

**RESOLUTION NO. 1939**

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF SALISBURY AND GNI PROPERTIES, INC. FOR THE USE OF THE PROPERTY LOCATED AT 117 PRINCETON AVENUE FOR THE PURPOSE OF A NEIGHBORHOOD SERVICE CENTER

WHEREAS, the City of Salisbury desires to establish a Neighborhood Service Center in the Princeton Homes neighborhood in an effort to increase services to the citizens;

WHEREAS, GNI Properties, Inc. has consented to provide the property located at 117 Princeton Avenue for the use as a Neighborhood Service Center for the period of three (3) years at a cost of one dollar (\$1.00) per year;


WHEREAS, the Council of the City of Salisbury must approve a lease agreement to allow city services to be provided from this property;

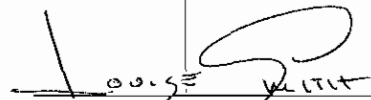
NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Salisbury, Maryland, hereby approves the lease between the City of Salisbury and GNI Properties, Inc. which is attached hereto;

BE IT FURTHER RESOLVED, that Mayor James Ireton, Jr. is authorized and empowered to execute any and all documents required to lease the aforementioned property.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on July 12, 2010, and is to become effective immediately.

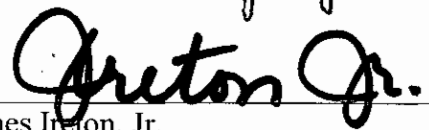
ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
ASSISTANT CITY CLERK

  
\_\_\_\_\_  
Louise Smith  
COUNCIL PRESIDENT

APPROVED BY ME THIS

14<sup>th</sup> day of July, 2010

  
\_\_\_\_\_  
James Ireton, Jr.  
Mayor

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**INTER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**OFFICE**

# MEMO

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*OFFICE OF THE MAYOR*

**To:** John Pick  
**From:** Loré L. Chambers, Ph.D. (Candidate) *LLC*  
**Subject:** Resolution for Lease of 117 Princeton Street  
**Date:** June 25, 2010

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Attached is a resolution to lease the property at 117 Princeton for the purpose of establishing a Neighborhood Service Center. This lease was discussed at the City Council's work session held Thursday, June 24, 2010.

Please include this information on the Council agenda for the July 12, 2010, session.

Attachment

cc: James Ireton, Jr.  
Mayor

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 12th day of April, 2010 between GNI PROPERTIES, INC., 312 W. Main Street, Salisbury, MD 21801, (410 546-4500), hereinafter referred to as "Landlord" and City of Salisbury hereinafter referred to as "tenant", Witnesseth, that Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord the premises described as 117 Princeton Avenue, Salisbury, MD 21804, hereinafter called the "premises" for the term of one year, beginning on the 12th day of April, 2010 at the rent of One dollars (\$1.00) per year, payable on the first of May of each year in advance.

(On weekly rentals, a \$5.00 discount will be given to rents paid in full by 7:00 p.m. on Friday, at the office). A minimum 5% rent increase will go into effect one year from beginning lease date. This letting is upon the following conditions, covenants, and agreements:

1.) The tenant accepts said premises in their present condition and agrees to keep said premises in a good clean condition. The Tenant will not, without the prior written consent of Landlord, make any alteration, addition, or change in or to the premises or the painting thereof including changing of the locks. Tenant shall give the Landlord prompt notice of any defects in or accidents to any part of said leased premises, in order that the same may be repaired with due diligence, but if damage is caused by misuse or neglect of the Tenant, his family, friends or visitors, and if Landlord makes said repairs, Tenant agrees to pay the cost of the same upon presentation of bill. All damages to doors, locks and windows by break-in, etc., will be paid by the Tenant. If damage should occur to dwelling, such as broken pipes, due to insufficient heat being maintained by Tenant, or damage due to running water from stoppages or overflows of any plumbing fixture, Tenant will be responsible for paying all costs for materials and labor to repair said damage. If a high water bill occurs due to the breaking of pipes, or from running water from any plumbing fixture, Tenant will be responsible for paying same. Such bill shall be reasonable and comparable to local market price for the work done. Tenant will not keep anything in the premises which will affect the insurance against fire or other hazards. Tenant agrees to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and damage by the elements excepted. Landlord has furnished Tenant a summary concerning Tenant's Security Deposit to Landlord, and Tenant acknowledges receipt of said summary. Landlord acknowledges receipt of said Security Deposit in the amount of none dollars (\$ none). The Security Deposit is NOT to be used as a last week/months rent. Security deposit will be refunded within the 45 day time limit as stipulated in the Security Deposit Agreement. As of October 1, 2004, the interest rate on Security Deposits will change to the rate as required by the State of Maryland. Upon vacating the premises, should there be a balance left owing to the Landlord, collection procedures would start immediately. All costs of collection is assumed by the Tenant. Costs of collection shall deem to be thirty-three and one-third percent (33.3%) of all amounts due and owing by the tenant for past due rent and/or damages and any other assessments due under the terms of this Lease. The thirty-three and one-third percent (33.3%) amount represents reasonable attorney's fees paid for the cost of collection.

2.) Tenant further covenants and agrees that upon the expiration of said term, or upon the termination of the lease for any cause, he will remove all personal property not belonging to the Landlord and at once peacefully surrender and deliver upon the whole of the above described premises together with all improvements hereon to the Landlord his agents and assigns; he agrees that any property not removed shall be considered as abandoned and Landlord may dispose of the same without being accountable to Tenant for same. Provided that in case any rent shall be due unpaid or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted or vacated, then it shall be lawful for the said Landlord, his agents, attorneys, successors or assigns to immediately terminate this lease agreement and take any legal action necessary, to regain possession of the premises, and charge the Tenant any incurred court fees and reasonable attorney's fees associated with the enforcement of the provisions of this paragraph of the Lease. In the event of the re-entry by the Landlord as herein provided, Tenant shall be liable for damage to said Landlord for all loss sustained.

3.) Tenant will be responsible for the following utility bills, and have such bills put in Tenant's name: Electric yes, Gas yes, Oil no, Water/Sewer/Trash yes. Water/Sewer/Trash account will remain in Landlords name and Tenant will reimburse/pay City of Salisbury when presented with a bill stating the amount due. Tenant understands that multi-family units are on one water meter and the bill will be divided equally among those units. (An adjustment will be made for any unit with a washing machine if the other units do not have one.) Tenant agrees that if any member of his household, his agents, guests or visitors shall cause damage to appliances of Landlord's, Tenants agree to pay cost of repairing the damage, or if damaged beyond repair, Tenant agrees to pay cost and installation fee, if any, for appliances. Tenant shall not install any appliance of their own, without the written consent from Landlord or his agent. The Landlord will furnish and maintain in operation in the leased premises the following appliances: Refrigerator yes; Range yes; Washer no; Dryer no; and Dishwasher no. **Broken appliances will not be replaced by the Landlord, if it is determined that the Tenant is not keeping the appliances in a clean condition.**

- 5.) The tenant further covenants that he will use the premises for residential purposes only and not for any office or commercial use and that he will not allow anyone to share said premises, keep roomers or boarders, nor assign, sublet or transfer said premises or any part thereof without the Landlord's consent endorsed in writing hereon. **No person shall reside in the premises, other than those named in Tenant's "application to Rent" filed with Landlord or Landlord's Agent, except by prior written consent by Landlord.**
- 6.) The Landlord, his agent, and employees may enter said premises during normal business hours to examine same or to make needed repairs to said premises. However, if deemed an emergency, Landlord, his agent, and employees may enter said premises to protect Landlord's property.
- 7.) Common Areas - all persons using the recreational facilities and common areas shall obey regulations deemed necessary by the Landlord or his agent for the health and safety of all tenants. Continued violation by Tenant of regulations shall be cause for suspension of use privileges by Landlord. Suspension from common areas does not relieve Tenant from paying rent.
- 8.) A list of Rules & Regulations is attached and made a part of said lease and Tenant agrees to abide by same in all respects. If the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of repeated failure by Tenant or his family, friends or guests to abide by said Rules and Regulations (including further amendments thereof) or by reason of Tenant's causing or permitting on the premises noise of high volume and/or duration, then the Landlord shall have the right to begin immediate legal action to terminate this lease.
- 9.) The tenant is responsible for obeying all City and County ordinances and would be responsible for all fines incurred due to noncompliance of same. Specifically the return of trash receptacle(s) see attached and removal of snow/ice from sidewalk of property within 6 hrs. as per City ordinance. **NO TENANT SHALL BURN TRASH ON THE PROPERTY.**
- 10.) If rent and/or any charges, payments, expenses, or costs herein reserved, included or agreed to be paid by Tenant shall remain unpaid after due date, Landlord will make a Late Charge in an amount equal to 5% of the amount due and unpaid on monthly rentals. Five days will be allowed on rent before the late charge is assessed. In the event that said delinquent payment and service charge or charges are not received in the office of the Landlord by the due date, the Landlord shall be entitled to pursue any remedy it may have under this lease.
- 11.) All late charges, water/sewer/trash charges, returned check fees, repair charges, vehicle towing/storage charges, court costs and any other miscellaneous fees shall be considered rent. Tenant payment application shall be to the oldest charge first.
- 12.) Bad Checks - if any check issued by Tenant to Landlord or Agent for payments due hereunder is returned without payment for any reason whatsoever except Landlord's fault, Tenant shall pay Landlord as liquidated damages a charge of \$35.00 for each time the said check is returned.
- 13.) The Tenant shall not make or permit to be made any disturbing noises or do, or permit any act which will unreasonably interfere with the peaceful possession of premises by other tenants.
- 14.) In the event that any of the material representations contained in the Application shall be found by the Landlord to be misleading, incorrect or untrue, the Landlord shall have the right to forthwith cancel this lease and to repossess the leased premises.
- 15.) All payments of rents shall be made at the office of GNI Properties Inc., or at such other place as the Landlord may designate in writing.
- 16.) Said Landlord covenants that said Tenant on payment of all of the aforesaid installments and performing all covenants and observing all the Rules and Regulations, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the time aforesaid.
- 17.) Lead based paint has been shown to be a health hazard which can have serious effects, especially on children, many dwellings constructed prior to 1978 may contain lead based paint. Attached is a document entitled "Protect Your Family From Lead In Your Home" which was prepared by the EPA. Lessee agrees to read this document carefully and to use reasonable caution (such as, but not limited to, preventing children in your care from peeling and eating paint chips) to prevent lead poisoning. Lessee agrees not to hold owner, landlord, lessor, his agent, or management company responsible for any problems or expenses associated with lead poisoning.

18.) As of the 12th day of April, 2010, the smoke detector is in working order. Please check the smoke detector as you move in and continue to test it regularly. Contact the office immediately should you have any problems with it. Do NOT attempt to dismantle or disable the smoke detector on your own.

19.) INSURANCE: At Tenant's sole cost and expense, Tenant shall purchase Renter's Insurance coverage providing for personal coverage of Tenant's personal property on and in the Premises insured for the benefit of Tenant, during the term of this Lease, and any renewal or extension thereof, against theft, loss or damage.

20.) Landlord is not responsible for any cable or telephone wiring or jacks.

**RULES & REGULATIONS**

1.) Tenants shall keep their dwellings in a good state of preservation and cleanliness, and shall not drive nails into the woodwork or walls of said dwelling. Only picture hanging tacks which are approved by the Landlord shall be used. (Absolutely no adhesive tape or material is to be used.) Tenant shall be responsible for any damage caused by this negligence.

2.) The water shall not be left running anywhere on the premises.

3.) Nothing shall be stored in the hallways, stairways, or common areas of the building. No motor cycle, moped or vehicle shall be allowed to be parked on the lawn or porches of any rental property.

4.) A \$35 service charge will be assessed to the tenant if their gas/oil service is interrupted and requires GNI Properties to make a service call.

5.) No laundry shall be done in the apartment. Portable or fixed washing machines, dishwashers, and dryers shall not be permitted unless specifically approved by the Landlord. **(No plastic garbage bags shall be placed outside of the property which you rent.** If a container is not provided by the city then each tenant in an apartment or house is responsible for purchasing and maintaining a suitable garbage can).

6.) **PETS ARE NOT PERMITTED** in the leased premises or on the adjacent grounds or any part of the leased property.

7.) **SWIMMING POOLS or TRAMPOLINES of ANY KIND are NOT PERMITTED ON LEASED PROPERTY.**

8.) No appliance which contains a compressor or heating element may be used by any tenant who does not pay their own electric bill. **KEROSENE HEATERS AND ELECTRIC HEATERS ARE ABSOLUTELY NOT ALLOWED. ANY OF THESE APPLIANCES FOUND ON THE PROPERTY WILL BE REMOVED BY GNI PROPERTIES, INC., AND HELD AT THE OFFICE FOR YOU TO PICK UP.**

9.) Absolutely no alcoholic beverages will be allowed outside the properties (this includes porches, roofs, yards, lawns, etc.) by anyone, whether tenant or visitors. **ABSOLUTELY NO DISTRIBUTION, MANUFACTURE OR USAGE OF CONTROLLED DANGEROUS SUBSTANCES; GAMBLING OR PROSTITUTION ALLOWED! IN MULTI-FAMILY DWELLINGS, USE OF THE PORCHES OR GROUNDS FOR LOITERING OR GATHERINGS WILL NOT BE TOLERATED.**

10.) Loud music or any other noises (that which can be heard two feet away from a closed door or ten feet away for an open window) will not be tolerated at any time.

11.) In any single family dwelling, it will be the responsibility of the tenant to keep all lawns and shrubbery mowed and trimmed. No litter should be on the grounds. If litter has to be picked up by the Landlord, tenant shall be assessed a fee.

12.) In single family dwellings it is the responsibility of the tenant to keep their property free from rodent infestation and roaches. **If there is an existing infestation, we must be notified in the first thirty (30) days of occupancy.**

13.) **UNTAGGED OR INOPERABLE VEHICLES WILL NOT BE TOLERATED ON THE PROPERTY AND WILL BE TOWED AT THE TENANTS EXPENSE;** nor will we tolerate working on any vehicles on the property. This includes parking lots, lawns or vacant lots.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

The parties agree that this Lease shall automatically renew for additional terms of one (1) year unless either party gives written notice to the other party at least thirty (30) days prior to the expiration date of the then current term that the party desires that the Lease terminate at the expiration of the current term. If notice of termination is given, Tenant(s) agree(s) to allow Landlord to show the premises to prospective tenants during Landlord's regular business hours. By initialing below, Tenant(s) acknowledge(s) and agree(s) to the automatic renewal provision stated in this paragraph.

\_\_\_\_\_  
Tenant(s) Initials

**ADDENDUM TO LEASE**

Tenant(s): City of Salisbury

Property Address: 117 Princeton Avenue, Salisbury, MD 21804

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

LS (a) Presence of lead-based paint or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

LS (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) Lessee has received copies of all information listed above.  
 (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

LS (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

**G.N.I. Properties, Inc.**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

April 12th, 2010

Date

\_\_\_\_\_  
Lessee

**G.N.I. Properties, Inc.**  
312 W. Main Street  
Salisbury, MD 21801

ADDENDUM TO LEASE  
Receipt for Documents

I(We) City of Salisbury, tenant(s) at the leased premises known as 117 Princeton Avenue, Salisbury, MD 21804, hereby acknowledge receipt of the following two documents:

1. Lead Poisoning Prevention - Notice of Tenants' Rights; and
2. Protect Your Family From Lead In Your Home (published by the United States Environmental Protection Agency)

On the 12th day of April, 2010, we received both of these documents as part of our written lease for this premises, as well as a copy of this Addendum-Receipt.

Witness:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

GNI Properties is compliant with EPA Federal Regulations concerning renovations of lead affected housing. If any renovations are required GNI will provide you a copy of the booklet "Renovate Right". This booklet is available for you to read at the office at any time.

GNI Agent \_\_\_\_\_ Tenant

\_\_\_\_\_ Tenant

\_\_\_\_\_ Tenant

\_\_\_\_\_ Tenant

PHONE #: \_\_\_\_\_

PROPERTY 117 Princeton Avenue, Salisbury, MD 21804

**"CHECK LIST"**

Dear Tenant:

G.N.I. Properties has inspected this unit prior to your tenancy to insure that everything is in good repair, all appliances are working properly, all painted surfaces are intact with no peeling or chipping and the unit has been cleaned well. If you should find anything that we accidentally missed, please list it below.

Thank you!

**LIVING ROOM:**

Closet: \_\_\_\_\_  
Walls : \_\_\_\_\_  
Carpet/Floors: \_\_\_\_\_  
Windows: \_\_\_\_\_

**KITCHEN:**

Windows: \_\_\_\_\_  
Floors: \_\_\_\_\_  
Walls: \_\_\_\_\_

**BATHROOM:**

Floors: \_\_\_\_\_  
Walls: \_\_\_\_\_  
Windows: \_\_\_\_\_  
Toilet: \_\_\_\_\_  
Shower & Tub: \_\_\_\_\_  
Sink: \_\_\_\_\_

**BEDROOM #1:**

Walls: \_\_\_\_\_  
Carpet/Floors: \_\_\_\_\_  
Closet: \_\_\_\_\_  
Door: \_\_\_\_\_  
Windows: \_\_\_\_\_

**BEDROOM #2:**

Walls: \_\_\_\_\_  
Carpet/Floors: \_\_\_\_\_  
Closet: \_\_\_\_\_  
Door: \_\_\_\_\_  
Windows: \_\_\_\_\_

**BEDROOM #3:**

Walls: \_\_\_\_\_  
Carpet/Floors: \_\_\_\_\_  
Closet: \_\_\_\_\_  
Door: \_\_\_\_\_  
Windows: \_\_\_\_\_

**BEDROOM #4:**

Walls: \_\_\_\_\_  
Carpet/Floors: \_\_\_\_\_  
Closet: \_\_\_\_\_  
Door: \_\_\_\_\_  
Windows: \_\_\_\_\_

As of the 12th day of April, 2010, the smoke detector is in working order. Please check the smoke detector as you move in and continue to test it regularly. Contact the office immediately should you have any problems with it. Do NOT attempt to dismantle or disable the smoke detector on your own.



G.N.I. Properties, Inc.  
312 W. Main Street  
Salisbury, MD 21801

**IMPORTANT NOTICE**

Dear Tenant:

As you may be aware, the City of Salisbury has passed a new ordinance concerning the trash pickup.

There are new rules that are important to follow or you will be fined! Please read the following information and if you have any questions contact our office at (410) 546-4500:

- The trashcan must be placed on the curb **AFTER 6:00 PM** the day before pickup.
- The can must be brought in **NO LATER THAN 11:00 PM** on the day of pickup.
- The cans must be placed in the BACK of the house — they **CANNOT** be put on the **SIDE** or the **FRONT**.
- For the first violation, you will receive a notice attached to the trashcan. For the second violation, you will be notified in writing and the landlord will also be notified. If it happens a third time, you will be fined **\$25.00**. If it happens a fourth time, the City of Salisbury will **TAKE YOUR CAN** and you will have to pay fines and storage fees to get it back.

If you live in an apartment house and there are others that live in the building, it is the responsibility of the tenants to make sure that they work together to get the can out, and back in, according to the rules.

We expect and appreciate everyone's cooperation. This is important! I don't want anyone to have to pay expensive fines!

Sincerely,

G.N.I. Properties, Inc.  
Property Manager

**TRASH Pick-up - Thursday**