

SINGLE FAMILY DWELLING VACATION LEASE

From the Office of:

(for term of 31 days or less)

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978 TENANT(S) WITH CHILDREN UNDER SIX YEARS OF AGE MUST ALSO RECEIVE A SHORT TERM VACATION RENTAL LEAD PAINT NOTIFICATION FORM

Date: _____

1. PARTIES

In consideration of the mutual promises, obligations and agreements herein set forth, the parties hereto agree as follows:

 (Name) (Address) (Telephone No.)
 hereinafter called "Landlord", hereby leases to:

 (Name) (Address) (Telephone No.)
 hereinafter called "Tenant", and Tenant hereby hires from Landlord, the Leased Premises described in Paragraph 2.

2. LEASED PREMISES

The Leased Premises consist of the land and the buildings thereon now known as and numbered

 (Street), Massachusetts _____
 _____, (City or Town) _____ (Zip Code)

3. TERM

This Lease shall be for a term of _____ days, beginning on _____, 20____ and ending on _____, 20____.

4. RENT

Landlord acknowledges payment of rent for the term hereof in the amount of _____ (\$_____).

5. CLEANLI-NESS

Tenant shall keep the Leased Premises in a clean condition. Tenant shall be responsible for the proper storage and the final collection or ultimate disposal of all garbage and rubbish, all in accordance with the regular municipal collection system. Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and shall obtain the written consent of Landlord before erecting any sign on the Leased Premises. The toilets and pipes shall not be used for any purpose other than those for which they were constructed.

6. PETS

No dogs, birds or other animals or pets shall be kept in or upon the Leased Premises without Landlord's prior written consent obtained in each instance.

7. GROUNDS

Tenant shall be responsible for normal grounds maintenance during the Term of this lease. Without limiting the generality of the foregoing language, Tenant shall promptly remove snow and ice from the driveway, walks and steps of the Leased Premises, and shall keep the lawn and all shrubbery neatly trimmed, healthy and of good appearance.

8. INSURANCE

Tenant understands and agrees that it shall be Tenant's own obligation to insure Tenant's personal property.

9. COMPLIANCE WITH LAWS

Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or municipal ordinance (including without limitation all zoning, building or sanitary statutes, codes, rules, regulations, or ordinances), or which will make voidable or increase the cost of any insurance maintained on the Leased Premises by Landlord.

10. ADDITIONS OR ALTERATIONS

Tenant shall not make any additions or alterations to the Leased Premises without Landlord's prior written consent obtained in each instance.



11. SUBLETT-ING, NUMBER OF OCCUPANTS Tenant shall not assign or sublet any part or the whole of the Leased Premises, nor shall Tenant permit the Leased Premises to be occupied by any one *except the individuals specifically named in the first paragraph of this Lease*, and their spouses without first obtaining on each occasion the consent in writing of Landlord. Notwithstanding any such consent, Tenant shall remain unconditionally and principally liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease.
12. ENTRY Tenant shall permit Landlord to enter the Leased Premises prior to the termination of this Lease to inspect the same, to make repairs thereto (although nothing contained in this Paragraph shall be construed to require Landlord to make any such repairs), or to show the same to prospective tenants, purchasers, or mortgagees. Landlord shall also be entitled to enter the Leased Premises if they appear to have been abandoned by Tenant or otherwise, as permitted by law. Any person entitled to enter the Leased Premises in accordance with this Paragraph may do so through a duly-authorized representative. Wherever possible, Tenant shall be informed in advance of any proposed entry hereunder. Landlord may affix to any suitable part of the Leased Premises a notice for letting or selling the same and keep such notice so affixed without hindrance or molestation.
13. KEYS AND LOCKS Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without the written permission of Landlord. Any locks so permitted to be installed shall become the property of Landlord and shall not be removed by Tenant. Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to Landlord, and upon termination of this Lease, Tenant shall deliver all keys to the Leased Premises to Landlord.
14. REPAIRS Subject to applicable law, Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such event or events, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, as additional rent, upon demand. For maintenance, contact the Landlord or Landlord's agent:
- | (NAME) | (ADDRESS) | (TELEPHONE) |
|--------|-----------|-------------|
| | | |
15. LOSS OR DAMAGE Tenant shall indemnify Landlord against all liabilities, damages and other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of (a) any failure on the part of Tenant to perform or comply with any covenant required to be performed or complied with by Tenant under this Lease, or (b) any injury to person or loss of or damage to property sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than Landlord.
16. CASUALTY & EMINENT DOMAIN Should a substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or if the Leased Premises or any part thereof, shall be taken for any purpose by exercise of the power of eminent domain or condemnation or shall receive any direct or consequential damage for which Landlord or Tenant shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, then this Lease shall terminate at the option of Landlord or Tenant. If this Lease is not so terminated, then a just and proportionate abatement of rent shall be made.
17. DEFAULT If Tenant shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or if the Leased Premises appear to be abandoned, then Landlord may (subject to the Tenant's rights under applicable law) terminate this Lease and recover possession of the Leased Premises without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of any of the said terms, conditions, covenants, obligations or agreements.
18. SURRENDER Upon the termination of this Lease, Tenant shall deliver up the Leased Premises in as good order and condition as the same were in at the commencement of the Term, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty only excepted. Neither the vacating of the Leased Premises by Tenant or the delivery of keys to Landlord shall be deemed a surrender or an acceptance of surrender of the Leased Premises, unless so stipulated in writing by Landlord.
19. ATTACHED FORMS The forms, if any, attached hereto are incorporated herein by reference.
20. NOTICES Notice from one party to the other shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party (a) in the case of Landlord, at the address set forth in the first paragraph in this agreement or any other address of which Tenant has been notified, and (b) in the case of Tenant, at the Leased Premises, or if said notice is delivered or left in or on any part thereof, provided that there is actual or presumptive evidence that the other party or someone on his behalf received said notice. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner provided or recognized by law.*

21. LIABILITY In the event that Landlord is a trustee or partner, no such trustee or partner nor any beneficiary nor any shareholder of said trust nor any partner of such partnership shall be personally liable to anyone under any term, condition, obligation or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of the Leased Premises, the use or maintenance of said building or its approaches and equipment.
22. DEFINITIONS The words "Landlord" and "Tenant" as used herein shall include their respective heirs, legatees, devisees, executors, administrators, successors, personal representatives and assigns; and 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.
23. WAIVER The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease 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.
24. SEPARABILITY CLAUSE If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
25. ADDITIONAL PROVISIONS

SAMPLE

EXECUTED as an instrument under seal in duplicate on the day and date first written above, and Tenant as an individual states under penalty of perjury that Tenant is at least eighteen (18) years of age.

Landlord

Landlord

Tenant

Tenant

TENANT: REMEMBER TO OBTAIN A SIGNED COPY OF THIS LEASE.

GUARANTEE:

In consideration of the execution of the within Lease by Landlord at the request of the undersigned and of one dollar paid to the undersigned by Landlord, the undersigned hereby, jointly and severally, guarantee to Landlord, and the heirs, successors, and assigns of Landlord, the punctual performance by Tenant and the legal representatives, successors, and assigns of Tenant of all the terms, conditions, covenants, obligations and agreements in said Lease on Tenant's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all surety-ship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to Tenant.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said Lease.

