



# VCJ Property, LLC SAMPLE Lease

THIS IS A LEGAL BINDING CONTRACT, READ CAREFULLY - IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE

**VCJ Property, LLC**

**220 MacFarlane Dr. #902s Delray Beach, FL 33483-6821**

**Tel: (401) 575-0328 \* fax: (888) 675-3294 \* info@vcjproperty.com**

(The Term of This Lease Can Not Exceed 100 Days Duration)

Lease, made, Aug 23, 2019, by and between VCJ Property, LLC of Delray Beach Florida, hereafter called **LANDLORD**, and

Mitchell Marcus of 90 Main Street

Hackensack, NJ 07601

C: (201) 681-5005

E: mwmarcus@marcusassoc.net

Hereafter called **TENANT**.

**Witnesseth,**

that the **LANDLORD hereby leases to the TENANT the living areas of Captain Morse House** as specified on quotation ORB2124861, located at:

80 North Water Street #34, Edgartown, MA 02539

Rental Tel: **+1 (774) 549-9334**

This lease will begin at

3:00 PM on Sunday Jun 21, 2020 and end at 10:00 AM on Sunday Jun 28, 2020

and for such term the TENANT agrees to pay as rent \$21,500.00 which includes the reasonable consumption of utilities and normal refuse service. TENANT also agrees to pay an estimated cleaning fee for cleaning the home after the tenancy. TENANT shall also deposit with the LANDLORD a security deposit. The security deposit is not to be considered prepaid rent, nor will any damages claimed (if any) be limited to the amount of said security deposit. See section (5)

Item	Description	Rate	Amount
Rent	7 nights	\$21,500.00	\$21,500.00

Item	Description	Rate	Amount
Surcharge	Cleaning Fee	\$800.00	\$800.00
Other Surcharge	Discount	-\$5,912.50	-\$5,912.50
<b>Total:</b>			<b>\$16,387.50</b>

You used **VRBO** to book the **Captain Morse House**. This can affect your payment schedule and the amounts you will pay.

Third Party Booking sites are expensive. Your use of one does not relieve you of the responsibility to pay the charges due on time and in full.

You have already agreed to our lease as part of their booking process. You also have agreed to sign this lease to commit us both to this rental and complete the Lead Paint and Bicycle forms.

If a payment schedule conflict arises due to a Third Party having a different payout plan then the schedule on **VRBO** will prevail.

Payments are only considered made as of the date when good funds in US Dollars for 100% of the charges are received into LANDLORDS bank account for the amounts shown.

Bank Transfer and Credit Card fees are your responsibility to pay if they reduce the good funds due to the LANDLORD.

Schedule of payments, if you booked direct or through a Third Party that does not have a schedule then your payments shall be made according to the following.

Round up the amounts to the nearest \$100. All payments must be made on time by the TENANT for the full amount - see Section 24.

For special situations, such as funds availability, you can make the first 1/3 Payment required as: \$1,000 and then, ten days later, the balance.

A fee of 4% will be added for any payments made over thirty days late.

Payment	Due Date	Amount
1st Payments	Within 10 days of the signing	No less than 1/3 of \$16,387.50 shall be paid
2nd Payment	180 days before Jun 21, 2020	No less than 1/3 of \$16,387.50
Final Payment	90 days before Jun 21, 2020	Final Amount Due = \$16,387.50 - Previously Paid

Payments to VCJ Property, LLC are made by following the instructions titled:

**"Payment\_Instructions\_VCJ\_Property\_wire\_check.pdf"**.

This form is available at the following link [captainmorsehouse.com/secure/](http://captainmorsehouse.com/secure/)

The LANDLORD hereby notifies the TENANT that the LANDLORD, or his agent, will submit to the TENANT an itemized list of damages and/or additional charges claimed to have been caused by the TENANT. These may include additional cleaning charges incurred beyond the estimated cleaning fee\*, excessive utility usage,

telephone calls or cable charges for pay per view or additional trash removal. All utility usage is recorded and monitored weekly. Running the heat or AC with the windows and doors open will cause excessive utility use. LANDLORD will return the security deposit, less damages and other lawful deductions, no later than 60 days from the termination of the tenancy. Internet, cable and phone service is provided but not guaranteed. Any Vacation Rental Taxes payable by TENANT shall be collected by either a 3rd party booking agency or LANDLORD.

Martha's Vineyard is an island and repairs are difficult to schedule and complete. Any deficiency or needed repair must be reported by email with pictures within 24 hours of it being noticed. A refund for any deficiency is at the sole discretion of the LANDLORD. (See section 9.)

The LANDLORD hereby notifies the TENANT that the LANDLORD is the person authorized to receive notices of violation of law and to accept services of process.

The parties hereto in consideration of these presents agree as follows:

1. Occupancy; That no more than 16 persons shall occupy said premises for living purposes only. The Premises may not be used for any gatherings or events unless approved in advance in writing.
2. Fires; SMOKING, VAPING, FIRES OR FIREWORKS are not allowed anywhere on the premises.
3. Animals; TENANT shall not keep or bring onto the premise's animals or pets of any description without written permission from the LANDLORD which, if given in this lease, is in section 23. A violation of this section will result in an immediate eviction and forfeiture of the security deposit. If an eviction occurs, all rents and security deposits herein will be forfeited.
4. Damages; Subject to section 10 of this lease, the TENANT shall be responsible for all damage or breakage and/or loss to the premises, except normal wear and tear and unavoidable casualty that may result from occupancy. TENANT shall communicate the house rules, manual and checkout time with their guests and visitors. TENANT shall inspect the premises upon arrival and report any preexisting damage to the LANDLORD within 6 hours of the start of this lease, such notice to be by email with pictures. Furniture shall not be moved. Damage or stains to the floors or tables is not considered normal wear and tear. The minimum charge for damage is \$100. Exterior cameras are in use for property management and for the safety of our guests and their belongings.
5. Preparation; The LANDLORD will prepare the premises for occupancy and the TENANT shall maintain it in good order for the full term on this lease and vacate the premises peaceably and quietly leaving it in like condition in which the occupancy was taken. Within 30 days of the commencement of this rental TENANT shall notify LANDLORD of how to make up the beds (twins or kings) in any room where there is the option. TENANT has paid an estimated cleaning fee against the actual cleaning charges. Additional cleaning costs will be charged to TENANT if required.
6. Manual; The LANDLORD shall make a Manual available to the TENANT which is available online at [captainmorsehouse.com/manual](http://captainmorsehouse.com/manual) "martha" is the password (lower case). These state the rules and procedures for the use of the premises. TENANT agrees to be bound by the same, and any material breach will be deemed a default of this lease.
7. Linens; The LANDLORD supplies bed linens, towels and extra blankets but the overuse of these can result in additional cleaning charges. Starter amounts of sundries and paper products are provided.
8. Eviction; If the TENANT defaults and/or otherwise fails to comply with any item in this lease, the TENANT agrees to vacate said premises upon receipt of proper notice from LANDLORD and/or upon proper commencement and final adjudication of proceedings authorized and/or required by the applicable laws and regulations of the Commonwealth of Massachusetts.
9. Entry; The TENANT agrees to allow the LANDLORD or his agent to reasonably and freely enter and view the premise: A) to inspect the premises; B) to make repairs and improvements thereto; C) pursuant to a court order; D) to protect the premises if it appears that said premises have been abandoned by the TENANT; E) to perform a mid-rental complimentary touch up cleaning on Thursday and; F) with 24 hours' notice to show the same to a prospective TENANT or PURCHASER.

10. Condition During Rental; TENANT and LANDLORD agree that should the premises be destroyed by fire or other casualty so as to become unfit for human habitation or, in the LANDLORD's sole opinion, requires repairs or work so as to interfere with the quiet enjoyment of the premises then these presents will thereby be ended, with a refund to the TENANT for any rent or payments unused.
11. Regulatory Control; Subject to the provisions of paragraph ten (10), the LANDLORD agrees that if the premises acquire a condition which amounts to a violation of the law which may endanger or materially impair the health, safety or well-being of the TENANT, or becomes unfit for human habitation; upon proper notice to or discovery by the LANDLORD thereof, the rent or a just portion thereof according to the nature and extent of the condition will be suspended or abated until the condition is remedied, if such remedy is reasonably possible during the lease term; provided, however, that said condition or violation of law was not caused by the TENANT or others lawfully upon said premises at TENANT's invitation.
12. Broker; TENANT has not engaged a real estate broker or other 3<sup>rd</sup> party for this lease. Any claims for commission or fees will be solely the TENANT'S responsibility unless agreed to in advance. This lease, the House Manual and Appendices A and B made a part hereof, are the sole controlling documents. See the Section 17. Entire Agreement.
13. Sublease and Change of Ownership; TENANT shall not assign, sublet or permit said premises or any part thereof to be used by others (except the TENANT named herein, the TENANT'S spouse, children, guests and visitors for temporary visits) without prior written consent of the LANDLORD in each instance. In the event of a sale or conveyance by LANDLORD of LANDLORD'S interest in the Leased Premises, LANDLORD shall be released from any future liability under this Lease, with the successor in interest to Lessor to be solely liable to TENANT.
14. Lead Paint; The TENANT acknowledges that TENANT has received and executed a short-term rental exemption notification in accordance with M.G.L. Ch. 111 Section 199B and Regulations 105 CMR 460.100(D). The TENANT agrees to indemnify, defend and hold the LANDLORD harmless from all costs, losses, expenses and claims arising from any personal injury, bodily injury or death caused by or resulting from the existence of lead paint at the Premises. The TENANT acknowledges that houses built before 1978 may contain lead-based paint which can be harmful to children under the age of six. This indemnification will survive the termination of this Lease.
15. Cancellation; If TENANT desires to cancel this lease TENANT must notify VCJ Property, LLC by certified mail or by email properly replied to by VCJ Property, LLC. If the term of this lease can be re-rented for the same amount of rent, TENANT will receive a refund from the LANDLORD, less a cancellation fee of 25% of the total rent due for the term. If the term cannot be re-rented for the same rent then TENANT is still responsible for and required to pay the total rent due less any rent paid for the Lease. TENANT should purchase insurance to cover their trip against cancellation or travel interruption. If LANDLORD has provided a "Right of First Refusal" to another party and TENANT has given a deposit of less than 1/2 of the total amount due then LANDLORD may cancel this agreement by returning all funds paid to LANDLORD by TENANT.
16. Regulatory Control; TENANT must, at TENANT's expense, promptly obey and comply with all present and future laws, orders, rules, requests and directions of all governmental authorities, LANDLORD's insurers, Board of Fire Underwriters, or similar groups; provided, however, that the foregoing will not be deemed to require TENANT to cause any alterations or improvements to be made to the house or its systems. Notices received by TENANT from any authority or group must be promptly delivered to LANDLORD. TENANT may not do anything which may increase LANDLORD's insurance premiums. If TENANT does, TENANT must pay the increase in premium as added rent.
17. Entire Agreement; Modifications. This Lease (including the Tenant Manual and any exhibit or attachment hereto) constitutes the entire agreement between LANDLORD and TENANT with respect to TENANT's lease of said premises and supersedes any prior agreements, discussions or understandings, written or oral. No provision of this Lease may be amended or otherwise modified except by an agreement in writing signed by the parties hereto.
18. Severability; If any provision of this Lease or the application thereof to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Lease and the application of such

provisions to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law.

19. Vacation Rental; The LANDLORD and TENANT state that the rental of these premises is for a vacation or recreational purpose as expressed in Massachusetts General Law C. 186 15B (9).
20. Counterparts and Signatures; This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original as against any party whose signature appears thereon, and all of which will together constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signature of all of the parties reflected hereon as the signatories. The transmission of a signed counterpart electronically or by Telecopier will be treated as the delivery of the original thereof.
21. Interference; LANDLORD will not be liable for any interference with the quiet enjoyment or view caused by construction on any parcel of land not owned by LANDLORD. None of the foregoing events will cause a reduction of the rent or allow TENANT to cancel the Lease.
22. That the words "LANDLORD" and "TENANT" as used herein will include their respective heirs, executors, administrators, successors, representatives, assigns, and/or agents and, where applicable, their officers, members, partners and employees. If more than one party signs as TENANT hereunder, the agreements of the TENANT herein will be joint and several obligations of each such party.
23. <<Purposefully left blank - no animals>>
24. Conditions Precedent; Notwithstanding any provisions herein to the contrary, at the sole option of the LANDLORD, the whole of this Agreement is subject to the condition that LANDLORD will have received good funds from the TENANT by no later than the dates set forth herein for such payments, time being of the essence. If LANDLORD does not receive such funds LANDLORD will have the right, at its option, to treat this Lease as if it had never been entered into, whereupon neither party will have any rights or obligations hereunder except that LANDLORD will refund to TENANT any moneys theretofore paid by TENANT.
25. Default; Upon a default by TENANT of any of its obligations hereunder, the LANDLORD may pursue any remedies given in this Lease or under the law.
26. Headings; The Section headings used in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

**TO CONFIRM OUR AGREEMENTS, AS OF THE DATE SET FORTH ABOVE, LANDLORD AND TENANT RESPECTIVELY SIGN THIS AGREEMENT VIA ELECTRONIC SIGNATURE ACCEPTABLE TO THE LANDLORD OR PRINT AND SIGN THIS LEASE**

By: \_\_\_\_\_  
Signature of Tenant      Date

By: \_\_\_\_\_  
Signature of Tenant      Date

By: \_\_\_\_\_  
VCJ Property, LLC, Landlord      Date

**Booking ID:**

**Notes:**

## **Appendix A Lead Paint**

## SHORT-TERM VACATION OR RENTAL EXEMPTION NOTIFICATION

Under the Massachusetts Lead Law (M.G.L. c.111, s.199B) and Regulations (105 CMR 460.100(D)), the owner of the property located at:  
80 North Water Street #34  
Edgartown, MA 02539

that is being rented or occupied for vacation purposes, certifies that: (Check One)

all paint in the dwelling unit is intact including on the exterior parts of the windows and qualifies for an exemption from the Lead Law which requires the owner to abate or contain lead paint if a child under six years of age is in residence.

the dwelling unit has received a compliance document certifying that the unit met standards for full de-leadings or interim control compliance on \_\_\_\_\_ (date). A copy of the compliance document and inspection / re-inspection reports associated with this unit has been placed in the dwelling unit for review

The Department of Public Health advises parents of young children under six years of age who are tenants or occupants under this exemption for a period not to exceed a total of thirty-one days, that occupying a dwelling unit for a short period of time where lead paint is intact does not present a health hazard for children under six years of age. Should you be concerned about peeling paint that you have found in the dwelling unit, contact:

Caretaker on our Welcome Letter or

Norman Platt Johnson at 401-575-0328

Date of Visual inspection when all paint or other coating was intact on relevant surface 5/16/2019



Signature of Owner or Agent Performing Visual Inspection as of 5/16/2019

Number of Days Rented or Occupied (Not to Exceed 31 Days) \_\_\_\_\_

Signed by the tenant by using eSigning or by printing, signing and sending via email

<p>_____ Signature of Tenant or Occupant with Child Under Six Years of Age</p>	<p>_____ Signature of Owner or Agent Presenting Notification to Tenant</p> 
<p>Date</p>	<p>Aug 23, 2019</p>

If peeling paint is present in the dwelling unit, the owner is not exempt from the obligations of the Lead Law. Any peeling is to be reported to Landlord within 24 hours of noticing such a condition.

**THIS FORM MUST BE COMPLETED FOR A VALID EXEMPTION**  
CLPPP FORM 94-1  
**Property Address: 80 North Water Street #34, Edgartown, MA 02539**

Tenant Name: Mitchell Marcus Lease Start Date: Sunday on Jun 21, 2020  
The aforementioned lease is not valid without this form eSigned, dated and returned to the landlord.

## Appendix B

### Bicycle Agreement

The Captain Morse House owns bicycles for the exclusive use of our guests. If you wish to use the bicycles stored at the Captain Morse House during your stay you may do so as long as you agree to these simple rules. If these rules are not agreeable to you then neither you nor any of your guests may use the bicycles and any such use by you or your guests will be considered a violation of your lease.

1. There are provided locks which should be used whenever the bikes are not in your immediate control. The combination for the locks is 1980.
2. The tenant of record who signs the lease is 100% responsible for theft, damage, flats and routine maintenance. Replacement cost of the bikes is \$600 per bike plus accessories.
3. If a bike is left at the house damaged rather than taken to a shop for repair there will be a charge of \$50 for bringing it in for repair. If there is any damage you must notify me via email.
4. No one is allowed to use a bike without wearing a helmet.
5. Bicycles are not to be used on loose sand. Bikes with sand on the chain or gears will be professionally cleaned by a bicycle shop at a cost of \$150.
6. When not in use all bicycles are to be stored inside their designated storage shed, never outside.
7. Each person who uses a bike agrees to hold harmless the landlord, the Captain Morse House, the Rental Agent and VCJ Property, LLC from any and all injury or accidents to you or others while using the bicycles.
8. Each person who uses a bike agrees to inspect the bike for proper operation prior to use and not to use any bike that is not in good working order with regard to shifting, gears, brakes, steering and other components.
9. If you notice any pre-existing damage to any bicycle you must report it within 24 hours of your arrival at the house otherwise the bicycles will be considered to be in perfect condition with no prior damage.

Agreed and Accepted by tenant using eSigning or by printing, signing and sending via email

Signature \_\_\_\_\_ Date\_\_\_\_\_

TENANT Name: Mitchell Marcus Lease Start Date: Sunday on Jun 21, 2020