

STANDARD FORM LEASE AGREEMENT
(DIAMOND COVE HOMEOWNERS ASSOCIATION)
FOR
THE LEASE OF RESIDENTIAL PROPERTY AT DIAMOND COVE
BY
A RENTAL AGENT

This Lease Agreement, dated as of the date below (this “Lease”), is made between [Great Diamond Rentals, LLC], as the agent for the owner of the “Leased Premises” (“Agent”), and the person(s) signing under the designation Lessee below (“Lessee”).

In consideration of the mutual promises and agreements herein set forth, Agent and Lessee covenant and agree as follows:

1. **Lease:** Agent hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Agent, unit _____ at Diamond Cove, Great Diamond Island, Maine (the “Unit”) and all the tangible personal property (furnishings, linens, towels, and the like) therein (collectively with the Unit, the “Leased Premises”).
2. **Term:** The rental term shall comprise _____ days and shall commence on _____, 20__, at 4:00 p.m., and end on _____, 20__, at 10:00 a.m. (such rental term, as it may be sooner terminated in accordance with the terms of this Lease or extended by mutual written agreement of the parties, the “Rental Term”).
3. **Rent:** The rent shall be the sum of (i) \$ _____, (ii) 8% Maine Lodging Tax (\$ _____), (iii) a 5% Rental Impact Fee assessed by, and payable to, the Diamond Cove Homeowners Association (\$ _____) and a Cleaning Fee (\$ _____) for a total of \$ _____ (collectively, the “Rent”), payable as follows:
 - a. An initial payment of the Rent in the amount of \$ _____ is due upon the signing of this Lease (the “Initial Rent Payment”).
 - b. The final payment of the Rent in the amount of \$ _____ is due no fewer than **14 days** prior to the beginning of the Rental Term (the “Final Rent Payment”).
4. **Rental Security Deposit:** Lessee agrees to provide Agent with a rental security deposit equal to \$ _____ (the “Rental Security Deposit”) at the time the Final Rent Payment is made. The Rental Security Deposit shall be used solely for the purposes, and in accordance with, **Paragraph 19 of Exhibit A** (Additional Terms and Conditions) hereto. The Rental Security Deposit shall not constitute a limit on liability of Lessee.
5. **Pet Security Deposit:** If Lessee has been granted written permission by Agent to have a dog or other domestic pet at the Leased Premises, Lessee agrees to provide Agent with a pet security deposit equal to \$ _____ (the “Pet Security Deposit”) at the time the Final Rent Payment is made. The Pet Security Deposit shall be used solely for the purposes, and in accordance with, **Paragraph 20 of Exhibit A** hereto. The Per Security Deposit shall not constitute a limit on liability of Lessee.
6. **Termination by Agent Before Commencement of Rental Term:** If Lessee fails to pay the Final Rent Payment and/or the Rental Security Deposit and, if applicable, the Pet Security Deposit by the times specified above and fails to do so within **five (5) days** after written notice from Agent, Agent may terminate this Lease by written notice to Lessee. In the event of such termination by Agent, Agent shall retain the Initial Rent Payment in partial consideration of the breach by Lessee of this Lease and Lessee shall continue to be liable for the Final Rent Payment plus a service fee of \$50.00; provided, however, that in the event Agent is able to re-lease the Leased Premises for the Rental Term (i) for an amount equal to, or in excess of, the Rent, Lessee shall not be liable for the Final Rent Payment or (ii) for an amount less than the Rent, Lessee shall be liable for the Final Rent Payment *minus* the difference between (A) the Final Rent Payment and (B) the amount of rent actually received pursuant to such re-lease *minus* the Initial Rent Payment.

7. **Termination by Lessee Before Commencement of Rental Term:** Lessee may terminate this Lease for convenience at any time by written notice to Agent. If Lessee terminates this Lease for convenience:
- a. more than **90 days** prior to the beginning of the Rental Term, Agent shall return to Lessee the Initial Rent Payment *minus* a \$50.00 service fee;
 - b. at any time between **90 days and 15 days** before the beginning of the Rental Term, Agent shall be entitled to retain the Initial Rent Payment, provided that in the event Agent is able to re-lease the Leased Premises for the Rental Term (i) for an amount equal to, or in excess of, the Rent, Agent shall refund the Initial Rent Payment *minus* a \$50.00 service fee or (ii) for an amount less than the Rent, Agent shall be entitled to retain the Initial Rent Payment and Renter shall be obligated to pay Agent a \$50.00 service fee.
 - c. at any time **14 or fewer days** before the beginning of the Rental Term, Agent shall be entitled to retain the Initial Rent Payment and Lessee shall continue to be liable for the Final Rent Payment plus a service fee of \$50.00; provided, however, that in the event Agent is able to re-lease the Leased Premises for the Rental Term (i) for an amount equal to, or in excess of, the Rent, Lessee shall not be liable for the Final Rent Payment or (ii) for an amount less than the Rent, Lessee shall be liable for the Final Rent Payment *minus* the difference between (A) the Final Rent Payment and (B) the amount of rent actually received pursuant to such re-lease *minus* the Initial Rent Payment.

Lessee agrees to the **Additional Terms and Conditions** attached hereto as **Exhibit A**, all of which are incorporated into this Lease by this reference.

Agent: _____

Lessee: _____

[Great Diamond Rentals, LLC
 Diamond Cove
 Great Diamond Island, ME 04109
 (207) 766-3377 OR (207) 233-0033]

Signed: _____

Address: _____

Home Phone: _____

Signed: _____

Work Phone: _____

Date: _____

Cell Phone: _____

Payment: Please make check payable to **[GREAT DIAMOND RENTALS, LLC]**

Email: _____

Date: _____

**EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS**

1. DCHA DOCUMENTS

The members of Diamond Cove Homeowners Association (“**DCHA**”), which includes the owner of the Leased Premises (“**Lessor**”), are bound by the Amended and Restated General Declaration of Covenants and Restrictions, dated December 23, 1993, as amended (the “**DCHA Declaration**”). DCHA has adopted, pursuant to the DCHA Declaration, “**The DCHA Rental Rules and Regulations**” and the “**DCHA Pet Rules and Regulations**”, both of which contain provisions that govern members of DCHA and renters from such members (i.e., a “**Lessee**”) and the families of renters (collectively with Lessee, the “**Lessee Family**”) and overnight guests and day visitors of the Lessee and the other members of the Lessee Family (collectively with the Lessee Family, the “**Lessee Group**”), which is referred to in such Regulations as the “**Renter Group**”.

DCHA has prepared redacted versions of the DCHA Declaration (the “**Redacted DCHA Declaration**”) and the DCHA Rental Rules and Regulations (the “**Redacted DCHA Rental Rules and Regulations**”) and the DCHA Pet Rules and Regulations (the “**Redacted DCHA Pet Rules and Regulations**”) that are relevant to a Lessee Group with respect to the rental of units, and pets, at Diamond Cove (collectively, the “**Redacted DCHA Governing Documents**”).

Lessee hereby acknowledges and agrees that Lessee has been provided hard copies of, and/or access via the DCHA Website to, the Redacted DCHA Governing Documents and that Lessee has read and understands the such Documents.

Lessee covenants and agrees to (i) comply with the Redacted DCHA Governing Documents, (ii) inform other members of the Lessee Group of the contents of such Documents and (iii) cause the other members of the Lessee Group to comply with such Documents.

Lessee acknowledges and agrees that the Redacted DCHA Governing Documents prescribe fines payable to DCHA, and provide other remedies to DCHA, for any and all violations of the Redacted DCHA Governing Documents, and/or any and all other acts and omissions, by any and all members of the Lessee Group.

Lessee further acknowledges and agrees that **LESSEE IS RESPONSIBLE AND LIABLE FOR ANY AND ALL VIOLATIONS OF THE REDACTED DCHA GOVERNING DOCUMENTS, AND/OR ANY AND ALL OTHER ACTS AND OMISSIONS, BY ANY AND ALL MEMBERS OF THE LESSEE GROUP.**

Without limiting the generality of the foregoing, Lessee covenants and agrees not to allow on the Leased Premises or elsewhere at Diamond Cove any excessive noise or other activity that disturbs the peace and quiet of neighbors or other units at Diamond Cove, and agrees to comply with the prohibition against noise - producing activities contained in the Redacted DCHA Governing Documents.

In the event of a conflict or inconsistency between any of the provisions in the Redacted DCHA Governing Documents and any of the provisions of this Lease, the provisions of the Redacted DCHA Governing Documents shall take precedence and govern.

2. CONDITION AND SURRENDER OF PREMISES

Lessee hereby acknowledges the good condition of the Leased Premises and agrees to maintain the Leased Premises in a clean condition and in good order, with all furniture maintained in its original location. At the expiration or sooner termination of this Lease, Lessee shall deliver up the Leased Premises in the same condition as they were in at the beginning of the Rental Term, reasonable wear and tear excepted.

3. GOODS AND CHATTELS

The Unit will be delivered to Lessee fully furnished, including sheets and towels.

Lessee agrees that he/she/they (i) shall not transfer the use or possession of the goods and chattels provided as part of the Leased Premises to any person or persons whomsoever, (ii) shall be responsible for the repair of and pay all damages that may happen or accrue to such goods and chattels, during the Rental Term but shall not make such repairs himself/herself/themselves, (iii) shall not remove or allow any of such goods and chattels to be removed from the Unit to any other place (removal from danger by fire excepted), and (iv) shall, at the expiration or sooner termination of this Lease, surrender the goods and chattels in the condition prescribed by **Paragraph 1** above.

4. USE OF LEASED PREMISES AND COMPLIANCE WITH LAWS

The Leased Premises shall be used and occupied by Lessee exclusively as a private single family residence and neither the Leased Premises nor any part thereof shall be used by Lessee at any time during the Rental Term for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Occupancy consistent with “private single family residence” use is defined according to the maximum occupancy limit defined in **Paragraph 5** below, in combination with all other DCHA Governing Documents.

Lessee shall comply with all applicable laws, ordinances, rules, and orders of appropriate governmental authorities, including those affecting the cleanliness, occupancy, and preservation of the Leased Premises, and all common properties owned by DCHA (“**Common Properties**”), during the Rental Term.

5. MAXIMUM OCCUPANCY

Lessee agrees that the Leased Premises shall be occupied overnight by no more than _____ persons, representing no more than **two (2) persons per permissible bedroom**, including guests of the Lessee, but excluding babies in cribs (age 2 and under). “**Guests**” means persons who visit any member of the Lessee Family and stay overnight in the Leased Premises. _____ (Lessee’s initials)

The overnight occupants of the Leased Premises during the Rental Term shall be _____ adults, _____ children, and _____ babies in cribs (age 2 and under). _____ (Lessee’s initials)

PLEASE NOTE: To protect the quality of life at Diamond Cove, the occupancy limits must be strictly enforced. Noncompliance will result in eviction and forfeiture of all payments. _____ (Lessee’s initials)

Please indicate whether one or more of the overnight occupants of the Leased Premises is an owner of property at Diamond Cove or a family member of such an owner.

Circle one: YES / NO

6. USE OF DIAMOND COVE PREMISES

The Lessee and the other members of the Lessee Group may use the Common Properties, including the recreational facilities. However, in so doing, they must comply with the Redacted DCHA Governing Documents, and at their sole risk.

As a former military fort, Diamond Cove contains a number of abandoned buildings, batteries and other structures. Entry to these buildings, batteries and structures is forbidden. If Lessee or any other member of the Lessee Group enters any such building, battery or structure, it is at their sole risk.

_____ (Lessee’s initials)

7. VISITORS

The Lessee and the Lessee Family may have no more than **six (6) visitors** during any one day. “**Visitors**” means visitors of any and all members of the Lessee Family from anywhere outside of Diamond Cove who

do not stay overnight at the Leased Premises, including other persons who reside or are renting at or visiting Great Diamond Island but excluding owners of property at Diamond Cove and their families, guests and visitors.

_____ (Lessee's initials)

8. TRANSPORTATION, VEHICLES

Transportation that is provided by DCHA to its members and their families, guests and visitors to and from the piers on Great Diamond Island also will be provided to members of the Lessee Group. Lessee may bring and use bicycles. Lessee may not use any other form of mechanical propulsion, including but not limited to, golf carts (except with the **prior written approval of Agent** and otherwise in accordance with the requirements of the Redacted DCHA Governing Documents), mopeds or other motor vehicles, helicopters or other aircraft, at or on the property of Diamond Cove. Lessee's use and storage of boats is a matter between the Lessee and the management of the marina at Diamond Cove, and is not governed by this Lease.

9. ASSIGNMENT AND SUBLETTING

Lessee shall neither assign this Lease nor sublease the Leased Premises without the prior written consent of Agent, in its sole and absolute discretion. Any assignment or sublease in violation of the immediately preceding sentence shall be null and void *ab initio*.

10. DAMAGE TO PREMISES

If the Leased Premises or any part thereof becomes damaged by fire or other unavoidable casualty, either party may immediately terminate this Lease or the parties may continue this Lease with a mutually agreed upon abated Rent. If the Leased Premises are destroyed by fire or other unavoidable casualty, then this Lease shall terminate, and a *pro rata* share of the Rent shall be returned to the Lessee.

11. DANGEROUS MATERIALS

Lessee shall not keep or have on the Leased Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Leased Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

No smoking is permitted within the Leased Premises. Lessee acknowledges the danger of fire on an island and shall immediately extinguish all matches, tobacco products, and other inflammables upon termination of their use.

12. ANIMALS

Lessee shall keep no domestic animals on or about the Leased Premises or elsewhere at Diamond Cove, except as expressly approved in writing by Agent and then subject to, and compliance by Lessee (and the other members of the Lessee Group) with, the Redacted DCHA Pet Rules and Regulations.

13. RIGHT OF INSPECTION

Lessor and his/her/their/its agents (including Agent) shall have the right at all reasonable times during the Rental Term to enter the Leased Premises for the purpose of inspecting the Leased Premises and all buildings and improvements thereon, and all associated goods and chattels.

14. HOLDOVER BY LESSEE

Should Lessee remain in possession of the Leased Premises after the natural expiration of the Rental Term without the prior written approval of Agent (in its sole and absolute discretion) or after the termination of this Lease by Agent in accordance with **Paragraph 15** below, a new tenancy from day to day shall be created between Agent and Lessee at a rental rate per day (or part thereof) of 200% of the rate per day of

Rent payable under this Lease. In addition, Lessee's failure to vacate the Leased Premises upon such natural expiration or such termination shall subject Lessee to any damages suffered by Agent and/or Lessor from subsequent, contracted lessees. Lessee agrees to fully reimburse Agent and/or Lessor for all attorneys' fees, court costs, and any other costs necessary to evict and remove Lessee from the Leased Premises and any and all other amounts payable by Lessee.

_____ (Lessee's initials)

15. DEFAULT

If any default is made in the payment of any amount during the Rental Term, or if any default is made in the performance of or compliance with any other provision of this Lease, Agent shall be entitled to terminate this Lease, and Agent may re-enter the Leased Premises and remove all persons therefrom. Agent shall give Lessee written notice of any default and the intention of Agent to terminate this Lease and, except as provided in **Paragraph 17** below, Lessee shall have 24 hours after receipt of such notice to cure such default or take action reasonably likely to effect such cure within a period not to exceed 48 hours (which period shall be determined in the sole and absolute discretion of Agent).

16. ABANDONMENT

If at any time during the Rental Term Lessee abandons the Leased Premises or any part thereof, Lessee shall not have any right to any Rent relief. If Agent's right of re-entry is exercised following abandonment of the Leased Premises by Lessee, then Agent may consider any personal property belonging to Lessee and left on the Leased Premises to also have been abandoned, in which case Agent may dispose of all such personal property in any manner Agent shall deem proper and is hereby relieved of all liability for doing so.

17. BINDING EFFECT

The covenants and conditions contained herein shall apply to and bind the parties and their respective heirs, legal representatives, and permitted assigns, and all covenants and agreements herein are to be construed as conditions of this Lease. The violation of the Redacted DCHA Governing Documents by Lessee or any other member of the Lessee Group, including **Paragraph 5, 7, and 9** above, shall each constitute a default under this Lease, and shall result in the right of Agent to terminate immediately this Lease. If such termination occurs, Agent shall be entitled to retain all Rents paid hereunder.

18. INDEMNITY

Lessee agrees to be responsible and liable to Agent, Lessor and DCHA (and/or any and all of its members) for, and to agree to indemnify and hold harmless Agent, Lessor and DCHA (and any and all of its members) from and against, any and all:

(a) violations of the Redacted DCHA Declaration, the Redacted DCHA Rental Rules and Regulations and/or this Lease by Lessee and any and all members of the Lessee Group, and/or (ii) other acts and omissions of any and all members of the Lessee Group.

(b) (i) fines and/or other charges imposed by DCHA on (A) Lessor and (B) Lessee arising out of any and all violations of the Redacted DCHA Declaration, the Redacted DCHA Rental Rules and Regulations and/or this Lease by any and all members of the Lessee Group, (ii) damages (including property damages) incurred and/or sustained by Agent, Lessor and DCHA (and/or any and all of its members) arising out of any and all such violations and/or other acts and omissions of any and all members of the Lessee Group, and/or (iii) collection and other costs and expenses arising out of any and all such violations and/or other acts and omissions. The (x) violations and/or other acts and omissions described in **Paragraph 18(a)** above, and (y) the fines, charges, damages, costs and expenses described in this **Paragraph 18(b)**, collectively, the "**Lessee Rental-Related Liabilities**".

(c) (i) violations of the Redacted DCHA Pet Rules and Regulations and/or this Lease by Lessee and any and all other members of the Lessee Group in respect of a pet at Diamond Cove, and/or (ii) other acts and omissions of any all members of the Lessee Group in respect of a pet at Diamond Cove.

(d) any and all (i) fines and/or other charges imposed by DCHA on (A) Lessor and (B) Lessee arising out of any and all violations of the DCHA Pet Rules and Regulations and/or this Lease by any and all members of the Lessee Group with respect to a pet and by their pet(s) at Diamond Cove, (ii) damages (including property damages) sustained by DCHA (and/or any of its members) arising out of any and all such violations and/or other acts and omissions by any and all members of the Lessee Group with respect to a pet and by their pet(s), and/or (iii) collection and other costs and expenses arising out of any and all such violations and/or other acts and omissions. The (x) violations and/or other acts and omissions described in **Paragraph 18(c)** above, and (y) the fines, charges, damages, costs and expenses described in this **Paragraph 18(d)**, collectively, the “**Lessee Pet-Related Liabilities**”.

(e) (i) claims, actions, suits and/or proceedings by any and all members of the Lessee Group against Agent, Lessor and/or DCHA (and any and all of its members) arising out of the use of the Common Properties by any and all members of the Lessee Group and (ii) damages, losses, liabilities, costs and expenses (including attorneys’ fees and expenses) incurred and/or sustained by Agent, Lessor and/or DCHA (and/or any and all of its members) arising from any and all of the foregoing or otherwise related to such use.

(f) (i) claims, actions, suits and/or proceedings by any and all members of the Lessee Group against Agent, Lessor and/or DCHA (and any and all of its members) arising out of the entry into any and all of the abandoned buildings, batteries and other structures at Diamond Cove by any and all members of the Lessee Group and (ii) any and all damages, losses, liabilities, costs and expenses (including attorneys’ fees and expenses) incurred and/or sustained by Agent, Lessor and/or DCHA (and/or any and all of its members) arising from any and all of the foregoing or otherwise related to such buildings, batteries and structures.
_____(Lessee’s initials)

19. APPLICATION OF RENTAL SECURITY DEPOSIT

The Rental Security Deposit shall be applied by Agent (a) against damages to the Leased Premises, and (b) in the event Lessor has provided Agent with the written permission, against the fines, charges, damages, costs and expenses that constitute Lessee Rental-Related Liabilities payable to DCHA (and/or any and all of its members) in the order of priority set forth in **Paragraph 18(b)** above. _____(Lessee’s initials)

20. APPLICATION OF PET SECURITY DEPOSIT

The Pet Security Deposit shall be applied by Agent (a) against damages to the Leased Premises, and (b) in the event Lessor has provided Agent with the written permission, against the fines, charges, damages, costs and expenses that constitute Lessee Pet-Related Liabilities payable to DCHA (and/or any and all of its members) in the order of priority set forth in **Paragraph 18(d)** above. _____(Lessee’s initials)

21. DISPUTE RESOLUTION

Lessee irrevocably agrees to submit to the exclusive jurisdiction of the Cumberland County Superior Court of the State of Maine, for the purposes of any dispute between Lessee and Agent, and/or Lessee and/or DCHA, with respect to the subject matter of this Lease. Lessee further agrees that service of any process, summons, notice or document by U.S. registered mail to Lessee’s address set forth in this Lease shall be effective service of process for any dispute. Lessee irrevocably and unconditionally waives any objection to the laying of venue of any dispute, or the matters contemplated hereby, in the Cumberland County Superior Court of the State of Maine, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in such Court that any such dispute brought in such Court has been brought in an inconvenient forum.

Lessee and Agent hereby waive, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute directly or indirectly arising out of, under, or in connection with, this Lease or any other matter contemplated hereby.

In the event of any action, suit or other proceeding by Lessee, Agent, Lessor and/or DCHA related to this Lease, the non-prevailing party shall be obligated to pay any and all legal fees and expenses incurred by the prevailing party. _____ (Lessee's initials)

22. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the internal laws of the State of Maine applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

23. DCHA RIGHT TO ENFORCE THIS LEASE

Lessee and Agent acknowledge and agree that DCHA shall constitute and be a third party beneficiary of this Lease and, as such shall be entitled (but shall not be obligated) to enforce this Lease against Lessee and Agent, in each case, except those provisions that pertain to the obligation of Lessee to pay Rent. The failure of Lessee to comply with any of the provisions of this Lease, including, without limitation, any of the provisions of the Redacted DCHA Governing Documents that pertain to the rental of units and pets at Diamond Cove, shall give DCHA and its authorized agents the same rights as Agent under this Lease, including the rights under **Paragraph 15** above.

_____ (Lessee's initials)