# **ACADIA YURTS**

Comfortably Close to Nature

LESSEEs: (your name here)

# **VACATION RENTAL AGREEMENT**

Lessors: Acadia Yurts, Inc.		
Property: 200 Seal Cove Rd, Southwest Harbor, ME 04679		
Rental Term: (insert date) @	4PM to (insert date) @ 10AM	
<u>FEES</u>		
Rent	\$	
9% Lodging Tax (Stay Tax)	\$	
Security Deposit	\$ 200.00 or \$ 300.00	
VRBO Service Fee	\$	
TOTAL	ċ	

(Security deposit returned within 1 week of check out, provided terms below are met)

### **TERMS OF RENTAL AGREEMENT:**

#### 1. Payment:

a. Payment received at time of booking plus \$200.00 or \$300.00 security deposit. Deposit returned within 1 week, pending bank transactions, upon satisfactory check out.

# 2. Maximum Occupancy:

- a. Maximum occupancy of 24' yurts is 4 people.
- b. Maximum occupancy of 30' yurt is 6 people.
- c. Maximum occupancy of Tiny Houses is 2 people.
- d. Occupancy may NOT exceed maximum people without lessors' consent

### 3. Conditions:

- a. LESSEE assumes financial responsibility for damages or loss caused by negligence or deliberate abuse to the structure, furnishings, appliances, landscaping, recreational equipment, and any other provided items or materials
- b. Wear and tear arising from reasonable and customary use and damage by elements are excepted
- c. Security deposit may be held to cover damages from LESSEE neglect

#### 4. Pets:

- a. Pets are permitted in Sargent & Flying Mtn Yurts. The presence of unapproved pets is cause for IMMEDIATE eviction without refund. LESSEEs are responsible for maintaining strict control of permitted pets including staying on leash, droppings clean up and disposal of any debris, and for damages caused by pets.
- b. Pet fee is \$100.00/pet/week. Please notify LESSORS' of any changes to pet travel ASAP as the pet fee may be non-refundable.
- c. The LESSEE is also responsible for maintaining STRICT control of the permitted pet's BARKING. The yurts have thin canvas walls and erratic or continuous barking can negatively affect other customers and neighbors.
- d. Pets are PROHIBITED from being on any and all furniture including but not limited to: couch, couch cushions, chairs, table, bed, pillows, and blankets. If LESSEE is found in violation of this, the FULL security deposit will be retained.
- e. Pets are also prohibited from being left alone or unattended inside the yurt for long periods of time (anything greater than an hour), if at all. If the LESSEE plans on being gone for an extended period of time without the pet, the LESSEE will use a daily kennel service (Acadia Woods Kennel 207-288-9766) instead of leaving the pet alone inside the yurt.

# 5. Utilities & Supplies:

- a. LESSORS will provide utilities appropriate to property and warrant that systems and appliances are in working order- including bed linens and towels, cooking and dishware and initial supplies of necessities appropriate to the property (toilet paper, dish soap, cleaning supplies)
- b. Additional, supplementary, or optional supplies will be provided by LESSEEs

### 6. Fires:

- a. NO SMOKING is permitted on the property. If LESSEE is found smoking on property the FULL security deposit will be retained
- b. Outdoor fires are permitted only in designated cooking appliances or containers designed for recreational fires. LESSEE will provide their own firewood.
- c. LESSEE responsible for safely extinguishing fires

### 7. Inspections & Repairs:

- a. After notification by telephone LESSORS may enter the premises during daytime hours to examine or make repairs or alterations deemed necessary
- b. In emergency situations such notice may be waived

#### 8. Habitability:

a. If premises shall, become uninhabitable or legally prohibited during the term of this contract, payments will be refunded pro-rated, unless said condition is caused by action or inaction by tenant and/or guest of tenant

#### 9. Cancellations:

- a. If LESSEES are unable to take tenancy for any reason PRIOR to 30 days from check in, monies received up to the amount prepaid, will be refunded to the original LESSEE LESS THE SECURITY DEPOSIT AND VRBO SERVICE FEE.
- b. If LESSEES are unable to take tenancy (or requests a date change) for any reason WITHIN 30 days from check in, reasonable efforts to re-lease the premises will be made by Acadia Yurts, Inc and monies received through re-leasing, up to the amount prepaid, will be refunded to the original LESSEE LESS THE SECURITY DEPOSIT AND VRBO SERVICE FEE. If the cancelled term is not successfully booked to new LESSEEs, prepayments received under this contract shall be retained as liquidated damages.
- c. The LESSEES may request a one-time date change (PRIOR to 30 days) subject to LESSORS approval, availability and rates. If LESSEE modifies their reservation dates and later requests to cancel said reservation, any and all prepayments received under this contract shall be retained as liquidated damages.

# 10. Risk & Liability:

a. Risks, such as proximity to water, uneven footing and use of equipment or other risks may be present; LESSEES agree to assume such risks and take reasonable precautions to prevent injury to themselves, minors, guests or others and to hold lessors, You & Me LLC and Acadia Yurts, Inc. harmless from any claims for injury and/or damage, to the full extent permitted by law and to indemnify lessors, You & Me LLC and Acadia Yurts, Inc. from associated legal expenses. Please report unsafe or deficient conditions to Aaron Sprague or Karen Roper.

### 11. Covid-19 Policies:

- a. Reservations that are cancelled within 30 days to check in due to COVID travel restrictions or testing will not be refunded, except where governmental travel restrictions change after reservation to prohibit the LESSEE from staying. In that case guests may:
  - Move the reservation to another available date within 18 months with no penalty;
  - ii. Hold a flexible credit for another available date within 36 months with no penalty;
  - iii. Receive a full refund.

## 12. Quiet Hours:

- a. 10 PM to 8 AM
- b. LESSORS will maintain peace and quiet, suitable to the location of the premises at all times

### 13. Departure Instructions:

- a. Used dished, cookware, and equipment will be washed and stored
- b. Counters and tables wiped clean using supplies provided
- c. Trash bagged and placed securely in trash containers (located on site map as "Trash & Compost")
- d. Returnables placed in indicated bin (inside Red Barn)
- e. Floors broom cleaned and moved furniture put back in place (avoid scratching furniture and floors when moving furniture)
- f. Used bed linens stripped and piled in bathroom. Used towels placed in pile
- g. Return keys to lock box provided on unit and leave entry doors open

### 14. Additional Fees:

- a. Early arrival/late departure- \$25.00/hour
- b. Extra cleaning due to excessive use and/or not adhering to the Departure Instructions (See Item #12)- \$25.00/hour
- c. Pets-\$100.00/pet/week
- d. Mid week tidy up (available upon LESSEES request)- \$50.00
  - i. Includes new bed & bath linens; vacuum vacant floor space
- e. Mid week deep clean (available upon LESSEES request)- \$100.00
  - i. Includes new bed & bath linens; vacuum/mop vacant floor space; Wipe vacant kitchen/bathroom counters; clean toilet/shower; restock toilet paper/paper towels/kitchen sponge/dish towels

If you agree to the terms of this rental agreement please sign & date below:

LESSEE	LESSOR
LESSEE (print & date)	LESSOR (print & date)