

MAINE SHORT TERM RENTAL AGREEMENT

Landlord:	Brian Hansen & Dianne Rice Hansen	Tenant:	
Telephone:	1-207-478-6746 1-207-735-5701 (Brian)	Telephone:	
Address:	397 Grandview Avenue Bangor Maine 04401	Address:	
Email:	Diannerice1963@gmail.com	Email:	

Tenant agrees to Lease from the Landlord the following premises: _____

PREMISES DETAILS: Varies by property

PERIOD OF OCCUPANCY: Tenant agrees to rent the premises at the address above, beginning on _____ the *check-in date*) at _____ and ending on _____ (the *check-out date*) at 12:00 PM If you need to extend beyond check-out date let us know. (Subject to availability)

LATE CHECK OUT: All late checkouts past 12:00 PM are subject to availability and must be preauthorized.

TENANT ACCESS: Landlord will attempt to meet tenant at the premises on the day of arrival (subject to date and time of arrival) to walk through the premises with and provide keys to the tenant. In the event Landlord cannot meet tenant on day and time of arrival a lock box will be in place with keys inside. Two keys will be provided if the tenant requires more keys, please notify the Landlord. All keys must be returned to the Landlord prior to check out. KEYS are not to be duplicated without Landlord consent.
Loss of keys results in a \$20.00 replacement cost. Loss of garage door opener results in a \$100 replacement cost.

UTILITIES & SERVICES

Utilities and services are provided assuming they will be used with responsible diligence. Tenants shall provide appropriate climate control for the Premises, thermostats should not be set above 70 degrees F for heat, or below 70 degrees F for AC, Tenants will keep the home clean and take other measures to hinder mold and mildew from accumulating. Any leaks or repair concerns should be reported promptly to avoid damage.

HEATING AND ELECTRIC COSTS: Landlord is providing a utility cost share credit towards the oil and electric utilities. Your utility cost share credit is \$ _____ (the daily rate \$ _____ times number of days in your stay). This credit is only applied toward the electric and oil utilities. If the credit is depleted prior to the end of the stay the tenant will be responsible for any remaining costs for these utilities. Back-up documentation will be provided. There is no reimbursement to the tenant for any remaining balance of the utility cost share credit. Furnace/heat turns on approximately Oct 1 and off May 31 (exact dates to be determined, based on weather conditions). Bedroom AC units will be installed June 1 to Sept 30. AC is available in the main home via a heat pump which can also be used for a heating source. AC units are installed only when heat has been turned off and never prior to June 1. Only Air Conditioning units provided by the Landlord may be installed in this home.

OTHER UTILITIES: If the cost for other utilities which are paid 100% by Landlord (water and sewer, cable/streaming services, or internet) increases by more than 15% from the previous year, then Landlord may increase rent under this Lease to account for any such increase. Any unauthorized streaming or pay per view add-on fees or other charges associated with internet and streaming services will be billed with and due with the next monthly rental invoice.

TRASH SERVICES- To not attract pests, trash is to be disposed of as necessary during the rental period. There is curbside trash pick-up. Trash pick-up is on _____. To ensure there is space for trash, if trash pickup days fall during their rental period the Lessee must place trash curbside for pick up. Trash is not picked up on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day – more details on the holiday trash collection schedule, prohibited items and trash pick-up in general will be posted at the premises. City of Brewer allows up to 5 bags per weekly trash pick up. Any bags over that amount require trash tags which can be purchased. Trash tags are at the tenant’s cost. City of Bangor: All Trash amounts must fit in the blue city provided trash can with the cover closed. If does not close tightly they will not pick up the trash. If tenant will be away and cannot put the trash to the curb on trash day, please let Landlord know so they can put the trash out in your absence. Tenant must dispose of all perishable items inside the home to the trash, as well as removing the trash in the house to provided can in the garage prior to their final departure.

SECURITY DEPOSIT: A \$1000.00 refundable damage/security deposit will be held until premises is inspected and any additional costs (as described under Utilities and Services) have been paid. The Landlord can deduct any outstanding “additional costs” for electric, gas or other unauthorized utility costs, from the security deposit prior to returning the balance. Tenant agrees to be personally responsible for any damage caused by his/her negligence including any damage caused by members of his/her family, guests, and pets. The \$1000.00 damage/security deposit in full or part, will be released as soon as possible after it is determined the premises does not require extraordinary repairs, or excessive cleaning and all additional costs are paid. It is understood that the damage/security deposit is not considered prepaid rent, nor shall any damages claimed or outstanding additional costs, if any, be limited to the amount of the damage/security deposit.

RENTAL RATES AND FEES SCHEDULE AND DUE DATES in US dollars

Item	Amount	Due Date
Security Damage Deposit	\$1000.00	Upon Booking to hold the dates
Cleaning Fee	\$200.00	Date of Arrival – by cash or check
1 st Months’ Rent	\$Varies by property /or prorated if less than 30 days	Date of Arrival – by cash or check
Monthly Rent	\$Varies by property	1 st of each month – by cash or check
Heat/Electric costs	Vary by month	1 st of each month – by cash or check

Invoices for deposits to hold dates of reservation will be sent once the lease agreement has been fully executed. Monthly rental invoices will be prepared and sent via email 10 days prior to due date. Invoice will include the monthly rental payment and the Gas and Electric cost (if any) due from Tenant. Rental invoices are due on the first of each month. A late charge of 4% will be assessed on all rental amounts not paid within seven (7) days of due date. If you are working with an agency and would like us to bill them directly, please provide the name of that agency and contact information to us via email. Note some agencies will only cover base rent. Tenant is responsible for any “other costs” associated with this lease.

LEASE EXTENSION:

If a tenant wishes to extend their period of occupancy, the Landlord will extend the lease on a month-to-month basis following the end date above under Period of Occupancy, providing the premises is available. All conditions within this agreement will continue. Rent can be prorated at a nightly rate of \$_____per night (Monthly rent/30) for periods less than 30 days.

TENANT’S DUTY TO MAINTAIN PREMISES:

Tenant agrees and acknowledges that Tenant has inspected the Premises and it was clean, and in good repair, and all items, fixtures, and appliances are complete working order. Tenant shall keep the Premises in a neat and sanitary condition and immediately reimburse Landlord for any sums necessary to repair any item or fixture that needed service due to misuse or negligence of Tenant or tenants’ invitees.

Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage occurred in toilet, shower or sink drains due to prohibited items, feminine products, or excessive toilet paper use. Tenant shall also be responsible for repair or replacement of garbage disposal where the failure is a result of prohibited items, bones, grease, pits, onion skins, corn cobs or any other item that normally causes a blockage of the mechanism. **If you question if it should go in the garbage disposal – throw it in the trash.**

Outside doors should always remain closed including the garage doors when not using it to enter and exit the premises. Tenant shall keep the premises in a clean and sanitary condition, free from vermin, rodents and/or insects, and will otherwise comply with all state and local laws and ordinances regarding the maintenance of premises. If Tenant, any member of Tenant's household, or their respective guests or invitees, causes damages to the Premises, other than normal wear and tear, Tenant will be responsible for the costs of the repair which will be arranged by the Landlord. **CLEANING:** On the day of departure tenant will leave premises in neat and tidy condition. Tenant will wash and put away all soiled towels, **except for** one towel per person and all used bed linens used the night prior to the date of departure.

YARD CARE/PLOWING: Landlord will maintain the lawn and yard work and snow removal in the driveway only. Tenant will be responsible for maintaining and shoveling steps/decks/porches etc. – Landlord will provide the shovel.

ACCESS: Tenant shall allow Landlord or his representative's access to the premises for purposes of repair, amenities maintenance and inspection. Landlord shall exercise this right of access in a reasonable manner.

MAINE BOTTLE RETURN/RECYCLE LAW: Maine has a bottle return program most soda, beer, wine, liquor, juice, water, and some other bottles have a .05 to .15 cash return. Do not throw these bottles in the trash. We have provided recycle bins in the house or garage for these refundable containers. There are redemption stores or Clynk services nearby if you would like to redeem them No compensation will be made to tenant for refundable containers left on premises.

RESTRICTIONS:

MINIMUM RENTAL AGE: Tenants named in this document must be at least 26 (unless otherwise authorized by Landlord) and must always be present during the rental period. Landlord reserves the right to limit occupancy based on age of occupants.

MAXIMUM FULL TIME OCCUPANTS RESIDING IN THE PREMISES: Varies by property. Additional monthly rental costs of \$500 per person may incur if this maximum occupancy limit is exceeded.

MAXIMUM OCCASIONAL OCCUPANTS IN THE PREMISES: Total maximum occasional overnight occupancy is never more than (2 persons per bedroom). People other than those in the Tenant's party set forth above, a dependent of, or an occasional overnight guest of the Tenant, may not stay overnight in the premises. Any other person in the premises is the sole responsibility of the Tenant. Tenant must be present anytime a guest is at the premises. Tenant shall obtain Landlord's prior written consent before allowing any other person not named in this agreement to reside for more than two weeks in the premises. If consent is given, the Landlord will require any new occupants residing full time in the premises to sign the rental agreement and abide by the terms within. If maximum full time adult occupancy limit is exceeded the monthly rental cost will increase by \$500.00 per person.

SUBLETTING: Subletting by Lessees is prohibited.

QUIET OCCUPANCY: Please observe quiet hours between 10 p.m. and 8 a.m. Parties are prohibited. Occupancy and use of premises shall not be such as to disturb or offend neighbors in which case the disruptive Tenant/Guest(s) will forfeit security deposit and may be asked to vacate the premises, which in turn will invoke termination of this lease and the applicable cancellation clause.

PETS: No pets allowed. Due to insurance restrictions, we no longer allow pets in any of our properties.

SMOKING: Smoking is NOT allowed inside the House or Garage. This also includes electronic cigarettes or vaping devices. Evidence and or smell of smoking will result in loss of the deposit. Smoking is permitted outside on the porch, backyard, and driveway. Dispose of smoking materials properly. Do not throw cigars or cigarettes and other objects on the grass, or any outdoor area. Do not leave ashtrays, butt cans or the like in the garage or store them in the House.

ALTERATIONS: It is agreed tenant will not make any alterations to the Premises without prior written consent. Tenant shall not place blankets, placards, signs or other exhibits in a window or any other place where then can be viewed by the public or other residents.

FIRE PITS/ BARBEQUES: No Fire pits or open flames shall be allowed on or about Premises. If provided the Landlord provided Gas grill is placed in an appropriate place, away from any combustible material, including building or other structure. It is agreed there will be no open flames or candles on the Premises without Landlord's prior written consent.

CANCELLATION / REFUNDS: Landlord collects long term rent in advance on the First of each month and one month is equal to 30/31 days depending on the month. Our Long-Term Cancellation Policy is as follows:

Any funds paid will be refunded 100% if the reservation is cancelled no more than 31 days prior to the arrival date listed on this agreement. Cancellations within 30 days of arrival will forfeit \$500.00 of their security deposit as a cancellation fee unless the premises can be immediately rebooked. Cleaning and pet fees are always refunded if canceled prior to arrival.

Cancellations after check-in: If a tenant must end their reservation earlier than noted in the period of occupancy, the Landlord will retain a minimum amount equal to 50% of the monthly rate plus rent paid for days used. For example, if a tenant pays the monthly rent of \$2800.00 on the first of the month and cancels the remainder of their reservation and vacates the premises between day 1 and 15 of their stay, the Landlord will retain rent in the amount of \$1400.00, even if the tenant stays less than 15 days. If the tenant cancels and vacates the premises between day 16 and 30/31 of their stay the Landlord will retain the rent paid for the full month. All other terms of this agreement remain in place including the utility fees.

Exception to the policy: If tenant gives a minimum of 31 days' notice that they will vacate the premises prior to the end date of this lease, the Landlord will prorate the rent @ a rate of \$93.33 per night (2800/30) for any days less than 30 days.

POSSESSION: In the event the Landlord cannot deliver possession of the premises to Tenant upon commencement of the term hereof through no fault of the Landlord or its agents, the Landlord shall have no liability to Tenant, but the rental herein shall abate until possession is given. Landlord shall have thirty (30) days in which to give possession. If Landlord is unable to deliver possession of the premises within 7 days of the commencement of the term, then this Agreement and all rights herein shall automatically terminate.

VALIDITY/SEVERABILITY: If any provision of this Lease is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision hereof.

ATTORNEY FEES: Landlord shall be entitled to recover from Tenant the Landlord's reasonable attorneys' fees where necessary for enforcement in cases of disregard of the terms of the Lease.

NOTICE OF TENANT'S INSURANCE (AND WAIVER) Tenant agrees and acknowledges that Tenant is responsible for the procurement of renters' insurance for Tenants' personal property. Landlord shall not be responsible for Tenants' personal property. Landlord shall not be responsible for any expense or loss which would have been covered by renter's insurance (Form HO-4) if the Tenant did not obtain renters insurance.

HOUSE RULES. The House Rules are attached and incorporated by reference into this Agreement. A violation of the House Rules shall by grounds to terminate Tenant's tenancy and this Agreement. If a House Rule contradicts a specific term in this Agreement, the term of the Agreement shall control. Tenant agrees and acknowledges that Landlord may revise the House Rules from time to time.

ENTIRE AGREEMENT: This Agreement shall by governed by and construed in accordance with the laws of the State of Maine. This Agreement contains the entire agreement for the Parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and any amendment, attachment or document incorporated herein by reference, constitutes the complete understanding of the parties, and supersedes all other oral or prior written agreements, arrangements, or representations between the parties. This Agreement may not be modified orally, and no modification or attempted waiver shall be valid unless in writing and signed by each of the parties hereto. Tenant acknowledges the Tenant has read and understood this agreement and has been furnished a duplicate original.

PERSONAL PREMISES OF TENANT: Landlord shall dispose of all Tenants' personal property left after departure in accordance with 13 M.R.S. 6013.

BREACH: Landlord may terminate this Lease and/or Tenant's tenancy for violations of the terms of this Lease or applicable Federal, State, or local law. Except as otherwise provided in this Lease, Landlord shall carryout the termination of this Agreement and/or Tenant's tenancy pursuant to this Paragraph.

Eviction for Failure to Pay Rent and Other Charges Due: In the event that Tenant is seven (7) or more days late in the payment of rent and/or other charges under this Agreement, Landlord may terminate this Agreement and/or Tenant's tenancy by serving a notice that informs Tenant that if the Tenant pays the total amount due as of the date of the notice before the notice expires, then the notice as it applies to rent arrearage is void; and that after the notice expires, if Tenant pays all rental arrears, late fees, other fees or charges listed in the notice, all rent due as of the date of payment, and any filing fees and service of process fees paid by Landlord before the writ of possession issues at the completion of the eviction process, then Tenant's tenancy will be reinstated. If the Tenant fails to comply with the foregoing terms of the notice, the Agreement term automatically terminates, and Tenant shall vacate the Premises and return the keys to Landlord.

Eviction for Damage, Nuisance, Other Lease Violations. If Tenant, any member of Tenant's household, or their respective guests or invitees has caused substantial damage to the premises, or any building owned by Landlord, or has caused or permitted the premises to become unfit for human habitation, then this Agreement and/or Tenant's tenancy may be terminated by Landlord by seven (7) days' notice in writing to Tenant.

Eviction for Dangerous Acts, Criminal & Drug Activity. The drinking age in the State of Maine is 21 years of age. Any Tenant/Guest(s) found to be using illegal drugs or allow others to use illegal drugs or permit underage drinking on the premises; if the actions of Tenant, any member of Tenant's household, or their respective guests or invitees pose an immediate threat to the health or safety of other residents or Landlord or its employees, or to the physical structure of the premises or if Tenant, any member of Tenant's household, or their respective guests or invitees engage in criminal activity, then this Agreement and/or Tenant's tenancy may be terminated by Landlord by seven (7) days' notice in writing to the Tenant.

Other. In any other case, Landlord may terminate this Lease and/or Tenant's tenancy by thirty (30) days' notice in writing to Tenant.

INDEMNIFICATION: Tenant agrees to defend, indemnify, and hold the Landlord and Landlord's agents and employees harmless from any loss, including death, damage, claim, demand, suit, judgment, or liability which the Landlord may incur and any costs or expenses, including attorneys' fees, to which the Landlord may be put, arising from any injury or resulting from the use of the Premises or common areas by the Tenant, any member of the Tenant's household, or their respective guests, or invitees, unless such loss or damage was occasioned by the sole negligence of the Landlord or its agents or employees.

By signing this agreement Tenant agrees to all the terms of this Short-term Rental Agreement, and the House Rules attached as Exhibit A as evidenced by the signatures set forth below.

Landlord:
Dianne Rice-Hansen and Brian Hansen

Signature

Date

Tenant
Signature _____

Date: _____

HOUSE RULES

We kindly ask you to follow these House Rules

- Please treat this rental with respect.
- Absolutely NO Parties.
- No Smoking in the Home or Garage
- No Pets allowed in the Home
- Do not put suitcases directly on the bed coverings or other furniture, please place a towel under them.
- Please do not put tinfoil or drip pans on the bottom of the oven as it gets extremely hot, and they will burn on.
- Please do not re-arrange the furniture.
- Wipe up any spills immediately on floors, carpets, or furniture.
- Please do not wash bed comforters in the washing machine at home. The bedding must be professionally cleaned. Washing them in the equipment provided at the home will not clean them properly and can damage the equipment. We will do a monthly exchange of bedding. We can arrange a convenient time for the exchange.