

MAINE RESIDENTIAL LEASE

469 Cumberland Avenue

Some lease sections allow you to write in additional information. For these sections if you have no additions write in "None" or "N.A." (for "Not Applicable"). Both parties should read this lease carefully and agree with all provisions before signing it. If there are provisions you want changed or added, cross out or write in. Then both parties should initial the changes. Each party should receive a copy of the signed lease.

1. PARTIES TO THE LEASE

The parties to this lease are:

LANDLORD

TENANT

Kevin Butterfield
142 High Street, Suite 521
Portland, ME 04101

Christine Stevens and Sam McNutt
469 Cumberland Avenue #6
Portland, ME 04101

RESIDENCE LOCATION

This residence is an apartment located at **469 Cumberland Avenue, Unit 6**

2. LENGTH OF LEASE

- A. Rental Period. The Landlord will rent this apartment to the Tenant for Twelve and ½ months commencing on **April 1, 2015**, and terminating on **March 31, 2016**. Payment for the first month of tenancy of pro-rated, discounted amount of **\$570** has been received.
- B. Extended Stay. If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "**tenancy at will**" and the tenant will rent from month-to-month. All terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party at least 30-days written notice. This notice must expire on or after the date through which rent has been paid. The first month's rent of this Extended Stay lease is due **on the day after** the Initial Rental Period (paragraph A) ends.
- C. No Extended Stay. The landlord can refuse to allow the tenant to become a month-to-month tenant at the end of the lease. To do so he must so inform the tenant at least 30 days before the end of the initial Rental Period (paragraph A). The tenant must then leave the residence no later than the last day of the Initial Rental Period.

3. SECURITY DEPOSIT

- A. Amount of Security Deposit. The Tenant has paid the Landlord **\$1,140** as a Security Deposit. The Security Deposit is in addition to rental payments and should not be substituted for unpaid rent. The Landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains the Tenant's money. The Landlord will keep the Security Deposit separate from the Landlord's own money. The Landlord will not require a Security Deposit of more than two months rent.

B. Return of the Security Deposit. This Security Deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence and for the actual costs of unpaid rent or other charges owed the Landlord and agreed to in this lease or the cost of storing and disposing of unclaimed property. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord will return the entire Security Deposit to the Tenant at the end of the lease if the following conditions are met:

- (1) The apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the Tenant or the Tenant’s family, invitees or guests;
- (2) The Tenant does not owe any rent or utility or other charges agreed to in this lease which the Tenant was required to pay directly to the Landlord; and
- (3) The Tenant has not caused the Landlord expenses for storage and disposing of unclaimed property.

If the Landlord deducts money from the Tenant’s Security Deposit, the Landlord will provide the Tenant a list of the items for which the Tenant is being charged and return the balance of the Security Deposit.

The Landlord will return the Security Deposit, or the remaining balance, to the Tenant no more than thirty (30) days after the tenancy ends.

4. RENT PAYMENTS

A. Rent Amount. The rent for this apartment is **\$1,140** a month. The Tenant shall pay the rent for each month on the 1st day of that month. If there are charges in addition to this rent they are listed below in paragraph C.

B. Paying the Rent. The rent should be paid to Landlord at the address set forth above or paid electronically via landlord monthly invoice.

The Landlord can assess a penalty of 4% of the monthly rent once payment is 15 or more days late.

C. Additional Charges. An amount equal to the last month of tenancy of this contract (**\$1,140**) has been paid for in advance by the tenant to go toward the actual last month of rent owed. In addition to the monthly rent the Tenant also agrees to pay for utilities servicing the Apartment including electricity.

5. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows:

	Landlord	Tenant	Description
Parking	<u> X </u>	<u> </u>	<u> </u>
Electricity	<u> </u>	<u> X </u>	<u> </u>
Natural Gas	<u> X </u>	<u> </u>	<u> </u>
Sewerage	<u> X </u>	<u> </u>	<u> </u>
Trash Removal	<u> </u>	<u> X </u>	<u> </u>
Yard Maintenance	<u> X </u>	<u> </u>	<u> </u>
Snow Removal	<u> X </u>	<u> </u>	<u> </u>

Air Conditioning	_____	<u> X </u>	<u>Portable Units Only</u>
Hot Water	<u> X </u>	_____	_____
Cold Water	<u> X </u>	_____	_____
Telephone	_____	<u> X </u>	_____
Cable Television	_____	<u> X </u>	_____

6. TENANT RESIDENTIAL RESPONSIBILITIES

- A. Use Only as a Residence. The Tenant agrees that the Apartment will be used only as a residence. The total number of persons residing in this residence cannot exceed **three**.
- B. Damage. The Tenant agrees not to damage the residence. Damage (other than normal wear and tear) caused by the Tenant, or the Tenant’s family, invitees or guests shall be repaired by the Tenant at the Tenant’s expense. Upon the Tenant’s failure to make such repairs the Landlord, after reasonable written notice to the Tenant, may make the repairs and the Tenant shall be responsible to the Landlord for their reasonable cost.
- C. Alterations. No alteration, addition or improvement to the residence shall be made by the Tenant without the prior written consent by the Landlord.

7. LANDLORD RESIDENTIAL RESPONSIBILITIES

- A. Legal Use of the Residence. The Landlord agrees not to interfere with the Tenant’s legal use of the residence.
- B. Residence Must Be Fit To Live in. The Landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in; and (3) is not dangerous to the life, health or safety of the occupants. The Landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in an to meet all applicable housing code requirements. The Landlord is not responsible for this promise if the residence becomes unfit to live in due to the Tenant’s misconduct or the misconduct of the Tenant’s family, invitees, or guests.
- C. Tenant’s Rights if the Landlord fails to Provide Services.
 - (1) Unsafe conditions. If there are conditions on the residence that threaten health or safety, State law allows the Tenant to withhold rent and to use it to make minor repairs to the unsafe conditions or to purchase fuel oil during the heating season. Except in an emergency, before withholding rent the Tenant must first provide 14 days prior written notice to the Landlord and meet other Maine statutory requirements. The Tenant cannot withhold more than \$500 or ½ of the monthly rent, whichever is greater. This paragraph does not apply if the residence is in a building of 5 or less residences, one of which is occupied by the Landlord or if the condition was caused by the Tenant, guest or invitee of Tenant.
 - (2) Unlivable conditions. If through no fault of the Tenant the residence is so damaged that it cannot be lived in and because of damage the Tenant moves out, the Tenant will not be liable for rent from the day of the damage and may cancel the lease on 3 days notice.

8. LANDLORD ENTRY INTO THE RESIDENCE

Except for emergencies, the Landlord may enter the apartment only during reasonable hours and after obtaining the Tenant's consent at least 24 hours in advance. The Tenant may not unreasonably withhold consent to the Landlord to enter the residence.

9. DISTURBING THE PEACE

The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or violates any State law or local ordinance.

11. EVICTION FOR VIOLATION OF LEASE

A. Notice of Violation. Serious or repeated violations of the terms of this lease can result in termination of the lease and eviction of the Tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by a Tenant (see Paragraph C), if the Tenant does not live up to the term 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 7 days of delivery of the notice.
- (2) If the Tenant does not comply within that 7 day period, the Landlord may deliver to the Tenants a second written notice that the lease will end without any further notice. On that day, the lease term automatically terminates and the Tenant must leave that residence and return the keys to the Landlord.

B. Eviction for Failure to Pay Rent. If the Tenant is 7 days or more late in paying the rent the Landlord may send a notice that states that the lease will end in 7 days, unless the Tenant pays all overdue rent or late charges before that 7 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 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.

D. Notice of Termination. The Landlord must notify the Tenant in writing when the lease is terminated. This notice must:

- (1) State the reasons for termination with enough specificity to allow the Tenant to prepare a defense.
- (2) Advise the Tenant that if a judicial proceeding for eviction is commenced, the Tenant has the right to present a defense in that proceeding; and
- (3) Be served on the Tenant by sending a prepaid first class properly addressed letter (return receipt requested) to the Tenant at the residence or by delivering a copy of the notice to the residence.

E. Forcible Eviction. The Landlord will not physically force the Tenant out by removing the Tenant's possessions or by changing the lock on the Tenant's door or by any other method. The Tenant can be forcibly removed from the residence only by a law enforcement officer after a Maine Court has

ordered eviction. The Tenant will be given prior notice of the court eviction hearing and will have a chance to testify. Only after this hearing can the court order the Tenant's forcible eviction.

12. NOTIFYING THE LANDLORD OR THE TENANT

- A. Notices to the Tenant. Unless otherwise required in this lease or by law, any notice from the Landlord to the Tenant will be valid only if: (1) it is in writing; (2) it is addressed to the Tenant at the residence and personally delivered to the Tenant's residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.
- B. Notices to the Landlord. Unless otherwise required in this lease or by law, the Tenant will give all required notices to the Landlord in writing, delivered personally or sent by mail to the Landlord or, if appropriate, to the Landlord's managing agent at the address given in this lease. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after it is postmarked.

13. ABANDONED PROPERTY

The Landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property laws.

14. SUBLEASING

The Tenant agrees not to sublease or assign this residence without the prior written consent of the Landlord.

15. OCCUPANTS

The occupants listed below shall be the sole occupants of the leased premises.

Christine Stevens and Sam McNutt

16. PETS

The Tenant may maintain 1 small cat in the residence.

17. SMOKING

There is no smoking allowed on the property.

18. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Prior to signing this lease the Landlord and the Tenant inspected the residence together.

- A. Residence Defects. The following substantial defects were observed:

B. Landlord work or repairs. The following work or repairs to be done by the Landlord were agreed upon:

19. WHEN THE TENANCY ENDS

When the tenancy ends, the Tenant agrees to return the residence in the same condition as it was at the start of the lease, except for normal wear and tear and except for those inspection items which were noted in Section 7, Paragraph B of this lease. The Tenant will have to pay for damage to the residence only if the damage was caused by the Tenant or the Tenant's family, invitees or guests. The Tenant must return the keys to the residence or else the Tenant can be considered a "hold-over" Tenant and still obligated to pay monthly rent.

20. OTHER AGREEMENTS

- (1) In the event that legal action is taken to remedy any or all violations of this agreement, the prevailing party's court costs including reasonable attorney's fees will be paid for by the non-prevailing (losing) party. The non-prevailing party will be responsible for paying the costs of preparing all paperwork for Court, including but not limited to the Notice to Quit, Summonses, and Complaints.
- (2) Any and all Tenants and/or occupants will be individually and collectively responsible for all damages.
- (3) All keys and duplicates must be returned to Landlord and/or Managing Agent on the day of move-out. The keys and duplicates are the Tenant's responsibility and therefore do not have to be requested. If the keys are not returned, the Tenant is responsible to replace the locks at a cost of \$35.00 per lock.
- (4) Tenant is responsible for shoveling and sanding/salting the walkways and stairs that lead to their unit.
- (5) Tenant agrees to keep a maximum of 1 vehicle to be used in designated parking. This vehicle must be both operable and currently licensed and registered. Tenant agrees to park so as to facilitate any snow removal. Tenant agrees to advise their visitors about parking and to take responsibility for where their visitors park. Tenant agrees not to repair their vehicles on the premises if such repairs will take longer than a single day.
- (6) This is a non-smoking residence. Tenant, guests and invitees are not permitted to smoke in or upon the premises.

21. CONFLICT WITH STATE LAW

If any provision of this lease conflicts with State law then the State law shall take precedence.

22. SIGNATURES

The Tenant and Landlord have each received identical copies of this lease. Each copy has been signed and dated by both Landlord and Tenant. Tenant acknowledges receipt of the Lead Paint Disclosure Statement and Energy Efficiency Disclosure form attached hereto as Exhibit "A" and "B" respectively.

(Date)

(Tenant) Christine Stevens

(Date)

(Tenant) Sam McNutt

(Date)

(Landlord) Kevin Butterfield