

SMOKE AND CARBON MONOXIDE DETECTORS
07/25/2015

**OWNERS OF 301 SPRING #2 AGREE TO SUPPLY
WORKING SMOKE AND CARBON MONOXIDE
DETECTORS IN THE UNIT.**

**TENANT(S) AGREE TO KEEP DETECTORS
PLUGGED IN AND IN WORKING ORDER AT ALL
TIMES. TENANT(S) WILL REPLACE ANY
BATTERIES WHEN NEEDED AND
COMMUNICATE ANY ISSUES TO THE OWNERS
SHOULD THE DETECTORS NO LONGER WORK
SO THEY CAN BE REPLACED.**

^{DS}
CEO

^{DS}
DK

^{DS}
7/7

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.

DocuSigned by:
Daniel Kemish 7/17/2015
C4C16ED40F0E44B...
 Lessor Signature _____ Date _____

DocuSigned by:
Hendri Hunt 7/17/2015
BD4EF0892A0443A...
 Lessor Name printed _____

Lessee Signature _____ Date _____

Lessee Name printed _____

Lessor Signature _____ Date _____

Lessee Signature _____ Date _____

Lessor Name printed _____

Lessee Name printed _____

Acknowledgement of federal disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii) 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 (i) or (ii) below):

(i) 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).

(ii) 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 obligations under 42 U.S.C. 4852(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 they have provided is true and accurate.

DocuSigned by:
Daniel Kemish 7/17/2015
C4C16ED40F0E44B... Date

DocuSigned by:
Hiedi Hunt 7/17/2015
BD4EF0892A0443A... Date

DocuSigned by:
Cindy E. Olsen 7/17/2015
6BCDEC1188C04A6... Date

Date

This lease, dated this **25th** day of **July, 2015** for **301 Spring Street, Unit #2, Portland, Maine 04102**

Lessor: Heidi Hunt and Daniel Kemsih Lessee: Alison Morin

The parties agree as follows:

1. Lease of Property Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the premises known as **301 Spring Street #2, Portland, Maine 04102** for a term of Twelve months, beginning July 25, 2015 and ending July 31, 2016 at **12:00 noon**.

2. Rent - Security Deposit

a. Lessee agrees to pay an initial rent in the amount of **\$1700.00** and \$1700.00 per month thereafter, payable in advance on the first day of each month, without notice, demand or set off. \$1700.00 paid to Heidi Hunt and mailed to **Cindy Olsen at 22 Plimouth Way, Yarmouth, Maine 04096. If rent is delivered by the 5th of each month the Lessee(s) may discount the rent by 50.00 for a total of \$1650.00** (July prorated rent \$372.54 and August 2015 rent of \$1650.00 paid 7/14/2015). If Lessor does not have rent by the 7th of the month, a Seven Day Notice to Vacate will be served. 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.

b. Lessee will deposit with the Lessor a **security deposit of \$1700.00** to secure full and faithful performance by the Lessee of its obligations under this lease. (Paid 7/14/2015) These funds shall be kept in a separate trust account. Lessee will not be paid interest on these funds. Within thirty (30) days after termination of Lessee's tenancy, Lessor shall provide Lessee with a statement giving reasonable detail concerning amounts applied by the Lessor from Lessee's security deposit on account of Lessee's default under the Lease. Lessor shall return with such statement the balance of the security deposit. Lessee agrees not to use the security deposit as their last month's rent.

3. Upkeep Lessee agrees to maintain the rental in a clean and orderly manner and shall deliver the unit at the expiration or other termination of this lease in good, clean and orderly condition as it was in at the commencement of the lease.

4. Equipment There is included in this lease all equipment contained in the property, gas range, refrigerator, dishwasher, washer, dryer. Lessee agrees to maintain this equipment and keep it in good and clean order.

5. Alterations Lessee agrees not to make any alterations to the property or building, *including painting*, without advance written consent of the Lessor.

6. Utilities: Lessee shall be responsible to pay for the following utilities on the Premises and establish accounts in their own name: **Electricity (Central Maine Power), Cable (Time Warner), Gas heat and Range (Unitil) and Rental Insurance**. The Lessor shall be responsible for any capital repairs of the property, the building, and utility services unless repairs or replacement are attributable to damage caused by neglect or abuse of the Lessee, in which case the Lessee shall be responsible for repairs or replacements.

7. Use The property may be used only as private residence. Lessee agrees not to do or permit any act or thing be done to the property that is unlawful or creates a nuisance or that interferes with the rights, comforts, or conveniences of the neighbors. No waterbeds or water contained aquariums shall be used without the Lessor's consent. Lessee shall not undertake any activity that would adversely affect any insurance of the property, of the contents of either by virtue of being considered extra-hazardous, or for any other reason. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Bagging trash is per city/town's recycling program guidelines.

8. Assignment and Sublet Lessee agrees not to assign this lease or sublet the property.

9. Pets No pets are to live at the premises

10. Lessor's Repairs 301 Spring Street Association agrees to maintain the exterior of the building in good repair. Lessee agrees to use extreme caution when hazardous situations, including snow and ice, are created by weather conditions. Lessee shall shovel and remove snow from the sidewalks, driveway, stoops, decks and stairs.

11. Lessee's Property Lessee agrees to insure all personal property kept on the property 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 and employees. All such personal property shall in any event be kept 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 property promptly upon the termination of Lessee's tenancy hereunder.

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DS


12. Destruction - Eminent Domain If the property is damaged or destroyed by fire or other casualty or taken by or under threat of eminent domain, during the term hereof as so to be unfit for occupation or use, then the rent stated above, or a fair reasonable portion thereof, according to the nature and extent of the damage, shall be suspended or abated until the property shall have been returned to a rentable condition. Upon such destruction, damage or taking, either party shall have the option to terminate this lease upon thirty (30) days written notice to the other party.

13. Indemnification Lessee agrees that it will indemnify Lessor and hold him harmless from and against any loss, claim, damage, demand, suits, judgment or liabilities that Lessor may incur and 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; excepting however, loss or damage arising from Lessor's negligence. The Lessee further agrees to carry suitable Rental Lessee's insurance policy providing liability coverage for the leased premises.

14. Inspection Subject to Lessee's consent (which shall not be unreasonably withheld), Lessor or Lessor's Representative (Cindy Olsen) shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants, mortgagees, Lessees or workers as Lessor may deem necessary. However, Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent. During the last three months of this Lease, or any extension of this Lease, Lessor shall be allowed to display the usual "FOR RENT" signs and show the Premises to prospective Lessees.

15. Taxes Lessor shall pay all real estate taxes and assessments for the property as well as city Sewer and Water. Lessee shall be responsible for personal property taxes (if any) and insurance on personal property that they may own as well as monthly condominium fees or assessments.

16. Occupants and Guests Lessee shall be the sole Lessee(s) of the property. Guests shall not remain in the property for more than seven (7) consecutive days without the written consent of the Lessor.

17. Rules and Regulations Attached to this Lease as Exhibit A are rules and regulations governing the use of the property and the building by the Lessee, its guests, and invitees as well as other building related forms. Lessor reserves the right to add to, amend and revise these 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, appliances 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. The terms of this lease shall bind the personal representatives, heirs and assigns of the parties. Any notice required or permitted by this lease may be given to either Lessee, and shall have the same effect as given to both.

19. Notices Notice may be given for all purposes hereunder by written notice delivered in hand or mailed, normal US Mail delivery or by certified mail, return receipt requested, to the Lessee at the Apartment and to the Lessor at the address given in the first paragraph hereof, or at such other addresses as a party may designate by written notice to the other. Any notice required or permitted by this Agreement shall be effective on the earlier of (i) the date of such hand delivery and (ii) two days after the date of mailing such notice.

20. Dangerous Materials. Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

21. Governing Law. This Lease shall be construed in accordance with the laws of the State of Maine. The Lessee further agrees to abstain from the use of any open flame items on the premises (with the exception of supervised candles) such as charcoal cookers, auxiliary heaters, etc. It is further understood that the Lessee is not to remove or detach smoke detectors and carbon monoxide detectors. Although they may at times prove irritating, they also have the capability to save the lives of the Lessees and other residents.

IN WITNESS WHEREOF, the parties have signed this lease as of the date first written above.

Lessee _____ Date

DocuSigned by:
Hendri Hunt
Lessor/Owner _____ Date 7/17/2015
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DocuSigned by:
Daniel Kemish
Lessor/Owner _____ Date 7/17/2015
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