

## LEASE FOR 142 Neal Street

This lease, dated this 3rd day of June, 2015 is by and among Eric and Sharon Obery (Lessor/Landlord) of Portland, Maine, address, 142 Neal street, Portland Maine 04102 and Katherine Peterson (Lessee/Tenant) with a mailing address of 142 Neal Street, Unit 2, Portland, ME 04102.

The parties agree as follows:

### 1. Lease of Apartment.

Lessor/Landlord hereby rents to Lessee/Tenant, and Lessee/Tenant hereby rents from Lessor/Landlord, the premises known as Apartment 2 142 Neal Street. at the building in Portland, Maine for a term of 12 months, beginning July 1, 2015 and ending June 30, 2016 12:00 noon. If Lessor/Landlord 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 this Lease by (10) days written notice.

### 2. Rent - Security Deposit

A. Lessee/Tenant agrees to pay rent in the amount of \$1195.00 per month, payable on the first day of each month during the term of this lease, without notice, demand or set off. If lessee is seven (7) 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 or rent.

B. Simultaneously with the execution of this Lease, the Lessee/Tenant has deposited with the Lessor/Landlord a security deposit of \$1195.00 to secure full and faithful performance by the Lessee of its obligation under this lease, plus a last month's rent deposit, equal to the current rent amount. Within thirty (30) days after termination of Lessee's/Tenant's tenancy, Lessor/Landlord shall provide Lessee/Tenant with a statement giving reasonable detail concerning amounts applied by Lessor/Landlord from Lessee's/Tenant's security deposit on account of Lessee's/Tenant's default under this Lease. Lessor/Landlord shall return with such statement the balance of the security deposit. Lessee/Tenant agrees not to use the security deposit as its last month's rent. Lessee/Tenant on vacating shall provide Lessor/Landlord with a forwarding address to enable him to provide said statement.

C. Tenant is specifically liable for all rent due and payable during this term; vacating before lease expiration by Tenant will not relieve him/her of this obligation to pay all rent hereunder.

D. Should Tenant vacate the apartment before the lease expiration date set forth in Section 1, or Tenant fails to pay rent or comply with the terms of the lease, Tenant must pay a re-leasing administrative fee of \$250, and if a concession was given off Tenant's first month's rent, the concession will become immediately due and payable. We may deduct this concession from the security deposit and/or last month's rent deposit.

### 3. Upkeep

Lessee/Tenant agrees to maintain the Apartment in a clean and orderly manner, and shall deliver the Apartment at the expiration or other termination of this lease in good, clean order, reasonable wear and tear excepted.

### 4. Equipment

There is included in this lease all equipment contained in the Apartment, including a stove and refrigerator. Lessee/Tenant agrees to maintain the equipment in good and clean order and repair, except for maintenance made necessary by ordinary wear and tear, for which the Lessor/Landlord shall be responsible. Lessee/Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets. If Lessee/Tenant shall fail to make any repair required of them hereunder, Lessor/Landlord shall have the right to make such repair. Lessee/Tenant shall then reimburse to the Lessor/Landlord the cost of such repair, as additional rent upon demand.

### 5. Alterations

Lessee/Tenant agrees not to make any alterations to the Apartment or building, including painting without advanced consent of the Lessor.

## 6. Utilities

Lessor/Landlord agrees to pay all charges for electricity, gas for stove, hot water, water and sewer to the Apartment (except a separate electric charge for lessee's air conditioner, outlined in #26). Lessee/Tenant agrees to pay all charges for heat, phone and cable television. Lessee/Tenant to be responsible for all trash and further agrees to place all trash (in any form) in sealed plastic (blue, city) trash bags and place in the appropriate and marked receptacles provided by the Lessor/Landlord .

## 7. Use

The Apartment may be used only as a private residence. Lessee/Tenants agrees not to do or permit any act or thing be done to the Apartment that is unlawful or creates a nuisance or that interferes with the rights, comforts or convenience of the other occupants of the building. No waterbeds shall be used without lessor's consent. 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 extra hazardous, or for any other reason. Lessee shall not cause or suffer any strip or waste of the Apartment of the building.

## 8. Assignment and Sublet

Lessee/Tenant agrees not to assign this lease or sublet the Apartment without the advance written consent of Lessor/Landlord, which consent Lessor/Landlord agrees not to withhold unreasonably.

## 9. Pets

Lessee/Tenant agrees not to keep pets or animals in the Apartment of the building without written consent of the Lessor/Landlord.

## 10. Lessor's/Landlord's Repairs

Lessor/Landlord agrees to maintain the exterior of the building and common areas in good repair and to maintain the lawns and remove snow from the sidewalks adjoining building from the driveway. Lessee/Tenant agrees to use extreme caution when hazardous situations, including snow and ice, are created by weather conditions.

## 11. Lessee's/Tenant's Property

Lessee/Tenant agrees to insure all personal property kept in the 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/Landlord, it's agents and employees. Lessee/Tenant agrees to remove all personal property belonging to them from the Apartment and the building promptly upon the termination of Lessee's/Tenant's tenancy hereunder.

## 12. Destruction - Eminent Domain

If the Apartment of the building 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 and reasonable portion thereof, according to the nature and extent of the damage, shall be suspended or abated until the Apartment shall have been returned to a tenable condition. Upon such destruction, damage or taking, either party shall have the option to terminate this lease upon thirty (30) days written notice to either party.

## 13. Indemnification

Lessee/Tenant agrees that it will indemnify Lessor/Landlord and hold him harmless from and against any loss, damage, demand, suits, judgment or liabilities that Lessor/Landlord may incur and expenses to which Lessor/landlord may be 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/Tenant, their agents, guests and invitees; excepting however, loss or damage arising from Lessor's/Landlord's negligence. The Lessee/Tenant is encouraged to carry suitable Apartment tenant's insurance policy providing liability coverage for the leased premises.

## 14. Inspection

Lessor/Landlord or his agents may enter to examine the Apartment with a 24 hour notice to make such repairs and perform such maintenance as they deem necessary. Lessor/Landlord may show the Apartment to prospective tenants upon giving 24 hour notice to Lessee/Tenant.

## 15. Taxes

Lessor/Landlord shall pay all real estate taxes and assessments for the Apartment. Lessee/Tenant shall be responsible for personal property taxes, if any, on personal property they may own.

## 16. Termination of Lease

A. **TERMINATION FOR NON PAYMENT OF RENT:** In the event that rent payments are not received by the Lessor/Landlord on or before the seventh (7th) day following the rent due date, the Lessee/Tenant will have breached the obligation to pay rent and the Lessor/Landlord shall give the Lessee/Tenant 7 day Notice to Quit. If Lessee/Tenant does not pay the total rent due together with any accrued late charges within 7 days following the delivery of the aforesaid notice by the Lessor/Landlord to Tenants at the Premises, they shall default the lease. The lease is terminated without further notice by commencing an action for Forcible Entry and Detainer in the Maine District Court.

B. **TERMINATION IN THE EVENT OF NUISANCE:** In the event that the Tenants breach their obligations not to create a nuisance in, on or about the Premises or property which nuisance has not been abated within 7 days of the delivery of notice by the Lessor/Landlord to Tenants at the Premises, they shall default the lease. The lease is terminated without further notice by commencing an action for Forcible Entry and Detainer in the Maine District Court.

C. **TERMINATION IN THE EVENT OF DAMAGE:** In the event that the Tenants breach their obligations not to cause damage to the Premises or property which damage has not been repaired within 7 days of the delivery of notice by the Lessor/Landlord to Tenants at the Premises, they shall default the lease. The lease is terminated without further notice by commencing an action for Forcible Entry and Detainer in the Maine District Court.

D. **OTHER VIOLATIONS OF THE LEASE:** In the event any other term of this lease is violated and the Lessees/Tenants have not cured the violation within seven (7) days after the delivery of notice of the violation by the Lessors/Landlords to Tenants at the Premises, the Tenants shall be in default of the lease, without any further notice, and the lease is terminated by commencing an action for Forcible Entry and Detainer in the Maine District Court.

## 17. Occupants and Guests

Lessee/Tenant 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/Landlord. Lessor/Landlord reserves the right to charge a fee for guest that stays for more than 7 days.

## 18. Rules and Regulations

Attached to this Lease as Exhibit A are rules and regulations governing the use of the Apartment and the building by the Lessee, its guests and invitees. Lessor/Landlord 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 noise, garbage, barbecues, antenna, appliances, and furniture moving, together with rules relating to potential damage to the Apartment or the building, such as rules designed to prevent damage by picture hanging devices. Lessee/Tenant agrees to abide by such rules and agrees that any violation thereof shall be considered a default under this lease.

## 19. Obligations

If there is more than one Lessee/Tenant, 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/Tenant, and shall have the same effect as given to both.

## 20. Additional Rent

All sums paid by Lessee/Tenant to Lessor/Landlord hereunder shall be considered additional rent. If Lessee/Tenant fails to pay such sums, when due, they shall be collectible with the next payment for rent hereafter due.

## 21. Mortgages Subordination

Lessor/Landlord reserves the right to subordinate the lien of this lease to the lien of any mortgage(s) now or hereafter placed on the building in which the Apartment is contained. Lessee/Tenant agrees upon request to execute and deliver to Lessor/Landlord an instrument of subordination satisfactory to Lessor/Landlord.

**22. Holdover**

If Lessee/Tenant remain in possession of the Apartment after the expiration or other termination of this lease, such possession shall be as a month to month tenant. During the term of such tenancy, the terms of this lease shall govern.

**23. Waiver**

The waiver of Lessor/Landlord 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/Landlord shall not be deemed a waiver of any prior breach by Lessee/Tenant of any term of this lease, other than the breach occasioned by the failure to pay such rent.

**24. Notice**

Notice may be given for all purposes hereunder by written notice delivered in hand or as provided in accordance with Title 14 M.R.S.A., to the Lessee/Tenant and to the Lessor/Landlord 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.

**25. 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.

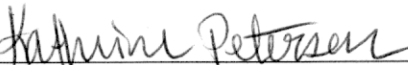
**26. Assundry Provisions**

The Lease agrees that any excess soil as the result of smoke from cigarettes and or other such items, shall be the responsibility of the Lessee. The washing, deodorizing, cleaning or painting of such soiled areas shall be the sole responsibility of the Lessee.

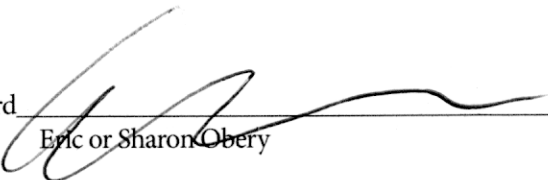
**Smoking.** Tenant agrees not to smoke in their apartment, in the common areas in the building or within 25 feet of the building; this also applies to any guests welcome or not; any violation of this paragraph shall be cause for eviction.

Lessee agrees to **pay \$30 per month, per air-conditioner**, above the rental fee for each month that an air-conditioner is used in lessee's apartment.

The Lessee/Tenant further agrees to **abstain from the use of any open flame items on the premises such as candles, charcoal cookers, auxiliary heaters of any kind (electric or fuel based), etc..** It is further understood that the lessee is not to remove or detach smoke detector. Although they may at times prove irritating, they also have the capability to save lives of the tenants and their loved ones.

Resident   
Katherine Peterson

Date 6/8/15

Landlord   
Eric or Sharon Obery

Date 6/25/15