

LEASE AGREEMENT

THIS LEASE, made and executed this _____ day of _____, 20____, by and between Timothy A Napolitano of South Portland, Maine, hereinafter collectively called "Lessor", and Lydia J Martzial & Gordon B Kemp, of Portland, ME, hereinafter collectively called "Lessee".

WITNESSETH

1. **DESCRIPTION OF PREMISES:** The Lessor leases to the Lessee and the Lessee leases from the Lessor the premises known as 303 Brackett St, Portland, Maine and designated as Apartment 4 (hereinafter "the leased premises").

2. **TERM:** The lease term commences April 1, 2015 and ends at 12:00 p m. March 31, 2016 unless earlier terminated as provided herein. Nothing prevents the Lessor from terminating this Lease Agreement for breaches of this Lease Agreement by Lessee.

OPTION: Subject to approval by Lessor, the Lessee must give Lessor thirty (30) days' written notice of Lessee's intent to renew the lease. If Lessor approves of said renewal of the lease, a new lease will be negotiated by the Lessor and Lessee. Lessor has the absolute discretion to renew the Lease. If Lessee determines not to exercise Lessee's right to give notice of intention to renew the Lease, Lessee must give Lessor thirty (30) days' written notice of Lessee's intent to vacate the premises. If no notice is given of an intent to renew the Lease according to this paragraph, this Lease shall terminate in accordance with paragraph 2 above.

3. **RENT:** The lessee promises to pay to the Lessor as rent the sum of Thirteen thousand one hundred forty Dollars (\$ 13,140.00) for the entire term of the lease which rent shall be paid in the amount of One Thousand ninety five Dollars (\$ 1,095.00) per month on the first day of each and every month, with the exception that the first and last monthly rental payment hereunder shall be paid by the Lessee at the time this Lease is executed. In the event of Lessee's default in the payment of the monthly rent, then the unpaid rent reserved for the remaining lease term shall, at once, become due and payable. All payments of rent or any amounts owed Lessor by Lessee shall be without notice, demand or set-off except as otherwise provided by Maine law.

Should the Lessor, in its sole discretion accept any late payment of rent, the Lessor may assess a LATE CHARGE of four percent (4%) of one month's rent. The late charge may not be assessed if the rental payment is made within fifteen (15) days from the day the rental payment is due. The 15-day period before the late charge may be assessed shall not in any way affect Lessee's obligations to pay the Lessor rent when due, nor shall it affect the Lessor's ability to pursue an eviction for nonpayment of rent.

All payments shall be by cash, check or money order made payable to Lessor. All such payments shall be made either by United States mail, postage prepaid, or hand delivered to Lessor. Payments for any amounts due under this Lease shall not be deemed made until actually received by Lessor. Lessor shall not be held responsible for the misapplication of any rental not paid in this manner even though paid to Lessor or an agent of Lessor.

In the event this Lease is executed, and the rental term commences, on any date prior to the first day of a month, one (1) month's rent shall be paid at the time of the execution of this Lease. For the remainder of the next month the Lessee shall pay in an amount equal to one-thirtieth (1/30th) of the monthly installment of rent during the Lease term multiplied by the number of days to the first day of the next month thereafter.

a. PARTIAL PAYMENTS:

Lessee shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments accepted by the Lessor shall be applied to the rent arrearage due which first became due and no partial payment shall be applied to the current month's rent until all outstanding rent arrearage has been paid in full despite any endorsement, stipulation, or other statement on any check. Under no circumstances shall the Lessor's acceptance of a partial payment constitute accord and satisfaction. The Lessor's acceptance of a partial payment will not forfeit the Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

Any modification to this lease must be made in writing signed by the Lessor, in which the Lessor states and agrees to the modification. The Lessor may accept any partial payment check with any conditional endorsement without prejudice to its right to recover the balance remaining due, or to pursue any other remedy available under this lease and Maine law.

b. PAYMENTS PENDING LITIGATION

During the pendency of any notice of termination and/or litigation involving Lessee and the Lessor as to which individual or entity is entitled to possession of the premises, including, but not limited to forcible entry and detainer or bankruptcy proceedings, any and all monetary payments in the amount of the rent shall be made by Lessee to the Lessor and shall be for current use and occupation of the premises and shall not act as a renewal of the Lessee's lease or tenancy despite any endorsement stipulation, or other statement on any check or money order, or other writing from the Lessee or Lessee's legal representative.

4. SECURITY DEPOSIT: The sum of One thousand ninety five Dollars (\$ 1,095.00), 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. In the event of a breach or default by the Lessee or any guests of the Lessee with respect to any of the terms, conditions, rules or regulations of this Lease or any other action pursuant to which the Lessor is entitled to retain the security deposit or a portion thereof for any costs, damages, or losses, injuries caused Lessor by such breach, default or other action, Lessor shall withhold said security deposit without in any manner waiving or limiting its rights to further hold Lessee liable for costs, damages, losses or injuries otherwise due. Should the leased premises be leased to others, Lessor does NOT waive any rights to costs, damages, including without limitation, injuries caused by Lessee's default, breach, early termination or other action.

Should the Lessor retain the security deposit or any portion thereof, the Lessor shall provide the Lessee with a written statement itemizing the reasons for retaining the security deposit or any portion thereof within thirty (30) days following the later of either the termination of the lease or the time the Lessee gives up possession of the leased premises. The Lessor shall include within such written statement the security deposit or any portion thereof which the Lessee may be entitled to receive.

5. ASSIGNMENT AND OCCUPANCY: Lessee shall not assign this lease, or any interest under it, or sublet the premises or any part thereof during the term of this Lease. Lessee covenants and agrees that only the following persons will occupy the premises:

Lydia J Martzial

Gordon B Kemp

In the event Lessee has any person residing in the premises not listed above, Lessor has the right to immediately

terminate the Lease, requiring Lessee to vacate the premises and return keys to Lessor. For purposes of defining the term “residing in the premises,” a person residing in the premises is one who has stayed overnight in the premises for more than seven (7) nights in any one calendar year.

6. USE OF THE PREMISES: Lessee and their guests will occupy and use the premises solely as a private residence, and for no other purposes, including without limitation, to conduct any trade or business. Lessee and invited guests shall keep the premises in a clean and sanitary condition and shall not commit or permit any use of the premises nor commit any act which, directly or indirectly, is forbidden by law, ordinance or governmental regulation. Lessee and guests shall not commit or permit any use of the premises which, directly or indirectly, is dangerous to life, limb or property, which will or may tend to injure the reputation of the premises, which will be offensive, insulting or obnoxious to any Lessee of the building, guests of any such Lessee, Lessor and Lessor's guests, or residents of the neighborhood, or which may invalidate or increase the premium cost of any policy of insurance carried by Lessor in connection with the leased premises or any other property owned by Lessor. Lessee and their guests shall not operate, or permit to be operated, a radio, stereo equipment, television set or musical instrument in any manner, or permit or allow any such activities which may or tend to disturb other Lessees, guests of such Lessees, Lessor or Lessor's guests or residents of the neighborhood. Neither Lessee nor any guests shall in any manner interfere with the quiet and peaceful enjoyment of the premises by any other Lessee, guest of such Lessee, Lessor or Lessor's guests and shall not in any manner harass, annoy or otherwise bother the aforesaid.

7. UTILITIES AND MAINTENANCE: The Lessee in addition to paying rent shall pay and be responsible for the following utilities and services:

	Lessor	Lessee	Description
Electricity			
Heating Oil			
Natural Gas			
Sewerage			
Hot Water			
Cold Water			
Telephone			
Cable Television			
Air Conditioning			
Trash Removal			
Yard Maintenance			
Snow Removal			

Lessee's failure to pay any such utility charge when due shall constitute a default hereunder.

To the extent to which heat and/or hot water is to be provided by Lessor, Lessee shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Lessor regarding this issue. Lessee’s non-compliance with this provision or reasonable rules of the

Lessor shall be cause for termination of this Lease Agreement upon seven (7) days' notice to the Lessee.

Lessee shall continuously maintain at their own expense the leased premises during the term of this lease, including any extension thereof, in as good, clean and satisfactory a condition as when the Lessee took possession, reasonable wear and tear accepted. At the expiration of the Lease or the repossession of the leased premises by the Lessor, the premises shall be delivered to Lessor in such good, clean and satisfactory condition to be determined by Lessor, reasonable wear and tear excepted. Should Lessor, at any time during or after the term of this Lease, restore the leased premises in such good, clean and satisfactory condition, in order to fulfill the Lessee's obligations herein, the Lessee shall be responsible for all costs associated therewith.

8. DAMAGES: Lessee agrees to pay for any damage to the interior of the apartment beyond reasonable wear and tear occurring during the terms of this agreement. This includes damage caused by the intentional or negligent acts or omissions of the Lessee or Lessee's family or guests or invitees of the Lessee. Additionally, Lessee shall be deemed to be in breach of this agreement and the Lessor may pursue any legal remedy, if the Lessee or his/her guests or invitees cause damage to the premises.

9. OUTSTANDING LIENS, MORTGAGES, SUBORDINATION AND MECHANICS LIENS: This Lease shall be subject and subordinate at all times to the lien of any existing mortgages and of mortgages which may hereafter be made a lien on the premises. The Lessee agrees to execute promptly any instrument evidencing such subordination that the Lessor may request of him. The Lessee further irrevocably appoints the Lessor as his attorney-in-fact to execute any such instrument for him/her and in his/her behalf.

Lessee shall not have any work done or material furnished by or on behalf of Lessee in or about the Premises or any part of building of Lessor and will not permit or suffer any lien to attach to the Premises or building of Lessor and Lessee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or all or any part or the building of Lessor. In the event any lien shall at any time be filed against the Premises or against any part of the building of Lessor by reason of work, labor, services or materials alleged to have been performed or furnished by, for or to Lessee or to anyone holding the Premises through or under Lessee, Lessee shall forthwith cause the same to be discharged of record or bonded to satisfaction of Lessor. If Lessee shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Lessor, Lessor may discharge the same by paying the amount claimed to be due, and the amount so paid by Lessor and all costs and expenses, including reasonable attorneys' fees incurred by Lessor in procuring the discharge of such lien, shall be due and payable by Lessee to Lessor as additional rent on the first day of the next following month.

10. SALE OF PREMISES: Lessee and Lessor agree that this agreement may terminate at the discretion of Lessor upon sale of premises by Lessor. Lessor agrees to give Lessee 30 days written notice of the termination of Lease due to the sale of premises and Lessee shall vacate the premises at the expiration of the 30 day notice period.

11. DESTRUCTION OF PREMISES: If the leased premises is destroyed substantially by fire or taken by eminent domain, either party may terminate this lease without liability for the remainder of the term.

12. NOTICES: Unless otherwise provided for in this lease, any notice required by this lease will be effective if given in writing and mailed to the last known address of the proposed recipient or a notice given to a Lessee may be given by leaving it at the apartment with the Lessee or any reasonable person living with the Lessee in the apartment.

13. ENTRY: The Lessee agrees that the Lessor or his agent may enter and inspect the leased premises after 24 hours written, verbal or telephonic notice to the Lessee. However, the Lessor or his agent shall have the right to enter the apartment in an emergency without notice to the Lessee. The Lessor may also enter upon the premises if same appears to be abandoned by Lessee or otherwise permitted by law.

14. ALTERATIONS: The Lessee agrees not to redecorate, paint, perform any work, make any changes to the premises in any manner whatsoever, or alter the interior or exterior of the apartment without the Lessor's written consent. Any work undertaken by the Lessee after securing the Lessor's written permission must be done in a good workmanlike manner and meet a professional standard of quality as approved by Lessor.

15. TERMS AND CONDITIONS: Lessee and Lessor agree that all terms in this lease are material terms and that the violation of any one of them constitutes a breach of the entire Lease Agreement. Furthermore it is agreed that non-payment of rent will cause all monthly rental payments remaining in the term to immediately become due unless the Lessor expressly waives this acceleration in writing.

16. RIGHTS OF LESSOR UPON DEFAULT: If the Lessee fails to pay any installment of rent or any part thereof when due, or if Lessee or their guests shall violate any other term, condition, covenant, rules or regulation of this Lease or if Lessee shall fail promptly to take possession of or shall abandon the premises, Lessor may terminate this Lease in accordance with the terms set forth below. Lessee shall not be relieved of any obligations hereunder, including without limitation, the payment of rent. In the event Lessor shall repossess the premises, Lessor shall not be required to accept any payment from Lessee offered by Lessee for the premises. The failure on the part of the Lessor to re-enter and repossess the premises or to exercise any of its rights hereunder upon default, shall not preclude Lessor from the exercise of any such 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 non-payment of rent when due after the Lease has been properly terminated in accordance with this Lease and Maine Law. If Lessee or their guests shall violate, breach or be in default of any term or condition of this Lease, 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. The re-letting of Lessee's premises by Lessor shall not terminate or otherwise affect Lessor's rights against Lessee for damages including, without limitation, loss of rent.

Upon default by the Lessee, the Lessor shall have the following rights to terminate this Lease:

A. Notice of Violation. Serious or repeated violations of the terms of this lease by Lessee can result in termination of the lease and eviction of the Lessee with five (5) days' notice to Lessee. Except for failure to pay rent (see Paragraph B) or damage, nuisance, illegal acts (see Paragraph C) or dangerous actions by a Lessee (see Paragraph D) or serious or repeated violations as described above, if the Lessee does not abide by the terms of this lease the following will occur:

(1) The Lessor may deliver to the Lessee a written notice describing the violation and demanding that the Lessee cease the lease violation within 5 days of delivery of the notice.

(2) If Lessee does not comply within the 5 day period, Lessor may deliver to Lessee a second written notice that the lease will end within 5 days. On that day, the lease term terminates automatically and the Lessee must leave the residence and return the keys to the Lessor.

B. Eviction for Failure to Pay Rent. If the Lessee is 5 days or more late in paying the rent the Lessor may send a notice that states that the lease will end in 5 days, unless the Lessee pays all overdue rent or late charges, before that 5-day period ends. If the Lessee fails to pay the rent the lease term automatically terminates and the Lessee will leave the residence and return the keys to the Lessor.

C. Eviction For Damage, Nuisance, Illegal Acts. If the Lessee, the Lessee's family or an invitee of the Lessee has caused substantial damage to the demised premises which Lessee has not repaired nor caused to be repaired, has caused a nuisance within the premises, has caused or permitted an invitee to cause the dwelling unit to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy/Lease Agreement, the Lease Agreement may be terminated by Lessor by five (5) days' notice in writing to the Lessee.

D. Eviction for Dangerous Acts. If the Lessee's actions pose an immediate threat to the health or safety of other residents or the Lessor or the Lessor's employees, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.

E. Notice of Termination. The Lessor must notify the Lessee in writing when the lease is terminated. This notice must be served on the Lessee by sending a prepaid first class properly addressed letter to the Lessee at the residence or by delivering a copy of the notice to the residence (by leaving a copy attached to the door or slipped under the door or other reasonable means) or to a person of suitable age and discretion residing within the residence or to the Lessee. Any notice sent by mail is effective two (2) days after it is mailed.

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

17. WAIVER: Any act or failure to act of the Lessor during the term of this Lease shall not constitute an acceptance by Lessor of Lessee's surrender of the leased premises unless agreed to by Lessor in writing. The acceptance of delivery of the keys to the leased premises by the Lessor shall not constitute termination of this Lease and an acceptance of Lessee's surrender of the premises, except to the extent the Lessor so accepts the surrender of the premises at that time. The failure of the Lessor to insist upon the strict performance of any one or more of the Lessee's obligations under this Lease shall not be construed as a waiver or relinquishment for the actual performance of any such obligation, including, without limitation, the Lessor's acceptance of late rental payments.

18. CONDITIONS: This Lease is made upon the following express conditions, each of which Lessee covenants that they and their guests will strictly observe and perform, throughout the term of this Lease and in no way shall modify or otherwise limit any other obligations of the Lessee as set forth in this Lease.

a. FLOOR COVERINGS: Carpets or any other kind of floor covering material which are nailed or cemented to any of the floors shall become the sole property of the Lessor on the expiration of this Lease;

b. ALTERATIONS: No equipment shall be installed that requires alterations of or additions to the physical structure, electrical system or plumbing of the premises without prior written consent of Lessor, which consent may be withheld by Lessor at their sole discretion;

c. EXTERIOR ATTACHMENTS: No radio or television mast or antennae or clothesline shall be erected on the building, nor shall signs or other devices be hung from the exterior of the building;

d. DAMAGES, WATER OVERFLOW: Lessee shall take care of the premises and fixtures and make good any injury thereto done by him, and will reimburse Lessor for any damages caused by the escape or overflow of water resulting from the actions of the Lessee;

e. WALLS, CABINETS, ETC.: Lessee or their guests shall not drive nails, screws or other similar devices into nor in any manner deface the windows, cabinets, or woodwork, and in the event of such damage or injury he shall, without demand, have the same repaired at his/her own expense;

f. NOTICE OF DAMAGE: Lessee shall give lessor or their agents prompt notice of any defects or breakage in the structure, equipment or fixtures of said premises;

g. PETS, ANIMALS: Lessee or their guests shall not keep or harbor any dogs, cats, birds, reptiles, other animals or any other pet or animal of any kind or nature whatsoever on the premises, without a signed pet/animal policy on file. Pet Fee_____

h. CLEANING UPON VACATION OF UNIT: Lessee will, at the termination hereof and prior to

surrender of possession, have the premises thoroughly cleaned and, in the event of failure to so clean, they will pay Lessor the cost of having same done;

i. SURRENDER: Lessee upon termination hereof will surrender all keys to door locks and in the event of failure to do so; they will pay Lessor the costs of replacing them.

j. WASHER/DRYER: Lessee shall not have a washer or dryer without permission of the Lessor.

k. MISCELLANEOUS: Lessee shall maintain the premises in a clean condition and shall not dispose of dirt, waste, or rubbish in any other parts of the building except in the proper receptacles. Lessee shall be responsible for keeping drains free and clean. Lessee shall be responsible for keeping entrance ways and stairs clear of ice and snow. No receptacles, vehicles, gas grills, baby carriages, bikes or any other articles or obstructions shall be placed in the halls or entry ways. Dwelling to be maintained in good and clean condition. Lessees will be charged for replacement of broken windows or glass. Garbage and rubbish will be kept clean and picked up by the Lessee and be put out at curbside on ____.

l. TRAILERS, BOATS, MOTORCYCLES, SNOWMOBILES: No trailers, boats, motorcycles, all-terrain vehicles or snowmobiles may be stored or parked on the premises.

m. PARKING: There is 1 parking space at the premises for the unit for each licensed driver Tenant. All cars must be registered with Lessor and be in running condition. All vehicles must be legally registered within seven (7) days of expiration or they will be towed at owner's (Lessee's) expense. There is to be no repair work of any kind conducted on the automobiles in either the parking lot/driveway. There shall be no parking on the lawns or any entrance or anywhere stated "no parking" or said vehicle will be towed at the Lessee's expense.

n. NO SMOKING: This is a smoke free building and all Lessees' and their guests shall not smoke cigarettes, cigars, pipes, and/or marijuana in the unit, nor in the hallways, basement, entryways, stairways, or on the lawns, walkways, driveways or parking areas of the premises. The Maine Medical Use of Marijuana Act (MMUMA) was enacted in 2010. While this law allows the use of marijuana for medical reasons it also states that "a landlord or business owner may prohibit the smoking of marijuana for medical purposes on the premises of the landlord or business if the landlords or business owner prohibits all smoking on the premises"

o. CHANGE OF LOCKS: Lessee shall not change the locks to the premises. If the Lessee changes the locks and does not provide the Lessor with a duplicate key, in the case of emergency the Lessor may gain admission through whatever reasonable means necessary and charge the Lessee reasonable costs for any resulting damage. If a Lessee changes the locks and refuses to provide the Lessor with a duplicate key, the Lessor may terminate the Lease and tenancy with a 7-day notice.

p. NO WATER BEDS: Lessee shall have no water beds on the premises.

19. INDEMNITY: Lessee shall save Lessor harmless and shall indemnify Lessor from and against all injury caused by Lessee, Lessee's family, guests, or invitees (including death) to any person or loss of or damage to any property arising directly or indirectly out of or in connection with the possession, use, occupation or control of the leased premises, common areas, the building containing the leased premises, or any other building within the development containing the leased premises, by any act, neglect, or default of Lessee or Lessee's agents. This hold harmless and indemnity agreement shall include, without limitation, all costs, expenses, and liabilities incurred in connection with any injury, loss or other damage or in defense of any claim or claims on account thereof. The Lessor shall be responsible for his/her own negligence and the negligence of his/her agents and this paragraph in no way absolves the Lessor from liability for his/her negligence or the negligence of his/her agents.

20. LEAD-BASED PAINT DISCLOSURE: Lessor is complying with Lessor's duty to provide disclosure to Lessee 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 Lessee with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form which is attached hereto and incorporated herein as

Addendum A and by providing Lessee with the Pamphlet entitled *Protect Your Family from Lead in Your Home*. Also attached hereto and incorporated herein as Addendum B is the *Maine Residential Real Property Disclosure Statement, Maine Warning: Lead-Based Paint Hazards*.

21. PEST INFESTATION: It shall be cause for the Lessor to terminate the Lessee's lease if the Lessee causes or allows to be caused the infestation with pests and/or insects of the Lessee's unit, or the common areas of the premises or other Lessees' units. The Lessee shall be liable for the full amount of the costs incurred by the Lessor in rectifying and ridding the premises of such infestation. Such costs will be billed to the Lessee and if the Lessee does not pay the costs within Ten (10) days of receipt of said statement, the Lessor shall have the option of treating said payment as rent and shall be able to terminate the Lessee's lease for non-payment of rent as otherwise provided in this lease.

22. INTERPRETATION: In interpreting this Lease, all captions and titles shall be disregarded, and when applicable, the singular of any word shall mean or apply to the plural and the masculine for shall mean and apply to the feminine.

23. COVENANTS AND REPRESENTATIONS: All covenants and representations herein contained are binding upon and shall inure to the benefit of the heirs, executors, successors, administrators and assigns of Lessor and Lessee. It is further agreed that neither Lessor, nor any agent or representative of the Lessor, has made any statement, promise of agreement, verbally or in writing, in conflict with nor enlarging the terms of this Lease.

24. JOINT RESPONSIBILITY: The undersigned Lessees shall be jointly and severally liable and responsible for all obligations pursuant to all of the terms of this Lease, including but not limited to, the payment of rent, utilities, late fees or late charges.

25. PARTIAL INVALIDITY: If any provision of this Lease is held to be invalid or unenforceable, all other provisions herein shall nevertheless continue in full force and effect.

26. DEFINITIONS: The term "guest" as used herein includes the individuals expressly set forth in paragraph 6 of this Lease and their agents, servants, invitees or any other person in or about the premises with the permission or express written or implied consent of the individuals expressly listed in paragraph 5 of this Lease.

27. LESSEE'S PERSONAL PROPERTY/INSURANCE: All the Lessee's property on the premises shall be at Lessee's own risk and Lessor shall not in any way be responsible therefor. Any personal property not removed by the Lessee following the termination of the lease or any renewal thereof shall be deemed abandoned and shall be disposed of in accordance with Maine Law.

28. MISREPRESENTATION: Lessor may terminate this Lease upon seven (7) days written notice to Lessee if it is determined that Lessee has made material misrepresentations or omissions in the application process.

29. TRASH/RECYCLING: The City of Portland has a trash and recycling ordinance which obligates the Lessee to dispose of any and all trash from the premises in blue City of Portland trash bags which come in two sizes (15 and 30 gallon) and are available at retail outlets throughout the City of Portland and must be purchased by the Lessee. In conjunction with the requirement that all trash be contained in an authorized City of Portland blue trash bag, the City provides pick up for recyclable trash. Lessor shall provide Lessee with a 17 gallon recycling bin issued by the City of Portland. Although there is no requirement on the part of the Lessee to recycle, recycling is greatly encouraged by the City of Portland and the Lessor. If you choose to recycle, you must follow the guidelines of the City of Portland which are contained in the City of Portland Recycling Guidelines attached hereto and incorporated herein. Lessee shall dispose of all trash in the City of Portland authorized blue bags and Lessee shall be solely responsible for the costs of said bags. If the Lessee chooses to recycle, the Lessee shall be responsible, in a manner consistent with the City of Portland recycling guidelines. If the Lessee violates the City of Portland trash/recycling ordinance resulting in the Lessor being cited and/or fined by the City of Portland, the Lessor has the option of assessing a fine of \$50.00 and any amounts charged to the lessor by the City of Portland to the Lessee's account and, if not paid by the Lessee within seven (7) days, the Lessor shall have the right to terminate the lease with seven days' notice to the Lessee. Any other violation of the City of Portland's trash/recycling policy by Lessee shall also be grounds for termination of this Lease and eviction upon (7) days' notice by Lessor to Lessee.

Initial:

_____ 30. SMOKE DETECTORS: Lessee acknowledges that Lessee has had an opportunity to inspect smoke detectors with Lessor or Lessor's agent(s) at the commencement of this Lease Agreement. Lessee acknowledges that all smoke detectors within the premise were in operating order at the commencement of the Lease term. Lessee also agrees to and shall immediately report to Lessor or Lessor's agent(s) any and all malfunctions and/or the need for repairs, replacement of batteries or other repairs to any and all of the smoke detectors on the premises.

IN WITNESS WHEREOF, the Lessee and the Lessor or an agent of the Lessor, have executed this Lease in two (2) copies, each of which shall be considered an original, on the day and year first above written. This Lease shall not be binding upon the Lessor until each copy is countersigned by Lessor or a duly authorized agent of the Lessor, at which time an executed copy of this Lease so countersigned shall be sent the Lessee at the address he shall furnish to the Lessor herewith.

DATE

LESSOR Timothy A Napolitano

DATE

LESSOR

DATE

LESSEE Lydia J Martzial

DATE

LESSEE Gordon B Kemp

ADDENDUM A
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Attachment to Rental Agreement

This addendum made part of lease/rental agreement dated _____

Property Address: 303 Brackett St Apt #4, Portland, ME 04102

Lessor: Timothy A Napolitano South Portland ME

Lessee(s): Lydia J Martzial & Gordon B Kemp

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

X (a) Presence of lead-based paint or lead-based paint hazards (check one below):

X Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)
pre 1978

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (initial)

_____ (e) Agent has informed the Lessor of the Lessor's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor **Timothy A Napolitano** Date

Lessor Date

Lessee **Lydia J Martzial** Date

Lessee **Gordon B Kemp** Date

Agent Date

Agent Date

ADDENDUM B
Residential Real Property Disclosure Statement
MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at-risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

Lessor Signature
Timothy A Napolitano

Date

Lessee Signature
Lydia J Martzial

Date

Lessor Signature

Date

Lessee Signature
Gordon B Kemp

Date

MOLD ADDENDUM D

The Lessee acknowledges that it is necessary for Lessee to provide appropriate climate control, keep the unit clean and take other measures to retard and prevent mold and mildew from accumulating in the dwelling. Lessee agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Lessee agrees not to block or cover any heating or air conditioning ducts in the unit. Lessee agrees to immediately report to the management office: 1) any evidence of a water leak or excessive moisture in the dwelling, as well as any storage room or other common area; 2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a household cleaner and wiping the area; 3) any failure or malfunction in the heating or air conditioning systems or laundry system within the building; and 4) any inoperable windows. Lessee further agrees that Lessee will be responsible for damage to the premises and Lessee's property as well as injuries to the Lessee(s) resulting from Lessee's failure to comply with the terms of this paragraph.

LESSEE Lydia J Martzial

LESSEE Gordon B Kemp

LESSOR **Timothy A Napolitano**

LESSOR