

# THE FSU SURVIVAL KIT



## For Living Off Campus

**Office of Student Development**

**116 Hitchins**

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# IMPORTANT!



Does your lease make you financially responsible for the rent of a roommate/housemate who does not pay or return to Frostburg?

Do not disconnect a smoke alarm!!! You will endanger yourself and you will be fined!!!

Does your landlord give you adequate notice before entering your rental unit?

Will your roommates/housemates respect your rights and those of neighbors?

Do not place indoor furniture, mattresses, and appliances outside. It is unsightly and unsafe—you will be fined!

Have a written lease—and have a copy.

Any changes to a lease must be initialed.

Check out the landlord with current residents, do an on site inspection of any potential rental. Don't be rushed into signing a lease. There are over 1200 apartments in Frostburg.

Do you have an elderly neighbor, who needs to have snow shoveled? Take time to help.

List of Registered landlords and their properties are periodically updated and are available at [www.frostburg.edu/clife/och/](http://www.frostburg.edu/clife/och/).

Cars parked on city streets must be moved at least once every 48 hours or they can be towed away. This is especially critical to snow removal.

# Estimated Cost of Living at Frostburg State University

## On-Campus Costs per One Semester:

### Room:

Frederick, Westminster Double	\$1796
Other Hall double/triple	\$1755
Other Hall Small single	\$2343
Large single	\$2541

### Board:

10 Meals per wk. + \$ 75 Bonus Credit	\$1507
12 Meals per wk. + \$250 Bonus Credit	\$1792
14 Meals per wk. + \$ 100 Bonus Credit	\$1726
15 Meals per wk + \$300 Bonus Credit	\$2063
19 Meals per wk. + \$100 Bonus Credit	\$1798
Unlimited Meals + \$200 Bonus Credit	\$1934

### All Rooms Include:

Microfridge, 24 hr. Internet Access, Local telephone calls, Cable TV=\$0, no cost

### Plus One Time Cost for Both Semesters:

Damage Deposit	\$100
Hall Activity Fee	\$25

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For information on Edgewood Commons go to <http://www.edgewoodcommonspts.com/>

## Off-Campus Costs to be considered per semester:

### Apartments/shared house:

- Groceries & Fast Food
- Heat
- TV/ Internet Cable
- Water & Sewage
- Telephone

### PLUS One Time Costs for Both Semesters:

Security Deposit	\$250-\$400 (may vary)
Cable Hookup	
Phone Hookup	

**TYPICAL UTILITY CHARGES**

**Telephone—Verizon**

**1-888-881-8161 or [www.verizon.com](http://www.verizon.com)**

Various packages are available with Verizon.

**Gas—Columbia Gas of Maryland**

**1-888-460-4332**

There is no hook-up fee and the charge per month depends on usage.

**Electric—Allegheny Power**

**1-800-654-3317**

Deposit is based on average of two months of service at the unit you are moving into. If you have had previous service and can provide a favorable credit rating from your previous utility company, then there is no deposit required.

**Trash/Water/Sewage—City Hall**

**301-689-6000**

Trash Fee \$38.25 per quarter

Piney Mt. Dam Surcharge \$35.40 per quarter

Fees for water and sewage are based on usage.

**Cable—Comcast**

**1-800-COMCAST**

Packages prices vary

**Garbage Pick-up Schedule**

Wood Street to Tastee Freeze

Monday and Thursday

Center Street to Mt. Ridge High School

Tuesday and Friday

# Small Claims Court



## What is Maryland Small Claims Court?

Small Claims Court is a division of the District Court of Maryland. It handles disputes involving no more than \$2,500, and does so with less formality than other Maryland courts. The Court's rule of procedure and evidence are relaxed to make it easier for persons to represent themselves without hiring attorneys, although parties may have attorneys represent them if they choose. An Officer of a corporation may appear on behalf of the corporation in a civil suit involving a claim not exceeding \$2,500. The cases are decided by the judge. There is no jury.

A lawsuit may be filed in Small Claims Court in the District Court if:

- The suit is for money only (not for the return of property or performance of a service, for example.)
- The suit is no more than \$2,500 plus interest and costs.
- The person filing the suit (plaintiff) is at least 18 yrs old. If the plaintiff is not 18 yrs old, another person who is at least 18 yrs old must sue on the plaintiff's behalf.

For more information call District Court at (301) 777-2105

## **Off- Campus Housing Procedures**

The University provides residence hall space for as many students as possible. Students choosing to live in the community of Frostburg are responsible for obtaining such accommodations. The University will offer assistance to these students within the framework of the policy statement below:

1. The University will maintain a list of available housing providing the owner(s) of such housing verify that the housing meets City Ordinances and occupancy restrictions and has state “Fire Marshall Approval.” The listing will be verified annually by the Frostburg City Housing Inspector.
2. The University will not list the availability of any off-campus housing facility until such time as the owner agrees to and makes such facility available to students, faculty, and staff without regard to race, color, religion, or national origin (agreement forms may be requested from Student and Educational Services, Hitchins 116).
3. The University assumes no responsibility for the condition of houses listed, does not make inspections, and is not involved in any capacity with the contractual relationship between the student and the landlord.
4. Students contracting to live in off-campus housing, whether listed or not listed with the University, should request that the landlord show them the most recent “Fire Marshall” evaluation of the premises.
5. Baltimore Neighborhoods, Inc. (BNI) provides a “Guide to Local, State, and Federal Laws Governing Tenant-Landlord Relations” and flyers on topics such as security deposits, co-signers, noise control, eviction, rent escrow, entry and privacy, and proper notice available in Student and Educational Services Office to students and registered landlords. You may also call BNI for advice on a particular issue at 1-800-487-6007.

Information on off-campus housing is coordinated through the Office of Student and Educational Services, 116 Hitchins, (301) 689-4312.

## Off-Campus Housing Information From the City of Frostburg

The City of Frostburg has a livability code that is enforced by the City Housing Inspector. He is responsible for the inspection of all rental properties for health and safety violations, overcrowding, and proper maintenance of rental facilities. In area zoned R-2, a minimum living space of 300 sq/ft per occupant and a maximum of 4 occupants per unit is required. In areas zoned R-3, the limits are a minimum of 200 sq/ft of living space per occupant and a maximum of 5 occupants per unit. Landlords are also required to provide off-street parking within 200 ft of the unit for their renters. Please use this parking to avoid street congestion; it is also common courtesy and good neighbor relations to use the off-street parking. The Housing Inspector's Office is located in City Hall (phone 301-689-6000) and is available to help renters deal with problems with rental units and may be able to help with problems with landlords. The hours are from 9:00 am to 5:00 pm. If you have a problem, your first step should be to get in contact with your landlord or unit manager. If you get no satisfaction from him/her, you should call the Housing Inspector's Office. Complaints that are called into this office will usually be dealt with within one day (except weekends). You should call with complaints right away. In addition, if you wish to obtain a copy of the City of Frostburg Rental Code, you may do so at the Housing Inspector's Office for a small fee.

### Trash Pickup

The City of Frostburg provides curbside pickup of trash for the west end of town (from Wood St. to the Tastee Freeze) on Mondays and Thursdays. Pickup for the east end of town (from Center St. to Mt. Ridge High School) is on Tuesdays and Fridays. Wednesdays are the collection days for lawn waste throughout the city. Trash may be placed on the curb no earlier than 8:00 pm of the previous evening.

Trash is not collected on the City holidays of New Year's Day, Good Friday, Memorial Day, and July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Those whose trash is collected on those days will be skipped and their trash will be picked up on the next collection day.

Motor oil, gasoline, paint, car batteries, and tires are not accepted at the county landfill and may not be placed out for collection. These items bear a heavy fine if placed into waste collection.

### City Ordinances

- No bicycle or skateboard riding on City sidewalks
- No littering
- No disorderly conduct
- No loitering
- No public urination
- No drinking or carrying open containers of alcoholic beverages on City property
- No excessive noise which is a nuisance to the general public
- Checks made out to the City of Frostburg which are returned for insufficient funds will be subject to a surcharge
- Please observe parking regulations, they are necessary for snow-plowing.

**Littering, Disorderly Conduct, Excessive Noise, etc.    \$250 first charge    \$500 second offense**

### Miscellaneous

Frostburg offers a variety of recreational programs. Check with the Parks and Recreation Department at 160 S. Water St. (the Armory) or 301-689-3957 for a listing.

The Frostburg Fire and Rescue Departments solicit student members.

## A Few Things You Want to Look For in a Rental Unit



Do all the rooms have at least two electrical outlets?  
Are the windows properly sealed? (Very Important)  
Is the plumbing and water pressure adequate?  
Is it Gas or Electric heat?  
Is the heat and air conditioning adequate?  
Are there window and door locks?  
Is the apartment furnished? What is the condition of the furnishing?  
What appliances are supplied? What is their condition?  
Are there laundry facilities?  
Does the landlord have prior tenants that would recommend him/her?  
Where is the parking? Landlords are required to provide off-street parking, if possible, or to make other arrangements. What are these arrangements? For example, some students near campus use campus parking for their off-street parking and this means purchasing a campus parking permit.

Where does the landlord live? How can you get in touch with him/her regarding maintenance concerns? Who is the contact if the landlord is out-of-town? Landlords who don't live in the area may be hard to get in contact with and may not be able to supply adequate maintenance and up-keep. If the landlord lives in another area, make sure that there is a maintenance contact or unit manager in the area and that she/he is available for your maintenance concerns.

Tour the premises. You and your landlord should **always** have a mutual tour of the premises both before you occupy the unit and when you are preparing to move out. During the tour you and the landlord should fill out some kind of property inventory or checklist. This inventory should include all equipment, surroundings, and grounds and should also include a description of the condition of all these things and the time you move in. This way, you will be better assured that you are not being charged with damages that are not your responsibility.

Lease: You and your landlord should **always** sign a lease.

Neighbors: What are they like? Are they easy to get along with? Are they also students or are they a Frostburg resident? Try and make efforts to get to know the resident.

Utilities: Do you have to arrange or pay for hook-up fees for any utilities? Ask the landlord if they have old gas and electric bills to get an idea how much utilities will cost for the semester. Most likely you will have to pay for hook-ups for cable and telephone, but often hook-ups of other utilities are already taken care of. Landlords usually pay for trash/water/ sewage/fees as well.

## Leases

A lease is basically an agreement between the tenant and the landlord which states the responsibilities of each. Oral leases are enforceable in Maryland. However, it is usually wise, both for your protection and the protection of the landlord, to have a lease in writing. If the lease is in writing, both you and the landlord should sign it in each other's presence and you should keep a copy yourself. Many landlords will require that your parents sign an addendum to the lease which states that if you neglect to fulfill your financial obligations (paying rent, paying for damages, ect.) they will do so. **It is extremely important to read the lease before you sign it.** Examine all the clauses in the lease carefully and if you have any questions ask the landlord. If his/her answers are confusing, consider renting somewhere else or talk to a lawyer or someone who can help you to understand the lease.

Some things you should look for in you lease:

- A MAJORITY OF THE LANDLORDS ARE USING A NEW LEASE. MAKE SURE THAT YOU'RE AWARE OF WHAT YOU'RE SIGNING. THE NEW LEASE HOLDS YOU RESPONSIBLE FOR IF ONE OF YOUR FRIENDS DOES NOT COME BACK. EX. SAY THE AMOUNT OF YOURE RENT IS \$6000 FOR THE FIVE PEOPLE LIVING THERE. EACH OF YOU PAYS \$1200 AND JOHN CAN'T COME BACK. IN THE NEW LEASE YOU AND THE OTHER TENANTS WILL BE HELD RESPONSIBLE.
- Names of both parties (you and the landlord) should appear on the lease.
- A description of the rental unit, including address and inventory checklist should appear in the lease (see "A Few Things to be Wary of in a Rental Property")
- What is the term of the lease (this should include dates to occupy and vacate the premises)? Is there a renewal clause? How much notice must you give to terminate the lease?
- What is the amount of rent, what is the term for the rent (month, semester, and year), when is it due, and what are the penalties for late payment?
- What is the amount of the security deposit, under what conditions may the landlord keep it, and under what conditions will it be returned (interest, how many weeks until it is returned, et al.)?
- Which utilities do you pay and which does the landlord pay? Who pays for the hook-up fees?
- What are your responsibilities regarding trash pick-up and clean-up?
- What are the rules for use and occupancy?
- What are considered damages and when are you responsible to pay for repairs?
- What maintenance is the landlord's responsibility and when can you expect it to be performed?
- What is the landlord's right of entry? Can you install your own locks?
- What are the rules regarding pets and what are the possible consequences?
- What are your responsibilities regarding fire regulations and other laws?
- What is your responsibility regarding payment of fines incurred?
- Does the landlord hold a lien on your property if your rent is not paid?
- In other words, can the landlord hold your own personal property until you have paid your rent?

### Leases cont.

- What are your rights regarding guests and parties? Some landlords do not allow parties with alcohol.
- What are the rules regarding noise and behavior on the premises?
- What are considered adequate reasons for eviction?
- What is the grace period between when a notice is given and when it takes effect, and by what manner shall notices be given?
- What changes to the unit are you allowed to make and when do you need the landlord's permission?
- Are you responsible for the actions (especially lack of payment) of your roommates? If possible, try to sign separate leases.
- Are you allowed to sublet the apartment? Do you need the landlord's permission? What about finding a tenant to replace you if you must break the lease?
- What happens if the property is sold by the landlord? What happens in the event of destruction or extensive damage to the leased premises?

#### **Causes that you should beware of in a lease:**

- That the tenant waives his/her right to protest damages.
- That the landlord is not liable in any way for personal injury or property damages regardless of fault.
- That the landlord may terminate the leases at any time.
- That the landlord may enter the premises at any time.
- That the tenant will abide by regulations made after the lease was signed without agreeing to them.
- That the tenant is liable for court costs and attorney's fees incurred by the landlord regardless of the outcome of the suit.
- That the tenant will be held liable immediately for any rent due if he/she should break the lease.
- That the tenant is responsible for the up-keep of public hallways and areas.
- That the tenant may not sublet or assign (find someone to take over the lease).

### **Got a Problem?**

If you have a problem with the physical condition of your apartment such as a fire, safety or health hazard or other significant disrepair and your landlord does not promptly correct the problem—let the City help. Call the Frostburg Housing Inspector at 301-689-6000. He will respond promptly.

## **A Few Legal Rights and Responsibilities That You Should Be Aware Of**

### **Security Deposit**

Most landlords require a deposit to be held against the possibility of damages or non-payment of rent. If you feel your landlord is charging an outrageous security deposit, you may have legal recourse; your landlord may be liable for punitive fines. Consult a lawyer if you feel you are paying too high a security deposit.

You should get a receipt for your deposit. If you don't, the landlord may be liable for a fine, but you must be able to prove that you gave him/her a deposit. The landlord is required to keep deposits in a savings account, and to return the deposit, plus 4% annual interest and less any damages rightfully withheld (excepting ordinary wear and tear), within 45 days of the end of the tenancy. If the landlord is withholding any or all of the deposit due to breach of the lease on the tenant's part or for cost of repairing damage to the premises, then he/she must present by first-class mail to the last known address of the tenant and within 30 days of the end of tenancy, a list of damages claimed. If she/he does not, then she/he forfeits any right to withhold any part of the security deposit.

### **Termination**

Requirements for notice of termination will vary from lease to lease, but most fit under these general headings:

1. A lease that ends on a certain date which does not require notice of termination. This is the only type of lease under which the tenant is not required to notify the landlord of intent to terminate, presuming that you intend to terminate on the day that is specified in the lease.
2. A lease that ends on a certain date but the lease contains a clause that states that the tenant does not comply with this clause, the law will assume that she/he intended to renew the lease and you may be stuck with the lease for another full term.
3. A lease that provides for tenancy on a month-to-month or year-to-year basis, in which case no definite term is agreed upon and the rent is fixed at X amount of dollars per year or month. In these cases, the lease may state how much notice is necessary; if not, # months are required on a year-to-year lease and 1 month is required on a month-to-month lease.
4. A lease that provides no indication of the term of the lease. In these cases, notice of one rental period in advance of termination is required.

## **Holdovers**

If you give notice that you are terminating a lease, you must vacate the premises by the date on which you agreed to terminate the lease. If you are even one day late, you become a “wrongful holdover” and the landlord may treat you as a trespasser or may elect to accept you as a tenant for another period of the lease. In this case, the provisions of the original lease apply and you may be held liable for the rent for the full term of the lease (a year in a year-to-year lease, a month in a month-to-month lease).

However, if the holdover was not caused by your negligence, willfulness, or by any other cause that you could have avoided, then you may be liable for only the rent for the period that you actually stayed plus any damages that the landlord suffered because of your holding over. If your landlord consents to holding you over and agrees that she/he will not hold you for another term; you are also not liable (if you stay for ten days and the landlord accepts payment for one third of a month’s rent, she/he may not later decide to hold you liable for the entire term).

As a rule, however, avoid holdovers as much as possible.

## **Termination Provisions**

A lease may be terminated either by mutual consent, when the landlord accepts the surrender of the lease (which amounts to mutual consent), or when the lease provides for termination before the expiration of the term at the option of one of the parties (for example, after breach or default of one of the covenants or in the event of sale of the premises by the landlord)

In the event of a breach of the lease by the tenant, you may be forced to forfeit the remainder of the lease, but only if there is a clause allowing for forfeiture. However, a tenant may be relieved from forfeiture when the breach was a result of an accident or mistake, or when the injury arising from the breach is capable of compensation.

Also, a landlord may expressly waive his/her right to forfeiture, or his/her waiver might be implied by his/her actions. If a landlord is aware of a breach of the lease and fails to exercise his/her right to forfeiture within a reasonable amount of time, or if she/he continues to accept rent from you and continues to treat you as if you are still legally bound by the lease, the she/he may be thought to have waived his/ her right to forfeiture.

## **Constructive Eviction**

A constructive eviction occurs when the landlord, or someone acting under his/her authority, commits a wrongful act that renders the premises unfit for occupancy or deprives the tenant of beneficial enjoyment of the premises, forcing the tenant to move out. This is only applicable when the situation that forces the tenant to move out did not exist when the lease was signed and when the tenant moved out within a reasonable amount of time after the occurrence of the wrongful act. **Before vacating the premises under construction eviction, always seek legal advice.**

## **Abandonment**

If a tenant abandons the property before his/her lease has expired, the tenant is liable for the remainder of the rent, whether or not the tenant informed the landlord of his/her intent to leave. It is wise to attempt to find someone to take over your lease if you have to break the lease.

### **Legal Remedies for the Landlord**

If you, as tenant, breach the lease (for example, by failing to pay rent when it's due) the landlord has several resources:

1. If there is a provision in the lease, the landlord may claim forfeiture and terminate the lease. In this case, you may be forced to vacate the premises. You may resist the forfeiture in court by showing that the failure was the result of mistake or accident.
2. The landlord may institute proceedings for "distress for rent," meaning that he/she may place a lien on any personal property found on the premises and may take possession and even sell whatever property is necessary to pay the rent.
3. The landlord may initiate proceedings for ejectment, in which he/she obtains a court order forcing you to remove yourself from the premises and pay for the damages that the landlord may have suffered by your breach.
4. If you become a holdover then the landlord may bring a trespass suit against or, after providing statutory notice, may institute "removal" proceedings. In the latter case, you may find yourself liable for an amount substantially in excess of the rent for the period that you held over.

### **Legal Remedies for the Tenant**

If, on the other hand, the landlord breaches the lease, you have certain legal remedies available to you:

1. The process associated with constructive eviction, above.
2. If you have the right to claim forfeiture in the event of the landlord's breach, you have the right to terminate the lease.
3. If the landlord enters your premises without permission and without a clause in the lease reserving the right to inspection without notice, then you may legally treat him as a trespasser.
4. You may bring a court action for damages that were sustained by a breach of the lease by the landlord.

Before utilizing any of these remedies, you should consult with a lawyer.

### **Withholding Rent**

If a serious problem occurs between the landlord and yourself, you are not allowed to withhold the rent unless it is put in an escrow bank account. Before doing this, however, consult with a lawyer.

# Sample Lease Agreement

I. THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_

Hereinafter collectively referred to as Landlord, and

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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:

for the term beginning on the \_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, for the sum of \_\_\_\_\_ Dollars (\$) , payable \_\_\_\_\_

Any payment which is more than five (5) days late will incur a late charge of five percent (5%) per rental period, which shall be paid in addition to the rent then due.

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, each and 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, the landlord may accept the new Tenant and release the original Tenant from further financial responsibility. Should Tenant remain in possession of the leased property with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month to month shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof except that the rent can be increased in an amount to be determined by Landlord.

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 and all Court costs due, attorney's fees with a minimum of Two Hundred and Fifty dollars (\$250.00) 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 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 RENTAL 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). 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 renewals, if any, on account of any unpaid rent, or applied against any damage due to a breach of this lease Agreement or damage to the premises by Tenant, Tenant's servants, licensees, invitees 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 Tenant within forty-five (45) days after the termination of this Lease in accordance with the terms hereof together with simple interest which shall have accrued in the amount of four percent (4%) per annum from the date of execution hereof. Landlord shall, upon written request of Tenant made within fifteen (15) days of the occupancy of the premises by Tenant pursuant to the terms hereof, promptly provide Tenant with a written list of all existing damages, if any, on the premises. Upon Tenant's notification to Landlord by certified mail of Tenant's intention to move, the date of moving and Tenant's new address, at least fifteen (15) days prior to the date of moving, Tenant has the right to be present when Landlord or Landlord's agent inspects the premises in order to determine if any damage was done. Upon receipt of this notice, Landlord shall notify Tenant of the time and date when the premises are to be inspected. The date of the inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in Tenant's notice. If any of the security deposit is withheld, Landlord shall present by first class mail directed to the address provided by Tenant, within thirty (30) days after termination of the tenancy, a written list of damages claimed, together with a statement of the costs actually incurred. IN NO EVENT MAY TENANT APPLY SAID SECURITY DEPOSIT OR PART THEREOF TOWARDS ANY MONTH'S RENT.

VI. UTILITIES: Tenant shall be responsible for and shall pay, when and as the same shall become due, all charges, statements and bills for gas, electricity, television cable, and/or telephone supplied to and/or used in the premises, with the exception of \_\_\_\_\_, which shall be the responsibility of Landlord.

Additionally, Tenant shall be responsible for and shall pay all deposits required by the Telephone Company and/or electric company and/or Gas Company and/or television Cable Company, as the case may be, and shall be responsible for having all services for which Tenant is responsible put in the name of Tenant for billing purposes. Tenant shall be further responsible for the payment of all charges for water, sewage, and trash removal as shall be periodically billed by the City to Landlord, and in the event Tenant fails to pay such bill by the next date, then the gross amount of the bill shall be treated as additional rent and shall be payable upon demand.

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 Marshall. 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. Tenant shall use the off-street parking provided. The maximum number of tenants allowed in the operation of the same. 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 Marshall 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, 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.

VII. EQUIPMENT: The premises are furnished by Landlord with \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 certified mail, return receipt requested at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

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 Twenty-five Dollars (\$25.00) 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 the residential purposes for Tenant and for no others except with written consent of Landlord Tenant agrees to keep the premises clean and in good order. Tenant agrees not to hamper, disturb, or interfere with other tenants 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 accepted.

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 demised premises for the term of this Lease.

XII. 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 waterproof bags and put out for collection twice a week. Garbage shall not be put out any sooner than 8:00 PM on the evening proceeding 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 it not limited to wall, ceilings, 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 accident 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 agrees to keep the entire dwelling unit and basement, yards, porches, fire escapes, steps, walks and sidewalks clean and to keep 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 of 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 by Tenant, his servants, licensees, invitees or visitors, which said cost shall be constructed 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 of 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 possessions 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 as 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 payment as he has the rent.

XIX. PLUMBING: Tenant agrees to pay costs incurred for plumbing services which are caused by misuse or neglect of Tenant, his servants, licensees, invitees or visitors, or other occupants of the premises, which shall include clogged pipes and drains as a result of improper disposal of cooking grease and sanitary products.

XX. LOCKS: Tenant shall not alter or add any lock or lock cylinder in any door without the written consent of Landlord. If such consent is given, Tenant shall immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the premises. Landlord may retain a passkey of the premises. Tenant agrees that all locks throughout the premises have been examined and Tenant is satisfied that the same are suitable and in good working order so as to afford a reasonable degree of safety and security.

XXI. LANDLORD'S RIGHT OF ENTRY: Landlord or Landlord's agents shall have the right to enter leased premises at reasonable hours, with reasonable notice, by use of a key or by force if necessary, to examine the same, to enforce any provision of this Lease Agreement, or to make such repairs as may be deemed necessary. In the event Tenant shall not contract to lease the premises for the next academic year prior to the end of the fall semester, Tenant shall allow the premises to be shown during the spring semester to applicants desiring to hire.

XXII. PETS NOT ALLOWED: Tenant agrees not to keep or harbor pets or animals of any kind in or on the premises. Tenant agrees not to permit the pets or animals of his servants, licensees, invitees or visitors on the premises. Damage to the premises, furniture or carpeting, to include stains and odors caused by an animal, shall not be considered ordinary wear and tear. Landlord or Landlord's agents shall have the right to remove the animal or animals from the demised premises, an Tenant shall be liable for payment of a penalty of ONE HUNDRED DOLLARS (\$100.00) per day until the animals or animals are removed, in addition to all reasonable costs incurred due to removal, repair of damages and replacement or cleaning of furniture and carpeting.

XXIII. INSURANCE IMPAIRMENT: Tenant shall not do, nor suffer to be done, nor keep on the premises, anything which shall affect the fire insurance upon the premises or its contents, or which shall conflict with any State or City ordinances or other regulation. Tenant shall indemnify and hold harmless Landlord for all expenses (including attorney's

fees), liabilities, damages, losses, settlement payments or fines incurred by Landlord arising out of or in connection with a breach of, violation of, or non-performance under this Lease by Tenant or Tenant's servants, licensees, invitees or visitors, or arising out of or in connection with Tenant's use or occupancy of the premises.

XXIV. TENANT'S PROPERTY: Tenant shall be responsible for insurance on Tenant's own property and possessions. If, upon the termination of this Lease or abandonment of the premises by Tenant, Tenant abandons or leaves any property in or on the premises, Landlord shall have the right, without notice to Tenant, to store or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to Tenant. Any such abandoned personal property shall become the property of Landlord.

XXV. ABANDONMENT: If Tenant shall abandon the leased premises, or quit and vacate the leased premises, voluntarily or involuntary, the same may be relet by Landlord for such rent and upon such terms as Landlord may deem reasonable and advantageous, and in the event of such reletting. Tenant shall be and remain liable for any deficiency in rent, any expenses incident to such reletting, and as well any damages which Landlord may have sustained by virtue of Tenant's use and occupancy of the leased premises.

XXVI. GUESTS: Tenants are permitted a small number of guests. Tenant agrees that no unauthorized occupant shall be permitted to reside in the demised premises, which shall be defined as any person living in said premises, without the express consent of Landlord.

PARTIES WITH ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES ARE PROHIBITED!

XXVII. 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 apparatus designed to receive electronic signals will be installed without the written consent of Landlord, nor shall Tenant overload the electrical system. Nothing shall be attached to the roof or walls which could cause damage. Tenant shall not obstruct the sidewalks, fire escapes, entries, steps, elevators, stairways or landings, shall not violate any law in using the property, and shall comply with all health, housing and fire and police regulations, and 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 is forbidden. Tenant may not disconnect or remove the refrigerator or range, if supplied by Landlord, without the prior written consent of Landlord.

XXVII. NOISE AND BEHAVIOR: Tenant shall permit no disturbing noises 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.

XXIX. 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 Tenants or occupants of the building or of any other person of fire or hurricane or other act of God or from any cause whatsoever, provided that 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.

XXX. ASSIGNMENT: No assignment or sublease of the premises shall be binding upon Landlord without the written consent of Landlord.

XXXI. 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 excepted, and return keys to Landlord within twenty-four (24) hours of vacating.

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

XXXIII. LEAD PAINT: [If Premises was constructed prior to 1979, include proper notices and addendum. THIS IS NOT A SUBSTITUTE] Tenant acknowledges that Tenant has been advised by Landlord that the Premises may contain lead-based paint. Tenant understands that eating or chewing paint, plaster or household dust that contains 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 wallpapers 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.

XXXIV. 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 constructed 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.

XXXV. ILLEGALLY-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 law, such provision or provisions shall, at Landlord's option, either be deemed modified to the extent necessary to comply with such 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.

XXXVI. 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 in writing and signed by both Landlord and Tenant.

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

**TENANT(S) HAS READ OR HAS HAD 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 SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS AS SET FORTH HEREIN.**

**WITNESS:**

\_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

**SAMPLE RENTAL APPLICATION**

Prospective Address: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Are you a student at Frostburg State University? Yes\_\_ No\_\_ SSN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Month and Year of Graduation: \_\_\_\_\_

I am leaving my present address because \_\_\_\_\_

\_\_\_\_\_

Present Address: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Address: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_ Date of Occupancy: \_\_\_\_\_

Parents' Names: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Street

City

State

Zip Code

Parents' Employer(s) (Name, address) \_\_\_\_\_

\_\_\_\_\_ Business Phone: \_\_\_\_\_

Will any part of your off-campus rent be paid by a grant? Yes:\_\_\_ No:\_\_\_

Your Monthly Income: \_\_\_\_\_ Source: \_\_\_\_\_

Your Employer: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date Hired: \_\_\_\_\_

Your Driver's License No., State of Insurance & Expiration Date: \_\_\_\_\_

Tag No. & State of Insurance: \_\_\_\_\_ Car Make, Model & Year: \_\_\_\_\_

Have you ever been evicted from a tenancy? \_\_\_\_\_

Have you ever willfully and intentionally refused or failed to pay rent when due? If so, please briefly explain the circumstances: \_\_\_\_\_

\_\_\_\_\_

--

**I declare that the foregoing information is true, and that the Landlord may terminate any agreement entered into the reliance of any misstatement made above, and authorize its verification in obtaining a consumer report or information from Frostburg State University**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SAMPLE UTILITIES ADDENDUM**

This Addendum is attached to and forms a part of the Lease Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. By and between Landlord and \_\_\_\_\_

Tenant(s) for the aforementioned property, having an address of: \_\_\_\_\_

The deposit for each tenant is \$ \_\_\_\_\_, total amount due to property \$ \_\_\_\_\_, which amount is payable \_\_\_\_\_

and which deposit shall be used to pay utility bills. Utilities included are gas, electric and water, including sewage, trash removal and Piney Dam surcharge.

**WITNESS:**

**LANDLORD:**

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

**TENANT:**

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

**SAMPLE WATER DEPOSIT ADDENDUM**

This addendum is attached to and forms a part of the Lease Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Landlord and

\_\_\_\_\_.

Tenant(s) for the aforementioned property, having an address of:

\_\_\_\_\_.

The policy of the City of Frostburg is to bill the property owner for water, sewage, Piney Dam surcharge and trash collection, and not to bill the Tenant(s) directly. That being the procedure, each person who is signatory to this lease shall pay a deposit to be used to pay those bills when due.

The deposit for each Tenant is \$\_\_\_\_\_, total amount due to property \$\_\_\_\_\_, which amount payable \_\_\_\_\_

\_\_\_\_\_.

If, for any reason, the charges exceed the amount of this deposit, Tenant(s) are obliged to pay those excess and all charges from the City for water, sewerage, Piney Dam surcharge and trash removal are the responsibility of the Tenant(s) and non-payment of bills for those services shall be treated as additional rent and shall be payable upon demand. Tenant(s) being subject to eviction for non-payment in the same manner and any other rent.

**WITNESS:**

\_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

**SAMPLE PET ADDENDUM**

This Agreement is attached to and forms a part of the Lease Agreement dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

Tenant desires to keep a pet named \_\_\_\_\_ and described as \_\_\_\_\_ in the leased premises, occupied under the Lease Agreement referred to above, and because this Lease Agreement specifically prohibits keeping pets without Landlord’s permission, Tenant agrees to the following terms and conditions in exchange for this permission:

1. Tenant agrees to keep the pet under control at all times.
2. Tenant agrees to keep pet restrained, but not tethered, when it outside the leased premises.
3. Tenant agrees not to leave pet unattended for any unreasonable period of time.
4. Tenant agrees to dispose of the pet’s droppings properly and quickly.
5. Tenant agrees not to leave food or water for the pet or any other animal outside the leased premises.
6. Tenant agrees to keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or his agent.
7. Tenant agrees to humanely remove from the leased premises any offspring of pet within eight weeks of birth.
8. Tenant agrees to pay immediately for any damage, loss or expense caused by pet, and in addition he will add \$\_\_\_\_\_ to the security deposit, any of which may be used for cleaning, repairs, or delinquent rent when Tenant vacates. This added deposit or what remains of it after pet damages have been assessed, will be returned to Tenant within \_\_\_\_days after they prove that they no longer keep this pet on the leased premises.
9. Tenant agrees that Landlord reserves the right to revoke permission to keep pet should Tenant break this Pet Agreement.

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ (Seal)

**SAMPLE GUARANTORS' ADDENDUM TO LEASE AGREEMENT**

**GUARANTORS:** By execution hereof, the undersigned agree that they will assume and be responsible for the rental payment and all charges assessed under the terms of the attached Lease Agreement, including unpaid rent or additional rent, or damage or cleaning charges.

**WITNESS:**

**TENANT:**

\_\_\_\_\_ **By:** \_\_\_\_\_ **(Seal)**

**GUARANTORS:**

\_\_\_\_\_ **By:** \_\_\_\_\_ **(Seal)**

\_\_\_\_\_ **By:** \_\_\_\_\_ **(Seal)**

**STATE OF** \_\_\_\_\_

\_\_\_\_\_ **COUNTY, TO-WIT:**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared: \_\_\_\_\_

\_\_\_\_\_ the Guarantors named above, who acknowledged the foregoing to be their act and deed.

**WITNESS,** my hand and Notarial Seal the day and year written above.

\_\_\_\_\_

**NOTARY PUBLIC**

My commission Expires \_\_\_\_\_

## MOVING IN CHECKLIST

This checklist refers to pre-existing damages to the dwelling unit prior to occupancy by the tenant. It is not meant to constitute that these damages will be repaired, only that the tenant will be held harmless for the listed pre-existing conditions at the time he vacates the unit. Any damages which affect the safe occupancy of the dwelling unit will be corrected as quickly as feasible.

BUILDING ADDRESS \_\_\_\_\_ APT. NO. \_\_\_\_\_

DATE DWELLING CHECKED \_\_\_\_\_ MOVE-IN DATE \_\_\_\_\_

1. Check all plumbing to be sure there are no leaks and all toilets, faucets, tubs and sinks are working properly.  
COMMENTS:
2. Check all appliances, refrigerator, range, etc.  
COMMENTS:
3. Check hardware to be sure that all are in place—door knobs, closet hooks, closet rods, door pulls, night locks, door stops, magnetic catches, etc.  
COMMENTS:
4. Check for broken or cracked windows.  
COMMENTS:
5. Check paint—all walls, ceilings, woodwork and trim to be checked for spots, flaking or scratches.  
COMMENTS:
6. Check floors for rips in linoleum or carpet or broken tiles.  
COMMENTS:
7. Bathroom(s). If tile is present check for cracks or breaks. Check mirrors, medicine cabinets, towel bars, toilet paper holders.  
COMMENTS:
8. Check thresholds, metal strips and that all doors close and open properly.  
COMMENTS:
9. Check all heating/air conditioning vents and registers and heating plant if applicable.  
COMMENTS:
10. Check that all electrical outlets are working properly.  
COMMENTS:
11. Check all lighting. All fixtures should be hung and working properly.  
COMMENTS:
12. Check smoke alarms and make sure they work properly.  
COMMENTS:
13. Check all fire extinguishers and make sure that they are all filled.  
COMMENTS:
14. If dwelling is furnished, check condition of furnishings.  
COMMENTS:

CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

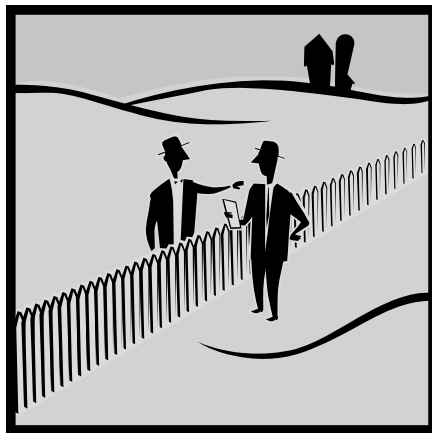
\_\_\_\_\_  
Tenant's Signature

## Adopt A Neighbor

Many students and student groups have adopted their neighbors by shoveling snow, taking care of pets, cleaning up projects, after school child care and helping the elderly with chores are some of the many projects students have initiated. Get to know your neighbor and become part of the community.



It is always in your best interest to maintain good relationships with your neighbors. In many areas of Frostburg you will be living near or next door to Frostburg residents, it would be worth your while to get to know your neighbors and to remember that they have lived here for some time and will be here long after you are gone. Keep noise levels to a minimum, keep the premises on which you live clean and presentable, and not taking residents' parking places are a few ways to maintain good relations with your neighbor. You have a right to an enjoyable place to live, but they also have a right to a pleasant neighborhood; remember common rules of courtesy and you and your neighbors will get along fine.



## Good Neighbor Policy



**Frostburg Landlords' Association**  
**P.O. Box 323      Frostburg, MD 21532**

**Rental Inventory And Inspection List**

**Address:** \_\_\_\_\_ **Apt:** \_\_\_\_\_  
 \_\_\_\_\_ **Occupants:** \_\_\_\_\_  
 \_\_\_\_\_

**Inspection Date:** \_\_\_\_\_ **Move In:** \_\_\_\_\_ **Move Out:** \_\_\_\_\_

**Property Manager:** \_\_\_\_\_

<b>Items</b>	<b>New</b>	<b>Good</b>	<b>Other</b>	<b>Condition</b>	<b>Charge</b>
<b>Grounds</b>					
Gen'l Cond.					
Lawns					
Trash/ Litter					
<b>Living Room</b>					
Doors					
Walls					
Ceiling					
Floor/ Carpet					
Light Fixtures					
Draperies					
Shades/ Blinds					
Windows					
Storms					
<b>Dining Area</b>					
Walls					
Ceiling					
Floor					
Light Fixtures					
<b>Kitchen</b>					
Walls					
Ceiling					
Doors					
Floors					
Counters					
Cabinets					
Light Fixtures					
Sink					

Stove/ Oven					
Refrigerators					
Windows					
Shades/ Blinds					
Table/ Chairs					
<b>Hallways</b>					
Doors					
Walls					
Ceilings					
Floors					
Closet					
Light Fixtures					
Stairwell					
Window					
<b>Bath No. 1</b>					
Doors					
Walls					
Ceiling					
Floor					
Fixtures					
Light Fixtures					
Shades/ Blinds					
Window					
<b>Bath No. 2</b>					
Doors					
Walls					
Ceiling					
Floor					
Fixtures					
Light Fixtures					
Shades/ Blinds					
Window					
<b>Bedroom No. 1</b>					
Doors					
Walls					
Ceilings					
Floor/ Carpet					
Closet/ Shelves					
Light Fixtures					
Shades/ Blinds					
Windows					
Furniture					
<b>Bedroom No. 2</b>					
Doors					
Walls					
Ceilings					
Floor/ Carpet					
Closet/ Shelves					

Light Fixtures					
Shades/ Blinds					
Windows					
Furniture					
<b>Bedroom No. 3</b>					
Doors					
Walls					
Ceilings					
Floor/ Carpet					
Closet/ Shelves					
Light Fixtures					
Shades/ Blinds					
Windows					
Furniture					
<b>Bedroom No. 4</b>					
Doors					
Walls					
Ceilings					
Floor/ Carpet					
Closet/ Shelves					
Light Fixtures					
Shades/ Blinds					
Windows					
Furniture					
<b>Bedroom No. 5</b>					
Doors					
Walls					
Ceilings					
Floor/ Carpet					
Closet/ Shelves					
Light Fixtures					
Shades/ Blinds					
Windows					
Furniture					
<b>Bedroom No. 6</b>					
Doors					
Walls					
Ceilings					
Floor/ Carpet					
Closet/ Shelves					
Light Fixtures					
Shades/ Blinds					
Windows					
Furniture					

Items	New	Good	Other	Condition	Charge
<b>Systems/ Appliances</b>					
Electric					
Heating					
Plumbing					
Smoke Detectors					
Extinguishers					
Hood Light/ Fan					
<b>General</b>					
Carpet					
Screens					
Other					

Cleaning Fee: \_\_\_\_\_  
Rent Due: \_\_\_\_\_  
Total Charges: \_\_\_\_\_  
Deposit Amt.: \_\_\_\_\_  
Refund, If Any: \_\_\_\_\_

I, and/ or we, accept the aforementioned CHECK-IN-LIST as a part of the Rental Agreement and agree that it is an accurate account of the condition of said premises.

TENANT: \_\_\_\_\_ KEYS ISSUED \_\_\_\_\_ RETURNED \_\_\_\_\_  
TENANT: \_\_\_\_\_ KEYS ISSUED \_\_\_\_\_ RETURNED \_\_\_\_\_  
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LANDLORD/ MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

REMARKS: \_\_\_\_\_  
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Tenants

Need Help?

Landlords

WITH THE TENANT/ LANDLORD RELATIONSHIP?

Free

INFORMATION, ADVICE, COMPLAINT HANDLING

CALL BNI

1-800-487-6007

(NO CHARGE)

If you feel that you have been discriminated against in your efforts to rent or buy housing, please call us!

Baltimore Neighborhoods, Inc., is a non-profit, United Way Agency with long experience in the tenant/landlord field and in handling problems of discrimination in the sale and rental of housing. For many years it has worked in the Baltimore metropolitan area, now through the use of the 800 number it is expanding its services statewide.

**OUR SERVICES ARE FREE!**

BALTIMORE NEIGHBORHOODS, INC.  
2217 ST. PAUL STREET  
BALTIMORE, MD 21218

FAX: 889-8653

# Acknowledgements:

Information provided by: Student and Educational Services  
Residence Life Office  
Frostburg City Administration  
Frostburg Landlords Association  
Student Legal Aid Office UMCP  
Baltimore Neighborhoods Inc.

## Helpful Phone Numbers

Frostburg City Housing Inspector Mr. Mark Monnett	301-689-6000
Legal Aid Bureau	301-777-7474
Small Claims Court	301-777-2105
Dean for Student Development Dr. Jesse Ketterman	301-687-4311
State Fire Marshall	301-729-5021