

SECURITY DEPOSIT AGREEMENT

THIS IS NOT A RENT RECEIPT

Received from Rebecca Taylor of 28 Winter St Portland.

The sum of \$625.00 Dollars.

As a security deposit for apartment # 3rd floor 1 Bedroom unit

Located at 60 Essex St Portland, Me Portland, Maine.

Balance of \$625 (rent 1st month) due on or before 4-1-99.

CONDITIONS FOR RETURN OF SECURITY DEPOSIT

1. Full term of lease has expired and 30 day notice given on or before rent is due.
2. No unpaid late charges or delinquent rents.
3. Keys have been returned to the manager/owner.
4. Apartment has been left in a clean and rentable condition including cleaning stove and defrosting refrigerator.
5. No damage has been done to property beyond normal wear and tear.
6. No scores or holes in woodwork and walls. All burned out light bulbs have been replaced.
7. Debris, rubbish and discards have been placed in proper rubbish containers.
8. Forwarding address has been give to the manager/owner.
9. No unpaid charges due to evictions or vacating the premises prior to the lease expiration as outlined in the lease agreement.
10. If any of the above conditions are not met the cost of labor and materials will be deducted from the security deposit.

The following items are in the apartment and are in good condition. Tenant is responsible for those items and shall leave them in the apartment and in good condition.

Bathroom:

1. Towel rack.
2. Toilet paper holder.
3. Shower, shower curtain, hose and clamps.
4. Water saving device in toilet.

Kitchen:

1. Stove and all knobs on stove front.
2. Refrigerator and all shelves.

General:

1. ~~All shades~~
2. All light bulbs
3. Smoke detector.

11. On 3-8-99 this \$625.00 is a non refundable deposit for taking the unit off the rental market. Once possession occurs on 4-1-99 this deposit reverts to a security deposit. Under the terms stated herein. If the applicant, Rebecca Taylor cannot or will not take possession on 4/1/99 this sum of \$625 is non refundable.

Undersigned agrees that this Security Deposit may not be applied as rent and that the full monthly rent will be paid on or before the last day of every month including the last month of occupancy.

[Signature]  
Owner or Manager

3-8-99  
Date

Rebecca Taylor 3/5  
Tenant

Tenant

RENTAL AGREEMENT

This agreement made and entered into this 29 day of March, 1999, between Vin Connolly, as LANDLORD, and Rebecca Taylor, as TENANT.

Witnesseth that:

1. The Landlord leases to the Tenant and the Tenant hires from the Landlord Apartment 602 in the premises known as 60 Exeter St Portland for the term of 12 (Months) ~~(Weeks)~~ commencing on the 1st day of APRIL 1999, and ending on the 31 day of MARCH 2000 at a (Monthly) ~~(Weekly)~~ rental of 625. Said rent shall be payable in advance on or before the 1st of each month at 20 Old Blackwood Way, Salem, Me.
2. Tenant agrees to make a security deposit of 625 to be used by the Landlord against any damage except reasonable wear done to the premises by the Tenant, his family, guest, or agent or reimbursement of the cost of cleaning; to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this lease, the deposit is to be refunded to the Tenant or to be applied to any such damage or cleaning or any rent delinquency. This deposit is not to be applied to the last month's rent.
3. That the rental of the apartment is with a ~~six~~<sup>12</sup> months minimum rental. The total deposit will be forfeited if tenant does not occupy the apartment for the minimum period.
4. Tenants are required to give 30 days notice upon vacating premises, or they are subject to paying a month's rent upon vacating.
5. Without the Landlord's written consent, the Tenant shall not assign this lease, give accommodation to any roomers, lodgers, or other persons not listed in this paragraph, permit the use of the premises for any purpose other than as a private dwelling solely for the Tenant and his family, consisting of the following named persons:  

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6. Tenant for himself and his heirs, executors and administrators agrees as follows:
  - a. to pay the rent herein stated when due, without any deductions whatsoever, and without any obligation on the part of the Landlord to make any demand for the same.
  - b. to keep the premises in a clean and sanitary condition, and to comply with all laws, health and policy requirements, with respect to said premises and appurtenances, and to save the Landlord harmless from all fines, penalties and costs for violations or non-compliances by Tenant with any of said laws, requirements, or regulations, and from all liability arising out of any such violations or non-compliances.
  - c. not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon.
  - d. that if any damage to the property shall be caused by his acts or neglect, the Tenant shall notify Landlord promptly.
  - e. to permit the Landlord or his agents or persons authorized by the Landlord to inspect the apartment at any time for damage, to show the apartment to prospective tenants before an existing lease expires, and to enter the premises for the purpose of making repairs.
  - f. to have no animals or pets of any kind on the premises, other than those expressly permitted in writing by the Landlord and consent may be revoked at any time.
  - g. to comply with all the laws and ordinances of the city in regard to nuisances. Such actions as boisterous or disorderly conduct, creating undue noise, disturbance or nuisance of any nature or kind, playing loud music, radio or television shall be considered a violation of this lease.
  - h. to be solely responsible for his own trash and garbage removal and is solely responsible for placing trash and garbage at the location designated by the Landlord.

1. to keep all doors and windows closed during heating season; to keep all inside hall doors closed at all times.

j. to permit the Landlord or his agents to bring unlawful detainer and any other appropriate legal action in the event of a breach or threatened breach by the Tenant of any of the covenants or provisions of this lease.

7. The Tenant, by the execution of this agreement, admits that the apartment being leased is in acceptable rental condition and no repairs are necessary and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the Landlord in as good condition as when received, reasonable wear and tear excepted.

8. No alteration, addition, lock changes or improvements shall be made in or to the premises without the consent of the Landlord in writing. No fixtures, signs or fences may be placed in or about the premises without the prior revocable permission of the Landlord in writing.

9. Tenant agrees not to waste utilities furnished by the Landlord and not to use utilities or equipment for any improper or unauthorized purpose. *PROVIDES HEAT, HOT WATER & ELECTRICITY* *LOW & LOW*

10. Tenant further agrees that any violation of any provision of this lease, or any failure to pay rent upon the due date shall result, at the option of the Landlord, in the immediate termination of this lease without notice of any kind, and Landlord may then enter said premises and take and retain possession of the apartment.

11. Tenant further agrees to pay all lawyer's fees, legal and court costs necessitated should the Landlord find it necessary to take legal action to collect unpaid rent and/or damages.

12. If Tenant leaves said premises unoccupied at any time while rent is due and unpaid, Landlord may, if desired, take immediate possession thereof and exclude Tenant therefrom, removing and storing at the expense of said Tenant all property found contained therein.

13. Tenant also is responsible for and agrees to pay for any damage done by wind or rain caused by leaving windows open, and by overflow of water or stoppage of waste pipes.

14. Alteration: the Tenant shall not alter or paint the premises without the written permission of Landlord.

15. Utilities: the Tenant shall provide at his own expense, heat, water, electricity, telephone, and all other utilities and services.

16. Parking: *ON STREET AND IN DRIVEWAY*  
*during winter storm BAN.*

17. Tenant's property: All the Tenant's property on the premises shall be at his own risk; and the Landlord shall not in any way be responsible therefore. Any personal property not removed by the Tenant within seven days following the termination of the agreement or any renewal thereof shall be deemed abandoned and become the property of the Landlord.

18. Indemnification: The Tenant agrees that it will indemnify and hold harmless the Landlord from any loss, damage, claim, demand, suits, judgement, or liabilities which Landlord may incur and any costs or expenses to which Landlord may be put, arising by reason of any injury or death to persons or property or any claim on account thereof resulting from the Tenant's use of the premises or the Tenant's failure in not removing snow and ice.

19. Equipment: Landlord shall provide the following:

- a. *RR RISER FOR STOVE*
- b. *ALL TENANTS ARE RESPONSIBLE FOR SHOVELING*
- c. *FRONT SIDEWALK & ALL DOOR ENTRIES.*
- d.
- e.

Executed and entered into this 29 day of MARCH 19 99

BY: *[Signature]* Landlord *[Signature]* Tenant(s)