

Lease Agreement

This Lease Agreement (the "Lease") dated _____, 200__ is between **PT PROPERTIES, LLC** ("Lessor"), a Maine limited liability corporation, with offices at 112 Foreside Road, Falmouth, ME 04105 and

Lessee: _____
Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
of adults: _____; # of children _____

1. **Term.** The Term of this Lease shall be ____ week(s), starting _____, 200__ and ending _____, 200__. The Premises will be ready for occupancy at 4:00 PM on the beginning date of the Lease and must be vacated by 10:00 AM on the ending date of the Lease. Lessee agrees to strictly adhere to the departure policy herein. Lessee may be assessed a late departure penalty equal to the equivalent of a day's rent for Lessee's failure to vacate the Premises in accordance with the terms of this Lease.

2. **Premises.** The Premises are located at: 1172 Main Street, Somesville (Mount Desert), Maine 04660 and the telephone number is (207) 244-4325.

3. **Rent.** The Rent is \$_____ per week, plus a 7% state of Maine lodging tax for total Rent of \$_____ payable as follows:

- Rent Deposit: 50% of total rental (including lodging tax) is payable within 7 days of signing the Lease;
- Rent Balance: 50% of total rental (including lodging tax) is due 30 days prior to beginning date of Lease.

Please make checks payable to PT Properties, LLC and send to: **PT Properties, LLC, c/o Tony Smith, 1165 Main Street, Mount Desert, ME 04660.**

4. **Security Deposit:** A Security Deposit in the amount of \$500 is payable at the time the Rent Deposit is due which will be returned by the Lessor after verification of long distance telephone expenses incurred by Lessee, less any amount deducted for damages, non-returned keys, excessive cleaning charges and long distance telephone expenses incurred by Lessee.

5. **Utilities:** The Lessor will provide water, heat, electric, trash removal, local telephone usage and cleaning services prior to arrival of Lessee. Lessee is responsible for all long distance calls made during tenancy.

6. **Restrictions:** No pets and no smoking are permitted inside the buildings.

7. **Accommodations:** Three bedrooms and one and one-half baths in the cottage and one bedroom and three-quarters bath in the guesthouse. Lessor supplies linens for bed and bath and kitchen utensils.

8. **Conduct of Lessee.** Lessee assures the Lessor that the tenants will observe all conditions and terms of this Lease including maintaining the Premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.

9. **Violation of Lease by Lessee.** Lessee assures the Lessor that any tenant who violates any of the terms of this Lease shall be immediately denied occupancy and Lessee shall continue to be responsible for Rent for the full term and shall remedy any damages or other expenses incurred by Lessor which are caused by the tenant and/or the tenant's guests or invitees.

10. **Compliance with Applicable Laws.** Lessee agrees that any tenant who is found using illegal drugs or allows others to use such drugs on the Premises will be immediately denied continued occupancy of the Premises. Lessee and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the Premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the Premises.

11. **Maintenance of Premises.** Lessee agrees that during the term of this Lease and such further time as he/she occupies the Premises, he/she will keep the Premises clean and free of trash, garbage, and other waste; and maintain furniture, fixtures, furnishings, appliances and other equipment in the same condition as at the beginning of the Lease, including any improvements made during the term of the Lease, reasonable wear and tear and damage by unavoidable fire and casualty the only exception.

Lessee agrees to leave the premises in a neat and orderly fashion with a minimum of soiled laundry (i.e., one day's usage), all used beds stripped of linens, all dishes washed and put away and carpets vacuumed and floors swept. Failure by Lessee to leave Premises in such condition will result in excessive cleaning charges equal to \$30 per hour which will be deducted from the Security Deposit.

12. **Indemnifications.** Lessee agrees to indemnify and save Lessor harmless and to defend Lessor and its members from and against any and all liabilities, claims, suits, damages, costs (including court costs, attorney's fees, and costs of investigation) and claims of liability, and actions of any kind arising or alleged to arise by reason of any injury (including death) to any person or damage to or loss of any property whatsoever occurring in, on, or about the Premises or any part thereof, including, without limitation, all liability, loss, damage or injury arising from any nuisance or harm made or suffered on the Premises by the Lessee, tenants, or guests or from any act, carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the Premises, even if such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to the concurrent negligence of Lessor or its members. The provisions of this paragraph shall apply to all activities of Lessee with respect to the Premises, whether occurring before or after the expiration or termination of this Lease.

13. **No Alterations.** Lessee agrees that he/she shall not paint or make alterations to the Premises, including changing existing locks or adding new ones, without Lessor's prior written consent.

14. **Keys to Premises.** Lessee agrees that he/she will keep all doors to the Premises locked when not on the Premises. Lessee is responsible to return all keys to the Premises to Lessor or its agent. Lessee shall owe to Lessor \$50 for each full set of keys not returned to Lessor which amount Lessor may deduct from the Security Deposit.

15. **Lessor Access to Premises.** Upon not less than 24 hours notice, Lessee shall make the Premises available to Lessor or his agent for purposes of making necessary or convenient repairs and to show the Premises to prospective tenants. In an emergency, Lessor or his agent may enter the Premises at any time without securing prior permission from Lessee.
16. **No Assignment or Subletting.** Lessee may not let, sublet or assign this Lease for all or any part of the Premises without prior written consent of Lessor.
17. **Abandonment.** If Lessee abandons or vacates the Premises, Lessor may at his option terminate this Lease, enter the Premises and remove and dispose of all property.
18. **Attorney Fees.** In the event that any action shall be commenced by either party arising out of, or concerning this Lease or any right or obligation derived therefrom, the prevailing party shall be entitled to receive attorney's fees in addition to all relief at law or equity.
19. **Remedies of Lessor.** Lessor may terminate this Lease in the event of a violation of any provision of this Lease by the Lessee in the manner and as provided by law.
20. **Full Payment.** Notwithstanding any Lessee cancellation of the Lease, Lessee assumes full responsibility for fulfilling the terms of the Lease for the period stated and assures the Lessor full recourse for the payment of any amount outstanding from the total amount due in accordance with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the Lessee.
21. **Remedies of Lessee.** Notwithstanding anything in this Lease to the contrary, in the event this Lease is not consummated because of non-performance, default or breach by Lessor (collectively herein called "Lessor's Default"), then Lessee may, as its exclusive remedy, terminate this Lease and recover the Security Deposit (subject to Paragraph 4 of this Lease) and any Rent attributable to the term of the Lease remaining following Lessor's Default, upon which termination Lessor shall have no further obligation or liability to Lessee.
22. **No Refund if Lessee Cancels.** In the event of any Lessee cancellation of this Lease, refund of any Rent received by the Lessor will be made only to the extent that a tenant is found to occupy the vacated time reserved under this Lease at the full amount of the Rent due under this Lease. In the event that Lessor has not received the full amount due under the terms of this Lease, Lessor may use the Security Deposit to offset against any amount due and outstanding under this Lease. Lessor is under no obligation to find a new tenant to occupy the Premises for the vacated time reserved under this Lease.
23. **Maximum Number of Occupants:** The Premises are to be occupied by no more than eight (8) persons. Violation of this provision subjects Lessee to penalties required which are necessary to protect the Premises from excessive wear and tear. Violation of the maximum occupancy provision may result in excess wear and tear which is difficult to quantify. Therefore, in the event Lessee allows the Premises to be occupied by more than eight (8) persons, Lessee shall be responsible to pay Lessor the sum of fifty (\$50) dollars per person per day for each person in excess of eight (8) persons for each day the Lessee allows the Premises to be occupied by more than eight (8) persons.

LESSEE:

Date: _____, 200__

Printed Name: _____

LESSOR:

PT Properties, LLC, a Maine LLC

By: _____

Date: _____, 200__

Name: _____

Title: _____