

# **Rules and Regulations**

## **Attachment A**

### **SECTION 1: DEFINITIONS**

- A. Manager/Management: King Pine Capital, LLC
- B. Landlord: The premises are owned by King Pine Capital, LLC.
- C. Premises: All buildings and land located at 11 East Cove Street, Portland, ME 04101.

### **SECTION 2: GENERAL**

- A. These Rules and Regulations are an addendum and part of the Residential Lease entered into between Landlord and Tenant and apply to the leased property located at 11 East Cove Street, Portland, ME 04101.
- B. Amendments and/or additions to these Rules and Regulations may be adopted by the Landlord and/or Manager upon giving thirty (30) days notice in writing to Tenant.
- C. Tenant must provide the Manager with updated contact information at all times during the lease period.

### **SECTION 3: CONDUCT AND USE**

- A. Tenant is responsible for the behavior of any and all guests, visitors, and invitees. Such persons may not break Tenant's Residential Lease or these Rules and Regulations. Tenant is liable for any damages or clean-up resulting from the conduct of guests, visitors, and invitees.
- B. Tenant and Tenant's guests shall not act in such a way as to interfere with the rights, comforts or conveniences of other persons, including neighbors. Children are the responsibility of parents or guardians and must be under adult supervision at all times.
- C. Tenant may not engage in or permit unlawful activities on the premises, including under age drinking and illegal drug-related activities.
- D. Tenant shall not create or permit guests, invitees, or minor children to create or maintain a threat constituting a clear and present danger to the health or safety of other tenants, the Landlord, or the Landlord's employee or agent or any other person within 1000 feet of the premises.

- E. Possessing, using, or storing lethal weapons anywhere on the premises is prohibited. "Lethal weapon" is defined as any deadly weapon which, from the manner used, is calculated or likely to produce death or serious bodily injury.
- F. Tenant shall not use the premises in the active conduct of any trade or business. Advertising, peddling, soliciting, or distributing any type of product or service on the premises is prohibited without written consent of Management.
- G. Unless expressly permitted by Management in writing, Tenant shall not display any signs, flags, pennants, placards, advertisements, notices, pictures, ornaments, stickers, handbills, or other lettering so as to be visible on the outside of the building or the premises.
- H. No animal, bird, or other pet shall be kept on the premises without consent of Landlord, except properly trained service animals needed by blind, deaf, or disabled persons.

#### **SECTION 4: CLEANLINESS AND TRASH**

- A. The unit must be kept clean, sanitary and free from objectionable odors. Tenant shall assist Management in keeping the outside common areas free of trash and clutter. Further, Tenant is responsible for proper care and cleaning of all major appliances.
- B. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire, or safety ordinance or regulation. No littering of papers, cigarette butts, or trash is allowed.
- C. Tenants will put their trash cans and recycling bins curbside for the City's scheduled pick-up, and will return cans and bins to the garage the same day.
- D. Furniture must be kept inside the structure. All personal belongings must be kept inside the unit, or in the garage or basement. Any items outside the unit (unless approved in writing or otherwise permitted by the Residential Lease or these Rules and Regulations) are subject to removal by Management. Tenant may be charged for the cost of removal.
- E. Clothing, curtains, rugs, etc. shall not be hung outside of any window ledge or balcony.

#### **SECTION 5: INSURANCE**

- A. Landlord insures only the building and takes no responsibility for Tenant's personal property. Tenant is advised to obtain a Renter's Policy to cover his/her personal property and personal liability.

- B. Neither Landlord nor Management are responsible for loss due to fire, wind, rain, theft, or accidents on the premises.

## **SECTION 6: SAFETY**

- A. No smoking is allowed on or inside the premises.
- B. All doors must be locked during the absence of Tenant. All appliances, except refrigerators, must be turned off before leaving the unit. When leaving for more than five (5) days, Tenant shall notify Management how long Tenant will be away.
- C. Tenant is responsible for his/her keys, and should not transfer keys to other persons under any circumstances. All keys are to be returned to Management at the time of final inspection. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises.
- D. Tenant will not obstruct entrances, public areas, hallways or other corridors, stairs, exits, driveways, parking areas, walks, or fire escapes. No personal belongings, including bicycles, sports equipment or other items may be placed in the halls, stairways or exits.
- E. The use or storage of combustible substances, such as gasoline and certain cleaning solvents, is prohibited.
- F. Candles may not be burned in bedrooms. Candles used in common areas must be attended at all times.
- G. Use of the fireplace on the first floor is prohibited at all times. The fireplace has been sealed off, and any attempt to light a fire may result in significant health risks and damage to the building.
- H. Nothing, including clothes, towels, pictures, or any other item, shall be hung from or affixed to ceilings, pipes, sprinklers, or any fixtures.
- I. If it becomes unlawful to occupy the premises due to fire or casualty damage, Management and Landlord's liability is limited to all prepaid rent and the security deposit.
- J. Tenant and guests are prohibited from climbing on any of the roofs for any reason.

## **SECTION 7: MAINTENANCE, REPAIRS, AND ALTERATIONS**

- A. Tenant shall complete the move-in inspection report form provided by Management and shall return it to Management within 48 hours after move-in. Management will rely on said form when determining deductions from Tenant's security deposit for damage to the premises at the end of the lease period. Tenant's failure to return the move-in inspection form will constitute Tenant's acceptance of the premises as entirely clean and damage free.
- B. Tenant shall regularly test the smoke and carbon monoxide detectors to ensure that the devices are operating properly. Tenant will inform Management immediately, in writing, of any defect, malfunction or failure of such smoke or carbon monoxide detectors. Tenant is responsible for replacing smoke detector batteries, as needed unless otherwise prohibited by law.
- C. Tenant shall advise Management in writing of any items requiring repair (dripping faucets, light switches, etc.) as soon as the defect is noted. In the event of an emergency condition, contact Management immediately. All service requests should be made to Management, not to contractors working on the premises.
- D. Management will equip the premises with sufficient light bulbs at the time of occupancy. Tenant is responsible for replacing light bulbs thereafter. Do not exceed the recommended wattage. Enclosed fixtures should use 60 watt bulbs and appliance bulbs should not exceed 40 watt.
- E. Tenant shall not alter the premises. Tenant may not varnish, paint, paper, or otherwise decorate any walls, floors, doors, woodwork, or cabinets without prior written permission of Landlord. Further, tenant shall not drive any nails or screws into walls, floors, tiles, ceilings, woodwork, or partitions. Pictures may be hung, provided that only small size "a" type "Bulldog" hangers or push pins are used. Use of tape, glue, or adhesive of any kind is not permitted.
- F. Tenant must shut the windows when it rains or snows. Any damage done to the window sills will be charged to Tenant.
- G. Tenants will use toilets, tubs, and sinks only for their primary, intended purpose and will not use them to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them. Tenants are liable for any expense incurred in repairing damage (including unclogging toilets and drains) caused by Tenant, their guests, or invitees.

- H. Tenants must cooperate with established snow removal procedures. A contractor hired by Management will plow the driveways and parking areas shortly after the end of snowfall. Tenant must make arrangements to have his/her car removed to allow for snow removal.
- I. Satellite dishes may not be mounted anywhere on the building without Management's written consent. Hardware or wiring may not be mounted on porches, roofing, siding, or windows. It is also unacceptable to drill holes through any area of the building to pass the cable from the dish into the apartment. Questions about installation should be directed to Management.

## **SECTION 8: UTILITIES**

- A. Utilities for which Tenant is responsible are to be transferred prior to occupancy. Utilities not switched after the third day of occupancy will be disconnected. Further, Tenant must notify Management when disconnecting utilities.
- B. Tenant must reimburse Management/Landlord for any utility costs incurred by Management/Landlord during Tenant's occupancy, except for those which Landlord expressly agreed to pay in the Residential Lease.

Tenant acknowledges he/she has received a copy of these Rules and Regulations. Tenant has read and understands that violation of these Rules and Regulations represents a breach of the Residential Lease.

Signatures:

<u>Josephine Berger</u> Printed Name	<u>Josephine Berger</u> Signature	<u>10/2/15</u> Date
<u>Dylan Roberts</u> Printed Name	<u>[Signature]</u> Signature	<u>10/2/15</u> Date