



2023 Bold Colorful Life Cape Rental-Direct

Bold Colorful Life Cape 802 Back River Road, Boothbay, Maine 04537 Phone: 207-633-6566

Thank you for renting this property. We are delighted to have you visit and enjoy the greater Boothbay peninsula in mid-coast Maine!! We hope that your stay is comfortable and memorable and that you return to stay with us again and again. Please let us know how we can help to make your stay a pleasant one. The owner/manager lives on site and is available much of the time to ensure that. Please fill out the period of time for which you are renting the Cape here: _____.

Below are the 'agreements' under which we rent this property to you.

1. CHECK-IN TIME IS AFTER 4 P.M. EST UNTIL 8 P.M. AND CHECK-OUT IS NOON EST. Please, NO early check-in or late check-out unless we have reached an agreement beforehand.
2. This is a NON SMOKING house. The other house rental on the property is also NON SMOKING.
3. Pets are not permitted in this house under any conditions. So many people are allergic that it makes it unpleasant for others to rent it after pets have visited.
4. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$700 is required. **This must be received with this signed contract and the 50% rental deposit, in the next seven (7) days, to ensure that your reservation is confirmed. If your rental dates are within 90 days of this contract date, the full rental amount should accompany the signed contract.** The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (4) days of departure, provided the following provisions are met.
 - a. The house is left clean and tidy and no damage is done to the house, its contents or amenities, nor to the property, beyond normal wear and tear. Soiled dishes are placed in the dishwasher and cleaned.
 - b. All debris, rubbish and discards are placed in black bags, in the garbage cans, as specified, with lids securely attached, and all recyclables are managed according to the [Policies and Information manual](#) guidelines.
 - c. All house keys are left on the kitchen island and the house is left locked.
 - d. All charges accrued during the stay are paid prior to departure- see [Policies](#) for chargeable items
 - e. As many linens as time allows are washed in cold water, thoroughly dried and folded. No linens are lost or damaged. "Linens" includes any used sheets, towels, blankets, shams, rugs, robes, etc.
 - f. Please, no early check-in or late check-out, unless we have reached an agreement beforehand.
 - g. Unloading is allowed on the driveway. Parking is allowed on designated hard surfaces, but not on the lawns or soft surfaces, please. **Guests are financially responsible for any damages to the premises or personal property. The cost of any repairs or needed maintenance due to guest conduct or violation of the Policies or this Rental Agreement shall be deducted from the security deposit. The owner reserves the right to pursue all available legal remedies.**
5. PAYMENT – An advance payment equal to 50% of the rental rate is required with this signed contract. The advance payment will be applied toward the house rent. Please make payments in the form of bank money orders, cashiers checks or personal checks payable to Bold Colorful Life or send a payment through Paypal or Venmo. The advance payment is not a damage deposit. The BALANCE OF RENT is due one hundred twenty (120) days before your arrival date.
6. CANCELLATIONS/ADJUSTMENTS: For direct bookings, a one hundred twenty (120) day notice is required for cancellation. For cancellations that are made more than one hundred twenty (120) days prior to the arrival date, a full refund will be made, subject to a 5% Cancellation Fee or \$300, whichever is greater. Holiday cancellation fees may be higher. Cancellations that are made within 120 days of the arrival date forfeit the full advance payment and damage/reservation deposit. Neither early departure nor fewer actual guests nor changes that result in a shortened stay warrant any refund of rent or

deposit. **Travel insurance is strongly suggested in item 17, below**

7. PROPERTY RENTED 'AS IS': Nothing contained within the advertising material of this property or represented during communications is deemed to constitute any warranty or guarantee of the condition of the premises, services and/or situation upon which renting guest should or may rely. Seasonal and other variances may occur between any photographs, renderings and/or descriptions which may render such photographs, renderings and/or descriptions materially different from actual premises, services and/or situation encountered. Renting guest is renting the premises/services/situation "as is/where is".

8. MAXIMUM OCCUPANCY- The maximum number of guests for this house is limited to nine (9) persons. An additional charge of \$35.00 per person per night for overnight guests in addition to nine (9) will be assessed, for persons of any age and size. ☺ ~~Additional charges are levied for an 'event' and agreements must be made for an event before arrival.~~ Due to the continued presence of the COVID virus, no events (including guests other than those staying overnight) are allowed on this property and no guests may be added to any contract once it is signed and accepted. **If an event is held or any guests beyond those designated in the contract are invited onto the property without the owner's permission, the security deposit will be forfeit.**

9. THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY, FIVE (5) NIGHTS DURING THE SUMMER SEASON.

Longer minimum stays may be required during holiday periods. If a rental is taken for less than the minimum stay, the guest will be charged the minimum night rate.

10. INCLUSIVE FEES – Rates include a one-time linen-towel setup. **All linens are to be left clean, dry and folded.** Amenity fees are included in the rental rate with the exception of the AC, which is offered on a rental basis. Cleaning service after check-out is included in the rental rate; we ask that you return the building to the state in which you found it. Please note: the vacation rental does NOT include breakfast but the kitchen is fully equipped for you to make your own.

11. NO DAILY MAID SERVICE – While linens and bath towels are included in the unit, and the maid service to clean the house after you leave is included in the rate, daily maid service, while you are renting the house, is not included in the rental rate. It is, however, available at an additional rate. Just let us know if you'd like to take advantage of it. We suggest you bring beach towels. We ask that you do not take towels or linens from the house.

12. RATE CHANGES – Rates subject to change without notice, until the contract is signed.

13. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

14. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing, in advance.

15. OFF STREET PARKING INCLUDED – Unloading is allowed on the driveway. Parking is allowed on designated hard surfaces, but not on the lawns or soft surfaces, please. There are 4 parking spots behind the Cape for the Cape guests. There are 5 parking spots in front of the Cape for the Farmhouse guests. There are additional parking spots across the street on a parking flat.

16. HURRICANE OR STORM POLICY: No refunds will be given for inclement weather situations; see below:

17. TRAVEL INSURANCE: **We highly recommend that you purchase travel insurance.** If you wish to purchase travel insurance, one place to purchase it is at: www.InsureMyTrip.com.

I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By Signing Below, I agree to all terms and conditions of this agreement. I also agree that I have read and will follow all property [Policies](#).

Signature: _____ Date _____

Home Address: _____

Phone Number: _____

Cell Phone Number: _____

Email address: _____

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the facilities and services of Bold Colorful Life Estate, I agree for myself and for the members of my family and my vacation rental group, to the following:

1. I have read and agree to observe and obey all posted 'policies' and warnings, and further agree to follow any oral instructions or directions given by Melissa L. Thornton, or the employees, representatives or agents of Melissa L. Thornton and Bold Colorful Life.

[POLICIES](#) can be found on the boldcolorlife.com website; a copy will be emailed to me a month before my arrival, and there is a hard copy in each rental building. I HAVE READ THE POLICIES CAREFULLY BEFORE SIGNING THIS DOCUMENT, I WILL RE-READ THEM BEFORE MY ARRIVAL and SHARE THE POLICIES WITH ALL MEMBERS OF MY GROUP.

2. I recognize that there are certain inherent risks associated with use of the above described vacation rental, use of the buildings, property and equipment. I assume full responsibility for personal injury, of any kind, to myself and to my family members and to the members of my vacation rental group, and do further release and discharge Melissa L. Thornton and Bold Colorful Life for injury, of any kind, loss or damage arising out of my or my family or group's use of or presence upon or within the facilities of Bold Colorful Life Estate, whether caused by any fault of myself, family or group, or other third parties.

3. I agree to indemnify and defend Melissa L. Thornton and Bold Colorful Life against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my, my family's or my group's use of or presence upon or within the facilities of Bold Colorful Life.

4. I agree to pay for all damages to the facilities of Bold Colorful Life caused by my or my family's or group's unintentional, negligent, reckless or willful actions.

5. Any legal or equitable claim that may arise from participation/use of the above shall be resolved under Maine law in Lincoln County, Maine.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____

Printed Name: _____

If you plan to use our complimentary sports equipment, please sign the below Release of Liability for each person who will be using the equipment.

KAYAK AND SPORTS EQUIPMENT USE
RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the sports equipment and/or recreational kayaks and/or boats at the Bold Colorful Life Estate, I agree for myself and for the members of my family and my vacation rental group, specifically:

NAMES: _____

to the following:

1. **I have read and agree to observe and obey all posted 'policies' and warnings on and about the kayaks and kayaking/boating**, and further agree to follow any oral instructions or directions given by Melissa L. Thornton, or the employees, representatives or agents of Melissa L. Thornton and Bold Colorful Life. The [POLICIES](#) manual includes a section about the use of the kayaks and sports equipment. These can be found on the [boldcolorlife.com](#) website; a copy will be/was emailed to me a month before my arrival, and there is a hard copy in each rental building.

2. I recognize that there are certain inherent risks associated with use of the above described recreational kayaks and/or other sports equipment. I assume full responsibility for personal injury, of any kind, to myself and to my family members and to the members of my vacation rental group, and do further release and discharge Melissa L. Thornton and Bold Colorful Life for injury, of any kind, loss or damage arising out of my or my family or group's use of or presence upon or within any of the facilities of Bold Colorful Life Estate, including the sports equipment and kayaks, whether caused unintentionally or by any fault of myself, family or group, or other third parties.

3. I agree to indemnify and defend Melissa L. Thornton and Bold Colorful Life against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my, my family's or my group's use of or presence upon or within the facilities of Bold Colorful Life, including the use of any sports equipment and/or kayaks.

4. I agree to pay for all damages to the sports equipment and/or kayaks at Bold Colorful Life caused by my or my family's or group's unintentional, negligent, reckless or willful actions. Should we miss the tide change, I agree to wash down the equipment so that it's available for general guest use.

5. Any legal or equitable claim that may arise from participation/use of the above shall be resolved under Maine law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature (s): _____

Printed Name (s): _____