

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

Cape Cod Board of Realtors

## Vacation/Recreation Lease

(The terms of this Lease Shall Not Exceed 100 Days Duration)

Lease made this \_\_\_\_\_ day of \_\_\_\_\_ 2009

By: MARK FAHEY; JOHN FAHEY, JR; JOHN FAHEY, SR

having permanent residence

At: 1115 ADAMS STREET BOSTON, MA 02124

hereafter called LANDLORD

HOME TELEPHONE: 617-479-6875

And: (TENANT NAME)

having permanent residence

At: (TENANT FULL MAILING ADDRESS)

hereafter called TENANT

HOME TELEPHONE: (TENANT PHONE)

Witnesseth, that the LANDLORD hereby leases to the TENANT, the premises located at:

**2 LADY SLIPPER LANE CHATHAM, MA 02633**

The lease shall begin at 3 :00 PM on: SATURDAY, (BEGIN DATE)

and end at 10:00 AM on: SATURDAY, (END DATE)

And for such term the TENANT agrees to pay: \$ 2,000.00 to include utilities such as gas, electricity, and trash removal, water, and cable TV. Telephone calls are not included.

The LANDLORD hereby acknowledges receipt from the tenant of \$ 1,000.00 as payment of the initial deposit. The LANDLORD will upon receipt of the balance due of \$ 1,000.00 from the TENANT, provide the TENANT with a written receipt for same, if requested.

And for the heretofore described term, the TENANT further agrees to pay \$500.00, as a security deposit, receipt of which the LANDLORD hereby acknowledges, to be held in escrow; it is being 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, or his or her agent, will submit to the TENANT an itemized list of any damages claimed to have been caused by the TENANT and return the entire security deposit less damages and other lawful deductions, within forty-five (45) days after termination of the tenancy.

	SUMMARY OF PAYMENTS	DUE DATE
Rental – Initial Deposit:	<u>\$1,000.00</u>	<u>(DATE OF ACCEPTANCE OF THIS LEASE)</u>
Rental – Second Deposit:	<u>\$1,000.00</u>	<u>(DATE ONE MONTH PRIOR TO RENTAL START)</u>
Plus- Security Deposit:	<u>\$500.00</u>	<u>(DATE ONE MONTH PRIOR TO RENTAL START)</u>
Total:	<u>\$2,500.00</u>	

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

1. That no more than 8 persons will occupy said premises.
  - 1a. That no animals, birds, pets of any description shall be kept in or upon leased premises.
2. 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.

3. The TENANT will leave the premises in the same general and good and habitable condition.

4. **The TENANT will supply the TENANT'S own bed linens and towels and the TENANT will supply extra blankets and fireplace wood.**

5. If the TENANT defaults and/or otherwise fails to comply as regards any item in this lease, the TENANT agrees to vacate said premises, upon receipt of proper notice 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.

6. The TENANT agrees to allow the LANDLORD or his agent to enter and view the premises, both inside and outside:

- A) to inspect the premises;
- B) to make repairs thereto;
- C) to show the same to a prospective TENANT or PURCHASER;
- D) pursuant to a Court Order;
- E) to protect the premises if it appears that said premises have been abandoned by the TENANT.

7. The LANDLORD and 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 be thereby ended, with refund to the TENANT for any rent term unused.

7a. Subject to the conditions of paragraph seven (7), 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 or 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.

8. The LANDLORD agrees to supply fixtures and household furnishings, equipment or other personal property only as represented at the time of the initial showing and when the initial deposit made.

9. The LANDLORD and TENANT state that the rental of these premises is for a vacation or recreational purpose as expressed in the Massachusetts General Laws C. 186 15 B (9).

10. Additional Provisions

SECURITY DEPOSIT will be held by in escrow; to be returned forty-five (45) days after the end of this lease OR after the telephone bill has been reviewed for long distance charges. The property will be rented in a clean and neat condition.

IN THE EVENT OF CANCELLATION - the TENANT is responsible for all rents due under this lease. If the premises are able to be re-rented all rents will be refunded.

ANIMALS, BIRDS OR PETS OF ANY DESCRIPTION SHALL NOT BE KEPT IN OR UPON THE LEASED PREMISES.

LONG DISTANCE CALLS should be charged to a credit card. All charges for long distance telephone calls to the rental property will be deducted from the security deposit.

FUNTIONS: The TENANT agrees that there shall be no functions, parties, clambakes, or gatherings of any kind involving more than 16 persons beyond the occupancy limit of the house without the knowledge and written permission of the owner.

If I do not personally inspect the premises prior to signing this lease I agree to accept the rental property as is upon arrival, provided it meets the basic standards of habitability under Massachusetts Law. In addition, I agree I will not be entitled to a refund of rent money and will have no claim/recourse against the owners.

This is a non-smoking property.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on the day and year first above written.

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_