

(2) **Insufficient Funds Charge of \$25.00** - In the event that Tenant's rent payment check is dishonored for insufficient funds, Tenant agrees to pay Landlord \$25.00. Payment for this charge will be due on the following rent day along with the monthly rent.

(3) **Loss or Replacement of Apartment or Front Door Key Charge of \$25.00 for each Key** - Payment for the replacement of key(s) will be due when the key(s) are replaced. If the tenant does not return the key(s) when tenancy ends, a charge of \$25.00 for each key will be charged against the tenant's security deposit.

4. **SECURITY DEPOSIT**

A. Amount of Security Deposit. The Tenant has paid the Landlord \$ 450.00 as a Security Deposit. **The Security Deposit is in addition to rental payments and should not be substituted by the Tenant for unpaid rent.** The Landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains the Tenant's money.

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. A minimum charge of \$50.00 will be charged for any furniture, bedding or personal belongings left in the apartment.

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 (if applicable) to the Tenant no more than thirty (30) days after the tenancy ends.

5. UTILITIES/SERVICES.

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

	Landlord	Tenant	Description
Electricity	_____	✓	_____
Heating	_____	✓	_____
Trash Removal	_____	✓	_____
Hot Water	✓	_____	_____
Yard Maintenance	✓	_____	_____
Snow Removal	✓	_____	_____
Air Conditioning	_____	_____	N/A
Water and Sewer	✓	_____	_____
Telephone	_____	✓	_____
Cable Television	_____	✓	_____
Parking	✓	_____	Space Available in Front of Bldg.

6. TENANT RESIDENTIAL RESPONSIBILITIES

A. Use Only as a Residence. The Tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the Landlord's ability to obtain fire or liability insurance.

The residence shall be occupied only by the Tenant and the Tenant's immediate Family. Guests shall not remain with the Tenant for more than seven (7) consecutive days without the written consent of the Landlord. The total number of persons residing in this residence cannot exceed ____ / ____.

B. Damage. The Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other Tenants to live in their apartments in peace and quiet. 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.

D. Personal Property of Tenant. Tenant agrees to insure, for its full market value against fire and extended coverage risks and theft, all personal property kept on the leased premises. Said property shall, in any event be kept at Tenant's risk, and Landlord, its agents and employees, shall not in any way be responsible for any damage, destruction or theft of the Tenant's personal property and Tenant expressly waives any and all legal claims it may have against the Landlord arising out of any such damage destruction or theft unless said damage, destruction or theft is caused by the negligence of the Landlord

E. Maintenance. Tenant shall take good care of the premises and Landlord's appliances and furnishings therein, and shall maintain them in good order and condition, ordinary wear and tear excepted. Landlord may repair, at the expense of Tenant, all damage to the premises resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within thirty (30) days of rendition of Landlord's bill concerning such costs.

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 is fit to live in and that it 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. 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.

8. **LANDLORD ENTRY INTO THE RESIDENCE**

The Landlord may enter the apartment during reasonable hours to examine the premises, to make such repairs and perform such maintenance as it deems necessary. Except for emergencies, the Landlord shall provide the Tenant with at least 24 hours advance notice.

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 other Tenants in the building or violates any state law or local ordinance.

10. **OPTION TO TERMINATE**

Provided Tenant is not in default hereunder, Tenant may terminate this lease upon the last day of any month by giving written notice to Landlord at least thirty (30) days prior to such termination and by paying with such notice in addition to the current month's rent a sum equal to two (2) month rent as liquidated damages for loss of rent between the termination date and the original expiration date. All rights of Landlord which shall have accrued prior to such termination, including all rights related to the condition of the leased premises, shall survive such termination.

11. **EVICION FOR VIOLATION OF LEASE**

A. Notice of Violation. 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 terms of this lease the following may occur:

the Landlord may deliver to the Tenant a written notice describing the violation and demanding that the Tenant cease the lease violation within five (5) days of delivery of the notice.

(2) If the Tenant does not comply within that five (5) day period, the Landlord may deliver to the Tenant a second written notice that the lease will end within ten (10) days. On the tenth day, the lease term automatically terminates and the Tenant must leave the residence and return the keys to the Landlord.

(3) If the tenant complies within the applicable five-day period, but there is a subsequent lease violation similar to the initial lease violation, the Landlord may terminate this lease by providing written notice to the Tenant stating the reason for termination and stating a date certain not be less than five (5) days after the giving of such notice that the lease shall terminate.

B. Eviction for Failure to Pay Rent. If the Tenant fails to pay the rent when it is due the Landlord may send a notice that states that the lease will end in five (5) days, unless the Tenant pays all overdue rent and/or other charges (if applicable) before that five (5) day period ends. If the Tenant fails to pay the overdue rent and/or the late charges within the applicable five (5) day period, the lease term automatically terminates and the Tenant shall leave the residence and return the keys to the landlord.

C. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate treat to their health or safety of other residents or the Landlord or the Landlord's employees or agents, 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 written notice shall:

(1) State the reasons for termination (if applicable);

(2) Be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant at the residence and by delivering a copy of the notice to the residence.

12. **DESTRUCTION/DAMAGE TO PREMISES**

(a) If the premises are damaged or destroyed so that the enjoyment of the promises is substantially impaired, then the rent shall be proportionately paid up to time of the casualty and thenceforth shall cease until the date when the premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment, Landlord or Tenant shall have the right to terminate the term of the lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in notice, (which shall be not more then fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the premises, and the Lease shall not terminate. If the premises are damaged or destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

(b) If the premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the premises which is usable by Tenant. If the premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

13. NOTIFYING THE LANDLORD OR 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 Landlord's address or, if it is mailed, two days after the date it is postmarked.

14. PAYMENT OF ATTORNEY'S FEES

In the event that either party is forced to initiate legal proceedings and there is a contested hearing, the non-prevailing party shall pay the prevailing party his/hers/its reasonable attorney's fees in cases of wanton disregard of the terms of the lease agreement.

15. WAIVER OF TRIAL BY JURY

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the lease to Tenant's use and occupancy of the premises other than an action for personal injury.

16. ABANDONED PROPERTY

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

17. SUBLEASING

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

18. PETS

The Tenants may not maintain pets in the residence without written consent of the Landlord. If such consent is given it shall be revocable by Landlord at any time for good cause. An additional security deposit may be required by the Landlord, at this sole discretion, if consent is granted.

19. PERSONAL PROPERTY LIMITATIONS

The Tenant shall not utilize a kerosene heater in the leased premises, nor shall Tenant have any waterbeds or other waterfilled furniture in the leased premises, without the written consent of the Landlord.

20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Tenant has inspected the premises and is familiar and satisfied with its present condition. The taking of possession of the Residence by Tenant shall be conclusive evidence that the Residence was in good and satisfactory condition at the time such possession was taken.

21. TERMINATION OF TENANCY/DOUBLE RENT FROM "HOLD-OVER" TENANT

When the tenancy ends, the Tenant agrees to vacate the leased premises and return the residence in the same condition as it was at the start of the lease, except for normal wear and tear. If the Tenant fails to vacate the premises or fails to return the keys to the residence or other designated place, the Tenant shall be considered a "hold-over" Tenant. So long as the Tenant remains a "hold-over" Tenant, the Landlord may recover double the amount of rent due for each day the Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the lease by fifteen (15).

22. RULES AND REGULATIONS

Landlord reserves the right to make rules and regulations from time to time relating to the use and operation of the premises. Tenant agrees to abide by such rules and regulations and agrees that any violation thereof shall be deemed a default. No external television or radio antennas and no clothes lines shall be installed outside the premises, nor shall signs or other devices be hung from the exterior of the premises. The Tenant shall use picture hooks and not nails or other devices from hanging articles on the interior walls. The toilets and sinks shall not be used for any purpose other than those for which they are constructed, nor shall rubbish, rags or other improper articles be thrown into the toilets or sinks. No grease shall be poured in the kitchen sinks. Damage to the building caused by the misuse of such equipment shall be borne solely by the Tenant. The Tenant shall not change, alter or replace any locks on the demised premises without the written permission of the Landlord. Damage to screens and sliding doors caused by misuse shall be borne solely by the Tenant.

23. ENTIRE AGREEMENT/NO ORAL AGREEMENTS

The agreements contained in the Lease set forth the entire understanding of the parties and, shall not be changed or terminated orally.

25. OBLIGATION

If there is more than one Tenant, their obligations hereunder shall be joint and several. All terms and conditions of this lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of the parties hereto. Any notice required or permitted by the terms of this lease or any legal service of process may be given by or to or served upon any one Tenant, if there be more than one, and shall have the same effect as if given to or served upon all.

26. SEVERANCE

Should any term or provision of this lease, or portion thereof, be determined invalid or unenforceable under the law, such determination shall not effect the validity or enforceability of the remaining terms and provisions herein.

27. OTHER AGREEMENTS

The Landlord and the Tenant also agree to the following:

7/22/00
Date

[Signature]
Tenant

Date

Tenant

2-22-00
Date

Jane E. Richardson
Landlord

RENTAL APPLICATION

Name Ryan C. Pennan Home Phone 354-7060 Work Phone 596-7476

Social Security No. 031-54-2565 Driver's License No. 9884189

Present Address 171 Main St. Thomaston
How long at this address? 5 mos Rent \$ 300+ Reason for moving Interested in Portland
Owner/Manager Bob McKeam Phone 354-6179

Previous Address 29 Meland St. Rockland
How long at this address? 8 mos Rent \$ 300+ Reason for moving Tenancy at will, liked Thomaston better
Owner/Manager Jim Carney Phone 354-6725

Name and relationship of every person to live with you (include ages of minor children).
Kate Sibole - long term girlfriend

Any Pets? yes Describe 2 cats - see Kate's Waterbed? no
Present Occupation Artist/produce Employer Sparrow Grooming Phone 596-7476
How long with this employer? 2+ years Supervisor Elaine McNeilly Phone same

Previous Occupation same/prod groomer Supervisor Edward Rollins Phone -
How long with this employer? 2 yrs Supervisor - Phone -

Current Gross Income Per Month (before deductions) \$ 1750.

List sources of income (other than present employment listed above) Sell art on side, not steady so I do not use it as income

Savings Bank Key Bank Branch Rockland Account Number 5449-2706-6923-5703
Checking Bank Key Bank Branch same Account Number same
Major Credit Card - Account Number - Expires -

Credit Reference Key Bank/Touch Loan Account Number -
Balance Owed 13,000 approx Monthly Payment 350.00
Credit Reference - Account Number -
Balance Owed - Monthly Payment -

Have you ever filed bankruptcy: No Have you ever been evicted? No

Vehicle(s) Make(s) 98 Toyota Model(s) Tacoma Year(s) - License(s) 3937 DS
Personal Reference Don Westover Address Hope Me. Phone 785-6529
Contact in -

Emergency Brenda Williams Address 66 Rankin St. Rock. Phone 594-7295

I declare that the statements above are true and correct, and I hereby authorize verification of references given and a credit check.
Date 9/14/99 Signed Ryan Pennan

**SCOTT A. LINDSAY
RESIDENTIAL LEASE**

Agreement of Lease, made this 21st day of March 2000, between **Scott A. Lindsay** (hereinafter "Landlord"), having an office at 92 Exchange Street, P.O. Box 7626, Portland, Maine 04112, and Eric Honergan (hereinafter "Tenant"), whose address is Burlington, VT.

1. RESIDENCE LOCATION

This residence is an apartment. It is located at:

56 Mellen Street, Apt. #3, Portland, ME 04101

2. LENGTH OF LEASE

A. **Initial Rental Period.** The Landlord will rent this residence to the Tenant for month-to-month months. This term shall begin on the 22nd day of March, 2000, at noon.

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 the term of this lease shall become month to month and shall be known as a continuing month to month tenancy. This month to month tenancy shall be governed by this written lease and shall not be considered a "tenancy-at-will"; therefore, State law regulating a tenancy-at-will shall not be applicable. All the terms of this lease will remain in effect, except that either party may terminate this month-to-month tenancy by giving to the other party written notice at least thirty (30) days before the rent is due and Section 10 of this lease shall not be applicable.

3. RENT PAYMENT & ADDITIONAL CHARGES

a. **Rent Amount.** The rent for this residence is \$650.⁰⁰ a month. The Tenant shall pay the rent for each month on the 1st day of the 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: **Scott A. Lindsay, 92 Exchange Street, PO Box 7626, Portland, Maine 04112.**

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

C. **Additional Charges.** In addition to the monthly rent the Tenant also agrees to pay the Landlord the following charges:

(1) **Lock Out Charge of \$25.00** - If the Landlord or its agent is contacted and asked to assist the Tenant in getting into his/her apartment after Landlord business hours which are currently 9:00 A.M. - 5:00 P.M., Monday through Friday, but may change from time to time, the Tenant agrees to pay the Landlord a lock out charge of \$25.00. Payment for the lock out charge will be due on the following rent day along with the monthly rent.

(2) **Insufficient Funds Charge of \$25.00** - In the event that Tenant's rent payment check is dishonored for insufficient funds, Tenant agrees to pay Landlord \$25.00. Payment for this charge will be due on the following rent day along with the monthly rent.

(3) **Loss or Replacement of Apartment or Front Door Key Charge of \$25.00 for each Key** - Payment for the replacement of key(s) will be due when the key(s) are replaced. If the tenant does not return the key(s) when tenancy ends, a charge of \$25.00 for each key will be charged against the tenant's security deposit.

4. SECURITY DEPOSIT

A. Amount of Security Deposit. The Tenant has paid the Landlord \$ 650.00 as a Security Deposit. **The Security Deposit is in addition to rental payments and should not be substituted by the Tenant for unpaid rent.** The Landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains the Tenant's money.

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. A minimum charge of \$50.00 will be charged for any furniture, bedding or personal belongings left in the apartment.

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 (if applicable) to the Tenant no more than thirty (30) days after the tenancy ends.

5. UTILITIES/SERVICES.

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

	Landlord	Tenant	Description
Electricity		✓	
Heating		✓	
Trash Removal		✓	
Hot Water	✓		
Yard Maintenance	✓		
Snow Removal	✓		
Air Conditioning			N/A
Water and Sewer	✓		
Telephone		✓	
Cable Television		✓	
Parking	✓		Space in front of bldg.

6. TENANT RESIDENTIAL RESPONSIBILITIES

A. Use Only as a Residence. The Tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the Landlord's ability to obtain fire or liability insurance.

The residence shall be occupied only by the Tenant and the Tenant's immediate Family. Guests shall not remain with the Tenant for more than seven (7) consecutive days without the written consent of the Landlord. The total number of persons residing in this residence cannot exceed 1.

B. Damage. The Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other Tenants to live in their apartments in peace and quiet. 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.

D. Personal Property of Tenant. Tenant agrees to insure, for its full market value against fire and extended coverage risks and theft, all personal property kept on the leased premises. Said property shall, in any event be kept at Tenant's risk, and Landlord, its agents and employees, shall not in any way be responsible for any damage, destruction or theft of the Tenant's personal property and Tenant expressly waives any and all legal claims it may have against the Landlord arising out of any such damage destruction or theft unless said damage, destruction or theft is caused by the negligence of the Landlord

E. Maintenance. Tenant shall take good care of the premises and Landlord's appliances and furnishings therein, and shall maintain them in good order and condition, ordinary wear and tear excepted. Landlord may repair, at the expense of Tenant, all damage to the premises resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within thirty (30) days of rendition of Landlord's bill concerning such costs.

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 is fit to live in and that it 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. 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.


8. LANDLORD ENTRY INTO THE RESIDENCE

The Landlord may enter the apartment during reasonable hours to examine the premises, to make such repairs and perform such maintenance as it deems necessary. Except for emergencies, the Landlord shall provide the Tenant with at least 24 hours advance notice.

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 other Tenants in the building or violates any state law or local ordinance.

10. OPTION TO TERMINATE

* * Month-To-Month Lease
with 30 Day Notice 

Provided Tenant is not in default hereunder, Tenant may terminate this lease upon the last day of any month by giving written notice to Landlord at least thirty (30) days prior to such termination and by paying with such notice in addition to the current month's rent a sum equal to two (2) month rent as liquidated damages for loss of rent between the termination date and the original expiration date. All rights of Landlord which shall have accrued prior to such termination, including all rights related to the condition of the leased premises, shall survive such termination.

11. EVICTION FOR VIOLATION OF LEASE

A. Notice of Violation. 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 terms of this lease the following may 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 five (5) days of delivery of the notice.

(2) If the Tenant does not comply within that five (5) day period, the Landlord may deliver to the Tenant a second written notice that the lease will end within ten (10) days. On the tenth day, the lease term automatically terminates and the Tenant must leave the residence and return the keys to the Landlord.

(3) If the tenant complies within the applicable five-day period, but there is a subsequent lease violation similar to the initial lease violation, the Landlord may terminate this lease by providing written notice to the Tenant stating the reason for termination and stating a date certain not be less than five (5) days after the giving of such notice that the lease shall terminate.

B. Eviction for Failure to Pay Rent. If the Tenant fails to pay the rent when it is due the Landlord may send a notice that states that the lease will end in five (5) days, unless the Tenant pays all overdue rent and/or other charges (if applicable) before that five (5) day period ends. If the Tenant fails to pay the overdue rent and/or the late charges within the applicable five (5) day period, the lease term automatically terminates and the Tenant shall leave the residence and return the keys to the landlord.

C. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate treat to their health or safety of other residents or the Landlord or the Landlord's employees or agents, 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 written notice shall:

(1) State the reasons for termination (if applicable);

(2) Be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant at the residence and by delivering a copy of the notice to the residence.

12. **DESTRUCTION/DAMAGE TO PREMISES**

(a) If the premises are damaged or destroyed so that the enjoyment of the promises is substantially impaired, then the rent shall be proportionately paid up to time of the casualty and thenceforth shall cease until the date when the premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment, Landlord or Tenant shall have the right to terminate the term of the lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in notice, (which shall be not more then fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the premises, and the Lease shall not terminate. If the premises are damaged or destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

~~(b)~~ If the premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the premises which is usable by Tenant. If the premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

13. NOTIFYING THE LANDLORD OR 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 Landlord's address or, if it is mailed, two days after the date it is postmarked.

14. PAYMENT OF ATTORNEY'S FEES

In the event that either party is forced to initiate legal proceedings and there is a contested hearing, the non-prevailing party shall pay the prevailing party his/hers/its reasonable attorney's fees in cases of wanton disregard of the terms of the lease agreement.

15. WAIVER OF TRIAL BY JURY

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the lease to Tenant's use and occupancy of the premises other than an action for personal injury.

16. ABANDONED PROPERTY

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

17. SUBLEASING

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

18. PETS

The Tenants may not maintain pets in the residence without written consent of the Landlord. If such consent is given it shall be revocable by Landlord at any time for good cause. An additional security deposit may be required by the Landlord, at this sole discretion, if consent is granted.

PERSONAL PROPERTY LIMITATIONS

The Tenant shall not utilize a kerosene heater in the leased premises, nor shall Tenant have any waterbeds or other waterfilled furniture in the leased premises, without the written consent of the Landlord.

20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Tenant has inspected the premises and is familiar and satisfied with its present condition. The taking of possession of the Residence by Tenant shall be conclusive evidence that the Residence was in good and satisfactory condition at the time such possession was taken.

21. TERMINATION OF TENANCY/DOUBLE RENT FROM "HOLD-OVER" TENANT

When the tenancy ends, the Tenant agrees to vacate the leased premises and return the residence in the same condition as it was at the start of the lease, except for normal wear and tear. If the Tenant fails to vacate the premises or fails to return the keys to the residence or other designated place, the Tenant shall be considered a "hold-over" Tenant. So long as the Tenant remains a "hold-over" Tenant, the Landlord may recover double the amount of rent due for each day the Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the lease by fifteen (15).

22. RULES AND REGULATIONS

Landlord reserves the right to make rules and regulations from time to time relating to the use and operation of the premises. Tenant agrees to abide by such rules and regulations and agrees that any violation thereof shall be deemed a default. No external television or radio antennas and no clothes lines shall be installed outside the premises, nor shall signs or other devices be hung from the exterior of the premises. The Tenant shall use picture hooks and not nails or other devices from hanging articles on the interior walls. The toilets and sinks shall not be used for any purpose other than those for which they are constructed, nor shall rubbish, rags or other improper articles be thrown into the toilets or sinks. No grease shall be poured in the kitchen sinks. Damage to the building caused by the misuse of such equipment shall be borne solely by the Tenant. The Tenant shall not change, alter or replace any locks on the demised premises without the written permission of the Landlord. Damage to screens and sliding doors caused by misuse shall be borne solely by the Tenant.

23. ENTIRE AGREEMENT/NO ORAL AGREEMENTS

The agreements contained in the Lease set forth the entire understanding of the parties and, shall not be changed or terminated orally.

25. OBLIGATION

If there is more than one Tenant, their obligations hereunder shall be joint and several. All terms and conditions of this lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of the parties hereto. Any notice required or permitted by the terms of this lease or any legal service of process may be given by or to or served upon any one Tenant, if there be more than one, and shall have the same effect as if given to or served upon all.

26. **SEVERANCE**


Should any term or provision of this lease, or portion thereof, be determined invalid or unenforceable under the law, such determination shall not effect the validity or enforceability of the remaining terms and provisions herein.

27. **OTHER AGREEMENTS**

The Landlord and the Tenant also agree to the following:

21 March, 2000

Date




Tenant

Date

Tenant

3-21-00

Date



Landlord

Scott A. Lindsay Rental, P.O. Box 7626, 92 Exchange Street, Portland, Maine 04112-7626

Phone: 207-773-8422

Fax: 207-773-8427

RENTAL APPLICATION

Name ERIC LONGERGAN Home Phone 802 864 7011 Work Phone 802 233 0970

Social Security No. 080 60 1080 Driver's License No. NY: 271 114 761

Present Address 48 Loomis St Burlington VT 05401

How long at this address? 9 Months Rent \$ 600 Reason for moving Work in Portland

Owner/Manager Dave Edwards + Miriam Stoll Phone 802 868 4536

Previous Address 35 Ledge Road, Burlington, VT 05401

How long at this address? 1 yr Rent \$ 300 Reason for moving House was sold

Owner/Manager Mark Lavielle Phone 802 253 6201 (1 Time)

(Town 85 Lindbergh Ave, Staten Island, NY 10306 and 220 Rd2, Dingman's Ferry, PA 18328)
Name and relationship of every person to live with you (include ages of minor children).
Self

Any Pets? No Describe --- Waterbed? No

Present Occupation Medical Student Employer UVM College of Medicine Phone ---

How long with this employer? 2 yrs Supervisor Betty Whited at NMC Phone 871 2137

Previous Occupation Paramedic Supervisor FD NY, 9 Metrotech, Bklyn NY Phone ---

How long with this employer? 6 1/2 yrs Supervisor U. Robin Prinky + others Phone 212 423 6396

Current Gross Income Per Month (before deductions) \$ As Needed

List sources of income (other than present employment listed above) Loans - VT Student Assistance Corp
- Private Funds

Savings Bank Merchants' ~~Bank~~ Bank Branch College St. Account Number 71687

Checking Bank Citibank Branch #6 96 + B-way Account Number 66624174

Major Credit Card Visa Account Number 4128 0023 1766 8213 Expires 5/02

Credit Reference VSAC Account Number 080 60 1080
Balance Owed None Due Monthly Payment ---

Credit Reference No other loans Account Number ---
Balance Owed --- Monthly Payment ---

Have you ever filed bankruptcy? No Have you ever been evicted? No

Vehicle(s) Make(s) Chery Model(s) Blazer Year(s) 97 License(s) VT: CLK 283

Personal Reference Linda Wades Address 85 Lindbergh Ave, SI NY Phone 718 351 3253

Contact in Emergency Robert Longergan Address 175 Woods of Ardrey, SI NY Phone 718 356 2011

I declare that the statements above are true and correct, and I hereby authorize verification of references given and a credit check.

Date 21 March, 2000 Signed [Signature]

to these accounts is authorized.

2-233-0970

**SCOTT A. LINDSAY
RESIDENTIAL LEASE**

Agreement of Lease, made this 5th day of August 1999, between **Scott A. Lindsay** (hereinafter "Landlord"), having an office at 92 Exchange Street, P.O. Box 7626, Portland, Maine 04112, and Alec Altman (hereinafter "Tenant"), whose address is Lewisberg, PA.

1. RESIDENCE LOCATION

This residence is an apartment. It is located at:

56 Mellen Street, Apt. #4, Portland, ME 04101

2. LENGTH OF LEASE

A. Initial Rental Period. The Landlord will rent this residence to the Tenant for 12 months. This term shall begin on the 1st day of Sept., 1999 at noon.

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 the term of this lease shall become month to month and shall be known as a continuing month to month tenancy. This month to month tenancy shall be governed by this written lease and shall not be considered a "tenancy-at-will"; therefore, State law regulating a tenancy-at-will shall not be applicable. All the terms of this lease will remain in effect, except that either party may terminate this month-to-month tenancy by giving to the other party written notice at least thirty (30) days before the rent is due and Section 10 of this lease shall not be applicable.

3. RENT PAYMENT & ADDITIONAL CHARGES

a. Rent Amount. The rent for this residence is \$ 50.00 a month. The Tenant shall pay the rent for each month on the 1st day of the 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: **Scott A. Lindsay, 92 Exchange Street, PO Box 7626, Portland, Maine 04112.**

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

C. Additional Charges. In addition to the monthly rent the Tenant also agrees to pay the Landlord the following charges:

(1) **Lock Out Charge of \$25.00** - If the Landlord or its agent is contacted and asked to assist the Tenant in getting into his/her apartment after Landlord business hours which are currently 9:00 A.M. - 5:00 P.M., Monday through Friday, but may change from time to time, the Tenant agrees to pay the Landlord a lock out charge of \$25.00. Payment for the lock out charge will be due on the following rent day along with the monthly rent.

(2) **Insufficient Funds Charge of \$25.00** - In the event that Tenant's rent payment check is dishonored for insufficient funds, Tenant agrees to pay Landlord \$25.00. Payment for this charge will be due on the following rent day along with the monthly rent.

(3) **Loss or Replacement of Apartment or Front Door Key Charge of \$25.00 for each Key** - Payment for the replacement of key(s) will be due when the key(s) are replaced. If the tenant does not return the key(s) when tenancy ends, a charge of \$25.00 for each key will be charged against the tenant's security deposit.

4. SECURITY DEPOSIT

A. Amount of Security Deposit. The Tenant has paid the Landlord \$ 560.⁰⁰ as a Security Deposit. **The Security Deposit is in addition to rental payments and should not be substituted by the Tenant for unpaid rent.** The Landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains the Tenant's money.

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. A minimum charge of \$50.00 will be charged for any furniture, bedding or personal belongings left in the apartment.

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 (if applicable) to the Tenant no more than thirty (30) days after the tenancy ends.

5. UTILITIES/SERVICES.

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

	Landlord	Tenant	Description
Electricity		✓	
Heating		✓	
Trash Removal		✓	
Hot Water	✓		
Yard Maintenance	✓		
Snow Removal	✓		
Air Conditioning			N/A
Water and Sewer	✓		
Telephone		✓	
Cable Television		✓	
Parking			Spaces in front of bldg available.

6. TENANT RESIDENTIAL RESPONSIBILITIES

A. Use Only as a Residence. The Tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the Landlord's ability to obtain fire or liability insurance.

The residence shall be occupied only by the Tenant and the Tenant's immediate Family. Guests shall not remain with the Tenant for more than seven (7) consecutive days without the written consent of the Landlord. The total number of persons residing in this residence cannot exceed 2.

B. Damage. The Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other Tenants to live in their apartments in peace and quiet. 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.

D. Personal Property of Tenant. Tenant agrees to insure, for its full market value against fire and extended coverage risks and theft, all personal property kept on the leased premises. Said property shall, in any event be kept at Tenant's risk, and Landlord, its agents and employees, shall not in any way be responsible for any damage, destruction or theft of the Tenant's personal property and Tenant expressly waives any and all legal claims it may have against the Landlord arising out of any such damage destruction or theft unless said damage, destruction or theft is caused by the negligence of the Landlord

E. **Maintenance.** Tenant shall take good care of the premises and Landlord's appliances and furnishings therein, and shall maintain them in good order and condition, ordinary wear and tear excepted. Landlord may repair, at the expense of Tenant, all damage to the premises resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within thirty (30) days of rendition of Landlord's bill concerning such costs.

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 is fit to live in and that it 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. 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.

8. **LANDLORD ENTRY INTO THE RESIDENCE**

The Landlord may enter the apartment during reasonable hours to examine the premises, to make such repairs and perform such maintenance as it deems necessary. Except for emergencies, the Landlord shall provide the Tenant with at least 24 hours advance notice.

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 other Tenants in the building or violates any state law or local ordinance.

10. **OPTION TO TERMINATE**

Provided Tenant is not in default hereunder, Tenant may terminate this lease upon the last day of any month by giving written notice to Landlord at least thirty (30) days prior to such termination and by paying with such notice in addition to the current month's rent a sum equal to two (2) month rent as liquidated damages for loss of rent between the termination date and the original expiration date. All rights of Landlord which shall have accrued prior to such termination, including all rights related to the condition of the leased premises, shall survive such termination.

11. **EVICTION FOR VIOLATION OF LEASE**

A. **Notice of Violation.** 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 terms of this lease the following may 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 five (5) days of delivery of the notice.

(2) If the Tenant does not comply within that five (5) day period, the Landlord may deliver to the Tenant a second written notice that the lease will end within ten (10) days. On the tenth day, the lease term automatically terminates and the Tenant must leave the residence and return the keys to the Landlord.

(3) If the tenant complies within the applicable five-day period, but there is a subsequent lease violation similar to the initial lease violation, the Landlord may terminate this lease by providing written notice to the Tenant stating the reason for termination and stating a date certain not be less than five (5) days after the giving of such notice that the lease shall terminate.

B. Eviction for Failure to Pay Rent. If the Tenant fails to pay the rent when it is due the Landlord may send a notice that states that the lease will end in five (5) days, unless the Tenant pays all overdue rent and/or other charges (if applicable) before that five (5) day period ends. If the Tenant fails to pay the overdue rent and/or the late charges within the applicable five (5) day period, the lease term automatically terminates and the Tenant shall leave the residence and return the keys to the landlord.

C. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate treat to their health or safety of other residents or the Landlord or the Landlord's employees or agents, 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 written notice shall:

(1) State the reasons for termination (if applicable);

(2) Be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant at the residence and by delivering a copy of the notice to the residence.

12. **DESTRUCTION/DAMAGE TO PREMISES**

(a) If the premises are damaged or destroyed so that the enjoyment of the promises is substantially impaired, then the rent shall be proportionately paid up to time of the casualty and thenceforth shall cease until the date when the premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment, Landlord or Tenant shall have the right to terminate the term of the lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in notice, (which shall be not more then fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the premises, and the Lease shall not terminate. If the premises are damaged or destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

 the premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the premises which is usable by Tenant. If the premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

13. NOTIFYING THE LANDLORD OR 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 Landlord's address or, if it is mailed, two days after the date it is postmarked.

14. PAYMENT OF ATTORNEY'S FEES

In the event that either party is forced to initiate legal proceedings and there is a contested hearing, the non-prevailing party shall pay the prevailing party his/hers/its reasonable attorney's fees in cases of wanton disregard of the terms of the lease agreement.

15. WAIVER OF TRIAL BY JURY

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the lease to Tenant's use and occupancy of the premises other than an action for personal injury.

16. ABANDONED PROPERTY

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

17. SUBLEASING

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

18. PETS

The Tenants may not maintain pets in the residence without written consent of the Landlord. If such consent is given it shall be revocable by Landlord at any time for good cause. An additional security deposit may be required by the Landlord, at this sole discretion, if consent is granted.

PERSONAL PROPERTY LIMITATIONS

The Tenant shall not utilize a kerosene heater in the leased premises, nor shall Tenant have any waterbeds or other waterfilled furniture in the leased premises, without the written consent of the Landlord.

20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Tenant has inspected the premises and is familiar and satisfied with its present condition. The taking of possession of the Residence by Tenant shall be conclusive evidence that the Residence was in good and satisfactory condition at the time such possession was taken.

21. TERMINATION OF TENANCY/DOUBLE RENT FROM "HOLD-OVER" TENANT

When the tenancy ends, the Tenant agrees to vacate the leased premises and return the residence in the same condition as it was at the start of the lease, except for normal wear and tear. If the Tenant fails to vacate the premises or fails to return the keys to the residence or other designated place, the Tenant shall be considered a "hold-over" Tenant. So long as the Tenant remains a "hold-over" Tenant, the Landlord may recover double the amount of rent due for each day the Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the lease by fifteen (15).

22. RULES AND REGULATIONS

Landlord reserves the right to make rules and regulations from time to time relating to the use and operation of the premises. Tenant agrees to abide by such rules and regulations and agrees that any violation thereof shall be deemed a default. No external television or radio antennas and no clothes lines shall be installed outside the premises, nor shall signs or other devices be hung from the exterior of the premises. The Tenant shall use picture hooks and not nails or other devices from hanging articles on the interior walls. The toilets and sinks shall not be used for any purpose other than those for which they are constructed, nor shall rubbish, rags or other improper articles be thrown into the toilets or sinks. No grease shall be poured in the kitchen sinks. Damage to the building caused by the misuse of such equipment shall be borne solely by the Tenant. The Tenant shall not change, alter or replace any locks on the demised premises without the written permission of the Landlord. Damage to screens and sliding doors caused by misuse shall be borne solely by the Tenant.

23. ENTIRE AGREEMENT/NO ORAL AGREEMENTS

The agreements contained in the Lease set forth the entire understanding of the parties and, shall not be changed or terminated orally.

25. OBLIGATION

If there is more than one Tenant, their obligations hereunder shall be joint and several. All terms and conditions of this lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of the parties hereto. Any notice required or permitted by the terms of this lease or any legal service of process may be given by or to or served upon any one Tenant, if there be more than one, and shall have the same effect as if given to or served upon all.