

PLAIN LANGUAGE RENTAL AGREEMENT - 45 CROMWELL HARBOR ROAD, BAR HARBOR MAINE

THIS IS A PLAIN LANGUAGE RENTAL AGREEMENT BETWEEN JAMES N. RILEY JR. ("JAY", "OWNER") AND _____ ("RENTER") TO ALLOW THE RENTER USE OF THE HOUSE AT 45 CROMWELL HARBOR RD. ("COTTAGE", "PLACE", "BUNGALOW"), WHICH IS A PART OF JAY'S HOME AT 134 LEDGELAWN AVENUE ("HOMESTEAD", "PROPERTY"). TERM OF RENTAL COMMENCES ON ___/___/_____. RENTER MAY NOT SUBLET OR TRANSFER THIS AGREEMENT TO ANOTHER PARTY WITHOUT JAY'S CONSENT, AND ANY ADDITIONAL PEOPLE WHO STAY AT THE PLACE ARE EXPECTED TO HONOR THIS AGREEMENT. IF AGREED TO BY THE OWNER, THIS AGREEMENT MAY BE MODIFIED TO INCLUDE ADDITIONAL PEOPLE WHO WOULD THEN BE INCLUDED UNDER "RENTER". NOT VALID UNTIL SIGNED BY RENTER AND OWNER AND NON-REFUNDABLE OPTION FEE OF \$ _____ IS PAID IN FULL. (SUBJECT TO CHANGE WITHOUT NOTICE PRIOR TO SIGNING) THIS AGREEMENT INCLUDES GUIDELINES WHICH THE RENTER IS EXPECTED TO FOLLOW DURING THEIR STAY ("RULES"):

1. NO ILLEGAL ACTIVITIES, INCLUDING EXCEEDING OCCUPANCY, OR UNDERAGE DRINKING.
2. NO GUNS OR WEAPONS (CONCEALED WEAPONS PERMIT HOLDERS EXCEPTED).
3. NO HATE SPEECH (RACE, RELIGION, GENDER, SEXUAL ORIENTATION, ANCESTRY, ETC.)
4. NO EXCESSIVE NOISE AFTER 9 PM, AND NO EMANATIONS OVER 55 DECIBELS.
5. TRASH TO BE BAGGED & PLACED IN DUMPSTER, RENTER RESPONSIBLE FOR SNOW REMOVAL
6. PARKING FOR UP TO _____ VEHICLES IN LOCATION DESIGNATED BY OWNER, ALL VEHICLES MUST BE REGISTERED, INSPECTED, INSURED, AND ABLE TO BE DRIVEN.
7. NO MINOR CHILDREN EXCEPT DEPENDENTS OF THE RENTER, UNDER ADULT SUPERVISION.
8. NO ACTIVITIES WHICH THE BAR HARBOR POLICE DEPARTMENT CONSIDERS DISRUPTIVE OR "DISTURBING THE PEACE" (RENTER IS EXPECTED TO TREAT BHPD WITH DUE RESPECT).
9. RENTER IS RENTING THE COTTAGE INTERIOR, AND SHALL MAKE NO ALTERATIONS OR IMPROVEMENTS WITHOUT PRIOR WRITTEN CONSENT BY THE OWNER. ANY IMPROVEMENTS OR ALTERATIONS MUST HAVE ALL REQUIRED PERMITS, AND BECOME PROPERTY OF OWNER AND SHALL NOT BE REMOVED FROM THE PLACE (IF YOU PUT IN A HOT TUB JAY KEEPS IT).
10. THESE RULES MAY BE AMENDED FROM TIME TO TIME BY THE OWNER.

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THE COTTAGE IS PROVIDED AS-IS, IN HUMBLE BUT LIVABLE CONDITION, WITH REASONABLE USE OF UTILITIES INCLUDED, ONLY TO BE USED FOR LAWFUL PURPOSES, AND IN SUCH AS WAY AS TO NOT DISTURB THE NEIGHBORS. REASONABLE USE OF UTILITIES LISTED BELOW MEANS \$_____/MONTH OR LESS, NO TOLL LONG DISTANCE PHONE CALLS (WHEN INCLUDED), ILLEGAL USE OF INTERNET CONNECTION, OR CABLE PAY-PER-VIEW WITHOUT PERMISSION (WHEN INCLUDED). RENTER AGREES TO REIMBURSE OWNER FOR UTILITY USE EXCEEDING THESE AMOUNTS ALTHOUGH JAY MAY WAIVE ADDITIONAL CHARGES ON A CASE BY CASE BASIS IF ON AVERAGE RENTER DOES NOT ABUSE SERVICES INCLUDED. RENTER UNDERSTANDS THAT INTERRUPTIONS OF SERVICES AND UTILITIES BY THEIR RESPECTIVE PROVIDERS MAY BE BEYOND JAY'S CONTROL AND THAT SUCH SERVICES ARE PROVIDED AS-IS WITH NO GUARANTEE OF FUNCTIONALITY. IT SHOULD BE NOTED THAT JAY SHARES SOME OF THESE SAME SERVICES AND HAS EVERY INCENTIVE TO SEE THEM FUNCTIONING FULLY, AND AS LONG AS UTILITY USE IS REASONABLE OR OVERAGES REIMBURSED JAY WILL TRY TO MAINTAIN HIGH SPEED INTERNET ON PAR WITH AN INTERNET CAFE AND A GOOD SELECTION OF TELEVISION ENTERTAINMENT PACKAGES (WHEN INCLUDED). RENTER UNDERSTANDS THAT IF USE OF UTILITIES WERE TO EXCEED \$_____ PER MONTH OR GO UNPAID FOR EXTENDED PERIODS OF TIME, QUALITY AND AVAILABILITY OF INTERNET, ENTERTAINMENT PACKAGES, ETC MAY SUFFER. [ELECTRIC] [PROPANE] [TRASH] [INTERNET] [CABLE/SAT] [PHONE]

IN EXCHANGE FOR THE RENTER'S TIMELY PAYMENT OF ALL RENTS AND FEES, AND THE RENTER'S ADHERENCE TO THE RULES, THE OWNER AGREES TO MAKE THE COTTAGE AVAILABLE TO THE RENTER FOR USE AS LODGING. RATHER THAN TRY TO PENALIZE THE RENTER FOR SLIP-UPS, JAY WOULD RATHER REWARD THE RENTER FOR PROMPT PAYMENT, PLAYING BY THE RULES, AND RESPECTING JAY'S RIGHT TO QUIET ENJOYMENT OF HIS HOMESTEAD. THE OPTION FEE IS NON-REFUNDABLE BUT IS HOPED TO BE CREDITED TOWARDS RENT.

WITH THIS GOAL IN MIND, THE RENTAL RATE - ABSENT MEETING ALL CONDITIONS FOR DISCOUNT - IS \$_____ PER WEEK (OR \$_____ PER WEEK IF THE PLACE IS

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UNINHABITABLE). WHILE IT WOULD MAKE LITTLE SENSE FOR SOMEONE TO STAY IN THE COTTAGE IF IT WERE UNINHABITABLE, THE OWNER IS TRYING TO AVOID A SITUATION WHERE SOMEONE INSISTS ON STAYING OR LEAVES THEIR POSSESSIONS ON THE PREMISES EVEN AFTER THE OWNER DETERMINES REPAIRS CANNOT BE PERFORMED IN A TIMELY FASHION OR FOR A REASONABLE COST. THIS BEING SAID, IT IS JAY'S HOPE THAT HIS BUNGALOW WILL REMAIN A HUMBLE YET LIVABLE DWELLING THAT HE HIMSELF CAN USE AS A RESIDENCE OR GUEST HOUSE WHEN NOT BEING RENTED.

DAILY RATE IS ONE THIRD OF WEEKLY AND APPLIES IF RULES ARE NOT FOLLOWED, OR PAYMENT IS NOT RECEIVED IN FULL IN ADVANCE OF THE WEEK TO WHICH IT APPLIES. IF PAID IN A SINGLE LUMP IN ADVANCE OF THE RENTAL PERIOD TO WHICH IT APPLIES, AND ALL RULES ARE OBSERVED THE EQUIVALENT OF THREE (3) WEEKS RENT WILL BE TREATED AS A "MONTHLY" RATE. ALTHOUGH RENTED ON A WEEKLY BASIS, IN THIS INSTANCE JAY WILL CREDIT AS 4 WEEKS, ROUNDING UP BY ENOUGH DAYS TO BRING TO A FULL CALENDAR MONTH (BUT NOT PAST THE END OF FOLLOWING MONTH). AFTER _____ MONTHS OF CONTINUOUS STAY, WHEN TIMELY PAYMENT WHILE OBSERVING THE RULES, THE WEEKLY RATE WILL BE REDUCED TO \$_____ PER WEEK (OR \$_____ PER WEEK IF THE PLACE IS UNINHABITABLE), WITH "MONTHLY" RATE EQUIVALENT TO THREE (3) WEEKS AT THAT RATE.

IN CONSIDERATION FOR GOOD TENANCY AND TIMELY PAYMENT, OWNER SHALL REBATE PORTIONS OF THE OPTION FEE OVER TIME AS A CREDIT FOR THE FIRST _____ WEEK(S) (OR _____ MONTH(S)) AND LAST _____ WEEK(S) (OR _____ MONTH(S)) OF RENT, WITH THE UNDERSTANDING THAT THERE SHOULD ALWAYS BE AN UN-REBATED CREDIT OF AT LEAST _____ WEEK(S) (OR _____ MONTH(S)) REMAINING UNTIL THE END OF STAY. SHOULD RENTER WISH TO CONTINUE THEIR STAY DURING THE FINAL _____ WEEK(S) (OR _____ MONTH(S)) AND OWNER AGREES TO CONTINUATION, RENTER SHALL PAY AN OPTION FEE EQUIVALENT TO _____ WEEK(S) (OR _____ MONTH(S)) AT THE CURRENT RATE. NO REFUND OR CREDIT OF ANY UN-REBATED PORTION OF OPTION FEE AFTER RENTER LEAVES.

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EITHER PARTY MAY CHOOSE TO END THE ARRANGEMENT AT ANY TIME BY GIVING NOTICE AT LEAST ONE WEEKS NOTICE IN ADVANCE. IF THERE IS NOT A CREDIT OF AT LEAST THREE WEEKS RENT (DEPOSIT OR REBATE FROM FEE), THE OWNER MAY REASONABLY TREAT THIS AS NOTICE THAT THE RENTER INTENDS TO MOVE AT THE END OF THE PAID PERIOD, AND THE OWNER WILL BEGIN SHOWING THE PLACE TO PROSPECTIVE NEW RENTERS. NO ADDITIONAL NOTICE OF TERMINATION WILL BE REQUIRED. ADDITIONALLY THE OWNER MAY NEED TO ENTER THE COTTAGE FROM TIME TO TIME TO INSPECT CONDITIONS AND PERFORM NEEDED REPAIRS, AND - BARRING EMERGENCY - WILL GIVE AT LEAST 24 HOURS NOTICE BEFORE ENTERING. JAY DOES NOT WISH TO DISTURB ANYONE'S ENJOYMENT OF THE COTTAGE, BUT HE IS THE OWNER, AND AS SUCH HAS AN OBLIGATION TO MAINTAIN THE PLACE.

OPTION FEE IS CONSIDERED EARNED IN FULL UPON RECEIPT AND NON-REFUNDABLE (UNLESS THE PLACE BECAME UNINHABITABLE THROUGH NO FAULT OF THE RENTER AND THE RENTER WAS NEVER IN POSSESSION OF THE PLACE). THE COTTAGE IS CONSIDERED OCCUPIED BY YOU IF YOUR STUFF IS IN IT, OR UNTIL SUCH TIME AS THE OWNER CAN DECLARE THE PLACE ABANDONED (OBVIOUSLY IT CANNOT BE RENTED TO SOMEONE ELSE IF YOU OR YOUR STUFF IS STILL IN IT, SO RENT WOULD CONTINUE TO BE DUE).

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X _____ (____/____/____)
(PRINT: _____, ID# _____)

X _____ (____/____/____)
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X _____ (____/____/____)
(PRINT: _____, ID# _____)

X _____ (____/____/____)
(PRINT: _____, ID# _____)

X _____ (____/____/____)
(PRINT: _____, ID# _____)

X _____ (____/____/____)
(JAMES N. RILEY JR ("JAY"), 134 LEDGELAWN AVE, BAR HARBOR ME 04609)