

Sunset Lodge
2 Sunset Lane, Jefferson, Maine 04348



www.sunsetlodge.org

This Lease Agreement is a legally binding Contract. Please review the following terms carefully before signing.

Contact:

- Sunset Lodge Partners LLP, 920 Shattuck Ave., Berkeley, CA 94707
(510) 524-5277
Email: vickiewl@pacbell.net

LODGE NORTH (3 bedrooms)	<input type="checkbox"/>
LODGE SOUTH (2 bedrooms)	<input type="checkbox"/>
BIRD'S NEST CABIN (1 bedroom)	<input type="checkbox"/>
TREE HOUSE CABIN (1 bedroom)	<input type="checkbox"/>
LAKESIDE CABIN (3 bedrooms)	<input type="checkbox"/>
JUDY'S CABIN (3 bedrooms)	<input type="checkbox"/>

Names of LESSORS (owners): Sunset Lodge Partners LLP

Name of LESSEE (Tenant): _____

Address _____

Home phone _____ cell phone _____

Email _____

OCCUPANCY WILL BE BY NO MORE THAN 260 INDIVIDUALS.

PREMISES LEASED: Land and Rental Units at Sunset Lodge, Jefferson, Maine (owned by LESSORS) for the wedding of _____ on _____.
Terms of this agreement include those listed in the attached addenda.

TERM OF LEASE: From 4 pm on _____, 2017 until 11:00 AM on _____, 2017 (one week) at a price of \$8,000.

BOAT RENTAL (optional) \$300.00 per week

(8 boats: 2 double kayak, 3 single kayaks, 2 canoes, 1 Sunfish sailboat (if you know how to sail, and agree to return it in the condition in which you found it. Damage to the boat will be repaired and charged to your security deposit)).

June 27, 2016

Sunset Lodge
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+ 9% MAINE TAX: _____

+ REFUNDABLE SECURITY/DAMAGE DEPOSIT: \$1500.00

A rental deposit of \$1,500 (your security deposit) is due with the return of this lease. Please note: we must receive a signed lease and full reservation deposit to hold reservations.

Sheets and towels are not included in the rental fee. They may be rented for \$200 from our property manager, pay them directly when you arrive. If you would like to reserve sheets and towels for your stay, please check here

PAYMENT CALCULATIONS:

Basic Rental Amount: \$8,000.00

Boat rental (\$300 + Tax optional) _____

9% Maine tax: \$720.00

Refundable Security/Damage Deposit \$1,500.00

Cleaning Fee \$200.00

Additional on-site supervisory staff and security fee \$250.00

GRAND TOTAL DUE (with deposit): \$10,670.00

Total due with contract:

\$1,500 Deposit \$ _____

Due January 1, 2017: 50% of Basic Rental Amount \$ _____

Remaining 50% of rental amount (+ tax and fees) due 45 days prior to occupancy (_/__/2017) \$ _____

All remaining balances, which include the remaining term rent, plus current state lodging tax, security deposit, and any additional fees (if applicable), are due 45 days prior to occupancy. Your final balance due date is _____. Please make a copy of this agreement for your records. If balances are unpaid at due date, reservations will be removed and no refund provided.

Sunset Lodge
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Please make checks payable to: Maine Sunset Lodge Partners LLP and mail to: Vickie Leonard, 920 Shattuck Ave., Berkeley, CA 94707. There will be a \$35 penalty for returned checks.

Combinations to lockboxes, directions to cabins, and other information will be sent upon receipt of final balance payment.

SECURITY DEPOSIT: The security deposit in the amount of \$1,500.00 shall be due and payable with contract. If the owner or the owners' agent determines that the premises was not left in a clean and acceptable condition, that damage has occurred, or if any provision of this agreement has not been met, then the owner reserves the right to retain all or a portion of the security deposit.

The security deposit may be utilized by the LESSOR to repair any damage done by the LESSEE (exclusive of normal wear and tear) and to secure performance of all of the conditions of this lease, including but not limited to sums or labor expended by LESSOR in removing from the rental unit articles abandoned by the tenants such as trash; sums required to be expended by the LESSOR to return the rental unit to a habitable condition; the costs of storing and disposing of unclaimed property; for nonpayment of rent or other charges which the LESSEE was required to pay directly to the LESSOR; and extraordinary cleaning. Penalties may be assessed for late check-out or late key return, smoking where not permitted; having a pet in residence without permission, inadequate departure cleaning, or damage. If this happens, we will notify you in writing, and will provide a detailed description of the penalty issue(s), and the associated costs.

In the event that all the conditions of this lease are complied with, the security deposit shall be returned to the LESSEE within 30 days of the termination of this lease. In the event the LESSOR intends to retain the security deposit or any portion of it, the LESSOR will provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it and will forward with that written statement full payment of the difference between the security deposit and the amount retained. Any such notice will be mailed to the address of the LESSEE as stated above.

CARE OF PROPERTY: LESSEE shall use the property in a careful and proper manner and shall comply with any and all regulations relating to the possession or use of said property. You agree to not use the rented property for large gatherings, reunions or special events such as weddings, receptions, etc. without explicit prior written agreement with Sunset Lodge Partners. (See Addenda for terms of this rental for your wedding event on Saturday, October 4th.) You agree to not exceed the maximum resident occupancy of the rented property. You agree to abide by prohibitions about pets. You agree that fireworks will not be set off from this location, nor will there be any firearms discharged. You also agree that the premises will be left in a neat, clean and orderly condition upon your departure, ordinary wear and tear excepted, and that

Sunset Lodge
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you will perform normal housekeeping on a day-to-day basis. In the event that you violate these provisions, you agree to forfeit all or part of your security deposit and to pay all reasonable damages that may have resulted from the violation.

- Smoking is not permitted in buildings. No outdoor bonfires are allowed except as permitted by law and in the designated, pre-established fire pits provided.
- Tenants take out trash and put in covered containers provided.
- Motorboats are not permitted to be moored to the dock or beached but can be attached to the available moorings. The moorings are for your use. Sunset Lodge Partners is not responsible for damage incurred to boats moored on the Lodge moorings.
- Parking is permitted in designated area of parking lot only. No vehicles allowed on the lawn.
- Pets are not allowed in the rental property.
- No use of pesticides other than those applied to one's body are allowed.

At Checkout, keys are to be left on the premises. Charge for lost keys is \$15.00

INDEMNITY OF LESSORS and AGENTS, if any: This agreement is made on the express condition that the LESSOR and agents, if any, is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including LESSEE, property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement or any extension thereof, and LESSEE hereby agrees to hold LESSOR and agents, if any, harmless from any liability, loss, cost, (including without limitation, attorney's fees) or obligation on account of or arising out of any such injuries or losses however occurring.

LIMITATION OF REMEDIES AND INDEMNITY: a) In the event that the owner is unable to deliver said property to the Lessee under this agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, LESSEE agrees that agent and owner's sole liability as a result of any of these conditions is the full refund of all considerations previously tendered by the LESSEE. LESSEE expressly acknowledges that in no event shall agent or owner be held liable for any consequential or secondary damages. b) LESSEE shall not be entitled to any refund or rebate due to acts of nature, delay in check-in, unfavorable weather, disruption in utility service, missing equipment or furnishings, or any other situation occurring not under Agent's or LESSOR's control.

WARRANTIES AND REPRESENTATIONS: LESSOR hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and LESSEE hereby acknowledges that LESSEE has inspected the premises or has waived LESSEE's opportunity to do so and hereby acknowledges

Sunset Lodge
2 Sunset Lane, Jefferson, Maine 04348



www.sunsetlodge.org

and agrees the LESSOR does not represent or guarantee the safety or security of the premises herein.

ALTERATIONS: No alterations will be made to the property without prior written permission from the LESSORS. Furniture and kitchen equipment should be returned to their original placement if moved.

ASSIGNMENT AND SUBLETTING: This lease shall not be assigned, transferred, or pledged without the prior written consent of LESSOR and shall not be sublet without such prior written consent.

ABANDONED PROPERTY: Personal property shall be considered abandoned if left on the premises after the LESSEE has vacated or terminated and has not claimed it within 14 days after email or written notice (first class mail, proof of mailing) has been supplied to tenant's last known address. Abandoned property will be disposed of thereafter pursuant to 14 M.R.S.A. Section 6013.

MISCELLANEOUS:

This agreement represents the entire and only agreement between the parties hereto and no modification, change or amendments shall be binding unless in writing and signed by the parties to be bound.

All of the provisions of this lease shall apply to the heirs, executors, representatives, successors and assigns of the LESSEE and of the LESSOR.

In the event any action be instituted, or other procedures taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by LESSEE, LESSEE shall pay LESSOR's or LESSOR's agent's reasonable attorney's fees, costs, and expenses.

LESSEE shall quit and deliver the premises to the LESSOR peaceably and quietly at the end of the term aforesaid in as good order and condition, reasonable use and wearing thereof excepted.

In the event that any of the provisions of this lease or portions thereof are held unenforceable, invalid, void or illegal, by any court or jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby. The laws of the State of Maine shall apply to the interpretation and enforcement of this agreement. The parties agree that the courts of the State of Maine shall have jurisdiction in any proceeding to enforce the terms of this agreement.

The address given herein by the LESSEE (Tenant) shall remain his/her address for the mailing of all notices until LESSEE notifies LESSOR in writing of any change. The first

Sunset Lodge
2 Sunset Lane, Jefferson, Maine 04348



www.sunsetlodge.org

class mailing of any notice by LESSOR to the LESSEE shall be considered as fulfilling any obligation of the LESSOR to notify or communicate with LESSEE.

Cancellation Policies and Refunds:

If you want us to cancel this agreement, you must notify us in writing.

(a) If we receive your written request more than 120 days before the arrival date shown in this lease agreement, your term rent will be returned to you, plus any security deposit and unpaid sales tax, less a \$100 Service Fee.

(b) If we receive your written request between 46 and 120 days prior to the arrival date, all monies collected will be retained until we are successful in securing a confirmed replacement rental. At that time we will refund your term rent, less a \$100 Service Fee, plus any security deposit and unpaid sales tax. If we are unable to re-rent your leased property, we will retain all of the monies collected, but will return your security deposit.

(c) If we receive your written request between 0 and 45 days prior to the arrival date, the entire term rent and sales tax will be forfeited, but we will refund any security deposit.

(d) Sunset Lodge Partners shall not be liable for any waiver of the cancellation policies for events beyond their control, which may interfere with your occupancy. This includes, but is not limited to acts of God, acts of governmental agencies, strikes, war, and inclement weather. In all situations involving the necessity for you to cancel an existing reservation, the above cancellation policies shall remain in effect.

HURRICANE OR STORM POLICY: No refunds will be given, **we highly recommend you purchase travel insurance.**

TRAVEL INSURANCE: If you wish to purchase travel insurance, Access America has a very easy to buy product. Their site is <http://www.accessamerica.com/> Another site that can help you purchase the travel insurance that you need is <http://www.insuremytrip.com/>

Wedding Addenda

Lodging for this event is provided for 26 people maximum. We do not provide sheets and towels. You can bring your own or you can rent them from our property manager for \$200. There are pillows and blankets, including down comforters, for the beds. Please be aware that the only heat in the buildings is from wood stoves. We do have some electric heaters that will be available, as well as electric blankets, but it is a seasonal property and not winterized.

If you decide to rent a tent, the placement and timing of the tent installation must be approved by Maine Sunset Lodge Partners LLP.

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For the wedding event, your caterer or bartender must provide a copy of a liquor license and a certificate of insurance that lists Maine Sunset Lodge Partners LLP as an additional insured party and that policy must equal or exceed \$1,000,000.00. Per the laws of the State of Maine, we have the following policies:

- All alcohol must be served by a licensed bartender
- All persons requesting alcoholic beverages must present positive proof of age when asked by a bartender, service person, manager, or security officer.
- Alcoholic beverages may be consumed in moderate amounts only. Excessive consumption of such beverages and/or intoxication is strictly prohibited. Our property has water frontage and so this is especially important.
- Bartenders, service personnel, and managers may refuse alcoholic beverage service to any guest.
- Parents or relatives may not purchase or provide alcoholic beverages to underage guests.
- Alcoholic beverage service may be discontinued at any time during the rental period at the discretion of the Sunset Lodge Property Manager if he determines that guests are consuming or providing liquor from a source other than by the bartender, or are overindulging, and/or are in the possession of illegal substances.
- No alcohol is to be consumed in boats.

For parking for the wedding, you can use the field at the top of Sunset Lane to use for overflow parking beyond what the Lodge a parking lot can accommodate. The field mowed but in no other way improved. *There is no parking allowed on the road.*

A refundable damage and security deposit of \$1500.00 is required, and is returnable to you up to two weeks after the event has been held once property has been inspected for any potential damage.

Rental of a PortaPotty (cost is approximately \$100) for the weekend is required and should be delivered before your first gathering of more than 26 people. You can rent one from Ideal Septic in Bristol, (207) 563-5150.

You agree to pay a cleaning fee of \$200, and an additional on-site supervisory staff and security fee of \$250.00 for the day of the wedding.

Trash from the wedding event should be removed by tenants or caterer if it exceeds what can be contained in the covered trash barrels next to the parking lot.

You agree to purchase Commercial General Liability Insurance, including Host Liquor liability, in an amount not less than \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage. This can be purchased from WedSafe www.wedsafe.com This insurance needs to name Maine Sunset Lodge Partners LLP as additional insured, and a certificate of insurance with an endorsement must be provided thirty (30) days prior to the wedding. (This insurance is separate from and in addition to insurance provided by the caterer).

Sunset Lodge
2 Sunset Lane, Jefferson, Maine 04348



www.sunsetlodge.org

All insurance and licenses must be provided together, in writing to Sunset Lodge Partners LLP, 30 days prior to the wedding. This includes:

1. Caterer's license and insurance
2. Bartender's license and insurance (if a separate bartender is being used)
3. Commercial General Liability Insurance policy

In the event you are forced to change the date of the wedding every effort will be made by Maine Sunset Lodge Partners LLP to transfer reservations to support the new date. You agree that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are your responsibility.

In the event of cancellation of your wedding, all payments made to date are nonrefundable and all outstanding payments will be due immediately.

Any use of candles must be approved by our property manager. All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass.

The use of grass or bird seed is permitted only outside for wedding and reception farewells. Rice, confetti, flower petals, balloons, glitter, fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facility.

Music is permitted within the Lodge and on the lawn.

Event Ending Time: All events must end by 10:00 PM to comply with sound ordinances.

Sunset Lodge is a non-smoking venue. Ashtrays will be provided and smoking permitted only in the parking lot area.

LESSEE: _____(signature) Date _____

_____ (printed name)

LESSOR: _____(signature) Date _____

_____ (printed name)