

HOME LAND REALTY
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DENNIS, MA 02638 **508-385-1331**
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homelandbetsy@onemain.com **508-776-5822**
homelandgerry@onemain.com **508-776-6724**

VACATION LEASE

LEASE, made this _____ day of _____, 20__

By _____ of _____
Landlord Address of premises

And _____ of _____
Tenant

Phone & Email

That the LANDLORD hereby leases to the TENANT, the premises located at:

_____, Massachusetts.

This lease shall begin at _____ P.M. on _____

And end at _____ A.M. on _____

And for such term, the TENANT agrees to pay as follows:

\$ _____ Nonrefundable fee at booking.

\$ _____ 50% Initial deposit at booking.

\$ _____ 50% Rental balance DUE ON OR BEFORE MAY 1.

\$ _____ Security deposit DUE ON OR BEFORE MAY 1.

\$ _____ State Lodging Tax (14.45%)
DUE ON OR BEFORE MAY 1.

\$ _____ TOTAL

The 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. **NOTE: Security funds are deposited in a non-interest bearing security escrow account. The LANDLORD hereby notifies the TENANT that the LANDLORD, or his Agent, will submit to the TENANT an itemized list of any damages claimed to have been caused by the TENANT and return the security deposit less damages and other lawful deductions, within thirty (30) days after termination of the tenancy.**

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

1. That no more than _____ persons will occupy the premises **DAY & NIGHT.**
2. That no more than _____ vehicles are allowed. Vehicles are to be parked in the designated driveway area only. Parking elsewhere on the property is prohibited and may result in damage to sprinkler systems, septic components and landscaping. Parking on neighboring properties or on the street is prohibited. Vehicles will be ticketed and towed at TENANT'S expense.
3. That no pets shall be kept in or on the premises without landlord approval.
4. The TENANT will leave the premises in the same general condition as found.
5. The TENANT will supply the TENANT'S own bed linens and towels. Bedspreads and pillows will be provided.
6. Smoking is prohibited inside the dwelling and on the property.
7. Candle burning and use of a wood burning fireplace or fire pits is prohibited unless allowed in writing.
8. This property is not to be used for functions, i.e. wedding receptions, family reunions, or any gathering involving more than the maximum number of occupants specified in this LEASE unless permission is obtained from the LANDLORD. **OCCUPANCY ALLOWED APPLIES DAY AND NIGHT.**
9. Furnishings, appliances and equipment are not to be moved under any circumstances.
10. **Beach Access: Trespassing on private property is expressly forbidden. TENANT may access the beach only at authorized access points.**
11. A deduction will be made from the security deposit for any of the following:
 - a. Late check-out (property must be vacated and keys returned to HOME LAND REALTY by 10:00 A.M.)
 - b. Damage to the property or contents and/or missing items.
 - c. Extra cleaning expenses beyond the normal change-over cleaning, **INCLUDING CLEANING OF THE GRILL \$65/hr minimum**
 - d. Inspection, repair or excess maintenance caused by TENANT misconduct or misuse of the property or contents.
 - e. Lost keys or Lock Out Services required after hours \$25
 - f. Returned check fee \$35
 - g. Left items assessed return shipping charges and \$15 service fee.
 - h. Extra trash charge for excessive or missed trash pickup.

12. The TENANT agrees to allow the LANDLORD or his agent to enter and view the premises, both inside and outside to inspect the premises, to make repairs thereto.
13. The LANDLORD agrees to supply fixtures and household furnishings, equipment or other personal property only as represented at the time of the initial deposit. Guests agree to accept the rental property "as is" if it meets the basic standards of habitability under Ma Law and understand all properties and owners have different amenities, furnishings and decorating.
14. If the TENANT defaults and or otherwise fails to comply regarding any item in this LEASE, the TENANT agrees to vacate said premises, upon proper notice from the LANDLORD or agent, without recourse or refund.
15. **CANCELLATION POLICY:** Home Land Realty will attempt to re-rent the TENANT'S week(s). If the unit is successfully re-rented, payment will be refunded less a 10% service charge. If the unit is re-rented for less than the full rental amount, the monies returned will be the highest amount recovered after the LANDLORD is paid in full, less 10%. If the week(s) do not re-rent, the TENANT'S full payment will be forfeited.
16. TENANT is prohibited from bringing air conditioners. If the property has air conditioning, the TENANT agrees to reasonable use of the AC, i.e. windows are closed when in use and turned off when away from home.
17. The TENANT agrees there will be no refunds for acts of nature such as weather, road conditions, or power outage. While every attempt will be made to repair, restore or replace, there will be no refund for mal functioning appliances including but not limited to AC, internet, cable, refrigerators, etc.
18. **THIS PROPERTY IS SERVICED BY AN ONSITE SEPTIC SYSTEM. ABSOLUTELY NOTHING SHOULD BE FLUSHED OTHER THAN TOILET PAPER. IF THERE IS REQUIRED PUMPING/SERVICE, THE TENANTS WILL BE CHARGED IF FOUND NEGLIGENT.**
19. TENANT agrees to hold LANDLORD harmless of any injuries or claims caused by or accidents, allergic reactions, or other casualties or health problems including but not limited to COVID_19 which may arrive during tenancy or as a result of tenancy. Safety precautions undertaken by the LANDLORD are not foolproof and TENANT shall hold harmless LANDLORD & AGENT for all claims to person or property arising out of use and occupancy of the premise.
20. The property may be protected by outside security cameras only and have NO cameras activated inside the house. Disabling, redirecting or obscuring any cameras is prohibited.

LANDLORD

TENANT

BROKER/AGENT

TENANT