Registration Form / SHORT TERM LODGING AGREEMENT

Sea Spray Cottages LLC
c/o Shirley W Greer, Member
Cottages Address: 303 Long Beach Ave, York, ME 03909
Mailing Address: 145 Scituate Road, York, ME 03909
Email Address: vacation@seaspraycottages.com
Tel: 207-351-1237

Lodger:

Name _____

Street Address _____

City_____State_____ Zip_____Tel. cell _____

Email _____

The Lodger named above and only the following additional occupants/guests:

Name_____Address_____Age____

Name_____Address_____Age____

Name_____Address_____Age____

Name_____Address_____Age____

Name_____Address_____Age____

Name_____Address_____Age____

Name_____Address_____Age___

Lodging Property/Number of Guests Allowed/Location:

☐ Sea Bright up – (8 guests or less) – 303 A Long Beach Ave, York, ME

☐ Beach Plum up – (6 guests or less) – 303 B Long Beach Ave, York, ME

☐ Beach Plum down – (6 guests or less) – 303 B Long Beach Ave,York, ME

☐ Sea Breeze – (5 guests or less) – 303 C Long Beach Ave., York, ME

Two (2) parking spaces are allowed for the Sea Bright (only)

One (1) parking space is allowed for all other units:

Beach Plum up, Beach Plum down & Sea Breeze

Arrival Date: _____ Departure Date: _____

Check-in is no earlier than 2PM and no later than 5PM
Check-out in no later than 10AM

Lodger wishes to lease from Owner, and Owner wishes to lease to Lodger, the Property on the following terms and conditions, which, when signed by both parties, shall constitute a legally binding short-term lease agreement:

1. **Lodging Period and Occupancy.**
The lodging period will begin: **2 PM** on Saturday Date_____
The Lodging period will end: **10 AM** on Saturday Date_____
The Property will be occupied only by the Lodger and guests disclosed above, being not more than number of persons allowed in the cottage.

2. **Lodging Fee.** The Lodger agrees to pay Owner a lodging fee for the lodging period equal to the current weekly rate times the number of weeks rented. This shall be paid to the Owners as follow: a partial payment upon signing this Agreement, and the balance of the lodging fee is due before check-in or commencement of the lodging period. If any portion of the lodging fee is not received by Owner when due, Owner may, in its sole discretion, terminate this lodging agreement and retain any amounts received from Lodger. This shall be Owner's sole remedy for Lodger's breach of payment obligations under this Agreement.

The payments may be cash, personal or bank check or credit card. ***Cash or bank checks are preferred.*** Credit Card payments may be made Online. If Lodger pays by check, Lodger should make checks payable to Sea Spray Cottages,LLC and mail it to the following address:145 Scituate Road, York, Maine 03909.
No form of digital currency will be accepted.

3. **Deposit.** The Lodger must pay, at the time of the reservation, a deposit of **$1,500 for on-season weeks or $1,000 for off-season weeks.**($500 of this deposit is non-refundable.**)** The Lodger must leave the Property as found at the commencement of the lodging period, and to ensure compliance with the Rules discussed below. The Owner may charge an additional fee to cover costs related to breach of this Agreement, including without implied limitation, costs of unreasonable extensive cleaning and/or repairs. Owner may require Lodger to provide Owner with a credit card authorization equal to the amount of the rent, which card may be verified by Owner to be chargeable, but which card will not be charged unless, cleaning and/or repairs are needed, in which event Lodger does hereby authorize such credit card charge.

4. **Additional Charges**
One additional child, between the ages of 3 and 12 years, is allowed for a $20 per night fee. (Children 2 years and under stay free.)

5. **House Rules/Owner Access.** Occupancy of the Property is subject to Lodger's compliance with the House Rules attached as Exhibit A and made a material part of this Agreement. Violation of the House Rules shall be a breach of this Agreement and in the

event of such breach, Owner shall have the rights and remedies described in the Default provision below. Owner and Owner's agents shall have the right to access the Property upon reasonable prior notice (except in the case of emergency, in which case no prior notice shall be required) to inspect, show or repair the Property.

- Smoking and Vaping is prohibited on the Property.
- The Property shall be used only as a single-family residence.
- All of those named as Lodger shall be jointly and individually responsible for compliance with the terms of this Agreement.
- Lodger shall not permit the Property or any part thereof to be used for:
    1. Parties or events.
    2. The conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance on the Property
    3. The creation or maintenance of a nuisance, including excessive noise
    4. Anything that is against ordinances, codes, regulations or rules of any public authority at any time applicable to the Property
    5. Any purpose or in any manner that will obstruct, interfere with, or infringe on the rights of others in the area of the Property or tend to injure the reputation of the Property
    6. Illegal activity existing under any state or federal law by Lodger, Lodger's family or a guest of Lodger.

If Lodger's actions pose an immediate threat to the health or safety of other occupants of the building on the premises or the Owner's employees, or to the physical structure of the Property, then the Agreement can be immediately terminated, without prior warning.

5. **Utilities and Sales Tax.** The lodging fee includes 9% Maine State Lodging Tax. The lodging fee also includes all charges for electricity, water, sewer, Internet and streaming television.

6. **Care of Property and Indemnification**. The Property is supplied with top bedding, bath mats, dishes, eating utensils, cooking utensils, and kitchen appliances. Lodger shall maintain the Property in the same condition as found upon their arrival.
There will be reasonable use and wear only accepted, and Lodger shall leave the Property including the grounds in a clean, neat and sanitary condition at the end of the lodging period. Before vacating the Property, Lodger will leave the top bedding, bath mats, dishes and other similar furnishings in good condition and in the proper place. Lodger agrees to pay Owner for the costs of restoring any damage to the Property, including furnishings and grounds. Lodger agrees to indemnify and hold harmless Owner from any loss, damage, claim, demand, suits, judgments or liabilities that Owner may incur, and any costs or expenses to which Owner may be put, including fees of counsel selected by Owner to enforce this Agreement or defend itself against the same, arising from the Lodger's use of the Property.

7. **Holdover.** Lodger acknowledges that Owner is relying on Lodger to promptly vacate the Property at the end of the lodging period to allow inspection and preparation of the Property for the next occupant. Lodger shall be liable to Owner for losses, costs and damages, including attorneys' fees and court costs and loss of rent, suffered or incurred by Owner due to Lodger's failure to vacate the Property in accordance with the Agreement, time being of the essence. In addition, Lodger shall be liable to Owner for rent, over and above the rent set forth above, in the amount of $1,000 per day for each day or part thereof Lodger or Lodger's occupant's or property remains on the Property after the end of the lodging period.

8. **Default.** Owner shall have all remedies available at law or in equity in the event that Lodger violates this Agreement. Without limiting Owner's rights and remedies under the law, Lodger acknowledges and agrees that Owner may, upon Lodger's default, breach or failure to perform under this Agreement, have the right to immediately evict or remove Lodger and Lodger's occupants and personal property from the Property as trespassers pursuant to 30-A-MRS Section 3838. Lodger acknowledges that this Agreement is a license and not a lease and may be revoked and terminated at any time in the reasonable discretion of Owner. Notice of revocation of this license by Owner may be accomplished by any means including written notice delivered to Lodger at the Property. Lodger agrees to immediately vacate the Property upon receipt of notice of revocation of this license or termination of this Agreement.

9. **Miscellaneous.** Time is of the essence. This is Agreement is governed by Maine law. Lodger agrees to notify Owner immediately of any damage to or dangerous conditions on the Property. Lodger may not assign this Agreement to others. Lodger may not sublet the Property and breach of this covenant shall result in immediate eviction with no refund of monies paid. If the Property is substantially damaged or destroyed such that Lodger is unable to occupy the Property during the lodging period, Owner shall refund Lodger lodging fees and this Agreement shall terminate.

Read and Agreed to:
Lodger: Lodger's Name

_____Date _____

Owner:
Sea Spray Cottages LLC
By: Shirley W Greer, Manager

_____Date _____

EXHIBIT A
HOUSE RULES
Sea Spray Cottages LLC, 303 Long Beach Ave, York, MAINE

- **LIMITED NUMBER OF OCCUPANTS.** Lodger shall not allow more than the total number of occupants listed on this Agreement to occupy the Property. Lodger renting the Beach Plum up, Beach Plum down, or Sea Breeze shall park only one passenger vehicle in the assigned parking space located on the Property. (Lodger renting the Sea Bright may park two passenger vehicles in the assigned spaces on the Property.) No campers, motor homes, RV's or tents are allowed on the Property. Violation of these conditions shall result in immediate eviction, with no refund of monies paid.

- **PETS.** No dogs, cats or other pets shall be allowed on the Property. If Lodger allows pets on the Property, Owner may immediately evict Lodger and Lodger shall forfeit any rent paid and remain liable to Owner for the costs of clean up.

- **NO SMOKING or VAPING ALLOWED. Smoking or vaping is prohibited on the Property.**

- **Check in after 2 PM and before 5 PM. ~ Check out at 10 AM. NO LATER!**

- **NO PARTIES or EVENTS ALLOWED.** Rude, loud or inappropriate behavior is not allowed.

- **FIRES/GRILLING**. No outdoor fires of any kind. No Grilling of any kind is allowed on the Deck or Porch. (If you are using a grill outside, it must be placed on the ground away from the building.)

- **FIREWORKS.** No Fireworks of any kind are allowed on the Property including "Sparklers".

- **PLAYGROUND EQUIPMENT**. Playground equipment will be used at your own risk.

- **TRASH HANDLING**. Lodger is responsible for leaving the Property in good order before departure. Lodgers shall leave all doors and windows closed and make sure the heat, AC and lights are turned off at checkout. Lodger shall place trash in plastic bags and dispose of in the dumpster located on the Property. Before check-out, Lodger shall:
    - Return furniture to the place found upon at check-in.
    - Remove all food from the Property.
    - Wipe clean all appliances and counter tops.

- **CLEANING**. The Property shall be left in the same good condition as found on the first day of occupancy. Lodger shall dispose of trash in plastic trash bags in the dumpster, empty refrigerator, making sure dishes, pots and pans and utensils are clean and put away. The house needs to be generally tidy and ready to be cleaned, dusted and sanitized.
  I have read and agree to requirements regarding House Rules, Trash Handing and leaving the property in the same good condition as found on the first day of occupancy before check-out at 10AM.

  _____ (Please Initial)

Also....

1. **THEFT.** Owner is not responsible for lost, damaged or stolen personal property belonging to Lodger or occupants during or after lodging term.

2. **CANCELLATIONS/REFUND POLICY.** Cancellation of the lodging creates additional work for the Owner. If the Lodger cancels the reservation 60 days before the scheduled arrival, the Lodger will receive a $1,000 refund. for on-season weeks or $500 for off-season weeks ($500 of your deposit is NON-REFUNDABLE). If Lodger cancels after 60 days before your scheduled arrival, you will NOT receive any refund. Owner shall have no duty to refund any portion of the deposit paid but may do so in its sole discretion.

3. **KEYS(S).** Owner will provide Lodger with keys to the Property at check-in after any balance due is paid. Keys will be left on the table inside the cottage upon check-out. Owner will charge Lodger a fee of $25 for missing or unreturned keys and may use any security deposit to cover this cost.

4. **SALE OF PROPERTY.** Lodger acknowledges that Owner reserves the right to sell the Property, and if Owner does so, this agreement will be binding on the purchaser OR Owner will refund all rent payments received from Lodger and terminate the lodging agreement in Owner's sole discretion and without further recourse by Lodger.

5. **MECHANICAL & APPLIANCE FAILURE.** Owner will use its best efforts to have mechanical (water, sewer, electrical and plumbing) and appliance failures corrected as soon as possible after notice by Lodger to Owner, but Owner cannot control the scheduling of contractors. NO REFUNDS will be made for mechanical or appliance malfunctions or failures. Owner shall have the right to inspect and make repairs during the lodging period. Lodger will be charged for unnecessary contractor services or contractor services caused by Lodger's carelessness.

6. **VIOLATION OF TERMS OR CONDITIONS OF OCCUPANCY.** Lodger acknowledges that violation of any of the terms and conditions of the Agreement, House Rules, or any ordinances or other applicable laws, may result, in the sole discretion of the Owner, in the immediate eviction of the Lodger and other occupants, without refund, and possibly subject to a charge against any security deposit, or a supplemental charge if the amount of damages suffered by Owner exceeds the security deposit amount

_____ **(Please Initial)**