

This document is a sample for informational purposes only. The rental agreement provided for a specific stay will contain the applicable terms and must be reviewed and signed before a reservation is confirmed.

SHORT TERM RENTAL AGREEMENT

29 Conant Street Provincetown, MA 02657, Unit #1

Owner Phone Numbers XXX-XXX-XXXX (Michael) or XXX-XXX-XXXX (Jason)

This agreement made this XXX day of Month, Year between:

Name(s)

Address

Phone Number

Email Address

(hereinafter called the Tenants) and Michael Santos and Jason Tyler (hereinafter called the Landlord) concerning the short-term rental of the property located at 29 Conant Street, Provincetown, MA 02657, Unit #1.

Total people in renting party: Not to Exceed 4. Rental period begins at 3PM on Month, Day, Year, and ends at 10AM on Month, Day, Year,.

Total Rental Amount + Plus Any Additional Fees:

Total Rental Amount: \$XXX USD

Security Deposit: \$1,000.00 (refundable)

Total Amount Due: \$XXX USD

Total due with signed agreement: \$XXX (50% of Weekly Nightly Rate)

Balance of Rental Fee and Security Deposit of \$XXX due 3 months prior to check-in, on or about Month Day, Year.

Terms of the Agreement:

1. The Landlord reserves the right to inspect the premises for emergencies, necessary repairs, maintenance, or to verify compliance with this Agreement. Except in emergencies, reasonable notice will be provided whenever practicable.

If the Tenant, members of the rental party, or their guests violate any material provision of this Agreement, the Landlord may terminate the rental and require all occupants to vacate the premises immediately. No refund shall be due for the unused portion of the stay resulting from such violation.

2. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

3. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins located in the rear of the property. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals.

4. The Tenants shall pay for any damage done to the premises over and above normal wear and tear.

5. No animals or pets of any kind will be brought onto the premises.

6. The Tenants shall not sublet the property.

7. The Tenants shall have no more than 4 (four) persons reside or sleep on the premises.

8a. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

8b. Conduct of Guests: The Tenant is responsible for the conduct of every member of the rental party and all invited visitors. Any violation of this Agreement by a guest or visitor shall be deemed a violation by the Tenant and may result in immediate termination of the rental without refund.

9. There shall be no smoking inside the premises, or in any common areas inside or outside the property. If it is determined that smoking has occurred, the entire cost of the cleaning and deodorizing will be charged against the security deposit. Non-Smoking rules are strictly enforced.

10. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises.

11. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants or its person.

12. Rental Fee amount is refundable up to 90 (ninety) days prior to the beginning of the rental period. Any cancellations with less than 90 days written notice, may be subject to loss of Rental Fee. For cancellations that are less than 90 days, Landlord will make every effort to re-rent the premises. If Landlord is able to re-rent, tenants will receive full refund of monies paid, including security deposit. In the unlikely event that the Landlord needs to cancel the reservation prior to arrival, a full refund will be processed. Landlord is not held responsible to provide alternate accommodations or cover travel expenses.

13. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

14. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

15. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

16. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

17. There shall be no refunds of rents because of shortened stays or ruined expectations due to work, family emergencies or other commitments.

18. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

19. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. ; shall cause termination of this agreement with no refund of rents or deposits.

20. Tenant is advised that the property contains a gas stove and cook top, gas heating, and other gas-powered items and will seek help from management if the proper operation of such items is not fully understood.

21. The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

22. The property has fire alarms installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm “chirps” or has a low battery condition. In the unlikely event of a fire, there is an Emergency Evacuation Ladder located under the Bed.

23. Tenant shall see to their own security while in the property by locking doors, windows, etc. when it’s prudent to do so.

24. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 1 month they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

25. Smart TV is provided, and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to Smart TV service. Tenant is not to attempt to contact Cable Provider to make any changes to services.

26. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. Tenant is not to attempt to contact Cable Provider to make any changes to services.

27. Short-Term Rental Disclosure

Please note that while we strive to maintain the quality and appearance of the property as shown in our photos, certain items such as bedding, linens, or decorative finishes may be replaced from time to time due to normal wear and tear. As a result, exact matches to those shown in listing photos are not guaranteed. Replacements may vary in style or appearance.

28. Electric Vehicle Charging: The Renter is not permitted to charge any electric vehicle (EV) using the property’s electricity, including but not limited to standard outlets, extension cords, or any other power sources on the premises. Any

unauthorized use of electricity for EV charging may result in additional fees and/or termination of the rental agreement.

29. No Parties: Parties, events, receptions, commercial photography, gatherings, or celebrations are prohibited without prior written approval.

30. Security Deposit Timeline: Security Deposit will be refunded within 14 days after checkout, less any deductions for damages, missing items or excessive cleaning.

31. Excessive Cleaning Clause: Excessive cleaning resulting from the Tenant's occupancy may result in additional cleaning charges deducted from the security deposit. Examples include but not limited to:

- Excessive Trash, Bodily Fluids, Smoking Residue, Glitter, Excessive Sand, Pet Hair, Stained Linens

32. Missing Items: Missing or Damaged Towels..., Beach Towels, Robes, Blankets, Pillows, Artwork, Kitchen Items, Furnishings or Personal Items may be deducted from the security deposit.

33. Outdoor Furniture: Outdoor furniture shall remain on the property and may not be removed to the beach or elsewhere.

34. Lockout Clause: Guests are responsible for securing the property and carrying keys/access devices. Lockout assistance may incur a service fee.

35. Furniture Movement: Furniture shall not be moved between rooms without prior approval.

36. Plumbing Clause: Only toilet paper may be flushed. Paper towels, wipes (including flushable wipes), feminine products and similar items shall not be flushed.

37. Candle / Open Flame Clause: Candles, incense and open flames are prohibited.

38. Wallpaper Clause: Certain walls contain specialty wallpaper and decorative finishes that are difficult and expensive to repair. Guests agree not to attach tape, adhesive strips, hooks, nails, decals, or other materials to these surfaces. Suitcases, bicycles, coolers, and other hard objects should not be leaned against wallpapered walls. Damage may result in repair or replacement charges.

39. Clerical, Typographical, and Administrative Errors

The Owner reserves the right to correct any clerical, typographical, mathematical, data-entry, or administrative error contained in this Agreement, including, without limitation, an incorrectly entered rental amount, payment amount, payment schedule, rental dates, fees, or other information, when such information was entered in error and does not accurately reflect the terms previously agreed upon by the parties.

Any such error shall not be deemed to modify or supersede the parties previously agreed-upon terms. The Owner will notify the Guest of the error and provide the corrected information or Agreement as soon as reasonably practicable. Any material correction requiring the Guest's acknowledgment or consent will be submitted to the Guest for acknowledgment or re-execution, as appropriate.

Electronic Signatures: This Agreement may be executed electronically using **Dollop e-signatures**. The parties agree that electronic signatures obtained through Dollop are intended to be legally binding and shall have the same force and effect as original handwritten signatures.

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Renter/Tenant (Print, Sign and Date)

Owner: (Print, Sign and Date)