

# LEASE

This lease, dated this 1st day of October, 2015 is by and among Matthew Power (Lessor) and Josh Newton (Lessee), of 22 Dow Street #2 Portland ME 04102.

The parties agree as follows:

1. **Lease of Apartment.** Lessor hereby rents to lessee, and lessee hereby rents from Lessor, the premises known as Apartment #2 at the building located at 22 Dow St, Portland, Maine for an indeterminate term. If Lessor is unable to deliver the Apartment on the date specified at the beginning of the lease term, the rental shall be abated on a pro-rata basis until delivery, or either party may terminate the Lease by ten (10) days written notice.
2. **Rent - Security Deposit**
  - a. Lessee agrees to pay rent in the amount of **\$1200.00 per month**, payable in advance on the first day of each month during the term of this lease, without notice, demand or set off.
  - b. If Lessee is fifteen (15) days or more in arrears in payment of rent, a late charge of four percent (4%) of the delinquent amount shall be due and payable with the delinquent installment of rent.
  - c. Lessee shall pay a twenty-five dollar (\$25.00) service fee as additional rent for any check returned to the Lessor by Lessee's bank because of insufficient funds and/or a stopped payment.
  - d. Rental payments shall be paid monthly to Matthew Power, 22 Dow St #3, Portland Maine 04102.
  - e. No security payment shall be required.
3. **Upkeep.**
  - a. Lessee agrees to maintain the apartment in a clean and orderly manner, and shall deliver the apartment at the expiration or other termination of the lease in good, clean, original condition with reasonable wear and tear expected.
  - b. Lessee agrees not to damage the residence, The buildings, the grounds, common areas, or the property of the Lessor. **No smoking is allowed in the building, or within 50 feet of the building.** Damage as a result of cigarette smoke, such as film on or discoloration of painted surfaces as well as unpleasant odor as determined by Lessor and/or other tenants, is considered cause for eviction and damage caused by a pet, such as urine saturation, destruction of woodwork is also considered a cause for eviction upon ten (10) days written notice.
  - c. Lessee agrees that damage caused by Lessee, Lessee's family, guests, or invitees, shall be repaired at the Lessee's expense. This includes damage caused by fire or any other casualty. Failure to perform or pay for these repairs after notice from the Lessor shall be deemed a violation of this lease and subject to eviction.
4. **Equipment and Smoke Detectors**
  - a. There is included in this lease all equipment contained in the apartment, including a stove and refrigerator. Lessee agrees to maintain this equipment in good clean order and repair, except for maintenance made necessary by ordinary wear and tear, for which the Lessor shall be responsible. Lessee agrees not to pour grease or rubbish or other improper articles in the sinks or toilets. If Lessee fails to make any repair required of the hereunder, Lessor shall have the right to make such repair.
  - b. **Lessee agrees to never remove or dismember the smoke detector(s) in the apartment. Furthermore, Lessee agrees to either replace the battery in the smoke detector(s) when beeping or call Lessor so that he knows to replace it. If any smoke detector is removed, dismembered and/or left with a non-functioning battery in it, Lessee will be charged a flat fee of \$100.00 per smoke detector for the first occurrence to cover the cost of reinstallation. If Lessee removes, dismembers and/or leaves a non-functioning battery in a smoke detector for a second time, it shall be grounds for termination of the lease and tenancy upon (24) hours advance written notice by Lessor.**
5. **Alterations.** Lessee agrees not to make any alterations to the apartment or building, including painting, without the advance written consent of the Lessor.

**6. Utilities.**

- a. Lessee shall be responsible to pay for the following utilities on the premises and establish accounts in their own name: **gas, electric**. Lessor shall provide the following utilities, which Lessee agrees to take reasonable steps to conserve: **water, sewer**.
- b. Lessee agrees to keep the apartment heated to at least 55-F degrees and all windows closed from October 1st through April 30th to avoid pipes from freezing. Any costs incurred by Lessor due Lessee's failure to abide by this lease shall be deemed Lessee's responsibility. Lessee's non-compliance with this provision or reasonable rules of the Lessor shall be cause for termination of this Lease Agreement upon ten (10) days notice to Lessee.
- c. Parking shall be permitted as follows: **none**.
- d. Lessee shall also be responsible for the following maintenance: **bagging trash per City of Portland recycling program 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 will assess a fine of \$250.00 and any amounts assessed by the City of Portland to the Lessee's account and, if not paid by the Lessee within five (5) days, the Lessor shall have the right to terminate the lease.
- e. The Lessor shall be responsible for any capital repairs of the apartment, building or utility services unless repairs or replacement are attributed to damage caused by neglect or abuse of the Lessee, in which case the Lessee shall be responsible for repairs or replacements. Lessor's responsibilities in regard to providing the above services shall be limited to repair and replacement and shall include any consequential damages.

**7. Use.**

- a. The apartment may be only used as a private residence. Lessee agrees not to do or permit any act or thing to be done to the apartment that is unlawful or creates a nuisance or that interferes with the rights, comforts or conveniences of the other occupants of the building.
- b. No waterbeds shall be used without the Lessor's consent.
- c. Lessee shall not undertake any activity that would adversely affect any insurance of the building, the apartment or the contents of either by virtue of being considered hazardous, or for any other reason. Lessee shall not cause or suffer any strip or waste of the apartment or building.
- d. Lessee agrees not to store, hang, or leave any personal articles, trash, or recyclables in the common areas of the building, nor on the fire escapes, balconies, etc ..., unless otherwise specifically pre-approved by Lessor. The common areas include hallways, basements, entryways, and any part of the building used by other apartments and tenants.

**8. Lead Based Paint Warnings/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, attached hereto and incorporated herein as **Exhibit C** to the Lease, and by providing Tenant with the Pamphlet entitled *Protect Your Family From Lead in Your Home*.

**9. Assignment and Sublet.** Lessee agrees not to assign this lease or sublet the apartment.

**10. Pets/Smoking.**

- a. Lessee agrees not to keep pets or animals in the apartment or the building without the consent of the Lessor and such consent, if given, shall be revocable by the Lessor at any time. **See Pet Agreement for additional information**. Any damage caused to the dwelling unit, common areas or grounds of the property by the Lessee's pet(s) will be considered a violation of the lease and the lease shall be deemed to be breached, the term hereof forfeited, and the Lessee, without further demand or notice, shall be subject to eviction, as well as suit for damages.

- b. Lessee agrees not to smoke in their apartment, in the common areas in the building or within 50 feet of the building; this also applies to any guests welcome or not; any violation of this paragraph shall be cause for eviction.

#### **11. Maintenance.**

- a. Lessee is responsible for keeping the walkways and entrances free from snow, ice and debris. Lessee agrees to use extreme caution when hazardous situations, including snow and ice are created by weather conditions.
- b. Tenant agrees to promptly notify Lessor or his agent (verbally, through email or by certified mail) of need for any repairs to the leased premises, such as, but not limited to, repairs required for: a) a water leak, excessive moisture, or standing water either inside the unit or in any community common area; b) mold growth in or on the leased premises that persists after tenant has tried to remove it with a commercial mildew remover or a combination of water and bleach; c) pest infestation; d) a malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises

#### **12. Lessee's Property.**

- a. Lessee agrees to insure all personal property kept in apartment or the building against loss or damage by fire and extended coverage risks to the full insurable value of such property, with all rights of subrogation waived against Lessor, its agents or employees. All such personal property shall in any event be kept at a Lessee's sole risk and Lessor shall in no way be responsible therefore. Lessee agrees to remove all personal property belonging to them from the apartment and the building promptly upon the termination of the Lessee's tenancy hereunder.
- b. Lessee shall maintain in full force and effect a policy of renter's insurance insuring the entire contents of the premises.
- c. Lessee agrees to deliver certificates of such insurance to Lessor at the beginning of the term of this lease and thereafter not less than ten (10) days prior to expiration of any such policy. As a precondition of the occupancy of the premises, Lessee shall provide to Lessor evidence of said renter's insurance being in effect. Any continuation of this rental relationship after the initial term of this lease either through a month-to-month lease, tenancy-at-will or extended lease shall be on the same terms and conditions and Lessee shall maintain renter's insurance throughout any continued term of this tenancy during the occupancy of the Lessee in the premises. Failure to maintain such a policy in effect shall be grounds for termination of the lease.
- d. Upon termination of the lease, all remaining belongings shall become the property of the Lessor at the time, shall be disposed of by the Lessor at the Lessee's expense, as provided by law. Upon discovering obvious signs that the tenant no longer occupies the apartment, the Lessor may remove all of the former Tenants' belongings, and store them at the Lessee's expense, for a time period of 14 days, after that time Lessor may dispose of the belongings as the law provides at Title 14 M.R.S.A. § 6013 and Title 33 M.R.S.A. § 1954.

**13. Indemnification.** Lessee agrees that it will indemnify Lessor and hold him harmless from or against any loss, claim, damage, demand, suits, judgment or liabilities that the Lessor may incur from expenses to which Lessor may put to, including reasonable attorney's fees arising from any injury or death to persons or property, or any claim on account thereof resulting from the use of the building by Lessee, their agents, guests and invitees.

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

**15. Taxes.** Lessor shall pay all real estate taxes and assessments for the apartment. Lessee shall be responsible for personal property taxes, if any, on personal property that they may own.

- 16. Occupants and Guests.** Lessee shall be the sole tenant(s) of the apartment. Guests shall not remain in the apartment for more than seven (7) consecutive days without the written consent of the Lessor.
- 17. Rules and Regulations.** Lessor reserves the right to add to, amend and revise rules and regulations from time to time by promulgating rules reasonably relating to the use and operation of the apartment and to the convenience, comfort or common interest of other residents in the building. Such rules may include rules regulating fees charged, noise, garbage, barbecues, antenna, appliance and furniture moving, together with rules relating to potential damage to the apartment or building, such as rules designed to prevent damage by picture hanging devices. Lessee agrees to abide by such rules and agrees that any violation thereof shall be considered default under this lease.
- 18. Obligations.** If there is more than one Lessee, their obligations shall be joint and several. They are not tenants in common. The terms of this lease shall bind the personal representative, heirs and assigns of the parties. Any notice required or permitted by this lease may be given to any Lessee, and shall have the same effect as being given to all.
- 19. Landlord Responsibilities**
- Legal Use of The Residence.** The landlord agrees not to interfere with the tenant's legal use of the residence.
  - Residence Must Be Fit To Live In.** The landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in; and (3) is not dangerous to the life, health or safety of the occupants. The landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in and to meet all applicable housing code requirements including keeping the apartment free of bedbugs. The landlord is not responsible for this promise if the residence becomes unfit to live in due to the tenant's misconduct or the misconduct of the tenant's family, invitees, or guests. Prior to the tenant entering into this lease, the landlord agrees to provide the tenant with both the federal lead-based paint hazard notice and brochure, unless the housing is specifically exempt from this requirement.
- 20. Additional Rent.** All sums paid by Lessee to Lessor hereunder shall be considered additional rent. If Lessee fails to pay such sums, when due, they shall be collectable with the next payment of rent hereafter due.
- 21. Mortgages Subordination.** Lessor reserves the right to subordinate the lien of this lease to the lien of any mortgages now or hereafter placed on the building in which the apartment is contained. Lessee agrees upon request to execute and deliver to Lessor an instrument of subordination satisfactory to Lessor.
- 22. Waiver.** The waiver of Lessor of any breach of any provision of this lease shall not be deemed to be a waiver of any subsequent breach of that or any other provision of this lease. The subsequent acceptance of rent by Lessor shall not be deemed a waiver of any prior breach by Lessee of any term of this lease, other than the breach occasioned by the failure to pay such rent.
- 23. Severability.** If any provision of this lease is determined to be invalid or unenforceable under the law, it shall not affect the enforceability of any other provision of this lease.
- 24. Breach.** In addition to other rights to terminate this Lease, Lessee shall also have the right to terminate Lease as follows:
- Eviction for Failure to Pay Rent.** If Lessee is fifteen (15) days or more late in paying the rent, the Lessor may send a notice that states that the lease will end in five (5) days unless Lessee pays all overdue rent or late charges, before that five (5) day period ends. If Lessee fails to pay the rent the lease term automatically terminates and Lessee will leave the residence and return the keys to the Lessor.
  - Eviction for Damage, Nuisance, and/or Illegal Acts.** If the Lessee, the Lessee's family or an invitee of the Lessee has caused substantial damage to the demised premises which the Lessee has not repaired nor caused to be repaired within seven (7) days, 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, the Lease may be terminated by the Lessor by five (5) day notice in writing to the Lessee.

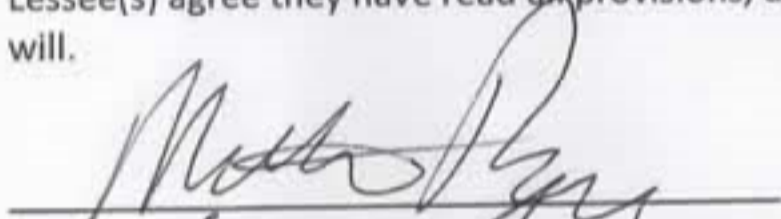
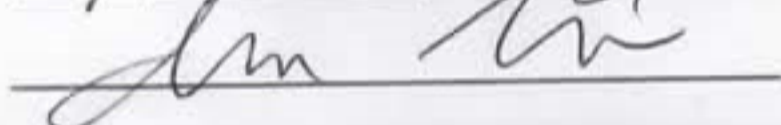
- c. **Eviction for Dangerous Acts.** If the Lessee's actions pose an immediate threat to the health or safety of other residents of the Lessor or Lessor's agents or employees, or to the physical structure of the residence, then the lease can be immediately terminated without prior warning. The Lessee agrees that he/she is not on the Specially Designated Nationals (SDN) and Blocked Persons list. Lessee 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.
- d. **Change of Locks.** Lessee shall not change the locks to the premises. If Lessee does change the locks Lessee must notify Lessor of this change, and provide Lessor with a duplicate key, within 48 hours of the lock change. Tenant will be responsible for any and all costs associated with the re-keying of the apartment to return it to Lessor's system. In the case of an emergency, the Landlord may gain admission through whatever reasonable means necessary and charge the Tenant reasonable costs for any resulting damage. If the 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.

**25. Exhibits.** The following exhibits are included in said Agreement and made a part thereof:

- Exhibit A: Security Deposit Refund Agreement
- Exhibit B: Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazards.
- Exhibit C: Bed-Bug Notice and Fact Sheet
- Exhibit D: Pct Agreement
- Exhibit E: Energy Efficiency Disclosure Form and Fact Sheet

Other provisions. The following additional terms shall govern this lease. None.

**IN WITNESS WHEREOF**, the parties have signed this lease as of the date first written above. In signing this agreement, Lessee(s) agree they have read all provisions, understand all provisions, and enter this lease agreement of their own free will.

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| <br>_____ | Matthew Power, Lessor | <u>01/17/15</u> Date |
| <br>_____ | Josh Newton, Lessee   | <u>01/19/16</u> Date |