

THIS IS A PLAIN LANGUAGE RENTAL AGREEMENT BETWEEN JAMES N. RILEY JR. ("JAY", "OWNER") AND \_\_\_\_\_  
\_\_\_\_\_. ("RENTER") TO ALLOW THE RENTER LIMITED USE AND ACCESS TO THE COTTAGE AT 45 CROMWELL HARBOR ROAD ("COTTAGE", "PLACE"), WHICH IS A PART OF JAY'S HOME ON THE PROPERTY AT 134 LEDGELAWN AVENUE ("HOME", "HOMESTEAD", "PROPERTY"). TERM OF RENTAL COMMENCES ON \_\_\_\_\_. RENTER MAY NOT SUBLT 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". 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 MUST OBSERVE ALL SAFETY GUIDELINES).
- 3. NO HATE SPEECH (DISPARAGING OTHERS BECAUSE OF RACE, RELIGION, GENDER, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY).
- 4. NO EXCESSIVE NOISE AFTER 9 PM, AND NO EMANATIONS OVER 55 DECIBELS.
- 5. RENTER IS RESPONSIBLE FOR SNOW REMOVAL (UNLESS OTHERWISE AGREED), TRASH MUST BE BAGGED AND PLACED IN DUMPSTER.
- 6. PARKING FOR UP TO TWO VEHICLES IN LOCATION DESIGNATED BY OWNER, ALL VEHICLES MUST BE REGISTERED, INSPECTED, INSURED, AND ABLE TO BE DRIVEN.
- 7. NO MINORS ALLOWED UNLESS DEPENDENTS OF THE RENTER, AND THEY MUST BE UNDER ADULT SUPERVISION BY RENTER AT ALL TIMES.
- 8. NO ACTIVITIES WHICH THE BAR HARBOR POLICE DEPARTMENT CONSIDERS DISRUPTIVE OR "DISTURBING THE PEACE" (THE BHPD PROTECTS AND SERVES ALL OF US AND RENTER IS EXPECTED TO TREAT BHPD WITH 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 PART OF THE PROPERTY AND SHALL NOT BE REMOVED FROM THE PLACE.
- 10. THESE RULES MAY BE AMENDED FROM TIME TO TIME BY THE OWNER. RENTER AGREES TO ABIDE BY THE AMENDED RULES. THE PURPOSE OF THE RULES IS TO ENSURE THAT THE RENTER, JAY, AND JAY'S NEIGHBORS CAN PEACEFULLY COEXIST DURING THE RENTER'S STAY.

THE COTTAGE IS PROVIDED AS-IS, IN HUMBLE BUT LIVABLE CONDITION, WITH REASONABLE USE OF UTILITIES INCLUDED, AND ONLY TO BE USED FOR LAWFUL PURPOSES, AND IN SUCH AS WAY AS TO NOT DISTURB THE NEIGHBORS. REASONABLE USE MEANS TOTAL WATER, ELECTRICITY, AND PROPANE USE OF \$250/MONTH OR LESS, NO TOLL LONG DISTANCE PHONE CALLS, ILLEGAL USE OF INTERNET CONNECTION, OR CABLE PAY-PER-VIEW WITHOUT PERMISSION. 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 SUCH AS CABLE TV OR INTERNET 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 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 THE LOCAL INTERNET CAFE AND A GOOD SELECTION OF ENTERTAINMENT PACKAGES ON CABLE TV. RENTER UNDERSTANDS THAT IF THEIR USE OF UTILITIES WERE TO EXCEED \$300 PER MONTH OR GO UNPAID FOR EXTENDED PERIODS OF TIME, QUALITY AND AVAILABILITY OF INTERNET, CABLE TV, AND PHONE SERVICES ARE LIKELY TO SUFFER.

IN EXCHANGE FOR THE RENTER'S TIMELY PAYMENT OF ALL RENTS AND DEPOSITS, AND THE RENTER'S ADHERENCE TO THE RULES, THE OWNER AGREES TO MAKE THE COTTAGE AVAILABLE TO THE RENTER FOR USE AS LODGING FOR A LIMITED TIME. 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.

WITH THIS GOAL IN MIND, THE RENTAL RATE -- ABSENT MEETING ALL CONDITIONS FOR DISCOUNTS -- IS FOUR HUNDRED TWENTY FIVE DOLLARS PER WEEK (\$425), OR FOUR HUNDRED TWENTY FOUR DOLLARS (\$424) PER WEEK IF THE PLACE CANNOT BE USED AS A RESIDENCE. WHILE IT WOULD MAKE LITTLE SENSE FOR SOMEONE TO STAY THERE IF IT WERE UNINHABITABLE, THE OWNER IS TRYING TO AVOID A SITUATION WHERE SOMEONE INSISTS ON STAYING OR LEAVES THEIR POSSESSIONS ON PREMISES EVEN AFTER THE OWNER DETERMINES HE CANNOT PERFORM A NEEDED REPAIR IN A TIMELY FASHION. HAVING SAID THAT, IT IS JAY'S HOPE THAT HIS COTTAGE WILL REMAIN A HUMBLE YET LIVABLE DWELLING THAT HE HIMSELF CAN USE AS A RESIDENCE OR GUEST HOUSE WHEN NOT BEING RENTED. PROVIDED THAT MONEY IS PAID IN FULL ON OR BEFORE THE WEEK TO WHICH IT IS TO BE APPLIED, AND LEGAL OCCUPANCY LIMITS ARE NOT EXCEEDED, ALL RULES ARE OBSERVED, AND THE PLACE IS HABITABLE, JAY WILL ACCEPT FOUR HUNDRED DOLLARS (\$400) AS PAYMENT FOR ONE WEEK, OR TO ACCOMMODATE THOSE WHO PREFER MONTHLY RENTAL, JAY WILL ACCEPT TWELVE HUNDRED DOLLARS (\$1200) PAID AS A LUMP SUM DURING "PEAK SEASON" (MAY TO OCTOBER), OR NINE HUNDRED DOLLARS (\$900) PAID AS A LUMP SUM DURING "OFF SEASON" (NOVEMBER TO APRIL), AS PAYMENT FOR UP TO ONE CALENDAR MONTH -- AT LEAST FOUR WEEKS, BUT NOT PAST THE END OF THE FOLLOWING MONTH. RENT IS DUE WEEKLY ON OR BEFORE THE END OF THE CURRENT PAID TERM.

EITHER PARTY MAY CHOOSE TO END THE ARRANGEMENT AT ANY TIME WITH FOUR WEEKS NOTICE. IF RENTER DOES NOT HAVE AT LEAST THREE WEEKS RENT ON DEPOSIT, THE OWNER WILL REASONABLY ASSUME THE RENTER INTENDS TO MOVE AT THE END OF THE PAID PERIOD, AND MAY 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 THEIR LODGING, BUT HE IS THE OWNER, AND HAS BOTH A RIGHT AND AN OBLIGATION TO TEND TO THE PLACE.

RENTAL DEPOSITS ARE CONSIDERED EARNED IN FULL UPON RECEIPT AND NON-REFUNDABLE (UNLESS THE PLACE BECAME UNINHABITABLE THROUGH NO FAULT OF THE RENTER). 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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(PRINT: \_\_\_\_\_, ID# \_\_\_\_\_) (JAMES N. RILEY JR ("JAY"), 134 LEDGELAWN AVE, BAR HARBOR ME 04609)