

- (f). Tenant will not use the Unit 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.
- (g). No article may be hung or shaken from the windows, doors, porches, and balconies of the Apartment or of any portion of the Building.
- (h). Tenant shall not smoke in the unit or common areas of the property.

34. 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 Landlord: **Bayside Maine
C/O Dirigo Management Company
One City Center, 4th Floor
Portland, Maine 04101**

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.

35. 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.

36. 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). **The Tenant shall not smoke inside the unit or anywhere in and around the building at anytime including but not limited to the smoking of cigars, pipes, medical marijuana or cigarettes including E-cigarettes.**
- (f). Please do not alter any lock, or install a new lock, knocker or other attachment on the door. Please be sure, when leaving your unit, to take your door key with you at all times. If you cannot gain entry into your unit, our maintenance or management personnel will let you into your apartment during office hours. **There is a \$75.00 lock-out fee charged if we have to unlock your unit during non-business hours.** You may call a locksmith to gain entrance to your apartment during non-business hours. In order to avoid this charge, we urge you to leave a spare key with a trusted neighbor or nearby relative.
- (g). Water beds cannot be used in the premises.
- (h). The home cultivation of medical marijuana is prohibited in the unit.
- (i). Natural Christmas trees are prohibited in the unit.
- (j). The Tenant shall not perform any act or carry on any practice or permit any act or practice which may damage the Unit or any portion of the property.
- (k). Tenant will not use the unit or allow it to be used for any disorderly or unlawful purposes or in any manner offensive to other tenants including **noise**.
- (l). The plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose visitors, shall have caused it.
- (m). No carpet, rug or other article shall be hung or shaken out of any window of the building; and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants.
- (n). No curtains, blinds, shades, or screens other than those furnished by Landlord shall be attached to, hung in or used in connection with any window or door of the Premises without the prior written consent of Landlord.
- (o). No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his tenancy, return to Landlord all keys either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Landlord the cost thereof.
- (p). Freight, furniture, equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the elevators and through the service entrances and corridors, and only during hours and in a manner approved in advance by Landlord.
- (q). Tenant shall comply with all security measures from time to time established by Landlord for the Building.