

VACATION LEASE

DATE MADE: January 1, 20xx

BY: CMV (hereafter called Landlord)

Residing at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

AND: John Smith (hereafter called Tenant)

Residing at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

The landlord leased to the tenant the September Morn Condominium # 1 ("The Jewel on the Beach"), located at 385 Commercial Street, Provincetown, MA, to begin on June x, 20xx, at 3:00 p.m., and end on June 1x, 20xx, at 11:00 a.m.

The tenant agrees to pay \$xxxx, which includes utilities such as gas, electricity, and trash removal, etc. Local telephone calls are included; all toll calls must be charged to the tenant's credit card or charged to the tenant's home telephone. In-season weekly parking stipend of \$100 will be included from July 4 through Labor Day. If less than 30 days between signing of lease and occupancy, total is due with signed lease, otherwise 1/2 of rental is due with signed lease; balance and security deposit are due 30 days from occupancy.

SAMPLE

SUMMARY OF PAYMENTS

Total Rental	\$xxxx.00
Security/Cleaning deposit (\$300)	<u>300.00</u>
TOTAL DUE:	\$xxxx.00

PAYMENT SCHEDULE:

50% Deposit Due with Signed Contract	\$xxx.00
Balance Due 4 Weeks from Rental	
Second 1/2 of Rent	\$xxx.00
Security Deposit	<u>\$300.00</u>
TOTAL DUE 30 DAYS IN ADVANCE OF OCCUPANCY:	\$xxxx.00

Tenant shall be responsible for all damage or breakage and/or loss to the premises, except normal wear and tear or acts of God. Pursuant to Massachusetts Law, the security deposit will be returned to the tenant in accordance with instructions from the landlord within 30 days. Any liability/damage/cleaning fee claimed (if any), shall not be limited to the amount of the security deposit.

THE PARTIES HERETO, IN CONSIDERATION OF THESE PRESENTS, AGREE:

1. That **no** smoking of any kind will take place in or on the premises.
2. That no more than **four** (4) persons will occupy said leased premises.
3. That **no** animals of any description will be kept in or on premises.
4. The tenant will leave the premises in the same general and good and habitable condition as (s)he found it ("Broom clean condition"), as explained in the Guest Notebook, prominently found in unit.
5. The landlord provides sheets, towels, and blankets. The tenant is requested to wash and dry their used sheets and towels using the washer, dryer, and supplies as provided. Check-out is delayed an hour to give more time to accomplish this request.
6. If the tenant cancels his / her reservation, it must be done so in writing. Every effort will be made to re-rent the property but the landlord cannot make any guarantee. No refund will be made and you are liable for the total rent amount unless the landlord is able to re-rent the property for the same time period and terms to another party. If the property is re-rented, you will be refunded up to the rental amount paid less a \$150 cancellation rebooking fee.
7. The tenant may not lease or sub-lease, nor permit any other persons to occupy premises except with prior approval of the landlord.
8. The combination to the outside key holder will be furnished by the landlord the week prior to the rental. There is one key in the outside key holder. The tenant must return, and lock, the key to the outside key holder upon departure. A \$25 fee will be charged for any keys not returned.
9. The tenant agrees to allow the landlord or his/her agent to enter and view said premises with proper notification.

- 10. Should the premises be destroyed by fire or other casualty so as to become unfit for human habitation then these presents shall thereby be ended with refund to the tenant for any remaining term unused unless the damage was caused by the tenant, in which case no refund will be granted.
- 11. Tenants assume risk of theft and destruction of Tenant's property that may be in the leased unit. Landlord is not liable for said loss.
- 12. The landlord and tenant state that the rental of these premises is for a vacation for recreational purposes as expressed in Massachusetts General Laws c 186 15B (9).
- 13. The tenant understands that parking is not included with the condominium.

Landlord

Date

Tenant

Date

SAMPLE