

LICENSE AGREEMENT 2015-2016

Date:	Apartment Community: <u>929</u> (the "Community")		
Licensee Name: _(herein "you" or "your")			Permanent Address:
Owner: <u>929 N. Wolfe Street LLC</u> (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)	Owner's Address: <u>929 N. Wolfe Street</u> <u>Baltimore, MD 21205</u> 410-246-8538		
Property Manager: <u>EDR Management Inc.</u> ("Manager")	License Term: _ ("Starting Date") to _ ("Ending Date")		

**READ THIS LICENSE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LICENSE ARE BINDING UPON US.**

1. **LICENSED PREMISES:** We agree to license to you and you agree to license from us, one furnished or unfurnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a _bedroom apartment (**BEDROOM BATH**), and together with the other licensees of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this License as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all licensees have general access (the "**Common Community Areas**"). You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the License "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery or notification, we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
2. **LICENSE TERM.** The License starts on the Starting Date, and ends at **12:00pm** on the Ending Date (the "**License Term**"). You are liable under the terms of this License for the full License Term. **You will not be released from your liability under this License due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the licensees in the Apartment, or for any other reason, except for military service pursuant to Section 39 hereof or as otherwise provided by applicable law.** You may not occupy your Bedroom until the License and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this License is effective as if all such documents had been provided. We will not hold a particular bedroom for you while we are waiting on you to submit a complete set of documents.
3. **BASE LICENSE FEE AND ADDITIONAL CHARGES.** Your "**Base License Fee**" for the Term is \$_(plus incidental additional charges as identified in this License, if any, and applicable sales taxes). It is payable in _ () equal installments of \$_ payable as follows; the first installment due on _, with remaining installments due on or before the **1st** day of each month beginning .

The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base License Fee Installment	\$
TOTAL LICENSE FEE INSTALLMENT	\$

With the exception of the first installment, you will pay us the "**Total License Fee Installment**", which is composed of the Base License Fee Installment and other incidental charges, if any, and applicable sales taxes, on or before the **1st** day of each month, without any demand from us for payment. The Total License Fee Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold any of the Total License Fee for any purpose, even an Act of God, or to reduce or offset any of the Total License Fee payable under the License by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Total License Fee, except as provided by applicable law.

If your Total License Fee Installment is not paid by 10am on the third (3rd) day of the month, your Total License Fee Installment is late and you agree to pay a (5%) late charge of \$ in addition to your Total License Fee Installment. Post-dated checks will not be accepted. If you choose to make an electronic payment, transaction fees may apply.

4. **APPLICATION OF PAYMENTS.** Payments under the License shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$35.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to the Total License Fee. While we do not have to, we may accept partial payment of the Total License Fee, but we do not waive our rights to collect and enforce the payment of the remainder of such of the Total License Fee regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.
5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked: Cable TV, Electricity, Gas, Water, Sewer, Garbage Removal, Telephone Heat. We will pay up to **\$60.00** for a **1-bedroom** apartment for those utilities checked above; the excess charges for those utilities checked above will be equally divided among the licensees of the Apartment. Your portion of the excess of the utility services invoice will be due within **5** days upon receipt of invoice. Licensee also agrees to pay estimated utility overage in excess of allowance, for the last month of occupancy with their last installment. The estimated overage will be based on the previous month's overage. Any difference in the actual overage will be billed and/or refunded to Licensee. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Total License Fee and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.
- You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.
6. **INTERNET.** We will provide basic level internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this License. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this License. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our licensees, we are not responsible for slow internet or other licensees taking up significant bandwidth.
7. **RELOCATION.** If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new licensee in the unoccupied bedroom unless you and all other licensees in the Apartment agree to pay us, as part of your respective Total License Fee, the Base License Fee due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon **5** days advance written notice to relocate you to another apartment unit in the Community.
8. In the event of an emergency, as determined by us, we may relocate you upon less than **5** days' notice. The fact that you and the other licensees of the Apartment may be in conflict with each other will not be grounds to terminate the License. We are not liable if another licensee in the Apartment was untruthful on any written documentation. If you request to be relocated

and we are able to accommodate your request, a fee of **\$325.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

9. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the License Term in as good condition as when you receive them, ordinary wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
10. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit. In our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers, or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks.** You agree that your request for maintenance or repairs shall constitute permission to enter.
11. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty occurring in the Apartment or the Community, unless arising from our omission, fault, negligence, or other misconduct. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. We are not liable if another resident in the Apartment was untruthful on any written documentation. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our omission, fault, negligence, or other misconduct. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this License or otherwise. Any property you keep or store at the Community is at your own risk. **WE STRONGLY ENCOURAGE YOU TO CARRY AN APPROPRIATE INSURANCE POLICY COVERING PROPERTY DAMAGE AND GENERAL LIABILITY.**
- WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other licensees or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other licensees of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify police immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**
12. **DAMAGE OR DESTRUCTION OF THE APARTMENT.** If, in our opinion, your Bedroom should become unavailable or unlivable during the License Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this License, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Base License Fee will be waived only if we terminate this License, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.
13. **DEFAULT.** You are in violation of this License if:
- a. You fail to provide all of the required fees, deposits, and documents, including a guaranty or security deposit, within **10** days of our execution of this License;
 - b. You fail to pay the Base License Fee or any other amount owed as directed by this License;
 - c. You or your guest violates this License or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - d. Any of the utilities which are payable by you or the other licensees of the Apartment are disconnected or shut-off

because of non-payment;

- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the License Term because clothes and personal belongings have been substantially moved out of your Bedroom);
 - f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
 - g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
 - h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
 - i. Your inability or refusal to adjust to the concept and requirements of living in a multi-occupant apartment environment as evidenced by repeated complaints about you made by the other licensees or the staff in the Community;
 - j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
14. **REMEDIES.** If you are in violation of this License, we can, without demand or notice (other than the notice that is provided in this Section or as required by applicable law), in addition to other remedies allowed by law:
- a. Collect any charge imposed by the License;
 - b. Cease providing you with internet service;
 - c. Sue to collect past due Base License Fee and any other damages incurred because of your violation of the License;
 - d. Terminate the License and your right to occupy your Bedroom and institute an action for eviction;
 - e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the License or end your monetary obligation for the Bedroom;
 - f. Sue to collect all unpaid Total License Fees and other sums which would become due until the Ending Date of the License;
 - g. Report all violations to credit reporting agencies; and
 - h. Do any combination of a, b, c, d, e, f or g.
 - i. As to a default for failure to provide a guaranty or security deposit, within **10** days of our execution of this License. In addition to terminating your right to occupy the Apartment under the License, we will charge you the Base License Fee Installments which come due until such time as a new licensee is placed in your Bedroom as our actual damages due to your failure to comply with the License terms after binding yourself to this License.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Base License Fee or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or suit is filed against you to have you removed therefrom, such acceptance of Base License Fee does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

15. **RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this License, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this License and are a part of the License just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this License with the same force and effect as though written herein.

16. **CONDITION OF PREMISES.**

- a. Acceptance of Apartment. A Condition Report will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Condition Report and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

- b. Duty to Maintain. We shall be responsible for repairs to the Apartment, its equipment and appliances furnished by us, except as provided herein. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Community Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the Apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these License requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other licensees' belongings or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other licensees of the Apartment for all License obligations relating to the Common Areas, but you are solely responsible for the License obligations relating to the Bedroom assigned to you under this License. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this License or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other licensees of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you notice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this Section will continue after the ending of this License.
17. RIGHT OF REFUSAL. Until we have executed this License and received all required documents and other items, we shall have the right to refuse to license your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, national origin, ancestry, age, marital status, physical or mental disability, sexual orientation, or gender identity or expression. In the event of a refusal, you shall be refunded, if applicable, any prepaid Total License Fee.
18. TERMINATION. No termination of this License prior to the Ending Date of the License Term will affect our right to collect the total amount of the Total License Fee unless we agree in writing to accept a lesser sum. No surrender of your Bedroom by delivery of keys or otherwise will terminate this License unless and until expressly accepted in writing by us.
19. YOUR DUTIES UPON MOVE OUT. When you leave, whether at or prior to the expiration of the License Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition, ordinary wear and tear excepted. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the License Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Section 16 above.

- 20. SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this License six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this License and any pre-paid sums will be refunded to you along with such notice of cancellation of this License.
- 21. CONSENT TO JURISDICTION.** This License has been entered into in the City of **Baltimore** in the State of **Maryland**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within the City of Baltimore, Maryland.
- 22. GOVERNING LAW.** This License is governed by and construed according to the laws of the State of **Maryland**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
- 23. SEVERABILITY.** The invalidity of any provision in this License or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this License shall be valid and enforceable to the fullest extent permitted by law.
- 24. ATTORNEYS' FEES.** If legal action is required to enforce this License against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
- 25. ENTIRE AGREEMENT.** It is understood and agreed that this License (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this License. Your execution of this License confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this License or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
- 26. GENDER AND PRONOUNS.** Words used in this License in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned licensee of the licensed Bedroom and the Guarantor where applicable.
- 27. HEADINGS.** The headings preceding each Section herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the License terms.
- 28. ASSIGNMENT.** This License permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. You cannot license any part of your Bedroom or the Apartment to another person except as provided herein. You may be able to assign your rights under this License to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the License and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this License. Even if you do assign this License, you will still be liable for all of the obligations under this License unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the license before the assignment will be considered complete.
- 29. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this License. All of the times, time periods and dates specified in this License shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 30. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this License. Your rights under this License are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Licensee of that lender and will accept and recognize any such lender as the "Owner" under this License, and in such case, every reference to "Owner" in this License shall apply with equal force to the lender.
- 31. SALES.** Any sale of the Community will not affect this License or any of your obligations, but upon such sale we will be released from all of our obligations under this License and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 32. WAIVER.** Our failure to enforce any term or condition of this License will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

33. HOLDING OVER. If you still occupy your Bedroom past the Ending Date of the License Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay a holdover base fee in the amount of **\$150.00** per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this License or the law to recover possession of your Bedroom and damages from you.

34. NOTICES; ELECTRONIC NOTIFICATION. Except as required by applicable law or this License, when a notice is required to be given pursuant to this License, the notice may be given by email; provided, however, that in the event applicable law or this License requires notice by specific means, such notice must be sent by the means specified by applicable law or this License. Notices required by applicable law, notices modifying any term, covenant, rule or regulation of this License or notices from either party to the other terminating this License or occupancy of the Apartment may not be given by email. Unless sent by email, all notices from Licensee to Licensor shall be sent by certified mail, return receipt requested, and addressed to Licensor at the location where the Base License Fee is paid. All notices from Licensor to Licensee shall be emailed, delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Licensee at the Apartment.

Licensor's Email Address: _____

Licensee's Name: _____ and Email Address: _____

35. PARKING. Parking availability will be handled through JHMI Corporate Security, Parking & Transportation along with Forest City New East Baltimore Partnership, which is separate from this License and the operators of such garage. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage.

36. PHOTOGRAPH RELEASE. You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.

37. INSURANCE. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this License or otherwise. Any property you keep or store at the Community is at your own risk.

38. WE STRONGLY ENCOURAGE YOU TO CARRY AN APPROPRIATE INSURANCE POLICY COVERING YOUR PERSONAL PROPERTY AND GENERAL LIABILITY. Please check to indicate the following:

- I currently carry an insurance policy covering my personal property and general liability;
 I presently do not have such a policy but plan to become insured;
 I do not have an insurance policy and do not plan to obtain a policy during the License term.

39. MILITARY. If at the time Licensee entered into this Agreement, Licensee was on active duty with the United States military, and should Licensee subsequently receive permanent change of station orders or temporary duty orders for a period in excess of three months, any liability of Licensee for rent under this Agreement may not exceed:

- a.** Thirty days' rent after written notice and proof of the assignment is given to Licensor; and
b. The cost of repairing damage to the Premises caused by an act or omission of the Licensee.

If at the time Licensee executed this Agreement, Licensee was not a member of the United States military, Licensee may terminate this Agreement at any time after the Licensee's entry into military service, or the date of the Licensee's military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days. Termination of this Agreement under such circumstances shall be made by delivery by the Licensee of written notice of such termination, and a copy of the Licensee's military orders, to Licensor. Delivery of such notice shall be by hand delivery, by private business carrier or by placing the written notice in an envelope with sufficient postage and with return receipt requested, and addressed to Licensor's notice address as specified in Section 34 of this Agreement, and depositing the written notice in the United States mails. Termination of this Agreement will be effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the notice specified aforesaid is delivered.

40. GUESTS AND OVERNIGHT STAYS. You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this License. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this License by any of your guests. Guests, which include other licensees of the Community, may stay overnight in your Bedroom for a total of five (5) nights per month, but only three (3) consecutive nights each month, and in no event more than 30 days during the License Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this License, you may be found in default of this License at our discretion.

YOUR SIGNATURE AND THE DELIVERY OF THIS LICENSE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LICENSE. THIS LICENSE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.

IN WITNESS WHEREOF, the undersigned have executed this License.

OWNER: **929 N. Wolfe Street LLC**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Licensee)

Date

(Authorized Signature) (Owner/Agent)

Date





RULES AND REGULATIONS

This document is incorporated by reference into the License between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of licensees in **929 Apartments**, for the purpose of making a fair distribution of services and facilities for all licensees and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the License. Additional rules and regulations can be found in the Handbook online at www.live929.com. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed an administrative fee, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional administrative fee, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your License.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental agency having jurisdiction.
3. You will not erect any signs anywhere in the Community, or any exterior wires, aerials, satellite dishes, etc., in any area of the Community where you do not have exclusive access. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are not permitted in or about the Apartment without our express written consent, except for fish in an aquarium that can be no larger than 10 gallons. Pets will be approved at our discretion and you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Apartment. If an unapproved pet is found in the Apartment, the following will apply:

First: A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Community immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the License to be in default.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this License related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense to the extent allowed by law and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.

7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, and anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills, charcoal or gas, are not allowed on the 9th floor rooftop terrace.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways, fitness room, club room, lobby or terrace. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-occupant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other licensees and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Community Areas or within 100 feet of any entrance to the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any entrance to the Community. Violation of this ban on smoking is a violation of the terms of your License and entitles us to all remedies for a violation of your License. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the Apartment or Community as described in the License. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a license violation fine.
12. Parking availability will be handled through JHMI Corporate Security, Parking & Transportation along with Forest City New East Baltimore Partnership, which is separate from this License and the operation of such garage. One parking space will be made available for each licensee at parking rates established by the owner/operator of the parking garage. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage.
13. Keys and key cards belong to us and must be returned to us by the end of the License Term. Charges of \$25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs. The replacement costs for keys is \$10.00 for metal key, \$25.00 for electronic key card, \$10.00 for bedroom key, \$10.00 for mailbox key.
14. You must comply with posted Rules and Regulations.
15. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, Common Community Areas, or anywhere in the Community. These items must be placed in the trash containers provided in the room on your floor. It is your responsibility to properly dispose of them. Waste should be placed in the trash chute and recycling should be placed in the blue container. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the Apartment at any time and assess fines up to \$50.00 for each item that we must remove.
16. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a permit to do so. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you. Please be mindful of noise and trash in the Club Room and Terrace. Though these are meeting and social spaces, noise must be kept to a minimum at all times so as not to disturb others. Violations could put your housing in jeopardy and/or result in citation by the Baltimore Police Department.**
17. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
 1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.

- 2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
- 3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
- 4. If you are away from the Apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
- 5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting the Community by checking the Apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are essential in order to avoid substantial damage to the Apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to the Apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are strongly encouraged to purchase insurance to cover liability you may have for damage to our property and the property of others. We strongly encourage you to purchase insurance to cover damage to your personal belongings. The Owner assumes no liability for personal loss.

- 18. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
- 19. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
- 20. Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, Common Community Areas, parking areas, or the grounds of the Community.

SAMPLE



Resident: _____ Owner/Agent: _____

RECEIPT FOR SECURITY DEPOSIT

Licensors **929 N. Wolfe Street LLC** hereby acknowledges receipt from Licensee of a Security Deposit in the amount of **\$**. This Security Deposit is to be held as security for the faithful performance by the Licensee of the covenants, conditions, rules and regulations contained within the Application and the License Agreement. The Security Deposit, or any portion thereof, may be withheld for unpaid Total License Fees, damage due to breach of the Application or License, or for damage by Licensee or the Licensee's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Bedroom, Common Areas, the Apartment, other areas of the Community, major appliances or furnishings owned by the Licensor. It is understood and agreed, however, that irrespective of said Security Deposit, Total License Fees shall be paid when due, in accordance with the terms of the License.

The Licensee shall have the right to be present when the Licensor, or the Licensor's agent, inspects the Apartment in order to determine if any damage was done to the Apartment, if the Licensee notifies the Licensor by certified mail of the Licensee's intention to move, the date of moving, and the Licensee's new address. The notice to be furnished by the Licensee shall be mailed to the Licensor at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Licensor shall notify the Licensee in writing of the time and date when the Apartment is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Licensee's notice.

In the event of sale or transfer of the Apartment by Licensor, the Licensor shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Licensor shall be considered released by Licensee for all liability for the return of such Security Deposit and Licensee shall look to Licensor's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Licensee without the prior written consent of Licensor and any attempt to do so shall be void.

The Licensee shall have a right to receive, by first-class mail, delivered to the last known address of the Licensee, a written list of the charges against the Security Deposit claimed by the Licensor and the actual costs, within forty-five (45) days after the termination of the tenancy. The Licensor shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Licensee's last known address within forty-five (45) days after the termination of the tenancy. Failure of the Licensor to comply with the License and applicable law may result in the Licensor being liable to the Licensee for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

The Licensee has the right to have the Apartment inspected by the Licensor, in the Licensee's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy, if requested by the Licensee by certified mail (sent in accord with Section 34 of the License) within fifteen (15) days of Licensee's occupancy.

By signing this Receipt, Licensee affirms that he/she has received a copy hereof.

PAYMENT MADE BY: **Check**