

LEASE

THIS LEASE is made by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America (Lessor), and Lessee.

WITNESSETH: That the Lessor and Lessee, in consideration of their mutual promises set forth herein, agree to enter into a Lease of certain real property located within the boundaries of Cape Cod National Seashore pursuant to 36 C.F.R. Part 18 and under the following terms and conditions:

1. Term of Lease

The term of this Lease shall be for a period as defined by the reservation made on Recreation.gov.

2. Description of Premises

The leased property (Premises) is described as follows:

As described in the reservation made on Recreation.gov

3. Use of Premises

The Lessee may utilize the Premises only for the following purpose:

Residential use.

4. Rent and Security Deposit

The Lessee shall pay to the Lessor the nightly rent plus a \$250.00 refundable security deposit (refundable).

In the event of the failure of Lessee to keep and perform all of the terms, covenants, and conditions of this Lease, Lessor may apply or use any portion of the security deposit that is reasonably necessary to compensate Lessor for all loss or damage sustained or suffered by Lessor due to the breach on the part of Lessee. Should the entire amount of said security deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of loss or damages, then Lessee shall, on the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum of \$250.00, and Lessee's failure to do so within five days after receipt of the demand shall constitute a breach of this Lease. Should Lessee comply with all of the terms, covenants, and conditions of this Lease, the security deposit shall be returned in full to Lessee.

Any liability/damage/cleaning fee claimed (if any) shall not be limited to amount of security deposit. Breaking the terms of this Lease could result in loss of full security deposit. Lessor must submit an itemized list of any liability/damage or extra cleaning fees caused by Lessee and return deposit, less damages, within thirty days after termination of tenancy.

5. Park Area Conditions

This Lease is subject to the following special conditions:

- Digging on the leased premises is prohibited.
- Open fires on the leased premises are prohibited.
- Tents or any type of temporary structures on the leased premises is prohibited.
- Maximum capacity for tenancy for the leased premises.
- NPS is responsible for trash removal.

- No window air conditioning units shall be installed.
- No Pets.
- Lessee will be responsible for furnishing linens, blankets, towels and other personal items.
- Any appliance issues should be reported immediately and repairs will be made as soon as possible. Refunds will not be given due to breakdown.
- Telephone service, internet, television are not provided.
- Maintenance issues need to be reported immediately.
- Parking is limited to the designated area. Lessee must ensure that no vehicles are parked on the road.
- Check in procedures - contact the Acting Leasing Manager at 508-957-0720 to make an appointment to receive keys and do a walk around of the property.
- Check out procedures - Lessee shall broom sweep all flooring surfaces, empty all trash, clean all used dishes, leave keys and remove any personal belongings on by 11 AM on the termination date of the lease. Keys will be left on kitchen counter.
- The Lessee must be an occupant of the property during the entire term of the lease.
- Quiet hours are between the hours of 10:00PM and 8:00AM. During quiet hours Lessee shall not cause any unnecessarily loud, excessive or unusual noise, where such noise is plainly audible at a distance of one hundred and fifty (150) feet from the building.

Violations of any of these conditions will result in the immediate termination of this lease and forfeiture of all fees paid.

6. General Terms and Conditions

This Lease is subject to the General Terms and Conditions contained in Exhibit A to this Lease, hereby incorporated by reference.

IN WITNESS WHEREOF, Scotty Brown, an official of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR

United States Department of the Interior
National Park Service
99 Marconi Site Road
Wellfleet MA, 02667

Official: Scotty Brown
Title: Acting Leasing Manager
Date: 24 August 2018

Signature:

LESSEE

Name:

Address:

Telephone:

Date

EXHIBIT A: GENERAL TERMS AND CONDITIONS

Section 1. RESERVATION OF RIGHTS

(a) In general. This Lease is subject to all applicable laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise; and excepts to the Lessor the right, at reasonable times to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered.

(b) Applicable Laws Defined. For purposes of this Lease, “Applicable Laws” are defined as all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations that are applicable by their own terms to the Premises or the Lessee, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, and repair of the Premises.

Section 2. HISTORIC PROPERTY

The Premises (or portions of the Premises) are not historic property within the meaning of 36 C.F.R. Part 18.

Section 3. SITE DISTURBANCE

Lessee shall neither cut any timber nor remove or alter any other landscape features of the Premises such as shrubs or bushes without Lessor’s prior written consent.

Section 4. PERMITS AND IMPOSITIONS

N/A

Section 5. ALTERATIONS

The Lessee shall not make any alterations of any nature to the Premises.

Section 6. RECORDS AND AUDITS

N/A

Section 7. MAINTENANCE AND REPAIR

The Lessor shall be responsible for the repair and maintenance of the Premises during the Lease Term.

Section 8. UTILITIES

The Lessor shall be responsible for all utilities.

Section 9. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

(a) In general. No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on about, under or into the Premises except as approved by the Lessor in writing;

(b) Hazardous Materials Defined. “Hazardous Materials” means any material or other substance: (a) that requires investigation or correction under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas.

Section 10. INSURANCE AND INDEMNIFICATION

(a) Insurance. N/A

(b) Indemnity. The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC §§ 2671 et seq.).

Section 11. ASSIGNMENTS AND ENCUMBRANCES

The Lessee may not assign, sublease or encumber this Lease in whole or in part. The Lessee must be an occupant of the property during the entire term of the lease.

Section 12. DEFAULTS AND LESSOR'S REMEDIES

(a) Termination for Default. The Lessor may terminate this Lease for Default if the Lessee fails to keep and perform any of the terms and conditions of this Lease. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate. The Lessee hereby acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law. The Lessor will consider such a cancellation as a default of the Lease.

(b) No Waiver. No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

Section 13. SURRENDER AND HOLDING OVER

(a) Surrender of the Premises. On or before the expiration or termination of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's personal property, and return the Premises, including its furniture, fixtures and equipment to as good an order and condition as that existing upon the commencement of this Lease.

(b) Holding Over. This Lease shall end upon its expiration or termination and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 14. EQUAL OPPORTUNITY LAWS

The Lessee and Lessee's Agent's shall comply with the requirements of: (a) Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires Government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967 (as amended); (e) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; (f) and all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

Section 15. INTEREST AND PENALTIES

Interest means the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the "Federal Register" or successor publication. Interest based on the current value of funds to the United States Treasury that is published annually in the "Federal Register" or successor publication will be assessed against the Lessee by the Lessor on any overdue rent payments. The Lessor may also impose penalties for late payment to the extent authorized by Applicable Laws.

Section 16. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by mail with return receipt requested and addressed as appropriate to the addresses provided in Section 5 of the lease.

Section 17. OTHER PROVISIONS

(a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

(b) This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

(c) This Lease provides no right of renewal or extension to the Lessee. No rights shall be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lessor shall have the right to terminate this Lease for default.

(e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.

(f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States shall govern the validity, construction and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.

(j) If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.

(k) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations.