



THE LORD ADVANTAGE *at Horizon Management*

357 W. Patrick St. Suite 1. Frederick, MD 21701
301-694-3737 301-293-0133 301-777-5028

Tenancy Guidelines and Information

HORIZON MANAGEMENT, INC. welcomes you as part of our rental family. We are *representing and working for the owners of the properties that we manage*. However, we feel an obligation to both the owners of the properties as well as the tenants to ensure that properties managed by HORIZON MANAGEMENT, INC. are rented as well as maintained in a manner that protects the quality of the dwelling and of the neighborhoods where our tenants reside.

If you have received this guide with your lease, you have already been through the application process, have been approved, and have become a tenant of HORIZON MANAGEMENT, INC.

Please be aware that only select properties allow pets and the presence of unauthorized pets in a Dwelling Unit is grounds for collection of additional fees and/or immediate termination of lease under our standard Rental Agreement.

Liquid filled furniture (waterbeds, etc.), boats, campers/RV's are not allowed without prior written authorization. All motor vehicles or trailers must have current licenses and may be parked only in garages, driveways, on the street (not in fire lanes or on a lawn), or as required by the Condominium or Homeowners Association.

MOVING IN:

Keys will be supplied to you on the first day of occupancy. On this day, Agent will meet with you at the property and prepare a property condition report. This report lists any existing damages and the general condition of the unit. There will also be a copy of the unit checklist that was used to get your unit ready for you to occupy the unit, along with the copy of the move-in clean checklist. You may request a copy of this report. You will be sent a copy of these reports when HORIZON MANAGEMENT, INC. receives your intent to vacate notice. If you discover any items that are not on the list, you have five days from the date of occupancy to add these to the list. Otherwise, these items will be charged to you upon move-out. The unit must be returned to us in the same condition, normal wear and tear excepted.

HORIZON MANAGEMENT

Frederick County
Administrative Office
Horizon Management, Inc.
357 W. Patrick Street, #1
Frederick, MD 21701
Phone: (301) 694-3747
Fax (301) 663-8055

Washington County
Mail or Drop Off
Horizon Management, Inc.
c/o Pony Express, Box 216
345 E. Antietam Street
Hagerstown, MD 21740
Phone: (301) 293-0133
Fax (301) 663-8055

Allegany County
Office
Horizon Management, Inc.
201 Grand Avenue, Suite BB
Cumberland, MD 21502
Mail or Drop Off
Horizon Management, Inc.
c/o UPS Store Box 295
725 Park Street
Cumberland 21502
Phone: 301-777-5028
Fax (301) 663-8055

Emergency Only
Given with lease

Email:
DorisByrd@HorizonRealty.Com
Website:
HorizonManagement.net

RENT:

Rent is due on the 1st of every month. Rent must be *received* by HORIZON MANAGEMENT, INC. no later than the 5th. Late charges will be assessed on the 6th of each month that rent is not received by the 5th. Rents are received at HORIZON MANAGEMENT, INC. at 357 W. Patrick St., Frederick, MD 21701. You may mail your payment or drop it off in person. You MAY NOT use your security deposit as rent.

DELINQUENT RENT:

Rent is delinquent after the 5th day. A late charge of 5% of the gross monthly rent will be imposed on the 6th day.

If the rent plus late charge is not paid by the end of the 6th, "Failure to Pay Rent" will be filed on the next business day following the 5th. However, note that "Failure to Pay Rent" can be filed anytime after the 1st of the month. Actual court costs will be imposed to cover the costs of the filing fees. If the rent (and late fee and court charge) *is* paid no later than the close of business the day before the assigned court date, the court proceeding will be dismissed. However, if the rent (and late fee and court charge) *is not* paid by the close of business the day before the assigned court date, the Agent will proceed with the court proceedings.

If eviction proceedings are subsequently filed, a court charge of actual costs will be imposed in addition to all the other charges previously incurred.

If an attorney is retained for delinquency and collection, you are responsible for actual attorney fees and collections costs in addition to the rent, late fees, and court charges. All monies due, including rent, late fees, court costs, NSF fees, and utilities are considered rent and are collectible as such. Any payment made is applied first to outstanding fees and charges, and the balance to unpaid rent.

If a rent check is returned by the bank for NSF or any other reason, there will be a service charge of actual costs in addition to the 5% late fee. This amount must be paid by money order or cashier's check; and it will be grounds for eviction if the rent (including all fees) is not paid in full within 24 hours. If a personal check is returned two times during occupancy, HORIZON MANAGEMENT, INC. has a right to demand all future rents to be paid by money order, certified check, or cashier's check.

A tenant fee schedule is attached.

UTILITIES:

You are responsible for putting utilities into your name for billing upon moving into the property. Unless otherwise indicated on your lease, tenants pay all utilities. Electric service will be cut off the 5th day after this lease is signed. You must have the service changed to your name before that time in order to not have an interruption of service.

Frederick Electric – 800-255-3443
Frederick Water Horizon Management
Frederick Gas - 301-662-2151
Hagerstown Electric - 301-790-4160
Hagerstown Water Horizon Management
Hagerstown Gas - 888-460-4332
Cumberland Electric 800-255-3443
Cumberland Water Horizon Management
Cumberland Gas - 800-440-6111

Water bills are submitted to HORIZON MANAGEMENT for payment. You will be billed on the next statement; payment is due as soon as you receive the statement. If it is not paid before the next rent cycle a Failure to Pay court case will be initiated and you will incur court costs.

Some properties that have oil heat may have a service contract with a particular oil company. Oil purchases may be restricted to same company. Any property with oil heat will be guided by the appropriate paragraph or provision of the lease regarding heating oil.

Annual servicing of all heating systems (gas & oil) will be provided by the owner.

If you intend to have a satellite dish, please know that nothing can be attached to the house without prior permission from the owner.

Water & sewer bills must remain in the owner's name and will be sent to HORIZON MANAGEMENT, INC. A copy of the bill will be sent to you. You must pay HORIZON MANAGEMENT, INC. the designated amount upon receipt of this bill. Any billing received for a time period prior to lease commencement or after lease occupancy will be pro-rated for the amount you owe.

If you do not have a phone, we will be unable to give you notice for entry. So, please have at least one phone (cell or landline) so that you may be reached in times of emergency or repairs.

SMOKE DETECTORS

All smoke detectors are in working order when you move in. It is your responsibility to check Smoke Detectors periodically during the tenancy to keep the Smoke Detectors in proper working condition and to report any malfunctions in said Smoke Detectors to Landlord/Agent in writing. If one is not working, you could cause serious damage to not only yourself and your property, but others in the building or in surrounding buildings if a fire were to occur. On that note, you are not allowed to tamper with any smoke detector (removing the batteries, not changing the batteries when required, or rendering any smoke detector ineffective.) This can result in termination of your lease. Horizon Management will replace batteries annually.

Your smoke detectors could be 1)battery operated, 2)hardwired into your electricity, or 3) hardwired with a battery backup. Please check what kind you have and make sure at least one is battery-operated in case your electric goes out then it will still work.

HOMEOWNER ASSOCIATIONS:

If you move into a community which is regulated by a Home Owner's Association, you will be given a copy of the rules and regulations. All tenants and guests of tenants must abide by all rules stated within the HOA policies.

CHANGES:

You are responsible for reporting any changes in the personal information submitted on your application, including but not limited to change of name, phone number(s), financial and employment information within 48 hours.

KEYS & LOCKS

You are given one set of keys for each person on the lease. These keys must be returned within 24 hours after vacating or you will be charged the actual cost of changing all locks on the unit (service & hardware) as well as a \$25.00 service charge.

You are not allowed to change the locks without our permission.

If, for personal reasons, you request a lock change for any or all doors, you will be charged the actual cost of changing the lock or locks (service & hardware) as well as a \$25.00 service charge.

If you have lost a key, we will provide you a replacement key at \$10.00 per key.

If you have locked yourself out and need assistance to re-enter your unit, please call us and we will send someone to let you in if at all possible. There will be a \$25.00 service charge for entry assistance.

GUESTS:

Anyone staying at the residence more than 60 days is not considered a guest. If there are more occupants in the Rental Dwelling than your lease permits, then you may be subject to additional monthly fees or immediate termination of lease under our standard Rental Agreement.

PARKING:

Parking areas that are provided for certain rental units are for Tenants only. Your lease will designate the number of spaces allowed for your unit. Family and other guests must use alternative parking areas. If you are unsure, please ask.

All motor vehicles or trailers must have current licenses, be in operating condition, and may be parked only in garages, driveways, on the street (not in fire lanes or lawn), or as required by the Condominium or Homeowners Association. No mechanical repairs may be performed on the property or in the street adjacent to the property. Reasonable car maintenance is permitted.

EXAMINATION:

We perform a "walk-through" examination of the premises prior to tenant move-in. We do an initial examination for our records prior to or at the time of occupancy, and you may add any additional items to the Property Condition Report within 5 days after move-in. The premises is also photographed and/or videotaped at the "walk-through" and "move-out" examinations. The records will be kept on file for use during the move-out examination.

According to your lease, an examination of the property is performed every 6 months while you are residing at the property. You are notified of the scheduled date ahead of time. If there are items for which you are responsible, please take care of these prior to the examination of the property. We will give you 24 hours notice any time we need to enter the unit, unless it is an emergency.

After each 6-month examination, we will send someone out to fix any items warranting attention. If any of these items are your responsibility because of either normal maintenance or destructive (voluntary or involuntary) intent, you will be charged accordingly. We want to keep all repairs up to date, no matter how minor.

MAINTENANCE:

Any repair or maintenance problem should be reported to our office at 301/694-3747, 301/293-0133, 301/777-5028. If the office staff is unavailable, voice mail will take your message.

HORIZON MANAGEMENT, INC. will not reimburse you for repairs ordered without our prior approval; nor will we pay for any repairs not authorized and issued by HORIZON MANAGEMENT, INC.

Maintenance problems should be called in as soon as they are noticed to avoid more extensive damages.

HORIZON MANAGEMENT, INC. uses sub-contractors and laborers for all repairs. We will assign work as soon as it is received. Although we cannot guarantee how quickly these companies and individuals can respond, we assure you that your problem will be taken care of in a timely manner. If arrangements are made for a maintenance call and you do not provide access to property during normal business hours, there will be a \$25.00 (or actual, whichever is higher) service charge.

Many repairs, such as bulb replacement, smoke detector batteries, broken glass, doors, torn or bent screens, lawn and shrub maintenance, blinds, furnace filters, window A/C units, ceiling fans, garage remote control devices, caulking around sinks & tubs, and some appliance and plumbing repairs are your responsibility. Please check your lease to understand the items for which you will be responsible.

Dishwashers, garbage disposals, refrigerators, and stoves are warranted under the lease; repairs due to normal wear and tear will be made as quickly as possible. Other appliances such as

washers, dryers, dehumidifiers and microwaves are for tenant's use and convenience. These are tested at move-in and are to be maintained by tenants. If any of the latter are not in working order when you move-out, you will be charged for the repair of such. No appliances may be removed or disposed of without prior consent of management.

EMERGENCY CALLS:

Emergency calls should be made to the property management office. If no one is there, see list below for alternatives.

Examples of emergency calls are:

1. Fire – (**GET OUT FIRST, CALL 911**, then call us)
2. No heat (if *cold* outside)
3. Major water leaks (**TURN OFF MAIN SHUT-OFF VALVES FIRST**)
4. Backed up sewer lines (**DO NOT USE TOILETS**)
5. Refrigerator completely off (**LEAVE DOOR SHUT TO KEEP COOL**)
6. Any situation that could cause serious damage to the property, or
7. Any situation that is life threatening.

If you find you do not have either electric or water, call the city first to make sure that there are no outages, or problems with the water lines. If everything is fine on their end, please call the office.

All other items should be called in to the property management office during regular office hours, or a message left on our 24-hour voice mail.

PHONE NUMBERS:

HORIZON MANAGEMENT, INC. - Property Management Office – 301-694-3747 (Frederick Co. tenants) or 301-293-0133 (Washington Co. tenants) or 301-777-5028 (Allegany Co. tenants)

HORIZON MANAGEMENT Rental Fax 301/663-8055

HORIZON REALTY, INC. **Sales Office** - Main line 301-662-8300, 301-293-6041 or 301-722-2107

EMERGENCY after you have tried all other numbers (given with lease)

Use emergency only

LANDLORD BREAKS LEASE:

The Landlord can ask you to leave if you or anyone displays objectionable conduct or otherwise materially breaches the Lease. You will have a thirty (30) day notice to quit and vacate the premises. Failure to vacate will activate the penalty provisions of Paragraphs 19-21 of your lease. You will be responsible for payment of rent during this notice period as well as the rent for the duration of your lease or until a new tenant moves in the unit, whichever comes first. If you are a threat and involved in illegal activity, you will be given a fourteen (14) day notice to quit and vacate the premises.

MOVING OUT:

All notices to vacate premises must be in writing, and received by HORIZON MANAGEMENT, INC. at least 30 days prior to the date of termination.

Keys must be turned in within 24 hours of vacating.

A walkthrough must be scheduled within 5 days of vacating. When you make the appointment and turn the keys in, you are telling me you are finished and the property is ready to be examined. A tenant checklist will be provided for your convenience.

SECURITY DEPOSIT:

All Security Deposits are deposited into an interest bearing escrow account in the state of Maryland and cannot be used for any other purpose, including the last month's rent. According to state law, we cannot remove any security deposit from the escrow account until the tenant has moved out of the property. Subject to the terms and conditions of your Rental Agreement, the Security Deposit is fully refundable within 45 days of move-out, depending upon the condition of the unit (in terms of damage and cleaning), balance of unpaid rent due and/or any other unpaid financial obligations owing at the time of departure. The Security and Pet Deposit is 100% refundable with simple interest accrued at the legal rate, providing the property is in the same condition when the tenant vacates as when they moved into the property (normal wear and tear excepted).

COLLECTIONS:

If you still owe money for damages, repairs, or rents after you move out and after your security deposit is kept, we may utilize a collection service to report and collect any money owed. They will contact you for payments and your name will be put into collections and it will show up on your credit report. Your bad debt information will also be turned over to The Registry, which is a national rental database. Your next landlord may not accept you as a tenant if they see that you owe your previous landlord. Also, if you intend to buy a house or other large investment, you will have to pay off your debts first. So, keep your credit clean and your bills paid.

All Hagerstown tenants will be added to a list at the Landlord & Property Owners Association of Washington County. This list provides new landlords with the numbers of any old landlords to contact for references.

DISPUTES:

If you have any questions regarding Maryland Tenant/Landlord law, you may contact Baltimore Neighborhoods, Inc. (BNI) at 800/487-6007. If you dispute any enforcement of the lease, or if you dispute any charges on your security deposit statement, you have every right to file in court or seek mediation. The Attorney General's Mediation Unit number is 410/528-8662.