

Terms & Conditions

This following information will be provided in a document that constitutes a legal agreement by and between Ocean Park Realty and the Tenant, which is to be signed prior to Tenant taking occupancy of the premises. Keys to the rental premises are to be picked up at the Ocean Park Realty office, unless special arrangements have been made. Check-In time is between 2:00 and 4:00 pm and departure time is 10:00 am sharp. Keys should be dropped off in the key box located inside and outside the office upon leaving. There is a \$20 fee for any lost key.

Tenant agrees to comply with all the following terms and conditions:

(please read carefully)

- 1) All rentals are subject to approval by that rental property's Owner.
- 2) Ocean Park Realty ("Rental Agent") is not liable for the condition of the rental unit.
- 3) All Ocean Park rental properties are non-smoking.
- 4) Tenants are responsible to follow all posted house rules, including for trash removal. Trash pick up is early Tuesday morning in OOB and Monday in Saco. Some properties offer a second pick up on Saturday. Trash should be bagged and placed in proper receptacles. Recyclables are not to be bagged but must be put in the proper receptacle.
- 5) There are no pets permitted in the Ocean Park rental properties without explicit permission from the Owner. If allowed, there is a \$150 pet fee. Tenants are responsible for the removal of any pet waste from the property. If there is any damage caused by the pet, the owner of the pet is responsible for all costs necessary to remedy the damage.
- 6) Rental of unit, sight unseen, must be accepted upon arrival at Ocean Park or all deposits are forfeited.
- 7) Use of Ocean Park rental properties is at your own risk. Neither the Owner nor the Rental Agent is responsible for accidents or injuries to ANY party during tenants' occupancy.

- 8) **Repairs:** We cannot guarantee systems or appliances. There will be NO REFUND on their failure. However, the Owner/Rental Agent will make good faith efforts to fix/address broken or faulty appliances as quickly as possible upon notification by the tenant. To notify the Rental Agent of a problem, immediately call (207) 937-5054.
- 9) Upon departure, Tenants are responsible for putting furniture back in its original place and leaving property as it was found.
- 10) Tenants agree to allow the Owner or their agents to enter and view the premises, both inside and out, to make repairs thereto; to show the same to a prospective tenant or buyer; and to expel the tenant if they shall fail to pay rent or breach these terms & conditions or the rental agreement in any way, in accordance with the laws of the State of Maine.
- 11) Tenant shall be held responsible and liable for any and all damage to the rental property caused by the Tenant, or any invitee or guest of Tenant.
- 12) Please respect quiet times in Ocean Park between 10 pm and 8 am. Verified complaints of undue noise, disturbing the peace, or illegal activities shall be grounds for Owner and Rental Agent requiring Tenant to immediately vacate the premises, and shall void the rental agreement and result in a forfeiture of all monies paid (which shall not limit Owner's claims for further damages.)
- 13) Tenant will provide bed linens and towels for their own use during rental period. Owner will provide all other items necessary for housekeeping, including (but not limited to) bed pillows, blankets, cooking and eating utensils, dishes, and glassware.
- 14) Maximum occupancy, as specified for each rental unit, must be observed for both the number of persons and the number of cars. If violation is suspected, tenants are subject to immediate inspection of the premises by Owner and/or their agent, the Fire Chief, and the code enforcement officer. Appropriate action will follow including without limitation eviction and forfeiture of monies paid.
- 15) The rental unit may not be sublet under any circumstances.
- 16) **PAYMENT POLICY:** A deposit of 30% to hold the unit must be paid within seven (7) days of the agreement. First Payment, which is one-half of the remaining balance, must be paid by March 1st. The full payment of the balance is due thirty (30) days prior to check-in. We accept Mastercard, Visa, and Checks. All payments are to be in US Dollars and a \$20.00 fee will be

assessed if a check presented for payment and is not accepted by the institution on which it is written.

- 17) **CANCELLATION POLICY:** Cancellations must be in writing and are final. *Positively no deposits will be returned unless all weeks are re-rented at the same rate.* Even if the unit is re-rented, a cancellation fee of \$400 will be charged for an administration/processing fee.
- 18) Campfires are prohibited on the beach and the rental property except in designated areas provided and approved by the Owner. Gas and charcoal grills must be left clean by the tenant for the next guest's arrival.
- 19) **CIRCUMSTANCES BEYOND OCEAN PARK REALTY'S CONTROL.** In the unlikely event of the rental property is unavailable for use by Tenant due to circumstances beyond the Rental Agent's control, Tenant agrees to accept a suitable, similar rental property in its stead or receive a full refund of all deposits and be relieved from all obligations under this agreement.
- 20) In the event of a default by either party in complying with the terms of this Agreement, the non-defaulting party shall be entitled to all reasonable costs of redress, including but not limited to reasonable attorney's and paralegal fees, and court costs. This Agreement shall be construed under the laws of the State of Maine and enforceable under any appropriate Maine Court.
- 21) Ocean Park Realty is acting solely as the rental agent for the Owner in this matter and is not responsible for the condition, safety or adherence to building and land use regulations of the premises being rented. If you notice a condition on the premises that presents or might present a health or safety risk, or if a maintenance problem or issue arises during the period of occupancy, Tenant hereby agrees to promptly notify Ocean Park Realty or the Owner or assume the risk associated with such condition or issue. To notify the Rental Agent of a problem, immediately call (207) 937-5054. Ocean Park Realty and Owner reserve the right to make repairs and perform maintenance as necessary and to enter the premises (with or without notice as circumstances may dictate) in connection with the terms of this paragraph.
- 22) Tenant agrees to abide by these terms and conditions and all posted rules of Ocean Park. Tenant agrees to vacate the rental unit and depart Ocean Park if they are requested to do so by Rental Agent, Owner, or by an officer or director of the Ocean Park Association as a consequence of violating these terms and conditions or the community rules of Ocean Park.