

**RENTAL AGREEMENT**

**Julie E. Smith  
227 Valley Street #1  
Portland, ME 04102  
207.773.6212**

This rental agreement is made on the 1<sup>st</sup> day of November, 2014, for Apartment #3 at 227 Valley St.  
Portland ME by and between Julie Smith - Landlord who jointly and severally agree to rent the above apartment under  
04102 Tennyson Tappan - tenant  
the following conditions:

**1. Length of Rental Agreement**

- A. Initial rental period **Month to Month**
- B. Beginning date of rental agreement November 8, 2014
- C. Ending date of rental agreement 12:00 noon see sentence below

\* **One month in advance** tenant must notify landlord, in writing on the **1<sup>st</sup> day of the prior month** that the tenant intends to vacate the apartment.

**2. Payments and Charges**

- A. The monthly rental payment for said property shall be \$680.00 due and payable on the first of every month. Rent checks should be made payable to Julie Smith (Landlord) and mailed or hand delivered to 227 Valley Street #1, Portland, ME 04102. Phone - 207.773.6212
- B. Tenant shall pay Landlord upon execution of this rental agreement a security deposit of \$680.00 and first month's rent. Said deposit shall be returned to Tenant in full within 30 days of termination of the tenancy, however Landlord may also use it for repairs or the amount owed. See section 6. If the tenant continues to occupy apartment as a tenant-at-will then landlord will hold security deposit until tenant vacates apartment.  
  
If no last month's rent is paid in advance, the tenant agrees not to use the security deposit as the last month's rent when giving their 30 day written notice.
- C. Tenant is specifically liable for all rent due and payable during this term; early termination by Tenant will not relieve him/her of this obligation to pay all rent hereunder.
- D. In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.
- E. Should Tenant terminate this rental agreement before the rental agreement expiration date, the Tenant must pay Julie Smith a onetime "early" termination fee equal to one month's rent. This fee is a penalty for breaking the rental agreement and will not be applied to any rent or damages due to Julie Smith.
- F. **TERMINATION FOR NONPAYMENT OF RENT:** Rent must be paid by check or money order, cash will not be accepted. If Tenant fails to pay the rent within five (5) days of the due date, as evidenced by post marked on the envelope, this rental agreement shall be deemed to be breached and landlord may terminate this rental agreement upon 7 days notice in writing. If tenant does not pay the full amount of the rent within the 7 day period, the rental agreement shall be terminated and tenant must vacate the premises and return the keys to the Landlord.
- G. Tenant will be charged a late fee of \$20.00 if rental payment is not received by the 10<sup>th</sup> of the month.
- H. Tenant shall pay twenty five dollars (\$25.00) service fee as additional rent for any check returned to the Landlord by Tenant's bank because of insufficient funds.
- I. If rental payment is late more than 3 occasions per year, i.e. rent that is paid after the tenth (10<sup>th</sup>) of the month, on three (3) occasions in one (1) year, this rental agreement shall be deemed to be breached, the term hereof forfeited, and Tenant shall be subject to eviction as well as suit for damages.

3. **Services Provided by the Landlord**

SERVICE	LANDLORD	TENANT
Electricity	_____	<u>  X  </u>
Heating Oil	<u>  N/A  </u>	<u>  N/A  </u>
Natural Gas	_____	<u>  X  </u>
Hot Water	_____	<u>  X  </u>
Snow Removal	<u>  X  </u>	<u>  X  </u>
Sewerage / Water	<u>  X  </u>	_____
Air Conditioning	_____	<u>  X  </u>
Yard Maintenance	<u>  X  </u>	_____
Trash Removal	_____	<u>  X  </u>
Telephone	_____	<u>  X  </u>
Cable Television	_____	<u>  X  </u>
Battery in Smoke Detectors	<u>  X  </u>	_____
Parking	_____	<u>  X  </u>

The use of dishwashers and washing machines are strictly prohibited unless provided by the Landlord.

Please note that if the Landlord provides the electricity, then no major appliances, electric heaters, air conditioners, etc., other than those supplied with the residence shall be allowed.

4. **Occupants**

Only the tenant named on this rental agreement may reside in or regularly use this apartment. Tenant shall not assign this rental agreement or sublet the dwelling unit. Tenant may have guests; however guests shall not remain with the Tenant for more than seven (7) consecutive days or ten (10) days aggregate per month during the rental agreement term without consent of the Landlord. Tenant is responsible for conduct of all household members and guests. Any disturbance or damage by a guest or household member shall be treated by landlord as if performed by Tenant.

5. **Pets**

No pets are permitted in or around the premises without prior express approval by Landlord. Any violation of this provision shall be grounds for eviction upon seven (7) days written notice and shall subject Tenant to a liquidated damage obligation for an amount equal to one month's rent.

Pets that are allowed by the Landlord at the time of the signing of the rental agreement are: *MOSSOAK & Lily*

A non-refundable fee of \$200 will be required for each above pet(s) due at rental agreement signing.

Any damage caused to the dwelling unit, common areas or grounds of the property by the Tenant's pet(s) will be considered a violation of the rental agreement and the rental agreement shall be deemed to be breached, the term hereof forfeited, and the Tenant, without further demand or notice, shall be subject to eviction, as well as suit for damages.

Tenant also agrees not to flush any kitty litter down the toilet and will dispense of it through trash removal.

6. **Return of Security**

The security deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence, and for the actual costs of the unpaid rent or the other charges owed to the Landlord by the Tenant, including storage and / or disposal of unclaimed property left in the residence or on the premises or for any and all other costs or expenses allowable by statute, Title 14 M.R.S.A. & 6031, et seq. Damages exceeding amount of security deposit will be paid by Tenant. The Landlord will return deposit to the Tenant within 30 days of termination of rental agreement if the following conditions are met:

- A. The apartment is in good condition except for (a) normal wear and tear, or (b) damaged caused by someone other than the tenant, the tenant's invitees, guests, or family. Damages will be assessed against the Tenant as listed in the attached move-out cost schedule, which is part of the rental agreement.
- B. The tenant does not owe any rent, utility or other charges agreed to in this rental agreement which the Tenant was required to pay either directly to the Landlord or on behalf of the landlord to a public utility, including but not limited to water/sewer, taxes, electricity, gas, etc.

- C. The Tenant has not caused the Landlord expenses for storage and disposal of unclaimed property.
- D. The Tenant has given the Landlord the required thirty-day notice of intent to vacate.
- E. The Tenant has paid any other charges for which the landlord could be responsible for, including all labor and materials charges.
- F. The apartment is left clean including but not limited to under the range, exhaust fans, under the refrigerator, closets moldboards, walls, and cabinets. Carpeted apartments shall be free of dirt, odor, and carpets are to be cleaned. Inside windows are to be cleaned, refrigerator to be defrosted, cleaned, then turned off and door left open. See move-out schedule attached.

If the Landlord deducts monies from the Tenant's security deposit, the landlord will provide the Tenant an itemized list of these charges within 30 days, along with the balance of security deposit, if applicable. The Landlord has 30 days to return the security deposit.

7. **Extended Stay**

If the Tenant has not moved out of the residence by 12:00 noon on the day the rental agreement ends then this rental agreement and tenancy are terminated. Either party may terminate this continuing periodic month to month rental agreement and tenancy by giving to the other party a written thirty (30) day notice of termination of tenancy. This notice must be given at least thirty (30) days in advance on the 1<sup>st</sup> day of the month prior to vacating apartment and the tenancy may only be terminated on the last day of a calendar month. Note that if a Tenant stays one additional day past the end of the month, that Tenant is responsible for one additional month's rent at the rate of 150% of the monthly rent.

8. **Notice of Intent to Vacate**

The Tenant must give the Landlord a thirty-day written notice of his/her intent to vacate the apartment. **This notice must be given on the 1<sup>st</sup> day of the month prior to leaving, and the tenancy may only be ended on the last day of a calendar month.** This notice is mandatory for the return of the security deposit to the Tenant. If this notice terminates the rental agreement and tenancy before the end of the term of the rental agreement, the Tenant shall pay a one time "early" termination fee equal to one month's rent in accordance with Section 2(E) of this rental agreement. If the apartment is vacated without the proper thirty days written notice to the Landlord, Tenant is still responsible for one additional month's rent.

9. **Tenant Residential Responsibilities**

- A. The Tenant agrees that the unit will be used as a residence.
- B. The Tenant agrees not to damage the residence, the building, the grounds, common areas, or the property of the Landlord. Damage caused by a pet, such as urine saturation, destruction of woodwork, as well as unpleasant odor as determined by Landlord and / or tenants are considered cause for eviction upon seven (7) days notice.
- C. The Tenant agrees not to interfere with the rights of other tenants to live in peace and quiet, as determined by the Landlord. The Tenant agrees to adhere to the Quiet Hours of 9 pm – 8 am, 7 days a week. Odors, including pet urine or feces smell, which interfere with the quiet enjoyment of the building by other tenants is cause for eviction upon (7) seven days written notice.
- D. **The Tenant and their guests agree not to smoke in the apartment or on any part of the property.**
- E. The Tenant agrees that damages caused by tenant, tenant's family, guests, or invitees, shall be repaired at the tenant's expense. Failure to perform or pay for these repairs, after notice from the Landlord shall be deemed a violation of this rental agreement and subject to eviction upon seven (7) days written notice.
- F. The Tenant agrees not to store, hang, or leave any personal articles in the common areas of the building. The common areas include hallways, basement, entryways, and any part of the building used by other apartments and tenants.
- G. The Tenant agrees not to alter, add to, or improve the residence without the written permission of the Landlord. This includes painting of the unit.
- H. The Tenants agrees that he/she is responsible for the conduct of all family, guests, and invitees, welcomed or not. The conduct of these persons shall not interfere with the rights of other tenants to live in peace and quiet nor shall the conduct be a dangerous manner that would put any other person on the premises in jeopardy. All conduct of family, guests, and invitees be deemed to be conduct by the Tenant for purposes of this rental agreement and any violation of this paragraph shall be cause for eviction upon seven (7) days written notice to Tenant.

- I. Tenant agrees to follow the City of Portland's trash and recycling ordinance, which obligates the Tenant to dispose of any and all trash from the premises in blue City of Portland trash bags. In conjunction with requirements that all trash be contained in an authorized City of Portland blue trash bag, the City provides pickup for recyclable trash. Landlord shall furnish apartment with a 17 gallon recycling bin issued by the City of Portland. The recycling bin is the property of the Landlord and shall remain with the apartment when Tenant vacates the apartment. Tenant must follow the City of Portland's recycling guidelines. If the Tenant violates the City of Portland trash/recycling ordinance resulting in the Landlord being cited and /or fined by the City of Portland, the landlord will assess a fine of \$250 and any amounts assessed by the City of Portland to the Tenant's account and, if not paid by the Tenant within five (5) days, the Landlord shall have the right to terminate the rental agreement with seven (7) days notice to the Tenant. Trash pick up is Thursday morning except holidays. Have trash and recycling out by 6 am.

10. **Landlord Entry into the Apartment**

The Landlord and/or its agent may enter and inspect the apartment after 24 hours written, verbal, or telephonic notice to Tenant, provided, however, that Landlord or its agent shall have the right to enter the premises in an emergency without notice to tenant. A message on a telephone answering machine shall be deemed sufficient notice to Tenant of the landlord's intentions. The tenant may not unreasonably withhold consent to the landlord to enter the dwelling unit.

If Tenant interferes with landlord's ability to rent the dwelling unit or if Tenant does not provide proper notice of their intent to vacate, and therefore that unit is not rented for the month after the Tenant vacates the unit, the Tenant will be responsible for one month's rent or until the property is re-rented, whichever ever is the latest to occur.

11. **Abandoned Property**

Upon termination of the rental agreement, all remaining belongings shall become the property of the Landlord at the time, shall be disposed of by the Landlord at the Tenant's expense, as provided by law. Upon discovering obvious signs that the tenant is no longer occupying the apartment, the Landlord may remove the former Tenant's belongings, and store them at the Tenant's expense, for a time period of 14 days, after that time the Landlord may dispose of the belongings.

12. **Conflict with State Law**

If any provision of this rental agreement conflicts with the laws of the State of Maine, then such laws will take precedence.

If any one provision in this rental agreement is deemed or ruled invalid by State court, then the rest of the rental agreement will survive separate and individually, and shall be binding on both parties less the invalid provisions.

Any violation of the provisions of this rental agreement by the Tenant shall be deemed to be a breach of the rental agreement, and remaining term shall be forfeited upon seven (7) days written notice to Tenant and Tenant shall be subject to eviction, as well as suit for damages.

13. **Maintenance**

Maintenance repairs or malfunctions must be reported immediately to the Landlord, Julie Smith.

Lock out service is not available; please have a plan should you become locked out. It is advisable to have a spare key.

14. **Indemnification/Renter's Insurance**

Tenant agrees to indemnify and hold harmless the Landlord from any loss or damage. Tenant understands that the Landlord is neither responsible nor liable for damage or loss to persons or property. All personal property of the Tenant is kept on the premises at risk to Tenant. Tenant shall insure to value against fire, extended coverage risk or replacement costs all personal property under Renters or Contents insurance with all costs for such coverage borne by Tenants. In any event, Landlord shall not be liable for property of the Tenant whether lost, stolen, or damaged.

15. **In addition to other rights to terminate this Rental Agreement, the Landlord shall also have the right to terminate this Rental Agreement as follows:**

- A. Eviction for Failure to Pay Rent. If Tenant is ten (10) days or more late in paying the rent, the landlord may send a notice that states that the rental agreement will end in seven (7) days unless Tenant pays all overdue rent or late charges before that 7-day period ends. If Tenant fails to pay the rent the rental agreement term automatically terminates and Tenant will leave the residence and return the keys to the Landlord.
- B. Eviction for Damage, Nuisance, Illegal Acts. If the Tenant, the Tenant's family or an invitee of the Tenant has caused substantial damage to the demised premises which the Tenant has not repaired nor caused to be repaired, 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 involved or permitted a violation of the law regarding the tenancy/rental agreement, the rental agreement may be terminated by the Landlord with a seven (7) day notice in writing to the Tenant.

- C. **Eviction for Dangerous Acts.** If the Tenant's actions pose an immediate threat to the health or safety of other residents of the Landlord or Landlord's employees, or to the physical structure of the residence, then the rental agreement can be immediately terminated without prior warning.
  - D. **Change of Locks.** Tenant shall not change the locks to the premises. If Tenant changes the locks and does not provide the Landlord with a duplicate key, in case of emergency, the Landlord may gain admission through whatever reasonable means necessary and charge the Tenant reasonable costs for any resulting damage. If a Tenant changes the locks and refuses to provide the Landlord with a duplicate key; the Landlord may terminate the rental agreement and tenancy with a seven (7) day notice.
  - E. **Notice of Termination.** The Landlord must notify the Tenant in writing when the rental agreement is terminated. This notice must be served on the Tenant by sending a prepaid, first class properly addressed envelope to the tenant at the residence or by delivering a copy of the notice to the residence (by leaving a copy attached to the door or slipped under the door or other reasonable means) or to a person of suitable age and residing within the residence or to the Tenant. Any notice sent by mail is effective two (2) days after it is mailed.
16. **Attorney's Fees.** The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement in accordance with 14 M.R.S.A. & 6030(3).
17. **Pest Infestation.** It shall be cause for the Landlord to terminate the Tenant's rental agreement if the Tenant causes or allows to be caused with the infestation of pests and/or insects of the tenant's unit or common areas of the premises or other tenant's units. The Tenant shall be liable for the full amount of the costs incurred by the Landlord in rectifying and ridding the premises of such infestation. Such costs will be billed to the Tenant and if the tenant does not pay the costs within ten (10) days of the receipt of said statement, the Landlord shall have the option of treating said payment as rent and shall be able to terminate the tenant's rental agreement for non-payment of rent as otherwise provided in this rental agreement.

This Rental Agreement is effective on the date listed on page 1 of the Rental Agreement, when executed by the Tenant and Landlord. In signing this Rental Agreement the tenant agrees that he/she has read a provision and enters into this agreement of his/her free will.

 \_\_\_\_\_ 10/25/14 \_\_\_\_\_  
 Tenant Date Landlord Date

**CAR INFORMATION:**

Make: Honda Model: Element  
 Color: Green  
 License #: \_\_\_\_\_ State: Me

**RENTAL AGREEMENT**

**Julie E. Smith  
227 Valley Street #1  
Portland, ME 04102  
207.773.6212**

This rental agreement is made on the 1<sup>st</sup> day of July, 2015, for Apartment #2 at 227 Valley St.  
Portland, ME, by and between Sarah Stowell who jointly and severally agree to rent the above apartment under  
Julie Smith  
the following conditions:

**1. Length of Rental Agreement**

- A. Initial rental period **Month to Month**
- B. Beginning date of rental agreement July 1, 2015
- C. Ending date of rental agreement 12:00 noon see sentence below (last day of the month)

**One month in advance** tenant must notify landlord, **in writing on the 1<sup>st</sup> day of the prior month** that the tenant intends to vacate the apartment.

**2. Payments and Charges**

- A. The monthly rental payment for said property shall be \$725.00 due and payable on the first of every month. Rent checks should be made payable to Julie Smith (Landlord) and mailed or hand delivered to 227 Valley Street #1, Portland, ME 04102. Phone – 207.773.6212
- B. Tenant shall pay Landlord upon execution of this rental agreement a security deposit of \$725.00 and first month's rent. Said deposit shall be returned to Tenant in full within 30 days of termination of the tenancy, however Landlord may also use it for repairs or the amount owed. See section 6. If the tenant continues to occupy apartment as a tenant-at-will then landlord will hold security deposit until tenant vacates apartment.  
  
If no last month's rent is paid in advance, the tenant agrees not to use the security deposit as the last month's rent when giving their 30 day written notice.
- C. Tenant is specifically liable for all rent due and payable during this term; early termination by Tenant will not relieve him/her of this obligation to pay all rent hereunder.
- D. In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.
- E. Should Tenant terminate this rental agreement before the rental agreement expiration date, the Tenant must pay Julie Smith a onetime "early" termination fee equal to one month's rent. This fee is a penalty for breaking the rental agreement and will not be applied to any rent or damages due to Julie Smith.
- F. **TERMINATION FOR NONPAYMENT OF RENT:** Rent must be paid by check or money order, cash will not be accepted. If Tenant fails to pay the rent within five (5) days of the due date, as evidenced by post marked on the envelope, this rental agreement shall be deemed to be breached and landlord may terminate this rental agreement upon 7 days notice in writing. If tenant does not pay the full amount of the rent within the 7 day period, the rental agreement shall be terminated and tenant must vacate the premises and return the keys to the Landlord.
- G. Tenant will be charged a late fee of \$20.00 if rental payment is not received by the 10<sup>th</sup> of the month.
- H. Tenant shall pay twenty five dollars (\$25.00) service fee as additional rent for any check returned to the Landlord by Tenant's bank because of insufficient funds.
- I. If rental payment is late more than 3 occasions per year, i.e. rent that is paid after the tenth (10<sup>th</sup>) of the month, on three (3) occasions in one (1) year, this rental agreement shall be deemed to be breached, the term hereof forfeited, and Tenant shall be subject to eviction as well as suit for damages.

3. **Services Provided by the Landlord**

SERVICE	LANDLORD	TENANT
Electricity	_____	_____X_____
Heating Oil	_____N/A_____	_____N/A_____
Natural Gas	_____	_____X_____
Hot Water	_____	_____X_____
Snow Removal	_____X_____	_____X_____
Sewerage / Water	_____X_____	_____
Air Conditioning	_____	_____X_____
Yard Maintenance	_____X_____	_____
Trash Removal	_____	_____X_____
Telephone	_____	_____X_____
Cable Television	_____	_____X_____
Battery in Smoke Detectors	_____X_____	_____
Parking	_____	_____X_____

The use of dishwashers and washing machines are strictly prohibited unless provided by the Landlord.

Please note that if the Landlord provides the electricity, then no major appliances, electric heaters, air conditioners, etc., other than those supplied with the residence shall be allowed.

4. **Occupants**

Only the tenant named on this rental agreement may reside in or regularly use this apartment. Tenant shall not assign this rental agreement or sublet the dwelling unit. Tenant may have guests; however guests shall not remain with the Tenant for more than seven (7) consecutive days or ten (10) days aggregate per month during the rental agreement term without consent of the Landlord. Tenant is responsible for conduct of all household members and guests. Any disturbance or damage by a guest or household member shall be treated by landlord as if performed by Tenant.

5. **Pets**

No pets are permitted in or around the premises without prior express approval by Landlord. Any violation of this provision shall be grounds for eviction upon seven (7) days written notice and shall subject Tenant to a liquidated damage obligation for an amount equal to one month's rent.

Pets that are allowed by the Landlord at the time of the signing of the rental agreement are:

N/A

A non-refundable fee of \$200 will be required for each above pet(s) due at rental agreement signing.

Any damage caused to the dwelling unit, common areas or grounds of the property by the Tenant's pet(s) will be considered a violation of the rental agreement and the rental agreement shall be deemed to be breached, the term hereof forfeited, and the Tenant, without further demand or notice, shall be subject to eviction, as well as suit for damages.

Tenant also agrees not to flush any kitty litter down the toilet and will dispense of it through trash removal.

6. **Return of Security**

The security deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence, and for the actual costs of the unpaid rent or the other charges owed to the Landlord by the Tenant, including storage and / or disposal of unclaimed property left in the residence or on the premises or for any and all other costs or expenses allowable by statute, Title 14 M.R.S.A. & 6031, et seq. Damages exceeding amount of security deposit will be paid by Tenant. The Landlord will return deposit to the Tenant within 30 days of termination of rental agreement if the following conditions are met:

- A. The apartment is in good condition except for (a) normal wear and tear, or (b) damaged caused by someone other than the tenant, the tenant's invitees, guests, or family. Damages will be assessed against the Tenant as listed in the attached move-out cost schedule, which is part of the rental agreement.
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- C. The Tenant has not caused the Landlord expenses for storage and disposal of unclaimed property.
- D. The Tenant has given the Landlord the required thirty-day notice of intent to vacate.
- E. The Tenant has paid any other charges for which the landlord could be responsible for, including all labor and materials charges.
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If the Landlord deducts monies from the Tenant's security deposit, the landlord will provide the Tenant an itemized list of these charges within 30 days, along with the balance of security deposit, if applicable. The Landlord has 30 days to return the security deposit.

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- A. The Tenant agrees that the unit will be used as a residence.
- B. The Tenant agrees not to damage the residence, the building, the grounds, common areas, or the property of the Landlord. Damage caused by a pet, such as urine saturation, destruction of woodwork, as well as unpleasant odor as determined by Landlord and / or tenants are considered cause for eviction upon seven (7) days notice.
- C. The Tenant agrees not to interfere with the rights of other tenants to live in peace and quiet, as determined by the Landlord. The Tenant agrees to adhere to the Quiet Hours of 9 pm – 8 am, 7 days a week. Odors, including pet urine or feces smell, which interfere with the quiet enjoyment of the building by other tenants is cause for eviction upon (7) seven days written notice.
- D. **The Tenant and their guests agree not to smoke in the apartment or on any part of the property.**
- E. The Tenant agrees that damages caused by tenant, tenant's family, guests, or invitees, shall be repaired at the tenant's expense. Failure to perform or pay for these repairs, after notice from the Landlord shall be deemed a violation of this rental agreement and subject to eviction upon seven (7) days written notice.
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- G. The Tenant agrees not to alter, add to, or improve the residence without the written permission of the Landlord. This includes painting of the unit.
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- I. Tenant agrees to follow the City of Portland's trash and recycling ordinance, which obligates the Tenant to dispose of any and all trash from the premises in blue City of Portland trash bags. In conjunction with requirements that all trash be contained in an authorized City of Portland blue trash bag, the City provides pickup for recyclable trash. Landlord shall furnish apartment with a 17 gallon recycling bin issued by the City of Portland. The recycling bin is the property of the Landlord and shall remain with the apartment when Tenant vacates the apartment. Tenant must follow the City of Portland's recycling guidelines. If the Tenant violates the City of Portland trash/recycling ordinance resulting in the Landlord being cited and /or fined by the City of Portland, the landlord will assess a fine of \$250 and any amounts assessed by the City of Portland to the Tenant's account and, if not paid by the Tenant within five (5) days, the Landlord shall have the right to terminate the rental agreement with seven (7) days notice to the Tenant. Trash pick up is Thursday morning except holidays. Have trash and recycling out by 6 am.

10. **Landlord Entry into the Apartment**

The Landlord and/or its agent may enter and inspect the apartment after 24 hours written, verbal, or telephonic notice to Tenant, provided, however, that Landlord or its agent shall have the right to enter the premises in an emergency without notice to tenant. A message on a telephone answering machine shall be deemed sufficient notice to Tenant of the landlord's intentions. The tenant may not unreasonably withhold consent to the landlord to enter the dwelling unit.

If Tenant interferes with landlord's ability to rent the dwelling unit or if Tenant does not provide proper notice of their intent to vacate, and therefore that unit is not rented for the month after the Tenant vacates the unit, the Tenant will be responsible for one month's rent or until the property is re-rented, whichever is the latest to occur.

11. **Abandoned Property**

Upon termination of the rental agreement, all remaining belongings shall become the property of the Landlord at the time, shall be disposed of by the Landlord at the Tenant's expense, as provided by law. Upon discovering obvious signs that the tenant is no longer occupying the apartment, the Landlord may remove the former Tenant's belongings, and store them at the Tenant's expense, for a time period of 14 days, after that time the Landlord may dispose of the belongings.

12. **Conflict with State Law**

If any provision of this rental agreement conflicts with the laws of the State of Maine, then such laws will take precedence.

If any one provision in this rental agreement is deemed or ruled invalid by State court, then the rest of the rental agreement will survive separate and individually, and shall be binding on both parties less the invalid provisions.

Any violation of the provisions of this rental agreement by the Tenant shall be deemed to be a breach of the rental agreement, and remaining term shall be forfeited upon seven (7) days written notice to Tenant and Tenant shall be subject to eviction, as well as suit for damages.

13. **Maintenance**

Maintenance repairs or malfunctions must be reported immediately to the Landlord, Julie Smith.

Lock out service is not available; please have a plan should you become locked out. It is advisable to have a spare key.

14. **Indemnification/Renter's Insurance**

Tenant agrees to indemnify and hold harmless the Landlord from any loss or damage. Tenant understands that the Landlord is neither responsible nor liable for damage or loss to persons or property. All personal property of the Tenant is kept on the premises at risk to Tenant. Tenant shall insure to value against fire, extended coverage risk or replacement costs all personal property under Renters or Contents insurance with all costs for such coverage borne by Tenants. In any event, Landlord shall not be liable for property of the Tenant whether lost, stolen, or damaged.

15. **In addition to other rights to terminate this Rental Agreement, the Landlord shall also have the right to terminate this Rental Agreement as follows:**

- A. Eviction for Failure to Pay Rent. If Tenant is ten (10) days or more late in paying the rent, the landlord may send a notice that states that the rental agreement will end in seven (7) days unless Tenant pays all overdue rent or late charges before that 7-day period ends. If Tenant fails to pay the rent the rental agreement term automatically terminates and Tenant will leave the residence and return the keys to the Landlord.
- B. Eviction for Damage, Nuisance, Illegal Acts. If the Tenant, the Tenant's family or an invitee of the Tenant has caused substantial damage to the demised premises which the Tenant has not repaired nor caused to be repaired, 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 involved or permitted a violation of the law regarding the tenancy/rental agreement, the rental agreement may be terminated by the Landlord with a seven (7) day notice in writing to the Tenant.

- C. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate threat to the health or safety of other residents of the Landlord or Landlord's employees, or to the physical structure of the residence, then the rental agreement can be immediately terminated without prior warning.
  - D. Change of Locks. Tenant shall not change the locks to the premises. If Tenant changes the locks and does not provide the Landlord with a duplicate key, in case of emergency, the Landlord may gain admission through whatever reasonable means necessary and charge the Tenant reasonable costs for any resulting damage. If a Tenant changes the locks and refuses to provide the Landlord with a duplicate key; the Landlord may terminate the rental agreement and tenancy with a seven (7) day notice.
  - E. Notice of Termination. The Landlord must notify the Tenant in writing when the rental agreement is terminated. This notice must be served on the Tenant by sending a prepaid, first class properly addressed envelope to the tenant at the residence or by delivering a copy of the notice to the residence (by leaving a copy attached to the door or slipped under the door or other reasonable means) or to a person of suitable age and residing within the residence or to the Tenant. Any notice sent by mail is effective two (2) days after it is mailed.
16. **Attorney's Fees.** The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement in accordance with 14 M.R.S.A. & 6030(3).
17. **Pest Infestation.** It shall be cause for the Landlord to terminate the Tenant's rental agreement if the Tenant causes or allows to be caused with the infestation of pests and/or insects of the tenant's unit or common areas of the premises or other tenant's units. The Tenant shall be liable for the full amount of the costs incurred by the Landlord in rectifying and ridding the premises of such infestation. Such costs will be billed to the Tenant and if the tenant does not pay the costs within ten (10) days of the receipt of said statement, the Landlord shall have the option of treating said payment as rent and shall be able to terminate the tenant's rental agreement for non-payment of rent as otherwise provided in this rental agreement.

This Rental Agreement is effective on the date listed on page 1 of the Rental Agreement, when executed by the Tenant and Landlord. In signing this Rental Agreement the tenant agrees that he/she has read a provision and enters into this agreement of his/her free will.

<u><i>[Signature]</i></u> Tenant	<u>6/15/15</u> Date	<u><i>[Signature]</i></u> Landlord	<u>6/15/15</u> Date
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**CAR INFORMATION:**

Make: <u>Subaru</u>	Model: <u>Outback</u>
Color: <u>Black</u>	State: <u>ME</u>
License #: <u>6071M</u>	