

BeachMansion

GENERAL LEASE AGREEMENT

Landlord: Caplar, LLC by David Caprio and John Larochelle

Tenant(s): You - as memorialized in our email correspondence

This Agreement, entered into pursuant to their agreement and booking through BeachMansion.com (hereinafter referred to as BeachMansion), by and between the above named parties, hereinafter called respectively LANDLORD and TENANT; if more than one tenant, each shall be jointly and severally liable hereunder and are collectively referred to as tenants herein, and service of any notice or demand upon one shall constitute notice to each other. Landlord hereby leases and Tenant hereby hires and takes the premises (as defined below) for the term specified herein and subject to all of the terms and provisions set forth below:

- 1) **PREMISES:** The premises herein leased are situated at **32 Lorraine Street, Barrington Rhode Island.**
- 2) **TERM:** The Term of this Lease runs from and including the day denoted on the BeachMansion Booking emails and on the BeachMansion Calendar for the above-named Tenant, beginning at 3:00 pm through 10:00 am on the check-out day, also denoted on the BeachMansion website.
- 3) **RENT:** The rent for the total lease term shall be the sum outlined in the BeachMansion email correspondence Reservation Details. Tenant expressly agrees to pay the rent due for the lease term according to the schedule denoted in the BeachMansion-related emails between Tenant and Landlord (also possibly as an attachment as a customized lease specific to your tenancy):

All utilities listed below are included for your vacation rental:
Heating, Fuel, Electric, Hot Water, Cold Water, Sewer, Wifi, Cable Television (pay events are extra) Telephone (local only), and private additional trash-removal service (weekly).

- 4) **SECURITY DEPOSITS:** In addition to rent due and as noted in the reservation details agreed upon in our email exchanges, tenant shall pay a security deposit, which will be held by Caplar in the amount of one thousand dollars (\$1,000.00). This amount shall be refundable seven (7) days after Tenant has vacated the premises, to the extent that exceeds such amounts as are reasonably necessary to remedy Tenant's defaults in payment in rent, to repair damages to the premises caused during Tenant's occupancy, exclusive of ordinary wear and tear, or to clean such premises due to the result of unreasonable use, upon termination of the tenancy. Such sum shall be held, administered and distributed in accordance with the provisions of section 34-18-19 of the Rhode Island General Laws, as amended.

- 5) **USE OF PREMISES:** Tenant agrees to use the premises solely as a weekly or weekend vacation residence, not for any commercial purpose, including but not limited to filming any commercial production, and **for occupancy by no more than twelve (12) persons** and no other persons without prior written consent of Landlord, or as otherwise noted and authorized in the email correspondence between Tenant and any representative of BeachMansion.com or Caplar. Tenant agrees to maintain the premises in clean and sanitary condition at all times, to commit no waste, to engage in no unlawful or immoral conduct there, and to observe all applicable laws, rules, regulations, and ordinances of government authorities within or affecting the premises.

- 6) **REMOVAL FOR UNREASONABLE CONDUCT:** Tenant agrees not to make or permit to be made any disturbing noises. It is not the Landlord's wish to restrict the Tenant's enjoyment of the premises, however, if the Landlord at any time finds Tenant's conduct, or the conduct of visitors thereto, unreasonable, Landlord may demand such conduct be ended. If after said notification, the conduct continues, the Landlord shall have the right to terminate this agreement by the means provided by law.

- 7) **MAINTENANCE AND REPAIR; RIGHT OF INSPECTION:** Landlord, its agents and designated representatives shall have the right to enter the premises upon notice to Tenant in case of emergency. Tenant agrees to maintain the interior of the premises in good and clean condition as good as the present condition of premises (ordinary wear and tear excepted) and to return the premises to Landlord in such condition at the end of the term.

- 8) ASSIGNMENT AND SUBLETTING: Tenant agrees as a condition of continuation of this lease, not to sell, assign, transfer, set over, mortgage, hypothecate, or in any other manner dispose of this lease, its term or any part of its term, or the premises, in whole or in part, unless the written consent of the Landlord shall first be had and obtained; and the Tenant agrees not to sublet the premises hereby leased nor any part thereof, nor permit joint tenancy thereof, without such prior written consent of the Landlord.
- 9) LANDLORD'S FURNITURE AND FIXTURES: All such furniture and fixtures are and shall remain the property of the Landlord and Tenant hereby agrees that, in the event of any damage or destruction to such furniture or fixtures during the term of this lease Tenant will pay promptly on demand, all costs of repair replacement of such furniture or fixtures. Tenant shall not remove any of such furniture or fixtures from the premises at any time.
- 10) PETS: Tenant is **not** permitted to have pets on the premises without written permission of the Landlord.
- 11) ALTERATIONS AND IMPROVEMENTS: Tenant agrees NOT to make any alteration of, or add any improvement of any kind to the premises, without obtaining Landlord's written consent in advance.
- 12) DAMAGE AND DESTRUCTION: Tenant hereby indemnifies Landlord against and agrees to pay on demand for all reasonable costs of repair and/or restoration as a result of any damage or destruction to the premises or any part thereof resulting from the willful act of Tenant and/or any person on the premises through or under Tenant, including without limitation, Tenant's family, agents, employees, invitees, and guests. In particular, but without limiting the generality of the foregoing, Tenant indemnifies Landlord against any damage or destruction resulting from leaving windows open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off gas or electrical appliances or lights when not in use, and littering on the premises or adjoining common areas.
- 13) INSURANCE: Landlord's property insurance does not cover Tenant's personal belongings.

- 14) **PLUMBING AND HEAT:** The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same.
- 15) **DEFAULT BY TENANT:** Failure by the Tenant to pay any rental installment on or before the due date or the breach, default, failure or violation of any of the above terms or municipal ordinances of the Town of Barrington by the Tenant shall constitute termination of lease. Upon termination, any and all monies received by Landlord shall constitute liquidated damages and be retained by Landlord.
- 16) **ADDITIONAL LIMITATION ON LANDLORD'S LIABILITY:** To the extent permitted by law, it is agreed that Landlord shall not be liable, and the Tenant shall hold the Landlord harmless from liability for any injuries to the Tenant and/or any person on the premises through or under Tenant including, without limitation, Tenant's family, agents, employees, invitees or guests, or for any loss or damage to any personal property belonging to Tenant and/ or any such persons.
- 17) **LEAD ADDENDUM:** All terms and conditions contained herein are contingent upon Landlord's disclosure of lead addendum, when required and is hereby attached.
- 18) **RECYCLING/TRASH:** Tenant agrees to remove trash from premises and shall place trash in trash barrels provided on the grounds. Trash pickup is on Tuesday morning.
- 19) **PARKING:** This lease includes parking for six (6) vehicles. Parking is located in the paved area in front of the garage, in front of the house, and along the gravel area of the side of the house. Tenant and its guests shall not park inside the garage or on the grass of the premises at any time.
- 20) **USE OF PREMISES:** The premises, including the grounds, shall not be used in such a manner as to create a nuisance to the surrounding neighbors or to the other residents on the premises. The outdoor grounds shall not be used for loud parties, live music, tents or overnight guests.

21). LIQUIDATED DAMAGES: The Landlord acknowledges that at the time this lease is executed, the premises is not currently listed for sale by owner nor through any realtor, nor actively being marketed for sale in any way. Tenant agrees that, notwithstanding the current status, should the home be sold prior to their tenancy, that all monies paid by Tenant to Landlord shall be refunded in full. Tenant shall accept such refund as full satisfaction of any claim that may arise due to such sale, and accept said refund as liquidated damages.

22) ADDITIONAL RULES AND REGULATIONS OF LANDLORD:

Tenant hereby acknowledges that Landlord may, from time to time, make and adopt reasonable rules and regulations at its sole discretion concerning the Tenant's use and occupancy of the Premises. Tenant hereby agrees to be bound by any and all rules and regulations adopted by Landlord of which Tenant has notice and hereby agrees to act in accordance therewith. Any breach of such rules by Tenant shall constitute an event of default under the lease. Recreational vehicles/campers are prohibited. Any additional Rules and Regulations shall be provided to Tenant *prior* to occupancy. Tenant further acknowledges and agrees that Tenant's remedy and damages for Landlord failing to make the premises available for the date indicated shall be limited to a full refund.

Lessor's Lead Disclosure
Rhode Island Association of Realtors

Disclosure of Information on Lead-Based Paint

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing(explain) .

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in housing.

Records and reports available to the lessor (check one below)

Lessor has provided the lessee with all available records and reports of lead-based paint and/or lead-based paint hazards in the housing (listed below) .

Lessor has no reports or records pertaining to lead-based paint and/or paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has s the pamphlet *Protect Your Family from Lead in your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U. S. C. 4852(d) is aware of his/her responsibility to ensure compliance.