

**PALL SPERA COMPANY**  
**P O Box 539**  
**Stowe, VT. 05672**  
**Vacation Lease**

This Lease Agreement (this "Lease") is dated December 19, 2017, by and between Peter Koekkoek ("Landlord"), and Shirley Marcus ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 1 Bedroom 1 Bath Condominium. (the "Premises") located at 117 Mountain Rd # 307, Stowe, Vermont 05672.

**TERM.** The Tenant will have full control and use of the Premises beginning on August 01, 2018 and will terminate at 11:59p.m. on October 31, 2018.

**LEASE PAYMENTS:** The total rental payment for this 3 month period is \$4,500 plus a \$1,500 refundable security deposit. Payment schedule is as follows: 1st payment of \$2,000 due at signing of lease on or about January 10, 2018; 2nd payment of \$2,000 is due on May 1, 2018 and the 3rd payment of \$2,000 is due June 1, 2018. Payments must be delivered to the Pall Spera Company at PO Box 538, Stowe, Vermont, 05672 which may be changed from time to time by Landlord.

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**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Pall Spera Company, in trust, a security deposit of \$1,500.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Security deposit will protect owner against damage or theft to the property and timely return of the door key. Deposit will be returned after Renter vacates property if the Property is not damaged, no theft has occurred, and key has been returned. Deposit may be applied by Landlord to satisfy damage repairs caused by Renter or to replace stolen items and such act shall not prevent Landlord from claiming damages in excess of the deposit. The Tenant is held financially responsible for damages to the Rental Property, whether made by themselves, their family, and another guest in their group or invitee.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**MINIMUM STAY.** This property requires a 3 night minimum stay. Longer minimum stays may be required during holiday periods.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of



the extended absence. Tenant will maintain the premises in good order and appearance including keeping the premises free of trash and garbage. Reasonable wear and tear are the only exceptions to damage to the premises.

**OCCUPANTS.** No more than 4 person(s) may occupy the Premises at any one time unless the prior written consent of the Landlord is obtained. All guests over the age of 3 are counted towards the maximum. Any party falsely representing the number of people, or exceeding the maximum may be subject to immediate eviction without refund.

**FURNISHINGS.** The following furnishings will be provided by Landlord: Furniture, Appliances, Fully equipped Kitchen, Linens, Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

**PETS.** Pets shall not be allowed without the prior written consent of the Landlord.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property. It is recommended that travel or vacation insurance is obtained by the Tenant.

**LATE PAYMENTS.** For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$50.00.

**NON-DISTURBANCE CLAUSE.** Tenant and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes.

**CANCELLATIONS.** (a) If the Property becomes unavailable to the Tenant prior to occupancy, for any reason, Landlord agrees to refund the full amount paid to the date of cancellation, and Tenant agrees to release any claims against Landlord. (b) In the event TENANT cancels this lease or vacates prior to the expiration of the lease, LANDLORD/Pall Spera Company will attempt to find another TENANT for the unexpired term of the lease. However, TENANT remains liable for all the rents until the end of the lease term. If the LANDLORD/Pall Spera Company re-rents the property prior the end of the lease term, LANDLORD shall refund pro-rated amount of rent to the TENANT, subject to claims of damages, commission, and any other amounts due to the LANDLORD.

**SMOKING.** Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee charges to Tenant as Excess Damage Cost and will be charged against the credit card on file or Tenant's security deposit at Landlord's election.

**COOKING.** Tenant may cook only in the specific areas set aside by Landlord for cooking. No open fires are allowed other than in the grill, outdoor fireplace, or in the stone hearth. The grill must remain in open area, away from trees, house, etc. All fires must be thoroughly extinguished before leaving unattended.

**CLEANING.** The property will be inspected and cleaned after departure. The rental fee includes laundry service for the towels and linens. Tenant is required to leave the property in the same general condition



that it was received in by making sure that the dishes are washed and put away, and the house is generally picked up and ready to be vacuumed, dusted and laundered.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises while under the possession and of Tenant. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**CASUALTY OR DESTRUCTION.** (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Tenant, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Tenant. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Tenant and Landlord based on the following: No refund is due (or will be made) for inclement weather.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.



**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Peter Koekoek

190 Singletary Lane

Farmington, MA. 01702

**TENANT:**

Shirley Marcus

1845 N. Garden Grove Circle

Vero Beach, Florida 32962

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Vermont.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.



**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**CAUSE FOR EVICTION.** The Tenant and all parties with the Tenant will be subject to immediate eviction from the Property if the Tenant or parties of the Tenant violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Property, the Tenant shall forfeit all amounts paid and there will be no refund of money.

**ATTORNEY'S FEES AND COSTS.** If Landlord employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Tenant, or because Tenant takes any action to recover deposits not due, Tenant shall be liable to Landlord for reasonable attorney's fees and costs incurred by Landlord.

**ACKNOWLEDGMENT.** The Parties hereby understand and accept the terms and conditions on all pages of this Agreement.

LANDLORD:

P. H. Koekoek 1/25/18  
Peter Koekoek Date

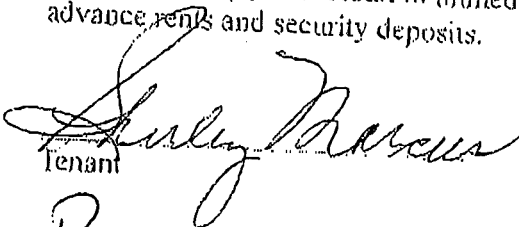
TENANT:

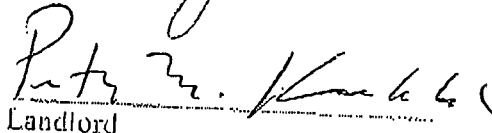
Shirley Marcus 1/11/2018  
Shirley Marcus Date

### PET ADDENDUM

The Lessee is hereby granted permission to keep 1 pet(s) (Dog) (Cat) on the premises under the following conditions:

1. Pet(s) must be on an on-going flea treatment. If fleas are found in the premises, tenant's security deposit will be charged for complete eradication of fleas.
2. Tenant is responsible for clean-up of any pet feces found in or around the premises
3. Pets must be licensed and all vaccinations must be current in accordance with municipal ordinances.
4. Ordinances regarding leashes, pet cleanup, etc. are to be strictly observed.
5. Tenant is responsible for having all carpets professionally cleaned upon vacating the premises.
6. Pet owners will be given three opportunities to remedy complaints regarding nuisance pets, either from noise or behavior. If, after three notices of a complaint have been given to the pet owner and the problem persists, the pet must be removed from the premises. Failure to comply will result in immediate termination of the lease with forfeiture of all advance rents and security deposits.

  
Tenant

  
Landlord

1/25/18