

Residential Lease

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between Amanda Melnick and Whitney McDorr [Tenant] and Simon Rucker and Samantha Lambert [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 85B Beckett Street, Portland, Maine together with the following furnishings and appliances:

Rental of the premises also includes _____

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: _____

Occupancy by guests for more than Two weeks is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on July 15, 2015, and end on June 30, 2016. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 1400.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Simon Rucker at 85 Beckett Street, Portland ME 04101 or at such other place as Landlord designates.

Delivery of Payment.

Rent will be paid:

- by mail, to Simon Rucker
 in person, at 85 Beckett Street, Portland ME 04101

Form of payment.

Landlord will accept payment in these forms:

- personal check made payable to Simon Rucker
 cashier's check made payable to _____
 credit card
 money order
 cash

Prorated first month's rent.

For the period from Tenant's move-in date, July 15, 2015, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ 700.00. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 7th business day after it's due, Tenant will pay Landlord a late charge of \$ 35.00, plus \$ 35.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$ 1050.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ 35.00.

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1400.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within thirty (30) after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water, sewer, trash removal, yard maintenance, snow removal.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm-system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and one (1) cat under the following conditions:

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant twenty-four (24) notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for seven (7) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

~~**Clause 18. Tenant Rules and Regulations**~~

~~Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.~~

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party

shall not / shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures: Energy Efficiency Disclosure Form, Air Radon Analysis

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: 85 Beckett Street, Portland ME 04101
- The manager, at the following address: _____
- The following person, at the following address: _____

Clause 22. Additional Provisions

Additional provisions are as follows:

No smoking on the premises.

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

Date 7/2/15 Landlord or Landlord's Agent [Signature] Title Landlord

Address 85 Beckett St.

City Portland State ME Zip Code 04101 Phone 781-608-9415

Date 7/2/15 Tenant [Signature] Phone (207) 408-1402

Date 7/14/15 Tenant [Signature] Phone 207-712-1209

Date _____ Tenant _____ Phone _____



Landlords Disclosure To Tenants Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

Information About Your Building

Residential Rental Unit Number Or Other Identifier: _____

Street Address (including Rental complex name if applicable): 85B Beckett Street, Portland ME

A radon test in the unit identified above or in other parts of your building was completed on 11 / 4 / 2014.
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 3.4 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester /the landlord /a Tenant
If tested by a Maine-registered radon tester, their Maine Radon ID number is _____

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health, is attached.

ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

[Signature] Simeon Rucher

Landlord or Agent (printed) Date 7/2/15

[Signature] Samantha Lambert

Landlord or Agent (signed) Date 7/2/15

Amanda J. Melnick 7/2/15

Tenant (printed) Date

[Signature] 7/2/15

Tenant (signed) Date

WHITNEY McDORR 7/14/15

Tenant (printed) Date

WHITNEY McDORR 7/14/15

Tenant (signed) Date



P.O. Box 788
Waterville, Maine 04903-0788

999 Forest Avenue
Portland, Maine 04103

AIR RADON ANALYSIS

Report Date: November 4, 2014

85 Beckett St

Administrative Offices
Phone : 207-873-7711
Fax : 207-873-7022

Customer Service
Phone : 207-878-6481
Fax : 207-878-2265

CLIENT

Eric Gay
Maine Home Inspection
PO Box 8740
Portland ME 04104

COMPLEX OWNER

85 Beckett St
Portland ME 04101

SAMPLE ID	Building	UNIT	TEST AREA	Temp (F)	RADON IN AIR (pCi / L)
RA09816			Center :Basement	60 Degrees	Detector A: 3.4
Test Start Date/Time: 10/31/2014 11:00:00 AM		Test End Date/Time: 11/3/2014 8:30:00 AM			Detector B: 3.3

It should be noted that if the temperature was not provided on the information sheet, a temperature of 70F will be assumed.

The results of your air radon screening test are listed above.

Radon measurements with a reading of 4pCi/L or more are at the EPA action level. The EPA recommends follow up measurements and fixing a home of 4pCi/L or higher. The State of Maine considers levels of 2pCi/L or lower desirable, but does not necessarily recommend action unless over 4pCi/L.

Should you have any questions concerning your radon test result(s), please feel free to call us. Thank you for using Northeast Laboratory testing services. Contact NEL for your other environmental analytical needs, including water testing for lead and arsenic or indoor air quality.

Authorized by: Bill Sargent, Radon Laboratory Manager

Date: 11/4/2014

Note: NEL meets EPA requirements for radon testing. The State of Maine Radon Registration Act (22 MRSA sec. 771 et seq.) requires this laboratory to report the test results and zip codes of structures tested, and the street address in cases of very high radon levels. Information on indoor radon, and any questions, comments, or complaints concerning radon services should be directed to the State of Maine Radiation Control Program, State House #10, Augusta, ME 04333-0010, 287-5676 or 1-800-232-0842. ME REG# SPC3.

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: _____

This rental unit meets/ does not meet/ partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) _____% unknown Test date: _____

Exposed pipes or ducts in unheated crawl space insulated? yes no

Heating fuels: oil natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? yes no

Fuels: oil natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation unknown

Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation unknown

Insulation thickness: _____ inches or R-_____

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm double (DG) DG + low-e (DG + low-e + argon gas) triple or better

Doors (minimum: insulated or with storm) insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) electronic ignition pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine*, 1-866-376-2463

Signatures: Landlord: _____ Tenant: _____ Date: 7/2/15

This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: _____

This rental unit ___ meets/ ___ does not meet/ x partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) ___ % unknown Test date: _____

Exposed pipes or ducts in unheated crawl space insulated? ___ yes ___ no

Heating fuels: x oil ___ natural gas ___ propane ___ kerosene ___ wood ___ electric ___ other

Water Heat

Accessible domestic hot water pipes insulated? yes ___ no

Fuels: x oil ___ natural gas ___ propane solar ___ electric ___ other

Insulation

Walls

Insulated? (minimum: cavity filled) ___ filled ___ partially filled ___ no insulation unknown

Insulation thickness: ___ less than 3" ___ 3-6" ___ more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) ___ filled ___ partially filled ___ no insulation unknown

Insulation thickness: ___ inches or R-___

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) ___ filled ___ partially filled ___ no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) ___ yes ___ no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) ___ single pane ___ single + storm double (DG) ___ DG + low-e
___ (DG + low-e + argon gas) ___ triple or better

Doors (minimum: insulated or with storm) ___ insulated storm ___ insulated + storm ___ neither

Appliances

Refrigerator (minimum: post-1995) yes ___ no ___ unknown ___ Energy Star rated

Gas stove (suggested electronic ignition) ___ electronic ignition ___ pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine, 1-866-376-2463*

Signatures: Landlord: [Signature] Tenant: [Signature] Date: 7/14/15
This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

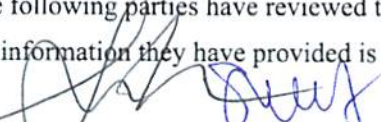
(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

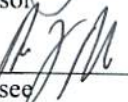
Agent's Acknowledgment (initial)


(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy


The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



Lessor Date 7/2/15


Lessee Date 7/2/15


Agent Date

Lessor Date


Lessee Date 7/14/15

Agent Date