

## Vacation Lease

This Lease Agreement (this "Lease") is dated April 19, 2018, by and between Peter Koekoek ("Landlord"), and Beth McMahon and Marvin Moriarty ("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 condo (the "Premises") located at 119 Mountain Rd #307, Stowe, Vermont 05672.

**TERM.** The Tenant will have full control and use of the Premises beginning on ~~June 01~~, 2018 and will terminate at 11:59p.m. on July 07, 2018, *on July 13, 2018*

*May 30,*

*SRM  
4/22/18  
MM*

**LEASE PAYMENTS.** The total rental payment owed for this Lease is \$1,250.00 payable in advance. A nonrefundable deposit of \$0.00 shall be paid on or before \_\_\_\_\_ in order to reserve the Tenants reservation. Said deposit will be applied to the total rental payment. The balance of \$1,250.00 is due and must be delivered to the Landlord on April 26, 2018. Lease payments shall be made to Landlord at P all Spera Company P O Box 539, Stowe, Vermont, 05672 which may be changed from time to time by Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$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 2 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

**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.

**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) If, for any reason, the Tenant cancels this Agreement more than 1 days from the Arrival Date, Tenant will receive a refund of amounts paid, less a \$1,250.00 cancellation fee. For Tenant cancellations made 0 days or less, all monies are forfeited unless Landlord is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Landlord will refund amounts paid, less a Cancellation Fee of \$1,250.00. (c) There are no cancellations permitted within 0 days of Tenant Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

**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.

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4/22/18  
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**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

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.

**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.

1800 Mountain Road  
PO Drawer 539  
Stowe, Vermont 05672  
USA

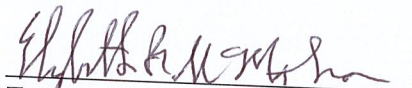


Main (802) 253.9771  
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www.pallspera.com

### 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. *if rental agent deems necessary. ERM 4/22/18*
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 persist, 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

LEADING  
REAL ESTATE  
COMPANIES  
*of* THE WORLD

LUXURY  
PORTFOLIO  
INTERNATIONAL