THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE

**VACATION / RECREATIONAL LEASE**

LEASE, MADE **May 29, 2015**

BY **Joseph R. Fiorello, Trustee of POB 211 Truro, MA 02666-0211,** hereinafter called **LANDLORD** and **Maria C. May 1 Heather Drive Sufferin, NY 10901-6613** hereinafter called the **TENANT.**

Witnesseth, that the LANDLORD, hereby leases to the TENANT, the premises known as **Pamet River Cottage located at 2o Toms Hill, Truro, MA 02666.**

This lease shall begin at **3:00 PM** on Saturday **July 18 , 2015** and end at **10:00 AM** on Saturday **July 25, 2015.** And for such term the TENANT agrees to pay **$2850.00** as rent, and **$500.00** as a security/utility deposit to be held by LANDLORD. Said security deposit is not to be considered prepaid rent nor shall damages or claims(if any) be limited to the amount of said deposit.

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 entire security deposit less damages and other lawful deductions within thirty (30) days after termination of the tenancy.

**SUMMARY OF PAYMENTS**

All payments must be made in (U.S. Funds) payable to **Joseph R. Fiorello** according to the schedule below.

Rent: **$ 1425.00 PAID # 318 05/01/15**

**$ 1425.00 DUE now**

**Security Deposit $ 500.00 DUE now**

Total: **$ 3350.00**

All monies to be mailed to: **Joseph R. Fiorello, POB 211, Truro, MA 02666-0211.**

The LANDLORD hereby notifies the TENANT that the LANDLORD is the person authorized to receive notices of violations of law and to accept services of process on behalf of the OWNER. The LANDLORD is responsible for maintenance and upkeep of house, including service and repairs required during tenancy.

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

1. That no more than **6** persons will occupy said premises.
2. That no animals, birds, or pets of any description shall be kept in or upon the leased premises unless specified in the provisions. Landlord acknowledges two small dogs.
3. The TENANT will be responsible for all damages, breakage and /or loss to the premises, except normal wear and tear, which may result from occupancy.
4. The LANDLORD agrees that the property has been inspected and generally clean prior to occupancy. The TENANT will leave the premises in the same general good, clean and habitable condition as it was found. If property is not left in condition described above the LANDLORD may deduct excessive cleaning costs form TENANT's security deposit. Alternatively TENANT may hire a professional cleaning service at TENANT's expense.
5. LANDLORD provides sheets and towels but TENANT may elect to supply TENANT's own linens and towels.
6. TENANT agrees to allow LANDLORD or his agent to enter and view the premises, both inside and outside to inspect the premises; to make repairs thereto; to show the same to prospective TENANT or PURCHASER; and to protect the premises if appears that said premises have been abandoned by the TENANT.
7. The LANDLORD and TENANT agree that should the premise be destroyed by fire or other casualty so as to become unfit for human habitation that these presents shall thereby be ended, unless a remedy is reasonably possible during the lease term), with refund to the TENANT by the LANDLORD for any rent term unused; provide, however that the TENANT vacate premises immediately, and said condition or violation of law upon premises was not caused by TENANT or others in their party.
8. The LANDLORD agrees to supply fixtures and household furnishings, equipment or other

personal property.

1. The LANDLORD and/or agent will not be responsible for lost,, stolen or destroyed items of the TENANT.
2. The LANDLORD and TENANT state that the rental of these premises is for vacation or recreational purpose as expressed in Massachusetts General Laws c. 186.15B(9).
3. If the TENANT defaults and/or otherwise fails to comply as regards any item in this lease, the TENANT agrees to vacate said premises upon receipt of proper notice from the LANDLORD and/or upon proper commencement and final adjudication of proceedings authorized and/or required by the applicable laws and regulations of the Commonwealth of Massachusetts.
4. PAYMENT CLAUSE: In the event that the monies are not received according to the aforementioned payment schedule, the LANDLORD or agent retains the right to re- rent said property if all payments are not received within 10 days after the due date.
5. CANCELLATION CLAUSE: In the event the TENANT cancels this lease and we are unable to re- rent the property, all monies will be retained by the LANDLORD as liquidation damages. If we are able to re-rent the property, all monies will be returned to TENANT minus an agent fee of 15% plus any other costs or fees incurred to re-rent the property.
6. ADDITIONAL PROVISIONS:

a. LANDLORD agrees to allow TENANT to have a pre-approved animal(s) on the property during tenancy with the understanding that TENANT shall be responsible for any damage related to said animal(s). Amount of damage shall not be limited to the amount of the security deposit.

b. **NO SMOKING** is allowed on the premises.

c. Please sign and return the Massachusetts Lead Paint Form marked ORIGINAL – this applies to all renters with or without children.

d. Linens and towels are provided.

**IN WITNESS WHEREOF**, the said parties hereunto set their hands and seals on the day and the year aforementioned.

TENANT DATE:

TENANT DATE:

TENANT DATE:

LANDLORD: DATE: