

WEST END PROVINCETOWN HOUSE SINGLE FAMILY VACATION DWELLING LEASE

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

Jorge G. Arroyo 50 Edgehill Road, Brookline MA 02445 Tel: 617-650-4324
jarroyo@massmed.org

Hereinafter called "Landlord", hereby leases the Leased Premises (defined below) to:

Name	Address	Tel Number	email address
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Hereinafter called "Tenant."

2. LEASED PREMISES: The leased premises consist of the land and the main building (but not the separate studio apartment) at 25 Montello Street, Provincetown MA 02657. Tenant acknowledges and agrees that the common outside areas on the land are shared and are also subject to use and enjoyment by Landlord, Landlord's family, guests, invitees, agents and/or employees, during the possession of the leased premises by Tenant.

3. TERM: This lease shall be for a term of _____ days:
Beginning on _____ and ending on _____

4. RENT: Landlord acknowledges payment of 1/2 rent with contract to reserve the leased premises. Balance of the rent + refundable \$500 security deposit (two separate checks) are required no later than 1 month prior to rental.

TOTAL RENT: \$ _____

INITIAL PAYMENT: \$ _____

BALANCE OF RENT + SECURITY: _____ + _____

5. CLEANLINESS: Tenant shall keep the leased premises in a clean condition. Tenants shall be responsible for the proper storage and collection or ultimate disposal of all garbage and rubbish, and in accordance with regular municipal collection system. Tenants shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. The toilets and pipes shall not be used for any purpose other than those for which they were contracted.

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

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

8. 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.

9. 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.

10. SUBLETTING, 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 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.

11. 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, 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. Whenever 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 interference from the Tenant.

12. 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.

13. 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 the 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: Franz Rosales at 508-237-3291 (Cell Phone).

14. 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, including his obligation to vacate at the end of the lease term, 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.

15. CASUALTY AND 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.

16. 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.

17. 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.

18. ATTACHED FORMS: The forms, if any, attached hereto are incorporated herein by reference.

19. 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, returned 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, proved 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. 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.

22. 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.

23: 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.

24: ADDITIONAL PROVISIONS:

A. Smoking is not permitted inside the Leased Premises. Tenant agrees that Tenant will not permit Tenant or Tenant’s family, guests, invitees, agents or employees to smoke during the term of the Lease.

B. Due to safety concerns, Tenant shall not enter or attempt to access the attic.

C. Tenant shall be respectful of neighbors and will minimize noise after 9 PM.

D. Tenant acknowledges that the stairs in the Leased Premises are steep and may pose a hazard if not used with due care. Tenant assumes all risk of using those stairs during his or her possession. Furthermore, Tenant agrees that the Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees who may be damaged or harmed using the stairs during the possession of the leased premises by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions made in part or whole based on use of the stairs.

Landlord

Landlord

Tenant

Tenant