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RESIDENTIAL LEASE  
15 BOYNTON STREET, PORTLAND MAINE

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THIS LEASE made and executed this 30TH day of March, 2011 by and between Douglas MacConnell of Portland, County of Cumberland and State of Maine, hereinafter called "Lessor" and Tina Smith, Gail Smith, Stephen Goodale, Natalie Kinsey, Gregory Hofmann, ~~Michael~~ KEAGAN HAMMOND McCabe, and Jessica Turcotte of 15 Boynton Street, County of Cumberland and State of Maine, hereinafter called "Lessee" (if Lessee is more than one person, they shall be jointly and severally liable hereunder and shall be collectively referred to herein as "Lessee").

AGREEMENT

- 1. DESCRIPTION OF THE PREMISES:** The Lessor does hereby lease to the Lessee the property located at 15 Boynton Street, Portland, Maine.
- 2. TERM:** The rental term commences on April 1, 2011 and ends on March 31, 2012. Lessor may, however, upon at least thirty (30) days prior notice to Lessee, terminate this Lease in connection with a sale of the property of which the premises are a part.
- 3. RENT:** The Lessee promises to pay to the Lessor a total rent of \$19,560.00 payable in installments of \$1630.00 for each month during the rental term. Each monthly payment in the amount of is due on the first day of each month being payment in ADVANCE for the immediately following month, and such payment must be received by Lessor, at 401 Cumberland Ave. #102, Portland, Maine on or before such date. A late fee of \$50.00 will be charged for any rental payment not received within seven (7) days of the due date. Lessee will also be subject to a \$40.00 charge for any check given in payment of the rent, or other amounts due that is refused by the bank.
- 4. SECURITY DEPOSIT:** The sum of ZERO U.S. Dollars (\$0.00) is hereby paid by the Lessee as security, and not as a rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this Lease and any rules or regulations relating to the premises, by the Lessee and any guests of the Lessee. At the termination of the tenancy hereunder, or upon any breach or default hereunder prior to such termination, Lessor may apply such sum or any part thereof to any costs, damages, losses, or injuries caused to Lessor by any breach or default of the terms hereof and without in any manner waiving or limiting Lessor's rights to further hold Lessee liable for costs, damages, losses or injuries due. Should the leased premises be leased to others, Lessor does not waive any rights to costs, damages, loss or injuries caused by Lessee's breach or default, including early termination.

**5. USE OF PREMISES:** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this Lease.

**6. ASSIGNMENT SUBORDINATION:** Lessee shall not assign this Lease, or any interest in it, or sublet the premises of any part thereof during the term of this Lease. Lessor may assign this Lease, and any interest in it, at any time and from time to time. This Lease and Lessee's interest in the premises shall be subject and subordinate in all respects to any mortgage or collateral assignment by Lessor of the premises.

**7. RULES AND REGULATIONS:**

(A) Lessee shall continuously maintain at his or her own expense, the premises during the term of this Lease in as good and clean and satisfactory condition as when Lessee took possession or as it may be put by the Lessor. Furthermore, at the expiration or termination of this Lease or any renewal thereof, the premises shall be delivered to the Lessor in said good and clean and satisfactory condition as when Lessee took possession or as it may be put by the Lessor. Furthermore, at the expiration or termination of the Lease or any renewal thereof, the premises shall be delivered to the Lessor in said good and clean and satisfactory condition and upon default of this condition and obligate the Lessee for the costs and expenses connected therewith normal wear and tear and Acts of God excepted. This shall include the cost of cleaning appliances, bathrooms, and any other part of the premises. Lessee shall identify in writing to Lessor, with express reference to this Section 7 (a), any aspect of the premises that is not in good, clean and satisfactory condition. Lessee's failure to identify any such condition shall constitute Lessee's confirmation that the premises were, at the beginning of the term, in good, clean, and satisfactory condition.

(B) Lessee shall place all garbage and trash in the proper receptacle designated for refuse collection, and shall not place garbage or trash elsewhere on any common element. If recycling of certain materials is required or provided for, Lessee shall comply with such requirements and use the provided facilities. Lessee shall not store gasoline or other explosive, hazardous or inflammable material in the premises, or in any utility or storage area. Lessee shall not commit waste in or around the premises or public area.

(C) Lessee shall not conduct or permit any offensive activity to be committed in premises, nor do anything therein which may be or become any annoyance or nuisance to the

other occupants. If any individual on the premises acts in a way that causes occupants to feel threatened by their behavior, they will be in default of this Lease and Lessor may terminate the Lease without prior notice. Lessee shall keep the volume of any radio, television, or musical instrument in the premises sufficiently reduced at all times so as not to disturb other residents. Lessee shall not leave any baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property unattended in public areas of the building or passageways, parking area, sidewalks, or lawns.

(D) Lessee shall use the bathrooms and other apparatus only for the individual residential purposes for which they are designed, and shall not throw, or otherwise dispose of any sweeping, matches, rags, ashes, or other improper articles therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Lessee causing the damage.

(E) Lessee shall not conduct or permit anyone else to conduct any industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise, whether designed for profit, altruism, exploitation, or otherwise, on or from any part of the premises, nor shall Lessee maintain or permit any signs or other window displays or advertising on any part of the premises.

(F) Lessee shall keep the premises in a good state of preservation, repair, and cleanliness, and shall not sweep or throw, or permit to be swept, thrown or from the doors or windows thereof, any dirt or other substance.

(G) Lessee shall not use any clothes line, clothes rack or other device anywhere on the premises except in such area as may be specifically designated for such use by the Lessor.

(H) Lessee shall not do or permit any unlawful act in or upon the premises.

(I) Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee MUST obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

(J) Lessee shall not maintain any waterbeds or other similar furnishings that contain water or other fluids in the premises without first obtaining Lessor's written consent and providing Lessor with satisfactory evidence of insurance coverage for any damages caused by such furnishings including damages caused by any leak or rupture.

(K) Lessee shall ensure that furniture is moved in such a way as not to cause damage to the premises.

**8. RULES AND REGULATIONS:** Lessee's right to use and occupy the premises shall be subject to and subordinate in all respects to the provisions of the rules and regulations of the Lessor. The failure of Lessee or any guest of Lessee to comply with such rules and regulations shall constitute a material breach of this lease entitling Lessor to terminate this Lease, and Lessee shall indemnify and hold Lessor harmless from and against any damages.

**9. RESERVED RIGHTS:** Lessor reserves the following right to enter the premises or any part thereof upon reasonable notice and at all reasonable hour for inspection, repairs, alterations, or additions to exhibit the premises to prospective tenants, purchasers or others. The interference with or the disturbance of the Lessee's peaceable use and possession of the premises resulting from the exercise of these reserved rights shall never render Lessor liable in any manner to Lessee or to any other person.

**10. LIABILITY OF LESSOR:** Lessor shall not be liable for any injury, damage, or loss sustained by Lessee, or any person claiming by or through Lessee, as a result of any accident or occurrence in or upon the premises except in the case of Lessor's or Lessor's agent's negligence or willful misconduct.

**11. PET POLICY:** Pets shall be allowed in the premises with prior consent of Lessor.

**12. SMOKING POLICY:** In the event that damage from smoking materials, such as cigarette burns or discoloration, is caused to floor coverings or other areas on the premises by the Lessee or his or her guests or invitees, Lessee shall be responsible for the cost of replacing the floor coverings or other areas where the damage occurs, with materials of comparable quality.

**13. PAINTING:** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**14. LOCKOUT:** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

**15. RIGHTS OF LESSOR UPON DEFAULT:**

(A) Upon failure to pay any installment of rent or any part thereof when due, or if Lessee or his or her guest or invitee shall violate any other term, condition, covenant, rule or regulation of the Lease, or if Lessor shall at any time deem the tenancy of Lessee undesirable by

reason of objectionable or improper conduct on the part of Lessee, his or her guests or invitees, or annoyance caused to other occupants that result in complaints to Lessor by the managing agent, other occupants, or any governmental authority, or if Lessee shall fail promptly to take possession of or shall abandon the premises, Lessor shall have the right to reenter and repossess the premises, to remove all persons from the property, and to remove all property in such event this Lease and all rights of the Lease as tenant shall terminate, but the Lessee shall remain liable for the rent herein specified as being due during the remaining term of this Lease as if this Lease had not terminated prior to the original expiration date set forth in Section 2, plus Lessor's costs of repossessing the premises, and any other costs provided in the Lease. If Lessee shall fail to vacate the premises upon the termination of this Lease, including by Lessee's failure to remove Lessee's personal property, Lessor may declare Lessee to be a holdover tenant pursuant to Section 16 hereof or, at Lessor's election, may evict Lessee and pursue Lessee for Lessor's damages resulting from Lessee's failure to so vacate.

(B) Lessee hereby waives, to the extent allowed by law, notice of any failure or default and of any demand by Lessor for possession of the premises. In the event Lessor shall repossess the premises, Lessor shall not be required to accept on otherwise unacceptable tenant for the premises offered by the Lessee. The failure on the part of the Lessor to re-enter or repossess the premises, or to exercise any of its rights hereunder upon default, shall not preclude the Lessor from the exercise of any rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Lessor's right to terminate the Lease for nonpayment of rent when due, and no notice or demand shall be required for the enforcement thereof. Lessor agrees that any rent or damages due from Lessee hereunder shall be reduced by the net rent obtainable by Lessor's reasonable efforts to re-rent the premises.

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(C) If Lessor or his or her guests or invitees shall violate or breach any term or condition of this Lease, then Lessee shall pay all costs and expenses incurred by Lessor in connection with its exercising any rights or remedies it may have under this Lease, because of such violation or breach, including without limitation, loss of rent and costs of re-leasing the premises. The parties hereto further agree that if a contested hearing is brought to enforce this Lease, then the prevailing party shall be reimbursed by the losing party for the prevailing party's attorney's fees in addition to any other rights or remedies such prevailing party may have pursuant to the terms of this Lease.

**16. ALTERATION POLICY:** Lessee shall not make any additions, alteration, or improvement in the premises without the prior consent of the Lessor. Lessee shall not change the locks or add any additional locks to any of the doors, windows, cabinets or other parts of the premises without Lessor's prior written consent. Lessee shall return to the Lessor all copies of all keys relating to the premises including any keys for the external doors, for storage areas, and for

mailboxes. Lessee agrees that if Lessee fails to return the keys, Lessor has the right to charge the Lessee for the cost of replacing such keys and/or changing the locks, and that Lessor may change the locks upon the termination of the lease whether or not Lessee returns the keys.

17. **PARKING:** Lessee shall observe and abide by all parking and traffic regulations as posted by the Lessor or municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Lessee's sole risk and expense. Snow removal is the responsibility of the vehicle owner.

18. **UTILITIES:** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

19. **RENEWAL:** In the event that Lessee wishes to vacate the premises upon the expiration of the Lease, Lessee shall give Lessor a written thirty (30) day notice prior to the expiration of said Lease. Such notice shall be given on or before the rent due date. If Lessee wishes to remain as a tenant, Lessee shall negotiate and sign a renewal lease within thirty (30) days prior to the expiration of this Lease. In any event, except if a new lease is signed, Lessee shall be required, as a holdover tenant, to comply with all terms and conditions of this Lease.

20. **DISPLAY OF SIGNS:** During the last 60 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

21. **HOLDOVER BY LESSEE:** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a now month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on sixty (60) days written notice served by either Lessor or Lessee on the other party.

#### **OTHER**

22. The covenants and agreements contained herein shall bind, and the benefits and advantages shall inure to the respective successors and assigns of the Lessor and Lessee. Whatever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

23. If any obligation or portion of this Lease is determined to be invalid or unenforceable under law, it shall not affect the validity of enforcement of the remaining obligation or portions thereof.

24. This Lease may not be altered or amended except by an agreement in writing signed between both Lessor and Lessee.

25. No delay by Lessor in the exercise of any right or remedy or otherwise afforded by law shall operate as a waiver or preclude the exercise thereof during the continuance of any default.

26. **OCCUPANCY:** The premises shall be used for residential purposes only. No Lessee shall do, or suffer, or permit anything to be done in or on the premises or bring anything which will in any manner increase the rate of fire or other casualty insurance on the building in which the premises is located, or invalidate any coverage, and no Lessee shall do, suffer, or permit anything to be done that shall conflict with the laws, regulations, rules and ordinances of the City of Portland and State of Maine, or the Federal Government, or any Agency.

Lessee agrees to all the conditions stated above:

[Signature] 3/30/11  
Lessee: Date

[Signature] 3/30/11  
Lessee: Date

[Signature] 3-30-11  
Lessee: Date

[Signature] 3/30/11  
Lessee: Date

[Signature] 4/14/11  
Lessee: Date

[Signature] 3/30/11  
Lessee: Date

[Signature] 4/14/11  
Lessee: Date

Lessor agrees to all the conditions stated above:

[Signature] 3/30/11  
Lessor: Date