Seaglass Village Condominium Association
2026 Rental Contract

The 2026 Rental Contract (this "Contract") is made on this _____ day of _____, 2026 by and between _____(hereafter, "Owner"), Cottage # _____ (the "Cottage"), and Seaglass Village Condominium Association, a Condominium Association (hereafter, "Association") with a regular place of business at 1 Old County Road in Wells, Maine 04090 and its affiliated Rental Program (hereafter, "Program").

This contract covers the 2026 season of operation for Seaglass Village, which will run between January 1, 2026, and December 31, 2026, for four-season cottages and May 1, 2026, to October 31, 2026, for seasonal cottages (the "Rental Season"). Owners who rent their cottages through the Program or with the assistance of a realtor, agency, or service must read and agree to the terms and conditions set forth in this Contract.

This Contract will be in effect upon receipt of a signed original by the Owner, along with an annual processing fee of $200.00 and a completed W-9 Form. Payments may be made by check or electronic transfer payable to Seaglass Village.

Subject to the Declaration, Bylaws and Rules and Regulations of the Condominium Association (together, the "Condominium Documents"), the Contract and its attachment represent the entire Program agreement between the Owner and the Association.

The Program, upon receipt of a signed original contract from an Owner, will designate the Cottage as a rental unit so that the Cottage may be rented by the Owner under the terms of this Contract.

The Owner shall be responsible for renting the Cottage directly or with the help of an outside realtor, agency, or service. The Association will not provide any services to the Owner or to realtors, services, or agencies other than the limited services explicitly set forth in this Contract.

Per the Town of Wells and the Condominium Documents, any rental over 28 consecutive days must have a lease, which must be in writing and in a form pre-approved by the Seaglass Village Board of Directors. This rental contract explicitly does not cover leases.

For purposes of this 2026 Rental Contract, the following terms shall have the following meanings:

"Renter" shall mean the person who enters into an agreement with the Owner or the Owner's rental agent to rent a cottage and shall include all persons who occupy the cottage under any rental agreement with the Owner or the Owner's agent;

"Guest" shall mean any person who, while not occupying a cottage with a Renter, enters on Seaglass premises at the invitation or with the consent of a Renter.

A. Rental Terms and Conditions:

Eligibility for Program: Any Owner can participate in the Program during the Rental Season described herein.

The Program, upon receipt of a signed original contract from an Owner, will designate the Cottage as a rental unit so that the Cottage may be rented by the Owner and will be self-administered by the Owner, through a real estate agent, or using an accredited agency.

B. Owner's Responsibilities

The Owner hereby agrees that it shall not rent a Cottage without following the Checking In and Out process as highlighted in Section B, Paragraph 2 of this Contract. Any Owner who rents a Cottage privately or without the consent of the Association will be in violation of their obligations under this contract and will be subject to contract termination at the sole option of the Association, and to fines as listed below.

1. No Assistance to Renters

The Association staff will not answer questions from, or aid, any Renter or Guest regarding the rental unit, check-in/check-out procedures, amenities access, or maintenance inside the cottage. All such matters must be directed to the Owner.

2. Reservations and Cancellations; Checking In and Out

The Association will have no responsibility for providing any check in or out services to the Owner or to any Renter. The Town of Wells code enforcement office requires everyone at Seaglass Village, including Renters, to list the names of all the people occupying each unit. The Owner shall submit as proof of check-in the names of their Renters and vehicle information by emailing the required information to gm@seaglassvillage.com both 7–days prior and the day their arrival. Any fines from the Town of Wells for not following this Town of Wells policy will be the sole responsibility of the Owner. (Refer to Conduct and Liability Section below)

All reservations shall be for no less than two (2) nights.

In the event a reservation is canceled, the Owner must notify the General Manager with proof of cancellation as early as possible, but not later than 9:00am on the day of check-in to avoid having to pay the daily rental fee. Proof of Cancellation shall contain an email from the Owner or Renter stating the reservation has been cancellated. Details of the cancellation, including the date of cancellation and any applicable refund information should be provided. It should be submitted by information by emailing the required information to gm@seaglassvillage.com, or by calling the front desk at (207) 216-9400. If a reservation is not canceled in a timely manner by the Owner and Seaglass Village processes the reservation, the Owner will be responsible for the daily rate.

3. Conduct and Liability

Owner is responsible for informing all Renters and Guests of the rules, regulations, and policies of the Association and shall advise all Renters and Guests of the amenities that are reserved for those 18 years and older. The Owner shall provide each Renter with a "Renter Information Packet" prior to arrival that contain at minimum the following information:

- HOA Rules & Regulations (including but not limited to: speed limit, one-way streets, no smoking, 18+ areas, no glass at the pools, quiet hours, etc.)
- Parking map
- Amenity hours & rules
- Trash/recycling instructions
- Owner/emergency contact info

Owner shall be subject to the same remedies for violations of the Condominium Documents by Renters and Guests as they would be if the Owner had made the same violation, including the imposition of fines.

Except for the limited duties of the Association set forth in this Contract, Owners, agents, service providers, and contractors, shall be solely responsible for all rentals, services, notices, cleanings, repairs, and other items relating to the Program. The Association assumes no responsibility for providing any services under this Contract other than those expressly set forth herein. Except as otherwise required by applicable law or regulation, the Association assumes no responsibility or liability and expressly disclaims all responsibility and liability for any injury or damage to any Renter or Guest and for any injury or damage caused by any Renter or Guest. Except as otherwise expressly set forth in this Contract or as otherwise required by applicable law or regulation, the Owner hereby assumes all responsibility and liability for all injury and damage caused directly or indirectly by all Renters and Guests and for all injury and damage suffered, directly or indirectly, by all Renters and Guests, and shall indemnify the Association fully for any claims arising from any act or omission of the Owner or any Renter or Guest.

Where the actions of a Renter or Guest violate the rules and regulations of Seaglass Village, the Association shall immediately notify the Owner and shall afford to the Owner a reasonable opportunity to bring the Renter's and/or Guest's activities and actions into conformance with the rules and regulations of Seaglass Village. Should the Owner not take such remedial actions, the Association reserves the right to impose violation(s), a fine or penalty against the Owner. No violation, fine or penalty imposed under this provision may be disputed with the Association unless the Owner provides evidence satisfactory to the Association demonstrating that violation by their Renter or Guest did not occur.

Should any Renter or Guest cause any damage or injury to an item of property, real or personal, individually or commonly owned, which is in any of the common areas of Seaglass Village, the cost of repair, replacement or remediation shall be solely the responsibility of the Owner. All such costs shall be charged to the Owner's statement and shall be due within thirty (30) days of billing. The Association reserves the right to levy against an Owner for failure to pay such amounts within ninety (90) days of billing.

Such levy shall become a lien against the Cottage in accordance with Maine Condominium Act, without further notice to the Owner in accordance with the provisions of such Act. Association reserves the right to suspend the Cottage from the Program if any fees are not paid timely in accordance with this Contract.

To protect the safety and well-being of all Residents and Guests of Seaglass Village, the Association reserves the right to have any Renter or Guest evicted and/or removed from the premises for any

egregious, aggravated, or continuous violation of the rules and regulations of Seaglass Village that, in the Association's sole discretion, puts the safety and security of other Residents or Guests in jeopardy.

The Association reserves the right to enforce all rules and regulations and, if necessary, to speak to any Renter or Guest to seek compliance in the event of any nonconforming activity or action.

C. Maintenance

Except as otherwise expressly set forth in this Contract or as otherwise required by applicable law or regulation, the Owner and its agents or other parties responsible for the Cottage hereby assume responsibility for all maintenance and services required by all Renters and Guests during the time they are at Seaglass Village. The Association must have contact information for any agent of Owner or other party responsible for the Cottage. The Owner shall be responsible for all after-hour service calls including but not limited to lock outs, smoke alarms, or any rental-related issues.

Owners shall supply their cleaning company with a key or entry code to their Cottage. This lock must be keyed to the Master Key system at Seaglass Village. All cleaning companies must be fully insured and provide certificate of liability to the General Manager.

It is the Owner's responsibility to have the entire improved area around their Cottage weeded, mowed, snow removed from driveway and deck (Four Season Cottages only), and otherwise reasonably maintained in accordance with the Condominium Documents throughout the Rental Season. If the Owner is not on Seaglass Village property during the Rental Season and is unable to perform this function, then the Association may, at its sole discretion, have the work done, and the Owner shall be charged accordingly in accordance with the Condominium Documents.

(Refer to the **Maintenance Responsibility Chart in Addendum "A"** for further clarification.)

D. Rates, Fees, Taxes, & Payments

2026 Daily Rate to be paid to the Association

- $15/day from January 1, 2026, to May 31, 2026
- $33/day from June 1, 2026, to September 30, 2026
- $15/day from October 1, 2026, to December 31, 2026

The Owner shall have the ability to set their own rental rate(s) in accordance with the terms of this contract. The Owner shall be responsible for the collection of all rental amounts from their Renter(s) and the collection of all fees and related charges.

The Association assumes no responsibility for collecting fees or amounts from any Renter in the Program. The Owner agrees to pay the Association by direct transfer from a checking account to an account chosen by the Association.

The Owner acknowledges that it shall promptly pay all lodging taxes due to the appropriate government agency as per the Town of Wells Ordinance and shall indemnify and hold harmless the Association from non-payment of any such lodging taxes.

The Owner agrees to pay the Daily Rental Rates to the Association as set forth in this Agreement. All rental fees shall be charged to the Owner's account and statements will be sent by e-mail on or about

the 16th of each month for fees accrued during the preceding month. **Payment is due upon receipt; after 7 days, late fees and interest shall automatically be applied.** The Association has the right to change its policy on any payment terms at their sole discretion. Owners will be given 30-day notice by e-mail of any policy change.

Any unpaid fees, fines, levies, or additional fees assessed as the result of a rental shall be charged to the Owner's account and included in the monthly statement referenced in the preceding paragraph. To enforce the collection of all fees, levies, and fines, all balances unpaid after a period of ninety (90) days shall hereby constitute a lien against the Cottage in accordance with the Maine Condominium Act and the Condominium Documents. In accordance with this Act, this may be accomplished without recording or further notice to the Owner.

E. Occupancy Limitations

Occupancy per bedroom and total Cottage occupancy must be set in advance and must comply with the Condominium Documents. The Association recommends that there be no more than two occupants per bedroom. Per Wells Town ordinance, occupancy must be limited to six people for a two-bedroom cottage from May 1, 2026, to October 31, 2026, and limited to four people from January 1, 2026, to April 30, 2026, and from November 1, 2026, to December 31, 2026.

F. No In-Stay Solicitation

Owners, their agents, and service providers shall not engage in any form of solicitation of another Owner's Renters during the Renter's stay. For the purposes of this section, "solicitation" shall mean any communication between the Owner (or their representatives) and any Renter, whether in the form of a verbal conversation or by providing such Renter with brochures, business cards or any other form of communication with which the Renter could contact the Owner in the future for the purpose of renting the Cottage, where such communication is initiated while the Renter is occupying a different Owner's cottage. If a direct rental takes place due to Solicitation of a Renter outside the terms of this contract, the Owner will be subject to the fines and disciplinary actions as described in **Section I. Fines**.

G. Non-Smoking

All Cottages are non-smoking, as stated on the Seaglass Village website and in all advertising and promotional literature. No Renter or Guest will be allowed to smoke in any Cottage or anywhere on Seaglass property. If Renters or Guests smoke on the premises in violation of this prohibition, the Owner will be assessed a $500.00 fine and will be responsible for any smoke remediation that may be necessary.

H. Sale/Transfer of Cottage; Continuation of the Rental Program

If the Owner sells or otherwise transfers Ownership of the Cottage, this Agreement shall remain in full force and effect after said transfer, binding subsequent Owners to the terms of this Agreement for those reservations booked prior to the change in Ownership. The Owner shall provide a copy of this Agreement to all prospective purchasers of the Cottage prior to the closing of any purchase/sale of the Cottage.

A new Owner of the Cottage may, or may not, elect to remain in the Program beyond those rentals with reservations made prior to the date of sale. In the event the new Owner desires to remain in the Program, it shall immediately contact the Association to sign a new rental contract.

I. Fines

If the Association finds the Owner to be in violation of this Agreement, it may assess a fine equal to $5,000.00 or 50% of the total rental minimum amount for each day rented without the Association approval, whichever is greater, and the Association may cancel the rental contract for the remainder of the calendar year.

All fines for Renter misconduct are billed directly to the Owner and must be paid within 30 days to avoid suspension from renting.

J. Miscellaneous Obligations

The Owner will provide every registered Renter with the Cottage keypad code and two gate cards which should be returned to the Owner at check-out.

K. Insurance

1. Supplemental Liability Policy

   The Owner shall provide a copy of their Supplemental Liability Policy upon signing of this Contract and must provide proof of coverage when requested by the Association during anytime in the calendar year.

2. The Owner shall always maintain a copy of policy of commercial general liability insurance insuring it against liability for bodily injury, property damage (including loss of use of property), and personal injury arising out of the operation, use or occupancy of the Cottage. Owner shall name the Association as an additional insured under such policy. The liability coverage limit of the policy shall be no less than one million dollars ($1,000,000.00) per occurrence. The Owner must provide the Association on demand with proof of insurance satisfactory to the Association demonstrating that the Owner has a policy in place that complies with the requirements of this provision. The amount and coverage of such insurance shall not limit the Owner's liability nor relieve the Owner of any other obligation under this Agreement. If the Association finds the Owner to be in violation of not having the proper Supplemental Liability Policy, they may be subject to a fine per Section I of this Contract.

L. Confidentiality

The Association agrees to hold all disclosed Confidential Information in strict confidence and not to disclose it to any third party without the Disclosing Party's prior written consent, except to employees, contractors, or agents who have a need to know such information for the purpose of the Town of Wells check in/out policy and who are bound by confidentiality obligations at least as protective as those contained in this Contract. The Receiving Party shall use the same degree of care to protect Confidential Information as it uses to protect its own confidential information of importance, but in no event less than a reasonable degree of care. This obligation shall not apply to any information that (a) is or becomes publicly available through no fault of the Receiving Party, (b) was rightfully known to the Receiving Party prior to its disclosure, (c) is rightfully received by the Receiving Party from a third party without restriction, or (d) is independently developed by the Receiving Party.

By the signature below, the undersigned accepts the terms and conditions of this Contract. The Contract shall remain in effect until the end of 2026.

Cottage #

Owner Name (Printed)

Owner Signature

Date Signed

Receipt Acknowledged by Seaglass Village

Addendum A

Maintenance Responsibility Chart

Area / Item	HOA Responsibility	Owner Responsibility
Common Area Grounds & Landscaping	Maintain all shared landscaping, walkways, signage, and lighting in common areas.	None – Owners responsible for ARC-approved plants or decorations in their limited common space.
Roads, Parking Lots, Sidewalks	Maintenance, snow removal, striping, and lighting of all HOA-owned roads and parking areas.	Vehicles belonging to the Owner, their Guests, or Renters must comply with parking rules.
Clubhouse, Pool, Fitness Center, & Other Amenities	Cleaning, maintenance, and operation of all common amenities.	Provide Renters with passes/keys and rules before arrival. Lost passes replaced at Owner's expense + a service fee for staff time.
Trash (Common Bins)	Emptying and upkeep of shared bins and collection areas.	Ensure Renters dispose of trash properly.
Exterior Building Maintenance	Maintenance and repair of exterior structure, siding, roofing, gutters (HOA is responsible for the repairs and the Owner will be billed per the Condominium Documents).	None, unless damage is caused by Owner/Renter negligence.
Pest Control – Common Areas	Preventive and corrective pest control in common spaces.	Pest control inside the cottage or on the private deck/patio.
Utilities – Common Areas	Electricity, water, internet (if applicable) for HOA facilities and amenities.	All utilities inside the unit (electricity, water, gas, internet, cable, etc.).
Interior of Cottage	None.	All maintenance, repairs, cleaning, and replacements for appliances, furniture, flooring, walls, fixtures, décor, etc.
HVAC / Heating / Cooling	None.	Owner responsible for repair, replacement, and maintenance.

Area / Item	HOA Responsibility	Owner Responsibility
Plumbing & Electrical	None inside units.	All repairs, leaks, clogs, and fixture issues inside the unit, including hot water heaters.
Keys, Key Cards, Codes	None issued to Renters.	Owner responsible for providing to Renters; replacements billed to Owner + a service fee for staff time.
Renter Complaints or Questions	Staff will not assist Renters with unit-specific issues.	Owner must be the primary contact for Renters for all concerns.
Rule Enforcement	HOA enforces community rules in common areas; fines are billed to Owner if Renters violate.	Owner ensures Renters have rules, understand them, and follows them.
Emergencies *(Fire, Medical, Security)*	HOA will respond as appropriate in common areas and contact emergency services.	Owner handles any unit-specific emergencies after initial emergency response.