

APARTMENT LEASE

This Lease made this day of September 3, 2015 by and between Christopher G. Korzen of 1 Grant Street, Portland Maine 04101 ("Landlord") and Anna-Marie Brown, jointly and severally, now or soon to be of 1 Grant Street, Apartment 3, Portland, Maine ("Tenants")

The parties agree:

1. Description of Premises. The Landlord hereby leases to the Tenants and the Tenants hereby lease from Landlord the following premises (the "Premises"): **1 Grant Street, Apartment 3, Portland, Maine.** The lease includes all appliances located in the subject apartment and 0 parking space(s) as set forth herein. Use of common areas may be limited or restricted at the sole discretion of Landlord.

2. Term. This Lease shall be for a term beginning on September 1, 2015 and ending on May 31, 2016.

Notwithstanding the foregoing, this lease shall be canceled if the Landlord sells the Premises, and the Tenant(s) shall vacate the Premises in accordance with any purchase and sale agreement between the Landlord and its buyer.

3. Rent. The Tenants shall pay, without demand, as rental for the premises the sum of \$7,600.00 due in eight payments of \$950.00 per month, each due on the first day of each and every month thereafter, payable to Landlord at 1 Grant Street, Portland Maine 04101. Receipt of the first month's rent is hereby acknowledged.

The Tenants shall pay an additional \$50.00 per month for provision of on-site laundry services. The tenant shall pay this additional rental payment only for each month following the month in which a combination washer/dryer is installed and functional in the unit.

If Tenants fail to pay any portion of the Rent or any other payment required under this Lease within fifteen days after it shall be due, Tenants agree to and shall pay an additional sum of four percent (4%) of the amount not timely paid for the first month (retroactive to the first day of the month) and for each month or portion thereof for which said rent payment is not paid, as a late charge. Nothing herein shall be deemed Landlord's consent to a late payment and the accrual or payment of a late charge shall not constitute a waiver of default.

Rent payments received by Landlord shall first be applied to accrued late charges, then to other non-rent charges due and finally to the base rent set forth above.

If Tenants fail to promptly pay rental payments and is delinquent for a period of five days after the payment due date, Landlord may serve a Notice to Quit on the fifth day. Service shall be served consistent with the service requirements (only) established by 14 MRS § 6002(1). If the delinquent rent is not paid within five days after service of the Notice to Quit this Lease shall immediately terminate and the Tenant shall remove all personal possessions and vacate the property. Failure to vacate the premises as herein provided shall subject the Tenant to immediate

prosecution of an action for forcible entry and detainer without further notice. The party prevailing in a contested hearing to enforce this Lease shall be awarded attorney fees related to enforcement of the Lease upon a finding of wanton disregard of the terms of the lease.

4. Utilities. Landlord shall pay all charges for natural gas heat, water/sewer and hot water for the entire building. Landlord shall pay for furnished appliance maintenance at its expense, except that Tenant is solely responsible for all costs arising from or related to damage to an appliance caused by the Tenant or the Tenant's guest(s).

Tenants shall pay all charges for all other utilities and services supplied to the Premises during the Tenant's occupancy of the Premises.

Landlord and tenant shall be mutually responsible for all snow shoveling and removal. Notwithstanding the foregoing, the Landlord shall leave sand and salt at all doorways during winter months and the Tenant is responsible for their prudent use.

5. Occupancy. The premises shall be used solely as a residence and for no other purpose. **The only people authorized to occupy the Premises except for reasonable visitations are:**

Anna-Marie Brown

Occupancy by anyone except the person(s) specified about is a material default of this Lease. The Landlord shall not be deemed to have waived any such default no matter how long the unauthorized person(s) occupies the Premises. The Tenant acknowledges a duty to prevent unauthorized persons from occupying the Premises and a duty to inform the Landlord immediately when unauthorized person(s) occupy the Premises.

If any person(s) other than the Tenants regularly occupies, resides or stays overnight in the Premises for 10 days or more in any 30-day period, whether continuously or otherwise, then Tenants (a) shall be in a material default of this Lease; and (b) the Authorized Tenants shall pay, on the first day of the following month, as additional rent, the sum of Five Hundred (\$500.00) on account of each such person for each month or portion thereof in which such person remains in the Premises. Nothing herein shall be deemed to authorize, consent or permit any other person to so reside or remain in the premises except upon the prior written consent of Landlord and any such person so remaining in the premises shall not be deemed a Tenant, tenant-at-will or otherwise, but shall, upon the election of Landlord, be deemed a trespasser upon the Premises and shall be subject to removal without notice and without judicial process. In the event Landlord give consent as set forth above, said consent shall be revocable at the sole discretion of Landlord upon five days notice and without cause.

6. Pets. Tenants are allowed no more than two cats as pets. No other pets shall be permitted to on the premises. If Tenants fail to adhere to any of the conditions contained in this paragraph, Landlord, at his sole discretion, shall either require Tenants to remove all pet(s) from the premises permanently or declare this Lease in default.

7. Compliance with Law. Tenants shall fully comply with the requirements of all statutes of the State of Maine and all ordinances of the municipality of Portland with regard to the use and occupancy of the leased Premises.

8. Maintenance, Alterations and Improvements. Tenants shall maintain the premises in as good order and condition as they are in at the beginning of the term of this Lease. Tenants shall make no alterations, improvements, repairs or additions in or to the premises without the prior written consent of the Landlord. No painting, installation of carpeting, wall papering, refinishing, plastering, nailing, boring or screwing on or into the woodwork, walls, floors, windows or window frames or sills, ceilings, plaster or otherwise shall be done without the prior consent of Landlord. Tenants may hang picture frames, mirrors and the like in a reasonable manner but solely by the use of picture hangers or hooks and not nails, screws, tape, adhesives or similar fasteners. Notwithstanding the foregoing, Tenants shall be required prior to the expiration of the lease term to patch and sand smooth any holes made by them.

9. Entry for Inspection and Repairs. Tenants shall permit the Landlord to enter the premises at all reasonable times to examine the condition thereof or to make repairs or alterations.

10. Default. If Tenants fail to pay any payment due under this Lease within five days after it is due, or if Tenants remain in default in the observance, payment or performance of any other provision, term or condition of this Lease fifteen days after notice to Tenants of any such default, or if any conduct of the Tenants or any occupants of the premises shall be objectionable to Landlord or constitute a nuisance, if the Tenants cause, permit or suffer any waste to the Premises, then Landlord may at his option immediately terminate this Lease and this Lease shall be forfeited. Upon such termination, Landlord may reenter and take possession of the premises without notice to Tenants and may remove all persons and property from the premises. Should Landlord elect to terminate the Lease for any of the above reasons, Tenants agree to immediately surrender and deliver possession of the premises to Landlord. In case of such termination, Landlord shall attempt to relet the premises for the remainder of the term for a reasonable amount of rent and shall recover from Tenants any deficiency between the amount so obtained (if any) and the rent herein reserved.

11. Abandonment of Premises. If the Tenant is continuously absent from the Premises for seven or more days without prior notice to the Landlord while rent is unpaid, the Tenant agrees that the Landlord may, in the Landlord's discretion, declare the Premises to be abandoned and this Lease to be terminated. In such case the Landlord may enter the Premises and treat all personal property onsite as abandoned consistent with applicable law.

12. Release of Liability. Landlord shall not be liable to Tenants for any damage or injury to the Tenants or any other occupant of or visitor to the premises or to any property of any such persons at or upon the premises, unless the same shall be caused by negligence of the Landlord.

13. Tenants Duties on Termination. Upon the termination of this Lease, Tenants shall deliver the premises to Landlord in as good condition as the same are in as of the commencement of the term of this lease, ordinary wear and tear excepted. In addition, Tenants shall deliver the

premises in clean and habitable condition including the cleaning of all bathroom and kitchen fixtures and appliances.

14. Security Deposit. At the time of the execution of this Lease, Tenants shall deposit with Landlord the sum of \$1,000.00 which a security deposit. No interest shall be paid to Tenants on account of said payment.

15. Assignment and Sublease. Tenants shall not assign this Lease or sublease any portion of the premises without the prior written consent of the Landlord under this Lease. Tenants acknowledge that Landlord's agreement to undertake this Lease is based upon the personal and financial background and character of Tenants. Any attempt to assign or transfer this lease or to sublet all or part of this Lease shall constitute a default of this Lease and Landlord shall be entitled to terminate this Lease.

16. Condition of Premises. Tenants acknowledge that they have examined the premises, including all existing fixtures and appliances, the grounds and all buildings and improvements, and that they are accepted, as of the commencement of the term of this lease, in good order, repair, and are in safe, clean, tenantable and habitable condition. Tenants agree that they will keep the premises clean and orderly during the term of their tenancy.

17. Showing the Apartment for Rental or Sale. During the last sixty days of this Lease term, as it may be renewed or extended, Landlord or Landlord's agent may display the usual "For Rent" or "Vacancy" signs on the Premises and of showing the property to prospective tenants at reasonable hours during the day. During this period, Landlord shall, where practicable, provide Tenants or any of them with at least 24 hours' advance notice of any showing. The Landlord shall provide similar notice at any time the Landlord wishes to show the Premises for sale.

18. Common Driveway and Parking. Landlord offers onsite parking as a courtesy and Tenant acknowledges that such courtesy forms no component of the rental price or value of the Premises. Subject to the conditions and reservations stated in this paragraph Tenant may have use of 0 driveway space(s). Tenant shall not block the common driveway serving the Premises. In the event of a snow storm, Tenant's vehicle shall be removed from the Premises to facilitate snow plowing. No cars may be parked on the grass. All vehicles parked at the Premises must be registered and fully-operable; non-compliant vehicles will be towed at the owner's expense. The Landlord cannot guaranty unimpeded access to the parking area at any time. Parking privileges may be withdrawn without advance notice.

19. No Fireplace, Wood Stove, Auxiliary Heating or Fireworks. No use or installation of any fireplace, wood stove, gas, electric, kerosene, coal or other stove, furnace or heater is permitted. The possession or use of fireworks by the Tenants or their invitees in the Premises or on the property where the Premises is located is prohibited and is grounds for seven-day Notice of Termination based on dangerous condition.

20. Subordination. This Lease and Tenant's leasehold interest are and shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter voluntarily placed on the Premises by Landlord, all advances made under any such liens or encumbrances, interest payable

- * Property Condition check-list
- * Bedbug Addendum
- * Radon Disclosure
- * Radon Pamphlet


In witness whereof, the parties have executed this Lease in duplicate at Portland, Maine on the date first written above.

Landlord:



Christopher G. Korzen

Tenant(s):



Print Name: Anna Brown

Print Name: