

20 Dow St. Apt. #2
Portland, Me. 04102
RESIDENTIAL LEASE

AGREEMENT OF LEASE made this January 1st, 2013 by and between Timothy Gebhardt (hereinafter called "Landlord"), and **Julie Kenniston, James Kenniston, Elliott Brake** (hereinafter called "Tenant"(s)). In the case of co-tenants in this lease all of the obligations of each and every tenant shall 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 of breach of the terms of this lease by any co-tenant shall constitute a default or breach by all co-tenants.

1. AGREEMENT TO LEASE

Landlord hereby leases to Tenants and Tenant hereby rents from Landlord upon the terms and provisions of this Lease, 20 Dow St.#2 Portland, Me. 04102 (hereinafter called the "Apartment").

2. TERM

The term of the Lease shall be for a period of 12calendar months and 0 calendar days, commencing on **July 1, 2015** and ending on **June 31, 2015** at 11am . Either party may terminate this lease at the expiration of the initial term by serving on the other a written forty-five (45) day notice made to expire on the last day of the term.

3. RENT

The total rent reserved for the term of this Lease is Twelve Thousand Dollars (\$13,000) which Tenant agrees to pay in equal monthly installments of One Thousand One Hundred Dollars(\$1,100) in advance or on the first day of each month during said term. If move in occurs after the 8th day of the month, rent shall be prorated. Payments shall be made payable to "**Timothy Gebhardt**" and mailed to **20 Dow St. #1 Portland ME 04102**, except that Tenant shall pay the first monthly installment on the execution hereof. Rent is payable by check or money order. No cash payments will be accepted. If tenant fails to pay rent within five (5)days of the due date without making special arrangements in writing with Landlord, at Landlord's option, the Landlord shall have the right to terminate the lease in accordance with paragraph 17 hereof.

a.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 arrearage due which first became due and no partial payment shall be applied to the current month's rent until all outstanding rent arrearage has been paid in full despite any endorsement, stipulation, or other statement on any check. 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.

Any modification to this lease must be made in writing signed by the Landlord, in which the Landlord states and agrees to the modification. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to its right to recover the balance remaining due, or to pursue any other remedy available under this lease and Maine law.

b.PAYMENTS PENDING LITIGATION

During the pendency of any notice of termination and/or litigation involving Tenant and the Landlord as to which individual or entity is entitled to possession of the premises, including, but not limited to forcible entry and detainer or bankruptcy proceedings, any and all monetary payments in the amount of the rent shall be made by Tenant to the Landlord and shall be for current use and occupation of the premises and shall not act as a renewal of the Tenant's lease or tenancy despite any endorsement stipulation, or other statement on any check or money order, or other writing from the Tenant or Tenant's legal representative.

4. PARKING

This agreement includes no parking space.

5. LATE PAYMENT

Time is of the essence in the Lease. Notwithstanding the foregoing provision in section 3 and without waiving any rights there under, if Landlord elects to accept rent paid after the 15th day of the month, a late charge of four percent (4%) of the amount outstanding shall be charged and due as additional rent. If Tenant remits a check which does not clear, Landlord reserves the right to charge and hold due as additional rent a non sufficient funds fee of twenty-five dollars \$25.00. The receipt by Landlord of less than the full amount due under this lease agreement shall not be deemed a waiver of the right to require immediate full payment of the charges herein.

6. OCCUPANCY AND USE

a) Apartment shall be used only as a residential dwelling unit and for no other purpose. The Apartment shall be occupied only by Tenant(s) and other family members, if any, who are under the age of 18, listed on application, and only the persons specifically listed below:

Julie Kenniston, James Kenniston, Elliott Brake

(b) No animals or pets shall be kept in the apartment without the Landlord's prior written consent, which consent may be given upon condition.

(c) Tenant will observe and comply with reasonable rules and regulations from time to time promulgated by Landlord and with all federal, state and local laws, regulations and ordinances affecting Tenant's use of the Apartment.

(d) Tenant shall do or keep nothing, nor allow anything to be done or kept, in the Apartment which would cause any of Landlord's insurance to be adversely affected. If Tenant's use or occupancy of the Apartment increases the premium on any insurance policy, Tenant shall pay for the increase.

7. ASSIGNMENT, SUBLETTING, ETC.

Tenant shall not assign, mortgage or encumber this Lease or tenant's rights hereunder; nor sublet the Apartment or any part thereof; nor permit Apartment to be used by others without the prior written consent of the Landlord in each instance. Landlord shall have the right to assign its interest in this Lease to a purchaser of the Apartment. Upon such assignment this Lease shall remain in full force and effect.

8. ALTERATIONS

Tenant shall not make alterations, decorations or improvements in or to the Apartment or install, attach, remove or exchange appliances or equipment without Landlord's prior written consent. All materials installed in or affixed to the Apartment by either party shall become the sole property of Landlord, unless otherwise agreed in writing and shall remain in and be surrendered with the Apartment at the end of the term hereof.

9. DAMAGE

Tenant shall not commit or permit any strip or waste of the Building and of the Apartment or any part thereof. Any damage to or destruction of the Apartment, or to any personal property belonging to Landlord located in or about the Apartment, arising from the negligence or willful act or omission of Tenant, persons living with Tenant or his or their contractors, agents or invitees shall be the responsibility of Tenant, who shall pay Landlord for all resulting expenses and shall indemnify and hold Landlord harmless from the same.

10. SUBORDINATION

This Lease is subject and subordinate to mortgages which may now exist or hereafter be executed and delivered covering the Apartment or any part thereof. Although the subordination provisions of this Section shall be deemed automatic, Tenant shall within five (5) days after demand execute any and all instruments requested by Landlord to evidence such subordination. Should Tenant fail to do so, Tenant hereby irrevocably appoints Landlord as Tenant's attorneys-in-fact to execute those instruments for and on behalf of Tenant.

11. UTILITIES

	Landlord	Tenant	Description
Electricity		X	CMP - Central Maine Power
Heating Oil			N/A
Natural Gas		X	Unitel
Sewerage	X		
Hot Water		X	Unitel
Cold Water	X		
Telephone		X	
Cable Television		X	
Air Conditioning		X	
Trash Removal		X	All trash must be put into city issued blue bags and put on the curbside on the cities designated day. Also, tenant will be given one recycling bin that must be returned at the end of their tenancy.
Yard Maintenance	X		
Snow Removal	X		

12. LOSS AND DAMAGE TO PERSONAL PROPERTY OF TENANT

Tenant agrees that it shall be Tenant's obligation to insure his personal property. Landlord shall not be liable for any loss of, damage to or destruction of property located in or about the Apartment occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water or theft by any person, whether or not an employee of Landlord. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming through or under Tenant by way or subrogation or otherwise, arising from the destruction of loss of or damage to any

Tenant offered by Tenant for the premises. The failure on the part of the Landlord to re-enter and repossess the premises or to exercise any of its rights hereunder upon default shall not preclude Landlord from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Landlord's right to terminate the Lease for non-payment of rent when due after the Lease has been properly terminated in accordance with this Lease and Maine Law. If Tenant or their guests shall violate, breach or be in default of any term or condition of this Lease. Tenant shall pay all costs and expenses incurred by Landlord in connection with its exercising any rights or remedies it may have under this Lease because of such violation or breach. The re-letting of Tenant's premises by Landlord shall not terminate or otherwise affect Landlord's rights against Tenant for damages including, without limitation, loss of rent.

A. Notice of Violation. Serious or repeated violations of the terms of this lease by Tenant can result in termination of the lease and eviction of the Tenant with seven (7) days' notice to Tenant. Except for failure to pay rent (see Paragraph B) or damage, nuisance, illegal acts (see Paragraph C) or dangerous actions by a Tenant (see Paragraph D) or serious or repeated violations as described above, if the Tenant does not abide by the terms of this lease the following will occur:

(1) The Landlord may deliver to the Tenant a written notice describing the violation and demanding that the Tenant cease the lease violation within 5 days of delivery of the notice.

(2) If Tenant does not comply within the 5 day period, Landlord may deliver to Tenant a second written notice that the lease will end within 7 days. On that day, the lease term terminates automatically and the Tenant must leave the residence and return the keys to the Landlord.

B. Eviction for Failure to Pay Rent. If the Tenant is 5 days or more late in paying the rent the Landlord may send a notice that states that the lease will end in 5 days, unless the Tenant pays all overdue rent or late charges, before that 5-day period ends. If the Tenant fails to pay the rent the lease term automatically terminates and the Tenant will leave the residence and return the keys to the Landlord

C. Eviction For Damage, Nuisance, Illegal Acts. If the Tenant, the Tenant's family or an invitee of the Tenant has caused substantial damage to the demised premises which Tenant has not repaired nor caused to be repaired, has caused a nuisance within the premises, has caused or permitted an invitee to cause the dwelling unit to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy/Lease Agreement, the Lease Agreement may be terminated by Landlord by seven (7) days' notice in writing to the Tenant.

D. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate threat to the health or safety of other residents or the Landlord or the Landlord's employees, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.

E. Notice of Termination. The Landlord must notify the Tenant in writing when the lease is terminated. This notice must be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant at the residence or by delivering a copy of the notice to the residence (by leaving a copy attached to the door or slipped under the door or other reasonable means) or to a person of suitable age and discretion residing within the residence or to the Tenant. Any notice sent by mail is effective two (2) days after it is mailed.

F. Attorney's Fees. The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement in accordance with 14 M.R.S.A. § 6030(3).

G. Upon any termination of this Lease, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (a) an amount equal to the then present value or the rent, including any amounts treated as additional rents hereunder, and other sums provided herein to be paid by

Tenant for the residue of the term hereof, less the fair rental value of the Apartment for such residue, as provided by law, (taking into account the time and reasonable expense necessary to obtain replacement tenant or tenants), and (b) the cost of performing any other covenants which would have otherwise been performed by Tenant.

18. INDEMNITY

Except to the extent caused by the negligence or willful misconduct of Landlord, its agents, servants, and employees, Tenant will defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including, but not limited to, attorneys' fees and disbursements) in connection with the occupancy or use by Tenant of the Apartment or any part of the Landlord's property or occasioned wholly or in part by act or omission of Tenant, any persons living with Tenant, or his or their contractors, agents or invitees. The provisions of this Section shall survive the termination or expiration of the term of this Lease. Unless, such damage is caused by the negligent acts or omissions or the willful misconduct of Landlord, or its agents, and then only to the extent of Landlord or its agents' negligence, neither Landlord, nor its agents, shall be liable for, and Tenant hereby releases them from all claims for losses sustained by Tenant, or any person claiming through Tenant resulting from any occurrence or condition in or upon the building.

19. EMINENT DOMAIN

If all or any part of the Apartment shall be taken by any competent authority for any public or quasi-public purpose or use, or a settlement or a compromise in lieu thereof be made, this Lease shall cease and terminate from the date when possession of the Apartment which is taken shall be required. Resident shall have no right to any damages awarded or settlement made.

20. COVENANT OF QUIET ENJOYMENT

Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing all of the provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Apartment during the term without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the building and the real estate upon which said Building is situated for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to finish the same when prevented from so doing by any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant, any persons living with the Tenant, or his or their contractors, agents, invitees, or any person claiming by, through or under Tenant.

21. END OF TERM

Tenant will, upon termination of this Lease, surrender the Apartment and all fixtures and equipment of Landlord therein in good, clean, and operating condition and in the same condition as when received, ordinary wear and tear excepted. At the time of vacating, Tenant shall clean the Apartment, including without limitation, cleaning the stove and refrigerator, and shall remove all trash from the Apartment. Carpet shampooing will be professionally done by the Landlord at the Tenant's expense, which is 25 cents (\$.25) per square foot of carpet. If the cleaning and removal of trash is not done by Tenant, Landlord may have that done at Tenant's expense. Upon vacating the apartment, Tenant shall deliver all keys thereto to Landlord immediately after vacating; should Tenant fail to comply, Landlord may charge Tenant for changing locks.

22. HOLDOVER

Tenant must give Landlord at least forty-five (45) days written notice prior to the end of Lease term of intention to renew or not renew this Lease. If such notice is given, the Lease Agreement will be renewed only at the discretion of the Landlord. If Landlord elects to renew the Lease, the Landlord must provide the Tenant with forty-five (45) days written notice of any rent increase prior to the termination of the Lease Agreement. If such notice is not given, this Lease agreement automatically terminates at the end of the term, and the premises shall be vacated on the termination date of this Lease or its anniversary date if the Lease was renewed prior thereto. If tenant requests to stay an additional month after lease term has ended Landlord will make the decision at the time of the request. If Landlord agrees to let Tenant stay for additional month there will be an additional charge of \$50.00 per month will be added onto Tenants current rental amount

23. EARLY TERMINATION

Provided Tenant is not in default hereunder, Tenant may terminate this Lease by giving Landlord at least forty-five (45) days prior written notice of such termination AND by paying with such notice a termination fee, equal to one month's rent. All rights of Landlord that have accrued prior to such termination including all rights relating to the condition of the leased premises shall survive such termination.

24. SECURITY DEPOSIT

Tenant has deposited with Landlord **One Thousand One Hundred Dollars (\$1,100)** hereunder as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease, including without limitation Tenant's duty not to damage the Apartment or any of Landlord's personal property located therein. Landlord shall have the right to apply any part of the whole of said security deposit to the curing of any default that may exist during the term of this Lease without prejudice to any other remedy which Landlord may have on account thereof. If Landlord uses any of such security deposit to fulfill obligations of Tenant hereunder, Tenant will deposit sufficient moneys so that said security deposit will be at all times equal in amount to one month's rent. No interest on the security deposit shall accrue in favor of Tenant. Landlord shall furnish any written statement as to the retention of a security deposit within thirty (30) days from the expiration of this Lease or the surrender and acceptance of the premises or the date upon which the Tenant actually vacates the premises. Security deposit cannot be applied by Tenant to any past rental payments or be used as the last month's rent.

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25. ASSIGNMENT OF RENTS

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on the apartment, Tenant agrees: (a) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any obligation of Landlord hereunder, unless such holder shall by written notice sent to Tenant, specifically otherwise elect; and (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Apartment.

26. LIENS

Tenant agrees to discharge promptly any lien against the Apartment and/or Tenant's interest therein, which lien may arise out of any payment due for or purposed to be due for, any labor, services, materials or equipment alleged to have been furnished to or for Tenant in or about the Apartment.

27. REAL ESTATE BROKER

Tenant warrants and represents to Landlord that it has not dealt with any real estate broker in connection with the consummation of this Lease. Tenant further agrees to indemnify and hold Landlord harmless

with respect to any claim for broker's commission or similar compensation brought by any person on account of Tenant's actions.

28. PETS

No animals, birds, reptiles or pets of any kind or nature whatsoever shall be permitted in the premises without prior written consent of Landlord. The granting of consent to others shall in no way be deemed the granting of consent to Tenant, nor obligate Landlord to grant consent to Tenant. Any consent so given may be revoked at any time.

29. RULES AND REGULATIONS

From time to time it may be necessary for Landlord to change the rules and regulations. Landlord will only do this to preserve the obligation of this agreement. In that event, Tenant agrees to comply with these rules. Water beds cannot be used in the premises without prior written consent. Consent will only be granted if Tenant provides proof of insurance coverage for possible resulting damages due to the use of water beds. Changes in rules and regulations shall be effective immediately upon delivery of a copy of the same either to Tenant personally or left at premises.

30. NOTICES

(a) Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or Tenant, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, as follows:

To Designated Manager: **Timothy Gebhardt**
20 Dow St. #1
Portland, ME 04102

to Tenant: At the address of the Apartment or to such other address as may from time to time hereafter be designated by one party to the other by like notice.

(b) After receiving written notice from any person, firm or other entity stating that it holds a mortgage on the Building, Tenant shall, so long as the mortgage is outstanding, be required to give such holder the same notice as required to be given to the Landlord under the terms of this Lease and it is further agreed that such holder shall have the same opportunity to cure any default and the same time within which to effect such cure as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Building.

31. ENFORCEABILITY OF LEASE

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant. All rights, obligations and liabilities herein give to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenant.

32. MISCELLANEOUS PROVISIONS

a) Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time. The consent or approval of Landlord to or of any action by Tenant

requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

(b) No act by Landlord shall be deemed a termination of this Lease or an acceptance of the surrender of the Apartment, and no agreement to terminate this Lease or accept a surrender of said Apartment shall be valid unless in writing and signed by Landlord.

(c) Invalidity of Particular Provisions. If any term or provision of this Lease, or this application thereof to any application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

(d) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

(e) Section Heading. The Section headings throughout this instrument are for reference only.

(f) "Tenant" Defined - Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to anyone thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord and Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, or a group or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in case fully expressed.

33. RULES AND REGULATIONS

Tenant further agrees to conform to the following provisions during the entire term of this Lease:

(A) Tenant may use the sidewalks adjacent to the Apartment or the hallways in common with others only for ingress and egress to and from the Apartment and shall not in any event place receptacles, bicycles, or any other articles or obstructions in or upon any common areas.

(B) No dirt, waste, trash, or other substance or article may be swept, thrown, or disposed of from the Apartment or from any portion of the Building except in accordance with rules established by Landlord from time to time.

(C) Tenant shall not perform any act or carry on any practice or permit any act or practice which may damage the apartment or any portion of the Building.

(D) Tenant will not use the Apartment or allow it to be used for any disorderly or unlawful purposes or in any manner offensive to others (including, without limitation, causing offensive odors, including cigar or cigarette interference with the rights, comfort, safety, or enjoyment of any other tenant in the Building.

(E) No article may be hung or shaken from the windows, doors, porches, and balconies of the Apartment or of any portion of the Building.

(F) Tenant shall not smoke anywhere in Building.

LANDLORD

BY:

[Signature] 7-2-15
The Designated Manager

[Signature] DATED

Tenant

[Signature] DATED 7/2/15
Tenant