



Pepper Frazier

REAL ESTATE

19 CENTRE STREET 508.228.3202 (p) www.JPFCO.com
 NANTUCKET, MA 02554 508.228.8756 (f) office@jpfco.com

This Indenture, made on 06/29/2020

Witnesseth that:

34 Walsh St, LLC
 PO Box 850

Scituate MA 02066

(hereinafter named LANDLORD)

Hereby leases to:

Michael Stanton

4668 N. Dittmar Road

Arlington VA 22207

(hereinafter named TENANT)



In accordance with this payment schedule:		
	Amount	Due on
First Payment (Fees Added)	\$16,550	07/01/2020
Security Deposit	\$2,000	07/01/2020
MA Short Term Rental Tax (5.7%)	\$943	07/01/2020
Local Option Room Excise Tax (6%)	\$993	07/01/2020
Arrival: 07/04/2020 3:00 PM	Rental Amount:	\$16,500
Departure: 07/11/2020 9:00 AM	Security Amount:	\$2,000
	Service Fee:	\$50
	MA Short Term Rental Tax (5.7%)*:	\$943
	Local Option Room Excise Tax (6%)*:	\$993
	Total amount due:	\$20,486

LANDLORD leases the premises to TENANT, and TENANT accepts such tenancy, for the lease term set forth above. The premises located at: **34 Walsh Street** Nantucket, MA. The parties agree to the following:

1. That the LANDLORD shall prepare the premises for occupancy, and that the TENANT shall maintain same in good order for the full term of this lease, and vacate the premises peaceably and quietly, leaving it in like condition in which occupancy was taken. All laundry to be started and house to be left tidied upon departure. TENANT is further responsible for all damages or breakage and/or loss to the premises except normal wear and tear. If TENANT is not satisfied with the cleanliness of the premises upon arrival TENANT will so notify J Pepper Frazier Company within 24 hours. There shall be no more than 12 people occupying the premises at any given time. The house is being rented in "as is condition." TENANT understands that there will be no smoking, 8 hours of cleaning are included and that **NO pets, are allowed**. All service animals must be disclosed prior to lease signing, subject to reasonable wear and tear.
2. That the TENANT agrees to allow the LANDLORD or his agent to enter and view the premises; to show the premises with 24 hour notice to TENANT, should the property be listed for sale; to inspect the premises; to make repairs and improvements to the premises, and to protect the premises if it appears that said premises have been abandoned by the TENANT. That the TENANT shall not sublet the leased premises, nor any part thereof.
3. That all personal property of the TENANT brought onto the leased premises shall be at the sole risk of the TENANT. LANDLORD will not be responsible for any damages to any personal property on the premises. Should a substantial portion of the premises be damaged by fire or other unavoidable casualty, LANDLORD may elect to terminate this lease. When such fire, casualty or other taking renders the premises or any part thereof unfit for use and occupancy, a just and proportionate abatement of rent shall be made.
4. That the LANDLORD agrees to pay a NONREFUNDABLE commission fee of \$2,475 to be paid to J Pepper Frazier Company (Agent: ChrisK) upon receipt from the TENANT of the first rental payment for this lease. That in the event of a subsequent sale of the premises to the TENANT by the LANDLORD within two years of tenancy, a BROKER's fee of 6% of the purchase price shall be paid by the LANDLORD to J Pepper Frazier Company. That TENANT cancellations must be made by notifying J Pepper Frazier Company via certified mail. If it is necessary for TENANT to cancel a lease and the period can be re-rented at the same rate, TENANT will receive a refund from the LANDLORD, less a cancellation fee of 15% of the gross rental. (J Pepper Frazier Company retain commission/LANDLORD the balance). If the cancellation period cannot be re-rented, the TENANT is responsible for and required to pay the entire amount. In the event of a cancellation of this lease, Landlord shall make reasonable efforts to re-rent the property. If the premises are re-rented at a rate less than that provided for herein, Tenant shall be liable for the difference, together with any additional brokerage or rental costs incurred by Landlord, and the balance of Tenant's prepayment shall be refunded to him. In the event of a subsequent rental of said property by same TENANT within 2 years of this lease, 15% of gross rent NONREFUNDABLE commission is due to J Pepper Frazier Company for this rental.
5. If applicable at this rental home, The TENANT understand that the use of the swimming pool, roof walk, fire pit, or loft at the rental house can be dangerous, and that personal injury and death can occur. The TENANT agree to assume the full responsibility to warn family members and guests about these dangers and to take all necessary preventive measures to avoid personal injury. The TENANT agree to use the pool, roof walk, fire pit or loft at their own risk, and further agree to hold the LANDLORD harmless from any accidents or personal injuries to their family members or guests, and further agree to indemnify the LANDLORD for any claims from their family members or guests that result in any and all loss, COSTS (including attorneys' fees), damages, or expenses. The TENANT hereby waive any right to bring suit against the LANDLORD for any personal injuries or any other losses.
6. The TENANT agrees to pay \$2,000 as a security/utility deposit to be held by J Pepper Frazier Real Estate, the agent for this lease. This deposit is not to be considered prepaid rent, nor shall damages or claims (if any) be limited to the amount of this deposit. This deposit may also be used to pay for long distance telephone calls and cleaning in excess of 8 hours. The deposit will be returned with an itemized list of repairs or other lawful deductions within 60 days of vacancy to TENANT. LANDLORD must submit written and itemized copies of all bills, damage claims, etc. to J Pepper Frazier Real Estate within 30 days of TENANT'S vacancy in order to process and return TENANT'S deposit within 60 days of vacancy. If LANDLORD shall fail to comply with these terms, the security deposit will be returned to the TENANT on the 60th day and the LANDLORD will be deemed to have waived their rights relative to reimbursement of any and all bills and expenses resulting from tenancy. The LANDLORD will then become fully responsible for the collection of bills, and J Pepper Frazier Real Estate and its affiliates are indemnified, defended and held harmless for any and all monies owed on said bills.
7. The LANDLORD acknowledges that under Massachusetts Law, the described property may be deemed to contain lead paint, if constructed before 1978. The LANDLORD acknowledges that wherever a child or children under 6 years of age resides in any residential premises in which any paint, plaster or other accessible materials contain dangerous levels of lead as defined pursuant to M.G.L. Ch111 § 189A-199B the LANDLORD shall remove or cover said paint, plaster or other materials so as to make it inaccessible to other children. The agent named herein does not know whether the lead paint is present in said property. The LANDLORD agrees to indemnify and hold harmless, (the broker) from any action taken by the TENANT pursuant to an alleged violation of these regulations. TENANT and LANDLORD agree that J Pepper Frazier Co., Inc. or his agents will not be a party to any dispute or law suit arising from this occupancy.
8. J Pepper Frazier Co., Inc. and its agents are in no way responsible for neighborhood construction, home wifi speed, or accountable for any results or actions that are caused, either directly or indirectly, by the foreclosure or foreclosure proceedings on or against the above leased property. J Pepper Frazier Co., Inc. and its agents will not be a party to any legal actions that arise either from neighborhood construction complications, foreclosure on said property or any foreclosure proceedings on said property. Both LANDLORD and TENANT agree to indemnify and hold harmless J Pepper Frazier Co., Inc. and its agents from any actions, forfeitures, inconveniences, financial losses, judgements, and any and all results from foreclosure and/or foreclosure proceedings. In the event of a government federal, state and/or local sanctioned travel ban to Nantucket, that impacts a rental period that is currently booked, and the TENANT cannot come to Nantucket during the contracted lease term due to the ban, then the LANDLORD will offer a refund of the rent less any cancellation fees as provided for in the lease contract OR a mutually agreed upon resolution. Additional Contingencies: **none**.
9. All parties acknowledge that the Commonwealth of Massachusetts and Nantucket Island have initiated short term rental tax laws that impact this lease. There may be additional taxes that become law and may affect this lease prior to tenancy, TENANT and LANDLORD agree to abide by the provisions of such laws.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals on the day and year first above written. *Please make all checks payable to J Pepper Frazier Company.

Henry Asken

LANDLORD Signature

Date June 29, 2020

Michael J. Stanton

TENANT Signature

Date June 29, 2020