

2010 Short-Term Vacation Lease Agreement

This Lease Agreement is a legally binding Contract. Please review the following terms carefully before signing.

1. Parties: Acting as agent for the listed property owner, Newcastle Square Vacation Rentals contracts with you, the named Renter, for the specific property indicated, for the period of time indicated. By entering into this lease contract, you are binding yourself to this property for the time frame indicated, and are obligated to honor all terms of this lease as set forth.
2. Term: This lease agreement **begins at 3:00 pm** on the arrival date shown, and **ends at 10:00 am** on the departure date shown.
3. Reservation Deposit: Your Reservation Deposit (shown on the worksheet) equals fifty-percent (50%) of the total term rent, and is due within 14 days from the date we took your reservation. The Reservation Deposit must be submitted to us with this signed lease agreement. **Reservations made within 45 days of the rental period will be due in full at the time the lease is signed.**
4. Balance Due: The Balance Due (shown on the worksheet) equals the remaining term rent, plus current state lodging tax, security deposit, and any additional fees (if applicable). The Balance Due must be paid to us at least **45 days** prior to your arrival date. To help ensure prompt payment of the balance due we have indicated a due date on this agreement. Late payments will be subject to penalties; payments that are 20 days in arrears are subject to cancellation.
5. Payments: Payments to NSVR may be in the form of personal checks, money orders, or travelers checks payable in U.S. currency. Make all checks payable to Newcastle Square Vacation Rentals. There will be a \$35 penalty for returned checks. We do not accept credit cards. Your reservation will only be confirmed when all monies due us have been collected, and we have a signed Short Term Lease Agreement from you on file.
6. Arrival and Departure Information: After 12:00 noon on your arrival date you will come to the unlocked Rental Office lobby, located in the Day-Nash Building at 277 Main Street (Suite 3), Damariscotta (directions and map are on the website, or can be provided by request) A Welcome Packet , marked with your name and cottage number, will contain cottage keys, directions, and other information. Although Packets may be collected mid-afternoon, **properties are not to be occupied prior to 3pm.** On your departure morning **your lease ends at 10am** and you are expected to be off the rented property at that time. You must return the keys to the Key Drop Box in our lobby before 11:00 am. **Early arrival on site may trigger an additional night's rent; late departures or late key returns will be subject to a Late Check Out penalty of \$50.**
7. Security Deposit: Your security deposit may be used by the property owner, subject to the terms of this agreement, to repair any damage to the premises that occurs during your occupancy (excluding normal wear and tear), and to comply with any other provision of this lease agreement. This may include, but is not necessarily limited to, expenses or labor incurred to remove trash from the premises, additional cleaning costs beyond what is calculated as normal wear, costs associated with laundry , expenses incurred for storing and/or disposing of abandoned property; nonpayment of rent, late payment penalties, pet fees or pet damage, nonpayment of utility, telephone, internet or PPV TV charges, if applicable, or other expenses or labor incurred to return the premises to a rentable condition.
8. Care: You agree to use the rented property in a careful and proper manner, and to comply with any and all ordinances and regulations relating to your occupancy and/or use of the rented property. You agree to not use the rented property for large gatherings, reunions or special events such as weddings, receptions, etc. You agree to not exceed the maximum resident occupancy of the rented property. You agree to honor the NSVR guidelines for pets and to abide by prohibitions about pets. You agree to abide by restrictions about smoking in or on the property. You agree that fireworks will not be set off from this location, nor will there be any firearms discharged. You agree to limit any outdoor fires to designated, pre-established fire pits and to secure any required fire permits in advance. You also agree that the premises will be left in a neat, clean and orderly condition upon your departure, and that you will perform normal housekeeping on a day-to-day basis. We will provide cleaning guidelines at each rental unit. In the event that you violate these provisions, you agree to forfeit your security deposit and to pay all reasonable damages that may have resulted from the violation.
9. Utilities: The property owner agrees to pay reasonable expenses for electricity, telephone, and other utility service normal to this particular property. You may not run private generators or use the property's electric service to run generators on campers or RVs. If and when you, your family member, or guests use the telephone for any toll call you are required to use a credit calling card, phone card, or collect-calling services. You are not authorized to make toll calls from the rented property.
10. Alterations: You may not alter the rented property in any way without prior written permission from the property owner. Any furniture or equipment that is moved will be replaced to its original location.
11. Pets: If the property owner allows a specific number or type of pet to occupy the rented property, and you have a pet (or pets) with you during your occupancy, you agree to pay an additional (non-refundable) \$45 fee. You also agree to leave the inside of the premises clean of animal hair or pet stains, and the property free of all animal waste. You are also required to use preventative flea control, to comply with local "leash laws" for all pets, and to abide by our guidelines for pet-friendly properties. You agree that no pet will be allowed on the property without the prior permission of the owner or the rental office.
12. Assignment or Subletting: You may not assign, transfer, or pledge this agreement, nor may you sublet the rented property to anyone else without prior written permission from the property owner.
13. Security Deposit Release: The rented property will be inspected by the owner or owners' agent following your departure. If the premises has been left in a clean and acceptable condition (excluding reasonable wear and tear), we will return your security deposit to you within thirty (30) days following the departure date shown on this agreement. If the owner or the owners' agent determines that the premises was not left in a clean and acceptable condition, that damage has occurred, or if any provision of this

agreement has not been met, then the owner reserves the right to retain all or a portion of the security deposit. Penalties may be assessed for late check-out or late key return, smoking where not permitted; having a pet in residence without permission, inadequate departure cleaning, or damage. If this happens, we will notify you in writing, and will provide a detailed description of the penalty issue(s), and the associated costs.

14. **Abandoned Property:** Any personal property owned by you and left on the premises of the rented property for more than fourteen (14) days after the departure date will be considered abandoned and will be disposed of pursuant to 14 M.R.S.A. Section 6013. You may inquire at the NSVR Office about items turned in to our Lost & Found. If you wish for NSVR to return a found article, you will be responsible for the cost of postage and handling.

15. **Cancellation Policies and Refunds:** If you want us to cancel this agreement, you must notify us in writing. (a) If we receive your written request more than 120 days before the arrival date shown in this lease agreement, your term rent will be returned to you, plus any security deposit and unpaid sales tax, less a \$100 Service Fee. (b) If we receive your written request between 46 and 120 days prior to the arrival date, all monies collected will be retained until we are successful in securing a confirmed replacement rental. At that time we will refund seventy five percent (75%) of your term rent, less a \$100 Service Fee, plus any security deposit and unpaid sales tax. If we are unable to re-rent your leased property, we will retain all of the monies collected, but will return your security deposit. (c) If we receive your written request between 0 and 45 days prior to the arrival date, the entire term rent and sales tax will be forfeited, but we will refund any security deposit. (d) Neither the Owner nor the Agent shall be liable for any waiver of the cancellation policies for events beyond their control, which may interfere with your occupancy. This includes, but is not limited to acts of God, acts of governmental agencies, strikes, war, and inclement weather. In all situations involving the necessity for you to cancel an existing reservation, the above cancellation policies shall remain in effect.

16. **Other Compensation or Refund:** (a) In the event of a catastrophic systems failure that prevents your rented property from being occupied, neither the Owner nor the Agent shall be expected to provide compensation beyond providing an alternative property of equivalent value. If the catastrophic failure occurs during occupancy, and the Owner or the Agent is unable to supply an alternative rental, a refund amount will be calculated based on occupancy. (b) Neither the Owner nor the Agent will provide compensation or provide an alternative rental property because of dissatisfaction with the property, because some equipment in the property is not working to your satisfaction, because of construction noise on or near the property, or because of inclement weather. Your comfort and satisfaction is important and we will make every effort to address the situation, however no refunds, rebate, or re-assignments will be made.

17. **Warranties and Representations:** By signing this agreement, you understand and agree that no one (including us or the property owner) has made or will make any implied or express warranties, guarantees, or representations regarding the nature, condition, safety, or security of the rented property. While the staff at NSVR will work with you to help identify properties that meet your criteria, we can offer no guarantee of your satisfaction. If there is a maintenance problem with the property, NSVR will use best efforts to remediate the issue, but we cannot be held responsible for changes in furnishings or amenities that are beyond our control.

18. **Indemnity:** By signing this agreement, you understand and agree that we and the property owner are to be held free and harmless from all liability and claims for injury of any kind to any person (including you, your family and/or guests), or for property damage of any kind whatsoever (regardless of who may own the property), from any causes whatsoever while in, upon, or connected with the premises in any way during the term of this agreement, or during any extension of this agreement.

19. **Miscellaneous:** (a) This lease agreement represents the entire and singular agreement between you and the property owner, and no modification, change, or amendments will be binding unless in writing and signed by both you and the property owner. (b) All provisions of this lease agreement shall apply to the heirs, executors, representatives, and successors of both you and the property owner. As the property owners' agent, we will have all rights, benefits and protections of the property owner in the administration and enforcement of this lease agreement. (c) In the event any legal action or other proceedings are instituted to enforce any part of this agreement to recover any rent due or to recover possession of the premises for any default or breach of this agreement by you, and the property owner is the prevailing party, you agree to pay the property owners' and/or our reasonable attorney's fees, costs, and expenses. (d) We reserve the right to place monies held on deposit into an interest bearing account, and any income derived from such activities shall become the property of the company in return for administrative functions performed. (e) You agree to vacate and deliver the premises to the property owner peaceably and quietly at the end of the rental term. (f) In the event that any provision of this lease, or a portion thereof, is held to be unenforceable, invalid, void, or illegal by any court or jurisdiction, then the validity, legality, and enforceability of the remaining provisions or portions hereof shall not be affected or otherwise impaired. (g) You and the property owner both agree that the laws of the State of Maine shall apply to the interpretation and enforcement of this agreement, and that the courts of the State of Maine shall have jurisdiction in any proceeding to enforce the terms of this agreement. (h) The mailing address you have provided as part of this agreement will remain your address for the mailing of all notices unless you notify us in writing of any change. The first class mailing of any notice by us or the property owner to you will be considered as fulfilling any obligation to notify or communicate with you.

20. Our mailing address is Newcastle Square Vacation Rentals, 277 Main Street, Suite 3, -Damariscotta-, ME 04543. Our office is located in the Day-Nash building at 277 Main Street. You may call us at (207) 563-6500, fax us at (207) 563-6503, or e-mail us at : nsvr@mainecoastcottages.com. Our website is located at www.mainecoastcottages.com.

Renter Signature

Printed Name

Date

Renter Signature

Printed Name

Date

Owner or NSVR employee acting as Agent for the Property Owner

Date