

THE HOUSE OF HEIDI-HO AND HEIDI-TOO

11 VAN FLEET CIRCLE, SIASCONSET, MA 02564

OFFICE: 860-413-9848 FAX 860-413-9846 EMAIL: [CORKBROWN@AOL.COM](mailto:CORKBROWN@AOL.COM)

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*This Indenture*, made on this date:

*Witnesseth that:*

Kimball C. Brown  
7 Clemons Spring Road  
North Granby CT 06060

*Hereby leases to:*

*(Hereafter named LANDLORD)*

*(Hereafter named TENANT)*

The premises located at: 11 Van Fleet Circle in the Siasconset /Tom Nevers section of Nantucket, MA 02564. There is no residential or post office box delivery.

The parties agree to the following:

1. That the LANDLORD shall prepare the premises for occupancy, and that the TENANT shall maintain same in good order for the full term of this lease, and vacate the premises peaceably and quietly, leaving it in like condition in which occupancy was taken. At check out the first eight hours of cleaning is at the LANDLORD expense after that it is the TENANT expense. All laundry and house to be left clean and ready for the next tenant to occupy. Tenant is further responsible for all damages or breakage and/or loss to the premises except normal wear and tear. If TENANT is not satisfied with the cleanliness of the premises upon arrival TENANT will notify Kimball C. Brown within 24 hours. There shall be no more than 16 people occupying the premises at any given time. The house is being rented in "as is condition."
2. TENANT understands that there will be NO SMOKING and that NO PETS are allowed. PERIOD!
3. That the TENANT agrees to allow the LANDLORD or his agent to enter and view the premise; to show the premise with 24 hours notice to TENANT, should the property be listed for sale; to inspect the premise, to make repairs and improvements to the premise, and to protect the premises if it appears that said premises have been abandoned by the TENANT.
4. That the TENANT shall not sublet the leased premises, nor any part thereof.
5. That all personal property of the TENANT brought onto the leased premises shall be at the sole risk of the TENANT.
6. LANDLORD will not be responsible for any damages to personal property on the premises. Should a substantial portion of the premises be damaged by fire or other unavoidable casualty, Owner may elect to terminate this lease. When such fire, casualty or other taking renders the premises or any part thereof unfit for use and occupancy, a just and proportionate abatement of rent shall be made.
7. That TENANT cancellations must be made by notifying LANDLORD via certified mail. If it is necessary for TENANT to cancel a reservation and the period can be re-rented at the same rate, TENANT will receive a refund from

LANDLORD, less a cancellation fee of 15% gross rental. If the cancellation period cannot be re-rented, the TENANT is responsible for and required to pay the entire amount.

8. The LANDLORD or his agent will inspect the premises promptly after the rental period and refund the balance of the deposit within 45 days if everything is in order, and all outstanding bills have been paid.
9. The TENANT agrees to pay 15% of the total rental cost as a security deposit to be held by LANDLORD or Real Estate agent. This deposit is not to be considered prepaid rent, nor shall damages or (claims if any) be limited to the amount of this deposit. This deposit will be used to pay for cleaning if required.
10. The LANDLORD is not responsible for any bodily harm or accidents that occur any where on the property including the pool and spa.
11. The owner acknowledges that under Massachusetts Law, the described property may be deemed to contain lead paint, if constructed before 1978. The Owner acknowledges that wherever a child or children under 6 years of age resides in any residential premises in which any paint, plaster or other accessible materials contain dangerous levels of lead as defined pursuant to M.G.L. Ch 111 189A-199B the owner shall remove or cover said paint, plaster or other materials so as to make it inaccessible to other children.
12. Upon TENANT's signature of the rental lease agreement the TENANT agrees to pay rental fee in two installments with the additional security deposit paid in the final payment. The first installment of \* \_\_\_\_\_ due upon signing of this lease.
13. TENANT is aware normal rubbish pick up is on Tuesday and Friday. Recycling and rubbish separation is crucial for removal by law for the Nantucket Landfill Department. FAILING to sort your trash a minimum of \$200.00 will be deducted from the security deposit.
14. LANDLORD will pay for cleaning before arrival and after departure. Allowing for eight hours of cleaning after departure.

Total Rental Amount: *	_____	Payment Schedule:		Dates
Security Deposit	* _____	First Payment:	*	_____
		Second Payment:	*	_____
		Third Payment:	*	_____
		Security Deposit:	*	_____

Arrival Date: \_\_\_\_\_ Arrival Time: 3:00 PM

Departure Date: \_\_\_\_\_ Departure Time: 9:00 AM

\* Please make all checks payable to: Kimball C. Brown.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals on the day and year first above written.

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LANDLORD	Date	TENANT	Date
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Please sign both copies. Retain one for your records and return the other one to me with Payment. Thank you, Kimball C. Brown (Corky).

February 1, 2013

11 Van Fleet Circle Tom Nevers Availability

Wine Festival	7,000.
May 23 – 27	10,000. RENTED
May 27 – June 2 (6 days)	11,000.
June 2 – 9	12,000. NOT AV.
June 3 – 12 (9 days)	15,000. RENTED
June 9 – 16	15,000. NOT AV.
June 16 – 23	16,000. RENTED
June 23 – 30	16,000. RENTED
June 30 – July 7	16,000.
July 7 – 14	16,000.
July 14 – 21	16,000. RENTED
July 21 – 28	16,000. RENTED
July 28 – August 4	16,000. RENTED
August 4 – 11	16,000.
August 11 – 18	16,000. RENTED
August 18 – 25	16,000. RENTED
August 25 – September 1	16,000. RENTED
September 1 – 8	15,000.
September 8 – 15	12,000.
September 15 – 22	10,000. RENTED
September 22 – 29	10,000.
September 29 – Oct 6	8,000.
October 1 – 8	8,000.
October 11 – 14 Columbus Day Weekend	5,000.
October long weekends	5,000.
November Thanksgiving	4,500.
December Christmas Stroll	4,500.
December Christmas 22 -29	4,500.

Questions contact Corky Brown: T 860-413-9848, C 201-803-1162  
Email corkbrown@aol.com [corkbrown@aol.com](mailto:corkbrown@aol.com)

Property actual address: 11 Van Fleet Circle Siasconset MA 02564