



GUEST AGREEMENT TERMS

DEFINITIONS

This Rental Agreement is between the Primary Guest who books a property through Bayley Vacation Rentals, hereinafter referred to as “GUEST” and the Owner of the vacation rental property, referred to hereinafter as “OWNER”, facilitated by Bayley Vacation Rentals, hereinafter referred to as “BVR”. The effective date of the Agreement will be the date the GUEST confirms the booking of the property through BVR by paying 50% deposit of the total rate. The Agreement covers the rental period confirmed for the vacation home you have made the 50% deposit on, hereinafter referred to as “PROPERTY”. This Agreement is not a “lease”, it is solely a vacation rental for dates of confirmed booking.

RENTAL TERMS

1. Rental Agency: BVR is responsible for processing all financial transactions related to the rental. BVR shall be the main point of contact after the Agreement is effective and during the rental period. BVR shall coordinate Check In and Check Out, provide key(s) or code, answer questions regarding the PROPERTY, the local area, facilitate cleaning and linen delivery. BVR will send contact information as confirmation after receipt of deposit.

2. Payment Schedule / Cancellations: The remaining balance is due 60 days prior to arrival. Payments shall be made via check by mail or credit card online. Once BVR receives 50% of the total balance due to book there will be limited cancellations or refunds. Our cancellation policy states *“when GUEST cancels at least 60 days before check-in they will receive 100% of the amount they've paid. If GUEST cancels 59 days prior to arrival GUEST will forfeit 100% of the total reservation.”* We encourage you to purchase Travel Insurance through our website. Please see section 5 for travel insurance information. Our cancellation policy differs if the reservation is made through Airbnb. Please see Airbnb individual terms for cancellation policy.

3. Admin Fee: BVR will be collecting a one time fee of \$250.00 for administrative processing

4. Age & Responsibility: GUEST acknowledges by their signature or clicking to agree below that he/she/they are the responsible adult (minimum age of 25 years old) and will be present at the PROPERTY for the term of this Agreement. GUEST also agrees that he/she/they are responsible for the actions of all family members and his/her/their guests on the PROPERTY and will assure that they abide by the terms set forth in this Agreement.

5. Travel Insurance: You are responsible for full payment of your reservation—should you opt out of trip cancellation insurance. Your reservation with Bayley Vacation Rentals is limited, when GUEST cancels at least 60 days before check-in GUEST will get back 100% of the amount they've paid. Please consider purchasing Trip Cancellation Insurance at the time of check out through Generali Global Assistance via Bayley Vacation Rentals website. This offers added peace of mind for an additional cost. If you choose to opt out of travel insurance all outstanding payments due 59 days before check in will be the responsibility of GUEST. Vacation Rental Insurance has



been made available with your reservation. Vacation Rental Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse weather; interruptions of road service; terrorist acts; and mandatory evacuations. The plan also includes other valuable coverages such as Medical and Dental, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. We strongly recommend you purchase this valuable protection. Additional terms and conditions apply; please read your Description of Coverage/Policy carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions.

6. Check In & Check Out: Check- In and Check-Out directions will be emailed by BVR to GUEST at least 21 days prior to scheduled Check In. Check In time will begin at 4:00 pm on the day of arrival. GUEST must vacate the PROPERTY by 10:00 am on the day of departure. GUEST shall leave all keys, garage door openers at PROPERTY upon departure. A fee of \$200.00 per every 30 minutes after the Check Out time shall be charged to the GUEST credit card on file if GUEST has not vacated property by 10:00 am on the day of departure.

7. Lockout Service: After entering the vacation rental, place the lock box key BACK in the lockbox. There is no lockout service provided. Should Bayley Vacation Rentals have to provide entry into the vacation rental, there will be a \$50.00 fee. This service is not covered by the Vacation Rental Damage Protection Plan.

8. Occupancy, Events & Family Groups: Rental of the PROPERTY is permitted for family groups only. No Events are permitted at the PROPERTY unless prior approval is received from the OWNER through an addendum to this Agreement. An "Event" is defined as a gathering of more than 1.5 times the maximum occupancy of the PROPERTY published on BVR's website. GUEST is solely responsible for ensuring that the maximum number of overnight occupants is not exceeded. GUEST will be considered in breach of agreement should the maximum number of overnight occupants be exceeded at any time during the rental term without BVR approval. If BVR and OWNER allow the maximum number of occupants to be exceeded there will be a \$50.00 fee per person per night.

9. Subletting: Subletting by GUEST during the rental period is not allowed. The PROPERTY shall only be utilized by GUEST and invitees of GUEST.

10. Pets: Some of our PROPERTIES allow dogs and some do not. However we do not allow any other pets other than dogs on our PROPERTIES. For the PROPERTIES that DO allow dogs there will only be a limit of 2 dogs per rental. There is a non refundable pet fee of \$150.00 per pet. We reserve the right to evict the pet and/ or the party at any time. Additionally if you are staying in one of our PROPERTIES that does NOT allow pets a \$350 per pet penalty will be automatically charged to GUEST if evidence of pet is found on PROPERTY.



11. Smoking / Illegal Substances / Marijuana: Smoking is never permitted on the PROPERTY at any time. Illegal substances and marijuana are forbidden . In the event evidence of smoking, illegal drugs or marijuana is found, this shall be considered a breach of this Agreement and GUEST will be fined \$300.00 fee for cleaning should evidence of such banned substances be found.

12. Sanitary: GUEST is responsible for following the check in and check out guidelines for trash, recycling, and bottle return provided for you in your welcome letter. In the event trash/recycling is not removed during your stay a \$150.00 penalty will be charged to GUEST. If your stay is NOT during trash day per property penalty fee will not apply.

A. Trash: Trash Bins are green and located at the property. In the event all trash bags are used during your stay it is GUEST responsibility to purchase bags for the remainder of stay to ensure all trash is disposed of in bags. The town will not pick up trash unless it's in a bag. GUEST will be responsible to take the trash out on the day you are instructed as part of your terms and conditions in this guest agreement.

B. Recycling: All recyclables must be placed in yellow trash bin located at the property. Please refer to your Welcome Guide for the do's and don'ts of recycling.

C. Bottle & Can Returnables: All bottles and cans must be placed in green Clynk bags provided by Bayley Vacation Rentals. GUEST will leave Clynk bags at property upon departure.

13. Guest Responsibilities: GUEST acknowledges that they have reviewed, or will review, and will adhere to the "Welcome Letter" provided for PROPERTY, describing details for PROPERTY including Wi-Fi access codes, parking, BBQ's, appliances, game instructions, heat and air conditioning settings and other PROPERTY details. GUEST agrees to leave the PROPERTY in good order and condition. GUEST agrees to notify BVR of any items broken during the rental period. GUEST shall be responsible for any items on PROPERTY broken or missing if due to negligence or any other reason other than normal wear and tear. GUEST is responsible for any pay-per-view or video rental charges. GUEST is required to return the PROPERTY in the same condition it was in prior to GUEST's occupancy.

14. Damages: **A. Vacation Rental Damage Protection:** As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rent unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3,000.00. Any damages that exceed \$3,000.00 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy here: www.vacationrentalinsurance.com/g2ovrd . The Vacation Rental Damage can be purchased up to, and including at, check-in. By submitting



payment for this plan, you authorize and request Customized Services Administrators, Inc. d/b/a Generali Global Assistance & Insurance Services to pay directly Bayley Vacation Rentals any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Bayley Vacation Rentals directly if you do not wish to participate in this assignment.

B. The \$3,000.00 Security Deposit will be charged if you do not choose option A; Vacation Rental Damage Protection. The security deposit will be collected to cover any damage to the PROPERTY including but not limited to: (a) Additional cleaning charges above normal wear and tear, (b) damages resulting from intentional, willful or reckless conduct, (c) evidence of or damages by a pet, (d) evidence of or damages by smoking, (e) items at PROPERTY lost or stolen by GUEST. Any charges assessed for damages shall be deducted from the Security Deposit. Any charges above the coverage of the Security Deposit shall be the responsibility of GUEST. If no damages are incurred the Security Deposit will be reimbursed within 7-10 business days after departure.

15. Personal Effects: GUEST should ensure their personal property items brought on to the PROPERTY are covered for repair or replacement by the GUEST's own insurance provider. OWNER is not responsible for repair or replacement of GUEST's personal property at any time.

16. Right of Entry: OWNER and BVR reserve the right to enter the PROPERTY at any time during the rental term to investigate disturbances, check occupancy, dangerous circumstances, to ensure safety or provide entrance to service technicians as deemed appropriate.

17. Rights Of a Guest: ME law requires that renters/tenants/guests assume all the rights and responsibilities of an owner. That means all members of your party have the right to use the amenities. No access for anyone is based on age, race, sex, disability or religion per federal HUD law. If any of these occur please notify us immediately.

18. Guest Satisfaction: The satisfaction of GUEST as it pertains to this rental is extremely important to both OWNER and BVR, as OWNER's agent. GUEST acknowledges having reviewed all the pictures, descriptions, and information regarding the PROPERTY provided via BVR's website and is satisfied with this information prior to signing this Agreement.

19. Agreement in Effect: The information included in this Agreement is expressly written for the PROPERTY described above and supersedes and replaces any other information which may be different or contradicting on BVR website.

20. Indemnification: GUEST agrees to indemnify and hold harmless OWNER, its MANAGEMENT and representatives, or third parties from any and all liability for any loss or damage whatsoever including but not limited to any claim, action, cause of action or other demand for personal injury or damage or loss of property which is made, incurred or sustained by GUEST or any invitee of GUEST arising out of, relating to or in connection with the rental of the PROPERTY.



21. Termination: GUEST agrees that GUEST and the family members and other invitees of GUEST occupying the PROPERTY pursuant to the terms of this Agreement are not tenants as defined by Maine State law. If GUEST violates the terms of this Agreement and if OWNER deems the violation to be a significant and material breach of this Agreement, then GUEST agrees to immediately vacate the PROPERTY and agrees to forfeit any and all rights to continue to occupy the PROPERTY under this Agreement. No refunds will be given under these circumstances and GUEST agrees that GUEST shall be liable for any attorney fees or other costs incurred by OWNER in enforcing this Agreement

22. Other: This Rental Agreement constitutes the complete and entire agreement between OWNER and GUEST. The terms of this Rental Agreement are exclusive to the PROPERTY and supersede and nullify any prior representations, agreements or understandings, verbal or written. This Agreement shall be governed by the laws of the State of Maine and may be modified only by a written amendment, signed by all parties and approved by OWNER. Any disputes regarding the Agreement shall be subject to the exclusive jurisdiction of the courts within the State of Maine.

23. Guest Addendum A: See attached addendum.

THE GUEST ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

GUEST SIGNATURE: _____ DATE: _____

GUEST ADDENDUM A

This ADDENDUM TO GUEST AGREEMENT TERMS RE: COVID-19 amends the GUEST AGREEMENT TERMS executed between the Primary Guest who books a property through Bayley Vacation Rentals, hereinafter referred to as "GUEST" and the Owner of the vacation rental property, referred to hereinafter as "OWNER", facilitated by Bayley Vacation Rentals, hereinafter referred to as "BVR".

The novel coronavirus, COVID-19, has been declared a global pandemic. COVID-19 is considered extremely contagious and is spread mainly, although not exclusively, from close contact with others. The U.S. Centers for Disease Control and Prevention has reported that the virus causing COVID-19 may be spread by individuals who are asymptomatic and can survive for hours to days on a variety of surfaces. Neither BVR nor OWNER can guarantee that GUEST will not contract COVID-19 during the rental of the PROPERTY. Even with the exercise of due care, it is impossible to eliminate all inherent risks to GUEST and the family members or other invitees of GUEST of contracting COVID-19 while renting the PROPERTY. These risks include, but are not limited to, personal injury, illness, partial or permanent disability, medical or hospital bills, death, and other expenses and losses.

Acknowledgment: GUEST acknowledges that GUEST and the family members or other invitees of GUEST occupying the PROPERTY will abide by any and all precautionary measures mandated by law related to COVID-19, including those included in executive orders issued by the Governor of the State of Maine. This includes, but is not limited to, complying with any and all quarantine requirements for travelers to the State of Maine under Executive Order #34 FY 19/20, "An Order Establishing Quarantine Restrictions on Travelers Arriving in Maine," as that Order may be extended, modified, interpreted, clarified, or superseded from time to time.

Assumption of Risk: GUEST understands that, as a result of the COVID-19 pandemic, there are inherent risks associated with renting or occupying the PROPERTY that are hazardous to GUEST and which pose a risk of exposure to COVID-19. GUEST assumes all risk of injury, including but not limited to, death, personal injury, partial or permanent disability, illness, property damage, medical or hospital bills, or damages of any kind, arising out of, relating to or in connection to potential exposure to COVID-19.

Waiver of Liability: GUEST, individually and on behalf of GUEST's family members and other invitees of GUEST, hereby releases, waives, and forever discharges BVR, OWNER, and their respective owners, directors, officers, employees, vendors, independent contractors, agents, and representatives (the "Protected Parties") from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, illness, property damage, medical or hospital bills, or damages of any kind, arising out of, relating to or in connection to potential exposure to COVID-19, even if such claims, liabilities, or losses are caused by the NEGLIGENCE OR OMISSION of a Protected Party.

THE GUEST ACKNOWLEDGES THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

GUEST SIGNATURE: _____ DATE: _____