



65 Shore Acres Road, Bar Harbor, ME 04609; 207-479-7210

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RENTAL AGREEMENT

Using the VRBO (Vacation Rental By Owner) online reservation and payment system, Queen Anne's Cottages at Rosecliff LLC, of 65 Shore Acres Road, Bar Harbor, ME 04609 (hereinafter called the Lessors) will agree to lease to a specified Lessee one of three cottages (Sea Heather, Waterlily, or Rugosa,) located at 65 Shore Acres Road, Bar Harbor, ME 04609. The parties agree that rental payments shall be made to Queen Anne's Cottages at Rosecliff, LLC as the Lessor for a lease period of one week (Saturday to Saturday). Dates, payments, and details of the leased week will be specified and recorded by the VRBO (Vacation Rental By Owner) online reservation system.

The parties further covenant and agree that:

1. The Lessees will not re-let nor sublet the whole or any part of said premises nor assign this lease, nor use nor permit any part of the premises to be used for any other purpose than a residential property without the written consent of the Lessors under penalty of forfeiture of this lease.
2. The Lessors or Agent may enter into and upon the premises at reasonable hours of the daytime to examine the same or to make such repairs or alterations therein as necessary for the preservation thereof, after proper notification of this intent to Lessees.
3. The Lessees will keep the said premises in as good repair as the same are at the beginning of this Lease (wear and tear arising from a reasonable use of the same, and damage by the elements occurring without any fault or neglect of the Lessees excepted) and at the expiration of said term to yield up the peaceable possession thereof to the Lessors, or their Agent. The Lessees specifically agree to assume financial responsibility for any damages or loss to the structure and/or furnishings, property amenities (e.g, pool area, fire pit), and landscaping, as applicable when caused by Lessee negligence. Costs or repair or replacement will be billed as an extra, if necessary.
4. The Lessees agree that during the term of this Lease they will observe and conform to all Town Ordinances and Regulations regarding fire hazards and outdoor fires and specifically that they will not kindle nor permit any outdoor rubbish fires on the premises. **FIREWORKS ARE NOT ALLOWED ON THE PROPERTY, AND ARE ILLEGAL ON MOUNT DESERT ISLAND.**

5. The Lessors warrant that the plumbing, heating, lighting systems, screens, and all appliances are in good working condition, and cost of repairs to any of these items will be borne by the Lessors, providing that such necessary repairs are not the fault of nor caused by negligence of the Lessees, in which event such costs or repairs will be borne by the Lessees.

6. If premises should be destroyed or become uninhabitable prior to lessees taking possession any and all funds already received by Lessors or Agency are to be returned to Lessees.

7. The Lessors agree to pay the cost of utilities such as water, electricity, propane gas, kerosene, fuel oil, and rubbish collection, where these are involved, during the Lease period. The Lessors agree to provide linens and towels.

8. Lessees are responsible for cleaning and laundry during period of lease. Lessors will lease premises in neat and orderly condition. Lessees are responsible for cleaning and/or replacement or repair of household effects and premises that are unusually soiled or damaged at termination of Lease period, to satisfaction of Lessors or Agent.

9. Outside ground maintenance such as lawn cutting, raking, pruning, etc will be the responsibility of Lessors.

10. Payment is made using the online VRBO reservation and payment system, except in special cases as agreed to by the Lessors. A Property Damage Protection (PDP) fee will be assessed at the time of payment, and serves as security for the Lessors. Alternatively, a refundable \$1500 security deposit will be collected.

- 50% of the total lease/rental amount, plus PDP fee (\$59) or \$1500 refundable security deposit is due as deposit with signing of lease
- Balance of rent, including lodging tax, is due two (2) weeks prior to arrival.

11. The Lessees hereby agree that, after making the initial payment upon the signing of this Lease contract, should it become impossible for Lessees to occupy the premises, due to unforeseen circumstances, and no fault of the Lessors, the amount paid shall be retained by the Lessors as Liquidated damages. The Lessees shall be responsible to pay for the balance due for the entire lease period. Upon notification of default to this lease, the premises and any monies received through re-leasing or subleasing will be returned to the initial Lessees, by subject to, and no more than the original Lease amounts paid under the payment schedule.

12. Check in time is after 3pm on the first day of the reservation; check out time is before 10am on the last day of the reservation. No early check in times and no late check out times are permitted.

13. All the covenants and agreements herein contained shall be for the benefit of and shall apply to and bind the said parties hereto, their respective heirs, executors, administrators, successors and assigns.