

The Shore House on Orr's Island
VACATION RENTAL AGREEMENT

Rental address/information
Melinda Richter
PO Box 214
Orr's island Maine
04066
207-833-6639/6330
islandpeople@verizon.net

Rental Agreement, made on _____, by the MAL Realty trust, and

Name: _____, ("Renter")

Address: _____

Home Phone: _____

Work Phone: _____

Email: _____.

1. **Premises.** Manager rents to the Renter, and the Renter rents from the Manager, for the rental period specified and upon the conditions set forth, the premises located at 11 Merrit House Rd., Orr's Island, Maine
2. **Rental Period.** From _____ at 3:00 p.m. ("check-in"), through _____ at 11:00 a.m. ("check-out").
3. **Rent.** Renter agrees to pay to the Manager, rent in a total sum of: _____ plus applicable taxes and deposits as follows:
 - (a) To hold this reservation, 50% of the rent is due within five (7) days of the date of this agreement, failure to timely deliver this amount will terminate this agreement.
 - (b) The remaining rent, 7% Maine State sales tax, and damage deposit are all due thirty (30) days before check-in, failure to timely deliver this amount will terminate this agreement.
 - (c) If this agreement is entered into within twenty-one (21) days of check-in, the full amount, rent plus tax and deposit, is due immediately, failure to deliver this amount immediately will terminate this agreement.
4. **Damage Deposit.** Renter shall deliver \$ 300.00 to Manager as a damage deposit. Upon arrival at the premises, Renter shall check the cottage for cleanliness or damage and will notify the Manager of any discovered problems. Manager shall return the damage deposit to the Renter

within two (2) weeks following check-out if there are no problems attributable to Renter's use of the premises in accordance with the conditions of this agreement in paragraph 6 (checking out late, failure to handle trash properly, the premises requiring more cleaning than normal, missing linens are examples of cause for withholding charges from damage deposits). If there are problems with the premises, Manager shall itemize the charges to be withheld from the damage deposit and deliver a copy of the itemization and the remaining balance of the deposit to Renter within thirty (30) days following check-out.

5. Long Distance. Our phone system allows no long distance calls. Be sure to bring with you necessary information regarding your calling card plan and pin #

6. Conditions. This agreement is made and accepted by Renter upon and subject to the following express conditions and provisions, which the Renter covenants to adhere to:

- (a) The Renter shall use the premises in a careful, lawful, and orderly manner and shall not allow more than (7) guests unit 1-downstairs, or (6) guests unit 2-upstairs and invitees upon the premises at any one time.
- (b) Renter shall, promptly upon check-out, vacate the premises and leave the same in a clean and orderly condition and will bring to the attention of the Manager any damage caused by Renter.
- (c) Renter shall be responsible and liable to the Owners for any loss or damage to the premises (including the furnishings, fixtures and personal property of the Owners) caused by the Renter or their guests and invitees. All damage to the premises, furnishings, fixtures and/or personal property of the Owners occurring during the rental period shall be presumed to have been caused by the Renter. Renter agrees to leave the premises in as good a condition as found upon arrival and specifically agrees to leave the premises clean and tidy, to wash and put away the dishes, and to handle trash according to instructions.
- (d) Renter is prohibited from assigning this agreement or subletting all or part of the premises.
- (e) Due to allergy issues, no pets, however temporarily, shall be permitted in the units. No exceptions.
- (f) No smoking will be permitted inside the units. Failure to comply will result in additional cleaning fees.

7. Indemnity. Renter shall indemnify the Manager and Owners and hold them harmless from and against the claims arising out of, or on account of, the use or occupancy of the premises by the Renter and the Renter's guests and invitees. The Manager and Owners shall not be liable to the Renter or any persons claiming by or through the Renter by right of subrogation or otherwise for any damage or injury either to the property or person of the Renter or others as a result of fire, casualty, or the existing state of things, occurring or existing in or about the premises, and whether or not caused by negligence, breach of contract or otherwise.

8. Waiver of Trial by Jury. The parties hereto, for themselves and their personal representatives, successors, heirs and assigns, as the case may be, expressly and voluntarily waive any and all rights, whether arising under the Constitution of the United States of America or any

state, rules of civil procedure, common law or otherwise, to demand a trial by jury in any legal action, law suit, proceeding, claim, counterclaim or any other litigation proceeding based upon, or arising out of, this agreement or an event of default hereof or otherwise between the parties hereto and their personal representatives, successors, heirs and assigns, as the case may be, as a consequence of this agreement. No party to this agreement or their personal representatives, successors, heirs and assigns, shall seek a jury trial in any such action or proceeding. No party to this agreement or their personal representatives, successors, heirs and assigns, shall consolidate any such action or proceeding with any other action or proceeding wherein the right to a jury trial has not been waived. The parties to this agreement have not, in any way, agreed with, or represented to, the other that the provisions of this **WAIVER OF TRIAL BY JURY** will not be fully enforced in all instances.

9. Renter is Not a Tenant. This agreement does not create a tenancy for the premises. If Renter violates any of the conditions or provisions in this agreement, this agreement shall terminate and Manager lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the premises and expel the Renter and remove his or her effects there from without being deemed guilty in any manner of trespass.

10. Cancellation/Refund Policies. If, before check-in, Renter cancels this agreement for any reason (30+ days prior to rental date) the MAL trust is entitled to keep 25% rent, plus tax, unless the premises is re-rented for the full original rental period. If renter cancels 14-29 days prior to rental date, the MAL trust is entitled to 50 % of the rental price, plus taxes, unless the premises is re-rented for the full original rental period. If MAL trust is able to re-rent the premises for the full original rental period, Renter agrees that the MAL trust is entitled to keep a service charge of 20% of the rent. If, after check-in, Renter violates any of the conditions or terms in this agreement there shall be no refund of any portion of the rent.

11. Manager's Covenants. Provided Renter is performing the conditions and terms of this agreement, Renter may use and enjoy the premises without hindrance.
General Provisions. If during the rental period a maintenance problem develops, Renter agrees to notify the rental manager (Melinda Richter- 207-833-6639/6330 or 207-504-1235) immediately. The Manager and the Owners shall have the right with reasonable notice, or without notice if Renter cannot be contacted, to enter and inspect the premises, and undertake any necessary repairs, which will not unreasonably interfere with the Renter's use of the premises

12. Wharf and Float. The wharf and float area are used as a commercial area; This is therefore, and inherently risky area. Rental of units 1 or 2 of the Shore House does not include rental of this area. A Renters choice to use the wharf and float, is **AT THEIR OWN RISK.** Renters assume all risk and liability for all usage of this area. Owners provide no flotation devices. All children under 12 must be supervised at all times _____(initial)

Manager and Renter have executed this Agreement as of the date first stated above.

Renter _____

MAL representative _____