CITY OF PORTLAND, MAINE
RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 03/01/17

RENTAL AGREEMENT

This agreement made and entered into this 1 day of December, between Vincent M. Connolly, as LANDLORD, and M. Le Claire, as TENANT.

Witnesseth that:

1. The Landlord leases to the Tenant and the Tenant hires from the Landlord Apartment 3 in the premises known as 60 Exeter St for the term of 4 (Months) (Weeks) commencing on the 1 day of Dec, and ending on the 1 day of June 1987 at a (Monthly) (~~Weekly~~) rental of $450. Said rent shall be payable in advance on or before First day of month at _____.

2. Tenant agrees to make a security deposit of $450. 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 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:

M. Le Claire

Cornelia Flattery

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.

i. 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.

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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.

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:

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. Indemification: The Tenant agrees that it will indemnify and hold harmless the Landlord from any loss, damage, claim, demand, suits, judgement, or liabilities which Landlord my 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. Bathroom utilities, T/E Towel racks, paper holder.
b.
c.
d.
e.

Executed and entered into this 1 day of Dec 1989

BY: Vincent M. Connally
Landlord

Tenant(s)