

Katie - 699-8213

Mike - 577-9132

RESIDENTIAL LEASE AGREEMENT

1. Parties

The parties to this agreement are Matt Libby, hereinafter called "the Landlord", and Mike Brown AND Katherine Franck, hereinafter called "the Tenant(s)".

There will be no other persons residing in the rented premises except as specifically authorized in writing by the Landlord or as listed here: _____.

The tenant will not be permitted to board pets in the apartment without the landlord's permission. Any violation of this provision will be grounds for eviction and will also subject the Tenant to a liquidated damages obligation in an amount equal to one month's rent.

2. Co-Tenants

In the case of co-tenants, the obligations and commitments contained in this lease 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 without regard to any non-performance by a 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.

3. Property

The Landlord hereby lets the following property to the Tenant for the term of this Agreement: (a) the dwelling unit located at 33 North Street, Apartment # 3, Portland, Maine; and the following furniture and appliances on said property: kitchen appliances (stove, dishwasher, refrigerator), washer/dryer, couch, arm chair, two end tables.

The Tenant understands and agrees that the Tenant will have the use of the driveway for one motor vehicle during officially declared winter snowbans by the City of Portland.

4. Term

The term of this Agreement will be for ONE YEAR, beginning on OCTOBER 1, 2014, and ending on SEPTEMBER 30, 2015. The Tenant is specifically liable for all rent due and payable during this term. Early termination by the Tenant will not relieve him/her of this obligation to pay all rent hereunder, subject to the Landlord's duty to mitigate.

5. Confirmation

This agreement is subject to confirmation and verification of all information provided by the Tenant to the 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.

6. Rent

The monthly rental payment for said property will be \$1,200 due and payable on the first day of each month to the Landlord at: 91 Arbutus Avenue, South Portland, 04106.

If rent is paid in cash, the Tenant will be given a written receipt. If the Tenant fails to pay rent within seven (7) days of the due date, as evidenced by the postmark on the envelope, this lease will be deemed to be breached, the term hereof forfeited, and the Tenant, without further demand or notice, will be subject to a forcible entry and detainer action (eviction), as well as a suit for damages.

Notwithstanding the foregoing provision and without waiving any rights thereunder, the Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever said rent is fifteen (15) days or more overdue.

The Tenant will pay a Ten Dollar (\$10.00) service fee as additional rent for any check returned to the Landlord by the Tenant's bank for insufficient funds and/or any other reason.

7. Utilities

Utilities and services will be paid by the party indicated on the following chart:

	Landlord	Tenant
Electricity	_____	_____x_____
Heating Oil	_____x_____	_____
Natural Gas	_____NA_____	_____
Water	_____x_____	_____
Sewerage	_____x_____	_____
Trash Removal	_____	_____x_____
Yard Maintenance	_____x_____	_____
Snow Removal	_____x_____	_____

8. 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.

9. Tenant's Duty to Maintain Premises

The Tenant will keep the dwelling unit in a clean and sanitary condition and free from vermin and rodents and will otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect of the Tenant or others visiting or occupying the premises under his/her control, the Tenant will repair, in a workmanlike manner, such damage at his/her own expense. Upon the Tenant's failure to make such repairs and after reasonable written notice by the Landlord, the Landlord may cause such repairs to be made and the Tenant will be liable to the Landlord for any reasonable expense thereby incurred by the Landlord. Said expense will be paid by the Tenant within 30 days of the Landlord's written demand therefor. Failure to pay such expense within 30 days will be grounds for eviction.

The Tenant understands and agrees that the Tenant 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.

10. 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 therefor.

11. Noise

The 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. 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.

12. Inspection 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, mortgages, and 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.

13. Security Deposit

The Tenant has deposited \$1,200 with the Landlord as a Security Deposit. The Landlord will hold this security deposit, in an account for the period the Tenant occupies the apartment. After the Tenant has moved from the apartment, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) 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.
- b) The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
 - 1) unpaid rent;
 - 2) damages which are not due to normal wear and tear;
 - 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.
- c) 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.

- d) 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 refund to any person identified as a Tenant in this lease agreement.
- e) The Tenant agrees that it is his responsibility, prior to vacating the premises, to clean the entire unit including the range, exhaust fan, refrigerator, closets, walls, cabinets and floors, if applicable. All carpets will be free of dirt and odor and must be cleaned prior to vacating. Refrigerators are to be defrosted, turned off and the door left open. There will be no scores, stains, or unsightly holes in any wall. No indentations or scratches in wood, tile, or resilient flooring, doors or trim and no damage to carpeting will be accepted by the Landlord. All burned out light bulbs will be replaced. Smoke alarms will be in place and undamaged, with working batteries. All debris and rubbish will be placed in proper containers. All personal property will be removed.
- f) 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.
- g) 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.
- h) 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 \$35.00 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.

14. 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.

15. Subleasing and Assignment

The Tenant will not assign this Agreement or sublet the dwelling unit 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.

16. Retaliation

If the Tenant reasonably and peacefully exercises any right granted under this Lease Agreement or any local, state, or federal law, the Landlord agrees not to retaliate against or harass the Tenant in any way, specifically including but not limited to eviction or threat of eviction, rent increase or services decrease, or substantial alteration of lease terms.

17. 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.

18. 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.

19. Legal Proceedings

If landlord commences a lawsuit against the tenant to enforce any provision of this Agreement, landlord may be awarded reasonable attorney's fees and court costs if he proceeds as provided by 14 M.R.S.A. § 6030(3).

20. Breach

Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the lease, any remaining term will be forfeited, and the 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.

21. Indemnification

The Tenant agrees to purchase and maintain liability insurance through a "Tenant's Policy". 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.

22. Notices

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

To the Tenant: At the premises.

To the Landlord: 91 Arbutus Avenue, South Portland, 04106

23. Holdovers

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 agreement.

24. 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.

25. 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.

WHEREFORE, we the undersigned, do hereby execute and agree to this Lease Agreement:

Date of Signature: 9/1/14

Katherine Frank
Tenant:

Social Security Number

Date of Signature: 9/1/14

Michael Green
Tenant:

Social Security Number

Date of Signature: 9/1/14

Math Kelly
Landlord