

The Ocean at Your Doorstep, Rental Lease

Made _____, ____ 20__

BY: **Elden Boyt**, of 54 Phyllis Lane, Franklin, MA 02038 (508-520-0623), hereafter called LANDLORD.

AND: _____, of _____, _____, ____ _____ (____-____-____) hereafter called TENANT.

Witnesseth that the LANDLORD leased to the TENANT the premises located at 7 Ocean Ave. West Dennis, MA (tel. 508-398-4055). This lease will begin at 3 PM on Saturday, _____, 20__, and end at 10 AM on Saturday, _____, 20__.

And for such term the TENANT agrees to pay \$7,000.00, which includes utilities such as gas, electricity, and trash removal. TELEPHONE TOLL CALLS, INCLUDING THOSE MADE LOCALLY, ARE NOT INCLUDED. ALL TOLL CALLS MUST BE CHARGED TO TENANT'S CREDIT CARD OR CHARGED TO TENANT'S, HOME PHONE.

SUMMARY OF PAYMENTS

Rental: damage/cleaning deposit	\$500.00	PAID ___ / ___ / 20__
Rental: 50 percent due	\$3,500.00	PAID with lease
Rental: remainder due	\$3,500.00	PAID 1 mo. prior to tenancy
TOTAL	\$7,500.00	

Any liability/damage/cleaning fee claimed (if any) will not be limited to amount of deposit. Landlord must submit an itemized list of any liability/damage caused by tenant and return deposit, less damages, within 30 days after end of tenancy.

THE PARTIES HERETO, IN CONSIDERATION OF THESE PRESENTS, AGREE THAT:

1. No more than 8 persons will occupy said leased premises.
2. No animals of any description will be kept in or on premises.
3. The tenant will NOT smoke or allow smoking within the home and will restrict any smoking to the outdoors.
4. The tenant shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.
5. The tenant will be responsible for all damage or breakage and/or loss to the premises except normal wear and tear and unavoidable casualty that may result from occupancy. The landlord will return the security/damage deposit within 30 days after lease expiration less any amount deducted for damage. If monies are deducted from the deposit, landlord shall provide a detailed description of the repairs needed and copies of sales and/or repair receipts.
6. The tenant will be responsible for having rubbish ready for trash service pick-up by 6 AM on each scheduled collection day. Trash not disposed of by the tenant at termination of this lease agreement will be subject to a \$20.00 collection fee at the tenant's expense.
7. The tenant will leave the premises in the same general and good and habitable condition as he/she found it. If tenant desires cleaning to be done after departure, arrangements can be made in advance with owner, and charges will be deducted from tenant's security deposit.
8. If the tenant cancels his/her reservation, all funds received will be refunded ONLY if premises are re-rented by landlord for reservation period. Landlord will make every effort to re-rent premises. If re-rented for a lesser amount, the difference between this rental and the lesser rental amount shall not be refunded. If premises are re-rented, a 5% cancellation fee will be charged.
9. This property will not be used for functions such as weddings, wedding receptions, family reunions, or any other gatherings involving more than the maximum number of occupants specified in this lease agreement unless the tenant obtains permission from the landlord.
10. If the tenant or his representative is unable to view this property prior to entering into this lease contract, the landlord will not be held responsible if this property does not meet the tenant's expectations.
11. The tenant will not lease or sublet, nor permit others to occupy premises, except with prior approval of the landlord.
12. The tenant agrees to allow landlord or his agent to enter and view premises, both inside and out with proper notification: to inspect the premises; to make repairs; to show property to a prospective purchaser; and pursuant to a Court Order.
13. The tenant agrees that landlord shall have no liability to tenant for inclement weather. Landlord maintains replacement cost property insurance.

LANDLORD _____ Elden Boyt DATE ___ / ___ / 20__

TENANT _____ DATE ___ / ___ / 20__

This lease is provided by The Ocean at Your Doorstep Rentals for the convenience of its clients. You should consult your attorney as to appropriateness of this lease for your rental circumstances.