

## RENTAL AGREEMENT

This agreement is entered into by and between Michael Hicks and Carole Hicks (hereinafter "Lessee") and \_\_\_\_\_ (collectively hereinafter "Lessor").

**I. Premises:** Lessee agrees to rent to Lessor a certain property with buildings thereon located at 224 East Road, Fayette, Maine. Lessor may also use items of personal property located upon the premises, including, but not limited to those items listed on Website and on premise.

**II. Term:** The term of this rental shall commence on Sunday, \_\_\_\_\_ at 12:00 pm and shall terminate on Saturday, \_\_\_\_\_ at 12:00 pm. Lessor shall vacate the premises at such time and remove all items of personal property belonging to Lessor.

**III. Occupancy:** There shall be no more than five (5) occupants at the premises without written consent from the Lessee. Additional occupants with Lessee's approval may be subject to an additional fee and security deposit. An occupant shall be any person who spends a night at the premises. All adults occupying the premises shall do so subject to being responsible for the terms and conditions of this lease agreement and liability for rent and damages shall be joint and several. Each Lessor is responsible for the conduct of their minor children or others staying with them and for the conduct of their invitees, guests and any permitted pets. Any default or breach by one Lessor is a default or breach by all Lessors.

**IV. Security deposit:** Upon execution of this rental agreement, Lessor shall remit to Lessee the sum of **\$300.00** as a security deposit to be held by Lessee to apply to any damages in excess of normal wear and tear and to hold the premises for Lessor for the term herein designated. Lessee shall return to the Lessor the security deposit within 30 days from the termination of the rental term deducting any sums due for damage in excess of normal wear and tear and shall provide an itemized accounting of those sums withheld. Any labor performed by Lessee for repairs shall be billed at an hourly rate of **\$25.00**. If there is more than one Lessor, the Lessee may return the security deposit or any remaining portion to any one of the adult Lessors that signed this lease agreement, and they will work out any division of the returned sum among themselves.

**V. Rental payments:** Lessor shall pay to Lessee the sum of **\$1,284.00 (in season) or \$963.00 (off season)** weekly for rental of the above described premises for the said term. Pursuant to Maine law these amounts includes 7% sales tax.

Lessor shall remit to Lessee one half of the required rental payment not less than one (1) month prior to the commencement of the rental term. Lessee shall remit the remaining balance due not less than one (1) week prior to the commencement of the rental term. In the event that the rental payments are not made pursuant hereto, this rental agreement shall become void and Lessee shall be under no obligation to allow occupancy of the premises.

In the event that Lessor cancels or terminates this agreement less than 6 months but more than one month from the commencement of the rental term, then Lessor shall forfeit the security deposit made pursuant hereto as liquidated damages. In the event that Lessor cancels or terminates this contract less than one month prior to commencement of the rental term Lessor shall forfeit the security deposit and any rental payment made to the date of termination or cancellation.

### **VI. Use of premises:**

A. Upon arrival at the premises, Lessor shall participate with Lessee or Lessee's agent, in an orientation secession regarding use and occupancy of the premises. The parties acknowledge that the premises are unique and special care and attention is required regarding use of the amenities and general functioning of the premises.

B. Lessor agrees to abide by the rules and conditions regarding use of the premises as discussed in the orientation and as are provided in written form by the Lessee. Noncompliance with rules and conditions provided by Lessee shall be a breach of this rental agreement. Lessor shall be responsible for any damage that results from Lessor's failure to observe operating guidelines as provided by the Lessee.

C. Lessor shall not use any electronic equipment belonging to Lessor that operates from the electric supply of the premises unless approved in writing by the Lessee. The parties acknowledge that the premises are powered by solar power and conventional electronic equipment may not be compatible with the solar electric supply system. Prohibited items include, but are not limited to, blow dryers, electric heaters, toasters, etc.

Lessor agrees to monitor the status and operation of the solar power equipment as instructed by Lessee and as detailed in the written material provided to Lessor at orientation. Lessor shall conserve electricity turning off any appliances or electrical devise not being used. Lessor shall use electricity in such a manner so as to prevent the battery system from falling below 80% capacity based upon instruction from the Lessee and as provided by written instructions.

D. Lessor shall not use or trespass upon property adjacent to the Premises. Lessor shall be provided with a description of the property boundary at the orientation. Lessor shall only use the graveled portion of the road providing access to the premises and shall not use or trespass upon any property adjacent to the road. The road shall be used in a responsible manner observing appropriate speeds, hours of use and with due consideration for surrounding property owners.

E. Trash and debris: Lessor shall place all trash and debris in appropriate containers provided by Lessee at a location on the property as instructed by Lessee. Lessee shall be responsible for removal of such containers from the premises.

F. Smoking: Lessor may not smoke inside this residence. While smoking is not permitted inside the residence, it is allowed outdoors. The Lessor is responsible to remove all butts and debris from the grounds on a regular basis.

G. Pets: The Lessor may not maintain pets in the residence without prior written consent from Lessee. If the permitted, only the following pets may live in the residence: (description and name):

Other pets are not permitted without first obtaining Lessee's written consent. Permitted pets must be maintained and controlled to avoid damage, odors, noise, and conduct objectionable to abutting landowners. The Lessor must promptly remove their pets' waste from the grounds. The Lessor is strictly responsible for any damage, loss or injury to persons or property caused by their pets and agrees to indemnify and hold the Lessee harmless therefrom.

H. Subleasing: The Lessor may not assign this lease nor sublease any portion of the residence without prior written consent of the Lessee.

I. Locks and keys: The Lessor may not change or add locks. The Lessor must return all keys upon vacating the premises or the Lessor will be responsible for the cost of replacing the locks.

J. Lessee entry: The Lessee may enter upon the property at any time during the occupancy of the Lessor for the purposes of repair, maintenance or removal of trash. The Lessor shall be entitled to enter the residence for the purpose of inspecting the solar power system upon 24 hours notice posted in a conspicuous place on the property.

**VII. Indemnification/attorney's fees and costs:** The Lessor agrees to defend, indemnify and hold the Lessee harmless from any loss, damage, claim, demand, suit, judgment or other liability, along with any related expenses or costs, arising from any injury or damage to persons or property resulting from use of the leased premises or grounds, including parking areas, by the Lessor, their guests or invitees, unless occasioned by the negligence of the Lessee, its agents or employees.

**VIII. Effective date.** This agreement shall be effective on the date accepted by the Lessee as demonstrated by Lessee's signature hereon. Until such time as this agreement is accepted by the Lessee, Lessor shall acquire no right or interest in the subject matter herein. Lessee reserves the right to reject this agreement any time prior to acceptance by notifying the Lessor in writing at the last known address of Lessor and returning therewith any security deposit.

**IX. Notice.** Any notice or payment required by the terms of this rental agreement to be delivered to the Lessee shall be directed to Lessee at the following address:

Michael and Carole Hicks  
64 Howard Hill Road  
Wayne, Maine 04284

**X. Choice of Law, modification and severability.** This agreement shall be construed and enforced under the laws of the State of Maine. Each party submits hereto to the jurisdiction of the State of Maine for any action arising out of this rental agreement. This agreement may not be modified except in writing signed by each of the parties. If any provision of this lease, or a portion thereof, conflicts with State Law, then State Law will take precedence, but the remainder of such provision and this lease will remain in effect.

(signature) (date)

(signature) (date)

(signature) (date)

(signature) (date)

By signing hereunder the Lessee further acknowledges receipt from the Lessor of a security deposit in the amount of \$\_\_\_\_\_.

Michael Hicks (date)

Carole Hicks (date)