

RESIDENTIAL HOUSING AGREEMENT

This Residential Housing Agreement (hereinafter referred to as "Lease Agreement") made this _____ day of _____, 20____, by and between Legacy Management Group, LLC / dba Legacy Student Housing (hereinafter referred to as "Landlord") and the following individuals:

_____ (hereinafter collectively referred to as "Tenant"). LANDLORD and TENANT hereby jointly and severally agree as follows:

1. 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:

_____ Frostburg, MD 21532, for the term ("rental period") beginning on the _____ day of _____, 20__ and ending on the _____ day of _____, 20__ for the sum of _____ Dollars (\$ _____), and said sum is to be equally divided between the above listed Tenants and each Tenant listed above is to pay said sum in two equal installments with the **1st installment due no later than July 1, 2022** and the **2nd installment due no later than December 1, 2022**. 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. Tenants acknowledge that if any one of them have not paid either of their installment payments by the due dates then said Tenant will be denied access to the property and will not be permitted to move into the property. 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, every remaining signatory shall have their rent price adjusted and all provisions of this Lease Agreement remain as is. Notwithstanding this provision, it is further agreed that in the event one or more of the Tenants reneges 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 unless they find a suitable replacement that is acceptable to Landlord. Landlord may accept the replacement Tenant and release the original Tenant from his financial responsibility only if the replacement Tenant signs this Agreement and pays the Security Deposit; however, the Tenant shall be held responsible for the payment of any deficiency between his payment pursuant to this Agreement and the replacement Tenant's Agreement. In either event the initial Tenants' rental application processing fee (\$25) is forfeited and shall not be transferrable to any replacement Tenant. 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.

2. 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 any and all Court costs due, attorney's fees with a minimum of Three Hundred dollars (\$300.00) 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.

3. PARTIAL RENT 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 eviction action for any

balance still due and owing. Any remaining balance shall be subject to a late fee. Tenant is allowed to set up a four month payment option for each term of the lease if approved by Landlord.

4. SECURITY DEPOSIT & WATER, SEWER AND TRASH FEE & PROCESSING FEE:

Each Tenant shall at the time of execution of this Agreement pay a sum of \$25 for the application process. **The \$300 security deposit is due within 10 days of the signing of this lease. Current tenants will have their security deposit rollover, however they will need to replenish that fee if any charges have been deducted from the prior tenancy. There are two separate (2) payments of \$200 due as a water, trash & sewage fee with first payment due on July 1, 2022 and the second payment due on December 1, 2022.** The Tenants' security deposit of \$300 will 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 renewal, if any, on account of any damage to the premises, common areas, major appliances and furnishings by Tenant, Tenant's servants, licensees 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) business days after the termination of this lease in accordance with the terms hereof, together with simple interest, which shall have accrued in the amount applicable by law. Tenants have the right to have the dwelling inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within fifteen (15) days of the tenant's occupancy. The tenants have the right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail at least fifteen (15) days prior to the date of tenant's intention to move, the date of moving and the tenant's new address. It is the landlord's obligation to conduct the inspection within five (5) days before or after the tenant's stated date of intended moving, and shall notify the tenant in writing of the date of inspection. It is the obligation of the landlord to return any unused portion of the deposit, together with a written list of charges against the security deposit claimed by the landlord and the actual costs, by first class mail, addressed to the tenant's last known address within forty-five (45) days after the termination of the tenancy. Failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney's fees. Landlord shall retain a copy of the receipt for two years after termination, abandonment of premises, or eviction of tenant. The Tenant acknowledges that the \$200 per semester water, trash & sewer fee is to be used by the Landlord for payment of those expenses and is not related to Tenants' responsibility for payment of gas and electric utilities. (See paragraph 5). If Tenant renews this lease agreement for a subsequent rental period and the Landlord agrees to rollover the security deposit, it is expressly understood by the Tenant that the water, trash & sewer fee must be paid again by the Tenant for the subsequent rental period.

5. UTILITIES: (a) Other than the initial payment of \$200 towards the water, trash & sewer fees (as outlined in paragraph 4), all other "reasonable and customary" charges for these specific services (water, sewer and trash) are included in the Tenant's rental payments. **However, any extraordinary water charges, which are agreed to as over 6,000 gallons of water per tenant for any quarterly billing period (3 months), will be paid for by the Tenants of the property.** (b) All other utilities, specifically including electricity and gas, are not included in the Tenant's rental payments and the Tenants shall be responsible for and shall pay, when and as the same shall become due, all charges, statements and bills for gas and electricity used in the premises. It is understood that the electric and gas utilities must be activated by the Tenant prior to occupancy or else these utilities will not be active for the Tenant on the move in date. Tenant shall be responsible for and shall pay all deposits required

by the utility companies to begin such service, and shall be responsible for having all services for which Tenant is responsible to be put in the name of Tenant for billing purposes. **IT IS SPECIFICALLY UNDERSTOOD THAT throughout the rental period the Tenants will have electric and gas utility service turned on in the unit and that prior to start of the lease period Tenant will contact the electric and gas utility companies and have those specific utilities placed in their name no later then the date when this lease begins. Tenant is hereby advised that written documentation must be provided to the Landlord, no later then ten days prior to the start date of the rental period, from the electric and gas utilities verifying the utilities have been placed in their name(s) and account numbers provided. That failure to have the utilities placed in Tenant's name will be deemed to be a breach of the lease and will result in Landlord either not allowing occupancy of the rental unit or if occupancy has occurred then Landlord will be permitted to evict Tenants .** The Tenant shall also be responsible for any costs related to changing or adding to cable television services such as additional cable outlets or wiring.

6. 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 Marshal. Tenant agrees not to possess any firearms, to include rifles and/or handguns, as well as any illegal controlled dangerous substances in the rental unit. Tenant acknowledges that possession of these items in the rental unit is a material breach of the rental housing agreement and grounds for immediate eviction. 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. Should Landlord find any fire safety equipment tampered with or disconnected all Tenants will be subject to a \$500 fine. Tenant shall use the off-street parking provided. Tenant shall be responsible for the payment of penalties resulting from citations issued by the City of Frostburg, the Office of the Maryland State Fire Marshal or any State, City, local or municipal authority, due to any act or neglect of Tenant, his servants, licensees, invitees or visitors, or other occupants of the demised premises. Should the Tenant and/or premises receive a citation or warning on more than one occasion, or City Police be called on more than one occasion and citations result, the Landlord can construe that action as as a material breach of this Lease Agreement and can 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.

7. FURNISHINGS& LAUNDRY/BASEMENT AREA: Tenants must furnish the rental unit with their own furnishings. **It is expressly understood that the Tenants must provide their own mattress, box spring and all furniture.** Tenant shall not remove any furniture or any of Landlord's property from inside the premises without the express written consent of the Landlord. If Tenant chooses not to use any of Landlord's furniture or other property which may be in unit, then Landlord will remove any such furniture or property. Tenant is not permitted to move any of Landlord's furnishings or property outside of the unit onto any porches or decks and Tenant further 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. If laundry facilities are located in the basement of the property, it is understood that this area is to be used solely for the purpose of doing laundry and for no other reason. **Tenant agrees not to store any items of personal property in the basement area of the premises and assumes any and all liability, damage, and loss for the storage of any property in the basement area.**

8. 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 Tenant to Landlord shall be given by certified mail, return receipt requested to, Legacy Management Group, 180 Bowery Street, Frostburg, Maryland 21532.

9. 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 Fifty dollars (\$50.00) to Landlord to offset the administrative costs incurred by Landlord. Such charge shall constitute additional rent.

10. OCCUPANCY AND USE: The premises shall be used solely for residential purposes for Tenant and no other individuals shall live in the premises except those Tenants listed on this agreement. Tenant agrees not to use or permit the use of the premises for unlawful or immoral purposes. 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 excepted. If Tenant resides in a rental unit in which parking stickers/permits are utilized by the Landlord for the parking lot area, Tenant agrees that upon the end of the lease agreement to return said parking sticker/permit to Landlord or Tenant will be charged a Thirty Five (\$35) fee for replacement of the parking sticker/permit.

11. QUIET ENJOYMENT: In the event that Tenant shall pay the rent as provided for herein and otherwise performs 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 the demised premises for the term of this Lease.

12. 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, placed in trash receptacles and put out for collection on the assigned day of the week. Garbage shall not be put out any sooner than 8:00 p.m. on the evening preceding 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, as well as garbage on the walkways, yards or other areas of the premises regardless of why or how the trash got there. Any citations issued by the City of Frostburg for trash violations occurring at the unit are the sole responsibility of the Tenant. If Tenant does not clean up the garbage on the premises as outlined above then Tenant agrees to pay for such cleaning services provided by Landlord.

13. 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 is 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 all walks, sidewalks, porches and exterior steps clear of snow and ice. Further, the City of Frostburg requires that walks be shoveled after every snow, and Tenant can be fined by the City of Frostburg for negligence. Tenant must continually occupy premises and keep premises heated to a minimum temperature of sixty five (65) degrees Fahrenheit during freezing

weather by using the heating equipment on the premises and not by using appliances. Space Heaters and Wood Stoves of any kind are expressly forbidden and any use of such shall be deemed a material breach of the Rental Housing Agreement and grounds for immediate eviction. 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 or 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. Within 24 hours of the end of any continuous winter snow event that causes six (6) or more inches of snowfall to be deposited on the leased property or when accumulation of snow deposited on the public sidewalks in front of the leased property exceeds six (6) inches due to ongoing intermittent snow, wind-born snow deposition, or City snow plow operations to clear snow from streets, Tenants shall be responsible to clear from any sidewalks in front of the leased property, such snow as will make a clear, unobstructed passage at least two (2) feet in width on said sidewalks.

14. DAMAGE TO PREMISES: Tenant shall be responsible for the cost of repairs or replacement to the leased premises, furnishings and fixtures belonging thereto whenever they have been damaged by misuse, negligence or neglect of Tenant, his servants, licensees, invitees or visitors, which said cost shall be construed 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.

15. HABITABILITY: If the demised premises become uninhabitable due to fire, mechanical breakdown or other reason not due to Tenant's negligence or willful act or 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.

16. 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 possession 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. Tenant acknowledges that a new rental application needs to be completed for each new lease and a new application fee (\$25) is also due. Tenant also agrees to fully complete all sections of the application and it shall be done in either in typewritten or legible writing.

17. CHARGES AGAINST TENANT TREATED AS RENT: Whenever this Agreement provides for additional rent or 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 payments as he has the rent.

18. 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, sanitary products or any other products. It is specifically understood that Tenant will not place baby wipes or other cloth wipes into the toilet for disposal but place in garbage.

19. LOCKS/KEYS: 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 to 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. If keys are not returned at the end of tenancy there will be a twenty-five dollar (\$25) charge for each entrance doorkey not returned and for each bedroom key not returned resulting in the lock set replacement.

20. LANDLORD'S RIGHT OF ENTRY: Landlord or Landlord's agents shall have the right to enter the 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 to applicants desiring to lease the premises. Tenant also acknowledges that Landlord or his agents shall have the right to enter the leased premises without notice during any emergency and the winter and spring semester breaks in order to inspect the property for repairs and damages.

21. PETS: If Tenant seeks to have a pet in the rental property, Tenant must sign a Pet Addendum and pay to Landlord a non-refundable fee of Five Hundred (\$500) Dollars prior to the pet living in the property. This fee is in addition to the rental fees provided in this Agreement. IT IS UNDERSTOOD THAT LARGE DOGS-THOSE OVER 35 LBS-ARE STRICTLY PROHIBITED FROM BEING KEPT IN OR ON THE PROPERTY. Landlord or Landlord's agents shall have the right to remove the animal or animals from the demised premises that have not been approved by Landlord or are prohibited dogs under the lease, and Tenant shall be liable for payment of a penalty of One Hundred Dollars (\$100.00) per day until the animal(s) are removed, in addition to all reasonable costs incurred due to removal, repair of damages and replacement or cleaning of furniture and carpeting. It is expressly understood that this pet fee must be paid on a yearly basis for each rental period and does not carryover to any subsequent rental period unless approved by Landlord.

22. INSURANCE IMPAIRMENT: Tenant shall not do, nor suffer to be not 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 ordinance 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 nonperformance 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.

23. TENANT'S PROPERTY: The Tenant acknowledges that the Landlord does not carry insurance to cover the Tenant's personal property or personal liability. Tenant shall be responsible for insurance on Tenant's own property and possessions and is advised by Landlord to obtain renters insurance. 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 property shall become the property of Landlord.

24. ABANDONMENT: If Tenant shall abandon the leased premises, or quit and vacate the leased premises, voluntarily or involuntarily, the same may be rented by Landlord for such rent and upon such terms as Landlord may deem reasonable and advantageous. In the event of such re-renting, Tenant shall be and remain liable for any deficiency in rent as well any damages which Landlord may have sustained by virtue of Tenant's abandonment of the leased premises.

25. GUESTS: Tenant agrees that no unauthorized occupant shall be permitted to reside in the demised premises, which shall be defined as any person, who is a non-tenant living in said premises without the express consent of Landlord for more than three (3) consecutive days. It is expressly understood that controlled dangerous substances are strictly prohibited from the premises and those Tenants under the age of 21 are prohibited from possessing alcoholic beverages on the premises. Any tenant found to be in violation of any criminal laws or who possesses controlled dangerous substances or illegally possesses alcoholic beverages acknowledges that the Landlord shall have the right to terminate this lease by giving the Tenant thirty (30) days notice.

26. PROHIBITED ACTS AND CARE OF PREMISES: No smoking is permitted inside of the premises. If Tenant is found to have smoked inside of the premises, Tenant will be charged for the entire painting of the inside of the property upon termination of this Agreement. No Tenants or their guests are permitted to use the roof area or porch roof areas of the property at any time for any reason. No Fraternity or Sorority names or Greek letters are permitted to be hung on the outside of the property or hung on the inside of the property to be observed on the outside. Further it is prohibited to hold any fraternity or sorority functions, to include but not limited to parties, meetings, socials or gatherings in the premises. Should the Tenant hold any such function, 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. No portable swimming pools, playground equipment, air conditioners, electric heaters, waterbeds, washing machines, or outside television or radio aerials or any other 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, and 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. Tenant agrees not to violate any law in using the property, and further agrees to comply with all health, housing, fire and police regulations. Tenants are not permitted to use the garage area in the property, if the property has a garage.

27. NOISE AND BEHAVIOR: Tenant shall permit any disturbing noises or conduct, and shall not knowingly permit to enter the premises or to remain therein any person of bad or immoral 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 not allow 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 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.

28. 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 or 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.

29. ASSIGNMENT: Tenant shall not assign or sublease the premises without the express written consent of Landlord.

30. OBLIGATIONS OF TENANT UPON TERMINATION OF LEASE: At the end of the lease period & prior to moving out, Tenant must clean the exterior of the property of all trash and debris, clean the interior of the property, to include all appliances such as the refrigerator and range and all other equipment, 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 and parking stickers/permits to Landlord upon vacating the premises.

31. ATTORNEY'S FEES: In the event that the Landlord pursues legal remedies due to any actions of the Tenant which violate any term or provision of this Lease Agreement, the Tenant agrees to pay such attorney's fees with a minimum fee of Three Hundred(\$300) Dollars.

32. LEAD PAINT: If Premises was constructed prior to 1979, Tenant acknowledges being 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 wallpaper on doors, windows, woodwork and wood trim. Tenant agrees to immediately notify Landlord of any loose, peeling, flaking or chipping paint, wallpaper or sacked plaster, found either on the inside or outside of the Premises.

33. WAIVING 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 construed 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.

34. ILLEGALITY-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.

35. 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.

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

37. GUARANTOR'S ADDENDUM: Pursuant to the terms of this Lease Agreement, each Tenant is required to have their Parent/Guardian sign and notarize a Guarantor's Addendum. Under said Addendum, the Tenant's Parent/Guardian will assume and be responsible for the rental payment and all charges assessed under the terms of this Lease Agreement. If said Tenant does not provide the Landlord with a signed Guarantor's Addendum prior to the beginning of the rental period, the

Landlord in his sole discretion, may determine that the Tenant has not fulfilled his obligations under this Lease Agreement and that the Tenant is in default and may terminate the Lease Agreement as to that specific Tenant.

38. TENANTS ON FINANCIAL AID: Any Tenant claiming to be on financial aid who seeks to modify the installment payment dates outlined in paragraph 1 must provide to Landlord prior to each payment due date (July 1 and December 1) an approval letter from Frostburg State University acknowledging that Tenant has applied for and will be receiving financial aid. If tenant claims to be on financial aid, but documentation has not been provided to Landlord, the Tenant is responsible to make a monthly lease payment on the aforementioned due dates of Five Hundred (\$500) dollars and make payments of that same amount each month thereafter until such documentation is provided to Landlord.

39. JOINT RESPONSIBILITY: Each party who signs this Lease Agreement is responsible for rent and the obligations herein jointly and severally.

40. OTHER ADDENDUM: This Lease Agreement and all attached rules, policies and forms, including but not limited to the Application, Rules Agreement, Pet Addendum, comprise the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify this Lease shall be invalid unless the same is in writing and executed by both parties thereto.

TENANT(S) HAS READ THIS LEASE AGREEMENT, UNDERSTANDS THE SAME, 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.

LANDLORD:

BY: _____ on behalf of the Legacy Management Group, LLC

TENANT:

TENANT – SIGNATURE

TENANT – PRINTED NAME

TENANT – SIGNATURE

TENANT – PRINTED NAME

TENANT – SIGNATURE

TENANT – PRINTED NAME

TENANT – SIGNATURE

TENANT – PRINTED NAME

TENANT – SIGNATURE

TENANT – PRINTED NAME