

236 State Street Lease

Unit 3

Tanya LeVecque & Gary Anderson

Date: August 1, 2015

Jill and Tim McMahon hereinafter Called Management, hereby agree to rent to Tanya LeVecque and Gary Anderson, hereinafter called Resident, Unit 3 at 236 State Street on a one year lease, beginning on August 1, 2015 and ending on July 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 #3, 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 \$1,500.00 as rent. Each payment shall be due on or before the first day of each month.

3. SECURITY DEPOSIT: Receipt has been acknowledged of the sum of \$1,500.00 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 to limit number of people on the deck to no more than 10 at one time.

7 Purpose of Non-smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased

then in each and every such event, it shall be lawful for Owner, at its election, at any time thereafter, without any demand or notice and without declaring the said term ended as it may see fit, to re-enter the demised premises and each and every part thereof either with or without process of law, and to expel, remove and put out the said Tenant and every other person occupying in or upon the same, use such force as may be necessary in so doing and again to repossess and enjoy the demised premises without the termination of possession (should the Owner elect not to terminate the term) or reentry working a forfeiture of the rent to be paid by the Tenant or the covenants to be performed by the Tenant during the full original term of this Agreement. In the event of the termination of possession for any of the causes set forth in the above paragraph, the Owner may re-let the demised premises and the Tenant shall continue to be and remain liable for the difference between the rents, utilities and other payments which would have been payable by the Tenant during the balance of the term of this Agreement if said Agreement had remained in full force and effect and the net rental for the balance of the term realized by the Owner upon re-letting in good faith to other parties, and the Tenant shall pay the amount thereof to the Owner during the balance of the original term. The Tenant agrees that such rent shall be determined by deducting from the entire rent received upon such re-letting, the expense, if any, incurred in good faith by the Owner for necessary repair in connection with the demised premises or by reason of the breach of any of the terms, covenants and conditions of this Agreement, and all expense reasonably incurred in recovering possession of the demised premises, including all costs and commission of such re-letting and all attorneys' fees in connection with such terminating, recovering possession and re-letting of the demised premises.

16. **QUIET ENJOYMENT:** Owner agrees that if Tenant pays the rents and keeps and performs the covenants of this Agreement on the part of Tenant to be kept and performed, Tenant will peaceably and quietly hold the premises during the term hereof without any hindrance, ejection or molestation by Owner or any person lawfully claiming under Owner.

17. **LIABILITY:** Tenant agrees that Owner and its employees and agents shall not be liable to Tenant for any damage to or loss of personal property located in the premises or for injuries to persons occurring in the premises.

18. **HOLD HARMLESS AGREEMENT:** Tenant shall protect, save and keep the Owner harmless and indemnified against any and all liability, loss, cost, damages, or expenses arising out of any accident or other occurrence on the

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. 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.

9. **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.

10. Parking will be provided by owner.

11. The cost of all repairs required as a result of negligence by Tenant or his guests shall be paid in full by Tenant.

12. 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.

13. Owner shall have the right to inspect the premises at any time, upon 24 hour notice to Tenant, unless such entry is required for emergency repairs in the absence of the Tenant. Should it be determined that any of the above conditions are not being met, written notice will be given to the Tenant to make the necessary changes.

14. **REAL ESTATE TAXES:** Owner shall pay all real estate taxes and assessments levied against the premises during the Term of this Agreement.

15. **OWNER'S REMEDIES ON DEFAULT:** If default shall at any time be made by the Tenant in the payment of the installments of rent or in the performance of any of the covenants and agreements herein contained, or in the performance of any duties imposed on tenants by any applicable landlord tenant legislation, or if Tenant shall be declared bankrupt or make a general assignment for the benefit of creditors, or have a receiver appointed for him,

26. 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 August 2015.

Jill & Tim McMahon Jill + Tim McMahon

TENANT [Signature]

TENANT [Signature]
