

Date: September 1, 2015

Jill and Tim McMahon hereinafter Called Management, agree to rent the following described premises: 236 State Street #1, Portland, ME 04101 to Alysia Warren and Aaron Noon, hereinafter called Residents, on a one year lease, beginning on September 1, 2015 and ending on August 31, 2016.

1. RENTAL PREMISES: Owner, in consideration of the rents to be paid and covenants to be performed by Tenant hereunder, hereby rents to Tenant for the Term and subject to the covenants and conditions hereinafter set forth, the following described premises (hereinafter called the "premises"): 236 State Street #1, together with all improvements thereon, all privileges, appurtenances, easements and all fixtures presently situated in said building, including appliances.
2. RENT: Tenant will pay Owner each month during the first year of this Agreement \$1,200.00 as rent. Each payment shall be due on or before the first day of each month. Tenant is responsible for paying his/her own utilities including Unutil, Central Maine Power and kerosene heat.
3. SECURITY DEPOSIT: Tenant has deposited the sum of \$1,200.00 with Owner as a security deposit. Said deposit shall serve as security for the faithful performance of this Agreement, including the repair and maintenance obligations set forth in Paragraph 7 herein, and all other obligations imposed on tenants by all applicable landlord-tenant legislation. Within thirty days after the termination of this Agreement, the security deposit or that portion thereof to which Tenant is entitled shall be returned to Tenant.
4. Tenant agrees to be fully responsible for any harm or damage to others or to property caused by the pet(s).
5. Tenant agrees not to keep any water beds on the premises without first having received specific written permission from Owner.
6. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
7. Purpose of Non-smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, Cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
8. USE OF THE PREMISES: Tenant covenants that he shall not commit or suffer any waste in the premises, use the premises or permit them to be used for drugs or any unlawful purpose or any dangerous, noxious or offensive activity or cause or maintain any nuisance in the premises, nor operate a business for which the property is not zoned. At the end of the term of this Agreement, Tenant will deliver up the premises in as good an order and condition as they now are, or may be put by Owner or Tenant, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty, excepted.
9. One parking spot will be provided to tenant. Owner is not liable for any damage to tenants car while parked in driveway.
10. The cost of all repairs required as a result of negligence by Tenant or his guests shall be paid in full by Tenant.
11. Tenant may only make improvements or modifications to the property upon approval of the Owner. Any unapproved improvements or modifications to the property must be removed at Tenant's expense within seven (7) days of written notice to Tenant by Owner.

Not sure what YW's means!  
we don't want to pay  
water, insurance, etc.  
AW

~~estimated water, insurance and trash prepayments, and governed in all other things except as to the duration of this Agreement.~~

19. ASSIGNING AND SUBLETTING: Tenant will not, without written consent obtained from Owner, sell, assign, mortgage or deliver this Agreement or the premises in whole or in part or sublet all or part of the premises. (Owner reserves the right to sell or mortgage the premises or assign this Agreement; provided, however, that any such action shall not jeopardize tenant's rights hereunder).

20. BINDING EFFECT: This Agreement and the agreements of Owner and Tenant contained herein shall be binding upon and inure to the benefit of heirs, executors, administrators, successors and assigns of the respective parties.

21. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802)).

22. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

23. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location whether on or near the premises or otherwise.

24. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful possession or discharge of firearms on or near the premises.

25. The tenant understands and agrees that if there are any court approved search warrants issued for the above-described premises, that it will cause an automatic breach of the rental agreement and the landlord/owner may seek eviction based upon that occurrence. It is further understood that no arrests or convictions need to occur prior to a breach of the rental agreement pursuant to this paragraph, just the judicial determination of probable cause to believe that some form of criminal and illegal activity has occurred will be deemed sufficient for such breach.

APPLICABLE LAW: This agreement shall be interpreted according to the Laws of the State of Maine.

IN WITNESS WHEREOF, Owner and Tenant have executed this agreement on the 1st day of September, 2015.

Jill & Tim McMahon Jill + Tim McMahon  
TENANT Alycia Warren  
TENANT Her name