

RENT SUMMARY

Base Rent: \$1,350.00
Total Additional Rent (pets and/or W/D fees): \$ 0.00
TOTAL Monthly Rent: \$1,350.00

STANDARD LEASE AGREEMENT – Apartment

LEASE made as of this 15th day of May, 2014, by and between Brian & Jess Giguere ("Landlord") and Kevin Kelleher (in this Lease called "Tenant," even if there is more than one person considered a Tenant).

WITNESSETH:

1. **PREMISES LEASED.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a single-family condominium residence at 167 Danforth Street, Portland, Maine (the "Premises") being Unit 5. In addition, Tenant has the right to use, in common with other occupants of the building of which the Premises are a part, the common stairwell that serves the building, and the following common areas, which shall be considered a part of the Premises:

Basement and Bulkhead Access.

[include here description of common storage, access or use areas and the limitations on use of same; if nothing is listed, then there are no common areas that are part of the Premises, except paths and accessways necessary for access to the Premises]

Tenant agrees to fully cooperate with the Landlord and other occupants of the building of which the Premises are a part in the use of common areas and agrees to comply with reasonable rules imposed from time to time by Landlord on the use of same.

Tenant acknowledges that Tenant has inspected the Premises and that it accepts same in their "as is" condition, except as specifically required by Maine law as to habitability of residential premises.

1-A. **OCCUPANCY; PETS; SMOKING.** The Premises will be occupied only by THE FOLLOWING PERSONS: Kevin Kelleher (list all persons who will occupy the Premises), and Tenant. Tenant promises and agrees that the Condominium will be used only as a strictly private dwelling and for no business or other purposes. No pets or animals are permitted by Landlord, except the following: None. (list and describe permitted pets), which are permitted only under the terms and conditions of the attached Pet Policy and the attached, property completed and signed Pet Agreement, which are incorporated by reference herein. If no pets or animals are designated above, none shall be permitted in the Premises.

If there is more than one person listed as a Tenant, each person shall be jointly and severally liable for all of Tenant's obligations and promises under this Lease. This means that each Tenant is fully liable to Landlord as if that person is the only Tenant, even if fewer than all Tenants are in breach. Any breach by any Tenant will be considered a breach by all Tenants. Under no circumstances shall the Premises be occupied by more than four (4) persons if a two-bedroom unit nor more than two (2) persons if a one-bedroom unit. Guests shall not remain with the Tenant for more than seven (7) consecutive days or more than fourteen (14) days in any twelve (12) month period without the consent of Landlord.

The Tenant shall not smoke (e.g., use cigarettes, pipes, cigars) and shall not permit smoking on Premises. Tenant hereby acknowledges that Landlord shall be entitled to retain any and all security deposit amounts that Landlord shall deem necessary upon Tenant's departure from the Premises for the purpose of cleaning and/or deodorizing the Premises regardless of whether there is visible damage to any portion of the Premises.

2. **TERM.** From May 1, 2014 to April 30, 2016.

3. **RENT.** Tenant covenants and agrees to pay monthly rent in the amount of One Thousand Three Hundred Fifty Dollars (\$1,350.00) payable in advance on the first day of each month during the term and any additional or

supplemental rent as provided herein and in the attached, so that Tenant's total monthly rent shall be the amount listed at the beginning of this Lease. If the term begins on any day other than the first day of a month, or ends on any day other than the last day of a month, the rent for the first month or the last month, as the case may be, shall be prorated. If Tenant does not pay an installment of rent and/or any other charges due under this Lease within fifteen (15) days from its due date, Tenant agrees that Landlord, in its sole discretion, may impose a late charge of four percent (4%) of the unpaid amount or the maximum then permitted by law. The right of Landlord to impose such late charge shall be in addition to any not in lieu of any other rights or remedies of Landlord under this Lease. In the event any Tenant check is returned for insufficient funds, there shall be an additional \$20 returned check fee imposed.

Rental payments and notices to Landlord under this Lease must be sent to Landlord at the following address: 36 Lawn Avenue Unit 1, Portland Maine 04103 (or such other address as is communicated to Tenant by Landlord from time to time). Written notices from Landlord to Tenant shall be considered duly sent if addressed to Tenant at the Premises.

4. **SECURITY DEPOSIT.** At the time of the execution of this Lease, Tenant shall deposit with Landlord an amount equal to **One MONTHS'** rent (\$1,350.00) as a security deposit for the performance by Tenant of all Tenant's covenants and obligations hereunder, receipt whereof Landlord acknowledges by its signature below. In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall return the security deposit to Tenant within thirty (30) days after the expiration or termination of this Lease, except that if Landlord has cause for retaining any portion of the security deposit it shall provide to Tenant a written itemization of the moneys retained, together with a check for the balance (if any) within the thirty (30) days. Unless required by law, Landlord shall not be required to pay Tenant any interest on the security deposit.

In the event of termination of Landlord's interest in the premises, Landlord will (after any permitted deductions) transfer the Security Deposit to Landlord's successor and notify Tenant of such transfer by mail, identifying the transferee and transferee's address. Landlord will thereafter have no further obligation as to the security deposit.

5. **UTILITIES.** In addition to the promises made elsewhere, the Landlord and Tenant agree to assume responsibility for the following charges, as checked off below. If either party assumes responsibility for a charge, he agrees to pay the appropriate person or public utility promptly, or do the work himself promptly.

	LANDLORD	TENANT	NOTES
HEAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
HOT WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
ELECTRIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
TELEPHONE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
CABLE TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
INTERNET	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
TRASH REMOVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City pick up is every Wednesday morning. Recycling bin will be provided by landlord. City requires residents to use "Blue Bags" sold throughout Greater Portland.
SNOW REMOVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

6. **MAINTENANCE, REPAIRS AND CONDITION AT SURRENDER OF PREMISES.**

- (a) Maintenance by Tenant; Alterations Prohibited. Tenant agrees to maintain the Premises and any furnishings and appliances supplied by Landlord in a good, clean and safe condition at all times, and, except for repairs and maintenance required on account of fire or other casualty, Tenant shall be responsible for all ordinary maintenance of the interior of the Premises. Tenant must furnish Tenant's electric light bulbs during the term of this Lease. All garbage and trash must be placed in suitable containers and emptied on a regular basis. Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets. Nails or screws shall not be driven in the walls or woodwork and additional or replacement locks shall not be placed on doors or windows without the written permission of Landlord, except such lock installation as is permitted by Maine law. Without Landlord's written consent Tenant shall not paint or paper any portion of the Premises and shall make no alterations, decorations, additions, affixations, or improvements to the Premises. All materials installed in or affixed to any portion of the Premises by either party including, without limitation, all paneling, decorations, partitions, wall-to-wall carpeting, other attached floor coverings, floors, storm windows, storm doors or screens, washers or dryers shall become the sole property of Landlord, and shall remain in and be surrendered with the Premises, as part thereof, at the end of the term hereof or any extension or renewal thereof. Window-unit air conditioners may only be installed with the Landlord's prior written consent and approval of location and method of installation.
- (b) Snow Plowing. The Landlord is responsible for snow plowing and removal from accessways and other common areas of the Premises.
- (c) Tenant's Personal Property; Insurance. Any personal property of the Tenant shall be at the sole risk of the Tenant. Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam or otherwise, while on the Premises, unless arising from the omission, fault, negligence or other misconduct of Landlord. Tenant shall insure Tenant's personal property and liability with a policy of "renter's insurance" and Tenant's property shall be the sole responsibility of Tenant. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having a standard form "renter's insurance" policy, including coverage for Tenant's liability. It shall be a default under this Lease if Tenant's insurance shall lapse or shall not be renewed.
- (d) Tenant's Obligations at End of Term. At the expiration of the term, Tenant shall surrender the Premises to the Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. Tenant shall, at time of vacating the Premises, clean the same and if such cleaning is not accomplished by Tenant, Landlord may pay for the cost thereof and charge such cost to Tenant. Additionally, Tenant will at the request of Landlord have all carpets professionally cleaned by the end of the term and prior to vacating the Premises. **All property left behind by Tenant will be at Tenant's risk and will be stored and, ultimately, sold or otherwise disposed of by Landlord in accordance with Maine law.**
- (e) Radio/television/satellite aerials. Aerials, dishes, satellite receivers and any similar installations (other than those already in place) and signs of any kind shall not be placed or erected on the roof or exterior of the Premises or windows without Landlord's prior written consent as to location and method of installation. Any such permitted installations shall be installed at Tenant's own risk and shall remain the full responsibility of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall remove all such installations at Tenant's expense and restore the condition of the Premises to its condition immediately prior to the installation.

- (f) Additional Tenant Maintenance Obligations. Tenant acknowledges that in addition to Tenant's other maintenance obligations under this Lease, Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts or appliances in the Premises. Tenant also agrees to immediately report to the Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage area, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air-conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and/or Tenant's guests resulting from Tenant's failure to specifically comply with the terms of this section.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent which landlord may withhold in Landlord's sole discretion, and any transfer or assignment hereof without such consent shall be void and of no effect. Tenant acknowledges that Landlord may sell the building of which the Premises are a part, in which case Landlord's interest under this Lease shall be automatically assigned to the purchaser of the Building, and all of Tenant's obligations shall remain in full force and effect.

8. DESTRUCTION or DAMAGE BY FIRE, EMINENT DOMAIN OR CASUALTY. In the event that the Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Premises are thereby rendered untenable, then either Landlord or Tenant may terminate this Lease upon written notice to the other and the rent shall be prorated as of the date of such termination.

In the event of any damage to the Premises due to electrical, plumbing, water leak or fire, or in the event the electrical, heating or plumbing system needs repairs Tenant agrees to immediately notify Landlord or Landlord's Agent of the same and to take reasonable steps to limit the damage.

9. DEFAULT.

- (a) Tenant's Default: If Tenant shall default in the performance of any of Tenant's obligations hereunder, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer (eviction), and Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies mail or hand deliver a notice of termination addressed to Tenant at the Premises, and upon such delivery or mailing this Lease shall terminate. Tenant acknowledges that Landlord is entitled to recover damages for breach of this Lease, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, less any proper credits (including credits resulting from Landlord's obligation to mitigate under Maine Law), and any other expenses of Landlord incurred in connection with the retaking of possession of the premises and the removal and storage of Tenant's effects and the recovery of damages. Landlord's termination of this Lease shall not terminate or defeat Landlord's right to recover rent and damages.

- (b) Landlord's Default: Unless otherwise provided by applicable law, Landlord shall in no event be in default on the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct

any such default after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation. Moreover, unless otherwise provided by applicable law Tenant agrees to look solely to Landlord's interest in the Premises 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. The provision contained in the foregoing sentence is not intended to and shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord to respond in monetary damages from their assets, other than their interest in the Premises.

10. **QUIET ENJOYMENT, USE OF PREMISES.**

- (a) **Quiet Enjoyment.** Tenant, upon payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and occupy and enjoy the Premises during the term without hindrance by persons lawfully claiming under Landlord. Tenant recognizes that multi-family buildings can result in some tenant noises being heard by other tenants and accepts that condition as part of the use of the Premises.
- (b) **Tenant's conduct and damages.** Tenant agrees not to do or permit any act or thing on the Premises or any common areas that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of neighbors. Tenant will be responsible for any damage to the Premises caused by any negligent acts on the part of Tenant, Tenant's agents, guests, servants or employees, and shall also be responsible for any damage caused by overflow or leaks from drains or plumbing, due to the negligence of Tenant, Tenant's guests, servants or employees. Except as may be provided by applicable law, Landlord shall not be responsible for any damage due to discontinuance of utility service beyond Landlord's reasonable control.
- (c) **Residential Use Only.** No business of any sort shall be conducted at the Premises and they shall be used for exclusively residential purposes.
- (d) **Return of Keys.** Tenant shall deliver all keys to Landlord or Landlord's agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant pro-rated daily rate of monthly rent until keys are received by Landlord, and/or cause to charge Tenant for the cost of replacement locks and keys.

11. **INSPECTION; NOTIFICATION; LANDLORD'S AGENT.** The Landlord or its agents may enter the Premises to inspect periodically for compliance with the terms of this Lease, to show them to prospective tenants, to make repairs or improvements, or to provide utilities or other services provided that, except in case of an emergency, Landlord shall enter only at reasonable times and upon twenty-four (24) hours prior notice.

If you need to contact Landlord or Landlord's Agent: **Brian Giguere 207-807-3183 & Jess Cady-Giguere 207-756-4023.**

Landlord's Agent shall at all times be authorized to act and/or communicate on behalf of Landlord in any respect under this Lease as if such action had been taken or communication given by Landlord directly, without any further authority required.

12. **LEAD PAINT DISCLOSURE.** The Premises were built prior to 1978; Landlord and Tenant shall complete Attachment 1.

13. **HOLDOVER**. If the Tenant remains in possession of the Premises, or any part thereof, after the expiration or sooner termination of this Lease, such holding over shall be a month-to-month tenancy at a rental rate equal to the rate in effect at the end of the term of this Lease, and Tenant shall be subject to all other terms and conditions of this Lease.

14. **MISCELLANEOUS**.

- (a) **Meaning of "Landlord" and "Tenant"**. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one 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 or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
- (b) **Entire Agreement; Amendments and No Waiver**. This Lease with its attachments constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this Lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.
- (c) **Invalid provisions**. Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; in particular and without limitation, it is not the intention of the parties that any provision of this Lease be construed to require Tenant to waive any non-waiveable tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.
- (d) **Failure to deliver**. If Landlord is unable through no fault of Landlord to deliver possession of the Premises to Tenant within 10 days of the commencement date of this Lease, Tenant may cancel this Lease by notice to Landlord, and neither party will have any further obligation hereunder and any sums paid under the Lease will be refunded to Tenant. Tenant will have no other remedy for Landlord's inability to deliver the premises unless the same is caused by Landlord's negligence or wrongful acts.
- (e) **Governing Law; Successors and Assigns**. This Lease shall be governed exclusively by the provisions hereof and the laws of the State of Maine. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

15. **ATTACHMENTS/ADDENDA:**

- Attachment 1 – Lead Based Paint Disclosure
- Attachment 2 – Lead Based Paint/Hazards Pamphlet

ATTACHMENT 1

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

Be

- (a) Presence of lead-based paint or lead based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Be

- (b) Records and reports available to the lessor (check one below):
 - Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- KK* (c) Lessee has received copies of all information listed above.
- KK* (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- _____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Brian & Jess Giguere 5/15/2014
 Lessor Date

Bigi 5-15-14
 Lessor Date

Kevin Kelleher 5/15/2014
 Lessee Date

KK 5/15/14
 Lessee Date

 Agent Date


 Agent Date

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESSETH:

LANDLORD:

Brian & Jess Giguere

By: 

5-15-14

Kevin Kelleher

TENANT: 

5/15/14
