

WELLFLEET COTTAGE LEASE AGREEMENT

For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

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DIRECT RENTAL

This Lease Agreement (the "Agreement") is made by and between "Homeowner" and "Renter".

If the Renter attempts payment with an electronic transaction (ACH) or a check that is not honored due to Non Sufficient Funds (NSF), the Renter will be responsible for any fee incurred by the Homeowner.

A Security Deposit of \$500 is required as part of this Agreement.

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VRBO/HOMEAWAY

This Lease Agreement (the "Agreement") is made by and between "Homeowner" and "Renter" as of the date last set forth on the agreement made via the HomeAway or associated websites.

Payment is received through the HomeAway processing system exclusively.

PROPERTY

The Property address will be disclosed at time of booking.

LEASE TERM

The lease begins at the agreed upon check-in time on (the "Check-in Date") and ends at the agreed upon check-out time on (the "Check-out Date"). Rent payment is due at booking. Renter may not secure dates until rent is paid in full.

OCCUPANTS

The property is to be occupied strictly as a weekly rental with only the Renter mentioned above and up to two other first occupants ("Occupants"), to sleep only in the queen bed and/or twin bed. The Homeowner' requests and notices to the Renter or any of the Occupants of legal age constitutes notice to the Renter. Notices and requests from the Renter or any one of the Occupants (including repair requests and entry permissions) constitutes notice from the Renter. In eviction suits, the Renter is considered the agent of the Property for the service of process.

GUESTS

There shall be no "Guest" staying at the Property without the Renter or an Occupant present. A Guest sleeping or staying the night is not allowed without prior permission granted by the Homeowner through Email or other electronic written message. Any Guest found staying at the house without permission will be charged a \$200/24hr fee, taken from the deposit, and the Renter will be considered to have violated this Agreement.

SUBLETTING

The Renter shall not assign the lease or sublet the Property.

SECURITY DEPOSIT – DAMAGE PROTECTION

The Security Deposit and/or Damage Protection fee is required to protect the Homeowner from loss or damage to the Property, including the house, its furniture and other contents located on the Property. Any damage to the Property during the term of the lease or additional cleaning required will be paid from the security deposit or from the Damage Protection in place. The Renter will be responsible for any excess cost of repair or replacement required as a result of damage caused by the Renter, any Occupant or other Guest during the lease term, and the Renter shall pay the same promptly to Homeowner upon written request, provided such written request is accompanied by documentation of such excess costs of repair or replacement. Renter shall cooperate fully with any inquiries or details regarding claims on the Damage Protection coverage.

INSPECTION AND POSSESSION

It is the Renter's responsibility to document the condition of appliances, fixtures, furniture, and any existing damage within the Property at the time of the Renter accepting possession. By taking possession the Renter acknowledges accepting the Property in good order and in its current condition except as herein otherwise stated. The Property is rented as is. The Renter is encouraged to inquire about accommodations for any mental or physical impairment prior to booking or signing the Agreement.

ACCESS

Upon the start of the Lease Term, the Homeowner agrees to give access to the Renter to enter the Property. One key will be granted, or more per Renter's request. Making duplicate key copies is not allowed. If a replacement is needed, the Homeowner may provide one for a fee. At the end of the Lease Term, all access provided to the Renter shall be returned to the Homeowner or a fee will be charged to the Renter. The Renter shall allow Homeowner and their agents, upon request, to enter the Property at all times for purposes of repair, improvement, and inspection. The Homeowner may exhibit the Property to prospective purchasers, mortgages, or other prospective renters upon reasonable notice.

PARKING

The Homeowner shall provide the Renter one parking space and will indicate where the parking space is located before the Renter takes possession of the Property.

RENTAL RULES

The Renter, and any Occupants, and/or Guests shall abide by all local, state, and federal laws and regulations at all times in conjunction with the rental of the Property. The Renter agrees to abide by the Rental Rules (attached as Exhibit A and provided in written form at check-in in the House Manual) at all times while at the Property, and shall abide and cause all Occupants and/or Guests to abide by the rules at all times while at the Property. At the termination of this Lease, the Renter shall quietly yield up the Property in good and habitable condition in all respects, as it was when the Renter and/or any Occupants took possession, with exception any normal use.

SURRENDER OF PREMISES

The Renter has surrendered the Property when (a) the Check-out Date has passed and no one is living in the Property within the Homeowner's reasonable judgement; or (b) Access to the Property has been turned in to Homeowner — whenever comes first. Upon the expiration of the Lease Term, the Renter shall surrender the Property in better or equal condition as it were at the commencement of this Agreement, reasonable use,

wear and tear thereof, and damages by the elements excepted. After the premises are surrendered, Homeowner shall have the right to remove all belongings including any personal property off the premises.

LIABILITY

The Renter and any Occupant personally assume all risks of Property loss or damage and physical injury or death that exist or may exist in connection with use or occupancy of the Property. The Renter and any Occupant and/or Guest release Homeowner and any other owners of the Property from any claim for damage, accident or injury that may be sustained from use or occupancy of the Property during the Lease Term and agree to indemnify, hold harmless and defend Homeowner and any other owners of the Property from any claim, action or proceeding by the Renter, any Occupant, and/or Guest, their family, estate, heirs or assigns related to a claim for damage, accident or injury during the use or occupancy of the Property.

CANCELLATION POLICY

Changes such as dates and number of Occupants is subject to approval by the Homeowners.

6 months: full refund

4 months: 90% refund

2 months: 50% refund

1 month: 10% refund

No refund for cancellations within the month of visit.

RESCHEDULING POLICY

Homeowner will make best efforts to reschedule Renter's stay to another week, as available.

From non-peak week to peak week: additional payment required.

From peak to non-peak week:

6 months: full refund of price difference

4 months: cancellation policy 90% refund applies

Rescheduling within 4 months: no refund.

WAIVER

No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Renter and Homeowner.

DISPUTES

If a dispute arises during or after the term of this Agreement between the Homeowner and Renter, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation. The terms of this Agreement will be governed by and interpreted under the laws of the State of Massachusetts, Barnstable County. If any Renter, Occupant, or Guest, violates this Agreement, the Renter is considered to have violated this Agreement.

The parties have agreed and executed this agreement on _____

SIGNATURE of Homeowner

SIGNATURE of Renter

EXHIBIT A: RENTAL RULES

PURPOSE

The Renter, and any Occupants, and/or Guests may only use the Property as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

NO FIRE OR SMOKING OUTSIDE OF FIREPLACE

Absolutely no activities involving flames or smoldering are permitted inside home, other than lighting a fire inside the fireplace. This includes, but is not exclusive to, vaping, smoking (of any kind), and candles. The Renter agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Property. Items that are prohibited to be brought into the Property, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas. The Renter further agrees to abide by any and all local, county, and State noise ordinances. Please provide your own wood past the first three provided logs. Failure to abide by this rule will result in a \$500 fine and termination of this agreement.

GUESTS

People other than the Renter or Occupants may not sleep or stay overnight at the Property. Any person on the Property is the sole responsibility of the Renter. Failure to abide by this rule will result in a \$200/24hr fine.

ACCIDENTS

The Homeowner is not responsible for any accidents, injuries or illness that occurs while on the Property. The Homeowner is not responsible for the loss of personal belongings or valuables of the Renter, any Occupant, and/or Guest. By booking, the Renter is expressly assuming the risk of any harm arising from use of the premises by the Renter, any Occupants, and/or Guests.

PHONE

Cell phone coverage may be spotty at the Property. There is no landline phone.

ALTERATIONS

The Renter may not make any alterations to the Property. When needed, it is the responsibility of the Homeowner to replace batteries in the battery-operated smoke detectors and battery-operated remote controls for appliances.

FURNISHINGS AND APPLIANCES

Keep the Property and all furnishings in good order. Use appliances only for their intended uses. Household items (pillows, covers, fans, linens, towels, utensils, dishware, etc.) are not to be removed from the Property. The Renter acknowledges that any loss or damage beyond normal wear and tear may result in deductions from the security deposit or from the Damage Protection to cover repair or replacement costs. The Renter is not permitted to furnish the Property.

NOISE/WASTE/HAZARDOUS MATERIALS

Do not litter or leave waste on the Property. Do not permit the Property to be used, in an unlawful manner.

Be respectful of neighbors and keep music at reasonable level during the day. Please refrain from noise after 11pm. Any excessive noise complaints will result in a \$500 fine plus costs of any police citations if applicable.

PETS

Living creatures are absolutely not permitted anywhere on the Property at any time inside or outside the home. Failure to abide by this rule will result in a \$500 fine.

HOUSEKEEPING

There is no daily housekeeping service included. Optional weekly cleanings can be arranged at an additional charge (contact homeowner). One or two starter sets of linens and bath towels are included in the rental rate, and cleaning of them provided by the cleaning fee, but we do not permit towels or linens to be removed from the Property. Please sleep in between the bottom and top sheets and avoid sleeping on the covers or comforters.

RECYCLING

We recycle all glass, plastic, metal, cardboard, and paper. Please thoroughly rinse out glass, plastic, metal, and cardboard before recycling.

PRIOR TO DEPARTURE

- Check-out time is 11AM. Please email or text the time you expect to leave.
- Expend your best effort to leave the Property as you found it.
- Place all chairs, cushions, and equipment (such as umbrellas and fans) where originally located.
- Wash all used dishes and place on drying rack.
- Only use provided cleaning supplies. Please ask for more if you run out.
- Do not strip beds or bed linens, and do not make beds.
- Drape all used towels on the provided towel rack.
- Place all trash and recycling in the provided trash and recycling barrels.
- Turn off all lights.
- Turn off all appliances and fans. Do not unplug them if they were plugged in upon arrival.
- Leave the key on the dining room table and leave doors open when you leave.

OR Lock all doors and return keys in person.

We hope you enjoy your stay!

