this lease shall commence on May 1, 2012 or the first day of employment 2012, and unless sooner terminated as provided herein, shall expire on the last day of employment 2012, except that this tenancy will not extend beyond October 1, 2012. Landlord shall have the right and privilege of substituting accommodations for Tenant those periods prior to April 30 and after September 7, when Tenant is occupying said apartment for periods of less than three (3) days at a time.

2. **Landlord reserves the right to terminate this lease for any violation of rules and regulations herein stated.**

RENT:

3. Rent. The Tenant shall pay the seasonal rental of **\$1,425.00 (\$USD)** which includes basic rent, utilities and cleaning fees.
4. Additionally, a refundable, security deposit/key deposit of **\$150.00 (USD) must** be paid by the Tenant, a grand total of **\$1,575.00 (USD)**. The sum of **\$150.00 (USD)** is due upon Tenant's arrival to premises stated herein. This fee is for the security/key deposit that is discussed in section 5 of this lease agreement.

NOTE: *The security deposit will ONLY be returned if the unit is in the same condition, it was received. Unit must be clean and have trash removed upon final inspection of unit, before all/any portion of the Security Deposit will be returned.*

5. A nonrefundable reservation fee of \$100.00 will be applied toward the total rent, at the date of your reservation. We must receive this reservation fee, the signed lease agreement within 30 days of arrival, and your signed employment offer or we will not be able to guarantee your housing. **YOUR RESERVATION FEE**

GUARANTEES YOUR HOUSING EVEN IF YOUR ARRIVAL BECOMES DELAYED FOR ANY REASON.

6. Exact breakdown of all costs associated with total seasonal rent is as follows (\$USD):

* Basic Rent:	\$ 1,175.00
* Utilities:	\$ 150.00
* Cleaning:	\$ 100.00
* Security Deposit:	\$ 150.00
* Gross Total:	\$ 1575.00
* Refundable Security Deposit:	\$ <u>(150.00)</u>
**Grand Total:	\$ 1425.00*

*(*Grand Total based upon cleanliness of unit, security deposit will be returned only if unit is left in same condition as it was received with all trash removed prior to departure)*

7. Upon arrival, a total of \$350.00 USD cash (see breakdown below) must be paid in full to assure placement in our housing. The \$350.00 USD total is comprised of \$100 reservation fee, \$150 refundable security deposit and \$100 payment for the first week's rent. **A payroll deduction taken weekly* will be automatically deducted from the employee's paycheck until the balance of **\$1,225.00 (USD)** is met.

*Grand Total Rent	\$1,575.00
*Refundable Sec. Dep.	(-\$150.00)
*Reservation Fee	(-\$100.00)
*First Weeks Rent	(-\$100.00)
*Total Amount to Be Deducted:	\$1,225.00 (USD)

** All rent must be paid in full 1 week prior to your stated departure date and will be deducted weekly as follows:*

<i>Full Weeks Available to Work</i>	<i>Weekly Payroll Deductions</i>	<i>Total Deduction</i>
13 Weeks or More	12 weeks @ \$100.00 and 1 week @ \$25.00	\$1225.00
12 Weeks	11 weeks @ \$110.00 and 1 week @ \$15.00	\$1225.00
11 Weeks	10 weeks @ \$120.00 and 1 week @ \$25.00	\$1225.00
10 Weeks	10 weeks @ \$122.50	\$1225.00
9 Weeks	8 weeks @ \$145.00 and 1 week @ \$65.00	\$1225.00
8 Weeks	7 weeks @ \$150.00 and 1 week @ \$140.00	\$1225.00

TERMINATION OF LEASE

8. Early Termination. IT IS EXPRESSLY UNDERSTOOD that the accommodations are provided for use of employees of Candy Kitchen Shoppes, Inc. If during the term of this lease, the Tenant terminates or is terminated as an employee of Candy Kitchen Shoppes, Inc., this lease is automatically terminated. Upon such termination, Tenant shall (within 48 hours of employment termination) vacate the premises and remove all personal possessions. **Violation of any of the rules and regulations will also result in early termination of this lease. This includes overnight visitors and excessive noise violations.**
*IMPORTANT – Early departure from the USA due to failed college exams or for any other reason does not exempt the tenant from the terms and conditions of this lease agreement and tenant will be held responsible for the full amount of the rent due.
9. Early Termination Due to Failed College Exams or Early Departure for Any Reason: Gross rent must be paid to Candy Kitchen Rental, LLC before leaving and returning home. Landlord will accept cash as payment. Candy Kitchen Shoppes, Inc. will hold final paychecks to apply towards remaining rent balance if full amount is not paid to Candy Kitchen Rental, LLC.
10. Early Termination Due to Gross Misconduct: Gross rent must be paid to Candy Kitchen Rental, LLC before leaving and returning home. Landlord will accept credit cards and/or cash as payment. Candy Kitchen Shoppes, Inc. will hold final paychecks to apply towards remaining rent balance if full amount is not paid to Candy Kitchen Rental, LLC.
11. Termination of Employment. If an employee terminates or is terminated as an employee of Candy Kitchen Shoppes, Inc., the cost of the basic rent will be increased to \$1,600.00 (USD) or the Landlord will attempt to re-rent the premises. If Landlord does re-rent the premises, the rent due from Tenant will be recalculated, and will be charged at the rate of \$150.00 (USD) per week, or any portion thereof from the date of possession of the leased premises to date Tenant vacates. Any excess rent paid by Tenant will be promptly refunded. Any additional rent due shall be paid upon vacating the premises.

SECURITY DEPOSIT:

12. Security Deposit.

- a. Tenant will deposit (with Landlord) a security deposit of **\$150.00 (USD)** refundable at the end of the lease. Landlord acknowledges receipt of said deposit.
- b. The security deposit will **ONLY** be returned if the unit is in the same condition it was received. Unit must be clean and have trash removed and refrigerators cleaned out upon final inspection of unit, before all/any portion of the Security Deposit will be returned.
- c. During the Tenants stay, if damages are made to the property and the repair costs exceed the paid security deposit of \$150.00 USD, the Tenants are then required to give a second refundable Security Deposit of \$150.00 USD to cover any future damages to the property.
- d. Tenant has the right to receive (from Landlord) a written list of all existing damages if Tenant makes a written request of the Landlord within 15 days of Tenant's occupancy.
- e. Section 8-203 (g) of the Real Property Article of the Maryland Annotated Code States:

GENERAL INFORMATION:

13. Landlord shall be responsible for the payment of all utilities. Tenant agrees to keep the premises in a state of good repair at all times, and upon termination or expiration of lease, to return the premises to Landlord in good order and condition. Landlord will make weekly inspections of the property and has the right to terminate the Tenants lease at anytime if the terms of this lease are not met.
14. Landlord reserves the right the ask a tenant to move to another apartment at the end of the summer to consolidate apartments and begin end of season repairs and cleaning.
15. Tenant **MAY** not move into another apartment without the consent of the Landlord. The tenant must remain in the apartment stated on this lease.
- 16. Tenant agrees to take care of the premises as if they were their own.**
 - Excessive disposal of food down kitchen sinks is unacceptable, if a plumber must visit to unclog sinks and dishwashers (due to abuse), Tenant agrees to pay for the repair and visit from the plumber.
 - Paper products should not be flushed down plumbing. If the plumbing is clogged (due to paper products), Tenant will pay for repair and visit from plumber.

- Any wear and tear that is the result of abuse by the Tenant, Landlord reserves the right to repair at the end of the season and not during Tenants' occupancy.
17. The premises will be made available to the Tenant in good and reasonable condition, permitting habitation, with reasonable safety.
 18. Tenant may not assign or sublet the lease, or the premises without the express written authorization of the Landlord.
 19. Late Payment Penalty. In the event that rent payments are not paid on or before the date(s) set forth in section 3 of this lease agreement, a late penalty of 5% of the amount due may be imposed by the Landlord.
 20. Key Deposits. A key deposit of \$25.00 is required upon arrival of Tenant. All keys must be returned by Tenant to Landlord upon departure of premises, at which time the deposit will be returned to Tenant. Tenant's failure to return said key(s) within two (2) days of departure will result in forfeiture of said deposit.
 21. Rules and Regulations. Tenant agrees to abide by the following Rules and Regulations, and agrees that upon violation of said Rules and Regulations, Landlord has the option to terminate this lease and demand that Tenant vacate the premises.

RULES AND REGULATIONS FOR CANDY KITCHEN RENTAL, LLC PROPERTIES

**VIOLATION OF ANY OR ALL OF THESE RULES AND REGULATIONS WILL
RESULT IN EARLY TERMINATION AND LOSS OF THE ENTIRE SECURITY
DEPOSIT OF \$150.00 (\$USD) AND EVICTION. _____*Initial**

- Landlord reserves the right to relocate a tenant to another apartment at the end of the summer to consolidate apartments and begin end of season repairs and cleaning. _____*Initial
- Tenant may not move into another apartment without the consent of the Landlord. The tenant must remain in the apartment stated on this lease. _____*Initial
- No overnight visitors are permitted. All overnight visitors MUST possess a Candy Kitchen Rental, LLC lease agreement and thus be employed by Candy Kitchen Shoppes, Inc.
- All persons, whose names are not on the lease as tenants, must exit the premises at or before 1:00a.m.
- Landlord shall have the right and privilege of substituting accommodations for Tenant those periods prior to April 30 and after September 7, when Tenant is

occupying said apartment for periods of less than three (3) days at a time.

- No Smoking is allowed inside any and all buildings and apartments to include balconies.
- No Smoking is allowed on the patios or porches of the Acorn balconies.
- No animals or birds of any kind shall be taken into or kept in or around the premises.
- No furniture is to be removed from the premises.
- Tenant understands that they are assigned an apartment at the time of arrival. Tenant may not move to another apartment with the consent of Candy Kitchen LLC.
- **No parties are permitted on the premises.** _____*Initial
- QUIET HOURS ARE BETWEEN 12:00 MIDNIGHT AND 8:00 A.M. EASTERN STANDARD DAYLIGHT SAVINGS TIME. _____*Initial
- Trash Removal: All trash in and about the premises must be removed on a daily basis and placed in Candy Kitchen Rental, LLC receptacles that are located outside of the building.
- No walls or other parts of properties are to be painted without the express written authorization of Candy Kitchen Rental, LLC.
- No extra bolt locks are to be placed on any door without the express written authorization of Candy Kitchen Rental, LLC.
- Upon termination or expiration of the lease, the refrigerator must be cleaned out and all trash removed from the property.
- Upon termination or expiration of the lease, and after Tenant leaves full time employment of Candy Kitchen Shoppes, Inc., Tenant shall remove all personal effects from the property being occupied. Any items of a personal nature left on the property herein, after decided period of occupancy, shall be deemed abandoned and may be disposed of by the Landlord or his agents.
- All properties will be subject to a weekly inspection by property management.
- Smoking shall be prohibited inside any and all properties owned or operated by Candy Kitchen Rental, LLC.
- The consumption of alcoholic beverages by minors will not be permitted on the property.

- “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 eviction under Maryland law. If these noise levels are exceeded as a result of activities on this property, Ocean City has other noise ordinances, which are criminal offenses, if violated.”
- Upon Tenant’s breach of any of the terms of this Lease Agreement, including the Rules and Regulations, Landlord shall have the right to terminate this lease and shall be entitled to all remedies provided by law.

Landlord Printed Name

Date

Landlord Signature

Tenant Printed Name

Date

Tenant Signature

2012 Candy Kitchen Rental, LLC General Release

In consideration of being permitted to reside in an apartment owned by Candy Kitchen Rentals, LLC (hereinafter referred to as (landlord), the individuals who have signed below do hereby release, forever discharge and hold harmless Candy Kitchen Holding Company LLC, Candy Kitchen Shoppes, Inc. and its stockholders, members, officers, directors and employees, and each of them, jointly, severally and individually, from any and all liability, claims, demands, costs, expenses, actions, causes of action, of any kind and nature whatsoever, and of and from all manner of suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, trespasses, thefts, damages, judgments, executions, claims and demands, in law or in equity, which they may have now or at any time in the future arising out of their occupancy and use of such apartment.

IN WITNESS WHEREOF, the undersigned have here unto set their hands and seals this _____ day of _____, 2012.

Signature:

Attest/Witness:

Print Name: