

RENTAL AGREEMENT
49 Pier Road
Kennebunkport, ME

Chuck and Susan McLaughlin
70 Center Street
Suite 401 B
Portland, ME 04101

Please read the agreement carefully, fill out and sign the last page and return *the last page only* to Susan McLaughlin by mail (70 Center Street, Suite 401B, Portland ME 04101), email (susan7mclaughlin@gmail.com) or fax (207-874-0505). Your booking is not complete until I have this in my file.

The undersigned parties hereby agree to the following, in regards to the weekly or seasonal rental of any unit at 49 Pier Road Rentals, Kennebunkport, Maine. Many of these guidelines spring from the fact that there are several rental units on the property and common areas for all to enjoy. Failure to adhere to these guidelines will result in the early termination of your rental agreement and forfeiture of your rental fee:

1. **LIABILITY:** The owners (Charles H. McLaughlin IV and Susan E. McLaughlin) assume no responsibility whatsoever for the personal safety of the renter (as listed in "Rental Party," below) or invited or uninvited guests of the renter who are unknown to the owner. Caution is to be used at all times at the waterfront and in the yard. Failure on the part of the renter to use caution or to supervise children anywhere on the property at any time is not in any way the responsibility of the owner.
2. **CARS:** Each unit has one dedicated parking space. There is no parking permitted on Pier Road. This is actively enforced by the Kennebunkport PD. No rental party shall have more than one vehicle on the property at any given time. If you know the make, model and color of the vehicle you plan to use while on vacation, please list it on the last page. If you are planning to rent a car, we will need identifying information as soon as possible.

Please understand that we impose this limitation only because it is necessary for everyone's full use and enjoyment. We very much appreciate your understanding and cooperation!

Absolutely no loud motorcycles are permitted on the property at any time. Loud in this case will be defined as any motorcycle that has been purposely altered to make noise in gear or at the idle. Normal motorcycles are fine.

3. **DOGS:** If dogs have been permitted to stay in the unit, they are subject to the following restrictions and a \$25 per dog weekly fee. Complaints from other renters will require us to ask that you kennel your pet for the remainder of your stay.
 - a) There will be no excessive barking. Excessive in this case will be defined as barking by one or more dogs for longer than 5 minutes, twice a day. If you aren't sure if your dog barks when you are not home then you might consider taking him or her with you - remembering that area beaches have strict rules about when dogs can and cannot be there. For instance, summer hours at Goose Rocks for LEASHED dogs are before 8:30 a.m. and after 6 p.m.
 - b) Results of any "outside time" will be picked up immediately in a proper "doggie bag" and will be disposed of in a way that will not offend any other tenants. Under no circumstances should it be thrown in the harbor or under shrubs, etc.
 - c) No dog shall be permitted to jump on or lie on any piece of furniture provided by the owner. Additionally, dedicated bowls must be provided by renter for food and water.
 - d) Excess dog hair on floors will be swept prior to cleaning. Any excessive mess in any unit,

whether caused by a dog or not, will result in the forfeiture of the damage deposit.

- e) All dogs **must** be kept on a leash at all times when outdoors on the property. We will not be responsible for loose dogs encountering trouble on Pier Road.
- f) **Human renters, especially children, have absolute right-of-way on the dock and waterfront.**
- g) Dogs may swim but please let them dry off well before bringing them back inside. Wet dog smell will result in loss of damage deposit.

4. **KIDS:** We especially want your children to have a safe, memorable and, most of all, fun vacation! To that end, we ask that:

- a) Parents be extra-vigilant around the waterfront. **Children 8 and under will be required to wear a life jacket when on the pier or the float** or any time they leave our property in any sort of flotation device such as a kayak, sailboat, motorboat etc.
- b) Children respect others' use of the yard and dock when at play.
- c) Inside voices be used indoors, especially for the Villager and Chickadee units.
- d) Swimming is fine but **MUST** be supervised and is undertaken **at your own risk!** No diving off the float or any part of the dock.

5. **VISITORS:** We understand that occasionally, local friends and family will want to visit. There is no extra parking, so please plan accordingly.

- a) Usage of the dock is limited to renters only.
- b) Overnight visitors are prohibited. Visitors in this case are defined as anyone not on the list of persons in the rental party (below.)
- c) Renters are asked to keep evenings quiet and to not have visitors on the premises after 10:30 p.m. Also see CARS, above.

7. **USAGE:** The yard and dock are considered common areas. Please respect other renters and do not appropriate any spot as if it is for your exclusive use.

- a) Absolutely **no** lit candles or fires on the premises at any time! Smoking is prohibited on the property. This is very important.
- b) Music should be played only at low volume and only indoors. Please turn off all music by 10 p.m.
- c) Please keep it down for the other guests. If we have complaints, we will first warn the offending renter, but strike two will activate the "failure to adhere to the guidelines" early departure.
- d) Please keep household items, including towels, inside. Please bring your own towels for use at the beach or on the dock, and use paper plates and disposable cutlery when eating outdoors.
- e) The dock and float are intended to be used by renters for lounging, fishing, swimming, kayaks and canoes **ONLY**. Any motorboat or sailboat must be docked or moored off premises. This is for insurance reasons.

8. **CONDITION and CLEANING:** It is expected the units will be left in an acceptable condition. Our cleaner is very experienced with weekly rentals and we will use her judgment as to whether the units need additional cleaning over and above the reasonable amount allowed for and included in the rental fee. In cases where the cleaner must spend additional time readying a unit for the next renter, the damage deposit will be retained.

In cases where a discounted term of two weeks or more has been contracted, mid-stay cleaning is

optional. It is the responsibility of the renter to request a mid-stay cleaning and to pay the cleaner with cash in advance.

9. TERM OF USE: It is understood that, unless specifically arranged beforehand, the units are rented by the week, Saturday - Saturday. Check-in will be at 3 p.m. on the first Saturday of the rental period, and check-out will be no later than 11 a.m. on the final Saturday of the rental period. We would appreciate advance notice if you plan to leave earlier than 11 a.m. since it gives our cleaner a little more time. If the premises are found to be occupied at 11 a.m. on the day of check-out, the damage deposit will be forfeited. For shorter term rentals in the Chickadee, check-in/out is 3 p.m. on the day of arrival and 11 a.m. on the day of departure.

10. FEES and CANCELLATION: Each unit has its own weekly rental fee. This rental fee is not intended to be a multiple of a nightly rate. The State of Maine collects an 8% lodging tax which we calculate based on our weekly rate. The \$50 standard damage deposit must be in the form of a check or money order which can be easily destroyed once the unit has been checked for damages. It will not be collected in a manner that requires us to refund money online (thereby costing a %age) or that will require us to mail back a payment. This is simply because we have as many as 40 separate renters in a summer season.

A 50% deposit of the rental fee (NOT including the separate damage deposit) and receipt of this agreement is required to book a unit. (If pets have been specifically permitted, there is an additional weekly fee of \$25 per pet. Please consider this when making your deposit.) The balance of the rental fee is due 30 days prior to the scheduled arrival date. At that time, cancellation of the booking will result in a 25% refund of your deposit. Failure to submit the balance of the fee by 30 days prior to arrival will result in loss of the deposit and of the booking.

I agree to comply with the above guidelines. Failure to do so will result in forfeiture of my rental fee.

Unit name: _____ Dates _____

SIGNED this _____ day of _____, 2014.

Renter _____ Print name _____

Renter _____ Print name _____

RENTAL PARTY On the lines below, please write the names and approx. ages of the people who will be staying in the unit. We reserve the right to limit the number of occupants.

PETS Please list below the pets which have been expressly permitted to stay in the unit. Please include breed. For mixed breeds, please briefly describe (size, color.)

VEHICLE Make: _____ Model: _____ Color: _____