



CITY OF PORTLAND HOUSING SAFETY OFFICE

www.portlandmaine.gov/housingsafety
 housingsafety@portlandmaine.gov

Portland City Hall, Room 26
 389 Congress Street
 Portland Maine 04101
 (P) 207-756-8131 (F) 207-756-8150

**RENTAL HOUSING
 REGISTRATION FORM**

Revised
 11-30-2015

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Chapter 6, Article VI of the City of Portland Code of Ordinances requires owners and managers to register rental units with the City of Portland Housing Safety Office. A rental unit is any portion of any residential structure that is rented or available to rent for any length of time to an individual(s) who is not the owner(s). Registration is due annually by January 1 of each year beginning January 1, 2016 and within thirty (30) days of purchasing a property used for rental. The registration fee is \$35 per individually rented room and/or dwelling unit. Failure to register may result in a fine.

Complete the **Rental Housing Registration Form** and **Owner's Pre-Inspection Checklist** for each rental property (multiple rental units at the same property with the same owner can share the same form) and return to the City of Portland Housing Safety Office by email to housingsafety@portlandmaine.gov as a digital PDF along with any scanned attachments. Paper and scanned forms will be accepted by fax, mail, and in person; however, digital PDF forms are preferred. After the registration information and fee discount documentation has been verified, an invoice for payment will be sent by email to the party certifying registration entered below.

SECTION 1: PROPERTY INFORMATION

Street Number	Street Name	Tax Account Number	CBL- Chart, Block, Lot Number (e.g. 001A_ _A001)
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SECTION 2: OWNER INFORMATION

Owner(s) First Name	Owner(s) Last Name	Primary Telephone Number
Mailing Address		Email Address
Owner is a/an: Individual(s) Partnership Corporation LLC Other, please explain:		

SECTION 3: AUTHORIZED AGENT (if different than owner)

All properties must have an authorized agent for purposes of service. If property owner is a partnership, corporation, LLC or any other form of business entity, the authorized agent must be an individual who resides in the State of Maine.

Registered Agent First Name	Registered Agent Last Name	Telephone Number
Mailing Address		Email Address

SECTION 4: PROPERTY MANAGER (if different than owner)

Property Manager Name	Telephone Number
Mailing Address	Email Address

SECTION 5: EMERGENCY CONTACT

Emergency Contact Name	Telephone Number
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SECTION 6: RENTAL UNIT REGISTRATION

If known, list unit numbers and/or room numbers of the rental units being registered (e.g. apartment number 1,2,3, 4-11)	Number of rental units registering
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To the best of my knowledge, I certify that the information being registered is true and correct.

Name (print only)	Telephone Number
Relationship to Property	Date
	Email Address



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SECTION 7: FEE DISCOUNTS *(The total discount may not exceed \$20.00 per rental unit)*

Discount Requested	Attach Required Verification Documents	Discount	Number of rental units for which a discount is being requested
Fully Sprinklered Building	Testing Report OR Maintenance Report OR Maintenance Contract	\$10.00/unit	
Centrally Monitored Fire Alarm	Fire Department Logs OR Alarm Contract	\$7.50/unit	
Housing Quality Standard (HQS) Inspection	HQS Inspection Report From Preceding Year	\$5.00/unit	
Uniform Physical Condition Standard (UPCS) Inspection	UPCS Inspection Report From Preceding Year	\$10.00/unit	
No Smoking Lease	Copy of Signed Lease	\$2.50/unit	

DID YOU COMPLETE:

Rental Housing Registration Form
 Owner's Pre-Inspection Checklist
 Attach all fee discount verification documents if requesting discount

EMAIL ELECTRONIC FORMS AND ATTACHMENTS TO:

housingsafety@portlandmaine.gov

PAYMENT INFORMATION:

Following verification of registration information and fee discount documentation you will receive an email sent to the email address of the party certifying registration (found at the bottom of the first page).

Pay the invoiced amount to complete your rental housing registration:

- in person by cash, check, or credit card;
- by mail by check; or
- online by credit card or check.

FOR MORE INFORMATION:

See www.portlandmaine.gov/housingsafety

PAYING BY CHECK:

Make checks payable to: City of Portland, Housing Safety
PLEASE NOTE INVOICE NUMBER, TAX ACCOUNT NUMBER, OR CBL ON CHECK

FOR OFFICIAL USE ONLY

CBL- Chart, Block, Lot Number Account Number	Total Number of Rental Units Registering	
	Registration Fees (\$35 x Number of Rental Units)	
	Total Fee Discounts (not to exceed \$20.00 per rental unit)	
	TOTAL FEES DUE	



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**OWNER'S
 PRE-INSPECTION CHECKLIST**

Revised
 11-30-2015

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This pre-inspection checklist will help prepare you for your initial basic life safety rental housing safety inspection.

Complete this checklist and return it with your Rental Housing Registration Form.

BUILDING INFORMATION			
Tax Account Number	CBL- Chart, Block, Lot Number (e.g. ### X __ X #####)	Street Number	Street

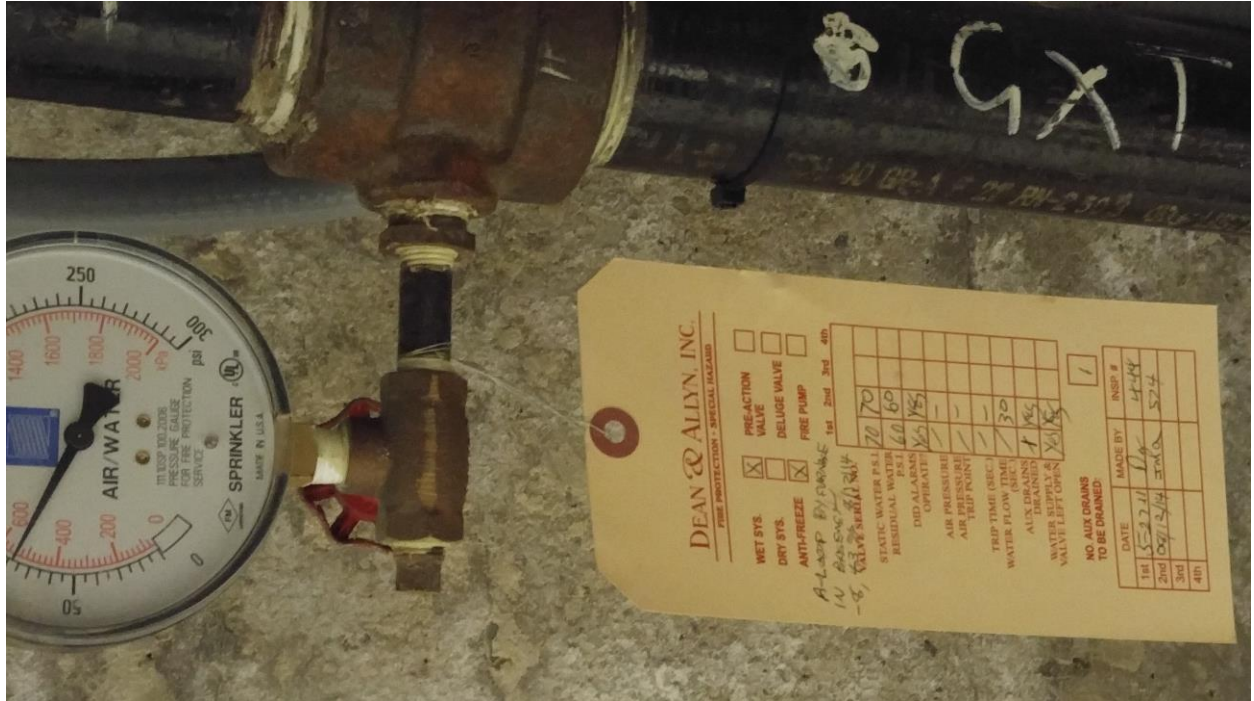
LIFE SAFETY CHECKLIST		YES	NO	NA	Comments
1.1	Is there a working smoke alarm (detector):				
	a. On each level of the building and dwelling unit and in the vicinity of each bedroom, including the basement?				
	b. In each bedroom?				
1.2	Is there a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit including the basement?				
1.3	Does each dwelling unit have two separate ways out?				
1.4	Are all ways out of the building:				
	a. Free of obstructions?				
	b. Automatically or permanently lighted?				
	c. Have doors that are fire-rated, self-closing, easily opened, and able to be used?				
	d. Discharge at the ground level?				
1.5	Do all exit stairways have handrails that are securely mounted?				
1.6	If there is only one way out of a dwelling unit, does each bedroom have a window that can be easily opened and is large enough for emergency rescue or escape?				

NA – not applicable

CODE REFERENCE (NFPA 101, City Code of Ordinances Chapter 6 and 10)	
Question	Code Explanation
1.1	There must be a working smoke alarm (detector) on each level of the building and dwelling unit including the basement and in the immediate vicinity of each bedroom or room used for sleeping as well as in each bedroom.
1.2	There must be a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit.
1.3	Each dwelling unit must have access to at least 2 separate ways out of the building that are not located close together unless the unit has an exit door opening to the outside at ground level, an enclosed stair used only by that unit opening to the outside at ground level, or access to an outside stair that serves no more than 2 units.
1.4	The way out of the building cannot be used for storage or trash containers. The way out of a building must be permanently lighted or by lighted by automatic means. Doors leading from a dwelling unit to a stairwell must be self-closing and fire rated. Locks or door hardware must be easy to use when leaving the building. Exits must lead to the ground level, not the basement.
1.5	All stairs must have handrails that are easy to grasp and that are securely mounted at a height between 34" and 38" measured from the leading edge of all treads, vertically to the handrail.
1.6	Each bedroom must have a window that can be opened without using tools or special knowledge. The opening of the window must be at least 20" wide and 24" high and provide an opening of 5.7 square feet. The bottom of the opening must be less than 44" above the floor.

Documentation of Fire Sprinkler System for 234 Eastern Promenade

Note: Portland Water District Fire Protection account is: 201730-03





Re: CONTRACT FOR RENTAL & PROPERTY MANAGEMENT SERVICES

This Agreement dated **June 22, 2015** is made by and between **David Roberts** ("Owner") whose legal address is: **234 Eastern Promenade A5, Portland, ME 04101** and **Aquarius Property Management, LLC** ("Manager") whose legal address is **19 South Street Suite #5, Portland, Maine 04101**.

PROPERTY TO BE MANAGED UNDER THE TERMS OF THIS AGREEMENT:

Owner hereby employs Manager to lease and Manage Owners property(s) located at: **234 Eastern Promenade A5, Portland, ME 04101**

Details of the property are listed in Appendix A:

TERM OF CONTRACT:

The term of this Agreement shall commence with the date of its execution. The primary term of this Agreement begins and ends as follows:

Contract Commencement Date: **June 22, 2015** Contract Expiration Date: **September 30, 2015**

1. **DUTIES OF MANAGER:** In order to properly manage and lease Property, Manager will have the following duties and responsibilities
 - a. **Renting of Property:** Manager will use its best efforts to attract and retain tenants for Property. This includes but is not limited to listing property on Manager Website, maintaining an active listing on Craigslist and any other rental website as contracted for by Owner. Additionally, Manager will equally promote Property with other listings managed by Manager when discussing options with potential renters and corporate accounts.
 - b. **Tenant Relations:** Manager will handle all Tenant relations from the onset of reservation, move-in, occupancy support, vacating the property, and return of deposits. Manager will negotiate on behalf of the Owner all written agreements with Tenants with respect to leases, rental agreements, rental amounts, pet deposits, parking fees, and cleaning fees.
 - c. **Repairs and Maintenance:** Manager will perform all necessary tasks as required for the proper management upkeep and operation of property as is customarily performed by a manager for this type of property. This includes scheduling professional cleaning services during occupancy and during tenant turnovers, dispatching contractors for emergency situations, and overseeing contractors per Owner's direction. No expenses will be incurred for such matters in excess of one hundred dollars (\$100.00) for any single item without the express consent of Owner.
 - d. **Emergency Repairs:** Render emergency repairs, when Owner is not readily available, as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the premises or the safety of the tenants and occupants thereof or are required to avoid the suspension of any necessary services to the premises.

2. **FINANCIAL DUTIES OF MANAGER:** Manager will work closely with Manager accountant and book-keeper to ensure all financial duties are fulfilled.
 - a. **Collection of Deposits, Rents, and Fees:** Manager will collect the rents and other income from property promptly when such amounts come due, taken all necessary steps to collect same and performing all reasonable acts on behalf of Owner for the protection of Owner in collection of such amounts.
 - b. **Expenses:** All expenses incurred in connection with the upkeep of Property are billable to, or paid directly, by Owner. No expenses will be incurred for such matters in excess of one hundred dollars (\$100.00) for any single item without the express consent of the Owner, except where required during emergency. Any and all adverse conditions will be reported directly to the Owner.
 - c. **Financial Records:** All monies collected by Manager will be deposited into a separate account or accounts as required by Owner. Such monies of Owner will not become comingled with funds of Manager. Manager may withdraw monies from such accounts as necessary to properly perform this contract and in payment of compensation as required by this contract. Manager will provide Owner with monthly and annual statements accounting for all expenses and will open to the Owner, upon demand, its records related to property.
 - d. **Payments to Owner:** Manager will make payments to Owner monthly from the funds being held by Manager. Such payments will be made by the 25th of the month for rents paid during the current month.
 - e. **IRS Reporting:** Manager is required by the State of Maine to issue a 1099 to all Owners on income received for Property. Where applicable Manager will collect State of Maine Lodging Tax and will remit this Tax to the State of Maine Department of Revenue.

3. **DUTIES OF OWNER:** Owner is responsible for the following:
 - a. **Documents and Records:** Owner gives the Manager authority and power and agrees to permit Manager to act as necessary to carry out their duties. Owner will provide all necessary documents and records and fully cooperate with Manager in all matters with respect to this contract.
 - b. **Insurance:** Owner will provide Manager with evidence of insurance, of which evidence Manager will examine to determine the adequacy of coverage. If necessary, Manager may make changes in the insurance or purchase additional insurance upon the approval of Owner.
 - c. **Employees and Contractors:** Owner is responsible to employ, supervise, discharge, and pay all employees or independent contractors whose services are reasonable required in the property management and operation of Property, unless otherwise agreed upon to delegate such duties to Manager.
 - d. **Repairs and Maintenance:** Owner agrees to maintain Property in quality condition to retain its rentable status. Owner will contract for or undertake the making of all necessary repairs and the performance of all other necessary work for the benefit of Property including all required alterations to properly carry out this contract. All repairs and maintenance will be done in a timely manner.
 - e. **Utilities and Other Expenses:** Owner will pay all operating expenses and such other expenses, as related to the Property
4. **SCHEDULE OF FEES AND SERVICES:** Owner will pay Manager as full compensation for the services as defined in Appendix B
5. **CONTRACT RENEWAL OR EXTENSION:** This Agreement will not automatically renew at the Contract Expiration Date. This Agreement can be renewed subsequent to a review by both parties and provided both parties are in agreement. Said review will be conducted by phone or in person between Manager and Owner, not less than **sixty (60) days** prior to the Contract Expiration Date. Whereas both parties are in agreement to renew the contract, a new agreement will commence with the date of execution of a new contract. **Extension:** Whereas Owner or Manager does not wish to renew the contract, and where the contract end date does not coincide with the end date of any existing leases, the Contract Expiration Date may be extended to coincide with the lease end date.
6. **NON-RENEWAL OF CONTRACT:** Refusal to renew this Agreement may be done by either the Owner or the Manager sixty days prior to the Contract Expiration Date. Where the Agreement is not renewed by the Owner, such notice in order to be effective must be accompanied by payment to the Manager of a non-renewal fee in an amount equal to one month's management fee, and said notice must provide the trust account address and number into which the Manager is to deposit any tenant's security deposits which the Manager has been keeping. Failure to provide the list of the new trust account shall result in the Manager returning the funds to the Tenant(s) as directed by law. Such non-renewal shall not release the indemnities of the Owner as set forth above and shall not terminate any liability or obligation of the Owner to the Manager thereunder. Such non-renewal will not release nor relieve Owner of its responsibility for payment to Manager of expenses and management fees for the duration of remaining lease terms, as well as scheduled future rentals.
7. **CONTRACT TERMINATION: This agreement may be terminated at any time and will be subject to a termination fee(s).**
 - a. **Owner Termination of Agreement:** This agreement may be terminated at any time by Owner upon giving Manager a sixty (60) day written notice. In the event that this agreement is terminated for cause or not, said termination will not release nor relieve Owner of its responsibility for payment to Manager of expenses and management fees for the duration of remaining lease terms, as well as scheduled future rentals.
 - b. **Manager Termination of Agreement:** This contract may be terminated at any time by Manager upon giving Owner a written notice. Upon notice to terminate, Manager will provide Owner with final financial report, along with remaining rents on hand minus management fees and funds needed to cover all outstanding expenses. Manager will transfer any tenant security deposits to Owner, minus relevant deductions per the lease agreement. Such termination shall not release the indemnities of the Owner as set forth above and shall not terminate any liability or obligation of the Owner to the Manager thereunder.
 - c. **Transfer of Contract:** The Contract is non-transferrable to another party. In the event property is sold during the term of the contract, Owner will exercise the terms of the agreement as outlined in Section 6.A Owner Termination of Agreement.

8 INDEMNITY

It is understood and agreed that the Manager, its officers, employees and subcontractors, shall have no liability whatsoever except for injury, loss or damage directly caused by or through its or their negligence. The Property Owner hereby agrees to indemnify and hold harmless the Manager, its officers, employees, subcontractors, if a claim proceeding or suit is brought against the Manager, its officers, employees or subcontractors except for injury, loss or damage caused by or through its or their negligence.

The Property Owner agrees to pay all expenses incurred by the Manager, including, but not limited to, reasonable attorney's fees and Manager's costs and time in connection with any claim, proceeding, or suit involving an alleged violation by the Manager or the Property Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rental control, taxes or fair housing, including, but not limited to any law prohibited, or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, familial status, or physical handicap; provided, however, that the Property Owner shall not be responsible to the Manager for any such expenses in the event the Manager is finally adjudicated to have personally, and not in a representative capacity, violated any such law.

Nothing contained herein shall obligate the Manager to employ counsel to represent the Property Owner in any such proceeding or suit. The Property Owner also agrees to pay reasonable expenses (or an apportioned amount of such expenses where other employers to the Manager also benefit from the expenditure) incurred by the Manger in obtaining legal advice regarding compliance with any law affecting the Premises or activities related thereto.

9. **DEFAULT**

If either party breaches the contract, the non-performing party will have seven (7) days to address and rectify the breach. If issue is not resolved within the time frame, the performing party has the right to terminate the contract.

10. **NOTICES**

All written notices to Owner or to Manager may be addressed and mailed, by United States registered mail, to the address above written.

11. **MODIFICATION**

This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

12. **BINDING**

This contract is binding upon the parties hereto, their representatives, successors and assigns.

By
OWNER
Owner Social Security # or Tax ID:

2 -

2

By:
OWNER
Owner Social Security # or Tax

Date:

By:
MANAGER: Aquarius Property Management, LLC
Tax ID: 26-2019235

Date:

By:
Aquarius Property Management, LLC
Tax ID: 26-2019235

Date

Similarly, the Manager agrees to indemnify and hold harmless the Property Owner from and against any all claims, actions and judgments arising directly from the negligence of the Manager.

APPENDIX A: RENTAL PROPERTY DESCRIPTION

Rental Property Owner:	David Roberts										
Property Owner Legal Mailing Address:	234 Eastern Promenade A-5 Portland, ME 04101										
Property Owner Social Security Number:											
Physical Address of Property:	Same										
Property Type:											
Number of Levels	1										
Number of Bedrooms	2										
Number of Bathrooms	2										
Square Footage	1300										
Parking Spaces included with rental	1										
Storage Space(s):	0										
Rental Type	Furn short-term										
Rental Term											
Utilities Included:	<input checked="" type="checkbox"/>	Electric	<input checked="" type="checkbox"/>	Heat	<input checked="" type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Gas	<input checked="" type="checkbox"/>	Basic Cable Service	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	WiFi									
Rental Features – Air Conditioning:	A/C Window Units		Central A/C		Not Provided						
Rental Features – Laundry:	<input checked="" type="checkbox"/>	W/D in Unit									
Rental Features – Appliances/Electronics:	<input checked="" type="checkbox"/>	Stove/Oven–Gas/Electric		<input checked="" type="checkbox"/>	Refrigerator						
	Dishwasher	<input checked="" type="checkbox"/>	Garbage Disposal	<input checked="" type="checkbox"/>	TV	<input checked="" type="checkbox"/>	DVD Player				
Pet Policy:	Cat	<input type="checkbox"/>	Dog	<input checked="" type="checkbox"/>	No Pets						
Smoking Policy:	<input type="checkbox"/> Smoking Allowed <input checked="" type="checkbox"/> Smoking Not Allowed										
Trash Disposal	Owner Responsible		<input checked="" type="checkbox"/> Tenant Responsible								
Snow Removal	<input checked="" type="checkbox"/>	Owner Responsible		<input type="checkbox"/> Tenant Responsible							
Grounds Keeping:	<input checked="" type="checkbox"/>	Owner Responsible		<input type="checkbox"/> Tenant Responsible							

By: *L*
 OWNER *DAVID ROBERTS*

By:
 MANAGER: Aquarius Property Management, LLC Date

APPENDIX B: SCHEDULE OF SERVICES AND FEES (with Management Services Only)

Property Address: 234 Eastern Promenade A5 Portland, ME 04101

Initial Account Set-Up: \$800 Fee is due upon signing of contract **Waived**

The Initial Account Set-Up fee includes the following services:

1. Initial consultation with Owner
2. Development of Property profile and rental price
3. Rental market analysis to determine fair market value
4. Recommendations for improvements to maximize rental income potential
5. Guidance on ensuring dwelling is in compliance with State and local code rental regulations
6. Set up Owner and Property account information in APM Property Management Software System
7. Photograph Property
8. Set up listing on APM Website
9. Create website advertisements on Craigslist
10. Create Postlet account for advertising on multiple websites (including Trulia, Zillow, and Hotpads,)
11. Develop reference guide for new tenants to assist with orientation and general understanding about the property and surrounding area (trash, parking, etc)

Additional advertising: (Optional) Homeaway, VRBO, Corporate Housing by Owner (CHBO): \$500

Includes advertising fee as charged by the listing website, and administrative services for preparing the advertisement as required to conform with the websites layout.

Mandatory Initial Cleaning and/or after Owner Vacates: \$25.00 per hour

Our well trained cleaning professionals will do a thorough deep cleaning of the rental unit to disinfect, sanitize, and clean the premises from top to bottom. During the cleaning our staff is meticulous, detailed, and will make sure nothing goes untouched. This deep cleaning is required as part of the make ready process. Our goal is to get to a level where we can easily and efficiently maintain the property according to "our" white glove standard of clean.

Subsequently, each new tenant is charged a cleaning fee to be applied to cost of the departure cleaning after they vacate. When the owner decides to discontinue renting, the property will be thoroughly cleaned before turning the unit back over to the owner.

Management Fees

Single Unit

- Lease Term of six months or more; Fee: 12% of annualized gross rent, paid monthly for term of lease
- Lease Term of less than six months; Fee: 15% of monthly rent , paid monthly for the term of the lease

Management Services Included in Management Fee

Tenant Relations and Property Issues:

1. Manage move in/move out
2. Prepare Property for new tenants
3. Orient and educate new tenants
4. 24/7 availability for tenant contact for problems and maintenance
5. Respond to property maintenance and repair issues
6. Facilitate proper tenant departure upon notice to vacate
7. Administer security deposit refund, according to State of Maine Security Deposit Law Requirements

b Rental Income Management:

1. Collect rents, deposits and fees
2. Monthly distribution of funds and statement to Owner
3. Payment to Management Company for services and reimbursement for other expenses incurred and paid for on behalf of the Owner.

c Lease Management:

1. Administer Lease Renewal for Tenants wishing to extend
2. Advertise Vacancy if necessary
3. Respond to inquiries and screen prospective tenants
4. Schedule showings (includes coordinating with existing tenant)
5. Meet prospective tenants
6. Follow-up with prospective tenants
7. Administer rental application process, including background check
8. Notify selected tenant
9. Administer lease documents, agreements and collection of security deposit
10. Coordinate Move In Logistics

Property Maintenance and other services beyond the scope of the above outlined services:

Services performed by APM, will be billed @ \$35 per hour or \$20 for a half hour, for services beyond normal management duties, and outside the scope of the services outlined above. When a non-APM employee performs services, and when possible, services for property maintenance will be billed directly to owner by contractor.

DAVID FOBERTS

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