

**CITY OF PORTLAND HOUSING SAFETY OFFICE**

www.portlandmaine.gov/housingsafety
housingsafety@portlandmaine.gov

Portland City Hall, Room 26
389 Congress Street
Portland Maine 04101
(P) 207-756-8131 (F) 207-756-8150

**NEW/CHANGE OF OWNERSHIP
RENTAL HOUSING REGISTRATION FORM**

Revised
11-11-2016

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Chapter 6, Article VI of the City of Portland Code of Ordinances requires owners and managers to register rental units with the City of Portland Housing Safety Office. A rental unit is any portion of any residential structure that is rented or available to rent for any length of time to an individual(s) who is not the owner(s). Registration is due beginning January 1, 2016 and within thirty (30) days of renting a property. The ANNUAL registration fee of \$35 per individually rented bed, room, and/or dwelling unit less any discounts (listed on the second page) is due at the time of registration and on January 1 of each year. Failure to register may result in a fine.

Complete the **Rental Housing Registration Form** and **Owner's Pre-Inspection Checklist** for **EACH RENTAL PROPERTY** (multiple rental units at the same property with the same owner can share the same form) and return to the City of Portland Housing Safety Office by email, fax, mail, or in person. After the registration information and fee discount documentation has been verified, an invoice for payment will be sent to the party certifying registration entered below. Complete applications may pay at the time of registration.

SECTION 1: PROPERTY INFORMATION

Street Number	Street Name	CBL- Chart, Block, Lot Number (e.g. 001A__A001)
19	Marshall St., Unit# 4	063 I010004

SECTION 2: OWNER INFORMATION

Owner(s) First Name	Owner(s) Last Name	Primary Telephone Numbers (cell) 703-966-1235 (home)
Alvah	Davis	
Mailing Address 21 Marshall St. #1, Portland, ME 04102		Email Address alvah.davis@gmail.com
Owner is a/an: <input checked="" type="radio"/> Individual(s) <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Other, please explain:		

SECTION 3: AUTHORIZED AGENT (if different than owner)

All properties must have an authorized agent for purposes of service. If property owner is a partnership, corporation, LLC or any other form of business entity, the authorized agent must be an individual who resides in the State of Maine.

Registered Agent First Name	Registered Agent Last Name	Telephone Number
Mailing Address		Email Address

SECTION 4: PROPERTY MANAGER (if different than owner)

Property Manager Name	Telephone Number
Mailing Address	Email Address

SECTION 5: EMERGENCY CONTACT FOR PROPERTY (if different than owner)

Emergency Contact Name	Telephone Number

SECTION 6: RENTAL UNIT REGISTRATION

Please describe the rental units by listing unit numbers and/or room numbers of the rental units being registered (e.g. apartment number 1,2,3, 4-11)	Is the property owner occupied? (Yes/No)	Number of rental units registering
Bedroom #1 within 19 Marshall St. #4	Yes	1

To the best of my knowledge, I certify that the information being registered is true and correct.

Name (print only) Alvah Davis	Telephone Number 703-966-1235
Relationship to Property Owner	Date 4/24/2017
	Email Address alvah.davis@gmail.com



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SECTION 7: FEE DISCOUNTS *(The total discount may not exceed \$20.00 per rental unit)*

Discount Requested	Attach Required Verification Documents	Discount	Number of rental units for which a discount is being requested
Fully Sprinklered Building	Testing Report OR Maintenance Report OR Maintenance Contract from Preceding Year	\$10.00/unit	
Off-site Monitored Fire Alarm System	Fire Alarm System Monitoring Annual Contract	\$7.50/unit	1
Subsidized Housing Housing Quality Standard (HQS)	HQS Inspection Report from Preceding Year	\$5.00/unit	
Public Housing Uniform Physical Condition Standard (UPCS)	UPCS Inspection Report from Preceding Year	\$10.00/unit	
No Smoking Lease	Copy of Signed Lease Language OR Smoking Disclosure Form	\$2.50/unit	1

DID YOU COMPLETE:

Rental Housing Registration Form
 Owner's Pre-Inspection Checklist
 Attach all fee discount verification documents if requesting discount

**RETURN FORMS,
 ATTACHMENTS, AND
 PAYMENT:**

By email to: housingsafety@portlandmaine.gov
 By mail to: Housing Safety, Room 26
 City Hall, 389 Congress Street, Portland Maine 04101
 By fax to: (207) 756-8150
 In person at Room 26, City Hall

PAYMENT INFORMATION:

Pay the registration fee:

- in person by cash, check, or credit card;
- by mail by check; or
- online by credit card through MunicIPAY by following the link found at www.portlandmaine.gov/housingsafety

Make checks payable to CITY OF PORTLAND
 BE SURE TO NOTE the CHART, BLOCK, AND LOT (CBL) ON THE CHECK

FOR MORE INFORMATION:

See www.portlandmaine.gov/housingsafety

SECTION 8: TOTAL ANNUAL CHARGES

Total Number of Rental Units Registering	1
Registration Fees (\$35 x Number of Rental Units)	35.00
Total Fee Discounts (not to exceed \$20.00 per rental unit)	10.00
TOTAL ANNUAL RENTAL REGISTRATION FEES	25.00


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**OWNER'S
PRE-INSPECTION CHECKLIST**

Revised
6-22-2016

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This pre-inspection checklist will help prepare you for your initial basic life safety rental housing safety inspection.

Complete this checklist and return it with your Rental Housing Registration Form.

BUILDING INFORMATION

Street Number
19

Street
Marshall St., Unit# 4

CBL- Chart, Block, Lot Number (e.g. 001A __ A001001)
063 I010004

LIFE SAFETY CHECKLIST

		YES	NO	NA	Comments
1.1	Is there a working smoke alarm (detector):				
	a. On each level of the building and dwelling unit and in the vicinity of each bedroom, including the basement?	✓			
	b. In each bedroom?	✓			
1.2	Is there a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit including the basement?	✓			
1.3	Does each dwelling unit have two separate ways out?	✓			
1.4	Are all ways out of the building:				
	a. Free of obstructions?	✓			
	b. In buildings with 3 or more dwelling units, automatically or permanently lighted?	✓			
	c. In buildings with 3 or more dwelling units, have doors that are fire-rated, self-closing, easily opened, and able to be used?	✓			
	d. Discharged to the ground level?	✓			
1.5	Do all exit stairways have handrails that are securely mounted?	✓			
1.6	If there is only one way out of a dwelling unit, does each bedroom have a window that can be easily opened and is large enough for emergency rescue or escape?			✓	

NA – not applicable

CODE REFERENCE (NFPA 101 (2009), City Code of Ordinances Chapter 6 and 10 (June, 2016))

Question	Code Explanation
1.1	There must be a working smoke alarm (detector) on each level of the building and dwelling unit including the basement and in the immediate vicinity of each bedroom or room used for sleeping as well as in each bedroom.
1.2	There must be a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit.
1.3	Each dwelling unit must have access to at least 2 separate ways out of the building that are not located close together unless the unit has an exit door opening to the outside at ground level, an enclosed stair used only by that unit opening to the outside at ground level, or access to an outside stair that serves no more than 2 units.
1.4	The way out of the building cannot be used for storage or trash containers. The way out of a building must be permanently lighted or by lighted by automatic means. Doors leading from a dwelling unit to a stairwell must be self-closing and fire rated. Locks or door hardware must be easy to use when leaving the building. Exits must lead to the ground level, not the basement.
1.5	All stairs must have handrails that are easy to grasp and that are securely mounted at a height between 34" and 38" measured from the leading edge of all treads, vertically to the handrail.
1.6	Each bedroom must have a window that can be opened without using tools or special knowledge. The opening of the window must be at least 20" wide and 24" high and provide an opening of 5.7 square feet. The bottom of the opening must be less than 44" above the floor.

LEASE FOR 21 Marshall Street, #1

This lease, dated this first day of April, 2017, is by and among Alvah Davis (Lessor/Landlord) of 21 Marshall St. #1, Portland, Maine 04102 and Annie Felhofer (Lessee/Tenant) with a mailing address of 21 Marshall Street #1, Portland Maine 04102.

The parties agree as follows:

1. Lease of Dwelling Unit.

Lessor/Landlord hereby rents to Lessee/Tenant, and Lessee/Tenant hereby rents from Lessor/Landlord, a Bedroom on the premises known as 21 Marshall Street #1 at the building West Side Condominium Association, 19-21 Marshall St., Unit 4 in Portland, Maine for a term of 12 months, beginning May 1, 2017 and ending April 30, 2018 12:00 noon.

2. Rent - Security Deposit

- a. Lessee/Tenant agrees to pay rent in the amount of \$750.00 per month, payable by one single check 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 \$750.00 to secure full and faithful performance by the Lessee of its obligation under this lease. 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.

3. Upkeep

Lessee/Tenant agrees to maintain the Bedroom and Common Areas in a clean and orderly manner, and shall deliver the Bedroom 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 Dwelling Unit, including a stove, refrigerator, and dishwasher. 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 Bedroom, Dwelling Unit or building, including painting without advance consent of the Lessor.

6. Utilities

Lessor/Landlord agrees to pay charges for high-speed internet with WiFi access, water and sewer, electricity and any other fees applied to the Dwelling Unit.

Lessee/Tenant agrees to pay 35% of gas utility bills covering the lease period, prorated according to actual occupancy dates.

7. Use

The Bedroom and Common Areas may be used only as a private residence. Lessee/Tenants agrees not to do or permit any act or thing be done to the Bedroom or Common Areas 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 dwelling unit, 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 Dwelling Unit of the building.

8. Assignment and Sublet

Lessee/Tenant agrees not to assign this lease or sublet the Bedroom without the advance written consent of Lessor/Landlord.

9. Pets

Lessee/Tenant agrees not to keep pets or animals in the Dwelling Unit of the building.

10. Lessor's/Landlord's Repairs

Lessor/Landlord agrees to maintain the interior of the Dwelling Unit and common areas in good repair and to 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 Dwelling Unit 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, his agents and employees. Lessee/Tenant agrees to remove all personal property belonging to them from the Dwelling Unit and the building promptly upon the termination of Lessee's/Tenant's tenancy hereunder.

12. Destruction - Eminent Domain

If the Dwelling Unit 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 Dwelling Unit shall have been returned to a tenantable 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 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 Dwelling Unit tenant's insurance policy providing liability coverage for the leased premises.

14. Inspection

Lessor/Landlord's agents may enter to examine the Dwelling Unit with a 24 hour notice to make such repairs and perform such maintenance as they deem necessary. Lessor/Landlord may show the Dwelling Unit 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 Dwelling Unit.

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 of the bedroom within the Dwelling Unit. Lessor/Landlord agrees to accommodate reasonable short-stay guests.

18. 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.

19. 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 Dwelling Unit is contained. Lessee/Tenant agrees upon request to execute and deliver to Lessor/Landlord an instrument of subordination satisfactory to Lessor/Landlord.

20. Holdover

If Lessee/Tenant remains in possession of the Dwelling Unit after the expiration or other termination of this lease, such possession shall be as an annual tenant. During the term of such tenancy, the terms of this lease shall govern.

21. 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.

22. 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.

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. Assundry Provisions

The Lessee 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. **19-21 MARSHALL STREET UNIT 4 IS A NON-SMOKING DWELLING.**

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, etc. It is further understood that the lessee is not to remove or detach smoke detector.

Resident Annie Felhofer
Annie Felhofer

Date 3/30/17

Landlord Alvah Davis
Alvah Davis

Date 4/12/2017

Protection Professionals

325 U.S. Route 1
Falmouth, ME 04105
Ph 207-775-5755
Fax 207-781-2064

INVOICE NO. 22308

MONITORING ACCT#	DATE
4461203	7/1/2016

BILL TO	JOB SITE
West Side Condo Associates Attn: Cecile Aitchison P.O. Box 140 Portland, ME 04112	West Side Condominiums 134 Neal Street / 21 Marshall Street Portland, ME 04102
MONITORING DATES	DUE DATE
Jul 2016 - Jun 2017	7/31/2016

DESCRIPTION	AMOUNT
Annual Fire Alarm System Monitoring Services (\$30/month x 12 months)	360.00

PAYMENT TERMS: Payments are Net 30 Days. Finance Charges at 2% per month (24% Annually) may be applied to invoices over 30 days.

We accept VISA, MASTERCARD and DISCOVER.

Visit Our Website At:
www.protectionprofessionals.net

Subtotal	\$360.00
Sales Tax (5.5%)	\$0.00
Total	\$360.00
Payments/Credits	\$0.00
TOTAL DUE	\$360.00