

REPAIR

From

To

Bruce Courtois

Colin Malakie

July 1 1992

June 30 1993

BRUCE COURTOIS
55 MONTROSE AVENUE
PORTLAND, MAINE 04103
773-4820

XXXXXX APARTMENT LEASE

Date June 6, 1992

Bruce Courtois

Lessor, hereby leases to

Colin Malakie

Lessee, who hereby hires the following premises, viz: Building 65 Pine St, Apartment Basement, at Including Darkroom (consisting of) living room, dining room, 1 bedrooms, kitchen, and 1 bath(s), for the term of 1 year beginning July 1 19 92 and continuing in

full force and effect. This lease shall terminate on June 30 19 92. The lease may be renewed, with the consent of the Lessor upon terms and conditions and at rental amounts agreed to in writing by the lessor at the time of renewal, provided Lessee must notify the Lessor in writing of the Lessee's desire to renew at least sixty (60) days prior to the end of the first year of the lease or the then current renewal period. Lessee must notify the Lessor in writing of the Lessee's desire to terminate the lease at least 30 days prior to the end of the first year of the lease or the then current renewal period. The term rent to be paid by the Lessee

for the leased premises shall be \$ 250⁰⁰

payable except as herein otherwise provided, in installments of \$ 250⁰⁰ on the 1st day of every month in advance so long as this lease is in force and effect.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

- CARE OF PREMISES** — The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted.
- CLEANLINESS** — The Lessee shall maintain the leased premises in a clean condition: He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the Lessor.
- DEFINITIONS** — The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agent and servants; and the words "he", "his", and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party sign as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.
- DELIVERY OF PREMISES** — In the event the Lessor is not able to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his election, shall be allowed reasonable time to recover possession of the lease premises by process of law, and if he cannot deliver such possession within 30 days from the beginning of said term either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.
- DESTRUCTION EMINENT DOMAIN** — If the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or shall be destroyed or damaged by fire or other unavoidable casualty or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor; and such option may be exercised in case of any such taking, notwithstanding the entire interest of the lessor may have been divested by such taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises, or in the case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation. The lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request.
- DISTURBANCE** — The Lessee shall not make any disturbing noises in the building nor permit the making of any such noises herein by his family, friends, relatives, invitees, visitors, agents or servants; nor do, nor permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of other occupants in the building. No electric or automatic washing machine, television or other aerials, or other like equipment shall be installed without written consent from 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 lease premises in a manner offensive to other occupants of the building.
- FAILURE TO VACATE** — Occupancy by the Lessee after termination of this lease shall, at the option of the Lessor, constitute a waiver of the termination unless an agreement with respect to such occupancy shall have been previously made in writing between the parties hereto. In any event the terms and conditions agreed to in the lease shall apply as long as the occupant remains in occupancy.
- GOVERNMENTAL REGULATIONS** — The Lessee's obligations, covenants and agreements hereunder shall not be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from so doing because of any law or governmental action or any order, rule or regulation of any governmental agency.
- HALLS** — No receptacles, vehicles, baby carriages, or other articles or obstructions shall be placed in the halls or other common areas or passageways.
- HEAT AND HOT WATER** — All charges by public utilities for hot water and heat, but excluding the furnishing of water, shall be paid by the Lessee.
- IMPROPER USE OF PREMISES** — The Lessee will not make nor suffer any unlawful, improper, noisy or otherwise offensive use of the leased premises, nor permit any nuisance thereon, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the windowsills.
- INSURANCE** — Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
- KEYS AND LOCKS** — Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee.

14. **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. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. The Lessor shall not be liable for damage to or loss of property of any kind which be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building.
15. **NOTICE TO LESSEE** — Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, whether actually received or not.
16. **OTHER REGULATIONS** — The Lessee agrees to conform to such rules and regulations as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises, the building of which they are a part, and any swimming pool, tennis court or other recreational facilities which the Lessor may make available, from time to time, for an additional charge or otherwise; and further for the benefit, comfort and convenience of all the occupants of said building.
17. ~~PARKING — An outdoor parking space is available for the Lessee's use. The Lessee hereby agrees to pay \$ _____ per month for _____ outdoor parking space(s).~~
18. **PETS** — No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the lessor's written consent; and consent so given may be revoked at any time.
19. **PLUMBING** — The water closets and waste pipes shall not be used for any purpose other than those for which they are constructed, nor shall any sweepings, rubbish, rags, or other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused.
20. **REPAIRS** — The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all pipes, wires, glass, plumbing and other equipment fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. Lessee acknowledges the premises to be in good condition and repair on the date hereof. Notwithstanding anything herein to the contrary, Lessor reserves the right to make any and all repairs not made within a reasonable time or not properly made for which he shall be reimbursed by Lessee in full, upon demand.
21. **RIGHT OF ENTRY** — A. The Lessor may enter upon the leased premises at reasonable times or in case of emergency to examine the condition thereof, to show the premises to prospective purchasers or tenants, or make repairs thereto; and B. At his election, Lessor may paint, clean or redecorate the premises, remove signs therefrom or post signs thereon, or replace or install pipes, wires, tubes, coverings, and plumbing and heating equipment therein.
22. **NON-PERFORMANCE OR BREACH BY LESSEE** — If the Lessee shall fail to comply with any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, (excepting only non-payment of rent) 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 license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor, at his 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 to 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 premises.
 Upon neglect or refusal of Lessee to pay the rent as herein provided, a 7-day written notice to the Lessee to vacate the premises shall terminate this lease.
23. **LESSEE'S COVENANTS IN EVENT OR TERMINATION** — 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 of the remainder of the term or any extension or renewal thereof exceed the fair rental value of said premises for the remainder of the term or any extension or renewal thereof; and
 (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. 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; reasonable cost of cleaning and repainting the premises in order to re-let the same; moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings; 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 him 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.
24. **REMOVAL OF GOODS** — Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee.
25. **NON-SURRENDER** — Neither the vacating of the premises by Lessee, nor the delivery of keys to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased premises, unless so stipulated in writing by Lessor.
26. **SUBLETTING** — The Lessee shall not assign nor underlet any part or the whole of the leased premises nor permit any other person or persons to occupy the same, nor rent any room therein without first obtaining on each occasion the assent in writing of the Lessor.
27. **TRUSTEE** — In the event that the Lessor is a trustee, no such trustee nor any beneficiary nor any shareholder of said trust shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches and equipment.
28. **UTILITIES** — The Lessee shall pay either directly to the utility company or Lessor, as applicable, as they become due, all bills for ~~fuel~~ oil, gas, electricity, telephone service, and any other utilities furnished to the demised premises.
29. **WAIVER** — The waiver of one breach of any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches and equipment.
30. **SEPARABILITY CLAUSE** — If the provision of this lease or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
31. **SECURITY DEPOSIT** — A. Lessor acknowledges receipt from Lessee \$ 0 to be held by Lessor 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.
 B. The Lessor shall return the amount of the security deposit to the Lessee within 30 days after the termination of this lease, or upon the Lessee's vacating the said premises completely together with all his goods and possessions, whichever shall last occur; provided:
 1) there is no damage to the leased premises, and
 2) there are no breaches of any terms, covenants and conditions of the lease; and
 3) there has been no breach or termination which may give rise to a cause of action under the indemnity provision of this lease; and
 4) The Lessee is not otherwise indebted to the Lessor.
32. This Agreement shall be subordinated in respect to any Mortgages that are now on or that hereafter may be placed against said Premises, and the recording of such Mortgage or Mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, irrespective of the date of recording the the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such Mortgage or Mortgages, and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD'S assigns and legal representatives to the option of canceling this Agreement without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

Failure of the LANDLORD to insist upon strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD'S right hereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

Lessor Bruce Gunters

Lessee Colin T. Malahie

Management Corp. _____

JUL 1st, 1992

Managing Agent _____