



SAMPLE USE AGREEMENT

The Osborn Finch Cabin of the Pemaquid Watershed Association

Proceeds from use of this cabin support the stewardship of the Osborn Finch Wildlife Sanctuary as well as the Pemaquid Watershed Association's mission to conserve the natural resources of the Pemaquid Peninsula through land & water stewardship and education.

WHAT TO EXPECT:

PO Box 552
15 Courtyard St.
Damariscotta, ME 04543
207-563-2196
info@pemaquidwatershed.org
www.pemaquidwatershed.org

The Osborn Finch cabin is a truly rustic camping experience. Situated on the Muscongus Bay shore within a 12-acre nature preserve, the cabin offers a peaceful retreat. Its rustic character is most enjoyed by those who do not mind being without common creature comforts for a few days: **the cabin has no running water or electricity**, and indoor facilities include **a composting toilet**.

A cooler and propane cookstove with cookware, utensils, and dishes are provided. Several oil lamps and a propane lantern, as well as two gallons of water and two propane canisters, will be provided by PWA. Users are responsible for providing their own bedding (sleeping bags/linens/pillows/blankets), food, ice for the cooler, and flashlights. Additional supplies are the responsibility of the renter. The cabin is approximately 1/2-mile walk over a preserve trail from the parking area.

USE AGREEMENT

This lease, dated:

Between

Pemaquid Watershed Association, Inc.
with offices at 15 Courtyard St.
Damariscotta, ME 04543
207-563-2196

And

Lessee:
Address:

Telephone:

1. The TERM of this agreement shall be ____ nights:

Beginning: _____ Ending: _____

The property will be ready for occupancy at 12:00 p.m. (noon) on the beginning date of the lease and must be vacated by 12:00 p.m. (noon) on the ending date of the lease.

2. The PREMISES are located at: Osborn Finch Wildlife Sanctuary, Dutch Neck Road, Waldoboro, Maine. To reach the cabin from Damariscotta: Travel Route 1 to Biscay Road (right turn at McDonald's). Travel Biscay Road to Route 32 North, turn right at Dutch Neck Road. At the fork stay left, travel 2.5 miles to the preserve parking area (a grassy area well marked with a preserve sign).

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3. The MINIMUM STAY requirement is two nights, or payment of the minimum charge of \$100.00.

4. The USE RATE is \$50/night, with payment in full due upon signing of the lease.

5. ACCOMMODATIONS:

Beds (total sleeping capacity 4 people): One ¾ bed, one twin, and one bunkbed.

Other items provided by Lessor include cookstove, cooler, oil lamps, cookware, dishes and utensils, two gallons of water, and two propane canisters. Lessee supplies linens/sleeping bags, blankets, pillows, towels, ice for cooler, flashlights, and food. *There is no running water or electricity.*

6. CANCELLATIONS:

If your reservation is cancelled at least two weeks prior to the reserved arrival date a 90% refund of all funds paid will be made. If a cancellation is made with less than two weeks notice 50% of funds paid will be refunded unless we are able to rent the cabin to another party for the days cancelled. In that case 90% of funds paid will be returned.

7. OCCUPANCY:

Maximum occupancy is **limited to four** people, including sleeping accommodations outside (as per #8) the cabin (tents or sleeping bags).

8. NON-CABIN SLEEPING ACCOMMODATIONS may be made only in the woods within fifty feet of the cabin. The front field is off limits to any sleeping accommodations including, but not limited to, campers, pop-ups, trailers, and tents.

9. COMPOSTING TOILET: Lessees must adhere to the instructions for use of the composting toilet at the cabin.

10. PETS are permitted, but, for their own safety and welfare, as well as for that of preserve visitors and wild residents, pets are not allowed to roam freely on the preserve; please keep pets on a leash while on preserve lands.

11. The cabin, its contents, and the surrounding area should be left in the same condition that Lessee found them, including removal of trash and garbage, dishes washed, floors swept, and waste water buckets under the sink emptied.

12. All windows and the door must be secured and locked by Lessee when Lessee leaves the premises.

13. FIRE danger is extremely high for the cabin and the surrounding preserve land. Smoking is not allowed. No open fires – use propane stove and oil lamps only.

14. Read and follow fire and carbon monoxide hazard warnings found on stove fuel cylinders.

15. PARKING: Lessees are to park in the mowed parking area in front of the Osborn Finch preserve sign. Cars should not be parked on Dutch Neck Road or at the rear of the field. The cabin is less than a ½-mile walk over a preserve trail from the parking area.

16. BOATS: There is a sheltered cove below the cabin that is ideal for canoe and kayak access to the preserve. Lessees who bring canoes/kayaks are encouraged to launch them from the town boat landing on Dutch Neck, located just upstream from the preserve, to avoid a long, arduous carry-in via the preserve trails.

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17. The LESSEE will be responsible for all damage or breakage and/or loss to the premises, except normal wear and tear.

18. LESSEE assures the LESSOR that any tenant who violates any of the terms of this Lease shall be immediately denied occupancy and shall remedy any damages or other expenses which are caused by the tenant and/or the tenant's guest(s).

19. LESSEE agrees that any tenant who is found using illegal drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises.

20. LESSEE and/or their guests shall not disturb, annoy, endanger, or inconvenience preserve neighbors or wildlife, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

21. LESSEE may not let, sublet or assign this lease without prior written consent of the LESSOR.

22. LESSEE agrees to indemnify and save LESSOR harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the LESSEE, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

23. In the event that any action shall be commenced by either party arising out of or concerning this lease or any right or obligation derived therefrom, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity.

SIGNATURES:

LESSEE: _____ Date: _____
NAME OF LESSEE

LESSOR: _____ Date: _____
PWA Authorized Representative

AMOUNT DUE: \$ _____ upon signing lease

1. Make checks payable to Pemaquid Watershed Association.
2. Return signed use agreement and payment to PWA, PO Box 552, Damariscotta, ME 04543.
3. **Reservation is not secured until signed use agreement and payment are received.** PWA will mail a copy of the signed agreement and a letter of receipt to the Lessee to serve as confirmation of reservation.

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Thank you for supporting our work.