

**Gale's Gardens Guesthouses Daylily Cottage**

Gale Elizabeth Swope of 7 Daylily Lane, Bar Harbor, ME 04609, 207-288-3273 (Lessor) lets to \_\_\_\_\_ (Lessee) \_\_\_\_\_ (name) (Address and phone #) \_\_\_\_\_ the upstairs of the Daylily Cottage at 7 Daylily Lane, Bar Harbor, Maine 04609 from \_\_\_\_\_ After 3 pm to \_\_\_\_\_ Before 10 am, 2010 for \$ \_\_\_\_\_ plus \_\_ dogs @ \$50 per week per dog \$ \_\_\_ = \$ \_\_\_\_\_ (taxable total). Please add Maine Lodging Tax (8.5%) \$ \_\_\_\_\_ for a total of \$ \_\_\_\_\_. In addition there is a \$400 security deposit which will be returned (1 week after your stay) provided the house is left in the same condition as when you arrived, and that stated rules pertaining to dogs and non-smoking are followed. In order to secure your reservation we require half of the weeks rent (\$ \_\_\_\_\_) plus your security deposit of \$400 for an amount of \$ \_\_\_\_\_ payable by personal check and mailed to Gale at: 7 Daylily Lane, Bar Harbor, ME 04609. To pay via Mastercard or Visa credit or debit card, call Gale at the number listed above. The balance due (\$ \_\_\_\_\_) is to be paid 30 days prior to your arrival. No pets are allowed without prior written permission.

The Lessee agrees that: all dogs will be crated if left alone in the house (crates to be supplied by dog's owner); while on the property all dogs must be on leash and under the control of their owner; and that owners are responsible for picking up after their dogs. This is a no smoking home suitable for a maximum of 4 persons. Should the Lessor find more than 4 people occupying the residence, all parties will be immediately evicted without refund. It is also agreed that:

1. The Lessor will provide a furnished home, including linens and kitchen equipment. The Lessor warrants that all household items and systems are in good working order, and that repairs will be borne by Lessor. However, the Lessee will keep the premises in the same condition as found, and any damages by fault or negligence will be the responsibility of the Lessee. The cost of such repair or replacement shall be deducted from the security deposit and/or billed as an extra.
2. The Lessor may enter the premises at reasonable hours to examine or make repairs.
3. The Lessee will abide by all local laws including those relating to noise and fires. The Lessee shall use the property for residential purposes only.
4. Personal property insurance for the tenant is the responsibility of the Lessee
5. If, for any reason, the premises should become unavailable prior to occupancy, all payments will be returned but with no further responsibility of the owner or Lessor.
6. The Lessee agrees that after making the initial payment and signing of this lease, should it become impossible for the Lessee to occupy the premises, the amount paid shall be retained by the Lessor. After final payment should it become impossible for the Lessee to occupy the premises, the entire amount shall be retained by the Lessor. If the Lessor is able to rent the premises for the same period of time covered by the lease to another tenant, Lessee will be refunded payments less a 15% of rental cost booking fee.

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Lessor  
Gale Elizabeth Swope

Lessee

State of Maine Lodging Tax is scheduled to increased to 8.5% for rentals starting July 1, 2010. In anticipation of the increase, leases are being prepared with the new tax. If the increase does not pass, the additional 1 1/2% will be refunded with security deposits.