



Southern Promises

Month-to-Month Licensee Agreement

This Licensee Agreement is entered by and between **Southern Promises LLC** (“Company”) and _____ (“Licensee”) on _____.

Company and Licensee may collectively be referred to as the “Parties.” This agreement creates joint and several liabilities in the case of multiple Tenants.

The Parties agree as follows:

1. Property Description: Company and Licensee hereby has a month-to-month agreement located at 1802 Iverson Street, Oxon Hill, MD 20745, (the “Premises”) to Licensee.

The room type is: Single Occupancy Double Occupancy

2. Monthly Fee Schedule: During this term, the Licensee agrees to pay to Company \$ _____ each month in advance or on the 1st day of each. If Licensee moves in from 1st to 7th of the month full monthly payment is still due. If the month-to-month agreement start on the 8th day of the month or end on the last day of a month, the first and last month’s rent will be prorated accordingly. No refunds will be given for any reason. Leaving before the end of the month does not entitle you to any refunds of any portion of the rent that was paid for that month.

3. License Agreement Duration Length: The agreement will start on _____ and will continue as a month-to-month agreement. In accordance with our agreement to terminate the Licensor or Licensee must give the other party a written *thirty (30) days’ notice of License Agreement non-renewal. The Licensee may only terminate their License Agreement on the last day of any month and the Licensor must receive a written notification of non-renewal at least thirty (30) days prior to the last day of that month. The written notice period may be lengthened or shortened by WRITTEN agreement. If the Licensee plans to leave on or after the first of any month, they are responsible for that month’s full fee. If you leave without a 30-day notice prior to the two-month licensee agreement, we are obligated to report it to Social Security that you do not have a permanent address at which time they will immediately discontinue your benefits.

4. Administrative Fee: A non-refundable administrative fee of \$ _____ is is not required.

5. Utilities and Services: Charge for electricity, telephone service, cable television, heat, hot water, water, garbage pick-up, and lawn maintenance are services/utilities provided to the home are included as a part of this agreement and shall be borne by the Southern Promises LLC.



Southern Promises

Month-to-Month Licensee Agreement

6. Use of Premises: Licensee shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade without prior written consent of the Company. Licensee will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

7. Occupants: Licensee agrees that no more than **1** persons may reside on the Premises without prior written consent of the Company.

8. Insufficient Funds: Licensee agrees to pay the charge of **\$35** for each payment given by Licensee to Company that is returned to Company for lack of sufficient funds.

9. Late Charges: Monthly Fee is due on the 1st of each month. A 3-day grace period is provided. If any or all of the monthly fee is not received by the **4th** of the month, **\$100** will be charged as late fees. If no payment is received by the **6th** of the month, Licensee will be considered in breach of the License Agreement. Agreement cancellation and immediate vacating proceedings will be initiated.

10. Defaults: If Licensee fails to perform or fulfill any obligation under this License Agreement, Licensee shall be in default of this agreement. Subject to any statute ordinance or law to the contrary, Licensee shall have **3** days from the date of notice of default by Company to cure the default.

In the event Licensee does not cure a default, Company may at Company's option:

a) cure such default and the cost of such action may be added to Licensee financial obligations under this License Agreement; or

b) declare Licensee in default of the License Agreement. In the event of default, Company may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Company may, at its option, hold Licensee liable for any difference between the rent that would have been payable under this License Agreement during the balance of the unexpired term, if this License Agreement had continued in force and any rent paid by any successive Licensee if the Premises are re-let. In the event Company is unable to re-let the Premises during any remaining term of this License Agreement, after default by Licensee, Company may at its option hold Licensee liable for the balance of the unpaid rent under this License Agreement if this License Agreement had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is ground for termination, with appropriate notice to Licensee and procedures as required by law.

11. Quiet Enjoyment: Licensee shall be entitled to quiet enjoyment of the Premises and Company will not interfere with that right, as long as Licensee pays the rent in a timely manner and performs all other obligations under this License Agreement.



Southern Promises

Month-to-Month Licensee Agreement

12. Possession and Surrender of Premises: Licensee shall be entitled to possession of the Premises on the 1st day of the License Agreement Term. At the expiration of the License Agreement, Licensee shall peaceably surrender the Premises to the Company or Company's agent in good condition, as it was at the commencement of the License Agreement, reasonable wear and tear excepted.

13. Condition of Premises: Company has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this License Agreement, in Licensee opinion, the conditions change, Licensee shall promptly provide reasonable notice to Company.

14. Assignment and SubLicense Agreement: Licensee shall not assign or subLicense Agreement any interest in this License Agreement. All subLicense Agreement arrangement must be made with prior written consent of the Company, which consent shall not be unreasonably withheld. Any assignment or subLicense Agreement without Company's written prior consent shall, at Company's option, terminate this License Agreement.

15. Dangerous Materials: Licensee shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

16. Pets: Licensee shall not keep any pets or reptiles on the Premises without the prior written consent of the Company.

17. Alterations and Improvements: Licensee agrees not to make any improvements or alterations to the Premises without prior written consent of the Company. If any alterations, improvement, or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Company and shall remain at the expiration of the License Agreement, unless otherwise agreed in writing.

18. Damage to Premises: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Licensee negligence, the rent will be abated during the time that the Premises are uninhabitable. If Company decides not to repair or rebuild the Premises, then this License Agreement shall terminate, and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Licensee.

19. Maintenance and Repair: Licensee will, at Licensee sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this License Agreement and any renewal thereof. shall Licensee be responsible to make all repairs to the



Southern Promises

Month-to-Month Licensee Agreement

Premises, fixtures, appliances and equipment therein that may have been damaged by Licensee misuse, waste or neglect, or that of the Licensee family, agents or visitors. Licensee agrees that no painting will be done on or about the Premises without the prior written consent of Company. Licensee shall promptly notify Company of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Company will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

20. Right of Inspection: Licensee agrees to make the Premises available to Company or Company's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or Licensees, or in case of emergency. Except in case of emergency, Company shall give Licensee reasonable notice of intent to enter. Licensee shall not, without Company's prior written consent, add, alter or re-key any locks to the Premises. At all times Company shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Licensee further agrees to notify Company in writing if Licensee installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

21. Holdover: In the event Licensee remains in possession of the Premises for any period after the expiration of the month-to-month Terms ("Holdover Period") a new month-to-month licensee may be created subject to the same terms and conditions of this License Agreement at a monthly rental rate of the same in this agreement unless otherwise agreed by the Parties in writing. Such month-to-month Licensee shall be terminable on thirty (30) day notice by either Party or on longer notice if required by law.

22. Abandonment: If Licensee abandons the Premises of any personal property during the term of this License Agreement, Company may at its option enter the Premises by any legal means without liability to Licensee and may at Company's option terminate the License Agreement. Abandonment is defined as absence of the Licensee from the Premises for at least ____ consecutive days without notice to Company. If Licensee abandons the Premises while the rent is outstanding for more than ____ days and there is not reasonable evidence, other than the presence of the Licensee personal property, that the Licensee occupying the unit, Company may at Company's option terminate this License Agreement and regain possession in the manner prescribed by law. Company will dispose of all abandoned personal property on the Premises in any manner allowed by law.

23. Extended Absences: In the event Licensee will be away from the Premises for more than 3 consecutive days Licensee agrees to notify Company in writing of such absence. During such absence, Company may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.



Southern Promises

Month-to-Month Licensee Agreement

24. Security: Licensee understands that Company does not provide any security alarm system in bedrooms or other security for Licensee or the Premises. In the event any alarm system is provided, Licensee understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Licensee on the Premises.

25. Severability: If any part of this License Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this License Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

26. Insurance: Company and Licensee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Licensee understands that Company will not provide any insurance coverage for Licensee property. Company will not be responsible for any loss of Licensee property, whether by theft, fire, riots, strikes, acts of God or otherwise. Company encourages Licensee to obtain renter's insurance or other similar coverage to protect against risk of loss.

27. Binding Effect: The covenants and conditions contained in the License Agreement shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

28. Licensee is aware that the **premises is not a Group Home, Nursing Home or Assisted Living Facility. Nor does the Company LLC provide activities of daily living or any personal care services.** However, 3rd party and Company affiliates may provide these services.

29. Entire Agreement: This License Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this License Agreement. This License Agreement may be modified in writing and must be signed by both Company and Licensee.

30. Notice: Any notice required or otherwise given pursuant to this License Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Licensee, at the Premise and if to Company, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

31. Cumulative Rights: Company's and Licensee rights under this License Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.



Southern Promises

Month-to-Month Licensee Agreement

32. Waiver: The failure of either Party to enforce any provisions of the License Agreement shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this License Agreement. The acceptance of rent by Company does not waive Company's right to enforce any provisions of this License Agreement.

33. Indemnification: To the extent permitted by law, Licensee will indemnify and hold Company and Company's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Licensee, or for damage to property arising from Licensee using and occupying the Premises or from the acts or omissions of any person or persons, including Licensee, in or about the Premises with Licensee express or implied consent except Company's act or negligence.

34. Legal Fees: In the event that the Licensee violates the terms of the License Agreement or defaults in the performance of any covenants in the License Agreement and the Licensee engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Licensee based upon such violation or defaults, Licensee shall be liable to Company for the costs and expenses incurred in enforcing this License Agreement, including reasonable attorney fees and costs. In the event the Licensee bring any action against the Company pursuant to this License Agreement and the Company prevails, Licensee shall be liable to Company for costs and expenses of defending such action, including reasonable attorney fees and costs.

35. Display of Signs: Company or Company's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective Licensees during the last ____ days of this License Agreement. Licensee agrees that no signs shall be placed on the Premises without the prior written consent of the Company.

36. Noise: Licensee shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons.

37. Parking: Licensee is granted not granted permission to use parking space(s) that may be found at _____ for the purpose of parking ____ motor vehicle(s) during the term of this License Agreement. Company is not responsible for, nor does it assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Licensee must keep vehicle in good condition and state registered. Licensee is responsible for any damages caused by vehicle.

38. Balconies: Licensee shall not use balcony for the purpose of storage, drying clothes, or cleaning rugs.



Southern Promises

Month-to-Month Licensee Agreement

39. Bicycles: All bicycles owned by the Licensee shall be stored only in the areas designated by the Company and not in any other parts of the building including the hallways, entrances, and lobbies.

40. Locking of Entrance Doors: Company reserves the right to close and keep locked all entrance doors of the building during such hours as the Company deems advisable for the safety and protection of the building and its occupants. Licensee shall not prop open any entrance doors.

41. Dwelling: Licensee is only entitled to occupy the dwelling listed above. This License Agreement does not entitle the Licensee to use of any area outside of the dwelling including, but not limited to, the attic, basement or the garage without written permission from the Company. Licensee is not to paint any part of the apartment without prior written permission from the Company.

42. Water Leaks: Licensee is to notify the Company immediately if Licensee notices any running water in the faucets in the kitchen, bathroom-sink, bathtub or any other faucets. If the toilet is running and does not shut off properly, Licensee is to notify Company immediately. If Licensee does not notify Company of any water leaks and it is determined that the water bill is in excess because of this leak, Licensee will be responsible financially for paying the difference in the water bill.

43. Licensee shall abide by all House Rules. House Rules may be modified at any time. In the event rules are broken Licensee maybe subject to an immediate fine that must be paid within 2 business days. If rules are not abided by, Licensee agrees to pay immediate fees, up to \$300.00 due prior to any month-to-month payments.

44. This month-to-month agreement may be terminated by the Company at any time. Of which Licensee will be required to vacate the premises immediately.

45. Licensee agrees to indemnify the Company, staff, employees, family members and other related parties against any damages to include bodily injury, any loss, any misconduct, fault, death or damage to real or tangible personal property during after this Agreement.

46. Licensee understands that no drugs or unprescribed medication is allowed in the property (to include the front and backyard. As if Licensee is found in possession, Licensee will be required to immediately vacate property upon request. Licensee agrees that 420 is not allowed on premises.



Southern Promises

Month-to-Month Licensee Agreement

47. Conflict Resolution: Each Licensee will strive to develop mutual cooperation and good feelings with all other Licensees. Should disagreements arise, each shall try to resolve the dispute in good faith using clear communication. If disputes continue thereafter, the housemates will discuss with Company and come to a conclusion with the Company's decision or by a vote.

Pre-Move In Inspection of Room and Bathroom Notes:

THIS IS A BINDING AND LEGAL AGREEMENT; YOU SHOULD NOT SIGN UNLESS YOU UNDERSTAND THE TERMS AND CONDITONS COMPLETELY.

X _____ / ____ / ____
LICENSEE FULL NAME DATE

X _____ / ____ / ____
LICENSEE SIGNATURE DATE

X _____ / ____ / ____
COMPANY REPRESENTATIVE SIGNATURE DATE