**Booking Confirmation**

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Guest),

Thank you for choosing our home for your vacation. We hope that you have a pleasant stay!

The property is located at:

17 Maple Street

Peaks Island, Maine 04108

Your confirmation is as follows:   
  
**Check-in date:** Month DD, YYYY after 4:00 pm EST (No early check-in please)   
**Check-out date:** Month DD, YYYY by 11:00 am EST   
  
Number of adults: \_\_\_\_   
Number of children: \_\_\_\_

Half of one week’s rent ($800) is due immediately upon signing the attached rental agreement.

Rental rate and fees are as follows:

$ 1,600.00 per week (US) x 1 week: $1,600.00

8% ME Sales and Use Tax $ 128.00

TOTAL Rent per week: $1,728.00

The second rental payment of $800 and a security deposit of $500 (for a total of $1,300) are due on or before \_\_\_\_\_\_\_\_\_\_\_\_\_.

All payments should be made payable to: Gwen & Randy Creswell.

The payment mailing address is: Creswell, 10 Inverness Road, Falmouth, ME 04105

Please sign and return the attached rental agreement along with your deposit. As soon as we receive your full payment and the signed rental agreement, we will provide you with instructions for entry into the property, as well as other home-related tips to ensure a relaxing and enjoyable stay.

Thank you for selecting our home for your vacation; we hope that you have a safe and relaxing time!

Warmly,

Gwen and Randy

**SHORT TERM LEASE AGREEMENT**

This Short Term Lease Agreement (the “Agreement”) is made by and between Randy Creswell (“Homeowner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Guest”) (Homeowner and Guest, together, the “Parties”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at: 17 Maple Street, Peaks Island, Maine 04108.

The property is furnished and includes use of all appliances and accessories (washer, dryer, range, refrigerator, coffee and espresso makers, linens, and towels). No use of Homeowner’s power equipment (lawn mower, weed trimmer, power clippers, etc.) is permitted.

2. Rental Party. The rental party shall consist of Guest and the following (up to a total of six) persons:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Maximum Occupancy. The maximum number of guests is limited to 6 persons. Unless otherwise agreed to in writing by the Parties, the exceeding of the maximum number of guests on the Property shall constitute an event of default of this Agreement and entitle Homeowner to take immediate possession of the Property.

4. Lease Term. The lease begins at 4:00 p.m. (EST) on \_\_\_\_\_\_\_\_\_\_\_\_ (the “Check-in Date”) and ends at 11:00 a.m. (EST) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Checkout Date”).

5. Minimum Stay. The Agreement for the Property requires a 7-night minimum stay unless otherwise agreed to in writing by the Parties.

6. Rental Rules. Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at and on the Property, and Guest shall cause all members of the rental party and anyone else Guest permits on the Property, to abide by the following rules at all times while at the Property.

7. Access. Guest shall allow Homeowner access to the Property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees.

* 1. Deposit. A security deposit of $500 is required to rent the Property.
  2. The Deposit is for security and shall be returned within 7 calendar days of the Checkout Date, provided no deductions as a result of:
     1. damage to the Property or its furnishings, appliances, accessories or other property;
     2. dirt, staining, or other mess requiring excessive cleaning;
     3. missing items, furnishings, appliances, accessories, or other personal property of Homeowners from the Property; or
     4. any other costs incurred by Homeowner due to Guest’s stay.

***If the Property and its premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.***

c. Rental Rate and Sales Taxes. Payment in full of the following rent and Maine Sales and Use Tax shall be due 60 calendar days prior to the Check-in Date:

$ 1,600.00 per week (US) x 1 week: $1,600.00

8% ME Sales and Use Tax $ 128.00

TOTAL Rent per week: $1,728.00

9. Cancellation Policy. If Guest wishes to cancel the reservation, the security deposit will be returned and rent will be refunded as follows:

100% if cancelled 60 calendar days or more prior to the Check-in Date

50% if cancelled 31-59 calendar days prior to the Check-in Date

0% if cancelled less than 30 calendar days prior to the Check-in Date

10. Payment. Acceptable payment methods are personal or bank check, made payable to “Gwen and Randy Creswell,” and mailed to 10 Inverness Road, Falmouth, ME 04105.

11. Permitted Use. Guest shall use the Property only for private, single-family vacation or holiday purposes. Guest shall not conduct sales of any sort or any other business operations from the Property. Guest agrees that Guest will not engage in any illegal activities on the Property and that Guest will not allow guests, invitees, and licensees to engage in illegal activities on the Property. Guest shall not use or occupy the Property in any manner or for any purpose which would injure the reputation or impair the present or future value of the Property. Guest shall not keep anything on the Property (including firearms and/or other weapons) which is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard.

12. Pets. Guest may not house or allow any pets on the Property, even temporarily, due to the Homeowner’s children’s allergies.

13. Noise. Guest is entitled to the enjoyment of the Property, subject to the provisions of this Agreement. Guest will refrain from making loud noises or creating disturbances, and will keep the volume of music and broadcast programs at a moderate or low level so as not disturb neighbors or any surrounding property.

14. No Smoking. Guest shall not smoke in or on the Property, and shall prevent Guest’s guests, invitees, or licensees from doing so.

15. Surrender.Upon the expiration or termination of the tenancy, *i.e.,* the Checkout Date, Guest shall vacate the Property and all personal property that does not belong to Property shall be removed from the Property. In the event that Guest does not vacate by the Checkout Date, Homeowner reserves and specifically preserves the right to seek and obtain from Guest the full rental rate ($1,600) for the 1-week period immediately following the Checkout Date, as well as any and all other damages, costs, expenses, lost rents available and recoverable by Homeowner against Guest pursuant to applicable law.

16. Legal Construction.

* 1. If any portion of this Agreement is found to be contrary to any local, state, or federal law, such portion shall be null and void, as if it had never appeared in the Agreement, and the Agreement shall be read as originally written to the fullest extent possible, omitting only the specific portion that is unlawful. The validity of any other item in this Agreement shall not be affected.
  2. All rights and remedies given to Homeowner or Guest under this Agreement shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.
  3. Waiver or acquiescence by Homeowner in any default or breach by Guest, or failure of Homeowner to insist upon strict performance by Guest of any covenants, conditions or agreements in this Agreement shall not constitute a waiver of the subject default or breach, except to the extent expressly set forth in writing, or any subsequent or any other default or breach, whether similar or dissimilar.
  4. Guest’s covenant to pay rent is and shall be independent of each and every other covenant of this Agreement.
  5. Plural references made to the parties involved in this Agreement shall be deemed to apply to the singular, and singular references shall be deemed to apply to the plural as appropriate.
  6. Homeowner and Guest agree that this Agreement and the attached Exhibit A constitute the entire agreement of the parties and that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.
  7. This Agreement shall be governed by the internal laws of the State of Maine, without regard or reference to any other conflict of laws principles.

The Parties agree to the terms of this Short Term Lease Agreement as evidenced by the signatures set forth below.

Homeowner Guest

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Randy J. Creswell Name (print):

Date: Date:

Phone # (207) 272-0915 Phone # (during stay)

**Exhibit A**

**RENTAL RULES**

1. Smoking is NOT allowed.

2. People other than those in the Guest party set forth above may not stay overnight in the Property. Any other person in the Property is the sole responsibility of Guest.

3. 17 Maple Street, Peaks Island is privately owned. The Homeowner is not responsible for any accidents, injuries or illness that occurs while on the Property. Homeowner is not responsible for the loss of personal belongings or valuables of the Guest. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the Property or others whom they invite to use the Property.

4. Keep the Property and all furnishings in good order. Please do not rearrange the furniture on the premises as the movement of the furniture damages the floor and prevents the Homeowner from efficiently and expeditiously readying the premises for new guests upon the expiration of the lease term.

5. Only use appliances for their intended uses.

6. Pets are NOT allowed.

7. Parking is limited to 1 vehicle.  Vehicles are to be parked in designated parking areas only or on the public street.

8. There is no daily housekeeping service. While linens and bath towels are included on the Property for use by the Guest, daily maid service is not included in the rental rate. Homeowner does not permit towels or linens to be taken from the Property other than the beach towels.

9. No refunds will be given for storms or any other weather or weather event.

10. We ask that Guests leave nuts and nut products at home due to Homeowner’s children’s allergies. If by mistake nuts do come into the Property, we ask that Guests simply let Homeowner know so we can take extra precautions.