

## RENTAL AGREEMENT TERMS

Version 1.5

### **DEFINITIONS**

This Rental Agreement is between the Primary Guest who books a stay at Driftaway Coastal Retreat, hereinafter referred to as “GUEST” and the Owner of Driftaway Coastal Retreat, the vacation rental property, referred to hereinafter as “OWNER”. The effective date of the Agreement will be the date the GUEST confirms the booking of the property by paying 50% deposit of the total rate. The Agreement covers the rental period confirmed for Driftaway Coastal Retreat, hereinafter referred to as “PROPERTY”. This Agreement is not a “lease”, it is solely a vacation rental for dates of confirmed booking.

### **RENTAL TERMS**

- 1. Payment Schedule / Cancellations:** All reservations require a 50% deposit to hold chosen dates. The remaining balance is due 60 days prior to arrival. Payments shall be made via cashier's checks or personal checks by mail. Once OWNER receives 50% of the total balance due to book there will be limited cancellations or refunds. Our cancellation policy states “*when GUEST cancels at least 60 days before check-in they will receive 100% of the amount they've paid. If GUEST cancels 59 days prior to arrival GUEST will forfeit 100% of the total reservation.*” We encourage you to purchase Travel Insurance to protect your trip. Our cancellation policy differs if the reservation is made through a booking agency such as Airbnb or VRBO. Please refer to the listing on Airbnb, VRBO, etc for individual terms for cancellation policy. The Service Fee (if applicable) is non-refundable.
- 2. Age & Responsibility:** GUEST acknowledges by their signature or clicking to agree below that he/she/they are the responsible adult (minimum age of 25 years old) and will be present at the PROPERTY for the term of this Agreement. GUEST also agrees that he/she/they are responsible for the actions of all family members and his/her/their guests on the PROPERTY and will assure that they abide by the terms set forth in this Agreement.
- 3. Check In & Check Out:** Check- In and Check-Out directions will be emailed and texted by OWNER to GUEST prior to scheduled Check In. Check In time will begin at 4:00 pm on the day of arrival. GUEST must vacate the PROPERTY by 10:00 am on the day of departure. GUEST shall leave all keys, garage door openers at PROPERTY upon departure. A fee of \$200.00 per every 30 minutes after the Check Out time shall be charged to the GUEST if GUEST has not vacated property by 10:00 am on the day of departure.
- 4. Occupancy, Events & Family Groups:** Rental of the PROPERTY is permitted for family groups only. No Events are permitted at the PROPERTY unless prior approval is received from the OWNER through an addendum to this Agreement. An “Event” is defined as a gathering of more than 1.5 times the maximum occupancy of the PROPERTY, or more than 30 people. GUEST is solely responsible for ensuring that the maximum number of overnight occupants is not exceeded. GUEST will be considered in breach of agreement should the maximum number of overnight occupants be exceeded at any time during the rental term without OWNER approval. If OWNER allows the maximum number of occupants to be exceeded there will be a \$50.00 fee per person per night.

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5. **Subletting / Uses:** Subletting by GUEST during the rental period is not allowed. The PROPERTY shall only be utilized by GUEST and invitees of GUEST. The PROPERTY is offered to the general public for personal vacation use only. Business or commercial uses are prohibited. In the event evidence of commercial or business activity is found, this shall be considered a breach of this Agreement and GUEST agrees to transfer any and all rights to assets created on the PROPERTY.
6. **Pets:** No Pets on the PROPERTY without prior written approval. That said, we do not allow any pets other than dogs on the PROPERTY with a limit of 2 dogs. There is a non refundable pet fee of \$250.00 per pet. We reserve the right to evict the pet and/ or the party at any time. Additionally if you bring a Pet without prior written authorization, a \$500 per pet penalty will be automatically charged to GUEST if evidence of a pet is found on PROPERTY.
7. **Smoking / Illegal Substances / Marijuana:** Smoking is never permitted on the PROPERTY at any time (inside or outside). Illegal substances and marijuana are forbidden . In the event evidence of smoking, illegal drugs or marijuana is found, this shall be considered a breach of this Agreement and GUEST will be fined \$500.00 fee for cleaning should evidence of such banned substances be found.
8. **Sanitary:** GUEST is responsible for following the check in and check out guidelines for trash, and recycling provided for you in your welcome letter. In the event trash/recycling is not removed during your stay a \$150.00 penalty will be charged to GUEST. If your stay does not include a Thursday night, the penalty fee will not apply.

**Trash:** Trash Bins are green and located in the driveway next to the deck. In the event all trash bags are used during your stay it is GUEST responsibility to purchase bags for the remainder of stay to ensure all trash is disposed of in bags. The town will not pick up trash unless it's in a bag. GUEST will be responsible to take the trash out on the day you are instructed as part of your terms and conditions in this guest agreement.

**Recycling:** All recyclables must be placed in the yellow trash bin located in the driveway next to the deck. Please refer to your Welcome Guide for the do's and don'ts of recycling.

9. **Guest Responsibilities:** GUEST acknowledges that they have reviewed, or will review, and will adhere to the "Welcome Letter" provided for PROPERTY, describing details for PROPERTY including Wi-Fi access codes, parking, BBQ's, appliances, game instructions, heat and air conditioning settings and other PROPERTY details. GUEST agrees to leave the PROPERTY in good order and condition. GUEST agrees to notify OWNER of any items broken during the rental period. GUEST shall be responsible for any items on PROPERTY broken or missing if due to negligence or any other reason other than normal wear and tear. GUEST is responsible for any pay-per-view or video rental charges. GUEST is required to return the PROPERTY in the same condition it was in prior to GUEST's occupancy. GUEST agrees to observe and obey all posted rules and warnings, and further agrees to follow any oral instructions or directions provided by OWNER.
10. **Security Cameras:** GUEST understands and accept that the property is protected with security cameras outside the house and in the garage. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house.

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- 11. Child Proofing:** GUEST understands that no special efforts have been made to “childproof” this house, and accept the risk or harm to any children on the property.
- 12. Damages:** GUEST is responsible for any damage to the PROPERTY including but not limited to: (a) Additional cleaning charges above normal wear and tear, (b) damages resulting from intentional, willful or reckless conduct, (c) evidence of or damages by a pet, (d) evidence of or damages by smoking, (e) excess sand or foreign chemicals/lotion/soap in Hot Tub/SPA, (f) items at PROPERTY lost or stolen by GUEST. Any charges assessed for damages shall be the responsibility of GUEST and GUEST agrees that OWNER shall deduct costs of said services from the security deposit prior to refund.
- 13. Cleaning:** The PROPERTY has an initial cleaning before your stay and a final cleaning after your stay. The cleaning does not include sanitizing dishes or utensils. Please note that the OWNER has a dog and while every effort is made to provide a clean PROPERTY, we cannot warrant the PROPERTY to be allergen free.
- 14. Exclusions:** Reservation prices do not include expenses and items not mentioned, including, but not limited to: transportation, tips for personal services, meals, insurance, telephone calls and other items of a personal nature. Daily maid service is also not included.
- 15. Parking:** Parking is allowed in the driveway or on the purple/gray rocks. There is ample room for 8 cars without blocking anyone in by parking on the purple/gray rocks around the driveway and in front of the house. Parking on the street is prohibited and you could be ticketed!
- 16. House Rules:** GUEST agrees to follow the following house rules:
  - No grilling on the deck
  - No re-arranging furniture
  - Upon departure, all garbage in outside bins
  - No fireworks
  - Please rinse off to limit SAND in the Hot Tub/Spa as it clogs the filter!
- 17. Personal Effects:** GUEST should ensure their personal property items brought on to the PROPERTY are covered for repair or replacement by the GUEST’s own insurance provider. OWNER is not responsible for repair or replacement of GUEST’s personal property at any time.
- 18. Right of Entry:** OWNER reserves the right to enter the PROPERTY at any time during the rental term to investigate disturbances, check occupancy, dangerous circumstances, to ensure safety or provide entrance to service technicians as deemed appropriate.
- 19. Rights Of a Guest:** ME law requires that renters/tenants/guests assume all the rights and responsibilities of an owner. That means all members of your party have the right to use the amenities. No access for anyone is based on age, race, sex, disability or religion per federal HUD law. If any of these occur please notify us immediately.
- 20. Guest Satisfaction:** The satisfaction of GUEST as it pertains to this rental is extremely important to OWNER. GUEST acknowledges having reviewed all the pictures, descriptions, and information regarding the PROPERTY on the website (<https://www.driftawayme.com>) and is satisfied with this information prior to signing this Agreement.
- 21. Agreement in Effect:** The information included in this Agreement is expressly written for the

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PROPERTY described above and supersedes and replaces any other information which may be different or contradicting on the Driftaway Coastal Retreat website.

- 22. Indemnification:** GUEST agrees to indemnify and hold harmless OWNER, its MANAGEMENT and representatives, or third parties from any and all liability for any loss or damage whatsoever including but not limited to any claim, action, cause of action or other demand for personal injury or damage or loss of property which is made, incurred or sustained by GUEST or any invitee of GUEST arising out of, relating to or in connection with the rental of the PROPERTY.
- 23. Termination:** GUEST agrees that GUEST and the family members and other invitees of GUEST occupying the PROPERTY pursuant to the terms of this Agreement are not tenants as defined by Maine State law. If GUEST violates the terms of this Agreement and if OWNER deems the violation to be a significant and material breach of this Agreement, then GUEST agrees to immediately vacate the PROPERTY and agrees to forfeit any and all rights to continue to occupy the PROPERTY under this Agreement. No refunds will be given under these circumstances and GUEST agrees that GUEST shall be liable for any attorney fees or other costs incurred by OWNER in enforcing this Agreement
- 24. Hurricane or Storm Policy:** No refunds will be given unless: The National Weather Service orders a mandatory evacuation for Scarborough Maine and declares it in a "Tropical Storm/Hurricane Warning area". The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning area", we will refund any unused portion of rent to a current GUEST; any unused portion of rent from a GUEST that is scheduled to arrive, and/or wants to shorten their stay; and any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.
- 25. Other:** This Rental Agreement constitutes the complete and entire agreement between OWNER and GUEST. The terms of this Rental Agreement are exclusive to the PROPERTY and supersede and nullify any prior representations, agreements or understandings, verbal or written. This Agreement shall be governed by the laws of the State of Maine and may be modified only by a written amendment, signed by all parties and approved by OWNER. Any disputes regarding the Agreement shall be subject to the exclusive jurisdiction of the courts within the State of Maine.
- 26. Guest Addendum A:** See attached addendum.
- 27. Guest Addendum B:** See attached addendum.

**THE GUEST ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE GUEST FURTHER UNDERSTANDS THAT BY SIGNING THIS RELEASE, GUEST VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

GUEST SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## GUEST ADDENDUM A

This ADDENDUM TO GUEST AGREEMENT TERMS RE: COVID-19 amends the GUEST AGREEMENT TERMS executed between the Primary Guest who books the PROPERTY, hereinafter referred to as “GUEST” and the Owner of the vacation rental property, referred to hereinafter as “OWNER”.

The novel coronavirus, COVID-19, has been declared a global pandemic. COVID-19 is considered extremely contagious and is spread mainly, although not exclusively, from close contact with others. The U.S. Centers for Disease Control and Prevention has reported that the virus causing COVID-19 may be spread by individuals who are asymptomatic and can survive for hours to days on a variety of surfaces. OWNER cannot guarantee that GUEST will not contract COVID-19 during the rental of the PROPERTY. Even with the exercise of due care, it is impossible to eliminate all inherent risks to GUEST and the family members or other invitees of GUEST of contracting COVID-19 while renting the PROPERTY. These risks include, but are not limited to, personal injury, illness, partial or permanent disability, medical or hospital bills, death, and other expenses and losses.

**Acknowledgment:** GUEST acknowledges that GUEST and the family members or other invitees of GUEST occupying the PROPERTY will abide by any and all precautionary measures mandated by law related to COVID-19, including those included in executive orders issued by the Governor of the State of Maine. This includes, but is not limited to, complying with any and all quarantine requirements for travelers to the State of Maine under Executive Order #34 FY 19/20, “An Order Establishing Quarantine Restrictions on Travelers Arriving in Maine,” as that Order may be extended, modified, interpreted, clarified, or superseded from time to time.

**Assumption of Risk:** GUEST understands that, as a result of the COVID-19 pandemic, there are inherent risks associated with renting or occupying the PROPERTY that are hazardous to GUEST and which pose a risk of exposure to COVID-19. GUEST assumes all risk of injury, including but not limited to, death, personal injury, partial or permanent disability, illness, property damage, medical or hospital bills, or damages of any kind, arising out of, relating to or in connection to potential exposure to COVID-19.

**Waiver of Liability:** GUEST, individually and on behalf of GUEST’s family members and other invitees of GUEST, hereby releases, waives, and forever discharges OWNER, and their respective owners, directors, officers, employees, vendors, independent contractors, agents, and representatives (the “Protected Parties”) from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, illness, property damage, medical or hospital bills, or damages of any kind, arising out of, relating to or in connection to potential exposure to COVID-19, even if such claims, liabilities, or losses are caused by the NEGLIGENCE OR OMISSION of a Protected Party.

**THE GUEST ACKNOWLEDGES THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

GUEST SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## GUEST ADDENDUM B

This ADDENDUM TO GUEST AGREEMENT TERMS RE: Hot Tub amends the GUEST AGREEMENT TERMS executed between the Primary Guest who books the PROPERTY, hereinafter referred to as "GUEST" and the Owner of the vacation rental property, referred to hereinafter as "OWNER".

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for HOT TUB USE  
IN CONSIDERATION OF the risk of injury that exists while SOAKING IN the HOT TUB (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, personal representatives, executors, administrators, assigns, guests, children, heirs, and next of kin, (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Christy Ouellette and Jeff Ouellette, located at 153 North Main Street Wolfeboro NH 03894, (hereinafter "Christy and Jeff") their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a result, direct or indirect, of my participation in the Activity.

I HEREBY acknowledge that upon entering the hot tub area, I will continuously thereafter, thoroughly inspect such area. My continued presence constitutes an acknowledgment that I have inspected this area and find and accept such areas as being safe and reasonably suited for the purposes of the Activity. I further agree and warrant that if, at any time, I feel or think anything to be unsafe, I and all guests will immediately leave the area and advise Christy and Jeff.

I am voluntarily participating in the Activity and I am participating entirely at my own risk. I am aware of the associated HOT TUB RISKS which may include but are not limited to drowning, heat exhaustion, heat stroke, skin/ear/bladder/lung or other infections, chemical burns or irritations, physical/psychological injury, pain, suffering, illness, disfigurement, disability, economic or emotional loss, paralysis or death. I understand that these injuries or outcomes may arise from my own or others' negligence, including that of Christy and Jeff, or from the conditions at the Activity location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity. Some of the known risks and precautions are noted below and I have read and understand these:

- Pregnant women, children and those with heart disease ARE NOT ALLOWED IN THIS HOT TUB.
- If you are taking medication of any kind, or being treated for diabetes, low or high blood pressure, strokes, epilepsy, weakened immune system or other conditions, or are a frail elderly person, consult your physician prior to use of the hot tub.
- It is advised to limit your soak in the hot tub to no more than 15 minutes at a time. If you overheat and faint, you can drown.
- Shower when you get out to rinse off the hot tub chemicals.
- Keep your head, arms and upper chest out of the water to avoid overheating. Get out if you feel

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dizzy, overheated, nauseous, or unwell.

- Stay hydrated before getting into the hot tub.
- Check the chemical strip yourself before getting in to be sure the pH and chlorine levels are at the recommended levels. If not, or if the water looks murky or slimy, don't get in. Alert us.
- Check the temperature. Do not get in if over 104°.
- DO NOT DRINK ALCOHOL or USE DRUGS before or during hot tub use.
- Please KEEP the hot tub CLEAN and CLEAR: Shower before you get in to get off sand, most particles, oils, cosmetics and hair and skin products. No shoes, street clothes, pets or glass containers in or around the hot tub. Do not eat, or drink, or use soap and shampoo while INSIDE the hot tub. Do not urinate or spit into tub. And please, no "adult activity" while inside the hot tub.
- Don't get in tub if you have open sores or wounds, or cuts, or diarrhea.
- Close the lid when you are finished.
- Do Not sit, lay or stand on the hot tub cover – it will collapse into the hot tub.
- Be careful when getting out so you don't slip and fall.

I FURTHER AGREE to INDEMNIFY, DEFEND AND HOLD HARMLESS the releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity involving this Activity on behalf of the Releasees. In the event that I should require medical care or treatment, I authorize Christy and Jeff to provide all emergency medical care deemed necessary, including, but not limited to, first aid, CPR, use of an AED, emergency transport, and sharing of medical information with emergency personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I hereby acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Christy and Jeff and their Releasees from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Christy and Jeff for personal injury or property damage. To the extent that statute or case laws does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Christy and Jeff and Releasees.

I agree that this Release shall be governed for all purposes by Maine State law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. This waiver and release of liability shall remain in effect for the duration of my participation in the Activity, during this initial and all subsequent events of participation.

In the event that any damage to equipment or facilities occurs as a result of my or my family's, guests, or agents willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

In the event that any provision contained within this Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

**THE GUEST ACKNOWLEDGES THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

GUEST SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

GUEST Initials \_\_\_\_\_