

RUSS CONTE

VACATION RENTAL AGREEMENT

Cape Cod for 2

168 Captain Chase Road #5

Dennis Port, MA 02639

(630) 728-9151

russconte@mac.com

Federal Tax ID #: 26-2785450

Massachusetts Business License Validation Number: TA1F5FC2418021

It is agreed on this day May 16, 2010 that TENANTS

Jane and John Doe

having an address in Anytown, MA

will rent 168 Captain Chase Road #5, Dennis Port, MA 02639 for 7 day(s), from Saturday, August 7, 2010 to Friday, August 13, 2010 for a total of seven days. This occupancy will be in the form of a vacation rental only and not constitute a permanent or primary residence or other tenancy.

Occupancy shall begin on Saturday, August 7, 2010 after 1:00 PM, and terminate (departure date) on Saturday, August 15, 2010 before 8:00 am. Total Number of Adults: 2 (two).

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The following are the specifics of this agreement:

PAYMENT: The amount(s) as stated below are due as calculated.

RENTAL AND FEE CALCULATION

Rental Rate Per Schedule	\$ 638.10
Less Discount (If Applicable)	\$ 0.00
Equals Total Rental Cost	\$ 638.10
Plus Departure Cleaning	\$ 0.00 (included in the rental)
Equals Sub-Total Rent Transaction	\$ 638.10
Plus 5.7% Massachusetts Tax	\$ 36.37
Plus Barnstable County 4% Tax	\$ 25.53
Equals Total Rent	\$ 700.00
Remaining Balance Due	\$ 700.00 (due 30 days prior to rental)
Plus Refundable Security Deposit	\$ 200.00 (unit not held until received)
Balance Due	\$ 900.00

Make checks payable to:

Russell Conte
424 Elgin, #9
Forest Park, IL 60130

You may call with any questions to (630) 728-9151 (cell) or (815) 464-5328 (work). Please note that you may also send checks to my place of employment, but if you do that, please send via FedEx or UPS and get a confirmation signature. My work address is:

Russ Conte
Kelly Services
20500 S. LaGrange Road, #5
Frankfort, IL 60423

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Utilities: The landlord will provide water, heat, electric, and air conditioning usage only. Landlord shall not be held responsible for utility losses or Complex building mechanical malfunctions.

Restrictions:
No pets allowed.

No smoking. Smoking is not permitted. If the odor of smoke, or damage from smoking, is evident, the Tenant will be charged the entire amount of their security deposit for clean up. The no smoking policy is strictly enforced.

Occupancy

Tenant assures the landlord that the tenants will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner that is not offensive to neighbors.

Tenant assures the landlord that any tenant who violates any of the terms of this lease shall be immediately denied occupancy and shall remedy any damages or other expenses which are caused by tenant and/or tenant's guest(s).

Tenant agrees that any tenant who is found using drugs or allow others to use drugs on the premises will be immediately denied continued occupancy at these premises, and the police will be notified. Anyone caught using illegal drugs or breaking any local, county, state or federal laws will be prosecuted to the fullest extent of the law at their own expense.

Tenant shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about premises.

Tenant agrees that during the term of the lease and such further time as he/she occupies the premises, he/she will keep the leased premises clean and free of trash, garbage, and other waste; and all pipes, wires, glass,

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plumbing and other equipment and fixtures in the same condition as at the beginning of the lease except for reasonable wear and tear and damage by unavoidable fire and casualty the only exception.

Tenant may not let, sublet or assign this lease for all or any part of the premises without prior consent of the landlord.

If tenant abandons or vacates the premises, landlord may at his option terminate this lease, enter the premises and remove property.

Tenant assumes full responsibility for fulfilling the terms of this lease for the period stated and assures the landlord full recourse for the payment of any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the lessee.

Tenant understands and agrees that if they fail to utilize this confirmed reservation, all funds received, other than security deposits, will be retained as liquidated damages unless the confirmed unit is re-rented at the same rate and same time period.

If the latter occurs we retain a \$100.00 administrative fee. If the unit is not rented then 75% of the monies received may be used toward another rental within the next 360 days.

If Tenant is denied use of said property due to any reason but not limited to - Fire, Flood, Hurricane, Mechanical, City or State issues, tenant will receive 100% refund of deposits and fees paid, Landlord will not be liable for any other monetary losses incurred from this unit rental.

By signing below I acknowledge that I am over 25 years of age.

Tenant _____ Date _____

Tenant _____ Date _____

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Rental Rules Agreement

Refusal - I have the right to refuse to rent to any guest at any time. I reserve the right to cancel a reservation at any time.

Rescheduling - If you need to reschedule your reservations, it must be done greater than 14 days before your arrival date and you will only be charged a \$15.00 dollar transfer fee. Any changes that are made to your reservations will be a \$15.00 dollar administrated fee.

Cancellation Policy - Due to holding these accommodations and in consideration of the fact that I did not rent this unit or these dates to others, I cannot return any payments unless you cancel 3 days prior to your arrival date. If you cancel and the date is greater than 3 days from your arrival date I will refund your deposit. If you cancel less than 3 days to your arrival day, you forfeit all monies, unless I can rent out the cabin that you reserved. If I do, I will send you a refund of your deposit minus the cancellation fee of \$50.00.

Check-In and Late Arrivals - Our check in begins at 1:00 pm each Saturday for full week rentals. If you would like to try to check in early to the condo, please call the day before you arrive to check if the unit will be ready. If your unit will be ready for early check in we will allow you to check in early.

Checkout - Checkout is a 11:00 am; if you check out later then you will be charged \$100.00 minimum for a late check out. No late checkouts are allowed unless you have permission from the office. If you lose your key, there will be a \$10.00 dollar key fee.

Refunds - No refunds will be given due to inclement weather, malfunctions in equipment (i.e. television, stereos or VCR). IF a problem happens with the equipment then I will get it fixed ASAP! There will be NO refund for early departure for any reason.

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Privacy Policy - I respect and am committed to protecting your privacy. I will not distribute or sell your personally identifiable information to anyone at any time for any reason.

Security Policy -Your payment and personal information is always safe. If you pay online, the Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

Basic Amenities - Heat and A/C, stove, refrigerator, toaster, coffee maker, dishes, flatware, utensils, pots and pans, color TV/VCR, fire and smoke detectors, towels, pillows and, washcloths and bath mats and blankets. Each Unit also has a starter supply of bar soap, dish soap, toilet paper and paper towel.

Do not MOVE OR REMOVE any furnishings, accessories or linens from your cabin for any reason, or you will be charged. If TV, DVD, VCR are found disconnected a fee to you of \$100.00 to reconnect.

Guests Should Supply - Items that the quest will need to supply will be; sheets, pillowcases, linens for a queen size bed, extra blankets, charcoal for the grill, fire starter, iron & ironing boards, laundry soap, coffee filters and condiments, hair dryer, toiletries, bars of soap, shampoo.

Cleaning Fee - Cleaning fee is included in the vacation rent as noted in the pricing.

Housekeeping - Housekeeping services will not be provided during your stay unless requested. If requested, there will be an additional charge for various services. If additional housekeeping services are needed, please request a price sheet prior to check in.

Commode: Use only toilet paper in commode. Do not flush feminine products, cleansing wipes, paper towels, kleenex, or any other item other

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than toilet paper. There will be a \$50 charge by maintenance to unstop commodes.

Cleanup for Checkout - If you moved any furniture, then you must move it back where it was. If you disconnected our TV cables to play games, then you must connected the TV and cable cords back. If you do not and we have to send out a TV repairman to hook back up the TV to cable or satellite to get the TV to work then you will be charge for the service call of \$50.00. We are sorry you have to leave, but have a safe trip home and hope to see you again.

Garbage - Please place all garbage during your stay in the bags provided. Upon leaving, please place the BAGGED garbage in the trash receptacle outside. Please be aware that there may be animals in the area and that if the garbage is left outside of the receptacle, the animals will tear it open and leave it everywhere. Also, the garbage man will only pick up bagged trash. Please be mindful of this and only put BAGGED trash in the garbage receptacles.

Linens - You are required to provide your own linens. The bed is queen size, and there are two pillows. You may bring your own sheets, or buy them on Cape Cod.

Maintenance - When you arrive and find something is not working, please notify me as soon as possible! I do everything to keep all equipment in good working order. If something is not working properly, I will do my best to get it up and running for your stay. Upon your arrival I will give you an after hour emergency number. If you call after hours to report something and it is a true emergency then you will be contacted back ASAP, if it is not a true emergency and it can wait to business hours, then you will not be called back till the following day.

Lost and Found - I am not responsible for personal property left after your departure. If you find you have left something, please contact me and I will try to locate it for you and return it to you, COD.

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Television, Radio, and CD/DVD Players - This unit is equipped with cable television. Premium channels are not available.

Weather - Please plan your trip according to the weather. No refund will be given due to weather conditions.

Damage/Missing Items - All breakage and damage to your rental during your stay must be reported to me before your departure so that I may settle the matter as soon as possible. Tenants are responsible for and are expected to assume liability for any damage to the home and its' contents, other than normal wear and tear, during their occupancy. The property will be inspected carefully after your departure and your deposit will be adjusted if any damage is found.

I am not responsible for any accidents, injuries or illnesses that occur at or on the premises or its facilities. I am not responsible for the loss of personal belongings or valuables of the guest(s). By accepting this reservation, it is agreed that all guest(s) are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

Tenant Name (Print)

Tenant Name (Print)

Tenant Signature

Date

Tenant Signature

Date

Russ Conte

May 16, 2010

Owner Name

Date

Owner Signature

Date