

13-14

removed, dismembered and/or left with a non-functioning battery in it, Tenant will be charged a flat fee of \$100.00 per detector.

K. Smoking. Tenant agrees not to smoke in their apartment, in any location on the property, or within 25 feet of the building; this also applies to any guests welcome or not. Any violation of this paragraph shall be cause for eviction.

10. Landlord Entry into the Apartment: The Landlord and/or its agent may enter and inspect the apartment after twenty-four (24) hours written, verbal, or telephonic notice to Tenant, provided, however, that Landlord or its agent shall have the right to enter the premises in an emergency without notice to Tenant, pursuant to Title 14 M.R.S.A. § 6025. A message on a telephone answering machine shall be deemed sufficient notice to Tenant of the Landlord's intentions. The Tenant may not unreasonably withhold consent to the Landlord to enter the dwelling unit.

If Tenant interferes with Landlord's ability to rent the dwelling unit or if Tenant does not provide proper notice of their intent to vacate, and therefore that unit is not rented for the month after the Tenant vacates the unit, the Tenant will be responsible for one month's rent or until the property is re-rented, whichever is the latest to occur.

11. Abandoned Property: Upon termination of the lease, all remaining belongings shall become the property of the Landlord at the time, and shall be disposed of by the Landlord at the Tenant's expense, as provided by law. Upon discovering obvious signs that the tenant no longer occupies the apartment, the Landlord may remove all of the former Tenants' belongings, and store them at the Tenant's expense, for a time period of 14 days, after which time Landlord may dispose of the belongings as the law provides at Title 14 M.R.S.A. § 6013 and Title 33 M.R.S.A. § 1954.

12. Conflict with State Law: If any provision of this lease conflicts with the laws of the State of Maine, then such laws will take precedence. If any one provision in this lease is deemed or ruled invalid by State court, then the rest of the lease will survive separate and individually, and shall be binding on both parties less the invalid provisions. Any violation of the provisions of this Agreement by the Tenant shall be deemed to be a breach of lease, and remaining term shall be forfeited upon five (5) days written notice to Tenant, and Tenant shall be subject to eviction, as well as suit for damages.

13. Maintenance: Maintenance repairs and/or malfunctions must be reported immediately to the Landlord; Telephone#: Amalia (207) 370-4799 or (310) 819-7847 or Jon (207) 321-1150. Please note that upon reporting a maintenance issue (unless you specify otherwise in your message) you are granting us permission to enter the apartment at any time, during regular business hours (8:00a.m. through 5:00p.m., Monday through Friday) so that we may address the maintenance issue.

14. Attorney's Fees. The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to enforce the lease in cases of disputes regarding the tenancy, this lease, and wanton disregard of the terms of the lease in accordance with 14 M.R.S.A. § 6030(3).

15. Lead-Based Paint Disclosure. The Landlord is complying with Landlord's duty to provide disclosure to the Tenant under the Residential Lead-Based Paint Hazard Reduction Act of 1992 and regulations codified in the Federal Code of Regulations adopted by the EPA and HUD by providing Tenant with the Disclosure of

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Unit 2

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