

Vacation Rental Agreement
The Summer House
East Orleans, Cape Cod, Massachusetts

DATE: **June 27, 2022**

TENANT: **Nancy Dumont**

phone: 802-793-1430
email: nancyjdumont@gmail.com

LANDLORD: **Jim O'Brien**
P.O. Box 2845
Orleans, MA 02653

phone: 508-255-8555 508-240-4626 (cell)
e-mail: jimobrienlaw@gmail.com

The LANDLORD hereby leases to the TENANT the Premises located at **24 Pine Ridge Lane, East Orleans, MA.**

This lease will begin at 6 pm on **July 2, 2022** and ends at 9 am on **July 9, 2022 (7 nights).**

For such term the TENANT will pay **\$ 2,950.00**, plus itemized fees, lodging tax and deposit.

Total Rent: \$ 2,950.00 (Regularly \$ 3,850)

Cleaning Fee: \$ 295.00

Administrative Fee: \$.00. (Regularly \$ 195)

MA Lodging Tax: \$ 465.00 **Security Deposit:** \$ 650.00

Total: \$ 3,710.00 (Total Due: \$ 4,460.00 by Venmo on 6/27/22)

1. 1 adult and 1 child to occupy property. Breach of this paragraph may result in forfeiture of the security deposit, and the possibility of additional charges and termination of agreement.
2. TENANT shall execute this lease and return to LANDLORD no later than 24 hours 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 and such others as are named herein.
4. Upon arrival, if TENANT is not satisfied with the cleanliness of the premises, TENANT agrees to notify LANDLORD **within 1 hour. LANDLORD does not provide bed linens and bathroom towels.** Tenant agrees to leave the premises in a clean condition so that excess cleaning is not required, otherwise there will be an extra charge for excess cleaning. Trash and recycles shall be bagged and placed in trash cans behind garage.
5. TENANT agrees to abide by all Rules and Regulations, if any, provided by LANDLORD and to pay all applicable taxes, transfer, rental or activity fees required.
6. 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.
7. The TENANT shall return ALL KEYS to LANDLORD prior to departure. A \$50 fee will be deducted for each key not returned.
8. 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.
9. 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.
10. The TENANT will be responsible for having trash and recycles ready for pick-up by 9 AM on each scheduled collection day. (Collection Days: Tuesday & Thursday)

11. The TENANT will be charged \$75 for each hour that the property is occupied after the agreed check-out time of the lease.
12. The TENANT will not lease or sublet, nor permit others to occupy premises except with prior approval of the LANDLORD.
13. 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.
14. The LANDLORD shall have no liability to TENANT for inclement weather, power outages, loss of internet, cable TV or other items which are out of LANDLORD'S control.
15. TENANT agrees to indemnify LANDLORD and hold LANDLORD harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorney fees, caused by or contributed to by accidents, allergic reactions, illnesses, viruses, personal injuries, death 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 any and all claims of injuries to person or property arising out of the use and occupancy of the premises.
16. No animals of any description will be kept in or on premises. Breach of this restriction will result in forfeiture of security deposit, and immediate termination of this lease with no refund provided.
17. The TENANT agrees to restrict any smoking to the outdoors and to properly extinguish any smoking material. Smoking inside the house is strictly prohibited. Any open flames inside house are also prohibited.
18. TENANT is responsible for any septic system clogs that occur due to any objects except toilet paper being flushed down toilets.
19. Tenant agrees that property shall be left neat, clean, undamaged and without excessive cleaning required to ready the property for the next tenant. TENANT agrees to repair and 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.
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), during tenancy, reimbursement on a per diem basis will be negotiated between the TENANT and the LANDLORD.
21. If the TENANT cancels their reservation 90 days or more before the start of the rental, funds will be refunded, less a deduction for the cancellation service fee in the amount of \$ 350.00. For reservations cancelled less than 90 days prior to the start of rental, funds will be refunded ONLY if premises are re-rented by LANDLORD for the same reservation period. 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 25% 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, less the 25% service fee. 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. No refunds will be issued for cancellations within 30 days of start of rental period. If LANDLORD is required to cancel reservation due to reasons beyond LANDLORD'S control, TENANT'S damages shall be limited to a refund of TENANT'S funds.
22. TENANT agrees to immediately notify LANDLORD if any person planning to stay or while staying at the premises is diagnosed with, or appears to have COVID-19 symptoms, and agrees that such person/s will return to their own home to quarantine.
23. TENANT has been informed of and agrees to LANDLORD'S policy of same day check-out by previous renter at 9 am and check in by TENANT at 6 pm on the same day.

TENANT has read and agrees the terms of this Vacation Rental Agreement.

TENANT (signature): Nancy duMont DATE 6/27/22

NAMES AND AGES of CHILDREN: Leila Flanagan (13)

NAMES OF ADULTS: Nancy duMont

HOME ADDRESS: 1241 Taber Hill Rd. Stowe, VT 05672