

LEASE AGREEMENT

Agreement between **Steven A. Shaw**, (“Landlord”) and _____ (“Tenant”) for lease of apartment No.2 located at 102 Emery Street, Portland, Maine 04102. Tenant agrees to lease this apartment for a term of one (1) year +/- beginning _____ and ending _____ for _____ per month which includes heat, hot water, electricity and gas for the cooking stove. Use of a refrigerator, stove and a clothes washer & dryer is also included in the rent.

Rent is due in advance on the first (1st) day of every calendar month. Failure to pay rent when due is a breach of this lease and is cause for eviction. Rent shall be paid by check or money order only and is to be placed in the rent collection box located on the premises or as otherwise directed by Landlord

The security deposit is \$ _____. It is refundable after Tenant vacates the apartment if the apartment is clean and undamaged beyond normal wear and tear and Tenant is not in default of this lease. Tenant acknowledges that at the time Tenant first occupied the apartment, both it and the appliances were clean. The replacement cost of the City recycle bin will be charged to Tenant if it is not in the apartment when vacated.

TENANT AGREES TO THE FOLLOWING:

1. If Tenant intends to move at the end of the initial lease term or anytime thereafter, Tenant agrees to give Landlord 60 days written notice thereof. Failure to give landlord this written notice is a breach of this lease and will result in forfeiture of Tenant’s security deposit. If Tenant does not move at the end of the initial term then this lease becomes a continuing tenancy at will, during which all terms and conditions of this lease, including the 60 day notice requirement, will remain in effect.
2. Only the person or persons identified above as “Tenant” may live in this apartment. Without Landlord’s written permission no other person may live there. Tenant may not have pets without Landlord’s written permission nor may the dwelling be sublet or used for business purposes.
3. To accept the dwelling “as is”, having already inspected it.
4. Tenant shall comply with City of Portland rules for trash and recycling. Trash shall be kept within the apartment except when removed for disposal which shall be at least once per week.
5. To keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people’s peace and quiet.
6. Not to paint or alter the apartment in any way without Landlord’s written permission.
7. To allow Landlord, after notice to Tenant to inspect the apartment, work on it, or show it to prospective tenants at any and all reasonable times.
8. To use the basement clothes washer and dryer only for personal use and not for friends or guests and to follow all manufacturer’s recommendations with respect to use of these machines. Failure to use the proper type and amount of detergent may cause damage to the washer which will be considered a breach of this lease and will result in forfeiture of all or a part of Tenant’s security deposit.

9. To pay for repairs of all damage to the apartment, building or premises which are beyond normal wear and tear and are caused by Tenant or Tenant's guests.

10. To promptly notify Landlord of any plumbing or toilet problems or leaks.

11. Tenant will save harmless and indemnify the Landlord from and against all loss that may be sustained as a result of any accident, neglect, or damage arising from, or in any way related to the use, misuse, or abuse of the apartment or building by Tenant or their guests.

12. Landlord agrees that he shall insure the building against fire and other hazards for the term hereof, but Landlord shall be under no obligation to insure any property of the Tenant and/or the contents of the apartment. Landlord shall not be responsible for damage or loss of property owned by Tenant, to include motor vehicles, while located on the premises.

13. Tenant will not assign, transfer, sublet or part with the possession of the whole or any part of the premises without first obtaining the written consent of the Landlord. Tenant's failure to comply with this requirement shall constitute a breach of this lease and is grounds for eviction.

14. Tenant agrees that this is a non-smoking building and premises to include front porch, rear steps & yard and the sidewalks adjacent to the building. Any violation of this policy by Tenant or Tenant's guests will be considered a breach of this lease and cause for eviction.

15. Landlord is not obligated to provide off-street parking for this apartment.

16. Violation of any part of this agreement or non-payment of rent when due shall be cause for eviction under applicable Maine law. The prevailing party shall recover reasonable attorney's fees.

Tenant hereby acknowledges that he/she has read this agreement, understands it, agrees to it and has been given a copy.

STEVEN A. SHAW, LANDLORD

Tenant_____

_____Date

_____Date

207- 865- 3354
207-831-6462 (cell)