

## THE WOODS MAINE<sup>TM</sup>

### GUEST RENTAL AGREEMENT

This Guest Rental Agreement (the “Agreement”) is entered into by and be between AIMEE LLC, a Maine limited liability company doing business as The Woods Maine (“The Woods”) and the guests set forth at the end of this Agreement (the “Guests”), and is effective as of the date of booking by Guests of their stay at the Treehouse (as defined below), which date is set forth at the end of this Agreement. The Woods and Guests may collectively be referred to herein as the “Parties.”

In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. LEASE

The Woods hereby leases to Guest, and Guest hereby rents from The Woods, the treehouse located at 28 Dove Way, Norway, Maine 04268, and the furnishings therein (the “Treehouse”) and the right to access the property surrounding the Treehouse and owned by The Woods for the Term (as defined below) and subject to the terms and conditions of this Agreement.

#### 2. TERM

The dates of Guests’ stay in the Treehouse is as set forth at the end of this Agreement. Check-in time on the Check-In Date (as defined at the end of this Agreement) is 3p.m. Eastern time and check-out time on the Check-Out Date (as defined at the end of this Agreement) is 11 a.m. Eastern time. The time period from check-in on the Check-In Date to check-out on the Check-Out Date shall hereinafter be referred to as the “Term.”

Guests must vacate the Treehouse on the Check-Out Date, unless The Woods and Guests mutually agree in a signed writing to extend the Term of Guest's rental of the Treehouse.

Renting the Treehouse requires a minimum stay of two (2) nights (the “Minimum Stay Amount”). If Guests desire to stay for less than the Term, Guests will be charged for the greater of the Term or the Minimum Stay Amount, regardless of the number of days Guests actually stay at the Treehouse.

#### 3. RENTAL RATES, SECURITY DEPOSIT AND CANCELLATIONS

To rent the Treehouse, Guests shall pay the following rates:

2022 Rental Rates:

Monday – Thursday Night	\$650/night
Friday - Sunday Night	\$750/night
Weekly Rate	\$4,200/ week (7 nights)

Holiday rates vary by season. Please contact The Woods for applicable rates.

The Woods shall not be responsible for any shortened stay of Guest, including by reason of bad weather, travel conditions, or other frustration of Guests’ particular purpose. Guests shall continue to be responsible for payment for the Term.

In the event the Treehouse and/or The Woods’ property shall become unavailable to Guests after booking for reasons beyond The Woods’ reasonable control, such as, but not limited to, an act of God, fire, flooding, or other natural disaster, war, terrorist activities, government action, pandemic, or any other events or circumstances not within the reasonable control of The Woods, whether or not similar or dissimilar to any of the foregoing (a “Force Majeure Event”), The Woods shall be excused from performance under this Agreement and shall only be responsible to return to Guests any funds already paid by Guests to The Woods. Upon the occurrence of a Force Majeure Event, The Woods will promptly notify Guests of the occurrence of a Force Majeure Event.

4. SECURITY DEPOSIT

The Woods, or any of its booking agents, such as Airbnb, may require you to pay a security deposit in advance of your stay, or may require your authorization to place a hold on your credit card to protect the Woods against potential damage to the Treehouse. You will always have a chance to review the amount before you make your reservation. In the event of a hold, you will not be charged when the hold is placed, but may be unable to access funds in the amount of the hold until the hold is released. Provided there are no necessary deductions or charges made due to damage to the Treehouse or furnishings, or other costs incurred by The Woods due to Guests’ stay, the security deposit or hold will be released to you promptly following the Check-Out Date.

If any deductions or charges are made, The Woods will send Guests an itemized list, and return or release the remainder of the security deposit or hold, if any.

## 5. GUEST CANCELLATIONS

Guests acknowledge and agree that the Treehouse is a unique property and cancellation or reductions of booking will result in losses to The Woods. Guests agree that in the event of cancellation or reduction of booking, Guests shall pay the following:

- (a) If Guests cancel their stay or reduce the number of nights of their stay within the period that is fifteen (15) to thirty (30) days prior to Guests' Check-In Date, Guests will be charged 25% of the rental amount due to The Woods for Guests' booking of days cancelled;
- (b) If Guests cancel their stay or reduce the number of nights of their stay fewer than fifteen (15) days prior to Guests' Check-In Date, Guests will be charged 50% of the rental amount due to The Woods for Guests' booking of days cancelled; and
- (c) If Guests do not cancel their stay in advance but do not arrive on their Check-In Date or stay until their Check-Out Date, Guests will be charged the full rental amount due to The Woods for such days Guests booked the Treehouse, but did not stay at the Treehouse.

## 6. TREEHOUSE RULES

Guests agree to abide by the following rental rules (the "Rental Rules") at all times during Guests' stay at the Treehouse:

- (a) Children under the age of 18 must always be accompanied by an adult while on the property;
- (b) Only the Guests identified below are permitted on the property and in the Treehouse. No invitees of those Guests are permitted at any time and Guests may not sub-let or assign any Guest's rights under this Agreement;
- (c) Guests shall respect neighbors of The Woods by refraining from making or causing to be made loud noises outside after 9pm Eastern time and after 10pm Eastern time in the Treehouse;
- (d) Smoking is strictly prohibited in the Treehouse and on The Woods' property;

- (e) Illegal activities, including but not limited to the use of illegal substances or the use of substances by underaged persons, are strictly prohibited in the Treehouse and on The Woods' property.
- (f) Any and all animals are prohibited from being on The Woods' property or in the Treehouse;
- (g) Guests may not access the main house, garage or shed on the property;
- (h) Guests using the grill must follow the written instructions at the grill regarding proper use and cleaning of the grill;
- (i) Guests may only cook in the grill or in the kitchen area;
- (j) Guests must turn off the fireplace when not in use and when Guests are not present in the Treehouse;
- (k) Guests are not permitted to have any flammable or hazardous materials, such as fireworks or chemicals, or to start any fires in the Treehouse or on The Woods' property;
- (l) Guests shall dispose of all trash in the trash receptacles provided by The Woods and shall not leave any food, drink or trash accessible to wildlife on the property; and
- (m) Guests shall turn off the lights in the Treehouse at the conclusion of their stay and generally leave the Treehouse and The Woods' property in a neat and orderly condition.

If any Guest is found to be in violation of the Rental Rules, The Woods may immediately terminate this Agreement and the Guests' stay.

## 7. WAIVER OF LIABILITY

As a condition of Guests' occupancy of the Treehouse and the surrounding property of The Woods and the execution of this Agreement by The Woods, Guests agree to execute the liability waiver attached hereto as Exhibit A (the "Liability Waiver"), which is incorporated herein by reference. Parents and/or guardians of minor children agree to execute a Liability Waiver on behalf of minor children. Even absent execution of the Liability Waiver, all Guests, for themselves and on behalf of any minor children, agree that the terms of the Liability Waiver shall apply to all Guests, including minor children.

## 8. THIRD PARTY SERVICES

As a convenience to Guests, The Woods may notify Guests of third-party providers, including, but not limited to, Your Maine Concierge services and local watercraft rental agencies, whom Guests may elect to engage to enhance their stay. Guests acknowledge and agree that such third-party providers are not agents of The Woods. Guests acknowledge and agree that The Woods is not responsible for the performance, non-performance, or inadequate performance of any third-party providers.

#### 9. PROPERTY DAMAGE, INJURIES, ALARMS, THEFT

Upon the occurrence of any of the following events, Guests shall immediately notify The Woods of such event by telephone at (207) 370-4149, or by email at [info@thewoodsmaine.com](mailto:info@thewoodsmaine.com):

- (a) In the event Guests cause any damage, or discover any damage, to the Treehouse or the surrounding property of The Woods;
- (b) In the event Guests notice any fire alarm activity in the Treehouse;
- (c) In the event Guests, or any one of them, are injured on the property or in the Treehouse; or
- (d) In the event Guests suspect any unauthorized entry or theft of property from the Treehouse.

If Guests leave the Treehouse or property in a condition that requires additional maintenance and/or repairs, Guests hereby agree to pay for such maintenance or repairs. Additionally, Guests agree that if there is any delay in maintenance or repairs during the Term for reasons beyond The Woods' control, Guests remain obligated to perform under this Agreement. Guests shall not tamper with any fire alarm or smoke detectors. The Woods is not responsible for any lost or stolen items.

#### 10. INTERNET USE

Access to the internet has been provided in the Treehouse as a courtesy and convenience for Guests. Guests acknowledge and agree that such access is not integral to this Agreement. No refund of payment or fee shall be given in case of internet outages, speed, or access problems.

#### 11. ACCESS

During the Term, The Woods' personnel shall endeavor to give Guests privacy, but shall have access to the Treehouse as follows:

- (a) To inspect and repair any reported damage to the Treehouse, or to inspect for any reasonably suspected damage;
- (b) To supply agreed services to Guests; and
- (c) In case of emergency.

Except in case of emergency or if it is impracticable to do so, or upon consent of a Guest, which consent shall not be unreasonably withheld, The Woods will give Guests reasonable notice prior to entering the Treehouse and shall only enter between the hours of 9a.m. and 5p.m. Eastern time.

#### 9. TERMINATION

Should Guests violate any of the terms of this Agreement, The Woods may terminate this Agreement immediately and without notice and Guest shall vacate the property immediately upon The Woods' request. Guests hereby waive any and all rights under this Agreement upon any violation or breach. If The Woods discovers any damage to the Treehouse and property, which amounts to a monetary cost in excess of any Security Deposit or rental fees, The Woods shall be entitled to seek all legal avenues for recovery.

#### 10. ITEMS LEFT BEHIND

The Woods shall make reasonable efforts to notify Guests upon its discovery that Guests have left any items behind following their stay, by mailing to Guests at their address below an itemized list of items left behind. If these items are not timely claimed and retrieved, Guests forfeit their rights to such items and The Woods shall not be held responsible for any disposal.

#### 11. HOLDOVER

Guests acknowledge and agree that, absent mutual agreement to extend the Check-Out Date, failure of Guests to timely vacate the Treehouse and the property of The Woods on the Check-Out Date will result in substantial harm to The Woods. If Guests do not timely vacate, Guests shall pay The Woods daily at a rate equal to twice the rental rate applicable for each such day that Guests fail to vacate. The Woods shall retain all rights to evict holdover Guests. Guests holding over agree to indemnify The Woods for any monetary damages incurred as a result of such Guests' failure to timely vacate.

#### 12. MISCELLANEOUS

- (a) Except as otherwise stated in this Agreement with regards to a particular circumstance, all notices to be given by Guests to The Woods under this Agreement shall be delivered in writing to The Woods at: 28 Dove Way, Norway, Maine 04268, or by email at [info@thewoodsmaine.com](mailto:info@thewoodsmaine.com). Notices shall be deemed delivered when actually received.
- (b) No modification of this Agreement shall be binding upon The Woods unless in writing signed by the Woods. The modification of any part of this Agreement shall have no effect on any other part of this Agreement, which shall remain in full force and effect.
- (c) If any part of this Agreement is deemed invalid by operation of law, the remainder of this Agreement shall remain valid and enforceable to the greatest extent permitted by law.
- (d) Any waiver or failure by The Woods to enforce any provision of this Agreement at any time shall not be construed as a waiver of The Woods' right to enforce the same provision at any other time, or to enforce any other part of this Agreement.
- (e) The rights and remedies contained in this Agreement are not exclusive of any other rights and remedies allowed to The Woods by applicable law.
- (f) This Agreement shall be governed by the laws of the State of Maine, irrespective of conflicts of laws provisions. Any action arising out of this Agreement shall be brought in the courts of the State of Maine located in Cumberland County.
- (g) In the event of default by Guests that constitutes a wanton disregard for the terms of this Agreement by Guests, Guests agree to pay The Woods' reasonable attorneys' fees and expenses incurred in connection with enforcement of this Agreement.
- (h) This Agreement may be executed in counterparts, all of which shall constitute a single instrument.
- (i) This Agreement, together with its Exhibits, which are incorporated herein by reference, constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior agreements between the Parties with regards to that subject matter.

[Signature Page Follows]

The Parties have executed this Guest Rental Agreement as of the Date of Booking set forth below.

AIMEE LLC

(d/b/a) The Woods Maine

\_\_\_\_\_

By: \_\_\_\_\_

Guest

\_\_\_\_\_

Name:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Booking: \_\_\_\_\_

Check-In Date: \_\_\_\_\_

Check-Out Date: \_\_\_\_\_

Guest

\_\_\_\_\_

Name:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Guest

\_\_\_\_\_

Name:

Address: \_\_\_\_\_

\_\_\_\_\_



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Guest

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Name:

Address: 

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Exhibit A

Liability Waiver

THE WOODS MAINE<sub>TM</sub>

LIABILITY WAIVER

For good and valuable consideration, including, but not limited to the ability to access the treehouse and property (the "Property") located at 28 Dove Way, Norway, Maine 04268, owned by AIMEE LLC, a Maine limited liability company (d/b/a "The Woods Maine", such entity referred to hereinafter as "The Woods"), the undersigned Guest, on his or her own behalf and on behalf of Guest's parents, children, representatives, heirs, next-of-kin, spouse and assigns and anyone else who might initiate an action on Guest's behalf, hereby acknowledges and agrees as follows:

1. That activities on the Property may include inherent risks, including, without limitation, falling, tripping and drowning ("Inherent Risks"). Inherent Risks do not include negligence of The Woods or its agents. Guest voluntarily assumes all Inherent Risks and danger of injury during Guest's visit to the Property.
2. That The Woods is not liable to Guest or any person on behalf of Guest for any injury or damage sustained by Guest arising out of Inherent Risks, and that The Woods will not compensate Guest or any other person for injury or damages sustained by Guest arising out of Inherent Risks.
3. That Guest hereby releases, discharges and promises not to sue The Woods, or any of its agents or owners, for any loss, liability, damages, or costs whatsoever arising out of or related to any loss, damage, or injury (including death) sustained by Guest arising out of Inherent Risks.
4. That Guest hereby agrees to indemnify, defend and hold The Woods and any of its agents and owners harmless from any and all claims or assertions of every kind or nature as a result of Inherent Risks.

The undersigned have read this Liability Waiver and understand it is a promise not to sue and to release The Woods and its owners and agents from claims.

Guest

Parent or Guardian (if Guest is a minor)

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Print Name

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Print Name

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Date