

Mayflower Beach Rental Lease

2/27/2015

TENANT: XXXXXXXXXXXXXXXX

LANDLORD: **Tom and Jessica Poti**
94 Horsefoot Path
Dennis Ma 02638
Tel. 508-769-5501

Witnesseth that the LANDLORD leases to the TENANT the Leased Premises located at **94 Horsefoot Path, Dennis MA 02638**

This lease will begin at **4 PM on Saturday the 25th of July 2015** and end at **10 AM on Saturday the 1st of August 2015** and for such term the TENANT agrees to pay **\$17,000.00**, which includes utilities such as gas, electricity, linens, and trash removal.

Total Rent: **\$ 17,000.00**
Security Deposit: **\$ 3,500.00**
Total Due: **\$ 20,500.00**

Deposit due with lease: \$5000.00

Balance and security deposit due 21 days prior to check in: \$15,500

Endorsement and cashing of the Security Deposit check constitutes acknowledgement of receipt.

All checks should be made out to Tom Poti and mailed to 2 Honey Locust Lane, Sandwich, MA 02563

1. Occupancy limited to **10** persons including children and visitors. Breach of this restriction will result in forfeiture of security deposit.
2. TENANT shall execute this lease and return to LANDLORD with initial deposit of **\$5000.00** no later than 7 days from receipt.
3. Should the TENANT not take possession or make payments as provided herein, it shall be considered a breach of contract and the LANDLORD may re-rent the property without liability on the part of the LANDLORD. The TENANT shall not assign, sublet or permit the leased property or any part thereof to be used by others except the TENANT named herein, the TENANT's spouse, children or guests for temporary visits.
4. If the TENANT cancels his/her reservation, all funds received will be refunded **ONLY** if premises are re-rented by LANDLORD for the reservation period. LANDLORD will make every effort to find a replacement TENANT. If LANDLORD is successful in securing a replacement for the entire term of the lease, at the same rate and terms, the TENANT will receive a refund of the deposit paid less 5% of the total rent due for this lease. If re-rented for a lesser amount, the difference between this rental and the lesser rental amount shall not be refunded. There is no guarantee that a replacement TENANT will be secured and there is no guarantee the TENANT will receive a refund if a replacement TENANT is not secured.
5. The LANDLORD will present the property in clean and habitable condition. Upon arrival, if TENANT is not satisfied with the cleanliness of the premises, TENANT will so notify LANDLORD **within 24 hours**. LANDLORD **will** provide bed linens and bathroom towels. Tenant is requested to leave the premises in a neat condition so that excess cleaning is not required.
6. TENANT agrees to abide by all Rules and Regulations located on www.mayflowerbeachrental.com TENANT is responsible for all toll calls and shall charge all such calls to TENANT's home phone or credit card.
7. If the TENANT or his representative is unable to view this property prior to entering into this lease contract, the LANDLORD will not be held responsible if this property does not meet the TENANT's expectations.
8. The TENANT shall return **ALL KEYS** to LANDLORD prior to departure. A \$100 fee will be deducted for each key not returned.
9. This property will not be used for functions such as weddings, wedding receptions, family reunions, or any other gatherings involving more than the maximum number of occupants specified in this lease agreement except with prior approval of the LANDLORD.

10. The TENANT shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.
11. The TENANT will be responsible for putting any and all trash in the allotted bins in the garage for trash service. Trash not disposed in the bins at termination of this lease agreement will be subject to a \$100 collection charge to the TENANT. Help us keep the home clean.
12. The TENANT will be charged \$500 for each hour that the property is occupied after the agreed check-out time (10:00AM) of the lease.
13. The TENANT will not lease or sublet, nor permit others to occupy premises except with prior approval of the LANDLORD.
14. The TENANT agrees to allow LANDLORD or his agent to enter and view premises, with proper notification: to inspect the premises; to make repairs; to show property to a prospective purchaser; or pursuant to a Court Order.
15. The LANDLORD shall have no liability to TENANT for inclement weather.
16. TENANT agrees to hold LANDLORD harmless of any injuries or claims caused by or contributed to by accidents, allergic reactions, or any other casualties or health problems which may arise during tenancy or as a result of said tenancy. Safety precautions undertaken by LANDLORD are not foolproof, and TENANT shall hold LANDLORD harmless from all claims to person or property arising out of the use and occupancy of the premises.
17. No animals of any description will be kept in or on premises. Breach of this restriction will result in forfeiture of lease with no refund.
18. The TENANT agrees to restrict any smoking to the outdoors. Smoking inside the house is not allowed.
19. Security deposit funds will be held by the LANDLORD. Endorsement and cashing of the Security Deposit check constitutes acknowledgment of receipt. Deposit refunds will be returned within one week of TENANT'S departure provided the property is left undamaged and without excessive cleaning required to ready the property for the next tenant. TENANT agrees to repair or replace any damage to the premises resulting from said tenancy. Damages that may be claimed by LANDLORD from TENANT are not limited to the amount of the security deposit and shall include any and all costs incurred by LANDLORD to recover such damages including attorney fees. Any deductions from security deposits will be confirmed with estimates, invoices/statements or receipts for costs incurred by LANDLORD.
20. Should the property be destroyed by fire or other casualty so as to become unfit for human habitation prior to occupancy by TENANT, this lease shall become null and void and all payments made hereunder shall be refunded to TENANT, who agrees to hold the LANDLORD harmless in such a case. Should the property be rendered uninhabitable by an Act of God (including but not limited to hurricanes, storms, floods, environmental disaster, loss of utilities), during tenancy, reimbursement on a per diem basis will be negotiated between the TENANT and the LANDLORD.

TENANT has read and agrees to this lease as well as any additional terms and policies on separate pages (none).

LANDLORD (signature): (_____) DATE _____

TENANT (signature): (_____) DATE _____

