

# RENTAL AGREEMENT

## GURNET LIGHT KEEPER'S COTTAGE

### 1. PARTIES

In consideration of the mutual promises, obligations and agreements herein set forth, the parties hereto agree as follows:

Project Gurnet and Bug Lights, Inc. (as Licensee of said property of the United States Coast Guard).

Hereinafter called the "Landlord," hereby rents to:

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

(Telephone No.) \_\_\_\_\_

(Cell Phone No.) \_\_\_\_\_

(Email Address) \_\_\_\_\_

Hereinafter called the "Tenant" and Tenant hereby hires from Landlord the Rented Premises consisting of the land and the building thereon, referred to as the Keeper's Cottage known and numbered, 1 Government Way, Plymouth, MA.

The Keeper's Cottage is part of the Plymouth Light Station which consists of the Keeper's Cottage, Gurnet Light, and Fort Andrew. Rental of the Keeper's cottage is for the private use of the House and surrounding property. Fort Andrew and Gurnet Light Area (all property within the earthen berms) is open to all and is visited by many people daily. Fort Andrew can be made available for private use by asking Project Gurnet & Bug Lights, Inc. for permission to use the property in writing at least 30 day prior.

### 2. TERM

The term of this rental commences at **4:00 pm** on \_\_\_\_\_, 201\_ for a term of \_\_\_\_\_ days, ending at **10:00 am** on \_\_\_\_\_, 201\_.

### 3. RENT

Landlord acknowledges payment of 50% of the rent for the term hereof in the amount of (\$ \_\_\_\_\_) USD upon the execution of this Rental agreement. Tenant shall remit to Landlord, the remaining 50% of the total rent due in the amount of (\$ \_\_\_\_\_) USD, plus the \$500 Security Deposit no less than thirty (30) days prior to the commencement of the Term. Said payments shall be non-refundable and shall be made in cash, certified funds, money order, or personal

check. Tenant's failure to occupy the rented Premises upon the commencement of the Term shall not relieve Tenant of its obligation to pay rent as described herein.

#### **4. SECURITY DEPOSIT**

The Security Deposit shall be placed in a non-interest bearing escrow account as required by law. The Security Deposit will be returned within 30 days from the departure date providing there was no damage. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. Broken or missing items;
- b. Damages or excessive cleaning caused or permitted by the Tenant or by any person for whom the Tenant is responsible;
- c. Failure to return guest car passes;
- d. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- e. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- f. Unplugging toilets, sinks and drains;
- g. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- h. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- i. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and,
- j. Any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs.

The Tenant may not use the Security Deposit as payment for the Rent.

#### **5. CLEANLINESS**

Tenant shall keep the rented Premises in a clean condition. Tenant shall be responsible for the proper storage of all trash until it has been removed. Tenant shall not permit the rented Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. The toilets and pipes shall not be used for any purpose other than for those for which they were constructed.

#### **6. CANCELLATION POLICY**

Notice of Cancellation must be in writing and reported to us at least 30 days before arrival. Monies received will be refunded only if the premises are rebooked for the same reservation period and the same rental amount. No monies will be refunded if the property cannot be rebooked. There are no refunds for cancellations that are less than 30 days prior to arrival, and no refunds if there is a payment outstanding. Tenant shall be responsible for the entire contracted amount of the rental.

7. **PETS**

No dogs, birds or other animals or pets shall be kept in or upon the rented Premises without Landlord's prior written consent obtained in each instance.

8. **QUIET ENJOYMENT**

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term. Neighborhood quiet time is from 9:00 PM to 9:00 AM

9. **CARE AND USE OF THE PROPERTY**

- a. Tenant shall be responsible for normal grounds maintenance during the Term of this Rental agreement. Without limiting the generality of the foregoing language, Tenant shall keep all trash, outdoor furniture, toys and in general, keep the yard orderly.
- b. The Landlord will be responsible for mowing and trimming the lawn.
- c. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
- d. The Tenant will not engage in any illegal trade or activity on or about the Property.
- e. The Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- f. Extra propane for the grill is located in the garage.
- g. The Landlord will supply toilet paper, dish detergent, laundry detergent, and trash bags.
- h. Tenant must acknowledge, sign and return the Lead Paint signoff form before occupancy.
- i. The Tenant must strip bed linens must leave on the bed in the pillowcases or in front of the washing machine.
- j. The Tenant must place all dirty towels in front of the washing machine. (If you could do a load or two that would be helpful).
- k. The Tenant must completely empty the refrigerator.
- l. The Tenant must wash all dirty dishes.
- m. The Tenant is expected to leave the house and yard in the same condition as when you arrived. Please return items to their original location prior to leaving.
- n. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear and tear excepted.

## 10. RULES AND REGULATIONS

- a. The Tenant will obey all rules and regulations of the Landlord regarding the Property.
- b. Water conservation is essential; no washing cars or use of “slip and slides” or similar devices. Tenant will make reasonable efforts to conserve water.
- c. The house is powered by solar and batteries. The Tenant must shut off lights when leaving the room. Leaving outdoor lights on or basement lights on will deplete your power supply.
- d. The generator can only be run from 9:00 am to 9:00 pm; no exceptions.
- e. Tenant must be mindful of power use, large power using appliances like microwave, toaster, well pump, and blow dryers. Tenant may not use any more than two appliances at a time. Two blow dryers in use at the same time will shut the power system down.
- f. **Absolutely no fires, candles, fireworks, or torches.**
- g. All property on the Gurnet and Saquish is privately owned. When walking around the Gurnet please stay on the roads and do not wander off into neighbors yards.
- h. Three visitor passes are provided for Tenant vehicles. A guest list must be given to the guard shack for guests to access the Gurnet. Security deposit will not be returned if the passes are not left in the cottage when you leave.
- i. Tenant must remove all trash when leaving. Tenant must bring out what you brought in. For out of state renters trash removal must be arranged prior at an additional charge.
- j. Please take the umbrella down when not using it.
- k. **Absolutely no** smoking is permitted in the house.
- l. The speed limit on the Gurnet is a **crawl**. Please inform all guests
- m. The Fort Andrew area is open to all and can be made available for private use by asking Project Gurnet & Bug Lights Inc. for permission in writing at least 30 days prior.
- n. Vehicles are not allowed on the lawn on the right side of the driveway when approaching the house. ( septic system).
- o. For emergencies call the emergency numbers on the refrigerator. The address is Government Way, Plymouth, MA.

## 11. **HAZARDOUS MATERIALS**

The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

## 12. INSURANCE

Tenant understands and agrees that it shall be Tenant’s own obligation to insure Tenant’s personal property.

**13. COMPLIANCE WITH LAWS**

Tenant shall not make or permit any use of the Rented Premises which may be unlawful, improper or contrary to any applicable law or municipal ordinance (including with out limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances), or which will make voidable or increase the cost of any insurance maintained on the Rented Premises by Landlord.

**14. ADDITIONS OR ALTERATIONS**

Tenant shall not make any additions or alterations to the Rented Premises.

**15. SUBLETTING and NUMBER OF OCCUPANTS**

Tenant shall not assign or sublet any part of the Rented Premises, nor shall Tenant permit the rented Premises to be occupied by anyone except the individuals specifically named in the first paragraph of this rental agreement (and their personal family and guests), without first obtaining on each occasion the consent and writing of the Landlord. Notwithstanding any such consent, Tenant shall remain unconditionally and principally liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Rental Agreement.

**16. ENTRY**

Tenant shall permit Landlord to enter the rented Premises prior to the termination of this Rental Agreement to inspect the same, and to make repairs thereto (although nothing contained herein shall be construed to require Landlord to make any such repairs), or to show the same to prospective Tenants. Landlord shall also be entitled to enter the Rented Premises if they appear to have been abandoned by the Tenant or otherwise, as permitted by law. Any person entitled to enter the Rented Premises in accordance with this paragraph may do so through a duly-authorized representative. Whenever possible, Tenant shall be informed in advance of any proposed entry hereunder.

**17. KEYS AND LOCKS**

Locks shall not be changed, altered, or replaced nor shall locks be added by Tenant without the written permission of Landlord. A combination number will be issued to the Tenant prior to their arrival and the combination will be removed from the lock when the Tenant's lease has ended.

**18. REPAIRS**

Subject to applicable law, Tenant shall keep and maintain the Rented Premises and all equipment and fixtures thereon used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this rental Agreement or may be put in thereafter, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the

reasonable cost of such repairs in full, as additional rent, upon demand. For maintenance, contact the Landlord's Property Manager, Scott Day (781) 812-7236 or Dolly Bicknell at (781) 837-0922.

**19. LOSS OR DAMAGE**

Tenant shall indemnify Landlord against all liabilities, damages and other expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of (a) any failure on the part of Tenant to perform or comply with a any covenant required to be performed or complied with by Tenant under this Rental Agreement, or (b) any injury to person(s) or loss of or damage to property sustained or occurring on the Rented Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than Landlord.

**20. CASUALTY & EMINENT DOMAIN**

Should a substantial portion of the rented Premises be substantially damaged by fire or other casualty, or if the rented Premises or any part thereof, shall be taken for any purpose by exercise of the power of eminent domain or condemnation or shall receive any direct or consequential damage for which Landlord or Tenant shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, then this Rental Agreement shall terminate at the option of the Landlord or Tenant. If this Rental Agreement is not so Terminated, then a just and proportionate abatement of rent shall be made.

**21. DEFAULT**

If Tenant shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or if the Rented Premises appear to be abandoned, then Landlord may (subject to Tenant's rights) terminate this Rental Agreement and recover possession of the Rented Premises without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of any of the said terms, conditions, covenants, obligations or agreements.

**22. SURRENDER**

Upon the termination of this Rental Agreement, Tenant shall deliver up the Rented Premises in as good order and condition as the same were in at the commencement of the Term, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty only excepted. Neither the vacating of the Rented Premises by Tenant or the delivery of the keys to Landlord shall be deemed a surrender or an acceptance of surrender or an acceptance of surrender of the Rented Premises, unless so stipulated in writing by Landlord.

**23. NOTICES**

Notice from one party to the other shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party (a) in the case of the Landlord, to Dolly Bicknell, Project Gurnet & Bug Lights, Inc., P.O. Box 2167, Duxbury, MA 02331, and (b) in the case of Tenant, at the Rented Premises, or if said notice is delivered or left in or on any part thereof, provided that there is actual or presumptive evidence that the other party or someone on his behalf received said notice.

**24. WAIVER**

The waiver of or breach of any term, condition, covenant, obligation, or agreement of this Rental Agreement shall not be considered to be a waiver of that or any other Term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

**25. SEPARABILITY**

If any provision of this Rental Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder or the lease (or the remainder of the provision) and the application thereof to other persons or circumstances shall not be affected thereby.

EXECUTED as an instrument under seal in duplicate on the date first above-written and Tenant as an individual states under the pains and penalty of perjury that Tenant is at least 18 years of age.

LANDLORD:

\_\_\_\_\_  
Project Gurnet & Bug Lights, Inc.

By \_\_\_\_\_

TENANT:

\_\_\_\_\_