

Oct. 25<sup>th</sup>

# Residential Rental Agreement

Unit #1 , 515 Cumberland Ave., Portland, Maine 04101

**1. PARTIES and PREMISES:**

**Fesenko Estate, LLC**, (herein Landlord) does hereby rent to **Edwin Rich & Laura Simonse** (herein Tenant), and Tenant hereby rents from Landlord, the following (the "Premises"):

Unit #1, at 515 Cumberland Ave., Portland, Maine 04101.

**2. TERM:**

The term of this Agreement shall be for **12 months**, beginning on **November 1<sup>st</sup> 2013**, and ending **October 31<sup>st</sup>, 2014**. Upon expiration, this Agreement shall terminate without any further notice to or by either party, unless otherwise agreed to and reduced to a writing signed by Landlord and Tenant. Any holdover by Tenant beyond the term of this Agreement shall be subject to market rental rates. Tenant shall occupy the premises on a month-to-month basis, cancelable with **60 days notice**.

**3. RENT:**

At the time of signing of this Residential Rental Agreement ("Agreement"), Tenant shall owe Landlord prepaid rent for the:

- Security deposit in the amount of **\$2300.00** and as described in Paragraph 4 below;
- **\$1150.00** at the time of signing of this Agreement (1/2 Security deposit)
- **\$575.00** by \_\_November 1<sup>st</sup> (1/4 of the security deposit in addition to November rent of \$1150.00)
- **\$575.00** by \_\_December 1<sup>st</sup> (1/4 of the security deposit in addition to December rent of \$1150.00)

Monthly payments beginning at **\$1150.00** shall be due at the first day of each month in advance. A **4% late fee** shall be assessed for any rent installment not paid by the **7<sup>th</sup> day of each month**.

**4. SECURITY DEPOSIT:**

Tenant shall pay paid to Landlord the sum of **\$2300.00 (two thousand three hundred dollars)**, which shall be held as security for Tenant's performance as herein provided, and refunded to Tenant at the termination of this Agreement, subject to Tenant's satisfactory compliance with the conditions hereof as more specifically set forth in this Agreement. Tenant is prohibited from applying this security deposit against any rents or other payments due without the written permission of the Landlord.

Uses of the security deposit include compensating Landlord for any damage caused by a pet and disposing of trash not properly disposed of by tenant.

**5. USE OF PREMISES:**

Tenant shall use the premises for a private residence and in no instance for more than **TWO** adults. **No pets**. No firearms or weapons are allowed. No overnight guests are allowed for **more than 2 nights each week without permission of the Landlord**.

**6. MAINTENANCE OF PREMISES:**

Tenant agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Agreement, reasonable wear and tear accepted, acknowledging that the Premises are now in good order. Tenant shall remove trash in a timely manner as required, and **shall use City of Portland garbage bags** for all trash; (except properly discarded recyclables); and failure to do so will be considered a nuisance and a violation of this Agreement.

Tenant is prohibited from painting or wall papering the Premises or any part of the Premises. Tenant shall not permit the Premises to be damaged, stripped or defaced, nor suffer any waste. Tenant shall obtain Landlord's prior written consent before making any alterations to the Premises, including but not limited to the installation of blinds or curtains.

**7. ASSIGNMENT OR SUBLETTING:**

Tenant shall not assign this Agreement or sublet the Premises.

**8. LANDLORD'S ACCESS:**

Landlord may, at reasonable times, with 24 hour advance notice to Tenant, enter to view and/or inspect the Premises, to make repairs thereto, or to show the same to a prospective tenant, purchaser or mortgagee. In the event of an emergency, if Landlord is unable to contact Tenant, Landlord may enter the Premises without Tenant having received prior notice.

**9. DISTURBANCE:**

Neither Tenant nor its guests shall make or permit disturbing noises to be made in the Premises, nor do or commit anything which is unlawful, noisy, destructive, improper or otherwise offensive or which will interfere with the rights, comforts, quiet enjoyment or convenience of neighbors. Any of the above-described behavior constitutes a nuisance, which shall be a violation of the terms of this Agreement, and shall be grounds for Landlord issuing a seven-day notice to quit the Premises.

Any disturbance, guest, invitee, noise or activity that unduly imposes upon the landlord or its agents, or that causes damage to the Premises, shall be deemed to be a nuisance, and is prohibited by this agreement.

**10. LOSS OR DAMAGE:**

Tenant agrees to indemnify and hold harmless Landlord from any loss, damage and expense to the Premises caused by Tenant or Tenant's guests or invitees. Landlord shall not be liable to Tenant for damage to or loss of Tenant's property that may be lost or stolen, damaged or destroyed by fire, water or otherwise. Tenant acknowledges that any insurance coverage provided by Landlord does not insure Tenant's personal property or physical improvements.

**11. SMOKING**

Smoking is prohibited inside the building. Tenant agrees not to smoke inside the building and to ensure that guests do not smoke inside the building. In the event that Tenant or Tenant's guests violate this provision, Tenant will be assessed the actual cost of cleaning and repainting the contaminated area, minimum **\$200**.

**12. PETS**

Pets are generally discouraged, because they invariably cause some damage to the apartment and can be obnoxious to other tenants. If Tenant chooses to have pets, the monthly rent will be increased as follows:

Tenant agrees to ensure that pets do not damage the property or disturb other tenants. In addition, tenants with **dogs must buy a renter's insurance and provide landlord with a dog biting history letter (Insurance requirement)**.

**13. NOTICE:**

All payments and notices from Tenant to Landlord shall be

**LEFT IN THE "LINA FESENKO" MAILBOX.**

Notices or demands from Landlord to Tenant shall be deemed to have been properly given if sent by certified mail to Tenant at the address of the Premises, or hand delivered to the Premises. Notice or demands from Tenant to Landlord shall be deemed to have been properly given if sent by certified mail to Landlord's agent above, or hand delivered in person.

**14. UTILITIES:**

Landlord shall be responsible for utility costs, including heat and hot water, water and sewer with the following exceptions:

13.1 Telephone – no

13.2 Cable TV or optional services – no

13.3 Electricity – no

13.4 Cooking gas - no

*800-450-4000 CMP*

**15. VACATING**

Tenant shall provide the landlord with **60 days notice** of intent to vacate the unit. Tenant agrees to leave a vacated apartment clean. Failure to leave a vacated apartment as clean as it was at move in will result in a **cleaning fee of a minimum of \$150**.

**16. DEFAULT/REMEDIES:**

If Tenant fails to comply with any term, covenant, condition, or obligation contained in their Agreement, including but not limited to a failure to pay rent by the seventh day of the month; or any statement subscribed by Tenant in a rental application for the premises is untrue; or if the Premises are abandoned; or if the premises are left vacant for more than thirty (30) days, without prior notice to the Landlord; then, in any of the aforesaid circumstances and not withstanding any waiver of any prior breach, Landlord may terminate this Agreement by a seven (7) day written notice to Tenant to vacate the Premises, and may proceed thereafter to regain possession of the Premises. Landlord may also seek judgment for the balance of payments due under this Agreement.

**17. MAINTENANCE OF APPLIANCES:**

Landlord shall be responsible for any repairs required to maintain appliances in working order during this tenancy.

**18. WAIVER:**

The waiver of any breach of any term, condition, covenant, obligation or agreement contained herein shall not be construed as a waiver of that or any other term or of any subsequent breach thereof.

**19. SEPARABILITY CLAUSE:**

If any provision of this Agreement or part thereof shall be held to be invalid or unenforceable by legislation or judicial decision, the remainder of the Agreement or the application thereof to other persons or circumstances shall not be thereby affected.

**20. JOINT AND SEVERAL LIABILITY:**

All tenants shall be jointly and severally responsible for the obligations under this Agreement.

**21. OTHER MATTERS:**

Landlord provides snow plowing on the driveway during winter season as a courtesy to tenants of 515 Cumberland Ave. Around a car it is Tenant's responsibility to keep it clean of snow. Reasonable effort shall be made by Tenant to remove snow from the front and back door steps (if not cleared yet by the snow plowing person), and assist in maintaining safe entry and exit to the building. Shovels, sand, gravel, and ice melt are located in the basement and other sites around the building for use on the doorsteps, walkways and driveway. Please help yourself.

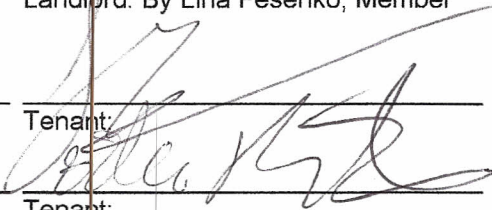
Landlord intends that the driveway will be cleared within a reasonable time after storms sufficiently for entry and exit by vehicles that are properly equipped for Maine winter driving conditions. Tenants purchasing additional plowing or auto towing services do so at their own expense.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands this 23<sup>rd</sup> day of **September, 2013**.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord: By Lina Fesenko, Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant:  


\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant:

# Residential Rental Agreement

Unit #2 , 515 Cumberland Ave., Portland, Maine 04101

## 1. PARTIES and PREMISES:

Fesenko Estate, LLC, (herein Landlord) does hereby rent to Chelsea M. Pickett (herein Tenant), and Tenant hereby rents from Landlord, the following (the "Premises"):

Unit #2, at 515 Cumberland Ave., Portland, Maine 04101.

## 2. TERM:

The term of this Agreement shall be for **12 months**, beginning on **August 1<sup>st</sup> 2013**, and ending **July 31<sup>st</sup>, 2014**. Upon expiration, this Agreement shall terminate without any further notice to or by either party, unless otherwise agreed to and reduced to a writing signed by Landlord and Tenant. Any holdover by Tenant beyond the term of this Agreement shall be subject to market rental rates. Tenant shall occupy the premises on a month-to-month basis, cancelable with **60 days notice**.

## 3. RENT:

At the time of signing of this Residential Rental Agreement ("Agreement"), Tenant shall owe Landlord prepaid rent for the:

- First month of **August** in the amount of **\$640.00**;
- And security deposit in the amount of **\$1280.00** and as described in Paragraph 4 below;

For a total of **\$1920.00** payable as follows:

- **\$ 640.00** at the time of signing of this Agreement (1/2 Security deposit)
- **\$ 320.00** by August 1<sup>st</sup> (1/4 of the security deposit in addition to August rent of \$640.00)
- **\$ 320.00** by September 1<sup>st</sup> (1/4 of the security deposit in addition to September rent of \$ 640.00)

Monthly payments beginning at **\$640.00** shall be due at the first day of each month in advance. A 4% late fee shall be assessed for any rent installment not paid by the 7<sup>th</sup> day of each month.

## 4. SECURITY DEPOSIT:

Tenant shall pay paid to Landlord the sum of \$1280.00 (one thousand two hundred eighty dollars), which shall be held as security for Tenant's performance as herein provided, and refunded to Tenant at the termination of this Agreement, subject to Tenant's satisfactory compliance with the conditions hereof as more specifically set forth in this Agreement. Tenant is prohibited from applying this security deposit against any rents or other payments due without the written permission of the Landlord.

Uses of the security deposit include compensating Landlord for any damage caused by a pet and disposing of trash not properly disposed of by tenant.

## 5. USE OF PREMISES:

Tenant shall use the premises for a private residence and in no instance for more than **ONE** adult. **One cat is allowed**. No firearms or weapons are allowed. No overnight guests are allowed for **more than 2 nights each week without permission of the Landlord**.

## 6. MAINTENANCE OF PREMISES:

Tenant agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Agreement, reasonable wear and tear accepted, acknowledging that the Premises are now in good order. Tenant shall remove trash in a timely manner as required, and **shall use City of Portland garbage bags** for all trash; (except properly discarded recyclables); and failure to do so will be considered a nuisance and a violation of this Agreement.

Tenant is prohibited from painting or wall papering the Premises or any part of the Premises. Tenant shall not permit the Premises to be damaged, stripped or defaced, nor suffer any waste. Tenant shall obtain Landlord's prior written consent before making any alterations to the Premises, including but not limited to the installation of blinds or curtains.

**7. ASSIGNMENT OR SUBLETTING:**

Tenant shall not assign this Agreement or sublet the Premises.

**8. LANDLORD'S ACCESS:**

Landlord may, at reasonable times, with 24 hour advance notice to Tenant, enter to view and/or inspect the Premises, to make repairs thereto, or to show the same to a prospective tenant, purchaser or mortgagee. In the event of an emergency, if Landlord is unable to contact Tenant, Landlord may enter the Premises without Tenant having received prior notice.

**9. DISTURBANCE:**

Neither Tenant nor its guests shall make or permit disturbing noises to be made in the Premises, nor do or commit anything which is unlawful, noisy, destructive, improper or otherwise offensive or which will interfere with the rights, comforts, quiet enjoyment or convenience of neighbors. Any of the above-described behavior constitutes a nuisance, which shall be a violation of the terms of this Agreement, and shall be grounds for Landlord issuing a seven-day notice to quit the Premises.

Any disturbance, guest, invitee, noise or activity that unduly imposes upon the landlord or its agents, or that causes damage to the Premises, shall be deemed to be a nuisance, and is prohibited by this agreement.

**10. LOSS OR DAMAGE:**

Tenant agrees to indemnify and hold harmless Landlord from any loss, damage and expense to the Premises caused by Tenant or Tenant's guests or invitees. Landlord shall not be liable to Tenant for damage to or loss of Tenant's property that may be lost or stolen, damaged or destroyed by fire, water or otherwise. Tenant acknowledges that any insurance coverage provided by Landlord does not insure Tenant's personal property or physical improvements.

**11. SMOKING**

Smoking is prohibited inside the building. Tenant agrees not to smoke inside the building and to ensure that guests do not smoke inside the building. In the event that Tenant or Tenant's guests violate this provision, Tenant will be assessed the actual cost of cleaning and repainting the contaminated area, minimum **\$200**.

**12. PETS**

Pets are generally discouraged, because they invariably cause some damage to the apartment and can be obnoxious to other tenants. If Tenant chooses to have pets, the monthly rent will be increased as follows:

Tenant agrees to ensure that pets do not damage the property or disturb other tenants. In addition, tenants with dogs must buy a renter's insurance and provide landlord with a dog biting history letter (Insurance requirement).

**13. NOTICE:**

All payments and notices from Tenant to Landlord shall be

**LEFT IN THE "LINA FESENKO" MAILBOX.**

Notices or demands from Landlord to Tenant shall be deemed to have been properly given if sent by certified mail to Tenant at the address of the Premises, or hand delivered to the Premises. Notice or demands from Tenant to Landlord shall be deemed to have been properly given if sent by certified mail to Landlord's agent above, or hand delivered in person.

**14. UTILITIES:**

Landlord shall be responsible for utility costs, including heat and hot water, water and sewer with the following exceptions:

- 13.1 Telephone – no
- 13.2 Cable TV or optional services – no
- 13.3 Electricity – yes
- 13.4 Cooking gas - yes

**15. VACATING**

Tenant shall provide the landlord with **60 days notice** of intent to vacate the unit. Tenant agrees to leave a vacated apartment clean. Failure to leave a vacated apartment as clean as it was at move in will result in a **cleaning fee of a minimum of \$150.**

**16. DEFAULT/REMEDIES:**

If Tenant fails to comply with any term, covenant, condition, or obligation contained in their Agreement, including but not limited to a failure to pay rent by the seventh day of the month; or any statement subscribed by Tenant in a rental application for the premises is untrue; or if the Premises are abandoned; or if the premises are left vacant for more than thirty (30) days, without prior notice to the Landlord; then, in any of the aforesaid circumstances and not withstanding any waiver of any prior breach, Landlord may terminate this Agreement by a seven (7) day written notice to Tenant to vacate the Premises, and may proceed thereafter to regain possession of the Premises. Landlord may also seek judgment for the balance of payments due under this Agreement.

**17. MAINTENANCE OF APPLIANCES:**

Landlord shall be responsible for any repairs required to maintain appliances in working order during this tenancy.

**18. WAIVER:**

The waiver of any breach of any term, condition, covenant, obligation or agreement contained herein shall not be construed as a waiver of that or any other term or of any subsequent breach thereof.

**19. SEPARABILITY CLAUSE:**

If any provision of this Agreement or part thereof shall be held to be invalid or unenforceable by legislation or judicial decision, the remainder of the Agreement or the application thereof to other persons or circumstances shall not be thereby affected.

**20. JOINT AND SEVERAL LIABILITY:**

All tenants shall be jointly and severally responsible for the obligations under this Agreement.

**21. OTHER MATTERS:**

Landlord provides snow plowing on the driveway during winter season as a courtesy to tenants of 515 Cumberland Ave. Around a car it is Tenant's responsibility to keep it clean of snow. Reasonable effort shall be made by Tenant to remove snow from the front and back door steps (if not cleared yet by the snow plowing person), and assist in maintaining safe entry and exit to the building. Shovels, sand, gravel, and ice melt are located in the basement and other sites around the building for use on the doorsteps, walkways and driveway. Please help yourself.

Landlord intends that the driveway will be cleared within a reasonable time after storms sufficiently for entry and exit by vehicles that are properly equipped for Maine winter driving conditions. Tenants purchasing additional plowing or auto towing services do so at their own expense.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands this \_\_\_\_\_ day of **July 2013.**

\_\_\_\_\_  
Witness

*Chelsea M Piccott*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord: By Lina Fesenko, Member

*Lina Fesenko*

\_\_\_\_\_  
Tenant:

# Residential Rental Agreement

Unit #3, 515 Cumberland Ave., Portland, Maine 04101

## 1. PARTIES and PREMISES:

**Fesenko Estate, LLC**, (herein Landlord) does hereby rent to Terry Robbins (herein Tenant), and Tenant hereby rents from Landlord, the following (the "Premises"):

Unit #3, at 515 Cumberland Ave., Portland, Maine 04101

## 2. TERM:

The term of this Agreement shall be for **12 months and 5 days**, beginning on **January 27, 2014**, and ending **January 31<sup>st</sup>, 2015**. After 12 months, Tenant shall occupy the premises on a month-to-month basis, cancelable with **60 days notice**. Any holdover by Tenant beyond the term of this Agreement shall be subject to market rental rates. All other terms of this Agreement remain effective.

## 3. RENT:

At the time of signing of this Residential Rental Agreement ("Agreement"), Tenant shall owe Landlord prepaid rent for the:

- First month of **January** in the amount of **\$145.16** *116.13 Dec*
- The month of **February** in the amount of **\$900.00**
- The **last month** security deposit in the amount of **\$900.00**

For a total of **\$1,945.16** *1916.13 Dec* payable as follows:

- **\$145.16** *116.13 Dec* at the time of signing of this Agreement (First month rent)
- **\$900.00** on February 1 (February rent)
- **\$1,350.00** on March 1 (1/2 of the last month rent in addition to March rent of \$900.00)
- **\$1,350.00** on April 1 (1/2 of the last month rent in addition to April rent of \$900.00)

Monthly payments beginning at **\$900.00** shall be due at the first day of each month in advance. A 4% late fee shall be assessed for any rent installment not paid by the 7<sup>th</sup> day of each month.

## 4. SECURITY DEPOSIT:

Tenant shall pay to Landlord the sum of **\$1,800.00**, which shall be held as security for Tenant's performance as herein provided, and refunded to Tenant at the termination of this Agreement, subject to Tenant's satisfactory compliance with the conditions hereof as more specifically set forth in this Agreement. Tenant is prohibited from applying this security deposit against any rents or other payments due without the written permission of the Landlord.

Uses of the security deposit include compensating Landlord for any damage caused by a pet and disposing of trash not properly disposed of by tenant.

## 5. USE OF PREMISES:

Tenant shall use the premises for a private residence and in no instance for more than **one** adult. No firearms or weapons are allowed. No overnight guests are allowed for more than 2 nights each week without permission of the Landlord.

## 6. MAINTENANCE OF PREMISES:

Tenant agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Agreement, reasonable wear and tear accepted, acknowledging that the Premises are now in good order. Tenant shall remove trash in a timely manner as required, and **shall use City of Portland garbage bags** for all trash; (except properly discarded recyclables); and failure to do so will be considered a nuisance and a violation of this Agreement.

Tenant is prohibited from painting or wall papering the Premises or any part of the Premises. Tenant shall not permit the Premises to be damaged, stripped or defaced, nor suffer any waste. Tenant shall obtain Landlord's prior written consent before making any alterations to the Premises, including but not limited to the installation of blinds or curtains.

**7. ASSIGNMENT OR SUBLETTING:**

Tenant shall not assign this Agreement or sublet the Premises.

**8. LANDLORD'S ACCESS:**

Landlord may, at reasonable times, with 24 hour advance notice to Tenant, enter to view and/or inspect the Premises, to make repairs thereto, or to show the same to a prospective tenant, purchaser or mortgagee. In the event of an emergency, if Landlord is unable to contact Tenant, Landlord may enter the Premises without Tenant having received prior notice.

**9. DISTURBANCE:**

Neither Tenant nor its guests shall make or permit disturbing noises to be made in the Premises, nor do or commit anything which is unlawful, noisy, destructive, improper or otherwise offensive or which will interfere with the rights, comforts, quiet enjoyment or convenience of neighbors. Any of the above-described behavior constitutes a nuisance, which shall be a violation of the terms of this Agreement, and shall be grounds for Landlord issuing a seven-day notice to quit the Premises.

Any disturbance, guest, invitee, noise or activity that unduly imposes upon the landlord or its agents, or that causes damage to the Premises, shall be deemed to be a nuisance, and is prohibited by this agreement.

**10. LOSS OR DAMAGE:**

Tenant agrees to indemnify and hold harmless Landlord from any loss, damage and expense to the Premises caused by Tenant or Tenant's guests or invitees. Landlord shall not be liable to Tenant for damage to or loss of Tenant's property that may be lost or stolen, damaged or destroyed by fire, water or otherwise. Tenant acknowledges that any insurance coverage provided by Landlord does not insure Tenant's personal property or physical improvements.

**11. SMOKING**

Smoking is prohibited inside the building. Tenant agrees not to smoke inside the building and to ensure that guests do not smoke inside the building. In the event that Tenant or Tenant's guests violate this provision, Tenant will be assessed the actual cost of cleaning and repainting the contaminated area, minimum **\$200**.

**12. PETS**

Pets are generally discouraged, because they invariably cause some damage to the apartment and can be obnoxious to other tenants. If Tenant chooses to have pets, the monthly rent will be increased as follows:

- Cats: \$25/month
- Dogs: \$50/month
- Other: Amount determined individually

Tenant agrees to ensure that pets do not damage the property or disturb other tenants. In addition, tenants with dogs must buy a renter's insurance and provide landlord with a dog biting history letter (Insurance requirement).

**13. NOTICE:**

All payments and notices from Tenant to Landlord shall be sent to:

Lina Fesenko  
88 Woodland Drive  
West Gardiner, Maine 04345

**OR LEFT IN THE "LINA FESENKO" MAILBOX.**

Notices or demands from Landlord to Tenant shall be deemed to have been properly given if sent by certified mail to Tenant at the address of the Premises, or hand delivered to the Premises. Notice or demands from Tenant to Landlord shall be deemed to have been properly given if sent by certified mail to Landlord's agent above, or hand delivered in person.

**14. UTILITIES:**

Landlord shall be responsible for utility costs, including heat and hot water, water and sewer with the following exceptions:

- 13.1 Telephone – no
- 13.2 Cable TV or optional services – no



13.3 Electricity – no

**15. VACATING**

Tenant shall provide the landlord with **60 days notice** of intent to vacate the unit. Tenant agrees to leave a vacated apartment clean. Failure to leave a vacated apartment as clean as it was at move in will result in a **cleaning fee of a minimum of \$150.**

**16. DEFAULT/REMEDIES:**

If Tenant fails to comply with any term, covenant, condition, or obligation contained in their Agreement, including but not limited to a failure to pay rent by the seventh day of the month; or any statement subscribed by Tenant in a rental application for the premises is untrue; or if the Premises are abandoned; or if the premises are left vacant for more than thirty (30) days, without prior notice to the Landlord; then, in any of the aforesaid circumstances and not withstanding any waiver of any prior breach, Landlord may terminate this Agreement by a seven (7) day written notice to Tenant to vacate the Premises, and may proceed thereafter to regain possession of the Premises. Landlord may also seek judgment for the balance of payments due under this Agreement.

**17. MAINTENANCE OF APPLIANCES:**

Landlord shall be responsible for any repairs required to maintain appliances in working order during this tenancy.

**18. WAIVER:**

The waiver of any breach of any term, condition, covenant, obligation or agreement contained herein shall not be construed as a waiver of that or any other term or of any subsequent breach thereof.

**19. SEPARABILITY CLAUSE:**

If any provision of this Agreement or part thereof shall be held to be invalid or unenforceable by legislation or judicial decision, the remainder of the Agreement or the application thereof to other persons or circumstances shall not be thereby affected.

**20. JOINT AND SEVERAL LIABILITY:**

All tenants shall be jointly and severally responsible for the obligations under this Agreement.

**21. OTHER MATTERS:**

Landlord provides snow plowing on the driveway during winter season as a courtesy to tenants of 515 Cumberland Ave. Around a car it is Tenant's responsibility to keep it clean of snow. Reasonable effort shall be made by Tenant to remove snow from the front and back door steps (if not cleared yet by the snow plowing person), and assist in maintaining safe entry and exit to the building. Shovels, sand, gravel, and ice melt are located in the basement and other sites around the building for use on the doorsteps, walkways and driveway. Please help yourself.

Landlord intends that the driveway will be cleared within a reasonable time after storms sufficiently for entry and exit by vehicles that are properly equipped for Maine winter driving conditions. Tenants purchasing additional plowing or auto towing services do so at their own expense.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands this 27<sup>th</sup> day of January 2014.

\_\_\_\_\_  
Witness

*Lina V. Fesenko*

\_\_\_\_\_  
Landlord: By Lina Fesenko, Member

\_\_\_\_\_  
Witness

*Trey W. Pollock*  
\_\_\_\_\_  
Tenant:

# Residential Rental Agreement

Unit #4, 515 Cumberland Ave., Portland, Maine 04101

## 1. PARTIES and PREMISES:

**Fesenko Estate, LLC**, (herein Landlord) does hereby rent to **Sarah Witkowski** (herein Tenant), and Tenant hereby rents from Landlord, the following (the "Premises"):

Unit #4, at 515 Cumberland Ave., Portland, Maine 04101

## 2. TERM:

The initial term of this Agreement shall be for **12 months**, beginning on 11/8/2015, and ending 10/31/2016. After 12 months, Tenant shall occupy the premises on a month-to-month basis cancelable with **60 days notice** and subject to market rental rates. All other terms of this Agreement will remain effective.

## 3. RENT:

At the time of signing of this Residential Rental Agreement ("Agreement"), Tenant shall owe Landlord prepaid rent for the:

- Last month of **\$850.00**, and
- Balance of Pet Security Deposit of **\$101.67**

For a total of **\$951.67** payable as follows:

- 12/1/2015      **\$283.33** plus December rent of \$850 = **\$1,133.33**
- 1/1/2016      **\$283.33** plus January rent of \$850 = **\$1,133.33**
- 2/1/2016      **\$283.34** plus February rent of \$850 = **\$1,133.34**
- 3/1/2016      **\$101.67** plus March rent of \$850 = **\$951.67**  
**\$951.67**

Monthly payments beginning at **\$850.00** shall be due at the first day of each month in advance. A 4% late fee shall be assessed for any rent installment not paid by the 7<sup>th</sup> day of each month.

## 4. SECURITY DEPOSIT:

Tenant has paid to Landlord the sum of **\$850.00**, which shall be held as security for Tenant's performance as herein provided, and refunded to Tenant at the termination of this Agreement, subject to Tenant's satisfactory compliance with the conditions hereof as more specifically set forth in this Agreement. Tenant is prohibited from applying this security deposit against any rents or other payments due without the written permission of the Landlord.

Uses of the security deposit include compensating Landlord for any damage caused by a pet and disposing of trash not properly disposed of by tenant.

## 5. USE OF PREMISES:

Tenant shall use the premises for a private residence and in no instance for more than **one** adult. **One** pet allowed. No firearms or weapons are allowed. No overnight guests are allowed for more than 2 nights each week without permission of the Landlord.

## 6. MAINTENANCE OF PREMISES:

Tenant agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Agreement, reasonable wear and tear accepted, acknowledging that the Premises are now in good order. Tenant shall remove trash in a timely manner as required, and **shall use City of Portland garbage bags** for all trash; (except properly discarded recyclables); and failure to do so will be considered a nuisance and a violation of this Agreement.

Tenant is prohibited from painting or wall papering the Premises or any part of the Premises. Tenant shall not permit the Premises to be damaged, stripped or defaced, nor suffer any waste. Tenant shall obtain Landlord's

prior written consent before making any alterations to the Premises, including but not limited to the installation of blinds or curtains.

**7. ASSIGNMENT OR SUBLETTING:**

Tenant shall not assign this Agreement or sublet the Premises.

**8. LANDLORD'S ACCESS:**

Landlord may, at reasonable times, with 24 hour advance notice to Tenant, enter to view and/or inspect the Premises, to make repairs thereto, or to show the same to a prospective tenant, purchaser or mortgagee. In the event of an emergency, if Landlord is unable to contact Tenant, Landlord may enter the Premises without Tenant having received prior notice.

**9. DISTURBANCE:**

Neither Tenant nor its guests shall make or permit disturbing noises to be made in the Premises, nor do or commit anything which is unlawful, noisy, destructive, improper or otherwise offensive or which will interfere with the rights, comforts, quiet enjoyment or convenience of neighbors. Any of the above-described behavior constitutes a nuisance, which shall be a violation of the terms of this Agreement, and shall be grounds for Landlord issuing a seven-day notice to quit the Premises.

Any disturbance, guest, invitee, noise or activity that unduly imposes upon the landlord or its agents, or that causes damage to the Premises, shall be deemed to be a nuisance, and is prohibited by this agreement.

**10. LOSS OR DAMAGE:**

Tenant agrees to indemnify and hold harmless Landlord from any loss, damage and expense to the Premises caused by Tenant or Tenant's guests or invitees. Landlord shall not be liable to Tenant for damage to or loss of Tenant's property that may be lost or stolen, damaged or destroyed by fire, water or otherwise. Tenant acknowledges that any insurance coverage provided by Landlord does not insure Tenant's personal property or physical improvements.

**11. SMOKING**

Smoking is prohibited inside the building. Tenant agrees not to smoke inside the building and to ensure that guests do not smoke inside the building. In the event that Tenant or Tenant's guests violate this provision, Tenant will be assessed the actual cost of cleaning and repainting the contaminated area, minimum \$200.

**12. PETS**

Pets are discouraged. However, common household pets (dogs, cats, fish, birds) may be approved. Regardless of whether a pet is owned at signing of this Agreement or obtained later, each pet must be specifically approved by Landlord. If a pet is approved, Tenant must add \$250.00 to the Security Deposit (paragraph 4).

Tenants with dogs must have a renter's insurance policy and provide Landlord with proof of insurance and a dog biting history letter (Insurance requirement).

For Tenants with pets, Tenant agrees to abide by the Pets Addendum, which attaches to this Agreement.

**13. RETURNED CHECKS**

The tenant will pay a \$50.00 (fifty dollars) service fee as additional rent for any check returned to Landlord by the Tenant's bank for insufficient funds or any other reason.

**14. INOPERABLE VEHICLES**

Tenant is not permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, motorcycles and the like in the parking lot or any other portion of the property, or store any materials on the exterior of the premises or common areas without prior written consent of the Landlord. If Tenant breaches this condition, the Tenant understands that Landlord may dispose of any such vehicle or item at the Tenant's expense.

**15. LOCK CHANGES**

The Tenant may not change the locks to his/her Unit. In the event that Tenant changes the locks to premises, Tenant shall provide keys to Landlord within 48 hours or will be in default. If Tenant changes the locks and does not provide duplicate keys to Landlord, in the event of emergency, Landlord may gain admission to the Premises

through whatever means necessary and charge the Tenant reasonable costs for any resulting damage. Tenant is liable for all expenses incurred by Landlord to re-key the premises to conform with building standards.

**16. NOTICE:**

All payments and notices from Tenant to Landlord shall be mailed **OR LEFT IN THE "LINA FESENKO" MAILBOX.**

**Checks** must be made payable to **Lina Fesenko.** Address:

26 Algonquin Road Ext  
Cape Elizabeth, Maine 04107

Notices or demands from Landlord to Tenant shall be deemed to have been properly given if sent by certified mail to Tenant at the address of the Premises, or hand delivered to the Premises. Notice or demands from Tenant to Landlord shall be deemed to have been properly given if sent by certified mail to Landlord's agent above, or hand delivered in person.

**17. UTILITIES:**

Landlord shall be responsible for utility costs, including heat and hot water, water and sewer, and electricity with the following exceptions:

13.1 Telephone – no

13.2 Cable TV or optional services – no

**18. VACATING**

Tenant shall provide the landlord with **60 days notice** of intent to vacate the unit. Tenant agrees to leave a vacated apartment clean. Failure to leave a vacated apartment as clean as it was at move in will result in a **cleaning fee of a minimum of \$150.**

**19. DEFAULT/REMEDIES:**

If Tenant fails to comply with any term, covenant, condition, or obligation contained in their Agreement, including but not limited to a failure to pay rent by the seventh day of the month; or any statement subscribed by Tenant in a rental application for the premises is untrue; or if the Premises are abandoned; or if the premises are left vacant for more than thirty (30) days, without prior notice to the Landlord; then, in any of the aforesaid circumstances and not withstanding any waiver of any prior breach, Landlord may terminate this Agreement by a seven (7) day written notice to Tenant to vacate the Premises, and may proceed thereafter to regain possession of the Premises. Landlord may also seek judgment for the balance of payments due under this Agreement.

**20. MAINTENANCE OF APPLIANCES:**

Landlord shall be responsible for any repairs required to maintain appliances in working order during this tenancy.

**21. WAIVER:**

The waiver of any breach of any term, condition, covenant, obligation or agreement contained herein shall not be construed as a waiver of that or any other term or of any subsequent breach thereof.

**22. SEPARABILITY CLAUSE:**

If any provision of this Agreement or part thereof shall be held to be invalid or unenforceable by legislation or judicial decision, the remainder of the Agreement or the application thereof to other persons or circumstances shall not be thereby affected.

**23. JOINT AND SEVERAL LIABILITY:**

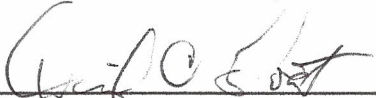
All tenants shall be jointly and severally responsible for the obligations under this Agreement.

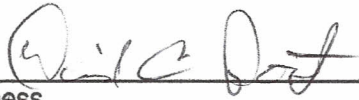
**24. OTHER MATTERS:**

Landlord provides snow plowing on the driveway during winter season as a courtesy to tenants of 515 Cumberland Ave. Around a car it is Tenant's responsibility to keep it clean of snow. Reasonable effort shall be made by Tenant to remove snow from the front and back door steps (if not cleared yet by the snow plowing person), and assist in maintaining safe entry and exit to the building. Shovels, sand, gravel, and ice melt are located in the basement and other sites around the building for use on the doorsteps, walkways and driveway. Please help yourself.

Landlord intends that the driveway will be cleared within a reasonable time after storms sufficiently for entry and exit by vehicles that are properly equipped for Maine winter driving conditions. Tenants purchasing additional plowing or auto towing services do so at their own expense.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands this 7<sup>th</sup> day of November 2015.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Landlord: By Lina Fesenko, Member

  
\_\_\_\_\_  
Tenant:

# Residential Rental Agreement

Unit #5 , 515 Cumberland Ave., Portland, Maine 04101

## 1. PARTIES and PREMISES:

**Fesenko Estate, LLC**, (herein Landlord) does hereby rent to  Jessica Joseph and Andrew Elie  (herein Tenant), and Tenant hereby rents from Landlord, the following (the "Premises"):

Unit #5, at 515 Cumberland Ave., Portland, Maine 04101.

## 2. TERM:

The initial term of this Agreement shall be for **12 months**, beginning on **August 15, 2014** , and ending **August 14, 2015**. After 12 months, Tenant shall occupy the premises on a month-to-month basis cancelable with **60 days notice**, subject to market rental rates. All other terms of this Agreement will remain effective.

## 3. RENT:

At the time of signing of this Residential Rental Agreement ("Agreement"), Tenant shall owe Landlord prepaid rent for the:

- Security deposit in the amount of \$ **1200.00 (paid)** and as described in Paragraph 4 below;
- Last month rent of **\$1200.00 (paid)**

Monthly payments of **\$1200.00** shall be due at the first day of each month in advance. A 4% late fee shall be assessed for any rent installment not paid by the 7<sup>th</sup> day of each month.

## 4. SECURITY DEPOSIT:

Tenant shall pay paid to Landlord the sum of **\$1200.00**, which shall be held as security for Tenant's performance as herein provided, and refunded to Tenant at the termination of this Agreement, subject to Tenant's satisfactory compliance with the conditions hereof as more specifically set forth in this Agreement. Tenant is prohibited from applying this security deposit against any rents or other payments due without the written permission of the Landlord.

Uses of the security deposit include, but not limited to compensating Landlord for any damage caused by a pet and disposing of trash not properly disposed of by tenant.

## 5. USE OF PREMISES:

Tenant shall use the premises for a private residence and in no instance for more than **TWO** adults. **No pets** allowed. No firearms or weapons are allowed. No overnight guests are allowed for more than 2 nights each week without permission of the Landlord.

## 6. MAINTENANCE OF PREMISES:

Tenant agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Agreement, reasonable wear and tear accepted, acknowledging that the Premises are now in good order. Tenant shall remove trash in a timely manner as required, and **shall use City of Portland garbage bags** for all trash; (except properly discarded recyclables); and failure to do so will be considered a nuisance and a violation of this Agreement.

Tenant is prohibited from painting or wall papering the Premises or any part of the Premises. Tenant shall not permit the Premises to be damaged, stripped or defaced, nor suffer any waste. Tenant shall obtain Landlord's prior written consent before making any alterations to the Premises, including but not limited to the installation of blinds or curtains.

## 7. ASSIGNMENT OR SUBLETTING:

Tenant shall not assign this Agreement or sublet the Premises.

## 8. LANDLORD'S ACCESS:

Landlord may, at reasonable times, with 24 hour advance notice to Tenant, enter to view and/or inspect the Premises, to make repairs thereto, or to show the same to a prospective tenant, purchaser or mortgagee. In the event of an emergency, if Landlord is unable to contact Tenant, Landlord may enter the Premises without Tenant having received prior notice.

**9. DISTURBANCE:**

Neither Tenant nor its guests shall make or permit disturbing noises to be made in the Premises, nor do or commit anything which is unlawful, noisy, destructive, improper or otherwise offensive or which will interfere with the rights, comforts, quiet enjoyment or convenience of neighbors. Any of the above-described behavior constitutes a nuisance, which shall be a violation of the terms of this Agreement, and shall be grounds for Landlord issuing a seven-day notice to quit the Premises.

Any disturbance, guest, invitee, noise or activity that unduly imposes upon the landlord or its agents, or that causes damage to the Premises, shall be deemed to be a nuisance, and is prohibited by this agreement.

**10. LOSS OR DAMAGE:**

Tenant agrees to indemnify and hold harmless Landlord from any loss, damage and expense to the Premises caused by Tenant or Tenant's guests or invitees. Landlord shall not be liable to Tenant for damage to or loss of Tenant's property that may be lost or stolen, damaged or destroyed by fire, water or otherwise. Tenant acknowledges that any insurance coverage provided by Landlord does not insure Tenant's personal property or physical improvements.

**11. SMOKING**

Smoking is prohibited inside the building. Tenant agrees not to smoke inside the building and to ensure that guests do not smoke inside the building. In the event that Tenant or Tenant's guests violate this provision, Tenant will be assessed the actual cost of cleaning and repainting the contaminated area, minimum \$200.

**12. PETS**

Pets are generally discouraged, because they invariably cause some damage to the apartment and can be obnoxious to other tenants. If Tenant chooses to have pets, the monthly rent will be increased as follows:

Cats: \$25/month

Dogs: \$50/month

Other: Amount determined individually

Tenant agrees to ensure that pets do not damage the property or disturb other tenants. In addition, tenants with dogs must buy a renter's insurance and provide landlord with a dog biting history letter (Insurance requirement).

**13. RETURNED CHECKS**

The tenant will pay a \$50.00 (fifty dollars) service fee as additional rent for any check returned to Landlord by the Tenant's bank for insufficient funds or any other reason.

**14. INOPERABLE VEHICLES**

Tenant is not permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, motorcycles and the like in the parking lot or any other portion of the property, or store any materials on the exterior of the premises or common areas without prior written consent of the Landlord. If Tenant breaches this condition, the Tenant understands that Landlord may dispose of any such vehicle or item at the Tenant's expense.

**15. LOCK CHANGES**

The Tenant may not change the locks to his/her Unit. In the event that Tenant changes the locks to premises, Tenant shall provide keys to Landlord within 48 hours or will be in default. If Tenant changes the locks and does not provide duplicate keys to Landlord, in the event of emergency, Landlord may gain admission to the Premises through whatever means necessary and charge the Tenant reasonable costs for any resulting damage. Tenant is liable for all expenses incurred by Landlord to re-key the premises to conform with building standards.

**16. NOTICE:**

All payments and notices from Tenant to Landlord shall be **LEFT IN THE "LINA FESENKO" MAILBOX.**

Notices or demands from Landlord to Tenant shall be deemed to have been properly given if sent by certified mail to Tenant at the address of the Premises, or hand delivered to the Premises. Notice or demands from Tenant to Landlord shall be deemed to have been properly given if sent by certified mail to Landlord's agent above, or hand delivered in person.

**17. UTILITIES:**

Landlord shall be responsible for utility costs, including heat and hot water, water and sewer with the following exceptions:

17.1 Telephone – no

17.2 Cable TV or optional services – no

17.3 Electricity – no

17.4 Gas – no.

**18. VACATING**

Tenant shall provide the landlord with **60 days notice** of intent to vacate the unit. Tenant agrees to leave a vacated apartment clean. Failure to leave a vacated apartment as clean as it was at move in will result in a **cleaning fee of a minimum of \$150.**

**19. DEFAULT/REMEDIES:**

If Tenant fails to comply with any term, covenant, condition, or obligation contained in their Agreement, including but not limited to a failure to pay rent by the seventh day of the month; or any statement subscribed by Tenant in a rental application for the premises is untrue; or if the Premises are abandoned; or if the premises are left vacant for more than thirty (30) days, without prior notice to the Landlord; then, in any of the aforesaid circumstances and notwithstanding any waiver of any prior breach, Landlord may terminate this Agreement by a seven (7) day written notice to Tenant to vacate the Premises, and may proceed thereafter to regain possession of the Premises. Landlord may also seek judgment for the balance of payments due under this Agreement.

**20. MAINTENANCE OF APPLIANCES:**

Landlord shall be responsible for any repairs required to maintain appliances in working order during this tenancy.

**21. WAIVER:**

The waiver of any breach of any term, condition, covenant, obligation or agreement contained herein shall not be construed as a waiver of that or any other term or of any subsequent breach thereof.

**22. SEPARABILITY CLAUSE:**

If any provision of this Agreement or part thereof shall be held to be invalid or unenforceable by legislation or judicial decision, the remainder of the Agreement or the application thereof to other persons or circumstances shall not be thereby affected.

**23. JOINT AND SEVERAL LIABILITY:**

All tenants shall be jointly and severally responsible for the obligations under this Agreement.

**24. OTHER MATTERS:**

Landlord provides snow plowing on the driveway during winter season as a courtesy to tenants of 515 Cumberland Ave. Around a car it is Tenant's responsibility to keep it clean of snow. Reasonable effort shall be made by Tenant to remove snow from the front and back door steps (if not cleared yet by the snow plowing person), and assist in maintaining safe entry and exit to the building. Shovels, sand, gravel, and ice melt are located in the basement and other sites around the building for use on the doorsteps, walkways and driveway. Please help yourself.

Landlord intends that the driveway will be cleared within a reasonable time after storms sufficiently for entry and exit by vehicles that are properly equipped for Maine winter driving conditions. Tenants purchasing additional plowing or auto towing services do so at their own expense.

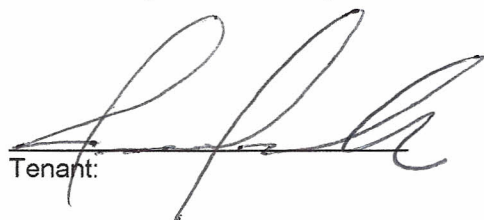
IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands this   15   day of **August 2014**.

  
\_\_\_\_\_  
Witness

\_\_Jessica Joseph

Andrew Elie  
Witness

\_\_\_\_\_  
Landlord: By Lina Fesenko, Member

  
\_\_\_\_\_  
Tenant:





## Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

### Information About Your Building

Residential Rental Unit Number Or Other Identifier: THIRD FLOOR

Street Address (including Rental complex name if applicable): 515 CUMBERLAND AVENUE, PORTLAND, MAINE 04101

A radon test in the unit identified above or in other parts of your building was completed on 21 / MAY / 2014.  
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 1.7 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester \_\_\_ /the landlord  /a Tenant \_\_\_  
If tested by a Maine-registered radon tester, their Maine Radon ID number is \_\_\_\_\_

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, *Radon in Rental Housing-A Serious Hidden Danger to Family Health*, is attached.

### ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

LINA V. FESENKO  
Landlord or Agent (printed)                      Date

JESSICA JOSEPH  
Tenant (printed)                                      Date  
Date

SARAH BELIVEAU  
Tenant (printed)                                      Date

\_\_\_\_\_  
Landlord or Agent (signed)                      Date  
[Signature]  
Tenant (signed)                                      9/1/14

\_\_\_\_\_  
Tenant (signed)                                      Date



# Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

## Information About Your Building

Residential Rental Unit Number Or Other Identifier: BASEMENT

Street Address (including Rental complex name if applicable): 515 CUMBERLAND AVENUE, PORTLAND, MAINE 04101

A radon test in the unit identified above or in other parts of your building was completed on 21 / MAY / 2014.  
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 14.6 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester \_\_\_ /the landlord  /a Tenant \_\_\_  
If tested by a Maine-registered radon tester, their Maine Radon ID number is \_\_\_\_\_

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health, is attached.

## ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

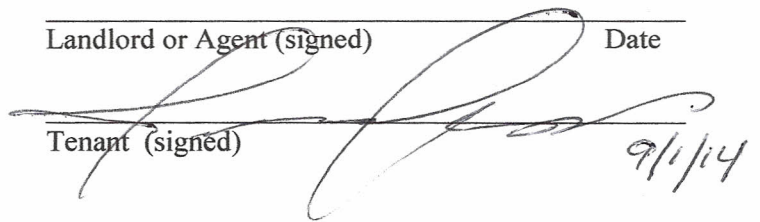
The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

LINA V. FESENKO  
Landlord or Agent (printed)                      Date

JESSICA JOSEPH  
Tenant (printed)                                      Date  
Date

SARAH BELIVEAU  
Tenant (printed)                                      Date

\_\_\_\_\_  
Landlord or Agent (signed)                      Date

  
Tenant (signed)                                      9/1/14

\_\_\_\_\_  
Tenant (signed)                                      Date

645 L<sup>2</sup>  
337

# Residential Rental Agreement

Unit #6, 515 Cumberland Ave., Portland, Maine 04101

**1. PARTIES and PREMISES:**

Fesenko Estate, LLC, (herein Landlord) does hereby rent to ANDREW BEAULIEU (herein Tenant), and Tenant hereby rents from Landlord, the following (the "Premises"):

Unit #6, at 515 Cumberland Ave., Portland, Maine 04101.

**2. TERM:**

The term of this Agreement shall be for **12 months**, beginning on **September 1<sup>st</sup> 2013**, and ending **August 31<sup>st</sup>, 2014**. Upon expiration, this Agreement shall terminate without any further notice to or by either party, unless otherwise agreed to and reduced to a writing signed by Landlord and Tenant. Any holdover by Tenant beyond the term of this Agreement shall be subject to market rental rates. After 12 months, Tenant shall occupy the premises on a month-to-month basis, cancelable with **60 days notice**.

**3. RENT:**

At the time of signing of this Residential Rental Agreement ("Agreement"), Tenant shall owe Landlord prepaid rent for the:

- First month of **September** in the amount of **\$675**; and
- Security deposit in the amount of \$ and as described in Paragraph 4 below;

For a total of **\$1350** payable as follows:

- \$ \$675 at the time of signing of this Agreement (1/2 Security deposit)
- \$ 337.50 by September 1<sup>st</sup> (1/4 of the security deposit in addition to September rent of \$675.00)
- \$ 337.50 by October (1/4 of the security deposit in addition to October rent of \$675.00)

Monthly payments beginning at \$ shall be due at the first day of each month in advance. A 4% late fee shall be assessed for any rent installment not paid by the 7<sup>th</sup> day of each month.

**4. SECURITY DEPOSIT:**

Tenant shall pay paid to Landlord the sum of \$ 1350 (One thousand three hundred fifty), which shall be held as security for Tenant's performance as herein provided, and refunded to Tenant at the termination of this Agreement, subject to Tenant's satisfactory compliance with the conditions hereof as more specifically set forth in this Agreement. Tenant is prohibited from applying this security deposit against any rents or other payments due without the written permission of the Landlord.

Uses of the security deposit include compensating Landlord for any damage caused by a pet and disposing of trash not properly disposed of by tenant.

**5. USE OF PREMISES:**

Tenant shall use the premises for a private residence and in no instance for more than **one adult**. **No pets** allowed. No firearms or weapons are allowed. No overnight guests are allowed for more than 2 nights each week without permission of the Landlord.

**6. MAINTENANCE OF PREMISES:**

Tenant agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Agreement, reasonable wear and tear accepted, acknowledging that the Premises are now in good order. Tenant shall remove trash in a timely manner as required, and **shall use City of Portland garbage bags** for all trash; (except properly discarded recyclables); and failure to do so will be considered a nuisance and a violation of this Agreement.

Tenant is prohibited from painting or wall papering the Premises or any part of the Premises. Tenant shall not permit the Premises to be damaged, stripped or defaced, nor suffer any waste. Tenant shall obtain Landlord's

prior written consent before making any alterations to the Premises, including but not limited to the installation of blinds or curtains.

**7. ASSIGNMENT OR SUBLETTING:**

Tenant shall not assign this Agreement or sublet the Premises.

**8. LANDLORD'S ACCESS:**

Landlord may, at reasonable times, with 24 hour advance notice to Tenant, enter to view and/or inspect the Premises, to make repairs thereto, or to show the same to a prospective tenant, purchaser or mortgagee. In the event of an emergency, if Landlord is unable to contact Tenant, Landlord may enter the Premises without Tenant having received prior notice.

**9. DISTURBANCE:**

Neither Tenant nor its guests shall make or permit disturbing noises to be made in the Premises, nor do or commit anything which is unlawful, noisy, destructive, improper or otherwise offensive or which will interfere with the rights, comforts, quiet enjoyment or convenience of neighbors. Any of the above-described behavior constitutes a nuisance, which shall be a violation of the terms of this Agreement, and shall be grounds for Landlord issuing a seven-day notice to quit the Premises.

Any disturbance, guest, invitee, noise or activity that unduly imposes upon the landlord or its agents, or that causes damage to the Premises, shall be deemed to be a nuisance, and is prohibited by this agreement.

**10. LOSS OR DAMAGE:**

Tenant agrees to indemnify and hold harmless Landlord from any loss, damage and expense to the Premises caused by Tenant or Tenant's guests or invitees. Landlord shall not be liable to Tenant for damage to or loss of Tenant's property that may be lost or stolen, damaged or destroyed by fire, water or otherwise. Tenant acknowledges that any insurance coverage provided by Landlord does not insure Tenant's personal property or physical improvements.

**11. SMOKING**

Smoking is prohibited inside the building. Tenant agrees not to smoke inside the building and to ensure that guests do not smoke inside the building. In the event that Tenant or Tenant's guests violate this provision, Tenant will be assessed the actual cost of cleaning and repainting the contaminated area, minimum **\$200**.

**12. PETS**

Pets are generally discouraged, because they invariably cause some damage to the apartment and can be obnoxious to other tenants. If Tenant chooses to have pets, the monthly rent will be increased as follows:

- Cats: \$25/month
- Dogs: \$50/month
- Other: Amount determined individually

Tenant agrees to ensure that pets do not damage the property or disturb other tenants. In addition, tenants with dogs must buy a renter's insurance and provide landlord with a dog biting history letter (Insurance requirement).

**13. NOTICE:**

**LEFT IN THE "LINA FESENKO" MAILBOX.**

Notices or demands from Landlord to Tenant shall be deemed to have been properly given if sent by certified mail to Tenant at the address of the Premises, or hand delivered to the Premises. Notice or demands from Tenant to Landlord shall be deemed to have been properly given if sent by certified mail to Landlord's agent above, or hand delivered in person.

**14. UTILITIES:**

Landlord shall be responsible for utility costs, including heat and hot water, water and sewer with the following exceptions:

- 13.1 Telephone – no
- 13.2 Cable TV or optional services – no
- 13.3 Electricity – no

**15. VACATING**

Tenant shall provide the landlord with **60 days notice** of intent to vacate the unit. Tenant agrees to leave a vacated apartment clean. Failure to leave a vacated apartment as clean as it was at move in will result in a **cleaning fee of a minimum of \$150.**

**16. DEFAULT/REMEDIES:**

If Tenant fails to comply with any term, covenant, condition, or obligation contained in their Agreement, including but not limited to a failure to pay rent by the seventh day of the month; or any statement subscribed by Tenant in a rental application for the premises is untrue; or if the Premises are abandoned; or if the premises are left vacant for more than thirty (30) days, without prior notice to the Landlord; then, in any of the aforesaid circumstances and not withstanding any waiver of any prior breach, Landlord may terminate this Agreement by a seven (7) day written notice to Tenant to vacate the Premises, and may proceed thereafter to regain possession of the Premises. Landlord may also seek judgment for the balance of payments due under this Agreement.

**17. MAINTENANCE OF APPLIANCES:**

Landlord shall be responsible for any repairs required to maintain appliances in working order during this tenancy.

**18. WAIVER:**

The waiver of any breach of any term, condition, covenant, obligation or agreement contained herein shall not be construed as a waiver of that or any other term or of any subsequent breach thereof.

**19. SEPARABILITY CLAUSE:**

If any provision of this Agreement or part thereof shall be held to be invalid or unenforceable by legislation or judicial decision, the remainder of the Agreement or the application thereof to other persons or circumstances shall not be thereby affected.

**20. JOINT AND SEVERAL LIABILITY:**

All tenants shall be jointly and severally responsible for the obligations under this Agreement.

**21. OTHER MATTERS:**

Landlord provides snow plowing on the driveway during winter season as a courtesy to tenants of 515 Cumberland Ave. Around a car it is Tenant's responsibility to keep it clean of snow. Reasonable effort shall be made by Tenant to remove snow from the front and back door steps (if not cleared yet by the snow plowing person), and assist in maintaining safe entry and exit to the building. Shovels, sand, gravel, and ice melt are located in the basement and other sites around the building for use on the doorsteps, walkways and driveway. Please help yourself.

Landlord intends that the driveway will be cleared within a reasonable time after storms sufficiently for entry and exit by vehicles that are properly equipped for Maine winter driving conditions. Tenants purchasing additional plowing or auto towing services do so at their own expense.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands this 13 day of **August 2013**.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord: By Lina Fesenko, Member

\_\_\_\_\_  
Witness

*A. Beaulieu*  
\_\_\_\_\_  
Tenant: