

**SHORT-TERM VACATION/RECREATION LEASE**  
**PERIWINKLE COTTAGE UNIT #1 and UNIT #2**

1. **Parties** The parties to this agreement are the Managers, Gaetano Cerundolo and Rosemarie DeMeo Cerundolo of 7 Broadway Cottage LLC, and the Tenant,

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(Name of Tenant/Guest)

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(Tenant/Guest cell phone number)

2. **Property** The Managers rent to Tenant a dwelling (*Periwinkle Cottage Unit #1 or Unit #2*) located at 7 Broadway Terrace, Rockport, MA 01966. The property shall be furnished in the manner described on our website at [www.AnExtraBedVacationRentals.com](http://www.AnExtraBedVacationRentals.com) and the **Tenant should leave the property the way they found it**. Please see listing located in Periwinkle Cottage Unit #1 or Unit #2 binder. Cameras on outside of property only.
3. **Nature of Tenancy** The Managers and the Tenant agree that the rental of these premises is for vacation or recreational purposes as provided for in Chapter 186, Section 15B of the Massachusetts General Laws.
4. **Occupants** The rate on this unit is based on Double Occupancy (2 guests). The Tenant has paid for Double Occupancy (*unless noted in this lease by Managers*). No more than two (2) persons shall occupy the premises at any time during the duration of the tenancy. The Rental party shall consist of Tenant and his/her guest. **Tenant is solely responsible for their guest. Additional fees apply if found you have more than 2 overnight guests per this lease.**
5. **Term** This lease agreement shall run from 3:00 pm on ARRIVAL DATE until 10:00 am on DEPARTURE DATE and TWO (2) guest(s) only. *Failure to vacate premises at this time may be cause for an additional nightly charge.*
6. **Rent** Tenant paid rent of \$NOTED NIGHTLY RATE OF UNIT (plus a Cleaning Fee, Lodging Tax and/or Service Fee – if any. Taxes are collected by this site and submitted separately. The total for the stay was paid in advance before the start of the tenancy.
7. **Damage Protection** When reserving your stay at this property you have acknowledged and accepted our Short-Term Rental Agreement and you are responsible for any damages to the unit and its contents during your stay.

8. **RESERVATION AND CANCELLATION POLICY** A 14.7% Lodging Tax is added to the total nightly rate.

A one-time Service Fee is applied for secure, on-line bookings through 3<sup>rd</sup> Party booking site (i.e., VRBO, AirBnB, etc.)

(A Service Fee does not apply when you reserve your stay through [www.AnExtraBedVacationRentals.com](http://www.AnExtraBedVacationRentals.com) or Inns of Rockport).

50% of the total is due as a deposit when booking your stay; and the balance is due 7 days prior to your arrival date.

Cancel more than 14 days prior to your arrival – deposit and Service Fee/tax is 100% refunded.

Cancel less than 14 days prior to your arrival date - forfeit deposit and Service Fee/tax.

Cancel less than 7 days prior to your arrival date - forfeit full payment.

A Cleaning Fee of \$70 is charged per reservation on ALL SITES. *Policies may differ when reserving on 3<sup>rd</sup> Party Booking Sites.*

9. **Emergency** In case of emergency, the Tenant shall contact the Managers at:

Guy and Rosemarie Cerundolo

Work/Home#877-325-1139

Cell#781-820-1513 (receives texts)

10. **Utilities and Trash Removal** Tenants must remove trash and recycling from the unit and place in appropriate barrels located behind each unit. Unless otherwise specified below, the Managers shall be responsible for garbage collection and recycling removal from the large trash barrel and recycling bins located behind each unit, and for provision of all utilities except telephone. **Trash and recycling removal is on Wednesdays and Saturdays.**
11. **Damages** Tenant shall be responsible for all damage or breakage and/or loss to the premises, or to any furnishings or recreational equipment, caused by the Tenant and/or any of his/her guests during the tenancy, except for that which may result from normal wear and tear. **There is NO SMOKING/TOKING/VAPING IN THE UNITS AND THE USE OF CANDLES ARE PROHIBITED. *The Tenant agrees to leave the premises the way they found it. Additional fees may apply.***
12. **Linens** The Managers shall be responsible for the provision of all linens, pillows, blankets, towels, and other supplies, except as provided for below. Tenants may be charged any dry-cleaning fees or replacement cost for any stains found on the items listed above due to spills, self-tanning products, or usage outside of the unit.
13. **Entry** The Tenant agrees to allow the Managers, or his or her agent, to enter the premises to inspect or make repairs thereof, to show the premises to a prospective tenant or purchaser, to protect the premises if they have been abandoned by the Tenant, or pursuant to a court order.
14. **Pets** Except as provided below, no animals, pets or birds of any description shall be kept on the premises. See Exhibit A (next page). **Since purchasing this property in 2010 these units have been kept “pet free” to accommodate our needs and our guests who suffer from asthma and allergies.**
15. **Agreement to Promptly Vacate** The Tenant agrees to promptly vacate the premises on or before the date and time of the expiration of this lease. **Failure to do so may result in additional nightly charge.**
16. **Fire or Other Casualty** The Managers and Tenant agree that should the premises be destroyed by fire or other casualty to become unfit for human habitation, this lease shall thereby end, and the Managers will refund any unused balance of rent to the Tenant, unless the casualty was caused by negligence or misconduct on the part of the Tenant or the Tenant's guest(s).
17. **Rental Rules** Tenant agrees to abide by the Rental Rules during their stay (EXHIBIT A) while at the property and shall cause all members of the rental party and anyone else Tenant permits on the property to always abide by the following rules while at the property.
18. **Additional Provisions** If any, they are attached, initialed, and dated by both parties, and are a part of this lease.

**PLEASE BE SURE YOU READ THIS DOCUMENT AS IT IS A BINDING CONTRACT.**

## EXHIBIT A

### RENTAL RULES – 7 BROADWAY COTTAGE LLC

**Periwinkle Cottage Unit #1 and Unit #2, located at: 7 Broadway Terrace, Rockport, MA 01966**

1. Tenant shall not smoke/toke/vape in the Leased Premises. Smoking/toking/vaping is allowed outside away from any open doors or windows, nor shall permit any guest to do so. Managers may charge Tenant \$250.00 if Tenant or guests' smoke/toke/vape In the Leased Premises.
2. Candles of any kind are prohibited during your stay. The strong smell/odor can be detrimental to guests.
3. People other than those in the Tenant party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Tenant.
4. The property is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. Manager is not responsible for the loss of personal belongings or valuables of the guest(s). By reserving this property - it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises. **This property is monitored by security cameras on the outside of the unit only.**
5. **Tenant shall keep the property and furnishings in good order and leave the premises the way they found it. Please see "DEPARTURE GUIDELINES" posted on the refrigerator.**
6. Tenant shall only use appliances for their intended uses.
7. Pets are NOT allowed at any time on the property. If pets are found on the property tenancy will be terminated immediately and Tenant will be charged a \$250.00 cleaning fee. Since purchasing this property in 2010 it has been kept pet-free to accommodate our needs and our guests who suffer from asthma and allergies.
8. Parking is limited to 2 parking spaces only per unit (tandem). Unit #1 left-hand side of driveway/Unit #2 right-hand side of driveway. **Vehicles left on premises other than Tenants will be towed at vehicle owner's expense.**
9. There is no daily housekeeping. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Beach towels and beach chairs are provided. We do not permit towels, blankets or any other linens be taken from the cottage for use outside the unit.
10. Gas Grill: Needs to remain away from the cottage. Grill is shared; please clean after each use.
11. Access to Broadway is gained by Broadway Terrace to Broadway and not through the fence or driveway of the adjoining property - Addison Choate – A Boutique Hotel. This is PRIVATE PROPERTY.
12. Storms: If there is a storm or hurricane, no refunds will be given unless:
  - The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
  - A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence for a vacationing guest.
  - The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning" area, we will refund:
    - Any unused portion of rent from a guest currently registered.
    - Any unused portion of rent from a guest that is scheduled to arrive and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
    - Any advanced rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period. OR
    - No refunds will be given for storms.
13. Occupancy of RV campers and/or tents and boats of any kind on the premises, lawn or parking lot is forbidden.
14. Tenant shall not use the Leased Premises for any filming without the written consent of Manager.
15. Tenant shall not hold any "house parties" nor permit underage persons to consume alcohol on the Leased Premises. Events not allowed at this property. This reservation is for a maximum of 2 guests only.
16. **This reservation is intended for a maximum of 2 guests only as noted on the website. Entertaining of family, friends, relatives, etc. other than those in the original party is frowned upon. We would be happy to suggest restaurants in the area that would accommodate a family dinner party, cookout, clambake or barbeque, graduation or wedding celebration, a holiday feast, etc. for gatherings larger than 2 guests to keep the tranquility of these units for our guests in the adjoining unit and out of respect to our neighbors.**

#### **CANCELLATION POLICY\*:**

A one-time Service Fee is applied for secure, on-line bookings on 3<sup>rd</sup> Party Booking sites. (Please note details on Service Fee when reserving your stay). **A Service Fee does not apply when you reserve your stay through my secure website or the IOR website.**

A 14.7% Lodging Tax is applied to your total nightly rate/stay plus the cleaning fee. A Cleaning Fee of \$70 is required per reservation on all sites. (Cleaning Fee, Lodging Taxes and/or Service Fee are not part of my nightly rate).

50% of the balance is due as a deposit when booking your stay; and the balance is due 7 days prior to your arrival date.

Cancel more than 14 days prior to your arrival – deposit and Service Fee/tax is 100% refunded.

Cancel less than 14 days prior to your arrival date - forfeit deposit and Service Fee/tax.

Cancel less than 7 days prior to your arrival date - forfeit full payment and Service Fee/tax.

\*The Cancellation Policy applies to all guests and/or guests who have received as an auction item or a gift certificate or have not paid the Managers directly for their stay. All reservations require a valid credit card be presented upon reserving your stay.