

Vacation/Recreational Lease

10 Wharf Ave, Mashpee (New Seabury), MA

LANDLORD WITNESSETH, that the LANDLORD hereby leases to the TENANT the premises located at: **10 Wharf Ave, Mashpee (New Seabury), MA (herein the "Premises")**. This Lease, made Sunday, December 31, 2023 between LANDLORD and TENANT, is for the LEASE TERM and SUMMARY OF PAYMENTS below:

		10 Wharf Ave, Mashpee MA, 02649					
<u>LANDLORD</u>	<u>TENANT</u>	<u>LEASE TERM</u>					
		<u>Number of Rental Days</u>	<u>Check in Date</u>	<u>Check In Time</u>	<u>Check Out Date</u>	<u>Check Out Time</u>	
New Seabury Cape Cottages							
340 Northington Drive							
Avon, CT 06001		7		3:00 PM		10:00 AM	
NewSeaburyVH@Yahoo.com		<u>MAX CAPACITY</u>					
860-881-7438 (Cell)		<u>Adults</u>	<u>Parking</u>				
		6	2 Cars				
<u>SUMMARY OF PAYMENTS</u>							
	Base Rental Fee	Cleaning & Linens Fee	State and Local Taxes	Total Rental Fee	Rental Deposit	Rental Balance	Security Deposit
Amount							
Payments are Due:					Paid at Lease Signing	30 Days Prior to Rental	30 Days Prior to Rental

The TENANT agrees to pay the amounts shown in the table above which includes utilities including gas, electricity, cable, internet, water, and trash removal. The LANDLORD will supply bed linens and towels, unless otherwise agreed. For the heretofore-described term, the TENANT agrees to pay the Total Rental Fee, plus an additional amount of **\$1,000.00** as a security deposit. The Security Deposit is due no later than thirty (30) days prior to the commencement of the Check in Date. 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 or his agent, will submit to the TENANT an itemized list of any charges and return the balance of deposit less damages and other lawful deductions, within 60 days after termination of the tenancy. Upon receipt of the Rental Deposit, the LANDLORD shall provide the TENANT with an email confirmation. Upon receipt of the balance of the Total Rental Fee plus Security Deposit, the LANDLORD shall provide the TENANT with an email receipt and welcome package that includes lockbox combo, parking pass, beach pass and directions to the property. Should TENANT fail to utilize this confirmed reservation, LANDLORD retains all funds received, other than Security Deposit, unless the confirmed unit is re-rented at the same rate for the same time period. If the latter occurs, LANDLORD retains only a \$100.00 administrative fee. All notices of cancellation must be in writing. In the light of the current Covid-19 pandemic, should there be governmental actions that preclude the rental of the property for these dates or subset of dates, then all monies received for these dates will be refunded.

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

1. Number of occupants and vehicles shall not exceed MAX CAPACITY limits stated in table above.
2. No animals, birds, or pets of any description shall be kept in or upon the Premises.
3. 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.
4. Though the home is cleaned professionally, the TENANT is required to leave the Premises in a clean and orderly condition. If home is deemed excessively dirty or in disarray, an additional cleaning fee of up to \$250. may be deducted from the Security Deposit. TENANT understands that full cleaning cannot always be completed by 3:00 p.m. check-in time. Housekeepers may be in the Premises upon TENANTS arrival.
5. TENANT shall indemnify LANDLORD against any and 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 a person or property damage occurring on the Premises on account of any act or negligence of TENANT or TENANT'S guests.
6. If the TENANT defaults and/or otherwise fails to comply as regards to any item in this lease, 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.
7. The TENANT agrees to allow the LANDLORD or his agent to enter and view the Premises:
 - a. To inspect the Premises or make repairs thereto. TENANT also recognizes that there may be certain repairs or inspections that require the TENANT to be at the home.

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- b. To show the same to a prospective TENANT or Purchaser and
 - c. To protect the Premises; if it appears said Premises have been abandoned by TENANT.
8. 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 LANDLORD agrees that should the Premises acquire a condition that 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 or discovery by the LANDLORD thereof, the rent or just a 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 laws was not caused by TENANT or others lawfully upon said premises.
 9. LANDLORD agrees to keep the Premises in good repair and to supply fixtures and household furnishings, equipment, etc. only as represented at the time of the initial showing and when final deposit is made.
 10. 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).
 11. The LANDLORD will do its best to describe the Premises based on TENANT'S requests, i.e. size, location, and price range. The LANDLORD will send, upon request, the listing information and an exterior picture. If the TENANT or TENANT'S representative is unable to view the property, the TENANT will have no recourse if the TENANT feels the property does not "fit the TENANT'S mental picture."
 12. TENANT is being provided, this day, with a copy of the "Short-term Vacation or Rental Exemption Notification". TENANT is required to execute this form in connection with the execution of this Lease.
 13. TENANT agrees adhere to the following Additional Provisions and House Rules:
 - **RESPECT OF PREMISES AND NEIGHBORHOOD:** New Seabury / Popponesset is a family community. Emphasis on safety, quiet, and respect for property is a must - this is good for both our guests and neighbors. There is a formal neighborhood watch to ensure these values are upheld so please refrain from activities that would disrupt the community. Unacceptable activities include: loud parties or music, excessive parking of cars, fires and fireworks, etc. Complaints from the neighborhood watch will result in forfeiture of the security deposit. ***Cars must be parked in driveway and are not allowed on grassy areas or the street. The village will tow cars parked in street.***
 - **NO SMOKING IN THE HOUSE.** TENANT shall ensure that no cigarette butts are left outside on the Premises.
 - TENANT shall be watchful of the Premises as though TENANT owned the property. TENANT shall notify Don Gracy immediately of any urgent issues.
 - The Premises has many flowering plants and lawns; thus, we have installed sprinklers and timers to keep them lush and healthy. Please DO NOT touch timers, hoses, spigots, or sprinklers as they have been set to precision to allow automatic irrigation of the property. They are set to operate quietly in the very early morning and/or late afternoon, so should not interfere with your stay. Should TENANT notice an obvious problem with the function of any of these items, please notify Don Gracy immediately. Flowering window boxes are not automatically irrigated and can sometimes get dry between turnovers, so TENANT is encouraged to give them a drink.
 - Don't leave windows or doors open without the screens in place. Popponesset is quite a nature preserve, therefore insects and animals are often present.
 - TENANT agrees to manage electricity usage as though they were at their own home, including keeping doors and windows closed while AC is on and turning off unused lights, etc.
 - Several beach chairs, umbrella and beach carts are provided but sometimes can get worn without notice. TENANT shall notify Don Gracy in the case that they need replacement.
 - Gas grill is next to the patio. Should propane run out during TENANT'S stay, TENANT will be reimbursed for refilling the tank. No extra propane tanks are to be kept on premises. Propane tanks can be exchanged at Stop & Shop or other locations in Mashpee. Utensils should be left inside it or in the kitchen cabinets. Grill ignitors sometimes will fail and grill may need to be lit manually from a match or lighter. We try to keep lighters in the home in a kitchen drawer. Grills must be scraped clean at the end of a tenant's stay.
 - Home Systems and Utilities: LANDLORD agrees to provide and pay for these, and TENANT agrees to share the responsibility to keep them operational during their stay, Specifically: HDTV and (Upgraded) WIFI are provided for guests' enjoyment, along with a subscription to Comcast (Xfinity) Cable and WIFI. TENANT agrees to call 1-800-COMCAST (provide address and phone number 508-539-9075 when asked). to and make the first attempt to troubleshoot any issues arising with the television or WIFI, including scheduling of a technician in the event that it cannot be rectified via the phone. Comcast's website <https://www.xfinity.com/support/> is an excellent resource for self-service of troubleshooting, remote control codes, etc. NOTE: Often, these services can be restored by simply unplugging and re-plugging the cable box or WIFI modem after 1 minute. Passwords and location of WIFI equipment will be provided on your welcome package email.
 - Smoke and CO Alarm Systems. Our homes are equipped with code-compliant systems that are highly sensitive to smoke and carbon monoxide, but can also trip as a result of high humidity, dust, small insects and even brief electric power surges. Should an alarm trip during your stay, please take any actions you normally would at your own home to ensure your personal safety. If you have determined that there has been a false alarm, please notify Don Gracy or Bob Bestford via cell, text or

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both. Please also take note of details preceding the alarm, including time of day, duration, conditions in the home, weather, etc. Also note which detector(s) sounded and the number of beeps (3 beeps=Smoke, 4 beeps =CO).

- Hairdryers are in the bathrooms. Iron and board are also present in the home.
- We keep a starter supply of laundry, dish, hand and dishwasher soaps on hand, as well as toilet tissue and paper towels. Please leave any unused supplies at the home for the next guests. In the case a starter supply of above items is not present upon check-in, TENANT may purchase and request reasonable reimbursement.
- Inflatable beds with linens and pumps are in the closets if extra sleeping requirements exist. Please deflate them and put them back when finished.
- If TENANT is renting multiple homes from LANDLORD, please be sure that any items that may have moved between homes are brought back to where it came from.
- Beach chairs, umbrellas and beach carts are provided in the outdoor storage areas.
- Please put outdoor umbrellas down when not in use, as wind can easily pick it up and do damage.
- EMERGENCY CALLS for property-related issues: Don Gracy (860) 881-7438.
- **TRASH REMOVAL**
 - Trash pickup is typically on turnover day. At checkout, be sure that all trash is placed in the (2) extra-large (96 gal) barrels behind the home in the corral, with lids fastened tightly.
 - Do not separate recyclables or roll barrels to the curb – they will be picked up from their normal location
 - Please be sure to efficiently fill up only ONE BARREL AT A TIME. **Compact trash as much as possible and do not leave any trash outside of the barrels A \$75. fee will be charged if extra trash pickup is needed or if trash is left outside of the barrels.**
- **CHECKOUT CHECKLIST:**
 - Remember CHECK OUT time is 10 AM.
 - Our cleaning service is responsible for disinfecting, vacuuming, dusting, washing floors and providing clean bed linens. They clean at the end of each tenant's stay, unless agreed to otherwise in writing. It is the tenant's responsibility to leave the property the way they found it in a neat, orderly fashion.
 - CRITICAL: Strip all bed linens (not quilts) and start the first load of wash so the cleaning service can finish promptly. If you have unusually heavy laundry load, please try to do one load ahead of time and stack clean linens, towels in the linen closet. The cleaning service will finish the final load and replace linens on beds.
 - Clean out the refrigerator and freezer of all items you placed inside. Clean any spills / wipe the inside.
 - Run dishwasher with any final plates, utensils, etc. Be sure all food is scraped from plates before placing in dishwasher.
 - Please replace any items from your car, etc. back to the house. They are needed for the next guests.
 - Lock doors and put the key back into the lockbox and spin the dial a few times. Lost keys will result in a \$50 charge. Please be sure to close and lock all windows. Leave the ceiling fans ON.
 - Be sure all lights, stove, iron, AC units, furnace, gas grill, water faucets, etc. are OFF.
 - Scrape the outdoor gas grills well and be sure the grill utensils are left clean or in the dishwasher.
 - Be sure all of your items are out of the house when you leave. We are not responsible for items left or lost at the home. If items are left mistakenly, we will do our best to locate and return for a \$50 fee, plus postage.
 - MISCELLANEOUS: If in doubt – please clean or straighten it out!

Terms and conditions agreed upon:

LANDLORD

DATE

TENANT (SIGN & DATE HERE, PLEASE)

DATE



Please also fillout and sign page 4 below.

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SHORT-TERM VACATION OR RENTAL EXEMPTION NOTIFICATION
THIS FORM MUST BE COMPLETED FOR A VALID EXEMPTION
CLPPP FORM 94-1

Under the Massachusetts Lead Law (M.G.L. c.111, s.199B) and Regulations (105 CMR 460.100(D)), the owner of the property located at: 10 Wharf Ave, Mashpee, MA 02649, that is being rented or occupied for vacation purposes, certifies that all paint in the dwelling unit is intact including on the exterior parts of the windows and qualifies for an exemption from the Lead Law which requires the owner to abate or contain lead paint if a child under six years of age is in residence. The Department of Public Health advises parents of young children under six years of age who are tenants or occupants under this exemption for a period not to exceed a total of thirty-one days, that occupying a dwelling unit for a short period of time where lead paint is intact does not present a health hazard for children under six years of age. Should you be concerned about peeling paint that you have found in the dwelling unit, contact Don Gracy at 860-881-7438 to make repairs.

Date of Visual inspection when all paint or other coating was intact on relevant surface: Aug 28, 2022

Signature of Owner or Agent Performing Date Visual Inspection

 8/28/23

Number of Days Rented or Occupied (Not to Exceed 31 Days) _____ (TENANT FILL OUT, PLEASE)

Signature of Tenant or Occupant with Child Under Six Years of Age:

_____ TENANT (SIGN HERE PLEASE) _____ Date

If peeling paint is present in the dwelling unit, the owner is not exempt from the obligations of the Lead Law.

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