

822-17



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	NEW/CHANGE OF OWNERSHIP RENTAL HOUSING REGISTRATION FORM
Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 11-11-2016 Page 1 of 3

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

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

SECTION 1: PROPERTY INFORMATION		
Street Number 245	Street Name Brighton Ave	CBL- Chart, Block, Lot Number (e.g. 001A__A001) #1 119 E007 001

SECTION 2: OWNER INFORMATION		
Owner(s) First Name Jill	Owner(s) Last Name Lalumiere Moses	Primary Telephone Numbers (cell) 207 650 5816 (home)
Mailing Address 150 Middle St 3F Portland ME 04101		Email Address Jill@harbortownproperties.com
Owner is a/an: <input checked="" type="radio"/> Individual(s) <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Other, please explain:		

SECTION 3: AUTHORIZED AGENT (if different than owner)		
<i>All properties must have an authorized agent for purposes of service. If property owner is a partnership, corporation, LLC or any other form of business entity, the authorized agent must be an individual who resides in the State of Maine.</i>		
Registered Agent First Name	Registered Agent Last Name	Telephone Number
Mailing Address		Email Address

SECTION 4: PROPERTY MANAGER (if different than owner)	
Property Manager Name	Telephone Number
Mailing Address	Email Address

SECTION 5: EMERGENCY CONTACT FOR PROPERTY (if different than owner)	
Emergency Contact Name	Telephone Number

SECTION 6: RENTAL UNIT REGISTRATION		
Please describe the rental units by listing unit numbers and/or room numbers of the rental units being registered (e.g. apartment number 1,2,3, 4-11) Apartment 1	Is the property owner occupied? (Yes/No) No	Number of rental units registering 1

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

Name (print only) Jill Lalumiere Moses	Telephone Number 207 650 5816
Relationship to Property owner	Date 8/17/17
Email Address Jill@harbortownproperties.com	



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	NEW/CHANGE OF OWNERSHIP RENTAL HOUSING REGISTRATION FORM
Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 11-11-2016 Page 2 of 3

SECTION 7: FEE DISCOUNTS <i>(The total discount may not exceed \$20.00 per rental unit)</i>			
Discount Requested	Attach Required Verification Documents	Discount	Number of rental units for which a discount is being requested
Fully Sprinklered Building	Testing Report OR Maintenance Report OR Maintenance Contract from Preceding Year	\$10.00/unit	
Off-site Monitored Fire Alarm System	Fire Alarm System Monitoring Annual Contract	\$7.50/unit	
Subsidized Housing Housing Quality Standard (HQS)	HQS Inspection Report from Preceding Year	\$5.00/unit	
Public Housing Uniform Physical Condition Standard (UPCS)	UPCS Inspection Report from Preceding Year	\$10.00/unit	
No Smoking Lease	Copy of Signed Lease Language OR Smoking Disclosure Form	\$2.50/unit	

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

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

PAYMENT INFORMATION: Pay the registration fee:

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

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

FOR MORE INFORMATION: See www.portlandmaine.gov/housingsafety

SECTION 8: TOTAL ANNUAL CHARGES	
Total Number of Rental Units Registering	1
Registration Fees (\$35 x Number of Rental Units)	35
Total Fee Discounts (not to exceed \$20.00 per rental unit)	2.50
TOTAL ANNUAL RENTAL REGISTRATION FEES	32.50



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	OWNER'S PRE-INSPECTION CHECKLIST
Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 6-22-2016 Page 3 of 3

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

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

BUILDING INFORMATION		
Street Number	Street	CBL- Chart, Block, Lot Number (e.g. 001A __ A001001)
245	Brighton Ave	#1

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

NA – not applicable

CODE REFERENCE (NFPA 101 (2009), City Code of Ordinances Chapter 6 and 10 (June, 2016))	
Question	Code Explanation
1.1	There must be a working smoke alarm (detector) on each level of the building and dwelling unit including the basement and in the immediate vicinity of each bedroom or room used for sleeping as well as in each bedroom.
1.2	There must be a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit.
1.3	Each dwelling unit must have access to at least 2 separate ways out of the building that are not located close together unless the unit has an exit door opening to the outside at ground level, an enclosed stair used only by that unit opening to the outside at ground level, or access to an outside stair that serves no more than 2 units.
1.4	The way out of the building cannot be used for storage or trash containers. The way out of a building must be permanently lighted or by lighted by automatic means. Doors leading from a dwelling unit to a stairwell must be self-closing and fire rated. Locks or door hardware must be easy to use when leaving the building. Exits must lead to the ground level, not the basement.
1.5	All stairs must have handrails that are easy to grasp and that are securely mounted at a height between 34" and 38" measured from the leading edge of all treads, vertically to the handrail.
1.6	Each bedroom must have a window that can be opened without using tools or special knowledge. The opening of the window must be at least 20" wide and 24" high and provide an opening of 5.7 square feet. The bottom of the opening must be less than 44" above the floor.

Lease

This lease, dated July 21, 2017, is by and among Jill Moses with a mailing address of 150 Middle St 3F Portland ME 04101 (Lessor) and Carlye Youngblood and Jacob Castonguay (Lessee's).

The parties agree as follows:

1. **Lease of Apartment** Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the premises known as 245 Brighton Ave #1 Portland ME 04101 for a term of 12 months beginning September 1, 2017 and ending August 31, 2018.
2. **Rent and Security Deposit**
 - a. Lessee agrees to pay rent in the amount of \$1,400.00 per month, payable in advance on the first day of each month during the term of this lease, without notice, demand or set off. If Lessee is ten (10) days or more in arrears in payment of rent, a late charge of four percent (4%) of the delinquent amount shall be due and payable with the delinquent installment of rent.
 - b. Simultaneously with the execution of the Lease, the Lessee will deposit with the Lessor a security deposit of \$1,400.00 and a pet deposit of \$250 to secure full and faithful performance by the Lessee of its obligations under this lease. Lessee will not be paid interest on these funds. Within thirty (30) days after termination of Lessee's tenancy, Lessor shall provide Lessee with a statement giving reasonable detail concerning amounts applied by the Lessor from Lessee's security deposit on account of Lessee's default under the Lease. Lessor shall return with such statement the balance of the security deposit. Lessee agrees not to use the security deposit as their last month's rent.
3. **Upkeep**

Lessee 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, reasonable wear and tear expected.

Lessee acknowledges this is a non-smoking unit. Smoking in this unit shall be considered a breach of this agreement and sufficient cause for termination of this lease
4. **Equipment**

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

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

6. Utilities

Lessor shall provide the following utilities, which Lessee agrees to take reasonable steps to conserve:

- Water/Sewer

Lessee shall be responsible for the following utilities, which the lessee agrees to pay in full at the term of the lease. If there are any outstanding utility amounts remaining at the end of the lease, those amounts shall come out of the security deposit

- Electricity
- Heat
- Cable/Internet

Lessee shall be responsible for the following maintenance: trash and recycling removal from the premises as per the City of Portland guidelines. The Lessor shall be responsible for any capital repairs of the Apartment, the building, and utility services unless repairs or replacement are attributable to damage caused by neglect or abuse of the Lessee, in which case the Lessee shall be responsible for repairs or replacements. Lessor's responsibilities in regard to providing the above services shall be limited to repair and replacement and shall not include any consequential damages.

7. Use

The apartment may be used only as private residence and home office. Lessee agrees not to do or permit any act or thing be done to the Apartment 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 the Lessor's consent. Lessee shall not undertake any activity that would adversely affect any insurance of the building, the Apartment, of the contents of either by virtue of being considered extra-hazardous, or for any other reason. Lessee shall not cause or suffer any strip or waste of the Apartment or the building.

8. Assignment and Sublet

Lessee agrees not to assign this lease or sublet the Apartment without the advance consent of the Lessor, which consent Lessor agrees not to withhold unreasonably.

9. Pets

There are two (2) dogs allowed on the premise. No other pets allowed on premise without prior consent from Lessor. A \$250 pet deposit required.

10. Lessee's Property

Lessee agrees to insure all personal property kept in Apartment or the building against loss or damage by the fire and extended coverage risks to the full insurable value of such property, with all rights of subrogation waived against Lessor, its agents and employees. All such personal property shall in any event be kept a Lessee's sole risk and Lessor shall in no way be responsible

therefore. Lessee agrees to remove all personal property belonging to them from the Apartment and the building promptly upon the termination of Lessee's tenancy hereunder.

11. 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 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 the tenantable condition. Upon such destruction, damage or taking, either party shall have the option to terminate this lease thirty (30) days written notice to the other party.

12. Indemnification

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

13. Inspection

Lessor or his agents may enter to examine the Apartment at reasonable times to make such repairs and perform such maintenance as they deem necessary. Lessor may show the Apartment to prospective tenants upon giving reasonable notice to Lessee.

14. Breach

- a. Termination for Non Payment of Rent:** In the event that rent payments are not received by the Lessor on or before the fifteenth (15th) day of the month, together with any late payment due, the Lessee shall be in default of the lease. The lease may then be terminated by the Landlord, without notice, by commencing an eviction action in the Maine District Court.
- b. Termination in the Event of Nuisance:** In the event that the Lessee breaches their obligations not to create a nuisance or cause damage to the apartment or property which damage is not repaired within seven (7) days of notice by the Lessor to the Lessee, they shall be in default of the lease. The lease may be terminated, without further notice, by commencing an eviction action in the Maine District Court.
- c. Other Violations of the Lease:** In the event any other term of this lease is violated and the Lessee has not cured the violation within seven (7) days after the mailing of notice of the violation by the Lessor to the Lessee at the Apartment, the Lessee shall be in default of the lease, without any further notice, and the lease may be terminated by commencing an eviction action in the Maine District Court.
- d. Termination of Lease by Lessee:** If the Lessor fails to cure the violation of the lease of any of their responsibilities and have failed to cure same within thirty (30) days after the tenants have

mailed a notice of violation, the Lessee may terminate the lease without any additional notice by vacating the premises and surrendering the keys to the landlord.

- e. **Notice:** All notices as provided by subparagraph B, C and D shall be made by certified mail, return requested or hand delivered.

15. Occupants and Guests

Lessee and its immediate family shall be the sole tenant(s) of the apartment. Guests shall not remain in the apartment for more than seven (7) consecutive days without the written consent of the Lessor.

16. Obligations

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

17. Holdover

If Lessee agrees that his/her occupancy of the premises beyond the term of this agreement shall not be deemed as a renewal of this agreement. If rent is collected and accepted it shall be a renewal on a month to month basis only, with all other provisions of this agreement to continue except for term.

18. Waiver

The waiver of Lessor of any breach of any provision of this lease shall not be deemed to be a waiver of any subsequent breach of that or any other provision of this lease. The subsequent acceptance of rent by Lessor shall not be deemed a waiver of any prior breach by Lessee of any term of this lease, other than the breach occasioned by the failure to pay such rent.

19. Notices

Notice may be given for all purposes hereunder by written notice delivered in hand or mailed by certified mail, return receipt requested, to the Lessee at the Apartment and to the Lessor 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 and (ii) two days after the date of mailing such notice.

20. Severability

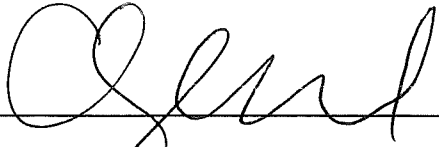
If any provision of this lease is determined to be invalid or unenforceable under the law, it shall not affect the enforceability of any other provision of this lease.

21. Quiet Enjoyment

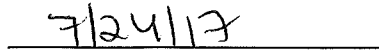
It is agreed that in consideration of others, any loud noises (i.e. parties, music, etc.) that cause complaints, shall be sufficient cause for termination of this Lease.

It is further understood that the Lessee is not to remove or detach smoke detectors. Although they may at times prove irritating, they also have the capability to save the lives of the tenants and their loved ones.

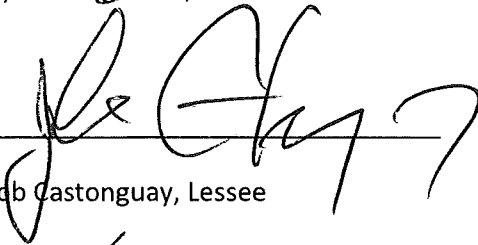
IN WITNESS WHEREOF, the parties have signed this lease as of the date first written above.




Caryle Youngblood, Lessee



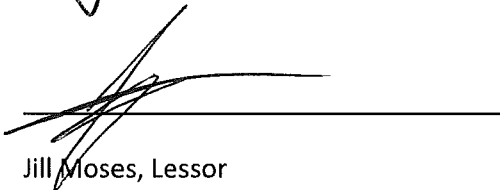
Date



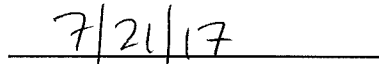
Jacob Castonguay, Lessee



Date



Jill Moses, Lessor



Date

CITY OF PORTLAND
OFFICE OF HOUSING SAFETY
389 Congress Street
Portland, Maine 04101
(207) 756-8131
<http://portlandmaine.gov/housingsafety>

THIS IS YOUR RECEIPT OF PAYMENT RECEIVED

Reg No	CBL	Invoice No	Invoice Date	Location	Property Owner
2017-0616	119 E007001	69713	08/22/2017	245 BRIGHTON AVE	Jill Lalumier Moses
Fee Description	Qty	Charge	Date Paid	Amount Paid	Outstanding
Registration Fee	1	\$35.00			
No Smoking Policy	1	(\$2.50)			
Total For this Property:		\$32.50	08/22/2017	\$32.50	\$0.00
Account Totals:		\$32.50		\$32.50	\$0.00

Bill To: JILL LALUMIERE MOSES
150 MIDDLE ST
PORTLAND, ME 04101

Acct Ref: _____
119 E007001