

Vacation Lease

This Lease Agreement (this "Lease") is dated _____, by and between Bogeyland, LLC ("Landlord"), and _____ ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Bogeyland Lodge (the "Premises") located at 127 Naples Road, Harrison, Maine 04040.

TERM. The Tenant will have full control and use of the Premises beginning on _____ at 11:00a.m. and will terminate at 11:00a.m. on _____.

LEASE PAYMENTS. The total rental payment owed for this Lease is \$10,000.00 plus applicable taxes payable in advance. A nonrefundable deposit of \$5,000.00 plus a \$1,000.00 security deposit shall be paid upon booking in order to reserve the Tenants reservation. Said deposit will be applied to the total rental payment. The balance of \$5,000.00 plus taxes is due and must be delivered to the Landlord by _____. Lease payments shall be made to Bogeyland LLC at 66 Cross street, Beacon, New York, 12508 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,000.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Security deposit will protect owner against damage or theft to the property and timely return of the door key. Deposit will be returned after Renter vacates property if the Property is not damaged, no theft has occurred, and key has been returned. Deposit may be applied by Landlord to satisfy damage repairs caused by Renter or to replace stolen items and such act shall not prevent Landlord from claiming damages in excess of the deposit. The Tenant is held financially responsible for damages to the Rental Property, whether made by themselves, their family, and another guest in their group or invitee.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant.

MINIMUM STAY. This property requires a 7 night minimum stay. Longer stays may be arranged at the discretion of the landlord.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant will maintain the premises in good order and appearance including keeping the premises free of trash and garbage.

Due to the COVID-19 pandemic, Tenant agrees to adhere to all guidance from the Centers of Disease Control and Prevention (CDC) on COVID-19 and any local and state regulations. Local and state regulations can be found on the local public health department website.

OCCUPANTS. No more than 15 person(s) may occupy the Premises at any one time. All guests over the age of 1 are counted towards the maximum. Parties or gatherings exceeding the 15 person limit are not permitted. Any party falsely representing the number of people, or exceeding the maximum may be subject to immediate eviction without refund.

PETS. No pets shall be allowed on the Premises.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property. It is recommended that travel or vacation insurance is obtained by the Tenant.

NON-DISTURBANCE CLAUSE. Tenant and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes.

CANCELLATIONS. (a) If the Property becomes unavailable to the Tenant prior to occupancy, for any reason, Landlord agrees to refund the full amount paid to the date of cancellation, and Tenant agrees to release any claims against Landlord. (b) If, for any reason, the Tenant cancels this Agreement more than 31 days from the Arrival Date, Tenant will receive a refund of amounts paid, less a \$2,500.00 cancellation fee. For Tenant cancellations made 30 days or less, all monies are forfeited unless Landlord is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Landlord will refund amounts paid, less a Cancellation Fee of \$500.00. (c) There are no cancellations permitted within 7 days of Tenant Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

Cancellations related to the COVID-19 pandemic are dependent on a number of factors including: local restrictions, origin of the guest, when the booking was made, and when local officials or the CDC declare an outbreak in an area. If the cancellation is related to COVID-19, contact the Landlord.

SMOKING. Smoking is strictly forbidden on the Property. This property is a Non-Smoking Property. Evidence of smoking on the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee charges to Tenant as Excess Damage Cost and will be charged against the Tenant's security deposit at Landlord's election.

COOKING. Tenant may cook only in the specific areas set aside by Landlord for cooking. The grill must remain in its current location on the gravel pad next to the lake. No open fires are allowed other than in the grill or possibly in the campfire pit near the swimming area. Should the Tenant desire a campfire, the Tenant will obtain a written campfire permit in the Tenant's name from The Town Of Harrison Office and provide it to the Landlord prior to lighting a campfire. Campfires are permitted exclusively in the provided campfire pit and must be completely extinguished immediately after use.

CLEANING. The property will be inspected and cleaned after departure. Due to the pandemic, the property will augment current cleaning protocol to account for the changes in cleaning in adherence to COVID-19 cleaning protocols. The rental fee includes 1 supply of towels and linens and laundry service for said the towels and linens at the end of the stay. Tenant is required to leave the property in the same general condition that it was received in by making sure that the dishes are washed and put away, and the house is generally picked up and ready to be vacuumed, dusted, disinfected and laundered. The property has been cleaned in accordance with WHO and CDC recommended cleaning and disinfecting standards.

OTHER RECREATION. The following may be available from time to time on the property and grounds: all boating activities (sailing, kayaking, canoeing and the like), swimming, fishing, biking, hiking and various lawn games. Any recreational activities that occur on the premises will be permitted according to the discretion of the Landlord. All recreational activities are performed at the sole risk of the Tenant. No

liability is assumed by the Landlord. No lifeguard is on duty. All boats and flotation devices on the property belonging to the Landlord are not permitted to be used by the tenant. Tenant is to provide own flotation /safety devices.

KEY POLICY. Tenant will be issued one key to the rear kitchen door upon arrival. The keys for rooms #1-7 and the cottage are kept in the main kitchen. Tenant will use these keys to access the rooms. These keys are not permitted to be taken off of the premises. Tenant will return all keys at end of stay. Any lost /missing keys will be charged to tenant at a rate of \$40 per key.

DOCK USE. The dock is to be used for swimming, sunning and boat pick-up and drop-off. Should Tenant rent or bring a boat to the property Tenant agrees not to leave the boat tied to the dock. Tenant agrees to use the provided mooring in front of the dock for boat storage while using the dock only for boat drop-off and pick-up.

FIREPLACE USE: The fireplaces in rooms #3 and #7 are decorative only and NOT to be used at any time. The fireplace in the main lodge may be used by the Tenant at the discretion of the Landlord.

INCIDENTAL PROVISIONS. Candles: The burning of candles is not permitted at any time inside any of the buildings. Toilet Paper: Tenant will use only Scott 1000 Septic Safe Toilet Paper provided in the pantry by the Landlord. Tenant agrees not to flush feminine hygiene products, baby wipes, or any other substances other than the provided Scotts Toilet Paper into the toilets. Garbage: Garbage bin is located behind the shed. Tenant agrees to put all garbage in plastic garbage bags before putting it in the garbage cans. Tenant will use soft white LED light bulbs provided in the pantry by the Landlord to replace any blown out light bulbs.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises while under the possession and of Tenant. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

CASUALTY OR DESTRUCTION. (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Tenant, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Tenant. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Tenant and Landlord based on the following: No refund is due (or will be made) for inclement weather.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Bogeyland, LLC

66 Cross Street

Beacon, New York 12508

TENANT:

_____, _____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Maine.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using Binding Arbitration.

CAUSE FOR EVICTION. The Tenant and all parties with the Tenant will be subject to immediate eviction from the Property if the Tenant or parties of the Tenant violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, candles, noise ordinance or parking. In the event of eviction from the Property, the Tenant shall forfeit all amounts paid and there will be no refund of money.

ATTORNEY'S FEES AND COSTS. If Landlord employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Tenant, or because Tenant takes any action to recover deposits not due, Tenant shall be liable to Landlord for reasonable attorney's fees and costs incurred by Landlord.

ACKNOWLEDGMENT. The Parties hereby understand and accept the terms and conditions on all pages of this Agreement.

LANDLORD:

By: _____

Date: _____

Helene Schofield, for Bogeyland, LLC

TENANT:

By: _____

Date: _____

**VACATION LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____

Window coverings _____

Tenant:

By: _____ Date: _____

Acknowledged by Landlord:

By: _____ Date: _____

Helene Schofield, for Bogeyland, LLC