

APARTMENT LEASE

Agreement executed this 2nd day of September, 2014, between SUZANNE HAMLIN, hereinafter called the "Lessor", and Greg Williams hereinafter called the "Lessee" who shall be jointly and severally responsible under the terms of this Agreement. This Agreement is intended for only the person(s) named above with written permission required by Lessor or her agent for the occupancy by an additional person or persons.

The Lessor hereby lets to the said Lessee, and the said Lessee hereby hires from the Lessor, subject to the terms of the Lease, as more fully delineated by Rules and Procedures attached hereto and made a part hereof, and a Security Deposit Agreement, also attached hereto and made a part hereof, Apartment No. 1 at 99 Pine Street, Portland, Maine, together with one (1) parking space as designated by Lessor (the "Leased Premises") for a term of 1 year, commencing on the 1st day of October, 2014, and ending on the 30th day of September, 2015, unless sooner terminated as provided herein, at a monthly rental of \$1,250.00 payable the first day of each and every month.

The Lessor and the Lessee further agree to the following:

1. PAYMENT OF RENT. Rent payments shall be made in one check, money order, or cash to: SUZANNE HAMLIN at the following location:
9 Pine Street, #2
Portland, ME 04102
2. UTILITIES. Lessor shall pay for heat, hot water, and electricity serving the Leased Premises. Lessee shall be responsible for payment of all other utilities including, but not limited to, telephone, internet, and cable television.
3. SECURITY DEPOSIT. Lessee shall deposit upon signing of this Agreement, a security deposit under the terms and conditions as outlined in the attached Security Deposit Agreement.
4. TERMINATION. Either party may terminate this Lease upon sixty (60) days written notice to the other party, or as otherwise provided herein. The Lessee covenants that in case of any termination of this Lease, or in case of termination under the provisions of statute by reason of the default of the Lessee, then at the option of Lessor;
 - (a) The Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of their term or any extension or renewal thereof exceed the actual rent received for rental of said Leased Premises for the remainder of the term of any extension or renewal thereof;
 - (b) In addition thereto, the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination however caused.

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Lessor's damages hereunder shall include, but shall not be limited to any loss of rent; reasonable broker's commission for the re-letting of the Leased Premises; advertising costs; the reasonable cost of cleaning and repainting the Leased Premises in order to re-let the same, moving and storage charges incurred by Lessor in moving Lessee's belongings; legal costs and reasonable attorney's fees incurred by the Lessor in collecting any damages hereunder or in obtaining possession of the Leased Premises by summary process or otherwise, or;

- (c) At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this Lease, in which event Lessor's damages shall be limited to any and all damages sustained by her prior to said new tenancy or lease date. Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.
5. NONPERFORMANCE BY LESSEE. If the Lessee shall fail to comply with any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law, or if any assignment of the Lessee's property shall be made for the benefit of creditors, then and in any of the said cases and notwithstanding any agreements, the Lessor, at its option:
- (a) Forthwith or at any subsequent time, without notice or demand, lawfully may enter upon the Leased Premises and thereby terminate the estate hereby created and expel the Lessee and those claiming under him and remove their effects, forcibly if necessary, without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements; or
- (b) The Lessor, without necessity or requirement of making any entry may, for any breach of any condition or covenant of this Lease, terminate this Lease by a seven (7) day written notice to the Lessee to vacate said demised Leased Premises.
- (c) Upon neglect or refusal of Lessee to pay the rent as herein provided on or before the first day of each month, a seven (7) day written notice to the Lessee to quit the Leased Premises shall terminate this Lease.
6. INSURANCE. Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
7. LOSS OR DAMAGE. The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the Leased Premises by the Lessee, his family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any of such persons. Lessee further agrees to indemnify and save harmless the Lessor from any and all penalties, fines and costs, including but not limited to payment of all reasonable attorney's fees, arising from any and all violations of state or federal law or local ordinances, provided such violations were caused or committed by Lessee, his family, friends, relatives, guests, visitors, invitees, agents or servants. All personal property in any part of

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the building within the control of the Lessee shall be the sole risk of the Lessee. The Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise, while on the Leased Premises or in any storage space in the building.

Lessee shall use the demised Leased Premises for residential purposes only, and shall not sublease or assign any portion of the Leased Premises or the rights hereunder to any other party.

8. ENTRY BY LANDLORD. The parties hereto understand and agree that Lessor shall have the right to enter and inspect the Leased Premises at all reasonable times to ensure maintenance and safety of the Leased Premises, to ensure compliance with the Lease terms, and to show the Leased Premises. Lessor shall give Lessee at least twenty-four (24) hours notice prior to entry except in the case of emergency when Lessor may immediately enter the Leased Premises. Upon prior agreement, Lessor shall also have the right to access the basement through the kitchen during winter months, with due consideration.
9. FUEL CHARGE. Lessor reserves the right to levy a fuel surcharge during the heating season that reflects increased costs of heating oil over and above the previous season.
10. MAINTENANCE. Routine maintenance of the Leased Premises that is the result of normal wear and tear and usage of the Leased Premises shall be the responsibility of Lessee. Such items include, but are not limited to, leaking faucets, stopped up drains, cleaning of hallways and carpeted areas servicing the Lessee's Premises and other similar items.
11. TRASH REMOVAL AND RECYCLING. Lessee shall be responsible for complying with City regulations regarding trash disposal and recycling. The Lessee shall reimburse the Lessor for any fines levied by the City due to the Lessee's failure to comply with these regulations.
12. SNOW AND ICE REMOVAL. Lessee shall be responsible, pro rata, with all other occupants of the building for any snow and ice removal from the common areas of the Leased Premises, including parking areas, sidewalks, outside steps, etc.
13. HOLD OVER. The Lessee agrees that his occupancy of the Leased Premises beyond the term of this Agreement shall not be deemed as a renewal of this Agreement. If rent is collected and accepted it shall be a renewal on a month to month basis only, and Lessee shall be a tenant at will.
14. WAIVER. The failure or delay of the Lessor to enforce any right flowing from a breach of any term, condition, covenant, obligation, or agreement of this Lease does not constitute a waiver of any such rights or subsequent rights.
15. LATE PAYMENT FEE AND N.S.F. CHARGE. All outstanding late fees and processing charges shall become a part of and be added to the rent payment for the next immediate month. All rents are due and must be received at the location specified in Paragraph 1 herein on or before the first of each month. Any payment not received by the fifteenth of the month will be assessed a late fee. The late fee is four percent of one month's rent. Additionally, there will be a processing charge of

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\$35.00 for any check returned for "Not Sufficient Funds" (N.S.F.). If two (2) checks are refunded NSF, Lessor may, at her option, require rental payments to be made via certified or cashier's check and failing to make payment in such fashion shall be a default hereunder.

16. NOTICES. All notices shall be deemed legally sufficient if delivered in person or by certified mail to:

Lessee: *Greg Williams*
99 Pine St #1
Portland, ME 04102

Lessor: *Suzanne Hamlin*
99 Pine St #2
Portland, ME 04102

17. SEVERABILITY. If any section, part, or portion hereof is determined to be invalid for any reason, such invalidity shall not affect the remaining sections, parts, or portions of this Lease.

Lessor: *Suzanne Hamlin* Date: *9/2/14*

Lessee: *Greg Williams* Date: *9/2/14*

1. EMERGENCY. Calls for service should be to Lessor at (207) 773-0504 or (207) 318-7589. Please call only during the hours of 9am to 8pm unless a true emergency exists.
2. DISTURBANCE. The Lessee shall not make any disturbing noises in the building, nor permit the making of noises by his family, friends or visitors that will interfere with the rights, comforts and conveniences of other occupants in the building. No electric or automatic washing machine, television or other aerals, or other like equipment shall be installed without prior written consent for the Lessor. No Lessee shall play upon, nor suffer to be played upon, nor operate any musical instrument, radio, television, or other like device in the Leased Premises in a manner offensive to other occupants of the building, nor between the hours of 10:00 p.m. and the following 8:00 a.m.
3. RUBBISH. All trash should be placed in areas designated by Lessor. It shall not be stored in halls, apartments or outside. Lessee shall use plastic bags to avoid odors and maintain cleanliness.
4. PUBLIC AREAS. Lessee shall not store personal items in the halls or in the common basement areas, without the express permission of Lessor.
5. PETS. No dogs, cats, or other animals are allowed to be kept on the Leased Premises without prior written permission by Lessor, which permission shall be freely revocable at any time.
6. SMOKING. No smoking is permitted inside the building at any time. If Lessee permits visitors to smoke outside the building, Lessee shall ensure that all cigarette/cigar butts are disposed of properly.
7. DRILLING HOLES. Drilling holes or placing nails in the woodwork (wooden doors, door and window frames, etc.) or walls is prohibited. Lessee shall not use adhesive wall tabs on the plaster. Small nails and screws are permitted.
8. ALTERATIONS OR PAINTING. Alterations and painting, including but not limited to the use of contact paper, of the Leased Premises are prohibited without the Lessor's prior written consent.
9. SOLICITORS. For your protection, door to door solicitors are not permitted on the Leased Premises. Please report any solicitations to the lessor.
10. PARKING. Lessee shall park only in the space, or area, if any, assigned by Lessor. Visitors and guest of Lessee shall park only in the space or area, if any assigned by Lessor. Unauthorized parking on Lessor's property by any party may result in the removal or towing of such party's vehicle at his own expense.
11. INSURANCE. Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
12. LESSOR'S RIGHT TO ENTER. The Lessor may enter the Leased Premises at all reasonable times and will give reasonable notice to Lessee prior to such entry, or in case of an emergency for any reasonable purpose, including but not limited to examining the condition, showing the Leased Premises or making repairs. Lessor may paint, clean or redecorate the Leased Premises, remove

signs therefrom or post signs thereon, or replace or install pipes, wires, tubes, coverings, and plumbing and heating equipment therein. In case of emergency, Lessor may enter without notice.

13. LOCK OUT. It is incumbent upon all residents to control carefully their apartment keys. A lock out fee will be charged if the Lessor is called due to a lock out as follows: from 8am to 8pm Monday through Friday (excluding holidays) \$10.00. All other times \$15.00.

READ, UNDERSTOOD, AGREED

Lessor: *Suzanne Farnell*

Date: *9/2/14*

Lessee: *Greg Williams*

Date: *9/2/14*

Lessee:

Date:

**SECURITY DEPOSIT AGREEMENT
99 PINE STREET, APARTMENT #1**

Lessor acknowledges receipt from Lessee of \$1,250.00 to be held by Lessor in a non-interest bearing account during the term hereof, or any extension or renewal, as security for the full, faithful, and punctual performance by Lessee of all covenants and conditions of this Lease on Lessee's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such Security Deposit.

The Lessor shall return the amount of the Security Deposit to the Lessee within thirty (30) days after the termination of this Lease or upon the Lessee's vacating the said Leased Premises completely together with all his goods and possessions, whichever shall last occur provided:

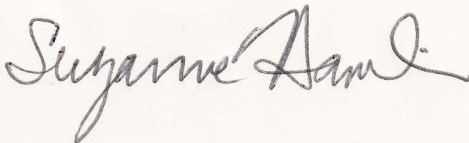
1. The amount does not apply to the last month's rent and the deposit shall not be so used.
2. There is no damage to the unit other than normal wear and tear and the apartment is clean and rentable in Lessor's sole opinion. Cleaning cost will be deducted if necessary and beyond that required by normal wear and tear. The Lessee acknowledges that he is responsible for professionally cleaning any and all carpeted areas upon termination of this Lease.
3. There are no late charges or fees due, and all rents have been paid.
4. There are no other damage amounts due under the lease.
5. All unit keys have been returned.
6. A forwarding address has been provided to the Lessor.

Immediately after Lessee vacates the Leased Premises, the apartment will be inspected and if it is found in good condition and no other damages are due under the Lease, the Security Deposit will be mailed to the Lessee, provided, however, that if damage has been done to the apartment (normal wear and tear excepted), they will be repaired by Lessor and the cost of these repairs will be deducted from the Security Deposit returned. If the cost of repair due to such damages exceeds the amount of the Security Deposit, Lessee shall be liable for any such deficiency. Additionally, if any other damages are due under the Lease, such damages shall be deducted from the Security Deposit and any payments owed that exceed the Security Deposit will be paid by Lessee.

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99 PINE STREET, APARTMENT #1**

Some of the terms which shall be considered on withholding deposit funds shall be without limitation: holes in walls or ceilings (other than standard picture hooks), use of stick-on picture hooks, contact paper other than on shelves, dirty ovens, broken windows, missing light bulbs or shades, lost keys, and the cost of additional or replacement locks resulting therefrom.

IN WITNESS WHEREOF, we execute this document, fully recognizing that it forms parts and parcels of a Lease between us dated this 2 day of September, 2014.

Lessor 

Lessee 