

Short Term or Seasonal Lease Agreement Condo-House-Apartment

By this AGREEMENT made and entered into on 1/15/12 by and between Robert B. Martin, of Palm Beach County, Florida (hereinafter referred to as LESSOR) and Rogers Phillips, of Baltimore, MD (hereinafter referred to as LESSEE) leases the premises situated at 135 Aspen Ridge Drive #1, Mountain Village, CO 81435 (hereinafter referred to as the PREMISES) for the term commencing on SAT FEB 18, 2012 & ending on Tues FEB 28, 2012.

1) Rent: LESSEE agrees to pay, without demand, to LESSOR, rent for the PREMISES the sum of \$ 10,000 for the term of the AGREEMENT. Said rent to be paid as follows:

a. \$ IN FULL upon execution of this AGREEMENT

b. \$ on

c. \$ on

d. \$ on , as final payment of said terms.

2) Security Deposit: Prior to the commencement of the term, LESSEE will deposit with LESSOR the sum of \$ N/A said amount to be held in an escrow account as security for the faithful performance by LESSEE of the terms thereof. LESSOR may use the security deposit to pay amounts owed by LESSEE including damagers

3) Quiet Enjoyment: LESSOR covenants that on paying the rent and in performance of the covenants herein contained, the LESSEE shall peacefully and quietly have, hold and enjoy the PREMISES for the agreed term.

4) Use of Premises: The PREMISES shall be used and occupied by the LESSEE exclusively as a private residence.

5) Upkeep of Premises: LESSEE shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the PREMISES to LESSOR in as good condition as when received. SHOES/BOOTS ARE

NOT PERMITTED INSIDE PREMISES

6) Repairs and Maintenance: LESSOR shall be responsible for all repairs and maintenance of the PREMISES not due to LESSEE'S misuse, water or neglect.

7) Damage to Premises: If the leased PREMISES, or any part thereof, becomes partially damaged by any casualty not due to LESSEE'S negligence or willful act, the PREMISES shall be promptly repaired by the LESSOR and there shall be an abatement of rent corresponding with the time during which, and to the extent to which the leased PREMISES have been untenable or if such damage is to the extent wherein reasonable repair is not possible, this AGREEMENT shall end and the rent shall be prorated up to the time of the damage.

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8) Condition of Premises: Subject to the LESSOR/LESSEE inspection, which shall occur prior to LESSEE'S commencement to tenancy, LESSEE stipulates that he/she has examined the leased PREMISES including the grounds and all buildings and improvements and that they are, at the time of this lease, in good order, repair and in a safe, clean tenable condition.

9) Number of Occupants: LESSEE agrees that the PREMISES shall be regularly occupied by no more than 4 persons. Additional tenants are allowed only by prior written consent of the LESSOR.

10) ASSIGNMENT and Subletting: This AGREEMENT shall not be assigned or sublet without the prior written consent of the LESSOR. Any assignment or sublet of this AGREEMENT without prior written consent of the LESSOR shall cause this AGREEMENT to terminate.

11) UTILITIES: LESSOR shall be responsible for arranging for and paying for all required utility services on the premises.

12) Right of Inspection: During the term of the AGREEMENT, LESSOR shall have the right at reasonable times and with TWENTY FOUR (24) hours prior notice, To enter the PREMISES for the purposes of inspecting, repairing, or improving the premises. LESSOR'S entrance into the PREMISES shall not constitute a disturbance of the LESSEE'S quiet enjoyment of said PREMISES.

13) Display of Signs: During any part of the term of this AGREEMENT, LESSOR shall have the privilege of displaying and usual "For Sale" or "For Rent" signs on the PREMISES.

14) Subordination of Lease: This AGREEMENT and LESSEE'S leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the leased PREMISES by LESSOR.

15) Extensions of Lease: No extensions of the AGREEMENT shall be allowed without prior written agreement of the Parties.

16) Surrender of Premises: At the expiration of the Term, LESSEE shall quiet and surrender the PREMISES in as good a state and condition as they were at the commencement of this AGREEMENT, reasonable use and were thereof, damage not the fault of the LESSEE and damages by the elements excepted.

17) Security Deposit Refunds: The balance of all security deposits shall be refunded within THIRTY DAYS (30) from the expiration of this AGREEMENT or the date possession is delivered back (whichever is later) to the LESSOR, together with a statement showing any charges made against such deposits by LESSOR.

18) DEFAULT: If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or any default is made in the performance of or compliance with any

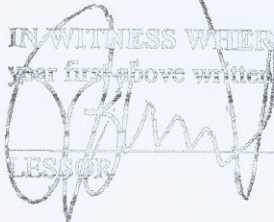
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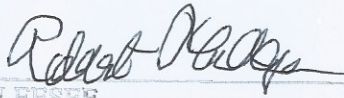


other terms or conditions hereof, this AGREEMENT, at the option of the LESSOR, shall terminate and be forfeited, LESSOR may re-enter the PREMISES and remove all persons therefrom, LESSEE shall be given notice of any default or breach, and termination and forfeiture of this AGREEMENT shall result if, within THREE (3) DAYS of receipt of such notice, LESSEE has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

19) Default of Possession: If the LESSEE terminates this AGREEMENT prior to the commencement of the term or defaults in taking possession of the PREMISES pursuant to the terms of this AGREEMENT, LESSEE shall be liable to the LESSOR in the amount of any deposits and/or rents paid to date as liquidated damages, which shall be the LESSOR'S exclusive remedy in law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement on the day and year first above written.


LESSOR


LESSEE

LESSOR

LESSEE

Date

1/16/12
Date

