

## RESIDENTIAL LEASE AGREEMENT

**1. IDENTIFICATION OF LANDLORD AND TENANT.** This Agreement is entered into between Francis Robbins, hereinafter referred to as "Landlord," and Emma Gelsing and Mary Leopold, hereinafter referred to as "Tenant," this 1st day of July, 2015. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

**2. PREMISES.** Subject to the terms and conditions in this Agreement, Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord, in its present condition, and for residential purposes only, the premises located at 73-75 Granite Street, Apartment #1 ("the premises"), together with kitchen appliances. Rental of the premises also includes one parking place

**3. TERM OF THE TENANCY.** The term of the rental will begin on August 1<sup>st</sup>, 2015 and end on July 31, 2016.

**4. PAYMENT OF RENT.** Tenant agrees to pay rent in the amount of \$1120 per month, each payment due on the 3d day of each month, and is delinquent on the next day. The rent will be paid to Francis Robbins at: 11 Deering Street, Portland, Maine 04101, or at any other location specified by Landlord in writing to Tenant.

**5. RENT PRORATION.** If the term commences on a day other than the first day of a calendar month, Tenant will pay to Landlord a prorated monthly rent of \$35.00/day for such month. This amount will be paid on or before the date Tenant moves in.

**6. LATE CHARGE.** In the event that any rental payment, or portion thereof, required to be paid by Tenant is not made within two days of when due, Tenant will pay to Landlord, in addition to such rental payment, a "late fee" of \$36 plus \$5 per day thereafter. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**7. RETURNED CHECK AND OTHER BANK CHARGES.** If any check given by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for insufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$30.

**8. SECURITY DEPOSIT.** On mutual signing of this Agreement, Landlord will retain the existing security deposit of \$1605. This security deposit will be held as security for the repair of any damages to the residence by Tenant. This deposit will be returned to Tenant within three days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, minus any amounts needed to repair the residence. Landlord will give Tenant an itemized written statement of the reasons for any of the security deposit retained by Landlord.

**9. UTILITIES.** Tenant will pay for electricity. The landlord will pay for water, hot water, heat, and sewer use. Tenant shall hold Landlord harmless from all cost or expenses resulting from Tenant's failure to pay any utility bills.

**10. OCCUPANTS.** Regular occupants of the premises will be restricted to those parties who have signed this Agreement. The stay of any other person will not exceed one month without written authorization of Landlord or Landlord's agent. Tenant will pay additional rent for the period of stay of any authorized occupant at the rate of \$50 per month and acceptance of such payment by Landlord will not waive any requirement of this Agreement.

**11. ASSIGNMENT AND SUBLETTING.** Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord. The consent by Landlord to one such subletting will not be deemed to be a consent to any subsequent subletting.

**12. CONDITION OF PREMISES.** Tenant has examined the premises, including appliances, fixtures, carpets, blinds and paint, and has found them to be in good, safe and clean condition and repair.

**13. TENANT'S MAINTENANCE RESPONSIBILITIES.** Tenant agrees to maintain the residence in a clean and sanitary manner and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for normal wear and tear and any additions or alterations authorized by Landlord. Tenant also agrees to immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware, and to reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or invitees through misuse, accident or neglect.

**14. REPAIRS AND ALTERATIONS BY TENANT.**

a) Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations in or about the premises, including, but not limited to, painting, wallpapering, installing antenna or satellite dishes, placing signs, displays or other exhibits, or using screws, fastening devices, large nails or adhesive materials.

b) Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**15. SMOKE DETECTOR.** The premises are equipped with one smoke detector. Tenant acknowledges that the smoke detector has been tested and its operation explained by Landlord to Tenant, and that the smoke detector is working properly; Tenant agrees to inspect and test the smoke detector monthly or as needed; to replace the battery as needed; to notify Landlord promptly in writing of any smoke detector defects or malfunctions; and not to remove, dismantle or otherwise render the smoke detector inoperable.

**16. PETS.** Tenant will keep no domestic or other animals on the premises, even temporarily, except properly trained dogs needed by blind, deaf or disabled persons.

**17. LIQUID FURNITURE.** No liquid furniture of any kind, including, but not limited to waterbeds, is allowed on the premises without the prior written consent of Landlord.

**18. HAZARDOUS MATERIALS.** Tenant will not keep on the premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**19. LANDLORD'S RIGHT TO ACCESS.** Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property, to make repairs or improvements or to show property to a prospective Tenant or buyer. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord will give Tenant twelve hours notice before entering.

**20. ABANDONMENT.** If at any time during the term of this Agreement, Tenant abandons the premises or any part thereof, Landlord will have the following rights: Landlord may, at Landlord's option, enter the premises by any means without liability to Tenant for damages and may re-let the premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting. Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of re-letting the premises. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the premises if Tenant removes substantially all of Tenant's furnishings from the premises, if the premises are unoccupied without notice to Landlord for a period of time which could be construed as abandonment under state or local law or ordinance, or if it would otherwise be reasonable for Landlord to presume under the circumstances that Tenant has abandoned the premises.

**21. EXTENDED ABSENCES BY TENANT.** Tenant agrees to notify Landlord in advance if Tenant will be away from the premises for more than twenty one consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

**22. POSSESSION OF THE PREMISES.**

a) If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b) If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including but not limited to partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**23. RULES AND REGULATIONS.** Tenant agrees to comply with all rules and regulations of Landlord which are at any time posted on the premises and/or delivered to Tenant. Tenant will not, and will ensure that Tenant's guests and invitees will not: disturb, annoy, endanger, or interfere with other tenants of the building or neighbors; use

the premises for any unlawful purposes, including, but not limited to using, manufacturing, selling, storing or transporting illicit drugs or other contraband; violate any law or ordinance; commit waste (severe property damage); or be a nuisance on or about the premises.

**24. DISCLOSURES.** Tenant acknowledges that Landlord has made the following disclosures regarding the premises: NONE

**25. INSURANCE.** Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor will Landlord be responsible for any loss of Tenant's property, whether by theft, fire, riots, acts of God, or otherwise. Tenant is advised to purchase Tenant's own insurance (Renter's Insurance) to cover any such losses.

**26. GROUNDS FOR TERMINATION OF TENANCY.** The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**27. AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord will accept service of process and receive other notices and demands, which may be delivered to the following address:

Francis Robbins, 11 Deering Street, Portland, Maine 04101. Tel# 207 329 8686

**28. PAYMENT OF COURT COSTS AND ATTORNEY FEES IN A LAWSUIT.** In any action or legal proceeding to enforce any part of this Agreement, each party shall be responsible for their own attorney fees and court costs.

**29. ADDITIONAL PROVISIONS.** (A.) As landlord is providing heat with the lease, landlord reserves the right to control the thermostat within a reasonable range. (B.) This is a no smoking building. As such the landlord reserves the right to terminate the lease and/or use the deposit for remediation if smoking occurs in the unit. (C.) Ashley Tomaswick has moved into the unit and will be replacing Mary Leopold until the end of August. Mary will return September 1<sup>st</sup> so rent will increase by \$50 until the end of December when Ashley leaves. (D.) The unit has elected to lease the 6<sup>th</sup> parking place for \$50/month until further notice.

**30. VALIDITY OF EACH PART.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

**31. GOVERNING LAW.** It is agreed that this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Maine.

**32. ENTIRE AGREEMENT.** This document and any Attachments constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement is hereby superseded. Any modification to this Agreement must be in writing signed by Landlord and Tenant.

\_\_\_\_\_  
Landlord / Agent's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

Emma Gelsinger  
Tenant 1's signature

6/29/15  
Date

Emma Gelsinger  
Printed name:

\_\_\_\_\_  
Witness signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name

Mary Leopold  
Tenant 2's signature

7/2/15  
Date

Mary Leopold  
Printed name

\_\_\_\_\_  
Witness signature:

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name: