

VACATION LEASE

DATE MADE: January 1, 20XX

BY: C. M. V. (hereafter called Landlord) residing at xxxxxxxxxxxxxxxxxxxxxxxxx

AND: John and Mary Smith (hereafter called Tenant), residing at xxxxxxxxxxxxxxxxxxxxxxxxx

The landlord leased to the tenant the premises located at 50 Way, Lieutenant Island, South Wellfleet, Massachusetts, beginning on Saturday, Jul x, 20xx, at 3:00 p.m., & end on Saturday, Jul 1x, 20xx, at 11:00 a.m.

The tenant agrees to pay \$xxx, which includes utilities such as gas, electricity, and trash removal, etc. Telephone toll calls are not included. All toll calls must be charged to the tenant's credit card or charged to the tenant's home telephone. 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 and balance due 30 days from occupancy.

SUMMARY OF PAYMENTS

Rental, initial deposit = 1/2 total rent (payable with signed contract)	\$xxxx.00
Rental balance (paid 30 days prior to arrival)	\$xxxx.00
Security/Cleaning deposit (\$300, to be paid with rental balance)	+ <u>300.00</u>
<b>TOTAL</b>	<b>\$xxxx.00</b>



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 eight (8) persons will occupy said leased premises.
3. That **no** animals of any description will be kept in or on premises.
4. The tenant will be responsible for all damage and/or breakage and/or loss to the premises except normal wear and tear and unavoidable casualty which may result from occupancy.
5. The tenant will leave the premises in the same general and good and habitable condition as (s)he found it.
6. The tenant will supply the tenant's own linens and towels. The landlord provides blankets and pillows.
7. 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.
8. The tenant may not lease or sub-lease, nor permit any other persons to occupy premises except with prior approval of the landlord.
9. The tenant must return all keys to lock box(es) at departure. Keys are not to be locked within the house. *Landlord will deliver combination to lock box(es)\* to tenant prior to vacation dates.* A \$25 fee will be charged for any keys not returned.
10. The tenant agrees to allow the landlord or his/her agent to enter and view said premises with proper notification.
11. 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.
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).

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\* The Main House key is in the Main House key lockbox; the Honeymoon Cottage key is in the Honeymoon Cottage Key lockbox.