

HARWICH HAVEN LEASE AGREEMENT

The parties to this Lease Agreement, in consideration of the mutual promises, obligations and agreements set forth herein, agree as follows:

1. Kelly and Michael Heffernan, 7 Marlboro Street, Newburyport, MA 01950-3149, (978) 465-3645, vacation@harwichhaven.com (hereafter called "LANDLORD") agree to lease to:

name: _____
address: _____
address: _____
phone #: _____
e-mail: _____

(hereafter called "TENANT"),

the **LEASED PREMISES** known as **HARWICH HAVEN**, located at 81 Division Street, West Harwich, MA 02671.

2. The Lease shall be for a term of _ days, beginning on _____, 200X at 2:00 P.M. and ending on _____, 200X at 10:00 A.M. Check in/out day is **FRIDAY**. Check in time is **2:00 pm** and check out time in **10:00 am**.
3. **Rental Fee:** **TENANT** agrees to pay the Total Rental Fee of \$5,000, \$2,250 due immediately and the Final Rental Fee of \$2,250 due 1 month prior to arrival.
4. **Security Deposit:** **TENANT** agrees to pay the Security Deposit of \$500, due 1 month prior to arrival with your Final Rental Fee. The Security Deposit may be used for repair to the property and/or extraordinary cleaning. **TENANT'S** Security Deposit will be returned within 2 weeks of departure.
5. **TENANT** agrees that no more than **11 PEOPLE** and **4 CARS** shall be permitted on the Leased Premises at any time during the lease term. **TENANT** and their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall **TENANT** use the Leased Premises for any immoral, offensive or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the Leased Premises.
6. **TENANT** shall keep the Leased Premises in a clean condition and shall leave the Leased Premises in the same general condition as found upon entry, including all pipes, wires, glass, plumbing and other equipment and fixtures. **TENANT** shall be responsible for the proper storage and the final collection or ultimate disposal of all garbage, rubbish and waste, all in accordance with the regular municipal collection system.
7. **TENANT** shall be responsible for all damages or breakage and/or loss to the Leased Premises, excepting only reasonable wear and tear and damage by unavoidable fire and casualty.
8. If **TENANT** fails to comply with any express or implied term, condition, obligation or agreement in this Lease, or if the Leased Premises appear to be abandoned, then **LANDLORD** may terminate this Lease and **TENANT** agrees to vacate the Leased Premises, upon 12 hours notice. **TENANT** shall indemnify **LANDLORD** against all liabilities, damages and other expenses, including reasonable attorney's fees, which may be incurred by or asserted against **LANDLORD** by reason of (a) such failure to comply with any term, condition, obligation or agreement, or (b) any injury to any person or loss of or damage to property sustained or occurring on the Leased Premises due to the act, omission, fault, negligence or misconduct of any person other than **LANDLORD**.
9. **TENANT** agrees to allow **LANDLORD** or their duly authorized representative to view and inspect the condition of the Leased Premises, both inside and outside upon 4 hours notice to **TENANT** of request to do so.
10. **LANDLORD** will provide towels and bed linens, local calls, household furnishings, equipment and utilities. Long distance telephone calls shall be the sole responsibility of **TENANT**.

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11. **Refund Policy:** If **TENANT** cancels this Lease prior to occupancy, the deposit may be refunded, less a handling fee of 10% of the Total Rental, but only in the event that the Leased Premises is re-rented for the same Lease Term. In the event the Leased Premises is not re-rented for the Total Rental paid by **TENANT**, the refund shall be the difference of the 2 rents.

12. **TENANT** agrees to accept the Leased Premises as is, upon arrival, provided it meets the basic standards of habitability under Massachusetts law. **TENANT** acknowledges that I (we) have had the opportunity to inspect the Leased Premises prior to executing this Lease Agreement. **TENANT** agrees that I (we) shall not be entitled to a refund of any Rental Fee except as provided in paragraph 11, above.

13. **TENANT** understands and agrees that it shall be **TENANT’S** own obligation to insure **TENANT’S** personal property.

14. No dogs, cats, birds or other animals or pets shall be kept upon the Leased Premises.

15. **LANDLORD** and **TENANT** state and agree that the rental of the Leased Premises is for a vacation or recreational purpose as expressed in Massachusetts General Laws C. 186, Section 15B (9).

16. The forms, if any, attached hereto are incorporated herein by reference.

17. The words “**LANDLORD**” and “**TENANT**” as used in this Lease Agreement shall include their respective heirs, successors, personal representatives and assigns. The words “he”, “his”, and “him”, where applicable shall apply to **LANDLORD** or **TENANT** regardless of sex, number, corporate entity, trust or other body. If more than one party signs as **LANDLORD** or **TENANT** hereunder, the conditions and agreements herein of **LANDLORD** or **TENANT** shall be joint and several obligations of each such party.

18. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

19. If any provision of this Lease Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

20. Any notices required to be given by this Lease Agreement or by applicable law may be given to (a) in the case of **LANDLORD**, at the address set forth in the first paragraph in this Lease Agreement or any other address of which **TENANT** has been notified, and (b) in the case of **TENANT**, at the address set forth in the first paragraph of this Lease Agreement. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any manner provided or recognized by law.

IN SIGNING THIS LEASE, TENANT ACKNOWLEDGES THIS IS A LEASE AGREEMENT THAT HE/SHE HAS READ, UNDERSTANDS, AND WILL ABIDE BY ALL THE TERMS AND CONDITIONS CONTAINED ON EACH PAGE. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

TENANT’S SIGNATURE

DATE

_ THE RENTAL FEE: \$2,250
_ THE RENTAL FEE: \$2,250
SECURITY DEPOSIT: \$500

DATE RECEIVED: _____, 200X
DATE DUE: _____, 200X
DATE DUE: _____, 200X

LANDLORD’S SIGNATURE

DATE