

MATTAKESETT OCCUPANCY AGREEMENT

HOME RENTAL DAMAGE PROTECTION

All accommodations at Mattakesett are privately owned. To protect our homes from unnecessary damage and loss, Mattakesett Properties, LLC (Mattakesett) as the rental agent, has included in each rental, coverage for tenant damage up to \$1,000.00. You are responsible for any damage that occurs above this amount or that is not covered in the plan as described below.

This coverage has certain conditions. It will not pay for theft or damage resulting from: a) Intentional acts of the renter; b) Gross negligence, willful and wanton conduct by the renter; c) Any cause, if the renter does not report the loss or damage to the staff of the Rental Property by the Termination Date; d) Theft or damage caused by the renter or anyone visiting other than the renter; e) theft without a valid police report; f) Damage without a valid police report unless the damage is caused by the renter; g) Damage or theft in a Rental Property unit if the number of persons occupying the unit exceeds that unit's occupancy limit.

OUR GUEST'S RESPONSIBILITIES

To report to the Front Desk any damages or irregularities in the home noticed upon your arrival or as they occur during your stay. All calls are entered into a damage log so that you will not be assessed for any damage reported by you upon your arrival. Otherwise, you will agree to be held responsible for any damage in the home.

- Mattakesett is a family resort. Our homes, activities and culture are designed to accommodate the needs of all our guests, young and old. We have a few rules and regulations which all of our guests are asked to follow so as to make everyone's vacation a happy one.
- All Mattakesett homes are available for rental for a maximum of 8 persons (unless otherwise specified on the confirmation), under penalty of eviction or with a minimum of a \$500 per additional person fee posted to your folio (assessed at the discretion of Winnetu Oceanside Resort).
- No pets are permitted in the home (unless designated as a pet friendly home upon booking) under penalty of eviction. If the home is designated as dog friendly and you would like to bring a dog, you will be required to complete the Dog Policy & Acknowledgement Form provided upon booking. Any pets found to be in the home without Mattakesett's prior knowledge and without a Pet Rental form on file will result in a \$1,000 fee posted to your folio.
- Any loud gathering, which may be objectionable to your Mattakesett neighbor (homeowners and other guests), is not allowed, nor is any objectionable noise between the hours of 9:00pm and 9:00am.

MATTAKESETT PROPERTIES' RESPONSIBILITIES

To inspect the home, both before your arrival and immediately after your departure, to assess the condition of the premises and to notify you of any damage incurred upon your check-out above the \$1,000.00 or not covered by the Damage Protection.

ADDITIONAL TERMS AND CONDITIONS

- Neither the owner of the MATTAKESETT HOME nor MATTAKESETT shall be responsible if the licensee is unable to occupy the MATTAKESETT HOME as provided herein, or such occupancy is interrupted by fire or other casualty (no matter how caused), necessity for repairs, labor difficulties, accidents, inadvertent double bookings, inability to obtain supplies, or other causes beyond the reasonable control of such owner of MATTAKESETT. No such occurrence shall render such owner or MATTAKESETT liable for damages. In the event of cancellation by owner or MATTAKESETT PROPERTIES due to any of the foregoing events, licensee shall be refunded in full within fourteen days of the cancellation.
- It is agreed that MATTAKESETT employees, subcontractors and/or its agents, may enter the licensed MATTAKESETT HOME at any time between the hours of 10:00am and 6:30pm on the date of arrival and departure for the purpose of cleaning,

repairing or inspecting. These employees may remain in the MATTAKESETT HOME as long as it is reasonably necessary to clean or repair.

- The licensee acknowledges that he has either personally inspected the licensed MATTAKESETT HOME or has been given full opportunity to do so (by visiting the property in advance) and hereby waives any right to claim that the MATTAKESETT HOME has been misrepresented to him or is not in the condition he anticipated. The licensee agrees to surrender possession of the premises at the expiration of this Agreement peaceably and promptly, and acknowledges that he has no special privilege to stay beyond the expiration of the term. The licensee further agrees to leave the premises in as good condition as at the commencement of the term, reasonable usage, wear and tear, acts of God or other causes over which the tenant has no control excepted.
- Included in the licensee's occupancy fee are all the electrical and water utility services. Licensee will be liable for all telephone toll charges and taxes appearing on telephone bills during the term. These charges and taxes will be billed to the licensee's folio or Security Deposit. Copies of any bills will be forwarded to the licensee.
- The MATTAKESETT HOME will be clean for licensee's arrival. Included in the licensee's occupancy fee are BEGINNING clean bed linen and towels. Both will be the licensee's responsibility to maintain (washer/dryers are present in all MATTAKESETT HOMES).
- The licensee agrees, on behalf of himself, his family, his guests and invitees that neither MATTAKESETT, WINNETU OCEANSIDE RESORT, it's agents or the owner of the MATTAKESETT HOME shall be held liable in any manor whatsoever for any injury to person or property, accidental or otherwise, that may occur on the immediate or nearby premises or elsewhere through the use of equipment or facilities in the licensed MATTAKESETT HOME or available at MATTAKESETT or the WINNETU OCEANSIDE RESORT, including but not limited to injuries that might occur in connection with the use of equipment, swimming pool, tennis courts, vehicles and other facilities. The licensee agrees to indemnify and hold said parties harmless for any and all such claims.
- For the mutual benefits of all MATTAKESETT residents, the licensee agrees to abide by all rules and regulations established by the MATTAKESETT management for the protection of property and persons and with respect to the use of the licensed MATTAKESETT HOME, the surrounding areas and the equipment and facilities. If, in the sole discretion of the MATTAKESETT management, the licensee shall become objectionable as a licensee to neighbors or permits or persists in the violation of rules and regulations, or is indifferent or careless in the proper and respectful use of the premises, this licensee may be revoked and licensee evicted whether or not he is otherwise in default under this Agreement. In such cases, the licensee agrees, upon notice, to promptly remove all of his possessions and personal property from the said licensed MATTAKESETT HOME and to vacate the same. If the licensee shall refuse to do so, MATTAKESETT management or a duly authorized police officer for the Town of Edgartown may make entry for the purpose of accomplishing the same, without any liability by reason of trespass, forcible entry, or otherwise. In the case of such eviction, the licensee will be liable for damage resulting from his conduct and that of his family, guests or invitees, and shall remain liable for any losses sustained by reason of a failure to fully rent the MATTAKESETT HOME and receive payment therefore. See Security Deposit policy above.
- Your payment to MATTAKESETT acknowledges your acceptance of the terms and conditions in this Agreement. The licensee will be entitled to use the recreational facilities and equipment on the same basis as the owner whose premises are licensed or otherwise by special arrangement with the MATTAKESETT management.
- All notices hereunder shall be sent to MATTAKESETT, 321 Commonwealth Road, Suite 201, Wayland, MA, 01778. The licensee acknowledges that MATTAKESETT is acting solely in the capacity of authorized agent for the owner and assumes no liability hereunder.

CHECK IN: 5:00 PM CHECK OUT: 10:00 AM