

PEAK SEASON CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE

WILLIAM & CATHERINE WHITE

Vacation / Recreational Lease
38 MASHIE CIRCLE
MASHPEE, MA 02649
508-477-8653

Lease, made this ____ day of _____, (The term of this lease shall not exceed 100 days)

By William and Catherine White of 1673 Mar West Street, Tiburon, Ca. 94920

Ph 415-435-3601 415-380-2341

Hereinafter called the LANDLORD

Email aabcs@comcast.net or billameq@pacbell.net

And _____ of _____

Hereinafter called the TENANT

Ph _____ Work _____ Ext. _____

Email _____

WITNESSETH, that the LANDLORD hereby leases to the TENANT the premises located at **38 Mashie Circle, Mashpee, MA 02649**

This lease shall be for a term of _____ beginning at 3:00 p.m. on _____ and ending at 10:00 a.m. on _____, and for such term, the TENANT agrees to pay **\$2,500.00** per week which includes utilities such as gas, electricity and trash removal, etc. Long distance telephone calls are extra.

And for the heretofore described term, the TENANT agrees to pay **\$400.00 as a security deposit**. It is understood that said security deposit is not to be considered prepaid rent, nor shall any damages claimed (if any) be limited to the amount of said security deposit.

The LANDLORD hereby notifies the TENANT that the LANDLORD will submit to the TENANT an itemized list of all charges to the phone (other than local) and return the original security deposit less damages if applicable or other lawful deductions and cleaning fee, within 14 days after termination of the tenancy.

SUMMARY OF PAYMENTS:

Total Rent	\$ <u>2,500.00</u>	(includes \$100.00 non-refundable reservation fee)
Rental Deposit	\$ <u>1,000.00</u>	Paid Herewith
Rental Balance	\$ <u>1,500.00</u>	Due on or before May 1 st of year stated above with the exception of October, November, December, January, February, March, April and May when balance is due 30 days prior to the commencement rental date.
Security Balance	\$ <u>400.00</u>	Due on or before May 1 st of year stated above with the exception of October, November, December, January, February, March, April and May when balance is due 30 days prior to the commencement rental date. Security Deposit returned after inspection of the premises.

And for such term the TENANT agrees to pay a \$100.00 reservation fee. *(A fee of \$25.00 will be deducted from the security deposit for each key not returned to William and Catherine White after time of departure and a fee of \$25.00 will be deducted for any unpaid returned check.)

The LANDLORD hereby notifies the TENANT that William and Catherine White of 1673 Mar West Street, Tiburon, Ca. 94920 is the person authorized to receive notices of violations or law and to access services of process on behalf of LANDLORD.

The parties hereto, in consideration of these presents, agree as follows:

1. No more than 5 persons will occupy said premises.
2. No animals, birds, or pets of any description shall be kept in or upon the leased premises.
3. This is a non-smoking property. Smoking media of any kind is not permitted inside the house. All smoking media, outside of the house, shall be disposed of properly.
4. The TENANT will be responsible for all damage or breakage and/or loss to the premises, except normal wear and tear and unavoidable casualty which may result from occupancy.
5. The TENANT shall leave the house in a clean and orderly condition. A CLEANING FEE OF \$225.00 will apply. Such fee to be deducted from security deposit. Due to the number, TENANT understands the unit cleaning cannot always be completed by 3:00 p.m. check-in time. Housekeepers may be in the unit upon tenant's arrival.
6. TENANT shall indemnify LANDLORD against all liabilities, including reasonable attorney's fees, incurred by LANDLORD by reason of (a) TENANT'S failure to comply with its obligations hereunder, or (b) any injury to person or property damage occurring on the leased premises or account of any act or negligence of TENANT or TENANT'S guests.
7. The LANDLORD will supply bed linens and towels, unless otherwise agreed.
8. If the TENANT defaults and/or otherwise fails to comply as regards to any items in this lease, the TENANT agrees to vacate said premises upon receipt of proper notification from the LANDLORD and/or upon proper commencement and final adjudication of proceedings authorized and/or required by the applicable laws and regulations of the Commonwealth of Massachusetts.
9. The TENANT agrees to allow the LANDLORD or his agent to enter and view the premises:
 - a. To inspect premises
 - b. To make repairs thereto
 - c. To show the same to a prospective TENANT or Purchaser and
 - d. To protect the premises if it appears said premises have been abandoned by TENANT
 - e. To perform weekly pool maintenance
10. The LANDLORD and the TENANT agree that should the premises be destroyed by fire or other casualty so as to become unfit for human habitation that these presents shall thereby be ended with refund to the TENANT for any rent term unused. The exception to this should the property be rendered uninhabitable by an act of God, reimbursement, if any, is negotiated between the TENANT and the LANDLORD.
11. Subject to the conditions of paragraph 10, the LANDLORD agrees that should the premises acquire a condition which amounts to a violation of law which may endanger or materially impair the health, safety or well being of the TENANT, or become unfit for human habitation: upon proper notice to a discovery by the LANDLORD thereof, the rent or a just portion thereof according to the nature and extent of the condition shall be suspended or abated until the condition is remedied, if such a remedy is reasonably possible during the lease term: provided, however, that said condition or violation of law was not caused by the TENANT or others lawfully upon said premises.
12. The LANDLORD agrees to keep his property in good repair and to supply fixtures and household furnishings, equipment or other personal property only as represented at the time of the initial showing and when final deposit is made. The LANDLORD agrees to provide for yearly inspection and maintenance pumping of septic system.
13. The LANDLORD and the TENANT state that the rental of these premises is for a vacation or recreational purpose as expressed in Massachusetts General Laws C. 186 15B(9).
14. In case of CANCELLATION, TENANT is liable for rent unless the LANDLORD is able to re-rent the property for the same period of time using best efforts to find a suitable replacement. **All notice of cancellation must be in writing.**
15. The LANDLORD will do his best to describe the property to you, based on your requests, i.e. size, locations, amenities, and price range. If you or your representative is unable to view the property in person, you will have no recourse if you feel the property does not "fit your mental picture".

The undersigned agree to all the provisions in this lease:

LANDLORD _____
William or Catherine White

TENANT _____

Please Print Your Name

TENANT _____

Please Print Your Name