

**Real Estate Lease
375 Dunham Point Road
Deer Isle, ME 04627**

This Lease Agreement (this "Lease") is dated January 10, 2004, by and between Andrew Vaughn ("Lessor"), and Great Renter ("Lessee"). The parties agree as follows:

LESSOR: Andrew Vaughn
320 West Mulberry Street
St. Peter, MN 56092
Tel: 507-934-1225
Email: avaughn@gustavus.edu

LESSEE: Great Renter
100 Main Street
Any Town, NY 00000
telephone: 111/222-4444 (evenings)
email: great.renter@yahoo.com

1. PREMISES. Lessor, in consideration of payments provided in this agreement, leases to Lessee the "Premises" located at 375 Dunham Point Road, Deer Isle, Maine 04627. Telephone: 207-348-6667.

2. TERM: This agreement is made and entered into on the above date by Lessor and Lessee, who agree as follows: The term of the lease shall be **1 week beginning Saturday, June 5, 2004 and ending Saturday, June 12, 2004. Check in is after 3:00pm. Check out is 9:30am.**

3. RENT: The rent shall be **\$850 for the rental period (+ 7% Maine State Lodging tax = \$59.50) payable as follows: \$454.75 payable upon signing of the lease, and \$454.75 due on or before March 7, 2004.** Total amount due for the above term is \$909.50. A check or credit card (VISA or Mastercard) authorization for \$454.75 and the signed lease should be mailed to Lessor at the above address. A check or credit card authorization for \$454.75 (remainder of the rent) should be mailed to Lessor at the above address and should reach Lessor on or before March 7, 2004. Lessee should not email its credit card number (please send by phone, fax, or USPS).

4. CANCELLATIONS: The time factor is critical in vacation rentals, and Lessee's reservation will hold this property off the market. If Lessee cancels for any reason after February 20, 2004, any rents paid cannot be refunded unless the vacation rental is re-rented for the same dates (and then less a \$100.00 processing fee). The earlier Lessee warns Lessor that it may need to cancel, the better the chances of re-renting. If a written cancellation is made before February 20, 2004, any rents paid will be refunded less a \$100 processing fee. **If Lessee makes a cancellation after February 20, 2004, any rents paid will not be refunded (unless Lessor is able to rent the property for the same dates). If Lessee fails to make the final installment of rent (\$454.75) on or before March 7, 2004 and does not provide a written cancellation notice to Lessor, Lessor will consider the contract to have been cancelled by Lessee, and any rents paid will not be refunded.**

Lessee Initials and Date _____

Lessor Initials and date _____

5. SECURITY DEPOSIT: Lessee shall give to Lessor, before arrival at the property a credit card (VISA or Mastercard) authorization as a guarantee of Lessee's faithful performance of Lessee's obligations as described in this lease. If Lessee fails to pay rent or other charges due hereunder, or otherwise default with respect to any provisions of this lease, Lessor may charge the credit card as is necessary to compensate Lessor for Lessee's default. **The credit card will not be charged if there are no damages.** The "cancellation" section above describes certain situations where the rent (\$850 + tax) may be retained. If Lessee performs all of its obligations as described in this lease, said credit card authorization will be destroyed and no charges will be made.

6. UTILITIES : Lessor shall pay for utilities unless otherwise specified.

7. MAINTENANCE AND REPAIR: By accepting possession of the property, Lessee acknowledges that the property is in good order, condition, and repair, and shall generally maintain and clean property during the term. On the last day of the term or on sooner termination, Lessee shall return property to Lessor in the same condition as received and broom clean. The premises (including yard) should be neat and tidy, dishes washed and put away, spills wiped up, and trash removed. A charge against the security deposit will be issued if all trash is not removed and the premises are not left neat and tidy and broom clean. Additional cleaning will be charged at a rate not to exceed \$20.00 per hour.

8. LAUNDRY: Lessor will provide linens. Upon termination of lease, laundry will be left clean except linens used the last day of stay. These should be placed in on top of washer (the cleaning person will wash them, but if you have time to wash and dry them, it would be appreciated). A charge against the security deposit will be issued if extra laundry is left dirty.

9. OCCUPANTS. No more than 6 persons may reside on the Premises unless the prior written consent of Lessor is obtained.

10. PETS. No pets shall be allowed on the Premises.

11. ALTERATIONS TO PROPERTY: Lessee shall make no alteration, except for more convenient arranging of furnishings, which will be returned to original status on the last day of the term.

12. SMOKING: There will be no smoking inside of the dwelling including the garage.

13. RESTRICTIONS ON USE: Lessee shall use the premises exclusively for vacation. This agreement does not create a tenancy for the vacation rental; Lessee can be removed from the vacation rental without process of law if Lessee does not depart at the appropriate time. Large gatherings, house parties, etc., are absolutely not allowed unless approved in writing by Lessor.

14. SUBLET OR ASSIGNMENT: Lessee shall not assign this lease or sublet, or permit the premises or any part thereof to be used by others, without the prior written consent of lessor in each instance.

Lessee Initials and Date _____

Lessor Initials and Date _____

15. DISTURBANCES AND NUISANCES: Lessee agrees not to make or permit any disturbing noises, not to commit or permit any act of nuisance that would unreasonably interfere with the rights, comforts, or convenience of other tenants or neighboring property owners. Campfires and bonfires of any sort are prohibited by the fire marshal and not allowed on the property.

16. DANGEROUS MATERIALS AND ILLEGAL SUBSTANCES. Lessee 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 Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor. Firearms or any other items that might be considered weapons are not permitted on the property. Lessee shall not keep or have on the Premises any illegal substances, including but not limited to illegal drugs. Lessee shall not allow anyone under age 21 to consume alcoholic beverages. **Violation of paragraphs nos. 9–16 shall be grounds for immediate termination of the lease and eviction, and all monies paid will be forfeited.**

17. ACCESS BY LESSOR TO PREMISES. Subject to Lessee's consent (which shall not be unreasonably withheld), Lessor (or its agent) 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, Lessor (or its agent) does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Lessor (or its agent) may enter the Premises without Lessee's consent.

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

19. INSURANCE: Lessee is encouraged to protect Lessee's own personal property with Lessee's own insurance. Lessee shall indemnify and hold Lessor harmless from all damages to any person or property occurring in, on or about the premises resulting from the acts or omissions of Lessee or its agents.

20. KEYS AND LOCKS: Lessee shall be provided with keys to the property. Upon termination of the lease, Lessee shall return all keys. If all keys are not returned to Lessor following termination of the Lease, Lessee shall be charged \$50.00.

21. LOCKOUT. If Lessee becomes locked out of the Premises, Lessee will be charged \$50.00 to regain entry. Contact the caretaker (Pearl Hardie) for re-entry.

22. PHONE: All toll calls will be charged to Lessee's home phone or credit card.

Lessee Initials and Date _____

Lessor Initials and date _____

23. NON-SUFFICIENT FUNDS. Lessee shall be charged \$50.00 for each check that is returned to Lessor for lack of sufficient funds.

24. LESSEE’S CHOICE: Lessee is responsible for its choice to rent this vacation property. This vacation rental is individually owned and managed. Lessor has described its vacation rental in detail to the best of its ability, and has gone to lengths to make sure that the property is well-equipped. However, Lessor cannot make the decision for Lessee and will not be responsible if Lessee is not happy with its choice on arrival. The rent will not be refunded and cannot be transferred to another location.

25. 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 both the Lessor and Lessee.

26. 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.

27. 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.

28. 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.

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

Lessee: _____ Date: _____

Lessor: _____ Date: _____

1st rent payment due with executed lease: \$454.75

2nd rent payment due to Lessor on or before March 7, 2004: \$454.75

**Mail all payments to: Andy and Amy’s Vacation Rentals
 320 West Mulberry Street
 St. Peter, MN 56082**

Lessee Initials and Date _____

Lessor Initials and Date _____