

# SAMPLE LEASE

The Laurel, Truro, Cape Cod

date

Your name & address

## SHORT –TERM RENTAL CONFIRMATION AND AGREEMENT

**Property:**

The Laurel  
3 Laurel Lane, Truro, MA 02666.

**House rented:**

**Maximum Occupancy** (incl.  
overnight guests)  
Main House: 4 adults, 5 people  
Guest House: 4 people  
Both Houses: 8 adults, 9 people

**Arrive:** , 3 p.m. or after

**Depart:** , by 10 a.m.

**Total Rent:** \$

**Security Deposit:** \$500

**Total Due:** \$

**Less Reservation Deposit:** \$

**Final Balance + Security:** \$  
(Due one month prior to check-in)

### **THIS AGREEMENT MUST BE SIGNED AND RETURNED TO ROY BARNHART (PO BOX 804, TRURO MA 02666) WITHIN 5 DAYS OF THE ABOVE DATE**

I (WE), THE UNDERSIGNED, renting the above captioned property for vacation and recreational purposes, agree to the following conditions:

1. I (WE) are responsible for the full payment for the rental period, the deposit being due to confirm a reservation and the balance due one month prior to check-in. Last minute reservations with payments made less than 30 days prior to check-in must be made with bank check, money order, wire transfer or credit card charges.
2. Failure to make payments when due may, at the Owner's sole discretion, result in the cancellation of the Agreement. Upon cancellation, for any reason, monies will be refunded, less a 15% service fee, only if the property is re-rented for the term of the original Agreement.
3. A 50% deposit is required to confirm the reservation.
4. The Owner cannot be held liable if the house is not completely ready by Check-in time (3 PM).
5. If I (We) do not personally inspect the premises prior to signing the Agreement, I (we) agree to accept the rental property, as is, upon arrival, provided it meets the basic standards of habitability under Massachusetts law. In addition, I (we) agree that we will not be entitled to a refund of rent money and will have no claim or recourse against the Owners.
6. Security Deposit is due one month prior to check-in. Release of the security deposit will be subject to inspection of the rental property by the Owner or a representative, and may be held for up to thirty (30) days following the departure date. Security deposit may be used for repair to the property, extraordinary cleaning and any telephone charges or satellite TV charges caused by the Tenant. Security deposit may also be used for charges for failing to perform required cleaning or for certain cleaning tasks that I (We) have opted not to do (see Addendum A).
7. Local, in-state and national telephone toll calls are included. All other fee and toll calls, including information requests, must be charged by credit card or calling card.

8. The Owner or Owner's Agent may enter the premises immediately, in case of an emergency, in order to perform necessary repairs or maintenance, and within 24 hours notice, for normal maintenance or to show a prospective renter or purchaser.
9. This property is for our use only, and occupancy is not to exceed the limits cited above. If more than the maximum number are found to be occupying the leased property, then at the Owner's option, this agreement may be immediately terminated and the security deposit forfeited, or the rent be increased proportionately.
10. I (We) shall 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.
11. I (We) agree to observe and enforce a no-smoking and no-pet policy.
12. The Owner shall provide utilities (including local, state and national telephone service), furniture, fixtures and household furnishings as generally represented on the Website (<http://www.trurohome.com/>). Actual furniture, fixtures and household furnishings may differ from Website photos.
13. No animals, birds or pets of any kind are permitted on the premises. Any evidence of pets will result in the forfeiture of the security deposit and/or the immediate termination of tenancy without refund, at the discretion of the Owner.
14. Owner shall not be liable to Tenant, Tenant's guests, licensees, invitees, or any other person for any injury, loss or damage to any person or property on or about the premises. Tenant shall hold the Owner harmless and indemnified from and against all loss or damage occasioned by the use or misuse or abuse of any part of or fixture on the premises and from or against omission, neglect, or default of Tenant, his guest, licensees or invitees.
15. While Owner makes every effort in the off season to make sure appliance and other mechanical devices in the home are in good working order, failures may occur. I (We) will report to the Owner any such failures as promptly as possible. Owner will make every reasonable effort to make repairs promptly. However, Owner cannot be held liable for such failures or for a tenant's loss of use of these appliances or devices.
16. The property will be left in the same good and habitable condition in which it was found. Any damages or notable conditions found upon arrival will be reported to the Owner before 11 a.m. the morning after Check-in. Otherwise, the repair costs for any pre-existing damages may be posted against my security deposit and my security deposit used for such repairs. The Owner agrees to inspect the property prior to the arrival of any future tenant and further agrees to notify the tenant as soon as possible of any damages.
17. I (We) agree to clean the house as described in the attached Addendum A. I (We) agree to notify the Owner by the date of this agreement if I (We) intend to opt out of certain cleaning responsibilities as described in the attached Addendum A and further agree that the specified Cleaning Fee(s) will be paid thirty (30) days before occupancy.
18. This agreement may not be assigned or the property be sublet.
19. No more than 16 people and four cars are permitted on the property at any time when I (We) rent both houses. If houses are rented separately no more than 10 people and 3 cars for Main-House-only tenants; and 2 cars and 6 people for Guest-House-only tenants.
20. Any violation of this agreement may, at the Owner's sole discretion, result in forfeiture of the security deposit.

DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

**ADDENDUM A: Cleaning Responsibilities & Fees**

All guests are expected to generally leave the house(s) neat and tidy as spelled out in the following **REQUIRED CLEANING CHECKLISTS**. Perform those tasks and there is no cleaning fee assessed. If you wish to opt out of the tasks listed under **OPTIONAL TASKS**, a cleaning fee will be assessed (\$100 Main House, \$75 Guest House).

To take out the guesswork and make the process go faster, we provide a checklist at each house that you can check off as items are completed. (We also include Owner's Responsibilities checklists so you know what not to bother with.) The amount of time involved to complete the tasks varies widely and it is essential that guests check out by 10 AM to allow adequate time for additional cleaning and preparations for the next guest. Please plan accordingly.

We are pleased to report (an enormously grateful) that most guests seem to recognize the great care we take to make sure the house is in top condition and very clean, and return that favor by taking great care and leaving the house very clean. As a result, in all the years we have rented we have never once held back any part of security deposit for damage or for failure to clean.

<b>REQUIRED CLEANING CHECKLISTS</b>	
MAIN HOUSE	GUEST HOUSE
<ul style="list-style-type: none"> <li><input type="checkbox"/> Wash and put away all dishes</li> <li><input type="checkbox"/> Remove all opened food from cabinets (except oil, spices, etc) and refrigerator</li> <li><input type="checkbox"/> Empty trash and recycling containers</li> <li><input type="checkbox"/> Bag all trash &amp; recycling in outside garbage cans</li> <li><input type="checkbox"/> Install new plastic bags in both containers</li> <li><input type="checkbox"/> Remove &amp; wash bed and bath linens</li> <li><input type="checkbox"/> Dry bed &amp; bath linens as time permits</li> <li><input type="checkbox"/> Tidy up: Put everything away, clean table tops</li> <li><input type="checkbox"/> Empty, clean &amp; put ashtrays on screened porch</li> <li><input type="checkbox"/> Turn off stereo equipment</li> <li><input type="checkbox"/> Remove all personal items and used soap from house and outdoor shower</li> <li><input type="checkbox"/> Put beach chairs in garage</li> <li><input type="checkbox"/> Check all drawers, closets, laundry lines, etc. for personal items</li> <li><input type="checkbox"/> Clean charcoal/gas grills (if used) with wire brush; dump cold ashes/used coals in trash</li> <li><input type="checkbox"/> Put grills in garage</li> <li><input type="checkbox"/> Wipe picnic table clean</li>   <li><input type="checkbox"/> Wipe clean refrigerator shelves, bins and drawers</li> <li><input type="checkbox"/> Clean cook top</li> <li><input type="checkbox"/> Clean/dust table tops</li> <li><input type="checkbox"/> Vacuum furniture if needed</li> <li><input type="checkbox"/> Sweep/vacuum floors</li> <li><input type="checkbox"/> Screened Porch: wipe of tables, brush/vacuum cushions, sweep floor</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Wash and put away all dishes</li> <li><input type="checkbox"/> Remove all opened food from cabinets (except oil, spices, etc) and refrigerator</li> <li><input type="checkbox"/> Clean sink and counter top</li> <li><input type="checkbox"/> Empty trash and recycling containers</li> <li><input type="checkbox"/> Install new plastic bags in both containers</li> <li><input type="checkbox"/> Bag all garbage/recycling in outside cans</li> <li><input type="checkbox"/> Remove bed and bath linens &amp; leave on couch</li> <li><input type="checkbox"/> Tidy up: Put away any games, puzzles, books, clean table tops</li> <li><input type="checkbox"/> Turn off stereo equipment</li> <li><input type="checkbox"/> Return beach towels, chairs, bikes &amp; other borrowed items to Main House</li> <li><input type="checkbox"/> Bag all garbage/recycling in outside cans</li> <li><input type="checkbox"/> Remove personal items and used soap from outdoor shower</li> <li><input type="checkbox"/> Clean gas grill with wire brush (if used)</li> <li><input type="checkbox"/> Check all drawers, closets, etc. for personal items</li> <li><input type="checkbox"/> Return any beach chairs taken from the garage</li>   <li><input type="checkbox"/> Wipe clean refrigerator shelves, bins and drawers</li> <li><input type="checkbox"/> Clean range top</li> <li><input type="checkbox"/> Clean/dust table tops</li> <li><input type="checkbox"/> Vacuum furniture</li> <li><input type="checkbox"/> Sweep/vacuum floors</li> </ul>
<b>OPTIONAL TASKS</b>	
<i>Cleaning fee assessed(\$100 Main House, \$75 Guest House) if Guest opts out of the following responsibilities</i>	
MAIN HOUSE	GUEST HOUSE
<ul style="list-style-type: none"> <li><input type="checkbox"/> Wipe clean refrigerator shelves, bins and drawers</li> <li><input type="checkbox"/> Clean cook top</li> <li><input type="checkbox"/> Clean/dust table tops</li> <li><input type="checkbox"/> Vacuum furniture</li> <li><input type="checkbox"/> Sweep/vacuum floors</li> <li><input type="checkbox"/> Screened Porch: wipe of tables, brush/vacuum cushions, sweep floor</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Wipe clean refrigerator shelves, bins and drawers</li> <li><input type="checkbox"/> Clean range top</li> <li><input type="checkbox"/> Clean/dust table tops</li> <li><input type="checkbox"/> Vacuum furniture</li> <li><input type="checkbox"/> Sweep/vacuum floors</li> </ul>