

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~~ ^{May 30,} and will terminate at 11:59p.m. on July 07, 2018, ^{on July 13, 2018}

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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

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 2 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.

PETS. Pets shall not be allowed without the prior written consent of the Landlord. At the time of signing this Lease, Tenant shall pay to Landlord, in trust, a deposit of \$250.00, to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this Lease.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Repair and maintenance problems must be brought to Landlord's attention within 48 hours of occupancy or occurrence, or Tenant will be held liable for all such damages or repairs. Appliance malfunctions or service requests will be responded to as quickly as possible. There will be no rebates or refunds issued to Tenant for any reason as every good faith effort is made to insure the property is maintained to highest standards. Landlord will not be responsible for any unauthorized expenses incurred by Tenant or his/her guests. Costs of needless or unauthorized service will be charged as Excess Damage Cost against the credit card on file or Tenants security deposit at Landlords election.

UTILITIES AND SERVICES.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- water and sewer
- gas
- heating
- garbage and trash disposal
- Cable and internet. All basic. If tenant requires more they will be responsible

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Any extras for cable and internet

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

The Tenant is responsible for long distance or toll calls, extra cleaning fee (if Tenant leaves Property messy or damaged). If any of the preceding charges are incurred, an Excess Damage Cost will be charged against the security deposit or credit card on file up to 30 days after Departure Date pending final invoices and Notice of Claim from 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.

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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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.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

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 Rd.
Framingham, Massachusetts 01702

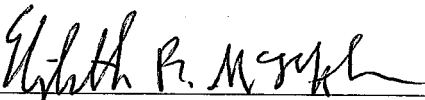
TENANT:

Beth McMahon
Marvin Moriarty
1815 Bridgepoint Circle #7
Vero Beach, Florida 32967

LANDLORD:

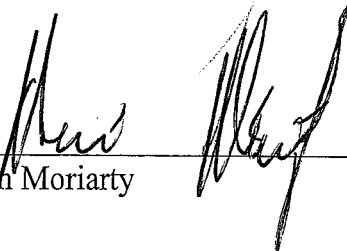
Peter Koekoek

TENANT:



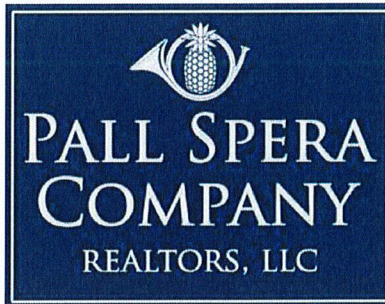
Beth McMahon

TENANT:



Marvin Moriarty

1800 Mountain Road
PO Drawer 539
Stowe, Vermont 05672
USA

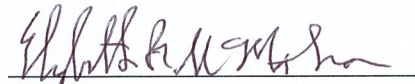


Main (802) 253.9771
Fax (802) 253.9993
Toll Free (800) 253.2700
www.pallspera.com

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. ERN 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