

TERM LEASE AGREEMENT

DATE: **May 16, 2014**

LANDLORD: **Gregory D. Lull and Stephanie J. Lull**
93 Pitt Street
Portland, Maine 04103
207-899-4676 (home)

TENANT(S): **Gabriela Poles and Jeremy Kane**
93 Pitt Street
Portland, Maine 04103
617-821-4304

PROPERTY: **93 Pitt Street, Portland, Maine 04103 (first floor 2 bedroom, one bathroom apartment with one off street parking space, basement laundry and basement storage)**

WITNESSETH:

1. TERM: The landlord leases and rents to the Tenant and the Tenant hires from the Landlord the Property for the term of **(36)** months and **(0)** days commencing on **June 1, 2014** and terminating on **May 31, 2017**.
2. RENT: The Tenant shall pay rent to the Landlord at address on page **(4)** for the Property as follows: **\$1100.00** dollars per month in advance on the first day of each month during the term of this Lease; rent for fractions of months at the beginning and end of the term shall be pro-rated and paid to Landlord in advance. Rents remaining un-received at 5 PM on the 7th day of the month will be assessed a late charge of 4% of the monthly rent. In the event the rent and late fees are still in arrears on the 14th day of the month a (7)-day eviction letter will be issued to the Tenant(s) to pay or vacate within 7 days. Checks returned without payment by the bank will result in a charge of \$20.00 to the Tenant. In event of returned Check (insufficient funds) all subsequent moneys will be paid by money order or bank check until the end of the lease. **Tenants understand and agree, there is no pro-rated rent for June.**
3. UTILITIES: Payee (T-Tenant, L-Landlord)
 - L Water
 - L Sewer
 - T Electricity
 - T Telephone
 - T Oil heat
 - T Cable TV/Internet
4. CARE: Tenant shall clean, maintain and repair the Property and shall deliver it up to Landlord at the termination of this lease in equal condition as it was offered at the commencement; and Tenant shall not alter or paint the Property without written consent from the Landlord. **Landlord** shall be responsible for snow removal and sanding of any icy areas and yard care.

5. TAXES: The Landlord shall pay all taxes assessed for the Property except those for the Tenant's personal property.

6. USE OF PROPERTY:

The Tenant shall use the Property solely for private residential purposes. Tenant shall not create or permit a disturbance or nuisance on the Property, nor use it for any purpose that insurance companies generally consider extra hazardous as to fire. Except with written approval of the Landlord, the Property shall not be sublet in whole or in part, nor shall this Lease be assigned or otherwise encumbered.

7. REPAIRS:

Landlord shall keep and maintain the Property in a safe and tenantable condition and in good order and repair, and shall keep all Landlord's fixtures, pipes, glass, wires, plumbing, furnace and appliances in good order and repair; except that Tenant shall bear cost of repairing and shall repair all damage to Property caused by Tenant and his/her family, agents, invitees, and guests. If Tenant shall fail to make any repairs required in Paragraph 7, Landlord, after giving Tenant ten (10) days written notice, shall have the right to make such omitted repairs and pay all necessary expenses in connection there-with and all amounts so paid by Tenant. Landlord or Landlord's agent may enter the Property to examine it at all reasonable times for the purpose of making repairs and to perform such maintenance as the Landlord deems necessary, notifying the Tenant in advance of entry.

8. DESTRUCTION:

In case of minor damage to Property by fire or other casualty, Landlord shall cause the damage to be repaired and the rent shall be equally abated only for such period of time as the Property remains untenable; but if Property is destroyed or so damaged that Landlord shall decide, in Landlord's sole discretion, that it is not advisable to repair Property, this lease shall cease and terminate. If such is the case, rental shall be pro-rated to date of occurrence of fire or casualty. The Tenant releases Landlord from any and all claims for any loss, damage or inconveniences arising from fire or casualty, the necessity of repairing any such portion of property and the termination of this lease.

9. TENANT'S PROPERTY:

All of the Tenant's property on the leased property shall be at Tenant's own risk; Landlord shall in no way be responsible for Tenant's personal property or for maintenance and repair of said property. Any personal property not removed by Tenant immediately upon termination or expiration of Lease shall be deemed abandoned and become the property of the Landlord.

10. INDEMNIFICATION:

The Tenant agrees to indemnify and hold harmless the Landlord from any loss, damage, claim, demand, suits, judgments or liabilities which the Landlord may incur, **arising out of the actions or omissions of the Tenants, their agents, or invitees**, and any costs or expenses to which Landlord may be put, arising by reason of any injury or death to persons or property or any claim on account there-of resulting from Tenant's use of the Property.

11. **DEFAULT:** If Tenant shall fail to pay when due the rent reserved under this Lease or shall fail to keep or perform any of the covenants set forth in this Lease, Landlord may declare a forfeiture of Tenant's household, sue Tenant for the rent reserved in the Lease and resort to any legal remedy; provided that the foregoing remedies of the Landlord shall be deemed cumulative and not exclusive.

12. **SECURITY DEPOSIT:**

Tenant shall deposit the sum of **\$1100.00** (but in no event, an amount greater than two (2) month's rent) with Landlord upon execution of this Lease, which deposit shall be refunded within 30 days after the expiration of Lease, less any obligations of the Tenant to the Landlord, including but not limited to, any unpaid rent, damages to Property by Tenant or Tenant's family, guests or invitees and all expenses occasioned by default of the Tenant, including a rental commission equal to the amount of 1 month rent to secure a new tenant, any costs of collection and reasonable attorney's fees. Tenants understand and agree that Security Deposit will not be used as last month's rent.

13. **TERMINATION:**

Upon the expiration or other termination of this Lease, Tenant shall deliver up the Property to the Landlord together with all the keys to said Property. Upon giving 24-hour notice, Landlord or Landlord's agents may enter Property to show it to any prospective tenants and/or buyers.

14. **OBLIGATIONS JOINT AND SEVERAL:**

If Tenant is more than 1 person, the obligations of such persons under this Lease shall be joint and several.

15. **PETS:**

Tenant may have a pet at the discretion of the landlord. There is to be no dog excrement on the Property. Any damage done to the Property by the dog will be rectified per Paragraph 7.

16. **INSURANCE:**

It is agreed that Tenant will carry an insurance policy called *Home Owner's Tenant's Policy* or *Renter's Insurance*.

17. **CONFLICT WITH STATE LAW:**


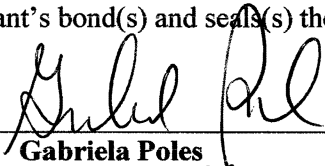
If any provision of the Lease conflicts with state law, state law shall take precedence.


ADDITIONAL PROVISIONS:

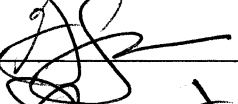
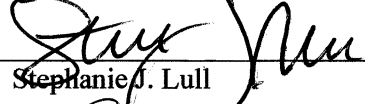
1. Tenant agrees in absence: heating thermostats will not be set lower than 60 degrees F to avoid pipe freezing in cold weather. Tenants will contact Landlord in the event Tenants should have a prolonged absence from Property.
2. Tenant agrees to fill heating fuel tank upon vacating the premises at lease expiration. Tenant agrees to use automatic "Keep Fill" heating fuel account.
3. Maintenance: Tenants to call Landlord (Greg's cell 653-3474)
4. Tenant agrees to use area carpet or furniture coasters to protect hardwood flooring.
5. Tenant agrees to make monthly rent payment of **\$1100.00** payable to **Stephanie Lull** to be delivered to the Landlord at **93 Pitt Street, Portland, Maine 04103**, by hand by the first day of the month or mailed by the 27th day of the month to arrive by the first of the month.


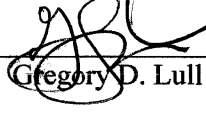
6. **Gabriela Poles and Jeremy Kane** shall be the only occupants residing.
7. Tenants understand and agree to switch all utilities into Tenant's name upon Lease commencement and to pay utilities promptly as due.
8. Tenant agrees there will be no smoking on the Property.
9. Tenant understands and agrees that there will be no storage of unregistered vehicles on the Property.
10. Tenants understand and agree that the Lease term rent shall be **\$39,600.00** dollars paid as **\$1100.00** due the first day of each month.
11. Tenants understand and agree to use Page 7, NOTICE TO VACATE on Lease.
12. Tenants understand and agree that Landlord reserves the right to market the property to prospective tenants and or buyers sixty (60) days prior to lease expiration date. Tenants will be given a 24-hour notice prior to property showings. In the event the Property is under contract to be sold, the Tenants will be given a 30-day written notice to vacate, or tenants will vacate on the lease expiration date.

IN WITNESS WHEREOF, Tenant has set Tenant's bond(s) and seals(s) the date and the year first above written.

Witness:  Tenant:  Date: 5/16/2014
Gabriela Poles

Witness:  Tenant:  Date: 5/16/14
Jeremy Kane

Witness:  Landlord:  Date: 5/16/14
Stephanie J. Lull

Witness:  Landlord:  Date: 5/16/14
Gregory D. Lull

A copy of this lease is to be received by all parties.

SECURITY DEPOSIT AGREEMENT (N/A)

This is NOT a rent receipt

DATE: **May 23, 2012**

RECEIVED FROM: **Gabriela Poles**
Tenant

One thousand one hundred and no hundredths dollars (\$1100.00) as Security Deposit for the Property located at **93 Pitt Street, Portland, Maine 04103.**

Landlord agrees that, subject to conditions below, this security deposit will be returned in full.

Landlord: _____ Date: _____
Stephanie J. Lull

Landlord: _____ Date: _____
Gregory D. Lull

Undersigned agrees that this security deposit may not be applied as rent at any time.

Tenant: _____ Date: _____
Gabriela Poles

Release of the Security Deposit is subject to the following conditions:

1. Full term of the lease has expired
2. A written notice of intent to vacate must be given at least (60) days prior to the lease expiration date.
3. No damage to property beyond normal wear and tear.
4. Entire property including all appliances, baths, closets, and cupboards are clean and refrigerator defrosted (if not frost free).
5. No late charges or delinquent rent.
6. All debris and rubbish placed in proper containers or removed.
7. All keys returned **with forwarding address** to the Landlord

Questions and Answers on Security Deposit Policy:

Q: If prerequisite conditions are not complied with what are the charges?

A: Cost of labor and materials for cleaning and/or repairs and any delinquent payments, late charges, etc.....

Q: How is the security deposit returned?

A: A check addressed to all persons who signed the security agreement will be mailed to forwarding address minus any charges incurred.

Understood and Agreed Tenant: _____ Date: _____

**STATEMENT OF UNIT CONDITION AT TIME OF
OCCUPANCY(N/A)**

To be returned completed by tenants to Owner on or before 10 days of occupancy

Comments:

XX

I hereby acknowledge that the above is an accurate statement of the condition of the unit at the time of my taking possession. I further understand that I shall be required to deliver the unit in the same condition at the termination of my tenancy or to pay any costs incurred by the property to restore the unit to its original condition at the time of occupancy, normal wear and tear excepted.

Tenant: _____ Date: _____
Gabriela Poles

For Landlord Use Only

| | |
|---|------------------|
| Total Security Deposit on Record | \$1100.00 |
| Less: | |
| Deposit held for unpaid rent \$ _____ per day for _____ days | \$ _____ |
| Cleaning (actual time) \$ _____ per hour for _____ hours | \$ _____ |
| Damage (above ordinary wear and tear) | \$ _____ |
| Improper Notice | \$ _____ |
| Other (specify) | \$ _____ |
| Total Security Deposit Held | \$ _____ |
| Total Security Deposit Refunded | \$ _____ |

Forwarding Address:

Name(s): _____

Address: _____

City: _____ State: _____ ZIP: _____

NOTICE TO VACATE

Tenants must mail to owner **60 days before the end of the Lease**

DATE: _____

In accordance with our agreement to give 60 days notice to vacate, **NOTICE IS HEREBY GIVEN** that we will vacate the Property leased from you, located at **93 Pitt Street, Portland, Maine 04103** on _____.

It is understood and agreed that should we fail to comply with this notice, we will be obliged for an additional rent until the premises are leased and any loss or damage suffered by you or by a tenant deprived of possession by our failure to vacate as agreed.

Tenant: _____ Date: _____
Gabriela Poles

Tenant: _____ Date: _____
Jeremy Kane

NOTICE TO VACATE ACCEPTED:

Landlord: _____ Date: _____
Stephanie J. Lull

Landlord: _____ Date: _____
Gregory D. Lull