

# *The Shore House on Orr's Island*

## VACATION RENTAL AGREEMENT

Rental address/information

Melinda Richter

PO Box 214

Orr's Island, Maine

04066

**207-833-6639/207-833-6330**

**islandpeople@myfairpoint.net**

This vacation rental agreement (the "Agreement") is hereby made on \_\_\_\_\_ by and between, the MAL Realty Trust, (the "Manager") and

Name: \_\_\_\_\_, ("Renter")

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_.

1. **Premises.** Manager hereby rents to the Renter, and the Renter hereby rents from the Manager, for the rental period specified and upon the conditions set forth herein, the premises located at 11 Merritt House Rd., Orr's Island, Maine ("the Premise")
2. **Rental Period: Commencing** \_\_\_\_\_ at 3:00 p.m. ("Check-in"), and **Terminating** \_\_\_\_\_ at 11:00 a.m. ("Check-out" - the rental period).
3. **Rent.** In consideration of the terms and conditions of this agreement renter agrees to pay to the Manager, rent in a total sum of: \_\_\_\_\_ plus applicable taxes and deposits as follows:
  - (a) Renter agrees that in order to hold this reservation, Renter shall pay the Manager fifty percent of the reservation amount, due within seven days of the date of this agreement. Failure to timely pay the reservation amount within the applicable time period will result in the termination of this agreement with no further obligations or responsibilities on the part of the Manager.
  - (b) The remaining Rent, plus 7% Maine State sales tax, \$50 per week cleaning fee, and damage deposit as ascribed herein, are all due thirty (30) days before Check-in. Failure to timely deliver this amount will terminate this agreement. (See language in B) Damage Deposit may be left in the form of a credit card on file.
  - (c) If this Agreement is entered into within twenty-one (21) days of Check-in, the full

amount of rent plus tax, deposit, and damage deposit is due immediately. Failure to deliver this amount immediately will terminate this agreement. (See language in B)

**4. Damage Deposit.** Renter shall deliver Three hundred dollars to Manager as a damage deposit, as described herein above. Upon arrival at the Premises, Renter shall check the Premises for cleanliness and/or damage and will notify the Manager of any issues immediately. 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 and including, but not limited to, issues such as checking out late, failure to handle trash properly, missing or broken items, additional cleaning of the Premises beyond reasonable standards of cleanliness. If there are problems with the premises following Renter's rental period, 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 damage deposit to Renter within thirty (30) days following Check-out.

**5. Long Distance.** The phone system @ the Premises allows no long distance calls. Be sure to bring with you necessary information regarding your calling card plan and pin #. The renter is responsible for bringing any necessary information regarding Renter's calling plan, and/or pin #s.

**6. Conditions.** This agreement is made and accepted by Renter upon and subject to the terms and conditions stated herein, including, but not limited to the following terms and conditions, 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 **seven** guests unit 1 (downstairs unit), or **six** guests' unit 2 (upstairs unit) and including any 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 immediately notify the Manager of any and all damage caused by Renter.
- (c) Renter shall be responsible and liable to the Manager for any and all loss or damage to the Premises (including the furnishings, fixtures and personal property of the Manager) caused by the Renter or their guests and invitees. All damage to the Premises, furnishings, fixtures and/or personal property of the Manager occurring during the Rental Period shall be presumed to have been caused by the Renter, including but not limited to, any loss or damage due to negligence or will full misconduct. 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) Pets are allowed by Renters only, on a CASE BY CASE basis for approval by Manager. This case by case basis is to be approved only by the Manager. Pets of visitors are not allowed. If manager agrees to permit your pet, there will be a one hundred dollar additional pet deposit, and \$25 additional cleaning fee.

- (f) No Smoking will be permitted inside the Premises. Failure to comply will result in loss of damage deposit (three hundred) by the Renter, as well as being solely responsible for additional cleaning costs incurred by the Managers as a result thereof. Manager shall provide the renter with the actual invoice for such additional cleaning services, and Renter shall remit said amount within ten days of receipt thereof.

**7. Indemnity.** Renter shall indemnify and hold harmless the Manager from and against any and all claims arising out of, or on account of, the use or occupancy of the Premises by the Renter and/or the Renter's guests and invitees. The Manager 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 the Premises, occurring or existing in on or about the Premises.

**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, as the sole discretion of the Manager, 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 from the Premises without being deemed guilty in any manner of trespass.

**10. Cancellation/Refund Policies.** If Renter cancels this agreement for any reason (30 or more days prior to the Rental period) the Manager will refund to Renter all monies received by the Manager pursuant to this Agreement. If Renter cancels 14-29 days prior to the Rental period, The Renter hereby agrees and accepts the forfeiture to manager any and all monies paid to Manager to such cancellation date; including, but not limited to rent, taxes, deposits, and damage deposits.

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 in this Agreement, rent shall not be entitled to any refund of monies paid, which renter may have otherwise been entitled to pursuant to the terms and

conditions of this Agreement.

**11. Manager's Covenants.** Provided Renter is abiding by 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 shall have the right, with reasonable notice, or without notice if Renter cannot be contacted, or in case of emergency, to enter and inspect the Premises, and undertake any necessary repairs or replacements.

**12. Wharf and Float.** The wharf and float area are used as a commercial area. This is, therefore, an inherently risky area. Rental of the Premises the Shore House **does not** include rental of this area, and further agree to indemnify and hold harmless the Manager, its representatives, Successors, heirs, and Assigns, in case of any issue arising out of renters use of the wharf and float area. The Manager. 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. In the event the renter chooses to use the wharf and float area, it shall do so AT ITS OWN RISK. The Manager provides no flotation devices. All children under 12 must be supervised AT ALL TIMES \_\_\_\_\_ (initial)

13. Manager hereby agrees to use reasonable efforts not to unreasonably interfere with the renter's use of Premises while undertaking any such necessary repairs or replacements. The renter shall not be entitled to any reduction or abatement in rent, taxes, deposits or damage deposits as a result of the necessitation of repairs or replacements to the Premises.

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

Renter \_\_\_\_\_  
\_\_\_\_\_

MAL representative \_\_\_\_\_