

LEASE

This lease, dated the 19th of April, 2017 is by and among Malek Mediouni, (hereinafter referred to as "Landlord") address [REDACTED], Cumberland, ME 04021 and [REDACTED] mailing address 55 Pitt St. #5, Portland, Maine 04103.

The parties agree as follows:

1. Lease of Apartment

Landlord hereby rents to Tenants, and Tenants hereby rents from Landlord, the premises known as Apartment at the building located at 55 Pitt St. #5, Portland, Maine 04103 for a term of 12 months and beginning June 1, 2017, and ending May 31, 2018 at 12:00pm. If 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 base until delivery, or either party may terminate this Lease by ten (10) days written notice.

If the tenant wishes to terminate this lease prior to the end of the lease term, the tenant must give sixty(60) days written notice to be effective on the last day of the second month. Early termination by the Tenant will not relieve him/her of their obligation to pay all rent hereunder, subject to the Landlord's duty to mitigate. This Agreement shall automatically terminate on the first day of any month following the death of the Tenant. If more than one Tenant, this provision shall only apply upon the death of the last surviving Tenant.

2. Rent

Tenant agrees to pay rent in the amount of [REDACTED] per month, payable in advance on the first day of each month during the term of this lease, without notice, demand or set off.

For purposes of determining the timely payment of rent, the postmark on tenant's properly addressed envelope will be binding on the parties.

Notwithstanding the foregoing provision and without waiving any rights there under, the Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever the rent is fifteen (15) days or more overdue.

Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments accepted by the Landlord shall be applied to the rent arrearage (or any other monetary obligation under the lease) which first became due and no partial payment shall be applied to the current month's rent until all outstanding arrearages have been paid in full despite any endorsement, stipulation, or other statement on any check or money order. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. The Landlord's

acceptance of a partial payment will not forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or money order.

The Tenant will pay a Forty Dollar (\$40.00) service fee as additional rent for any check returned to the Landlord by the Tenant's bank for insufficient funds and/or any other reason.

3. Security Deposit

The Tenant has deposited [REDACTED] with the Landlord as a Security Deposit. The Landlord will hold this security deposit, in an account for the period the Tenant occupies the house. After the Tenant has moved from the house, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) After the Tenant has moved from the house, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b) The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of :
 1. unpaid rent
 2. damages which are not due to normal wear and tear
 3. charges for late payment of rent and returned checks as described in paragraph six, and
 4. any other charges due and owing by the Tenant to the Landlord
- c) The Landlord agrees to refund the amount computed in the above paragraph within thirty (30) days after the Tenant has permanently moved out of the apartment and returned possession of the apartment to the Landlord. The Landlord will also give the Tenant a written list of charges, if any, that were subtracted from the security deposit.
- d) If the apartment is rented by more than one (1) person, the Tenants agree that they will work out the details of dividing any refund amount among themselves. The Landlord may pay the refund to any person identified as a Tenant in the lease agreement.
- e) The Tenant agrees that it is his responsibility, prior to vacating the premises, to clean the entire unit including the range, exhaust fan, refrigerator, closets, walls, cabinets and floors, if applicable. All carpets will be free of dirt and odor and must be cleaned prior to vacating. Refrigerators are to be defrosted, turned off and the door left open. There will be no scores, stains, or unsightly holes in any wall. No indentations or scratches in wood, tile, or resilient flooring, doors or trim and no damage to carpeting will be accepted by the Landlord. All burned out light bulbs will be replaced. Smoke alarms will be in place and undamaged, with working batteries. All debris and rubbish will be removed from the premises. All personal property will be removed.

- f) Normal wear and tear will not include the cost of repainting or redecorating of the unit or the cost of replacement of carpet or other floor covering unless the time between the last repainting/redecorating or carpet/floor replacement and the current one exceeds a reasonable period. In the case of repainting, a reasonable period will be four (4) years. In the case of carpet or floor covering replacement, a reasonable period will be ten (10) years.
- g) If the Landlord is required to repaint the unit or replace the carpets/flooring prior to the expiration of the reasonable time periods set forth in the subparagraph (f), the Tenant will be responsible for the prorated share of the cost of repainting or replacement.
- h) All costs of labor and materials, for cleaning or repairs, and any other expenses incurred pursuant to this section, will be charged at the rate of \$30.00 per hour. The Tenant will be charged at the lease rate for anytime that the apartment is not rentable due to damage caused to the premises by the Tenant or his guests or invitees.

4. Upkeep

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.

Both Tenant and Landlord are required to comply strictly with the Maine Bedbug Law (Title 14 M.R.S.A. §6021-A). Tenant agrees to promptly notify landlord if he knows of, or suspects, an infestation of bedbugs in the dwelling unit. Upon the tenant receiving notice of a need for access to the premises for bedbug issues, he must fully cooperate with the Landlord and any pest control agent hired by him. The tenant is required to comply with all reasonable measures to eliminate or control bedbug infestation. Failure of the tenant to fulfill his obligations hereunder is a breach of this lease and is grounds for termination of his tenancy.

When a Tenant notices that they may have any insect infestation problem, it is his responsibility to immediately report the situation to the Landlord. The Landlord will schedule an inspection and/or extermination and provide the Tenant with a list of tasks to be completed pre and post treatment. These instructions are to be followed exactly as they are written by the pest company providing the service. If the Tenant has circumstances wherein he is unable to follow all instructions as prescribed, it is the Tenant's responsibility to notify the Landlord at least 24 hours prior to the scheduled treatment. Additionally, any instructions regarding animals shall be followed exactly. In the case where the Tenant is required to take the animal to a veterinarian for treatment, the Tenant must take the animal to the veterinarian within 72 hours previous or prior to the extermination time and provide the Landlord with documentation from the veterinarian that the treatment has been completed. If a Tenant fails to strictly follow the instructions provided by the pest company providing the service, and re-infestation occurs within the next two months, the Tenant will be charged the full amount of the extermination to their apartment and any common areas affected by their negligence.

The Tenant shall provide appropriate climate control, keep the unit clean and take other measures to hinder and prevent mold and mildew from accumulating in the dwelling. Tenant agrees to clean and

dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant shall not block or cover any heating or air condition ducts in the unit. Tenant shall immediately report to the Landlord; (1) any evidence of a water leak or excessive moisture in the dwelling, as well as any storage room or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a household cleaner and wiping the area; (3) any failure or malfunction in the heating or air conditioning systems or laundry system within the building; and (4) any inoperable windows or doors. Tenant shall also be responsible for damage to the premises and Tenant's property as well as injuries to the Tenant, visitors, guests, employees or any other Tenants resulting from Tenant's failure to comply with the terms of this rule.

5. Equipment

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

6. Alterations

Tenant agrees not to make any alterations to the Apartment or building, including painting without advance written consent of the Landlord.

7. UTILITIES AND MAINTENANCE:

The Tenant in addition to paying rent shall pay and be responsible for the following utilities and services:

	Landlord	Tenant	Description
Electricity		X	
Heating Oil	X		
Natural Gas			
Sewerage	X		
Hot Water		X	
Cold Water	X		
Telephone		X	

Cable Television		X	
Air Conditioning		X	
Trash Removal	X		
Yard Maintenance	X		
Snow Removal	X		

Tenant's failure to pay any such utility charge when due shall constitute a default hereunder.

To the extent to which heat and/or hot water is to be provided by Landlord, Tenant shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant non-compliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon seven (7) days notice to the Tenant.

8. Use

The Apartment may be used only as a private residence. Tenant agrees not to do or permit any act or thing be done to the Apartment or Condominium that is unlawful or creates a nuisance or that interferes with the rights, comforts or conveniences of the other occupants of the building. No waterbeds shall be used without Landlord consent. Tenant shall not undertake any activity that would adversely affect any insurance of the building, the House, or the contents of either by virtue of being considered extra-hazardous, or for any other reason. Tenant shall not cause or suffer any strip or waste of the Apartment or the building.

9. Assignment, Subletting and Occupancy:

Tenant shall not assign this lease, or any interest under it, or sublet the premises or any part thereof during the term of this Lease. Tenant covenants and agrees that only the following persons will occupy the premises:



10. Animals

No animals of any kind are permitted in or around the premises without the written permission of the Landlord. If permission is granted, an Animal Addendum will be signed by both parties and attached to and made a part of this Lease Agreement.

11. Landlord's Repairs

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

12. Landlord's Property

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 Landlord, its agents and employees. Tenant agrees to remove all personal property belonging to them from the Apartment and the building promptly upon the termination of Tenant's tenancy hereunder.

13. 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 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 the other party.

14. Indemnification

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

15. Inspection/Entry

The Tenant agrees that the Landlord or his agent may enter and inspect the leased premises after 24 hours written, verbal or telephonic notice to the Tenant. However, the Landlord or his agent shall have the right to enter the apartment in an emergency without notice to the Tenant. The Landlord may also enter upon the premises if same appears to be abandoned by Tenant or otherwise permitted by law.

16. Keys

If the Tenant changes the lock and does not provide the landlord with a duplicate key, in the 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 lock and refuses to

provide the Landlord with a duplicate Key, the Landlord may terminate the tenancy with a seven (7) day Notice of Termination of Lease.

17. Taxes

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

18. Termination of Lease

Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the lease and the Tenant will be given a seven (7) day Notice of Termination of Lease. If the Tenant fails to vacate prior to the expiration of the Notice of Termination of Lease, the remaining term will be forfeited and Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages. Any false or misleading information provided by the Tenant in an application for tenancy will be considered a breach of this agreement and the Landlord will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Landlord as liquidated damages. During the course of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the premises. By incorporating this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that possession of the premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.

If a test of a residential building under this section reveals a level of radon of 4.0 picocuries per liter of air or above, then either the landlord or the tenant may terminate the lease or tenancy at will with a minimum of 30 days' notice. Except as provided in section 6033, a landlord may not retain a security deposit or portion of a security deposit for a lease or tenancy at will terminated as a result of a radon test in accordance with this subsection.

Notice of Termination or any other notice required under this Lease must be served on the Tenant by sending a prepaid first class properly addressed letter 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 discretion residing, within the residence or to the Tenant. Any notice sent by mail is effective two (2) days after it is mailed.

19. 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 Tenant, its guests and invitees. 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. Tenant agrees to abide by such rules and agrees that any violation thereof shall be considered a default under this lease.

20. Obligations

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

21. Additional Rent

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

22. Mortgages Subordination

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. Tenant agrees upon request to execute and deliver to Landlord an instrument of subordination satisfactory to Landlord.

23. Holdover/Lease Renewal

If Tenant remains in possession of the Apartment after the expiration or other termination of this lease, such possession shall be as a month to month periodic leasehold with tenant, with the terms of this lease remaining in full force and effect except that either party may terminate this month to month periodic leasehold by providing a minimum of thirty (30) days written notice to the other party to expire on the last day of any monthly term.

Subject to approval by Landlord, the Tenant must give Landlord sixty (60) days' written notice of Tenant's intent to renew the lease. If Landlord approves of said renewal of the lease, a new lease will be negotiated by the Landlord and Tenant. Landlord has the absolute discretion to renew the Lease. If Tenant determines not to exercise Tenant's right to give notice of intention to renew the Lease, Tenant must give Landlord sixty (60) days' written notice of Tenant's intent to vacate the premises. If no notice is given of intent to renew the Lease according to this paragraph, this Lease shall terminate in accordance with paragraph 16 above.

24. Waiver

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

25. Condominium

If the Apartment consists of a unit in a Condominium established in accordance with the laws of the State of Maine, the provision of this paragraph shall apply. In addition to the Apartment, Tenant shall also have the right during the term of this lease to use (i) the limited common elements of the Condominium that are appurtenant to the unit rented by the Tenant and (ii) the common elements of the Condominium that are not limited common elements. Landlord agrees to pay all Condominium fees and assessments due to the Condominium Association during the terms of this lease. This lease is subject and subordinate to the declaration, plot and plans of the Condominium, and to the articles of incorporation, by-laws, and rules and regulations of the Condominium Association. Tenant agrees to comply with all the requirements of the declaration, articles, by-laws, and rules and regulations.

26. Notice

Notices, other than notices of termination, may be given for all purposes hereunder by written notice delivered in hand or mailed by certified mail, return receipt requested, to the Tenant at the Apartment and to the 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. Any notice required or permitted by this Agreement shall be effective on the earlier of (i) the date of such hand delivery or (ii) two days after the date of mailing such notice.

27. 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.

28. Assundry Provisions

NO SMOKING OR CANDLES IN THE UNIT!!!

29. Smoke/Carbon Detectors

Lessee acknowledges that Lessee has had an opportunity to inspect smoke/carbon detectors with Lessor or Lessor's agent(s) at the commencement of this Lease Agreement. Tenant acknowledges that all smoke/carbon detectors within the premise were in operating order at the commencement of the Lease term. Tenant also agrees to and shall immediately report to Landlord or Landlord's agent(s) any and all malfunctions and/or the need for repairs, replacement of batteries or other repairs to any and all of the smoke/carbon detectors on the premises.

30. SMOKING POLICY: THIS BUILDING AND PREMISES ARE SMOKE FREE!!! SMOKING SHALL NOT BE ALLOWED IN OR ON THE PROPERTY! This smoking policy is enacted for the health and safety of all tenants. For further information visit the smokefree website at www.smokefreeforme.org.

31. Other Provisions



- a) 2 car parking.
- b) \$40.00 fee on all checks returned.
- c) No direct TV/or satellite dishes allowed on properties.
- d) Tenant is fully responsible for damages if any done to carpeting/hardwood floors.

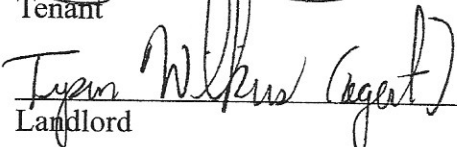
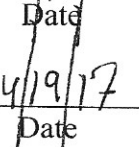
- e) Smoke damage to the unit from burning candles, cigarettes/or other such items will be automatically deducted as shown:
- f) 1 cat.



- o Apartment with up to 500 square Ft. = \$500.00
- o Apartment with 501 to 700 square Ft. = \$700.00
- o Apartment with 701 to 1000 square Ft. = \$1000.00
- o Apartment with 1001 square Ft. or more = \$1500.00

32. ATTACHMENTS TO THIS AGREEMENT

By signing this Lease Agreement, Tenant certifies receipt of this document and a copy of the applicable attachments, and understands that these attachments are incorporated herein and made a part of this Lease Agreement.

Tenant  Date 

Landlord  Date 

Tenant  Date 

ATTACHMENTS (if applicable)

- ☒ Animal Addendum
- ☒ Acknowledgement of Federal Disclosure re: Lead-Based Paint
- ☒ Energy Efficiency Disclosure
- ☒ Rules and Regulations
- ☒ Protect Your Family From Lead in Your Home Pamphlet
- ☒ Radon Gas Disclosure
- ☒ Smoking Policy
- ☐ Unit Inspection Report

REGULATIONS REGARDING RETURN OF YOUR SECURITY DEPOSIT

1. Under *no* circumstances can the amount be applied to the last month rent.
2. The deposit shall be refunded within thirty (30) days of the tenant fully vacating the unit.
3. It is the tenant's responsibility to inform the Landlord when they have fully vacated the unit. Failure to do so will lead to a delay in determining the date on which the tenant fully vacated and will cause the 30 day time period to not start until the Landlord can confirm that the tenant has vacated.
4. The deposit cannot be refunded in full unless there is no damage to the unit other than the normal wear and tear as well as all litter and rubbish has been removed.
5. The deposit cannot be refunded in full unless the **bathroom** has been thoroughly cleaned, including the tub/shower, lavatory, commode/water closet, floor and mirror.
6. The deposit cannot be refunded in full unless the **refrigerator** has been cleaned and defrosted, with the electricity turned off and the door of the refrigerator left open. Tenant agrees not to plug microwaves into same outlet as refrigerator. MM CC
7. Appliances, the inside of the **windows, the walls, mirrors, floors, mini-blinds** and the **baseboards must be cleaned thoroughly.**
8. The deposit cannot be refunded in full unless the carpeting has been **PROFESSIONALLY** cleaned and vacuumed and has not been damaged by stains, burns, or grease spots. Please bring a copy of your receipt otherwise we will have carpets cleaned and deduct the charge from your security.
9. The deposit cannot be refunded in full if there are large holes in the walls, large scratches, glue on the walls from picture hangers, contact paper, etc.
10. The deposit cannot be refunded in full if the storage space has not been cleaned out of all materials.
11. The deposit cannot be refunded in full unless there are no late charges and all rent due has been paid in full.
12. The deposit cannot be refunded in full unless all the **correct** unit keys have been returned.
13. The deposit will be sent to your last known address.
14. The deposit cannot be refunded in full unless the resident Landlord has signed the inspection report.
15. The deposit cannot be refunded in full unless the stovetop, oven, grill pan and racks have all been cleaned.
16. There will be a \$50.00 charge for any lost keys.
17. If tenant and/or guest smoke in apartment and causes smoke damage to walls, ceilings and woodwork tenant shall be responsible for all cost to clean and repaint the apartment, tenant understands this is beyond normal wear and tear. MM CC
18. **In all apartments with hardwood floors lessee agrees to cover all hardwood floors with a minimum of 75% area rugs. If hardwood floors are damaged tenant will be responsible for cost and repairs.**
19. **Tenant shall be responsible for damages done to hallways from moving in and out of building.**
20. The deposit cannot be refunded in full unless the blue recycling bin is left with the apartment. There will be a \$50.00 charge for a lost blue bin.

I fully understand that if I have not complied with the provisions as stated in this agreement, charge(s) for cleaning, damage or repair will be deducted from my security deposit and I will receive an account summary of all the charges if only a portion of the refund is made

Resident [REDACTED] Date 4/19/17

Landlord _____ Date _____

EXHIBIT A
RULES AND REGULATIONS

This lease is subject to the following rules and regulations, which will be enforced by the Landlord.

1. Tenant must furnish and change their own light bulbs. Upon occupancy, the Tenant will find that all light fixtures are in operation and should be left in the same condition upon departure.
2. The Lessee shall maintain the leased premises in a clean condition and shall not sweep, throw or dispose of any dirt, waste, rubbish, or other substance into any part of the building or the land adjacent thereto except in proper receptacles and in accordance with the rules of the Landlord.
3. There is a charge of \$20.00 (twenty dollars and no cents) for lockouts at any time after office hours.
4. Large nails or large screws shall not be driven into the walls or woodwork. Additional locks shall not be put on doors without permission of the Landlord.
5. Neither the Tenant nor his family, friends, relatives or invitees shall make any excessive noises or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants in the building, or interferes with the Landlord's management of the premises. They shall not otherwise make offensive use of the leased premises, not commit or permit any nuisance to exist, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of other occupants in the same or surrounding buildings of the landlord. The building is for the use as a private residence only, and no articles shall be hung or shaken from the windows, doors, porches, or placed upon the exterior windowsills or deck rails.

Tenant and anyone visiting or occupying the premises with his/her permission, shall not engage in, or participate in, any conduct that is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other Tenants living at the premises. No Tenant, occupant or guest shall threaten, intimidate, harass others, act in a retaliatory manner toward others, be physically violent (with or without injury to another person and/or property), or engage in unacceptable social conduct.

No one may engage in any act of intimidation, retaliation, harassment, verbal abuse, and physical threat of violence or social misconduct of or to the Landlord, any employee, vendor or contractor of the premises by a person is prohibited. Furthermore, the Tenant and anyone visiting or occupying the premises with his/her permission shall not engage in any act that creates a disturbance, discomfort, or problem that interferes with an employee's, vendor's or contractor's ability to do their job.

The Tenant agrees that the Landlord has the right to bar from the premises any visitor or guest, who, in the opinion of the Landlord is causing a nuisance or any other problem, or who is not in compliance with the terms and conditions of this Lease or of state or local law. The Tenant is

prohibited from allowing any individual who has been barred by the Landlord to enter the premises.

6. Tenant shall deliver all apartment keys to Landlord upon vacating the premises. Failure to comply will cause to charge the tenant pro-rated daily rate of monthly rent until the keys are returned.
7. No receptacles, vehicles, baby carriages or other articles or obstruction shall be placed in the halls or other common areas.
8. Absolutely no car repairs are to be performed on leased premises.
9. Tenant shall remove car according to snow sheet instructions. Any inoperative vehicle may be removed from the lot at any time at the owner's expense.
10. Tenant shall not keep in the apartment washing machines, dryers, dishwashers, external antennas, waterbeds or wall fastenings so as to damage walls. Tenant shall not use tape, nails or spikes in or on walls and woodwork. **Picture hooks may be used.**
11. Halls, stairways, landings, basements and porches will be kept free of all personal belongings and trash. Any articles found in above areas will be discarded without liability to Landlord. No warning notices will be given. Removal of improperly placed trash or articles will be billed to the Tenant.
12. Disturbance- Tenants shall not permit any disturbance or nuisance on the premises at any time, and particularly between the hours of 10:00pm and 8:00am. Tenant shall not permit playing of any radio, television, phonograph or musical instrument so as to disturb others. Please place speakers up off the floor.
13. **ABSOLUTELY NO PETS** are permitted on the premises either on a temporary visiting basis or on a permanent basis. Should you wish management to consider the housing of a pet on the premises, there is a lease furnished by the management. The lease would require your security deposit and signature. It is further understood that should any form of infestation (fleas, etc.) occur in your apartment, you will assume full responsibility for the professional extermination of this infestation. The Pet Lease may be obtained upon request from the management and is always subject to management's approval. Should you receive approval for a pet on the premises, you will first be required to sign a Pet Lease as well as initial this paragraph.
14. An assessment of \$5.00 (five dollars and no cents) per day will be made to every Tenant who does not close their combination windows at the start of the heating season or who opens them during the heating season.

15. It is further understood that the cleaning of carpets will only be done by professionals. Your carpets have been either professionally cleaned or newly installed prior to your taking occupancy. As for painting or refurbishing the walls, woodwork, floors, etc. (beyond normal wear and tear) this will also be required to be done professionally and a receipt presented to the Landlord should it be requested.
16. Should you cause discoloration and noxious odors in the unit as a result of smoke damage you will be held responsible for all additional, painting, carpet cleaning and/or fumigating resulting from this usage.
17. You have been supplied with a blue recycling bin to do all of your recycling with. This bin is to stay with the apartment if you lose this bin an assessment of \$50.00 (fifty dollars) will be deducted from your security deposit.
18. If you have checked off that you are a non-smoker on the application, and then become a smoker, your rent will automatically increase by \$75.00 per month. This fee will help aid in the high cost of repairing the damage that is caused.

NOTICE OF ACCOUNTABILITY

Please read this carefully

Name of all residents



Date 4/19//2017

Street address and Unit number

55 Pitt St. #5

Portland, ME 04103

City, State, Zip Code

RE: Lease Dated 4/19/2017

between Malek Mediouni

Dear Resident(s):

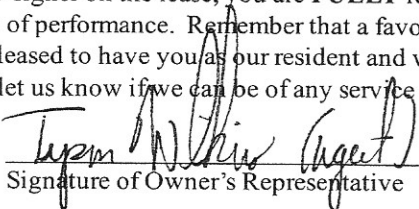
As our resident, you have been registered with a nationwide consumer-reporting agency. That agency is Tenant Tracker, Inc. The function of the agency is to track and maintain records on residents, including information on your credit history and your past conduct and performance as a resident. This information is then reported to future property managers, lenders, creditors, and employers as they request it.

The management of this property is our business. We will treat you in a professional, business-like manner, and we expect to be treated the same in return. It is our policy to hold all of our residents accountable for their actions – whether favorable or unfavorable. Your reputation as a resident and as a creditworthy individual is on the line. The reputation you establish here will be with you for many years to come.

Every business person and property manager who reviews your record in the future will be aware of the favorable record you establish with us. That record should prove helpful to you. If, on the other hand, you give us cause to report unfavorable information about you to the consumer reporting agency, it will eventually be reported to employers, banks, home mortgage companies, insurance companies and other creditors with whom you wish to do business and who request a report. An adverse rental history report can make it very difficult for you in the future to:

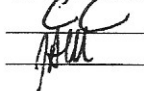
- get the job you want,
- rent an apartment of your choice,
- get a car loan, student loan
- buy life insurance or medical insurance for you or your family, or
- obtain any credit cards.

You should also note that if you are a co-signer on the lease, you are **FULLY** responsible for performance of the entire lease, regardless of any other co-signer's lack of performance. Remember that a favorable record is a vital key to your future. Your record is now up to you. We are very pleased to have you as our resident and we want to make living in our community as enjoyable as possible. Please let us know if we can be of any service at any time.


 Signature of Owner's Representative

Received by: (initials)

Of all residents below: optional)



4/19/17

Date notice was (check appropriate):

☒ hand delivered to resident,
☐ posted on inside of residents main entry,
☐ sent certified mail.
☐ emailed
☐ faxed

Signature of Witness (optional)

This agreement entered into on this date 4/19/17 between the Landlord, Malek Mediouni and Tenants, [REDACTED] in consideration of the mutual promises agreed to as follows:

Lessee is renting from the landlord the rental unit located at 55 Pitt St. #5, Portland, Maine 04103.

This lease provides that without the owner's prior written consent, no pets shall be allowed in or about said premises.

The Lessee requests to keep the animals described as follows: 1 cat. Service animal? Yes No

This agreement is a part of the Lease Agreement entered into between Lessor and Lessee. In the event of default on the part of the Lessee of any of the terms listed below, the Tenant agrees to correct the default within twenty-four hours (24) or vacate the premises. The Lessor may revoke permission to house the animal for breach of the terms of this animal addendum by giving the Lessee seven (7) days notice.

DOMESTIC ANIMALS (These rules are applicable solely to domestic animals)

1. Only the following animals shall be permitted: Male cats that have been neutered, female cats, and fish.
2. The pet(s) must not a nuisance to other residents in the building.
3. Pets must be on a leash or otherwise confined when outside the tenants' unit.
4. If the pet is a cat, the Lessee must provide and maintain an appropriate litterbox and the litterbox remnants will be double bagged for disposal.
5. If the pet is a fish, the tank cannot contain over _____ gallons of water. The tank will be located in a safe place in the apartment to avoid risk of water damage.
6. No pets will be fed on unprotected flooring or carpeting.
7. The Lessee will be responsible for removal of any infestations (fleas, etc) with in unit.

DOMESTIC ANIMALS and SERVICE ANIMALS (These rules are applicable to both domestic animals and service animals)

1. Tenant shall reimburse Management for any damages to the interior or exterior of the unit and/or premises, and to indemnify and hold the Management/Owner harmless from any claim, suit, or liability for injuries or damages caused by such animal.
2. All animals shall be house trained.
3. Tenant must provide written documentation from a veterinarian that the animal is in good health and has received all required immunizations, including rabies.
4. Tenant shall keep and maintain the animal in accordance with all local and municipal regulations.
5. Tenant shall be solely responsible for the care and cleanliness of the animal on the premises. When outside the unit, animals must be leashed or in a proper animal carrier and may not be left unattended. Tenant is responsible for cleaning up all litter/waste in a timely manner and depositing it in rubbish containers immediately.
6. Tenant acknowledges that Management is not responsible for any illness or injury to the animal.

7. The Tenant shall not allow said animal to substantially interfere with the reasonable enjoyment of others, nor shall it pose a direct threat to the health or safety of others. If another Tenant or staff member considers the animal to be substantially interfering with the reasonable enjoyment of others or posing a direct threat to the health or safety of others, then they may file a complaint with Management or law enforcement officers. The complaint will then be discussed with the animal owner and may lead to Management's revoking approval for housing the animal, should allegations prove true.
8. Animal owners must provide evidence of liability insurance.
9. Tenant agrees that, with written notice, this Addendum may be amended as needed. Tenant agrees to sign the Animal Addendum as an acknowledgment of Management policy. In signing this Animal Addendum, Tenant agrees to exempt Management and Owner of liability from any illness or injury caused by animals living on the premises.
10. \$250.00 pet deposit.

Agreed to this date by: _____

Lessee

4/19/17
Date

Tenant Housing Rights

Tenant/Landlord Rights and Responsibilities

The relationships between tenants and landlords in Portland are governed, in part, by the City of Portland Code of Ordinances and the State of Maine statutes, and cover a wide variety of topics. There are various resources for additional information, including the State of Maine's publication "Consumer Rights When You Rent an Apartment," Pine Tree Legal's "The Rights of Tenants in Maine," and others. It is recommended that concerned individuals obtain professional legal advice, as necessary.

Tenants at Will

When a tenant rents a dwelling unit without a written lease OR a tenant continues to live in a dwelling unit after the term of a lease has expired, that tenant is a "tenant at will". For tenants at will, landlords must typically provide at least 30 days written notice to tenants that they must move out. The notice cannot, however, require a tenant to move out until after the last date for which rent has been paid. For example, if a tenant has paid rent to the landlord through the end of September, then a landlord's notice cannot end before September 30th. Landlords do not have to provide a reason for asking the tenant to leave.

A landlord may evict a tenant at will with a minimum 7-day written notice if the tenant: (1) has caused serious damage to the apartment and has not repaired the damage; (2) has been a nuisance to other tenants or neighbors; (3) has made the unit unlivable or unfit to live in; (4) has changed the door locks and refused to give the landlord a key; and (5) is 7 days or more behind in rent. Tenants at will must also provide landlords with at least 30 days written notice if the tenant chooses to move. A landlord and tenant may agree, in writing, upon a shorter notice period.

In the City of Portland, landlords are required to give tenants a 75 day written notice of any rent increase.

If the building the tenant lives in has been sold, the new landlord must give either a 30-day written notice or 7-day written notice of eviction, as described above, unless the old landlord already gave the tenant written notice. If a tenant is a victim of domestic violence, sexual assault, or stalking, then the tenant must give the landlord a 7-day written notice before he or she intends to move out.

If you are a tenant at will, then your landlord must return your security deposit within 21 days after you moved out and returned the keys, or send you a letter explaining why they are not returning some or all of the deposit.

Tenants have the right to contest the landlord's decision in court and it is recommended that tenants seek legal advice prior to making any decision to pursue legal proceedings.

Required Forms & Informational Material

Landlords must provide the following informational material and forms to tenants:

- ☒ Energy Efficiency Disclosure
<http://www.maine.gov/mpuc/online/forms/RentalEffDisclosureForm-Master.pdf>
- ☒ Lead Paint Pamphlet - "Protect Your Family From Lead in Your Home"
<https://www.epa.gov/lead/protect-your-family-lead-your-home>
- ☒ Lead Paint Disclosure
<http://www.maine.gov/dep/waste/lead/documents/lease.pdf>
- ☒ Smoking Policy Disclosure (To be drafted by the landlord)
- ☒ Radon in Rental Housing Pamphlet
<http://www.maine.gov/dhhs/mecdc/environmental-health/rad/radon/documents/2013%20tipsheet%2011.pdf>
- ☒ Radon Disclosure
<https://www1.maine.gov/dhhs/mecdc/environmental-health/rad/radon/documents/Maine%20radon%20gas%20disclosure-final.pdf>

By signing below, landlords and tenants acknowledge that they have read and understand the information contained within this document and landlords have provided tenants with copies of the informational material and forms noted above.

Landlord Tyler Wilkins (agent)

Date 4/19/17

Tenant [REDACTED]

Date 4/19/17

Tenant [REDACTED]

Date 4/19/17

Tenant _____

Date _____

~~S~~ SMOKE-FREE POLICY DISCLOSURE FORM ~~A~~

The Maine Smoking Policy Awareness Law (Public Law 2011, chapter 199) requires that landlords disclose the "...policy regarding smoking on the premises..."

"Smoking" includes the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, marijuana, or illegal substance.

Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all tenants and their guests.

Disclosure:

The smoke-free policy for: (address) 55 P.H St. #5 Portland, ME
has been reviewed with the tenant, in compliance with Maine Public Law 2011, Chapter 199.

Landlord/Owner's Representative Printed Name: Tyson Wilkins (agent)
Signature: Tyson Wilkins (agent) Date: 4/19/17

Tenant Acknowledgement:

I have read, understand and agree to comply with the above smoke-free policy. If I fail to abide by this policy, I agree to move within 30 days.

Tenant Printed Name: [REDACTED]
Tenant Signature: [REDACTED] Date: 4/19/17

Malek Mediouni
74 Woody Creek Lane
Cumberland, ME 04021
Telephone: 603-236-6897


ADDENDUM TO LEASE – CARBON MONOXIDE DETECTORS

This Addendum is made as part of your Lease with Malek Mediouni as an attachment effective immediately and in accordance with PL 162 LD 550 with regard to the requirement of carbon monoxide detectors in all apartments.

Tenant shall keep the carbon monoxide detectors in working condition by keeping charged batteries in place and refrain from disabling them and insure that the circuit breakers remain in the "on" position. Tenant agrees to check the operation of the carbon monoxide detectors at least every six months and notify Management immediately in writing if Tenant believes that the carbon monoxide detectors are not functioning properly so that Management can repair or replace the carbon monoxide detector.

Failure to maintain the carbon monoxide detectors or to promptly notify Landlord of required repairs will constitute a default under the Lease subject to Eviction for Dangerous Acts.

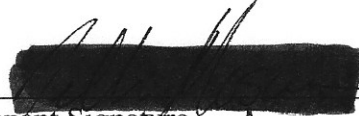
All the apartment carbon monoxide detectors were tested and found to be in working order by both the tenant and Property Manager at time of move in.



Tenant Signature

4/19/17

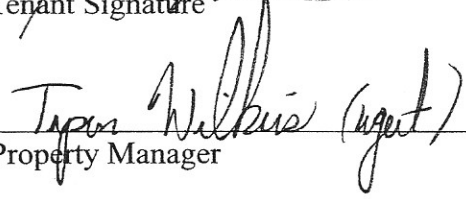
Date



Tenant Signature

4/19/17

Date



Property Manager

4/19/17

Date



Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

Information About Your Building

Residential Rental Unit Number Or Other Identifier: # 5

Street Address (including Rental complex name if applicable): 55 R.H. St.

A radon test in the unit identified above or in other parts of your building was completed on 05 / 04 / 2017
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 0.3 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester ☒ /the landlord ☐ /a Tenant ☐
If tested by a Maine-registered radon tester, their Maine Radon ID number is R001798

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, *Radon in Rental Housing-A Serious Hidden Danger to Family Health*, is attached.

ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

Tyson Wilkins (agent) 4/19/17
Landlord or Agent (printed) Date

[Redacted] 4/19/17
Tenant (printed) Date

[Redacted] 4/19/17
Tenant (printed) Date

Tyson Wilkins (agent) 4/19/17
Landlord or Agent (signed) Date

[Redacted] 4/19/17
Tenant (signed) Date

[Redacted] 4/19/17
Tenant (signed) Date

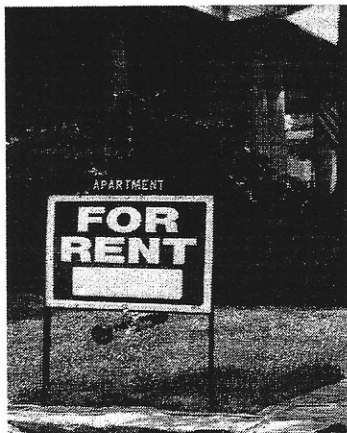
Radon in Rental Housing

A Serious Hidden Danger to Family Health

Radon Tipsheet #11



November 2013



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Protect your family. Learn. Test. Treat if needed.

- Check this website: www.MaineRadiationControl.org
- For advice: 1-800-232-0842 • radon.dhhs@maine.gov • TTY: Call Maine Relay 711



Maine Center for Disease
Control and Prevention
An Office of the
Department of Health and Human Services

Paul R. LePage, Governor

Mary G. Mayhew, Commissioner

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 55 P.H. St #5

This rental unit ☐ meets/ ☐ does not meet/ ☒ partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. The **bold** items below are suggested minimum guidelines.

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) 84 % ☐ unknown Test date: 10/16
Exposed pipes or ducts in unheated crawl space insulated? ☐ yes ☒ no
Heating fuels: ☒ oil ☐ natural gas ☐ propane ☐ kerosene ☐ wood ☐ electric ☐ other

Water Heat

Accessible domestic hot water pipes insulated? ☐ yes ☒ no
Fuels: ☐ oil ☐ natural gas ☐ propane ☒ solar ☒ electric ☐ other

Insulation

Walls

Insulated? (minimum: cavity filled) ☐ filled ☐ partially filled ☐ no insulation ☒ unknown
Insulation thickness: ☐ less than 3" ☐ 3-6" ☐ more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) ☐ filled ☐ partially filled ☐ no insulation ☒ unknown
Insulation thickness: ☐ inches or R-

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) ☐ filled ☐ partially filled ☐ no insulation ☒ unknown

Basement wall

Insulated? (minimum: 2' below grade) ☐ yes ☐ no ☒ unknown

Windows and Doors

Windows (minimum: 2 panes of glass) ☐ single pane ☐ single + storm ☒ double (DG) ☐ DG + low-e (DG + low-e + argon gas) ☐ triple or better

Doors (minimum: insulated or with storm) ☒ insulated ☐ storm ☐ insulated + storm ☐ neither

Appliances

Refrigerator (minimum: post-1995) ☒ yes ☐ no ☐ unknown ☐ Energy Star rated

Gas stove (suggested electronic ignition) ☐ electronic ignition ☐ pilot light ☒ no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact Efficiency Maine, 1-866-376-2463

Signatures: Landlord: [Signature] Tenant: [Signature] Date: 4/19/17
This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

Available on the Maine Public Utilities Commission or Maine State Housing Authority web pages (www.maine.gov/mpuc or www.mainehousing.org)

Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double-glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal foil.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

Residential Real Property Disclosure Statement

MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

Acknowledgement of State Disclosure Statement

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

Tyson Wilkins (agent) 4/19/17
Lessor Signature Date

Tyson Wilkins (agent)
Lessor Name printed

Lessor Signature Date

Lessor Name printed

[Redacted Signature] 4/19/17
Lessee Signature Date

[Redacted Name]
Lessee Name printed

[Redacted Signature] 4/19/17
Lessee Signature Date

[Redacted Name]
Lessee Name printed

Acknowledgement of federal disclosure of information
On Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial and check appropriate sections)

(a) T.W. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) T.W. Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) [Signature] Lessee has received copies of all information listed above.

(d) [Signature] Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.*.

Agent's Acknowledgment (initial)

(e) [Signature] Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature] 4/19/17
Lessor Date
[Signature] 4/19/17
Lessee Date

[Signature] 4/19/17
Lessor Date
[Signature] 4/19/17
Lessee Date

Agent Date

Agent Date