

## DOMINICA BEACH, LLC LODGING AGREEMENT – Sample 2021

Dominica Beach, LLC 6001 Foxhall Farm Road Catonsville, MD 21228  
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1. **Introduction:** The owner(s) of the Property in which you will be staying (the “Owner”), by Dominica Beach, LLC, as agent (“Dominica Beach, LLC”), in consideration of the payment provided herein, hereby grants a revocable license for lodging to the person referenced above (the “Guest”) in the vacation Property assigned to Guest (the “Property”) for the specified time referenced above. All information stated above is a part of this Lodging Agreement, as are the following additional terms and conditions. In entering into this Lodging Agreement, Dominica Beach, LLC is acting on behalf of Owner, as agent, and not on behalf of Guest. This is a License to Use Agreement NOT a Lease subject to Maryland Tenant-Landlord laws.
2. **Cancellation Policy:**
  - a. **Cancellations by Dominica Beach, LLC:** Dominica Beach, LLC may cancel this Lodging Agreement at any time, prior to Guest taking occupancy and refund Guest all money paid. The Property must be occupied by the Guest identified above and all occupants of the premises shall be supervised by the Guest. Violation of this provision is grounds for immediate removal and Guest will forfeit all monies received by Dominica Beach, LLC. There is a \$25 return check fee on any personal checks. Dominica Beach, LLC also may cancel this Lodging Agreement without refund to Guest if Guest intentionally damages the Property, fails to comply with any provision of this Lodging Agreement or any applicable law, disturbs the peace, becomes verbally abusive and/or threatens any Dominica Beach LLC employee or contractor, or otherwise acts in a manner inconsistent with the good character of the Property and the surrounding neighborhood.
  - b. **Cancellation by Guest:** In the event a Guest requests a cancellation of this Lodging Agreement, Dominica Beach, LLC will make every reasonable effort to re-rent the Property. Under such circumstances:
    - i. if Dominica Beach, LLC is able to re-rent this Property for the same dates of stay for the same amount or greater, Guest will be entitled to a refund of all amounts paid under this Lodging Agreement, less a \$100 charge (hereinafter referred to as a “Cancellation Fee.”)
    - ii. if Dominica Beach, LLC is able to re-rent this Property for the same dates of stay, but only for a lesser amount, Guest will be entitled to a refund of all amounts paid under this Lodging Agreement, less the \$100 Cancellation Fee, and less the difference between the amount of the original booking and the amount for which Dominica Beach, LLC was able to re-rent the Property; and
    - iii. if Dominica Beach, LLC is unable to re-rent this Property for the same dates of stay, Guest will forfeit the full rental amount called for under this Lodging Agreement.
    - iv. **All Cancellations by Guest:** No refunds will be given for inclement weather (including hurricanes or other acts of nature or God) or any other matter which may inconvenience Guest’s stay at the Property for which is beyond the control of Dominica Beach, LLC or of Owner. For this reason, Dominica Beach, LLC strongly suggests that guest purchase Travel Insurance. Without limitation of the foregoing, Guest agrees that no refund will be provided for any actual or alleged inconvenience experienced by Guest as a result of any Special Events as defined in Paragraph 18 below. Nor will a refund be given if Guest refuses to take occupancy of the Property.
3. **Occupants:** Owner, whom we represent, has instructed us to rent to family groups and persons 25 years of age or older only. Other occupants must be family members, friends or responsible adults. Non-family, non-chaperoned, high school or college groups are not permitted. Guest must be an occupant of the Property during the entire rental period. In addition, the number of occupants shall not at any time exceed four (4) people per Unit. Violation of these policies can result in denial of access to the Property, cancellation of the reservation and/or immediate removal from the Property without refund.
4. **Check-In:** Check-in Time is 3:00 p.m. on the first day of the lodging period. Guest must check-in within 24 hours of arrival date, unless other arrangements were made, or the reservation may be cancelled and all fees will be forfeited.
5. **Check-Out:** Check-out time is 11:00 a.m. on the day of departure. All condo items must be returned to their original location. All personal items belonging to Guest must be removed from the Property prior to check-out. This includes vehicles parked in the designated spaces of the Property. Unless prior arrangements were made, any Guest not checking out by 11:30 a.m., their items will be removed by the cleaning staff, they will be charged an additional cleaning fee and their vehicle will be towed. After 11:30 a.m., the Ocean City Police will be contacted.
6. **Payment:** A deposit of 20% is due within five (5) business days from the date the lodging agreement is sent to Guest. If payment is made via Visa or MasterCard, there is a surcharge. The remaining balance after payment of the reservation fee/deposit shall be due and payable no later than thirty (30) days prior to Guest’s scheduled check-in date.

Reservations made within 30 days of check-in require full payment. If Guest chooses to use a different payment method than what is on file, Guest must contact Dominica Beach, LLC prior to that date with Guest's preferred payment information.

7. **Pets:** Pets are NOT permitted on the Property at any time. Any violation of this restriction is grounds for immediate removal and forfeiture of all money paid. Additional cleaning fees and Condominium Association penalties may be charged in the event of Guest's violation of this Paragraph.
  - a. **Service Dogs:** Guests with a registered service dog must comply with the American Disability Act (ADA) and provide the following information: 1) Is the dog a service animal required because of a disability? 2) What work or task has the dog been trained to perform? ADA does not recognize dogs who solely perform emotional support or comfort as service animals. The service dog must be housebroken and may not threaten the health and safety of other people. Service dogs are not exempt from local rules regarding animal control and health. See the Annotated Code of Maryland Regulation of Animals. [§ 13-104. Service dogs](#).
8. **No Smoking:** Smoking is NOT allowed in or on the Property at any time. This includes balconies and walkways. Smoking includes any tobacco products, vaping and any marijuana products, regardless of whether they are medically approved. Any violation of this restriction is grounds for immediate removal and forfeiture of all money paid. Additional cleaning fees may be charged in the event of Guest's violation of this Paragraph.
9. **Equipment Malfunction:** Dominica Beach, LLC will endeavor to address any equipment malfunction promptly on behalf of Owner (such as televisions, DVD, microwaves, refrigerators, dishwashers, air conditioner, etc.) Guest will not be entitled to any refunds as a result of any malfunction of equipment – even if repair or replacement is not available.
10. **Liability for Personal Injuries and Property Damage:** Dominica Beach, LLC and Owner are not responsible for any personal injury or Property damage resulting from any act of Guest in connection with Guest's use of the Property or any equipment provided with the Property.
11. **Compliance with Ocean City's Noise Control Ordinance:** Ocean City's Noise Control Ordinance makes it unlawful to cause or permit noise levels which exceed those established by the Department of Health and Mental Hygiene of the State of Maryland (COMAR 10.20.01). It shall be a violation of this Lodging Agreement and grounds for immediate removal from the Property if these noise levels are exceeded as a result of any action by Guest or Guest's family or other invitees on the Property. Ocean City strongly enforces its ordinance that no disruptive noises be made between 12 midnight and 7 a.m. in such a manner as to be heard at a distance of 50 feet from the building or structure from which it is located. Ocean City's noise ordinances provide for civil and criminal penalties.
12. **Compliance with Ocean City's Fire Ordinance:** Grilling of any kind is NOT permitted in any multiple unit building, deck or balcony. Ordinance No. 2017-09 restricts individuals from deliberately operating, tripping or using any installed fire-extinguishing system for purposes other than emergencies, maintenance or prescribed testing.
13. **Guest's Personal Property:** Guest's personal belongings left in the Property after the Property has been vacated by Guest may be disposed of without Owner or Dominica Beach LLC liability. Owner and Dominica Beach, LLC are not responsible for theft of Guest's Property unless determined to be committed by employees of Dominica Beach, LLC.
14. **Responsibilities of Guest:** The person reserving this Property must be the person checking in or Dominica Beach, LLC has the right to refuse occupancy and treat this reservation as a guest cancellation. The Property must be occupied by the Guest identified herein and all occupants of the premises shall be supervised by the Guest for the entire duration of the rental period. Guest agrees that this Lodging Agreement may not be assigned or the Property sublet for any reason. Violation of this provision shall be grounds for immediate removal.
15. **Parking Restrictions:** Each Unit has one (1) parking space. Units 1, 2, 3, 4, 5 and 6 have parking height restrictions. Dominica Beach, LLC is not responsible if Guest's vehicles do not fit in the under-building parking. The building has a maximum height restriction of 6 feet, 1 inch. Guest may be towed if their vehicle is parked in the parking space of another unit or encroaches upon the parking space of another unit. Only properly insured motor vehicles may be parked in the assigned parking space. Boat trailers or any other type of trailers are not permitted to park on city streets or in condominium parking lots. Additional, free-public parking is available on 41<sup>st</sup> Street.
16. **Other Equipment:** Guest has the option of using beach equipment, strollers, high-chairs, pack-n-play, etc., made available in the designated storage unit(s) by the Owner at their own risk. Please note Guest's responsibility with regard to damage to Property as well as liability for personal injuries due to use of such equipment apply.
17. **Special Events:** Neither Dominica Beach LLC nor Owner is responsible for any special events, functions, conventions, nor any other matters outside of the control of Dominica Beach, LLC or Owner ("Special Events") that may inconvenience Guest. No refund will be provided in the event Guest's stay at the Property is inconvenienced by such Special Events. Please consult with the Town of Ocean City prior to booking reservation so that you can be aware of any Special Events scheduled during the time you wish to stay in Ocean City.
18. **Care and Maintenance of Property:** Guest is responsible for maintaining the cleanliness of the Property during occupancy and to leave the premises reasonably neat and in good condition upon departure. This includes: removing all food or drink; washing dishes, glassware, pots/pans, utensils, etc. and putting them away; removing all trash from inside the unit and depositing same into dumpster; emptying washer and/or dryer, cleaning the lint filter, cleaning any

of the Owner's beach, baby, or other equipment made available to Guest; keeping the floors free of excessive debris; turning off all lights, heaters, TVs, air conditioners; locking doors, placing soiled linens in designated laundry bins, etc. Failure to return premises in reasonably good condition will result in an excess cleaning fee.

- a. No beach chairs, umbrellas or bikes are to be stored in the Units; Guests are to use locked storage units
  - b. Windows are not to be opened and sliding doors are to be kept closed when AC is in use
  - c. Laundry facilities in the units, as well as vacuums are not to be used between 10:00 p.m. and 8:00 a.m.
19. **Cleaning Fees:** There is a cleaning fee for each unit that includes dusting, vacuuming, and sanitizing. The cleaning company contracted by Dominica Beach LLC is required to follow CDC guidelines.
20. **Linen Service & Tote:** There is a linen service for up to four (4) guests that consists of clean sheets and towels in a welcome tote, along with a kitchen sponge, bath soap, starter K-cups. Guests are to leave soiled linens, towels, and the plastic bags they were in, on the floor in the condo for the cleaning staff to pick up.
- a. For two (2) guests the linen service includes: one (1) set of bed linens (sheets and pillow cases), two (2) sets of towels (bath towel, hand towel, washcloth) in a tote. An additional set may be requested if needed.
  - b. For three (3) or four (4) guests the linen service includes: two (2) sets of bed linens (sheets and pillow cases), four (4) sets of towels (bath towel, hand towel, washcloth) in two totes.
21. **Damage:** The signing Guest of the unit is financially responsible for any damage to the property, whether made by Guest, Guest's family, and/or other invitees. Guest is required to immediately notify Agent of any damage that has occurred during the occupancy via email or phone within twenty-four (24) hours of its occurrence. Dominica Beach, LLC and Owner may inspect and make repairs to the Property during the lodging period and may inspect the Property at the end of the lodging period.
- a. **Guest's Obligation:** Guest must surrender the Property at the end of the lodging period in as good condition as the Property was in at the beginning of the lodging period, normal wear and tear excepted. This includes but is not limited to, the following:
    - i. Keeping the Property clean and safe as the condition of the Property permits, and causing no unsafe or unsanitary conditions in the common areas and remainder of the Property that Guest or any member or guest of their party uses;
    - ii. Disposing of all rubbish, garbage, and other waste in a clean and safe manner in designated receptacle;
    - iii. Keeping all plumbing fixtures in the Property or used by the Guest in working condition and as clean as their condition permits. Toilets shall not be used for any purpose other than that for which they were constructed and no trash, sanitary pads, diapers, rags, toys or other garbage shall be placed therein. Any clog of sewer lines through the misuse or neglect of Guest shall be repaired at Guest's expense. Guest will be responsible for any water or other damage caused by a violation of this provision or any intentional misuse of the toilets or other plumbing fixtures, including allowing sinks or bathtubs to overflow.
    - iv. Not deliberately or negligently destroying, defacing, damaging, or removing any part of the Property or render inoperable the smoke detector provided by the Owner, or knowingly permitting any person to do so. Property includes, but is not limited to: bed linens, towels, blankets, pillows, comforters, drapes, furniture, wall hangings, appliances, carpet, wall hangings, dishes/glassware, utensils, etc.
    - v. Complying with all obligations imposed upon the Guest by current applicable building and housing codes;
    - vi. Being responsible for all damage, defacement, or removal of any Property inside the Property that is in Guest's exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner or Dominica Beach LLC, defective products supplied or repairs made by the Owner, acts of third parties not invitees of the Guest, or natural forces. Damage includes strong odors left behind from cooking with strong spices; e.g., Curry, that render the unit unacceptable to subsequent guests as well as odors from tobacco products, vaping and/or marijuana use, which is not allowed.
    - vii. Notifying Dominica Beach, LLC in writing or via email of the need for replacement and of repairs during Guest's stay which continued presence or use would jeopardize the safety of Guests or harm the Property, including repairs to smoke detectors or replacing the batteries as needed.
    - viii. Guest further agrees not to use the Property for any activity or purpose that violates any criminal law or governmental regulation. This extends to the common areas and the parking lot.
    - ix. Guests' breach of any duty contained in this paragraph after commencement of occupancy shall be considered material, and shall result in the termination of Guest's occupancy with no refund.
  - b. **Exclusions:** Exclusions do not cover or release the Guest from liability for damage due to the following:
    - i. Intentional, willful, reckless, or malicious acts of the Guest or others on the Property;
    - ii. Theft from the Property of either the Owner's Property or Property belonging to the Guest;
    - iii. Gross negligence of Guest or intentional misuse of furnishings, appliances, equipment, or other amenities provided with the Property. Gross negligence includes using any type of hair or body dye products that damage furnishings, floors, walls, etc.;
    - iv. Damage caused while under the influence of alcohol or drugs;

- v. Damages to real Property, furnishings, or any vehicles resulting from operation of a motorized vehicle;
  - vi. Damages related to smoking and/or vaping in or around any of the units;
  - vii. Pet damage;
  - viii. Additional cleaning fees if the premises are left excessively dirty or odorous;
  - ix. Invoices associated with the lodging that may be presented subsequent to Guest's occupancy;
22. **Travel Insurance:** Guests are encouraged to obtain vacation rental insurance directly from third parties, such as CSA to provide reimbursement for unused, nonrefundable payments if Guest's trip must be cancelled or interrupted for a covered reason. Covered reasons usually include: mandatory hurricane evacuations, sickness, injury or death, extension of school year, armed service leave revocation, involuntary termination of employment, etc.
23. **Severability:** If any provision of this Lodging Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
24. **Governing Law, Jurisdiction, and Venue:** The parties hereto agree that this Lodging Agreement is made in and shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. The parties further agree that any legal action brought by either party arising out of this Lodging Agreement or to enforce this Lodging Agreement shall be brought in Worcester County, Maryland or the federal courts situate in Maryland. The parties hereto each specifically consent to personal jurisdiction and venue in such courts. In the event of any default or breach of any condition hereof, Guest shall be liable to Owner and/or Dominica Beach, LLC for any money expended for reasonable attorney's fees or other costs which may be incurred on behalf of Owner and/or Dominica Beach, LLC in remedying said default.
25. **Entire Agreement:** No representations, agreements, undertakings, and/or promises, whether oral, implied, or inferred, have been made by either Owner or Dominica Beach, LLC unless expressly stated herein, and this Lodging Agreement represents the parties' entire agreement.
26. **Acceptance of Agreement:** **GUEST ACKNOWLEDGES THEY HAVE READ ALL PAGES OF THIS LODGING AGREEMENT AND ACCEPTS ALL OF THE TERMS AND CONDITIONS THEREIN OF Lodging Agreement #%BookingID%: BY INDICATING "ACCEPT" ON THE COVER EMAIL.**
27. **Duty to Return Accepted Lodging Agreement:** **GUEST'S FAILURE TO ACCEPT THIS LODGING AGREEMENT WITHIN FIVE (5) BUSINESS DAYS AFTER BOOKING, BY SENDING THE ACCEPTANCE EMAIL TO [RENTAL@41STOC.COM](mailto:RENTAL@41STOC.COM) AND REQUIRED DEPOSIT, MAY RESULT IN CANCELLATION.**