

EXCLUSIVE RIGHT TO RENT AGREEMENT

This Exclusive Right to Rent Agreement ("Agreement") is for the period between January 1, 2018 and December 31, 2018, by and between Ogunquit Rental Properties LLC (hereinafter, "Ogunquit Rental Properties"), Agent and, the undersigned owner(s) Paul V. O'Leary MASS OTIP Trust Charles and Alice O'Leary, Trustees. of property located at: 31 Perkins Cove Road, 2nd Floor Apartment, Ogunquit, ME 03907 ("the property")

In consideration for the services of Ogunquit Rental Properties, the Owner hereby agrees to give Ogunquit Rental Properties the exclusive right to rent/lease the Property for the dates indicated on page four of this Agreement (Available Rental Weeks). Owner agrees to pay to Ogunquit Rental Properties a fee of **Fifteen Percent (15%)** of the total rental payment collected for weekly rentals and Ten Percent (10%) of the total rental payment collected for rentals of **four or more** weeks (collectively, "Commissions"). Owner authorizes Ogunquit Rental Properties to deduct from rental payments collected the full amount of Commissions due hereunder:

- 1) Ogunquit Rental Properties agrees to:
 - A) Actively market (including showing the Property) to prospective Guests;
 - B) Perform all reservation services including collection and payment of the state service tax and obtaining and holding required damage deposits from each guest;
 - C) Send all deposits less Commission to Owners beginning April 1st, continuing monthly until July 1st and then weekly thereafter;
 - D) Report 1099 income for tax purposes.
 - E) Make every effort to secure another Guest if a cancellation occurs;
 - F) Arrange for cleaning of the Property by an independent company at Owner's expense after each Guest unless otherwise noted in Paragraph 5;
 - G) Assist in the scheduling of repairs to appliances, plumbing, heating, electrical system and fixtures, septic system, and the scheduling and implementation of pest-control, if necessary, during Guests' stay;
 - H) Work in the best interests of the Owner at all times.

- 2) Property Owner agrees to:
 - A) Spring-clean the Property prior to the Rental Season and complete any repairs/maintenance that may present a safety or health concern for Guests (and maintain the property) in accordance with Federal, State and Local Building Codes as they apply including **an annual registration of the property with the code enforcement office;**
 - B) Supply kitchen, bathroom and household cleaning products and a vacuum with replacement bags; provide toilet paper, paper towels, and trash bags (it is recommended that bulk items be stored in a locked closet accessible to cleaning people only);
 - C) Supply securely-covered trash barrels or an on-site dumpster and arrange for weekly rubbish removal.
 - D) Supply, in good working order/condition, all the items and amenities checked on the Property Profile;
 - E) Keep Property properly maintained and serviced throughout the rental season, including but not limited to lawn maintenance, rubbish removal, utility connections, septic systems and wells.
 - F) Immediately notify Ogunquit Rental Properties of any additions or changes to the Property or any amenities that may or may not be available to Guests at the Property.;
 - G) Notify their insurance provider of the vacation rental use of the Property and insure against all claims as recommended by their insurance provider.
 - H) Install smoke and carbon monoxide protectors in accordance with Federal/State and Local requirements. It
Smoke/carbon monoxide protectors must be replaced every 10 years
Fire extinguishers must be on site, visible, and easily accessible.

- 3) Repairs/Property Damage/Personal Injury:
 - A) Ogunquit Rental Properties is authorized by the Owner to spend up to \$150 to:
 - 1) Make any emergency repairs that may be required to avoid more extensive damage;
 - 2) Replace or repair items no longer in "good working order" offered with the Property.
 - B) Ogunquit Rental Properties is not responsible for any damage to the Property or its contents caused by Guests and/or their invitees, cleaning companies, or loss of any kind resulting from the rental of the Property.
 - C) Ogunquit Rental Properties shall secure from each Guest a Guest Agreement.
 - D) Owner shall indemnify and hold Ogunquit Rental Properties harmless for:

- 1) Any and all claims arising from rental of the Property including but not limited to personal injury, health issues, property damage and/or theft or disappearance of Guest's or Owner's personal property;
- 2) Any acts of negligence or damage by the Guests and/or their invitees.

4) Trash Removal:

- A) Owner shall arrange and pay for the services of private trash removal by truck or dumpster service, or personally remove trash at least weekly during Guests' stay. **Preferrably day of check out.**
- B) Rubbish Removal Company: _____ Days of Service: _____

5) Cleaning (please check preference):

- A) _____, Property Owner shall be responsible for the cleaning of the Property at the end of each Rental Period;
- B) _____, Ogunquit Rental Properties shall arrange for the services of an independent cleaning company to clean the property at the Owners' expense at the end of each Rental Period based on the following fee schedule. Cleaning expenses shall be deducted from the rental income:
 One bath = **TBD** Two bath: **TBD** Three bath = **\$TBD** Four Bath: **\$TBD**

6) Telephone/Internet/Cable:

- A) Owner is encouraged to have **expanded cable television** (excluding movie pay per view), and **internet service**.
 Ogunquit Rental Properties is not responsible for obtaining payment from Guests for long distance calls or pay-per-view movies.

7) Cancellations:

- A) Fifty Percent (50%) of the total rent is the required **non-refundable** deposit. If there is a cancellation, the deposit may be kept by the Owner, less applicable Commission (calculated as described above) to Ogunquit Rental Properties.
- B) Ogunquit Rental Properties shall endeavor to re-rent the property and if a new Guest is secured, Ogunquit Rental Properties shall refund the reservation deposit, less a service charge, to the canceling Guest.

8) Available Rental Weeks:

- A) Ogunquit Rental Properties is authorized by the Owner to rent the Property for the time periods specified on page 4 of this agreement, titled **Available Rental Weeks**.
- B) If the Owner wishes to reserve for themselves a week previously designated as an **Available Rental Week(s)**, the **Owner must first confirm with Ogunquit Rental Properties** that the week or weeks have not been rented to Guests. This will avoid double-bookings.
- C) Ogunquit Rental Properties will make every effort to rent the property for all the time periods requested by the Owner however this Agreement does not constitute a guarantee that Guests will be secured for any or all of these time periods.

9) Other Conditions when Commission is Due:

- A) For the calendar year following the term of this Agreement, if the Owner rents directly to a Guest who rented the Property through Ogunquit Rental Properties during the term of this Agreement, a full commission shall be due and payable to Ogunquit Rental Properties from the Owner.

10) The following trades-people are our contacts: Lawn Care: Phone Number:

- Appliance Services: _____ Phone Number: _____
 Trash Removal: _____ Phone Number: _____
 Maintenance/Repairs: _____ Phone Number: _____
 Electrician: _____ Phone Number: _____
 Plumber: _____ Phone Number: _____
 Other: _____ Phone Number: _____

During the rental season, Guests will not be permitted to bring pets onto or into the property unless authorized by the Owner.

To avoid issues regarding pet allergies and to allow the guests to make informed decisions about renting your property please answer the following:

We, the Owners, **do** ___ **do not** ___ have pets of our own that have been in the Property.

If applicable, please list your pet's breed: _____

- 11) Please include ___ do not include _____, this Property and pertinent information on the Ogunquit Rental Properties web site. www.ogunquitrentalproperties.com

By their signatures, all parties agree to the terms of this Agreement.

Debora Marathon _____ **Date**
OGUNQUIT RENTAL PROPERTIES

OWNER **Date**

SOCIAL SECURITY NUMBER

OWNER **Date**

SOCIAL SECURITY NUMBER

CITY AND STATE

ZIP CODE

HOME PHONE

CELL PHONES

OFFICE PHONE

FAX NUMBER

EMAIL

Please list additional addresses/phone numbers where you may be contacted (i.e. second-home:)

ADDRESSES:
NUMBER:

TIME PERIOD

PHONE

2018 SEASON – SATURDAY TO SATURDAY

AVAILABLE RENTAL WEEKS

PROPERTY ADDRESS: 31 Perkins Cove Road, Ogunquit

In Season Weekly Rate Recommendation: \$1,000
SEASONAL – May – September \$9,000
Off Season Weekly Rate Recommendation:
Three Night Minimum Off Season:

Please write **DO NOT RENT or DNR** in the weeks that you **do not want rented**. Ogunquit Rental Properties will be authorized to rent the weeks without the “DNR” indication.

OFF SEASON

April 14-21 / Ap 21-28 / Ap 28 – May 5 / May 5-12 / May 12-19
/ / / / /

OFF SEASON

My 19-26 / My 26 – Jn 2 / Jn 2-9 / Jn 9-16 / Jn 16-23
/ / / /

IN SEASON

June 23 – 30 / Jn 30 – July 7 / July 7-14 / July 14-21 / July 21 - 28
/ / / /

July 28-Aug 4 / Aug 4-11 / Aug 11-18 / Aug 18-25 / Aug 25 – Sept 1
/ / / /

(Labor Day = Sept 3)

OFF SEASON

Sept 1-8 / Sept 8-15 / Sept 15-22 / Sept 22 – 29 / Sept 29 - Oct 6
/ / / /
Oct 6-13 / Oct 13-20 / Oct 20 - 27 / Oct 27– Nov 3 / Nov 3-10/ Nov 10-17
/ / / / /

Red highlighted weeks are often in less demand due to school sessions; Some flexibility in rates for those weeks is recommended.

Ogunquit Town Ordinance requires a minimum of 7 nights. Should you elect to rent for less than 7 nights in the off season, the entire week must be blocked off.