

Contract with Daily, Weekly Summer and Seasonal Guests

At 1 Camp Comfort Ave, Old Orchard Beach, ME, 04063

PLEASE READ CAREFULLY

Guests:

(PLEASE PRINT)

This daily/weekly rental agreement by and between

_____ (guest), representing party of _____ (number) and Breaktide LLC, is valid between the dates of

FROM: _____ TO: _____

For APT#(s) _____

At 1 Camp Comfort Ave, Old Orchard Beach, ME 04064

Current Guest Address:

Street _____ Town/City _____ Apt# _____

_____ State/Country _____ Zip /Postal Code _____

Guest Phone: () _____ () _____ () _____
Work Home Cell

***Guest's Email Address(s) _____

The guests social security number OR license number is: _____.

Please read this over, call us with any questions, sign and return to Breaktide LLC for Camp Comfort reservations.

Checks may be made out to Breaktide LLC

We require the \$_____ refundable security deposit at time of reservation and a \$_____ pet deposit, if applicable, in the **off season**. The Security total for both will then be \$_____

Summer season requires a 50% deposit at time of reservation and must be received within 10 days please– off season deposit amount can be up to 4 weeks total.

Please Mail to: PO BOX 7544 Ocean Park, ME 04063.

The weekly amount due is \$_____ to include all utilities, wifi, cable etc.

The day of the week / time frame for the payment and any balance owed is to be determined by guest and owner.

The same security deposit will be returned to the Guest in full within 2 weeks of the end of stay if no extra expense is incurred during the stay.

The Guest Understands:

The Guest is responsible for said property from the moment the keys are picked up from the office to the moment they are returned. This means the Guest is responsible to leave the location as it was found, i.e. clean kitchen, oven, bathroom, floors, bedding on beds, trash in appropriate barrels, etc. If the trash is not put out to be taken away on the proper day by the town we will remove it before the next rental period at the expense of the non-responsible Guest. Rental units must be left absolutely clean. Any unreasonable mess at the end of said Guests stay that will require substantial extra time to clean, and/or any damage to the property that will result in an expense to Owner, will be billed to the Guest and/or deducted from the security deposit.

By accepting the keys, the Guests acknowledge that he/she has accepted the property in its current condition and finds it suitable as a weekly transient living unit. We cannot guarantee systems or appliances. There will be no refund on their failure. The owner tries to keep these in good working condition and any failure will be fixed as quickly as possible.

The Guest agrees to allow the owner or his agent to enter and view the premises, both inside and out, to make repairs thereto; to show the same to a prospective guest; and to expel the Guest if he shall fail to pay rent or breach this rental agreement in any way, in accordance with the laws re: innkeepers/hoteliers of the State of Maine. Rental of unit, sight unseen, must be accepted upon arrival or all deposits forfeited. The keys will be picked up and returned to the same location. That location will be 1 Camp Comfort Ave unless you are notified otherwise.

It is agreed that the Owner shall have all the rights of an innkeeper or hotelier, may evict any unruly guest; may use self-help to evict the guest by changing the locks or taking other action that does not constitute a breach of the peace, or may issue or enforce a no trespass order to any guest who remains on the property after expiration of the Term.

Maximum occupancy rules and no smoking must be observed. If violation is suspected, Guests are subject to immediate inspection of the premises by owner and Fire Chief. Appropriate action will follow to include eviction.

GUESTS SUPPLY THEIR OWN BEDLINENS, PILLOWS AND TOWELS for use during rental period. Owner will provide items necessary for use including but not limited to: cooking and eating utensils, micro, toaster, coffee maker, dishes and glassware. Additional pillows may be purchased from the owner/management company. (Due to great losses in them last few years) Please do not use any of the items on the beach. There are various beach chairs, toys. etc. provided in outdoor breezeway. If flying in, please contact owner to make arrangements.

Guests shall obey the rules and regulations posted on the premises and in this contract. If the Guest, or any of their party, break these contractual or posted "House Rules", and/or Management company rules, the Guest understands that they may be asked to leave immediately with no refund.

Guests shall insure that the use of the property during their occupancy shall not disturb, annoy, endanger, or inconvenience neighbors, nor constitute any immoral or unlawful purpose, nor violate any applicable law or ordinance, nor commit waste or nuisance upon or about the premises. The same applies to such common areas such as yards and driveways.

The Guest agrees that he/she will make restitution for and hold harmless the Owner and Management company from any loss, damage, claim, demand, suits, judgements, or liabilities which the Owner and Management company would be otherwise held responsible for arising

from any injury or death to persons or property, or any claim on account thereof resulting from Guests use of the premises or Guests failure to comply with this agreement.

Indemnification:

Guest agrees to indemnify and hold Owner Harmless from any liability for personal injury or property damage sustained by Guest or parties invited onto the property by Guest.

Missing or broken items should be reported as soon as noticed. Items can be billed to Guest and/or deducted from the security deposit.

The Guest understands that any additional expense to Owner/Management company that occurs during the Guests stay will be deducted from the security deposit. If no security deposit is left, these expenses will be billed to the Guest.

The Guest is responsible to inform Owner or Management company regarding any problems immediately, as they will try to assist and resolve them quickly at no cost to Guest, if practical.

Owner and Management company reserve the right to evict any Guest without prior notice if there is evidence of damage, disturbance, problems with neighbors/police, or breach of this contract of any kinds.

Radios/loud music, etc. are not permitted outdoors as sound carries very easily at the beach. 9PM until 9AM will be the agreed upon quiet time indoors and outdoors in consideration of and by request by current guests and neighbors.

REFUNDS – If Guests must leave for any reason, they can be charged for the duration of the reservation.

CANCELLATION:

Should guest cancel his or her reservation, it should be in writing, then the owners/and or Management Co will do their best to re rent the unit at the same price in order to refund the money. Only the total amount at the re-rental would be returned to the guests. The more notice the better in order to replace the reservation.

SUBLETTING:

No Subletting is allowed. Please contact Owner/Management company for further information.

PETS: Off season

Guest agrees to having _____ dogs/cats on the premises, cleaning up after them on a regular basis, and providing the \$_____ security deposit for any related damages. (Pets during the off season by approval only) Pets must always be on a leash.

SMOKING:

Sorry – no smoking is allowed inside the home. There are ashtrays provided outside.

PARKING– the Guest agrees to abide by the parking rules for their rental unit as outlined during check-in.

Oceana will have street parking only. Please park in the direction of traffic and in accordance with the designated spaces. This is street parking. Please refer to drawing of parking in home. The owner will pay for any plowing. Snow ban parking is provided in the library area of Ocean Park.

PLOWING:

Owner will provide plowing of all driveways, parking areas and the tenant is responsible for their own shoveling from each of their entrances. Shovels are provided.

OIL – Oceana in off season will be on auto refill and the guest is responsible for paying the oil as it is refilled as the bill is left at the door at Oceana during their stay – this will be paid directly to the owner. Owner will supply a full tank on arrival and then will refill the tank on day of vacating to be able to charge for the remaining balance to guest.

LOST AND STOLEN ITEMS:

Owner is not responsible for lost or stolen items.

GOVERNING LAW:

This agreement shall be governed by the laws of the State of Maine. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Maine, as applicable, for any matter arising out of or relating to this agreement.

Entire Agreement

This agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

The signing of this agreement constitutes acceptance of above conditions.

Guest Signature: _____ Date: _____

Owner/Management Company Signature: _____