

1. RESIDENCY AND FINANCIALS

1.1. PARTIES AND OCCUPANTS

LEASE AGREEMENT made as of this Tuesday, June 2, 2015 by and between Daniel Black, hereinafter called "Landlord", and [REDACTED] hereinafter called "Tenant". There will be no other persons residing in the rented Premises except as specifically authorized in writing by Landlord, or as listed here: [REDACTED] for three month time period starting at the origination of this lease.

CO-TENANTS: In the case of Co-Tenants, the obligations and commitments contained in the Lease Agreement, will be joint and several, and each of the co-Tenants expressly agrees to perform the obligations and make the payments required under this Lease Agreement without regard to any non-performance by another co-Tenant. Any default or breach of the terms of this lease by any co-Tenant will constitute a default or breach by all co-Tenants.

PETS: No pets of any kind are permitted in or around the Premises either on a temporary visiting basis or on a permanent basis without the written permission of Landlord. If permission is granted, a PET ADDENDUM will be signed by both parties and attached to and made a part of this Lease Agreement. It is further understood that should any form of infestation (fleas, etc.) occur in the Premises, Tenant will assume full responsibility for the professional extermination of this infestation.

1.2. PREMISES LEASED

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord the following property for the term of this agreement, for use as a private residence only.

11 CLEEVE STREET, UNIT 2, PORTLAND, ME 04101

PARKING: If parking is granted, a Parking Addendum will be signed by both parties and attached to and made a part of this Lease Agreement.

STORAGE: If storage for Tenant's personal property is granted, a Storage Addendum will be signed by both parties and attached to and made a part of this Lease Agreement.

KEYS: Tenant will be permitted 4 sets of keys. Tenant will be liable for cost to replace lost keys and/or lock replacement. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent.

1.3. LEASE DURATION

The terms of this tenancy shall commence on June 2, 2015 at 4:00 p.m., and end on May 31, 2016 at 10:00 a.m. Tenant is specifically liable for rent due and payable during this term. Early termination by Tenant will not relieve Tenant of this obligation to pay all rent here-under, which said amount is accelerated and then due and payable, subject to Landlord's duty to mitigate.

This Lease Agreement shall automatically terminate on the first day of any month following the death of Tenant. If more than one Tenant, this provision shall only apply upon the death of the last surviving Tenant.

1.4. RENT

The monthly rental payment for the property will be [REDACTED] The first month's rent and/or prorated rent amount of [REDACTED] shall be due prior to move-in. Every month thereafter, the Tenant must pay his or her rent on or before the 1st day of each month. Tenants are permitted a four day grace period to make payments. Any payments received 5 days or later will be considered late, and a breach of the lease. Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever the rent is fifteen (15) days or more overdue.

Tenant can make payment by dropping a check in the Unit 1 mailbox

The Tenant will pay a Thirty-Five Dollar (\$35.00) service fee for any check or payment returned to the Landlord by the Tenant's bank for insufficient funds and/or any other reason.

1.5. UTILITIES AND MAINTENANCE SCHEDULE OF RESPONSIBILITY

The Landlord and Tenant agree to the following schedule of financial responsibilities for utilities and maintenance for Premises.

	Landlord	Tenant	Description
Electricity		X	
Heating Oil			N/A
Natural Gas		X	
Sewerage	X		
Hot Water	X		
Cold Water	X		
Telephone		X	
Cable Television		X	
Air Conditioning		X	
Trash Removal			N/A
Yard Maintenance	X		
Snow Removal		X	Plowing cost will be split among car owning tenants

Tenant's failure to pay any such utility charge when due shall constitute a default hereunder.

1.6. OWNER PAID UTILITIES

To the extent to which heat, hot water, and/or electricity is to be provided by Landlord, Tenant shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the Premises, not unnecessarily wasting or running the hot water, turning off all electronics and lights when not in use, and observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant noncompliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon seven (7) days' notice to the Tenant.

1.7. SECURITY DEPOSIT

The Tenant will deposit [REDACTED] with the Landlord as a Security Deposit for damages. The Landlord will hold this security deposit, in an account for the period the Tenant occupies the Premises, and up to thirty (30) days after the Tenant vacates. After the Tenant has moved from the Premises, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The security deposit cannot be used to pay the last month's rent for which the Tenant will occupy the Premises.

1.8. ASSIGNMENT, SUBLETTING & OCCUPANCY

The Tenant will not assign this Agreement or sublet the Premises without the written consent of the Landlord. Such consent will not be withheld without good reason relating to the prospective Tenant's ability to comply with the provisions of this Agreement.

Tenant covenants and agrees that only the following persons will occupy the Premises:

[REDACTED]

In the event Tenant has any person residing in the Premises not listed above, Landlord has the right to immediately terminate the Lease, requiring Tenant to vacate the Premises and return keys to Landlord. For purposes of defining the term "residing in the Premises," a person residing in the Premises is one who has stayed overnight in the Premises for more than seven (7) nights in any one calendar year. Not foregoing any subletting of the unit through AirBnB, VRBO or other means for any length of time is prohibited, and any such activity will be grounds for immediate eviction.

1.9. NOTICE TO VACATE/NON-RENEWAL OF LEASE

Tenant will notify Landlord in writing, a minimum of thirty (30) days prior to intended date of termination. Said termination to be effective on a rent due date. Early termination by the Tenant will not relieve him/her of obligation to pay all rent hereunder, which said amount is accelerated and then due and payable, subject to the Landlord's duty to mitigate.

2. POLICIES AND PROCEDURES

2.1. USE OF PROPERTY

The Tenant will use the property only for residential purposes, except for incidental use in trade or business (such as telephone solicitation of sales orders or arts and crafts created for profit), so long as such incidental use does not violate local zoning law or affect the Landlord's ability to obtain fire or liability insurance. No article or substance will be kept on the Premises, nor any activity or occupation conducted, which is illegal, noisy or dangerous.

They shall not otherwise make offensive use of the leased Premises, not commit or permit a nuisance to exist, nor cause damage to the leased Premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of other occupants in the same or surrounding buildings of the landlord. The building is for the use as a private residence only.

2.2. MAINTENANCE POLICY

Tenant must furnish and change his or her own light bulbs. Upon occupancy, the Tenant will find that all light fixtures are in operation and should be left in the same condition upon departure.

The Lessee shall maintain the leased Premises in a clean condition and shall not sweep, throw or dispose of any dirt, waste, rubbish, or other substance into any part of the building or the land adjacent thereto except in proper receptacles and in accordance with the rules of the Landlord.

Large nails or large screws shall not be driven into the walls or woodwork. Additional locks shall not be put on doors without permission of the Landlord.

It is further understood that the cleaning of carpets will only be done by professionals. The carpets of the Premises have been either professionally cleaned or newly installed prior to Tenant taking occupancy. As for painting or refurbishing the walls, woodwork, floors, etc. (beyond normal wear and tear) this will also be required to be done professionally and a receipt presented to the Landlord should it be requested.

2.3. ASSUNDRY PROVISIONS

No smoking is permitted in the Premise. Tenant understands that the Premise is a non-smoking environment. Should Tenant cause discoloration and noxious odors in the unit as a result of smoke damage Tenant will be held responsible for all additional, painting, carpet cleaning and/or fumigating resulting from this usage.

2.4. SMOKE/CARBON DETECTORS:

Tenant acknowledges that Tenant has had an opportunity to inspect smoke/carbon detectors with Landlord or Landlord's agent(s) at the commencement of this Lease Agreement. Tenant acknowledges that all smoke/carbon detectors within the Premise were in operating order at the commencement of the Lease term. Tenant also agrees to and shall immediately report to Landlord or Landlord's agent(s) any and all malfunctions and/or the need for repairs, replacement of batteries or other repairs to any and all of the smoke/carbon detectors on the Premises.

2.5. ALTERATIONS

No alteration, addition, or improvement will be made by the Tenant in or to the dwelling unit without the prior written consent of the Landlord. Such consent will not be unreasonably withheld, but may be conditioned upon the Tenant's agreeing to restore the dwelling unit to its prior condition upon moving out and providing additional security therefore.

2.6. LOCK POLICY

If the Tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the Landlord may gain admission through whatever reasonable means necessary and charge the Tenant reasonable costs for any resulting damage. If a Tenant changes the lock and refuses to provide the Landlord with a duplicate Key, the Landlord may terminate the tenancy with a seven (7) day Notice of Termination of Lease.

2.7. LOCK OUT POLICY

Tenant is responsible for maintaining possession of the keys to the Premises, at all times. If Tenant, is locked out of the Premises, it is Tenant's responsibility to gain access to their unit. Landlord is not responsible to provide a lockout service for Tenant.

2.8. NOISE & DISTURBANCES

Tenant agrees not to allow on the Premises any excessive noise or other activity which disturbs the peace and quiet of neighbors or other Tenants in the building, or interferes with the Landlord's management of the Premises. Tenant shall not permit playing of any radio, television, phonograph or musical instrument so as to disturb others. Please place speakers up off the floor. The Landlord agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

Tenant agrees that the Landlord has the right to bar from the Premises any visitor or guest, who, in the opinion of the Landlord is causing a nuisance or any other problem, or who is not in compliance with the terms and conditions of this lease or of state or local law. If the Tenant allows any individual who has been barred by the Landlord to enter the Premises, this would be a violation of the Lease, and the Landlord may terminate the tenancy with a proper notice to the Tenant.

3. TENANT RESPONSIBILITIES

3.1. TENANT'S DUTY TO MAINTAIN PREMISES

Tenant shall maintain the Premises in a good, clean and ready to rent condition, and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this agreement, defined by the Landlord as being immediately habitable for the next tenant. Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition.

Tenant agrees to notify Landlord of any maintenance issues, as soon as Tenant is aware of the issue. Tenant is not to attempt to conduct any repairs, unless authorized by the Landlord.

Halls, stairways, landings, basements and porches will be kept free of all personal belongings and trash. Any articles found in above areas will be discarded without liability to Landlord. No warning notices will be given. Cost of removal of improperly placed trash or articles will be billed to the Tenant.

Tenant shall dispose of all waste material generated during the rental prior in a lawful manner. Tenant is cautioned not to leave trash outside for long period of time because it can attract animals. Tenant will abide by waste removal policies and procedures for this property.

Trash Disposal: All household trash must be disposed of in City of Portland blue bags, recycling in blue bins. Trash and recycling pickup is on Wednesday mornings. Trash should be placed on the curb Tuesday night. If Tenant chooses to participate in the city recycling program, Tenant is responsible for putting those items in a blue bin. Tenant is responsible for bringing their recycling to the curb for pick-up on Wednesday mornings and retrieving the empty bin after pickup.

Tenant shall not use tape, nails or spikes in or on walls and woodwork. **Picture hooks may be used.**

Both Tenant and Landlord are required to comply strictly with the Maine Bedbug Law (Title 14 M.R.S.A. §6021-A). Tenant agrees to promptly notify Landlord if Tenant knows of, or suspects, an infestation of bedbugs in the dwelling unit. Upon the Tenant receiving notice of a need for access to the Premises for bedbug issues, Tenant must fully cooperate with the Landlord and any pest control agent hired by Landlord. The Tenant is required to comply with all reasonable measures to eliminate or control bedbug infestation. Failure of the Tenant to fulfill his or her obligations hereunder is a breach of this lease and is grounds for termination of this tenancy.

3.2. EQUIPMENT & APPLIANCES

Equipment and appliances located at the Premises and included in this lease are the personal property of the Landlord. Tenant agrees to properly maintain Landlord's personal items in good and clean order and repair. Tenant will be responsible for repair or replacement for the misuse, abuse or neglect of Landlord's personal property. Except for maintenance made necessary by ordinary wear and tear, for which the Landlord shall be responsible. If Tenant shall fail to make any repair required of them hereunder, Landlord shall have the right to make such repair. Tenant shall then reimburse to the Landlord the cost of such repair, as additional rent, upon demand.

Sinks, Toilets and Garbage Disposals: Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets.

It's a Toilet, Not a Trash Can! What Can Be Flushed? Well, pretty much nothing other than toilet paper.

Even if it's small, even if the package says "flushable," some everyday items can cause messy and expensive problems for the plumbing and the sewer treatment facilities. Products that might seem safe to flush down the toilet, such as personal care wipes, dental floss, feminine hygiene products, and paper towels, don't dissolve quickly – or at all – in water. If a scrap of undissolved material gets caught on a nick, bend or bump within a pipe, it can trigger a growth of buildup that could cause a sewer backup in the home or neighborhood.

Cease the Grease - Fats, cooking oils and grease are not water-soluble. They coat household pipes and public sewer mains, causing nasty clogs. To dispose of household fats, oils and grease, carefully pour them into an empty metal can. Let it cool, then throw it in the trash.

3.3. PARKING AND VEHICLE POLICY

The Tenant understands and agrees that they will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, or motorcycles in the parking lot or on any other portion of the property on which the Premises are located, without the prior written consent of the Landlord. Further, the Tenant understands and agrees that any such inoperable or unlicensed vehicles, trailers, boats or motorcycles may be towed away at the Tenant's expense.

Tenant shall move car according to snow policy instructions. Any inoperative vehicle may be removed from the lot at any time at the owner's expense. Absolutely no car repairs are to be performed on leased Premises.

3.4. INTENT TO ENTER BY LANDLORD

The Landlord may enter the dwelling unit upon twenty-four (24) hours' notice only for the following purposes: to inspect, to make repairs and to exhibit the unit to prospective purchasers, mortgagees, and future tenants. If, however, the Landlord or his agent reasonably believes that an emergency (such as fire) exists which requires an immediate entry, such entry may be made without notice.

If the property shall go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenant's stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's term. Tenant shall allow reasonable viewings of the home between the hours of 9:00 a.m. and 5:00 p.m., whether the Tenant is present or not.

3.5. VACATE & CLEANING

PERSONAL PROPERTY

Upon termination of this Agreement, the Tenant will vacate the Premises, remove all personal property belonging to him/her, and leave the Premises as clean as he/she found them (normal wear and tear excepted). Any personal property remaining on the Premises twenty-four (24) hours after the Tenant vacates will be deemed to be abandoned by the Tenant and will be disposed of according to law.

MOVE OUT PROCEDURES:

Move-out time is 10:00 a.m. – unless preapproved by Landlord.

Keys: All keys should be left in the unit. The unit door should be left unlocked. According the terms of this lease, there is a fee for any sets of keys that are not returned.

Cleaning: The unit should be left "broom-clean", i.e., all personal items removed, no dirty dishes, refrigerator and cupboards cleaned out of all personal food, remove all trash, and light sweep or vacuum to remove loose noticeable dirt. It is not necessary to do the laundry.

Additional fees will be charged as follows: \$35.00 for each bag of trash not properly disposed of, \$35.00 for removal of any food or personal items. \$35.00 service fee, plus postage for shipping personal items left behind, including forwarding mail that arrives after departure date.

4. OWNER RESPONSIBILITIES

4.1. REPAIR AND MAINTENANCE

The Landlord will provide and maintain the building and grounds appurtenant to the dwelling unit in a decent, safe and sanitary condition and will comply with all state and local laws, regulations and ordinances concerning the condition of dwelling units which at a minimum must be maintained in a decent, safe and sanitary condition. The Tenant will notify the Landlord of dangerous conditions or the need for repairs on the Premises, and will guard against loss or risk to himself and others until such time as the Landlord has had a reasonable opportunity to address the problem

4.2. LANDLORD REPAIRS

Landlord agrees to maintain the exterior of the building and the common areas in good repair and to maintain the lawns and remove snow from the sidewalks adjoining building from the driveway. Tenant agrees to use extreme caution when hazardous situations, including snow and ice, are created by weather conditions.

5. GENERAL CLAUSES

5.1. CONFIRMATION

This Lease Agreement is subject to confirmation and verification of all information provided by Tenant to Landlord including but not limited to source of employment, income levels, and resources. It is also subject to a satisfactory check of references, payment in full of the security deposit and first month's rent and prompt surrender of possession of the Premises by any current Tenant. The Landlord will not be liable to the Tenant for any consequential damages arising pursuant to this paragraph.

5.2. HEAT AND AIR CONDITIONING

To the extent to which heat and/or hot water is to be provided by Landlord, Tenant shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the Premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant's non-compliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon seven (7) days' notice to the Tenant.

5.3. LATE RENT PAYMENTS

Failure to pay rent when due will be considered a breach of this Lease Agreement and could lead to an eviction. For purposes of determining the timely payment of rent, the postmark on Tenant's properly addressed envelope will be binding on the parties, or the date of receipt of an ACH payment into APM's bank account. Notwithstanding the foregoing provision and without waiving any rights there under, the Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever the rent is fifteen (15) days or more overdue.

5.4. PARTIAL PAYMENTS

Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments accepted by the Landlord shall be applied to the rent debt amount (or any other monetary obligation under the lease) which first became due and no partial payment shall be applied to the current month's rent until all outstanding past due debt has been paid in full despite any endorsement, stipulation, or other statement on any check or money order. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. The Landlord's acceptance of a partial payment will not forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or money order.

5.5. PAYMENTS PENDING LITIGATION

During the pendency of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the Premises. By incorporating this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that possession of the Premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.

5.6. DESTRUCTION - EMINENT DOMAIN

If the Apartment of the building is damaged or destroyed by fire or other casualty, or taken by or under threat of eminent domain, during the term hereof as so to be unfit for occupation or use, then the rent stated above, or a fair and reasonable portion thereof, according to the nature and extent of the damage, shall be suspended

or abated until the Apartment shall have been returned to a tenantable condition. Upon such destruction, damage or taking, either party shall have the option to terminate this lease upon thirty (30) days written notice to the other party.

5.7. LEASE RENEWAL

So long as Tenant has not been in default of this Lease during the term hereof, Tenant shall have one (1) option to renew/extend this Lease for a term of no less than one (1) month, on the same terms and conditions of this Lease, except rent amount and services as hereinafter provided, and lease will be for no less than one (1) month and will not be on an At Will Tenancy. In order to exercise the option to renew, Tenant shall notify Landlord in writing, of Tenant's intention to exercise its option to renew at least Thirty (30) days prior to the end of the then current term. In the event that Tenant fails to perform its obligations, time being of the essence, the option shall be deemed not to have been exercised. If the option to renew is properly exercised by Tenant, it will commence immediately upon the expiration of the preceding term.

The parties agree that upon expiration of the initial term and with a minimum of forty-five (45) days written notice, the monthly rent due and payable may be increased by Landlord.

5.8. SECURITY DEPOSIT REFUND CONDITIONS

The amount of the refund will be determined in accordance with the following conditions and procedures:

1. After the Tenant has moved from the apartment, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
2. The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
 1. damages which are not due to normal wear and tear;
 2. unpaid rent;
 3. charges for late payment of rent and returned checks as described in paragraph six; and;
 4. any other charges due and owing by the Tenant to the Landlord.
3. The Landlord agrees to refund the amount computed in the above paragraph within thirty (30) days after the Tenant has permanently moved out of the apartment and returned possession of the apartment to the Landlord. The Landlord will also give the Tenant a written list of charges, if any that were subtracted from the security deposit.
4. If the apartment is rented by more than one (1) person, the Tenants agree that they will work out the details of dividing any refund amount among themselves. The Landlord may pay the full amount of the refund to any person identified as a Tenant in this lease agreement.
5. Normal wear and tear will not include the cost of repainting or redecorating of the unit or the cost of replacement of carpet or other floor covering unless the time between the last repainting/redecorating or carpet/floor replacement and the current one exceeds a reasonable period. In the case of repainting, a reasonable period will be four (4) years. In the case of carpet or floor covering replacement, a reasonable period will be ten (10) years.
6. Normal wear and tear will not include accidental or intended damage, due to neglect, abuse or misuse of furnishings, linens, towels and other household and kitchen items provided by Owner and included in the Lease.
7. If the Landlord is required to repaint the unit or replace the carpets/flooring prior to the expiration of the reasonable time periods set forth in subparagraph (f), the Tenant will be responsible for the prorated share of the cost of repainting or replacement.

8. All costs of labor and materials, for cleaning or repairs, and any other expenses incurred pursuant to this section, will be charged at the rate of **\$50.00** per hour. The Tenant will be charged at the lease rate for anytime that the apartment is not rentable due to damage caused to the Premises by the Tenant or his guests or invitees.
9. Charges for removal of personal furniture and appliances are as follows:

\$35.00 per chair (regardless of size)

\$60.00 per couch

\$40.00 per table (regardless of size)

\$50.00 per mattress or box springs

\$50.00 per appliance

\$40.00 per other furniture or household items

Key Return:

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance will be in working order when Tenant moves in. Tenant shall not change the locks or add a deadbolt lock without Landlord written consent.

Tenant must return all keys he or she was originally given by Landlord in the unit at time of move-out.

5.9. LEGAL PROCEEDINGS

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney's fees and court costs from the other.

5.10. BREACH

Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the lease and the Tenant will be given a seven (7) day Notice of Termination of Lease. If the Tenant fails to vacate prior to the expiration of the Notice of Termination of Lease, the remaining term will be forfeited and Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages. Any false or misleading information provided by the Tenant in an application for tenancy will be considered a breach of this agreement and the Landlord will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Landlord as liquidated damages. During the course of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the Premises. By incorporating this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that possession of the Premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.


5.11. IDEMNIFICATION

The Tenant agrees to defend, indemnify and hold the Landlord harmless from any loss, damage, claim demand, suits, judgments or liabilities which the landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or resulting from the use of the leased Premises or common areas by the Tenant, guests or invitees, unless such loss or damage was occasioned by the negligence of the Landlord or its agents.

5.12. NOTICES

All notices required by this Agreement will be in writing and will be given to the other party as follows:

To the Tenant:


11 Cleeve St, Unit 2
Portland, ME 04101

To the Landlord:

Daniel Black
11 Cleeve St, Unit 1
Portland, ME 04101

5.13. HOLDOVER

If the Tenant holds over upon termination of this Agreement and the Landlord accepts the Tenant's tender of the monthly rent provided by this Agreement, this Agreement will continue to be binding on the parties as a month-to-month tenancy, subject to a minimum of thirty (30) days written notice of termination by either party, said termination to be effective on a rent due date.

If the Tenant continues to reside in the leased Premises beyond the final occupancy date stated above or agreed upon extension date by both parties, the monthly rent shall accelerate to double the monthly rent amount or \$5,000.00 per month, whichever is more. This provision has been accepted by the tenant in full recognition of the unique nature of this lease tenancy. Furthermore, as a result thereof, tenant acknowledges that a Forcible Entry and Detainer Action (eviction) will be initiated forthwith after the final occupancy date. If the Tenant illegally holds over, then the rent for that month or a portion of that month shall be \$5,000.00. Tenant shall also be liable for consequential damages arriving from an illegal holdover.

Tenant is affirmatively waiving his right to any notice prior to the commencement of a Forcible Entry and Detainer Action.

5.14. DESTRUCTION OF PREMISES

If the Premises become substantially or totally destroyed during the term of this Agreement, either party may thereupon terminate this Agreement upon reasonable notice.

5.15. SEVERABILITY

If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances will not be affected thereby.

5.16. WAIVER

The waiver by the Landlord of any breach of any term, covenant or condition herein will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by the Landlord will not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this lease, other than the failure of the Tenant to pay the particular rental so accepted.

SIGNATURES



Landlord

Date 6/8/15



Tenant

Date 6/8/15

1. RESIDENCY AND FINANCIALS

1.1. PARTIES AND OCCUPANTS

LEASE AGREEMENT made as of this August 11, 2015 by and between Daniel Black, hereinafter called "Landlord", and [REDACTED] hereinafter called "Tenant". There will be no other persons residing in the rented Premises except as specifically authorized in writing by Landlord.

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11 CLEEVE STREET, UNIT 3, PORTLAND, ME 04101

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KEYS: Tenant will be permitted 4 sets of keys. Tenant will be liable for cost to replace lost keys and/or lock replacement. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent.

1.3. LEASE DURATION

The terms of this tenancy shall commence on September 1, 2015 at 8:30 a.m., and end on August 31, 2016 at 10:00 a.m. Tenant is specifically liable for rent due and payable during this term. Early termination by Tenant will not relieve Tenant of this obligation to pay all rent here-under, which said amount is accelerated and then due and payable, subject to Landlord's duty to mitigate.

This Lease Agreement shall automatically terminate on the first day of any month following the death of Tenant. If more than one Tenant, this provision shall only apply upon the death of the last surviving Tenant.

1.4. RENT

The monthly rental payment for the property will be [REDACTED]. The first month's rent shall be due prior to move-in. Every month thereafter, the Tenant must pay his or her rent on or before the 1st day of each month. Tenants are permitted a four day grace period to make payments. Any payments received 5 days or later will be considered late, and a breach of the lease. Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever the rent is fifteen (15) days or more overdue.

Tenant can make payment by dropping a check in the Unit 1 mailbox

The Tenant will pay a Thirty-Five Dollar (\$35.00) service fee for any check or payment returned to the Landlord by the Tenant's bank for insufficient funds and/or any other reason.

1.5. UTILITIES AND MAINTENANCE SCHEDULE OF RESPONSIBILITY

The Landlord and Tenant agree to the following schedule of financial responsibilities for utilities and maintenance for Premises.

	Landlord	Tenant	Description
Electricity		X	
Heating Oil			N/A
Natural Gas		X	
Sewerage	X		
Hot Water	X		
Cold Water	X		
Telephone		X	
Cable Television		X	
Air Conditioning		X	Included in electric bill
Trash Removal			N/A
Yard Maintenance	X		
Snow Removal		X	Plowing cost will be split among car owning tenants

Tenant's failure to pay any such utility charge when due shall constitute a default hereunder.

1.6. OWNER PAID UTILITIES

To the extent to which heat, hot water, and/or electricity is to be provided by Landlord, Tenant shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the Premises, not unnecessarily wasting or running the hot water, turning off all electronics and lights when not in use, and observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant noncompliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon seven (7) days' notice to the Tenant.

1.7. SECURITY DEPOSIT

The Tenant will deposit [REDACTED] with the Landlord as a Security Deposit for damages. The Landlord will hold this security deposit, in an account for the period the Tenant occupies the Premises, and up to thirty (30) days after the Tenant vacates. After the Tenant has moved from the Premises, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The security deposit cannot be used to pay the last month's rent for which the Tenant will occupy the Premises.

1.8. ASSIGNMENT, SUBLETTING & OCCUPANCY

The Tenant will not assign this Agreement or sublet the Premises without the written consent of the Landlord. Such consent will not be withheld without good reason relating to the prospective Tenant's ability to comply with the provisions of this Agreement.

Tenant covenants and agrees that only the following persons will occupy the Premises:

[REDACTED]

In the event Tenant has any person residing in the Premises not listed above or in a co-tenant addendum, Landlord has the right to immediately terminate the Lease, requiring Tenant to vacate the Premises and return keys to Landlord. For purposes of defining the term "residing in the Premises," a person residing in the Premises is one who has stayed overnight in the Premises for more than seven (7) nights in any one calendar year. Not foregoing any subletting of the unit through AirBnB, VRBO or other means for any length of time is prohibited, and any such activity will be grounds for immediate eviction.

1.9. NOTICE TO VACATE/NON-RENEWAL OF LEASE

Tenant will notify Landlord in writing, a minimum of thirty (30) days prior to intended date of termination. Said termination to be effective on a rent due date. Early termination by the Tenant will not relieve him/her of obligation to pay all rent hereunder, which said amount is accelerated and then due and payable, subject to the Landlord's duty to mitigate.

2. POLICIES AND PROCEDURES

2.1. USE OF PROPERTY

The Tenant will use the property only for residential purposes, except for incidental use in trade or business (such as telephone solicitation of sales orders or arts and crafts created for profit), so long as such incidental use does not violate local zoning law or affect the Landlord's ability to obtain fire or liability insurance. No article or substance will be kept on the Premises, nor any activity or occupation conducted, which is illegal, noisy or dangerous.

They shall not otherwise make offensive use of the leased Premises, not commit or permit a nuisance to exist, nor cause damage to the leased Premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of other occupants in the same or surrounding buildings of the landlord. The building is for the use as a private residence only.

2.2. MAINTENANCE POLICY

Tenant must furnish and change his or her own light bulbs. Upon occupancy, the Tenant will find that all light fixtures are in operation and should be left in the same condition upon departure.

The Lessee shall maintain the leased Premises in a clean condition and shall not sweep, throw or dispose of any dirt, waste, rubbish, or other substance into any part of the building or the land adjacent thereto except in proper receptacles and in accordance with the rules of the Landlord.

Large nails or large screws shall not be driven into the walls or woodwork. Additional locks shall not be put on doors without permission of the Landlord.

It is further understood that the cleaning of carpets will only be done by professionals. The carpets of the Premises have been either professionally cleaned or newly installed prior to Tenant taking occupancy. As for painting or refurbishing the walls, woodwork, floors, etc. (beyond normal wear and tear) this will also be required to be done professionally and a receipt presented to the Landlord should it be requested.

2.3. ASSUNDRY PROVISIONS

No smoking is permitted in the Premise. Tenant understands that the Premise is a non-smoking environment. Should Tenant cause discoloration and noxious odors in the unit as a result of smoke damage Tenant will be held responsible for all additional, painting, carpet cleaning and/or fumigating resulting from this usage.

2.4. SMOKE/CARBON DETECTORS:

Tenant acknowledges that Tenant has had an opportunity to inspect smoke/carbon detectors with Landlord or Landlord's agent(s) at the commencement of this Lease Agreement. Tenant acknowledges that all smoke/carbon detectors within the Premise were in operating order at the commencement of the Lease term. Tenant also agrees to and shall immediately report to Landlord or Landlord's agent(s) any and all malfunctions and/or the need for repairs, replacement of batteries or other repairs to any and all of the smoke/carbon detectors on the Premises.

2.5. ALTERATIONS

No alteration, addition, or improvement will be made by the Tenant in or to the dwelling unit without the prior written consent of the Landlord. Such consent will not be unreasonably withheld, but may be conditioned upon the Tenant's agreeing to restore the dwelling unit to its prior condition upon moving out and providing additional security therefore.

2.6. LOCK POLICY

If the Tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the Landlord may gain admission through whatever reasonable means necessary and charge the Tenant reasonable costs for any resulting damage. If a Tenant changes the lock and refuses to provide the Landlord with a duplicate Key, the Landlord may terminate the tenancy with a seven (7) day Notice of Termination of Lease.

2.7. LOCK OUT POLICY

Tenant is responsible for maintaining possession of the keys to the Premises, at all times. If Tenant, is locked out of the Premises, it is Tenant's responsibility to gain access to their unit. Landlord is not responsible to provide a lockout service for Tenant.

2.8. NOISE & DISTURBANCES

Tenant agrees not to allow on the Premises any excessive noise or other activity which disturbs the peace and quiet of neighbors or other Tenants in the building, or interferes with the Landlord's management of the Premises. Tenant shall not permit playing of any radio, television, phonograph or musical instrument so as to disturb others. Please place speakers up off the floor. The Landlord agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

Tenant agrees that the Landlord has the right to bar from the Premises any visitor or guest, who, in the opinion of the Landlord is causing a nuisance or any other problem, or who is not in compliance with the terms and conditions of this lease or of state or local law. If the Tenant allows any individual who has been barred by the Landlord to enter the Premises, this would be a violation of the Lease, and the Landlord may terminate the tenancy with a proper notice to the Tenant.

3. TENANT RESPONSIBILITIES

3.1. TENANT'S DUTY TO MAINTAIN PREMISES

Tenant shall maintain the Premises in a good, clean and ready to rent condition, and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this agreement, defined by the Landlord as being immediately habitable for the next tenant. Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition.

Tenant agrees to notify Landlord of any maintenance issues, as soon as Tenant is aware of the issue. Tenant is not to attempt to conduct any repairs, unless authorized by the Landlord.

Halls, stairways, landings, basements and porches will be kept free of all personal belongings and trash. Any articles found in above areas will be discarded without liability to Landlord. No warning notices will be given. Cost of removal of improperly placed trash or articles will be billed to the Tenant.

Tenant shall dispose of all waste material generated during the rental prior in a lawful manner. Tenant is cautioned not to leave trash outside for long period of time because it can attract animals. Tenant will abide by waste removal policies and procedures for this property.

Trash Disposal: All household trash must be disposed of in City of Portland blue bags, recycling in blue bins. Trash and recycling pickup is on Wednesday mornings. Trash should be placed on the curb Tuesday night. If Tenant chooses to participate in the city recycling program, Tenant is responsible for putting those items in a blue bin. Tenant is responsible for bringing their recycling to the curb for pick-up on Wednesday mornings and retrieving the empty bin after pickup.

Tenant shall not use tape, nails or spikes in or on walls and woodwork. **Picture hooks may be used.**

Both Tenant and Landlord are required to comply strictly with the Maine Bedbug Law (Title 14 M.R.S.A. §6021-A). Tenant agrees to promptly notify Landlord if Tenant knows of, or suspects, an infestation of bedbugs in the dwelling unit. Upon the Tenant receiving notice of a need for access to the Premises for bedbug issues, Tenant must fully cooperate with the Landlord and any pest control agent hired by Landlord. The Tenant is required to comply with all reasonable measures to eliminate or control bedbug infestation. Failure of the Tenant to fulfill his or her obligations hereunder is a breach of this lease and is grounds for termination of this tenancy.

3.2. EQUIPMENT & APPLIANCES

Equipment and appliances located at the Premises and included in this lease are the personal property of the Landlord. Tenant agrees to properly maintain Landlords personal items in good and clean order and repair. Tenant will be responsible for repair or replacement for the misuse, abuse or neglect of Landlords personal property. Except for maintenance made necessary by ordinary wear and tear, for which the Landlord shall be responsible. If Tenant shall fail to make any repair required of them hereunder, Landlord shall have the right to make such repair. Tenant shall then reimburse to the Landlord the cost of such repair, as additional rent, upon demand.

Sinks, Toilets and Garbage Disposals: Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets.

It's a Toilet, Not a Trash Can! What Can Be Flushed? Well, pretty much nothing other than toilet paper.

Even if it's small, even if the package says "flushable," some everyday items can cause messy and expensive problems for the plumbing and the sewer treatment facilities. Products that might seem safe to flush down the toilet, such as personal care wipes, dental floss, feminine hygiene products, and paper towels, don't dissolve quickly – or at all – in water. If a scrap of undissolved material gets caught on a nick, bend or bump within a pipe, it can trigger a growth of buildup that could cause a sewer backup in the home or neighborhood.

Cease the Grease - Fats, cooking oils and grease are not water-soluble. They coat household pipes and public sewer mains, causing nasty clogs. To dispose of household fats, oils and grease, carefully pour them into an empty metal can. Let it cool, then throw it in the trash.

3.3. PARKING AND VEHICLE POLICY

The Tenant understands and agrees that they will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, or motorcycles in the parking lot or on any other portion of the property on which the Premises are located, without the prior written consent of the Landlord. Further, the Tenant understands and agrees that any such inoperable or unlicensed vehicles, trailers, boats or motorcycles may be towed away at the Tenant's expense.

Tenant shall move car according to snow policy instructions. Any inoperative vehicle may be removed from the lot at any time at the owner's expense. Absolutely no car repairs are to be performed on leased Premises.

3.4. INTENT TO ENTER BY LANDLORD

The Landlord may enter the dwelling unit upon twenty-four (24) hours' notice only for the following purposes: to inspect, to make repairs and to exhibit the unit to prospective purchasers, mortgagees, and future tenants. If, however, the Landlord or his agent reasonably believes that an emergency (such as fire) exists which requires an immediate entry, such entry may be made without notice.

If the property shall go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenant's stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's term. Tenant shall allow reasonable viewings of the home between the hours of 9:00 a.m. and 5:00 p.m., whether the Tenant is present or not.

3.5. VACATE & CLEANING

PERSONAL PROPERTY

Upon termination of this Agreement, the Tenant will vacate the Premises, remove all personal property belonging to him/her, and leave the Premises as clean as he/she found them (normal wear and tear excepted). Any personal property remaining on the Premises twenty-four (24) hours after the Tenant vacates will be deemed to be abandoned by the Tenant and will be disposed of according to law.

MOVE OUT PROCEDURES:

Move-out time is 10:00 a.m. – unless preapproved by Landlord.

Keys: All keys should be left in the unit. The unit door should be left unlocked. According the terms of this lease, there is a fee for any sets of keys that are not returned.

Cleaning: The unit should be left ‘broom clean”, i.e., all personal items removed, no dirty dishes, refrigerator and cupboards cleaned out of all personal food, remove all trash, and light sweep or vacuum to remove loose noticeable dirt. It is not necessary to do the laundry.

Additional fees will be charged as follows: \$35.00 for each bag of trash not properly disposed of, \$35.00 for removal of any food or personal items. \$35.00 service fee, plus postage for shipping personal items left behind, including forwarding mail that arrives after departure date.

4. OWNER RESPONSIBILITIES

4.1. REPAIR AND MAINTENANCE

The Landlord will provide and maintain the building and grounds appurtenant to the dwelling unit in a decent, safe and sanitary condition and will comply with all state and local laws, regulations and ordinances concerning the condition of dwelling units which at a minimum must be maintained in a decent, safe and sanitary condition. The Tenant will notify the Landlord of dangerous conditions or the need for repairs on the Premises, and will guard against loss or risk to himself and others until such time as the Landlord has had a reasonable opportunity to address the problem

4.2. LANDLORD REPAIRS

Landlord agrees to maintain the exterior of the building and the common areas in good repair and to maintain the lawns and remove snow from the sidewalks adjoining building from the driveway. Tenant agrees to use extreme caution when hazardous situations, including snow and ice, are created by weather conditions.

5. GENERAL CLAUSES

5.1. CONFIRMATION

This Lease Agreement is subject to confirmation and verification of all information provided by Tenant to Landlord including but not limited to source of employment, income levels, and resources. It is also subject to a satisfactory check of references, payment in full of the security deposit and first month's rent and prompt surrender of possession of the Premises by any current Tenant. The Landlord will not be liable to the Tenant for any consequential damages arising pursuant to this paragraph.

5.2. HEAT AND AIR CONDITIONING

To the extent to which heat and/or hot water is to be provided by Landlord, Tenant shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the Premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant's non-compliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon seven (7) days' notice to the Tenant.

5.3. LATE RENT PAYMENTS

Failure to pay rent when due will be considered a breach of this Lease Agreement and could lead to an eviction. For purposes of determining the timely payment of rent, the postmark on Tenant's properly addressed envelope will be binding on the parties, or the date of receipt of an ACH payment into APM's bank account. Notwithstanding the foregoing provision and without waiving any rights there under, the Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever the rent is fifteen (15) days or more overdue.

5.4. PARTIAL PAYMENTS

Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments accepted by the Landlord shall be applied to the rent debt amount (or any other monetary obligation under the lease) which first became due and no partial payment shall be applied to the current month's rent until all outstanding past due debt has been paid in full despite any endorsement, stipulation, or other statement on any check or money order. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. The Landlord's acceptance of a partial payment will not forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or money order.

5.5. PAYMENTS PENDING LITIGATION

During the pendency of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the Premises. By incorporating this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that possession of the Premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.

5.6. DESTRUCTION – EMINENT DOMAIN

If the Apartment of the building is damaged or destroyed by fire or other casualty, or taken by or under threat of eminent domain, during the term hereof as so to be unfit for occupation or use, then the rent stated above, or a fair and reasonable portion thereof, according to the nature and extent of the damage, shall be suspended

or abated until the Apartment shall have been returned to a tenantable condition. Upon such destruction, damage or taking, either party shall have the option to terminate this lease upon thirty (30) days written notice to the other party.

5.7. LEASE RENEWAL

So long as Tenant has not been in default of this Lease during the term hereof, Tenant shall have one (1) option to renew/extend this Lease for a term of no less than one (1) month, on the same terms and conditions of this Lease, except rent amount and services as hereinafter provided, and lease will be for no less than one (1) month and will not be on an At Will Tenancy. In order to exercise the option to renew, Tenant shall notify Landlord in writing, of Tenant's intention to exercise its option to renew at least Thirty (30) days prior to the end of the then current term. In the event that Tenant fails to perform its obligations, time being of the essence, the option shall be deemed not to have been exercised. If the option to renew is properly exercised by Tenant, it will commence immediately upon the expiration of the preceding term.

The parties agree that upon expiration of the initial term and with a minimum of forty-five (45) days written notice, the monthly rent due and payable may be increased by Landlord.

5.8. SECURITY DEPOSIT REFUND CONDITIONS

The amount of the refund will be determined in accordance with the following conditions and procedures:

1. After the Tenant has moved from the apartment, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
2. The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
 1. damages which are not due to normal wear and tear;
 2. unpaid rent;
 3. charges for late payment of rent and returned checks as described in paragraph six; and;
 4. any other charges due and owing by the Tenant to the Landlord.
3. The Landlord agrees to refund the amount computed in the above paragraph within thirty (30) days after the Tenant has permanently moved out of the apartment and returned possession of the apartment to the Landlord. The Landlord will also give the Tenant a written list of charges, if any that were subtracted from the security deposit.
4. If the apartment is rented by more than one (1) person, the Tenants agree that they will work out the details of dividing any refund amount among themselves. The Landlord may pay the full amount of the refund to any person identified as a Tenant in this lease agreement.
5. Normal wear and tear will not include the cost of repainting or redecorating of the unit or the cost of replacement of carpet or other floor covering unless the time between the last repainting/redecorating or carpet/floor replacement and the current one exceeds a reasonable period. In the case of repainting, a reasonable period will be four (4) years. In the case of carpet or floor covering replacement, a reasonable period will be ten (10) years.
6. Normal wear and tear will not include accidental or intended damage, due to neglect, abuse or misuse of furnishings, linens, towels and other household and kitchen items provided by Owner and included in the Lease.
7. If the Landlord is required to repaint the unit or replace the carpets/flooring prior to the expiration of the reasonable time periods set forth in subparagraph (f), the Tenant will be responsible for the prorated share of the cost of repainting or replacement.

8. All costs of labor and materials, for cleaning or repairs, and any other expenses incurred pursuant to this section, will be charged at the rate of **\$50.00** per hour. The Tenant will be charged at the lease rate for anytime that the apartment is not rentable due to damage caused to the Premises by the Tenant or his guests or invitees.
9. Charges for removal of personal furniture and appliances are as follows:

\$35.00 per chair (regardless of size)

\$60.00 per couch

\$40.00 per table (regardless of size)

\$50.00 per mattress or box springs

\$50.00 per appliance

\$40.00 per other furniture or household items

Key Return:

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance will be in working order when Tenant moves in. Tenant shall not change the locks or add a deadbolt lock without Landlord written consent.

Tenant must return all keys he or she was originally given by Landlord in the unit at time of move-out.

5.9. LEGAL PROCEEDINGS

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney's fees and court costs from the other.

5.10. BREACH

Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the lease and the Tenant will be given a seven (7) day Notice of Termination of Lease. If the Tenant fails to vacate prior to the expiration of the Notice of Termination of Lease, the remaining term will be forfeited and Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages. Any false or misleading information provided by the Tenant in an application for tenancy will be considered a breach of this agreement and the Landlord will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Landlord as liquidated damages. During the course of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the Premises. By incorporating this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that possession of the Premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.


5.11. IDEMNIFICATION

The Tenant agrees to defend, indemnify and hold the Landlord harmless from any loss, damage, claim demand, suits, judgments or liabilities which the landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or resulting from the use of the leased Premises or common areas by the Tenant, guests or invitees, unless such loss or damage was occasioned by the negligence of the Landlord or its agents.

5.12. NOTICES

All notices required by this Agreement will be in writing and will be given to the other party as follows:

To the Tenant:


11 Cleeve St, Unit 3
Portland, ME 04101

To the Landlord:

Daniel Black
11 Cleeve St, Unit 1
Portland, ME 04101

5.13. HOLDOVER

If the Tenant holds over upon termination of this Agreement and the Landlord accepts the Tenant's tender of the monthly rent provided by this Agreement, this Agreement will continue to be binding on the parties as a month-to-month tenancy, subject to a minimum of thirty (30) days written notice of termination by either party, said termination to be effective on a rent due date.

If the Tenant continues to reside in the leased Premises beyond the final occupancy date stated above or agreed upon extension date by both parties, the monthly rent shall accelerate to double the monthly rent amount or \$5,000.00 per month, whichever is more. This provision has been accepted by the tenant in full recognition of the unique nature of this lease tenancy. Furthermore, as a result thereof, tenant acknowledges that a Forcible Entry and Detainer Action (eviction) will be initiated forthwith after the final occupancy date. If the Tenant illegally holds over, then the rent for that month or a portion of that month shall be \$5,000.00. Tenant shall also be liable for consequential damages arriving from an illegal holdover.

Tenant is affirmatively waiving his right to any notice prior to the commencement of a Forcible Entry and Detainer Action.

5.14. DESTRUCTION OF PREMISES

If the Premises become substantially or totally destroyed during the term of this Agreement, either party may thereupon terminate this Agreement upon reasonable notice.


5.15. SEVERABILITY

If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances will not be affected thereby.

5.16.WAIVER

The waiver by the Landlord of any breach of any term, covenant or condition herein will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by the Landlord will not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this lease, other than the failure of the Tenant to pay the particular rental so accepted.

SIGNATURES



Landlord

8/11/15

Date



Tenant

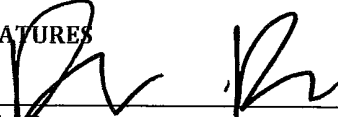
8.11.2015

Date

ADDENDUM TO LEASE AGREEMENT


THIS ADDENDUM TO THE LEASE AGREEMENT made August 11, 2015 by and between Daniel Black and Maeve McInnis authorizes Megan Kish to sublet the rented Premises for the term of the lease. There will be no other persons residing in the rented Premises except as specifically authorized in writing by Daniel Black.

SIGNATURES



Landlord

Date 9/19/15



Tenant

Date 9/26/15