

Residential Lease

THIS AGREEMENT made this 14 day of June, 2015 by and between Daniel R. Filene (hereinafter Owner or Landlord) and Elisabeth Snell & Catherine Mears (hereinafter Resident or Tenant).

The Landlord leases to the Tenant and the Tenant rents from the Landlord the premises known as 17 Blythe Court, Portland, Maine, (hereinafter referred to as Leased Premises) for a term of 12 months and 14 days, beginning July 18, 2015 and ending August 31, 2016, under the following terms and conditions:

1. RENT: Rent is due in monthly installments of \$1,875.00 per month, in advance, on the first day of each month, without notice, demand, or set-off, to be paid at 8 Hartford Ave, Falmouth ME 04105 or such other place as designated by the Landlord or its Agent in writing. Payment of first & last months' rent will be due prior to taking possession of the premises. Subsequent rent will be considered late if not received by the fifth day of each month. Failure to pay rent on time shall be cause for eviction and the Landlord or his/her agents shall then, at their option, terminate this lease by giving a 7-day notice.

2. LATE CHARGE: Time is of the essence in this Agreement; if Landlord or Agent elects to accept rent more than 15 days after due date, a late charge of \$100 will be charged and due as additional rent.

3. SECURITY DEPOSIT: Resident has examined the apartment and accepts it "as is", and agrees to keep it in good condition and return it to Owner at the end of the term in the same condition, normal wear and tear excepted. As security for the return of the Apartment and payment of all rent, Tenant herewith pays to Landlord the sum of \$1,500.00 as a Security Deposit for Tenant's performance of the terms of this lease and against any damages caused to the apartment. Tenant shall not use said Deposit for the final monthly installment payment. Owner agrees to refund to Tenant the deposit, less sums expended in accordance with the lease, within thirty days of expiration of this lease.

4. LEASED PREMISES: The Tenant agrees to maintain the lease premises including windows, doors and appliances in a clean and in an orderly manner, and shall deliver up the lease premises (including all equipment) at the expiration or other termination of the lease in "vacuum clean" and tenantable condition, reasonable wear and tear excepted. Tenant agrees to return to Landlord or his Agent all keys to the leased premises immediately upon termination of the Tenancy. Tenant may be deemed, at option of the Landlord, a holdover tenant as per Paragraph 22 of this lease, until all keys are returned.

5. EQUIPMENT: This lease covers all equipment contained in said apartment including: a cooking range, microwave, refrigerator, dishwasher, washing machine, clothes dryer, and bathroom towel dryer.

Resident agrees to maintain such in good clean order and repair, together with all plumbing and electrical systems, and to replace any damaged or broken equipment, reasonable wear and tear excepted, with that of like kind and quality. Resident agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets.

6. ALTERATIONS: Resident agrees not to perform any alterations or paint the Lease Premises without first obtaining the expressed written permission of Landlord or his Agent.

7. UTILITIES & SERVICES: Tenant and Owner agree that the cost of the utilities serving the premises shall be paid as follows:

Electricity: Shall be provided by Tenant (via Central Maine Power Co.)

Natural gas: Shall be provided by Tenant (via Unitil).

Cable television, telephone, and internet access: Shall be provided by Tenant at Tenant's option.

Water and sewer service: Shall be provided by Landlord.

Snow removal: Primary snow plowing of the main portion of Blyth Court shall be arranged and provided by the Landlord. Shoveling/clearing of Tenant's vehicle(s), immediate parking space area, and access to back yard gate for oil delivery (if necessary) shall be provided by Tenant.

Yard maintenance: Tenant agrees to mow lawn as needed (roughly weekly) during summer. Tenant agrees to rake leaves on premises in autumn, and dispose of at curbside in yard waste bags provided by Landlord at scheduled city yard waste pickup days. Tenant agrees not to alter existing yard plantings without prior permission from Landlord.

8. USE OF THE PREMISES: The leased premises may be used only for a private residence. The Resident agrees not to do or permit any act within the leased premises or any common areas that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of the other residents or neighbors, not to use the premises for any purposes that shall be deemed extra-hazardous by the Landlord or its insurance companies. No waterbeds shall be allowed without written permission of the Landlord and proof of 'Tenant Insurance' with a waterbed insurance clause that names Landlord as payee.

9. ASSIGNMENTS: The Resident will not assign this lease or sublet the leased premises or any part thereof to anyone without obtaining prior written consent of the Landlord or his Agent.

10. PETS: The Resident agrees not to keep or harbor any pets or animals on the leased premises without prior written consent of the Landlord or his/her Agent.
Pets approved by Landlord: Two cats.

11. LANDLORD'S REPAIRS: Landlord agrees to maintain premises in good repair. Tenant will notify the Landlord of dangerous conditions or the need for repairs on the premises, including repair of deteriorated paint, and will guard against loss or risk to himself and others until such time as the Landlord has had a reasonable opportunity to address the problem. Resident agrees to use reasonable caution when hazardous situations, including snow and ice, are created by weather conditions.

12. RESIDENT'S PROPERTY: Resident is advised to insure to its full value against fire, theft and extended coverage risks, all personal property kept on the leased premises. That said property shall, in any event be kept at Resident's risk, and Landlord, its Agent and employees, shall not in any way be responsible for the Resident's personal property. Any personal property not removed by the Resident within two (2) days following the termination of the lease or any renewal thereof shall be treated in accordance with Maine law.

13. DESTRUCTION: In case the premises, or any part thereof, during the term is so destroyed or damaged by fire or other unavoidable casualty as to be unfit for occupation or use, then the rent, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by the Resident, or this lease shall, at the election of either the Landlord or the Resident, upon written notice to the other within thirty (30) days after such destruction, be terminated. Landlord reserves the right to provide suitable, alternative quarters similar to the damaged premises.

14. SDN, TERRORIST OR OTHER CRIMINAL ACTIVITY: The tenant represents that he/she is not on the federal Specially Designated Nationals (SDN) and Blocked Persons list, authorizes additional periodic SDN checks, and permits the landlord to terminate the lease for terrorist, terrorist financing, money laundering, drug trafficking, sex offender or other criminal activity.

15. INDEMNIFICATION: The Resident agrees that, unless the Landlord or Landlord's agent have been negligent, it will indemnify and hold harmless the Landlord from any loss, damage, claim, demand, suits, judgments or liabilities that the Landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or death to persons or property, or any claim on account hereof resulting from the use of the leased premises or common areas by Resident, and/or his guests and invitees.

16. INSPECTION: The Landlord or his Agent may enter to examine the premises at reasonable times with a 24-hour notice to make repairs and perform such maintenance as it deems necessary, and may enter any time in the case of an emergency condition endangering the premises or its occupants.

17. RECYCLING: Resident agrees to comply with all current and future recycling laws, agrees to sort, separate, and recycle garbage into whatever categories the law prescribes; and agrees to pay any fines or penalties either the landlord or tenant may get because of Resident's failure to properly separate, dispose and recycle trash and other wastes.

18. BREACH: If rent or any other sum provided for herein shall be due and unpaid, or if there is a default in any of the other agreements contained herein, or if the Apartment shall be abandoned or vacated, then Landlord shall have the right to re-enter and re-possess the premises and thereafter re-let the premises in accordance with Maine law. Landlord shall be entitled to all reasonable legal fees if Landlord shall collect any sums due hereunder or re-take possession of the premises by or through an attorney at law or judicial process, as provided under Maine law.

19. OCCUPANTS AND GUESTS: The sole occupant(s) of the leased premises shall be:

Elisabeth Snell & Catherine Mears

It shall be a violation of the terms of this lease and grounds for termination thereafter, at the option of the Landlord, if anyone other than the above-listed people shall be deemed to be living in the leased premises. Any guest who resides in the unit for more than 14 days in a 30 day period or who receives mail at the leased address will be deemed living in the leased premises and at the discretion of the landlord may be removed, or added to the lease.

20. RULES AND REGULATIONS: Landlord reserves the right to make reasonable rules and regulations from time to time relating to the use and operation of the premises and common areas, together with rules and regulations relating to the convenience, comfort, or common interest of the other residents and neighbors, including but not limited to those relating to noise, garbage, trash, antennas, appliances, and furniture moving. Resident agrees to abide by such rules and regulations and agrees that any violation thereof shall be deemed a default hereunder.

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;

- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (f) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (g) Tenant and Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (h) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors;
- (i) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

21. NO SMOKING: There shall be *no smoking* permitted anywhere on the premises, including the interior of the unit, the back yard, and the parking area.

22. NOTICE: Any notice, demand, request or other instrument that may be or is required to be given under this lease by Tenant to Landlord shall be delivered in person or sent by United States first class certified mail and shall be addressed (a) to Landlord at 8 Hartford Avenue, Falmouth ME 04105, or at such address as Landlord or his Agent may designate by written notice; and (b) if to Resident, at the leased premises or at such other address as Resident shall designate by written notice.

23. OBLIGATION JOINT AND SEVERAL: In case of multiple Residents, their obligations hereunder shall be joint and several. All terms and conditions of this lease shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Any notices required or permitted by the terms of this lease may be given by or to any Resident, if there be more than one, and shall have the same effect as if given to all.

24. ADDITIONAL RENT: Resident agrees to pay as additional rent all sums of money or charges required to be paid by Resident under this lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid when due, they shall be collectible as additional rent. Nothing herein contained shall be deemed to suspend or delay the payment of any such amount or charge at the time the same becomes due and payable, or limit any other remedy of Landlord.

25. HOLDOVER: If the Resident remains in possession of the leased premises after the expiration or other termination of this lease or other termination of this lease or any duly executed extension thereof, such Resident shall be deemed to be a Tenant-at-will. During such month-to-month tenancy the provisions of this lease, including the rent, shall be applicable. Either party may terminate any such tenancy by giving to the other thirty (30) days written notice prior to the rent due date, and any Resident staying past the termination date shall at the option of the Landlord be responsible for the entire month's rent following such termination date.

26. WAIVER: The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this lease, other than the

failure of Resident to pay the particular rental so accepted.

27. SEVERANCE: should any term or provision of this lease, or portion thereof be determined invalid or unenforceable under the law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

28. TERMINATION FOR DEFAULT: If Tenant fails to comply with any of the material provisions of this Agreement or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, the Landlord or his/her agents shall then, at their option, terminate this lease by giving a 7-day notice.

29. ATTORNEY'S FEES: Should a contested hearing be held to enforce this rental agreement due to wanton disregard of the terms of the rental agreement, the party prevailing in the hearing shall be entitled to an award of reasonable attorneys' fees from the other party.

30. HAZARDOUS MATERIALS: Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

31. PAYMENT ORDER: Payments received will always be applied first to the charges that are the most distant out. These may include the security deposit balance, previous unpaid rent, late fees and damage charges. The remainder of the payment, if any, will be applied to the current rent due. This allocation by the landlord takes precedence over any other designation that a tenant may write on the check or money order.

32. CREDIT REPORT: Tenant expressly authorizes owner or owner's agent (including a collection agency) to obtain tenant's consumer credit report, which owner or owner's agent may obtain and use only if attempting to collect past due rent payments, late fees, or other charges from tenant, both during the term of the lease and thereafter.

33. FALSE AND/OR MISSING INFORMATION: The tenant certifies that all the information provided on the lease application was true and accurate and that no significant omissions of important information that would have likely lead to a rejection were made. Also, that the information and terms of the application become a part of this lease for the rental premises, and any misrepresentation or significant omission of important information in the application shall be grounds for termination of the lease at the landlord's option.

34. EXERCISE OF RIGHTS: The failure of management or tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

35. DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

36. ENTIRE AGREEMENT: This Apartment Lease and any attachments constitute the complete and entire agreement (subject to rule and regulations as per paragraph 18) between the parties hereto, and no oral statements made shall be binding upon either party, if being understood and agreed that this Apartment Lease may be modified only in writing signed by the party against whom enforcement is sought.

37. LEAD DISCLOSURE: This building was built before 1978. 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.

Statements, initialed and signed by all parties, verifying that all state and federal requirements were completed for disclosure of information on lead-based paint hazards, are completed and attached.

IN WITNESS WHEREOF, the parties hereto have signed and entered into this Lease on the date herein written.

 _____ Resident	<u>6/14/15</u> Date
 _____ Resident	<u>6/14/15</u> Date
 _____ Landlord/Owner	<u>6/18/15</u> Date