

Vacation/Recreational Lease

Lease, made this: _____

By (Landlord): Katama Point , LLC
By: Joseph Giacalone, Mgr.
And (Tenant): _____
Tenant Home Address: _____

Witnesseth, that the landlord hereby leases to the tenant the premises at:

17 Town Lot Rd
Edgartown, Massachusetts 02359

This lease shall begin at 2:00pm on Saturday, _____ and end at 10:00am on Saturday, _____. And for such term Tenant agrees to pay \$ _____. This sum includes utilities such as electricity, gas, and trash removal, etc. Telephone toll calls are not included.

The Tenant further agrees to pay \$300.00 as a security/cleaning/utility deposit, it being understood that said security deposit is not to be considered prepaid rent, nor shall any damages claimed, if any, be limited to the amount of said deposit. This deposit will also be used to pay for long distance telephone, cleaning, and utility charges that are the Tenant's responsibility. Landlord will hold security deposit.

Landlord hereby notifies the Tenant that the Landlord will submit to the tenant an itemized list of any damages and other charges claimed to have been caused by or to be the responsibility of the Tenant and return the entire deposit less damages and other lawful deductions, within sixty (60) days after the termination of the tenancy.

Landlord hereby notifies the Tenant that the landlord is responsible for the care, maintenance and repair of said property and should be notified of any damage to the premises or violation of law.

THE TENANT DOES PROMISE TO PAY THE SAID RENT, FEE, AND SECURITY DEPOSIT.

1 st Payment	\$	Due on or before	
2 nd Payment	\$	Due on or before	
Security/Utility Deposit	\$	Due on or before	
3 rd Payment	\$	Due on or before	
Total	\$		

Checks shall be made payable to the Landlord: Katama Point, LLC

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

1. That no more than seven persons will occupy said premises.
2. That no animals, birds, or pets of any description shall be kept in or on the lease premises.
3. That NO SMOKING is permitted in the house
4. The Tenant will leave the premises in the same general, good, and habitable condition.
5. That Landlord will supply optional bed linens and towels. (see 11g below)
6. That Tenants and their guests acknowledge that the Landlord has taken no preventive measures specifically designed to safeguard children in and around the house. The Tenants and their guests waive all claims that are not directly caused by negligence or willful misconduct of the Landlord. Tenants understand that no loud parties are allowed on the premises and any noise complaints by the police in connection with this rental would be cause for immediate eviction if deemed necessary.
7. The Tenant agrees to allow the Landlord or his agent to enter and view the premises, both inside and outside
 - a) To inspect the premises
 - b) To make repairs thereto
 - c) To show the same to a perspective tenant or purchaser
 - d) Pursuant to a court order
 - e) To protect the premises if it appears that said premises have been abandoned by the Tenant.
8. The Landlord and Tenant agree that should the premises be destroyed by fire, or other casualty prior to Tenant's occupancy or during that occupancy through no fault of the Tenant, so as to become unfit for human habitation that these presents shall thereby be ended, with refund to the tenant for any rent unused.
9. The Landlord agrees to supply fixtures and household furnishings, equipment or other personal property as represent at the time of the initial showing as it applies and when the initial deposit was made. All personal property brought onto the premises by the Tenant is at Tenant's risk.
10. The Landlord and Tenant state that the rental of these premises is for a vacation or recreational purpose as is expressed in Massachusetts general laws C.186 15B(9).
11. Release of security deposit is subject to the following provisions:
 - a) Expiration of full term lease; settlement of television (pay per view) and utility charges
 - b) No damage to property beyond normal wear and tear

- c) Entire premises including range, oven, refrigerator, bathrooms, closets, and cupboards, are clean Refrigerator is to be clean and all perishable food removed from the premises
 - d) All debris and rubbish removed or bagged per instructions from Landlord
 - e) Forwarding address left with Landlord or his agent
 - f) All keys returned to Landlord by mail on day of departure in provided self addressed stamped envelope
 - g) If you opt to use optional Landlord linens and towels, you must strip linens from the beds and wash and fold them along with all towels used during your stay.
 - h) Tenant's departure time is 10:00am. If the cleaning service cannot gain entry, Tenant will be charged for the time they have to wait for entry. The Landlord will pay reasonable cleaning time (for approximately two hours of cleaning). If additional cleaning is required, the cost will come out of the Tenant's security deposit.
12. It is the Tenant's responsibility to comply with the provisions found in paragraph 9. If any charges are levied because of noncompliance of said provision, these charges will be for the cost of labor and materials for cleaning, repairs, or if necessary, replacement of damaged items.
13. Security deposit or any balance thereof will be returned by check, mailed to the forwarding address. The check will be payable to the Tenant.
14. In executing this lease the Tenant has made a contractual obligation with the Landlord. If in fact it becomes necessary to cancel your stay on the island, landlord must be notified in writing as soon as possible. Landlord will then make every effort to find another suitable tenant to occupy the property for that period. If the Landlord leases the property for said period upon receipt of all rent, charges, and fees, Landlord will return to Tenant all funds paid. If the cancellation period is not rented, the Tenant is responsible for and required to pay the entire amount of the rent and fees provided herein.

In witness thereof, the said parties hereunto set their hands and seals in this day and year first written above.

Tenant: _____

Date: _____

Landlord: Katama Point , LLC

By: _____
Joseph Giacalone, Manager

Date: _____