

# Top O' the Ridge Lease Agreement

Date: **MM / DD / 2018**

Lessor: **Bianchi Realty Trust,**  
**Raimond Bianchi Trustee,**  
**33 Walton Park**  
**Melrose, MA 02176**

Tenant: **Name**  
**Street**  
**City, Zip**  
**Phone:**

Leased Premises: **Top O' The Ridge (On Long Pond)**

**140 Northern Neck Road,**  
**Mount Desert, Maine 04660**

**From 4:00 pm Saturday Month DD, 2019 to 10:00 am Saturday Month DD, 2019**

*Please arrive no earlier than your lease start date/time and depart no later than your lease end date/time.*

**Rental Payments:**

**Rental Fee:** \$  
**ME Lodging Tax (9%\*):** \$  
**Cleaning Fee:** \$ 200  
**Security Deposit:** \$ 1,000  
**Total Payments:** \$

**Payment Schedule:**

<u>Due Date</u>	<u>Payment Due</u>
mm / dd / 2018	\$
mm / dd / 2019	\$
mm / dd / 2019	\$
<b>Total Payments:</b>	<b>\$</b>

**Note: Maine last raised the lodging sales tax rate to 9% as of January 1 2016.**

**ME state Tax Changes:** Should the state of Maine increase the lodging sales tax rate specified in this lease prior to the occupancy end date of this lease, the Tenant agrees to pay the Lessor the increased tax due upon notice from the Lessor. Email notification to an address used for lease communication will be an acceptable notification communication method. Any tax increase due will modify the final payment of lease if not already remitted or may be deducted from the security deposit if full payment has already been remitted.

**Agreement house rule terms and condition highlights:**

- **OCCUPANCY IS LIMITED TO 6 PERSONS UNLESS OTHERWISE STATED IN THIS LEASE.**
- **NO SMOKING IN HOUSE**
- **NO PETS OF ANY KIND ARE PERMITTED ON PREMISIS**
- **LIABILITY WAIVER AGREEMENT MUST BE EXECUTED BY ALL ADULT GUEST 18 YEARS OR OLDER**
- **PHONE AND INTERNET UTILITIES:**
  - **TENANT SHALL REIMBURSE LESSOR FOR ALL CALLS NOT COVERED BY THE CONTINENTAL U.S. CALLING PLAN**
    - **Lessor reserves the right to collect excess utility usage charges from the security deposit prior to refund**
- **NO FIRES ALLOWED IN THE FIREPLACE. OUTDOOR FIRES ARE ONLY ALLOWED IN THE CHIMINEA ON THE DEDICATED PATIO**
- **NO FUNCTIONS OR LARGE GATHERINGS ARE PERMITTED ON THE PREMISIS (OVER 6 GUESTS)**
- **ALL GRILLING WILL BE PERFORMED ON GROUND AWAY FROM DECK – NO GRILLING ON OR UNDER THE DECK PERFORMED ON GROUND AWAY FROM DECK – NO GRILLING ON OR UNDER THE DECK**
- **ALL TENANTS AND GUEST USE THE DOCK, SWIM AND BOATS AT THEIR OWN RISK**

All rental monies must be received and cleared at least fourteen days prior to occupancy. Any payment made within fourteen days of occupancy must be in the form of a wire transfer, or cashier's or certified check. Payments by should be made out to "Bianchi Realty Trust" and delivered to Raimond Bianchi, Trustee Bianchi Realty Trust, 33 Walton Park, Melrose, MA 02176. If any payment is more than 21 days late or final payment has not been received and "cleared" prior to occupancy date, the Lessor reserves the right to assume default of lease. In the event of a change in the Maine State lodging tax rate prior to occupancy, the tax amount due above will change and the Tenant will pay Bianchi Realty Trust any additional monies due. The Lessor is responsible for any and all referral fees due to rental agent(s) for services rendered in arranging this lease.

The security deposit will be returned to the Tenant after applicable utilities (see above) and other charges, if any, have been paid and deducted. The balance of the security deposit will be paid within 45 days of the Tenant's departure date, unless otherwise notified in writing. Lessor and/or its agent shall not be required to pay Tenant any interest on the security deposit.

The Lessor warrants that the premises will be in clean condition and all appliances, heating, plumbing, electrical systems will be in good working order and that the cost of repairs will be borne by the Lessor unless due to misuse, waste, or negligence of Tenant. In the event of any damage to the Premises due to electrical, plumbing, water leak or fire, or in the event the same need repairs, the Tenant agrees to immediately notify the Bianchi Realty Trust and to take reasonable steps to limit the damage. Any personal property of the Tenant shall be at the sole risk of the Tenant, who is responsible for insuring Tenant's personal property.

The Tenant may peaceably hold and enjoy the premises without interruption during the term of this lease, but the Lessor retains the right to enter the premises at reasonable times, and upon reasonable notice, for reasonable and necessary purpose including the right to show the property for sale or for lease.

The Tenant shall use the premises for residential purposes only and agrees to keep the premises in as good repair as found, normal wear and tear excepted; to quietly yield up the premises at the termination of the tenancy; and to replace and repair anything broken or lost or to have the cost deducted from the security deposit.

The Tenant agrees to conform to all town ordinances and regulations and agrees not to kindle or permit open fires on the premises. Supplied grill

# Top O' the Ridge Lease Agreement

fires and chiminea fire, however ever, are permitted at the provisioned locations of those appliances.

The Tenant is to leave premises in neat and broom clean condition with all furniture and house ware items should be arranged as found at the beginning of their tenancy. All dishware and utensils should be washed and stored, or be in the dishwasher being washed. The Tenant has been charged a cleaning fee to cover reasonable cleaning and agrees that should the premises require excessive cleaning, the Lessor may deduct the additional cleaning cost from the Tenant's security deposit.

The Tenant agrees that maximum occupancy limit listed above will not be exceeded, that there will be no smoking inside the premises, and no pets, and no gatherings of over 6 guests on the leased premises. The Tenant agrees that at the Lessor's discretion all or a portion of the security deposit may be forfeited and they may be asked to leave the premises without recourse if any of the terms of this agreement are violated.

If, prior to occupancy by the Tenant, the premises should be destroyed by fire or become uninhabitable, this lease shall terminate and all monies will be returned. Should the Tenant be unable to occupy the premises for any reason except the fault of the Lessor, and the Lessor is unable to rent the premises for the same period of time covered by this lease to another tenant, the Lessor will keep all rental fees received as liquidated damages, and the Tenant will be liable for the remainder of the rent due. If the Lessor is able to rent the premises for the period of time covered by this lease to another tenant, monies received from the second rental will be paid first to Lessor to fulfill the balance of the original lease. The remainder, if any, will be paid to the Tenant as partial or full reimbursement. The Tenant shall not assign this Lease or sublet the Premises or any part thereof without written permission of Lessor.

The Lessor is not liable or responsible for acts of nature and cannot guarantee peaceful and quiet enjoyment. Noises generated by construction, people or pets outside the property are beyond the control of the Lessor and will not warrant a refund of any kind.

**The Tenant agrees that all adult guests 18 years of age or over will sign the current Top O' The Ridge Liability Waiver Agreement as a condition and partial consideration for this lease. Failure to secure executed waivers from all adult guests is grounds for the Lessor to terminate the lease without recourse.**

This agreement may be signed on any number of identical counterparts, such as a faxed or scanned copy, with the same binding effect as if the signatures were on one instrument. Original, scanned, or faxed signatures are binding.

## Additional House rules and Waiver of Liability

I (Lessee or Guest), assume full responsibility and liability for all persons using the facilities and amenities at Top O' The Ridge (140 Northern Neck Road, Mount Desert, Maine), including, but not limited to, the building premises, access to the waterfront, private dock, float, watercraft and moorings provided by Bianchi Realty Trust (Lessor) during our stay at the Top O' the Ridge. The Lessee or Guest understands and acknowledges that by using the facilities, dock, and watercraft at Top O' the Ridge or allowing other persons to use those facilities, he/she/they is/are assuming all risk of injury, loss, damages, or death.

- I understand that the access stairs to the waterfront vary in tread height and depth in various sections of the water access, and I, for myself and all of my guests, agree to exercise appropriate care and caution when using them.
- I agree to ensure that all children and other non-swimmers or physically "at risk" individuals are supervised by an adult capable of rescuing them while they are near or on the waterfront. I understand that the dock system is not visible from the deck and agree that supervising the safe use of the dock must be performed at the dock and that no diving is permitted off the dock due to risk of injury.
- I agree to ensure that all persons using the watercraft shall wear U.S. coast guard approved life vests and follow safe boating guidelines. I accept all liability and responsibility for the safety of all persons using watercraft, especially children.
- I agree to monitor and ensure the safe use of the stairways, decks, dock, bath areas, Jacuzzi tubs, loft areas, furniture near electric heaters, chiminea, and use of all potentially dangerous appliances by all occupants, guests, and especially by children, during my stay.
- I understand that some decks and dock surfaces are constructed of pressure treated wood that does splinter and can cause injury if walked on with bare feet. Water shoes are recommended for swimming and walking safely on lake bottom rocks.
- I agree not to use the fireplace, and will not grill on or under decks or in areas where grilling could present a fire hazard. I agree to shut off the propane grill at the tank and burner valves after each use. I agree to use the chiminea on the dedicated stone patio only, supervised by adults and realize that touching the housing once a fire is lit can result in severe burns.
- I agree to use the Internet service in accordance with the Lessors usage policy and weekly data usage constraints.

As part of the consideration for leasing or occupying Top O' the Ridge, I agree not hold the Lessor, Bianchi Realty Trust, its trustees, beneficiaries, agents, and/or assigns responsible for any claims, damages, losses or injury to myself, family member, guests, and personal possessions while staying at Top O' the Ridge. I understand that the alarm systems stickers do not imply any security system performance or warrantee.

Furthermore, the lessee or guest agree that they waive all rights to file any complaints, lawsuits, or charges against the Lessor, Bianchi Realty Trust, its trustees, beneficiaries, agents, and assigns and the lessee(s) agrees to hold harmless and pay for all Lessor attorney fees required to defend against such actions. I agree that all adult guests have been disclosed and have signed, or will have signed, this agreement prior to occupancy.

Should any of the language in this agreement be determined to have limitations on this waiver of liability, that portion of the agreement will be interpreted to have the maximum limitation of liability to the Lessor and related parties. In the event that any portion of this agreement is deemed unenforceable, only that portion of the agreement shall become unenforceable and the remainder of the agreement shall remain enforceable.

This agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and the Superior Court, Middlesex County, Massachusetts, shall have exclusive jurisdiction for any lawsuit arising from the lessee(s) use of Top O' the Ridge. This agreement may be signed on any number of identical counterparts, such as a faxed copy or scan, with the same binding effect as if the signatures were on one instrument. Original, scanned, or faxed signatures are binding.

**All parties agree that they have read and fully understand the terms of this agreement, and where necessary, have reviewed the language in this waiver of liability agreement with an attorney as needed to ensure that they fully understand the agreement.**

# Top O' the Ridge Lease Agreement

All covenants and agreements herein contained shall be for the benefit and shall apply to and bind the said parties hereto, their respective heirs, executors, administrators, successors, & assigns. This lease and the Waiver of Liability Agreement referenced herein constitute the entire agreement between Lessor and Lessee with respect to the subject matter contained herein and there are no understandings or agreements between Lessor and Lessee with respect to said subject matter, which are not contained herein and in the Waiver of Liability Agreement. This Lease cannot be amended except by written instrument executed by both Lessor and Tenant.

**Lessor Signature:**

*Raimond Bianchi  
Trustee, Bianchi Realty Trust*

**Raimond Bianchi, Trustee Bianchi Realty Trust**

**Date:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**name**

**Date:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**name**

**Date:** \_\_\_\_\_

Sample