

## RESIDENTIAL LEASE/RENTAL AGREEMENT

This agreement made this 24<sup>th</sup> day of October, 2005, is between David Caron (hereinafter called Lessor) and Kristine and Robert Hayes (hereinafter called Lessee). Lessor leases to Lessee, and Lessee rents from Lessor, residential unit located at 299 Stevens Ave., Unit 1, Portland, ME (hereinafter called premises), under the following conditions:

- TERM:** 1. The initial term of this lease shall be twelve months, beginning November 1 2005, and ending Noon October 31, 2006.
- POSSESSION:** 2. If there is a delay in delivery of possession by Lessor, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Lessee may void this agreement and have full refund of any deposit. Lessor shall not be liable for damages for delay in possession.
- RENT:** 3. Rent is payable monthly, in advance, at a rate of Seven hundred and Seventy-five dollars (\$775.00) per month, during the term of this agreement on the first day of each month at the office of Lessor or at such other place Lessor may designate. Lessee agrees to pay Lessor a late charge of four (4%) of the amount of the monthly rent if rent is not paid within fifteen days of its due date. Lessee also agrees to pay \$20 for each dishonored check.
- EVICITION:** 4. RIGHTS OF LESSOR UPON DEFAULT: If the Lessee fails to pay any installment of rent or any part thereof when due, or if Lessee or their guests shall violate any other term, condition, covenant, rules or regulation of this Lease or if Lessee shall fail promptly to take possession of or shall abandon the premises, Lessor may terminate this Lease in accordance with Maine Law. Lessee shall not be relieved of any obligations hereunder, including without limitation, the payment of rent. In the event Lessor shall repossess the premises, Lessor shall not be required to accept any Lessee for the premises offered by the Lessee. The failure on the part of the Lessor to re-enter and repossess the premises, or to exercise any of its rights hereunder upon default, shall not preclude the Lessor from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Lessor's right to terminate the Lease for non-payment for rent when due after the Lease has been properly terminated in accordance with this lease and Maine Law. If Lessee or their guests shall violate, breach or be in default of any term or condition of this Lease, the Lessee shall pay all costs and expenses, incurred by Lessor in connection with its exercising any rights or remedies it may have under this Lease because of such violation or breach. The re-letting of Lessee's premises by Lessor shall not terminate or otherwise affect Lessor's rights against the Lessee for damages including, without limitation, loss of rent.

Upon default by the Lessee, the Lessor shall have the following rights to terminate this

A. Notice of Violation. Serious or repeated violations of the terms of this lease by Lessee can result in termination of the lease and eviction of the Lessee. Except for failure to pay rent (see Paragraph B) or damage, nuisance, illegal acts (see Paragraph C) or dangerous actions by a Lessee (see Paragraph D), if the Lessee does not live up to the terms of this lease the following will occur:

(1) The Lessor may deliver to the Lessee a written notice describing the violation and demanding that the Lessee cease the lease violation within 10 days of delivery of the notice.

(2) If the Lessee does not comply within that 10 day period, the Lessor may deliver to the Lessee a second written notice that the lease will end within 30 days. On that day, the lease term automatically terminates and the Lessee must leave the residence and return the keys to the Lessor.

B. Eviction for Failure to Pay Rent. If the Lessee is 7 days or more late in paying the rent the Lessor may send a notice that states that the lease will end in 7 days, unless the Lessee pays all overdue rent or late charges, before that 7 day period ends. If the Lessee fails to pay the rent the lease term automatically terminates and the Lessee will leave the residence and return the keys to the Lessor.

C. Eviction For Damage, Nuisance, Illegal Acts. If the Lessee, the Lessee's family or an invitee of the Lessee has caused substantial damage to the demised premises which the Lessee has not repaired or caused to be repaired, has caused a nuisance within the premises, has caused or permitted an invitee or permitted a

violation of the law regarding the tenancy/Lease Agreement, the Lease Agreement may be terminated by the Lessor by 7 days' notice in writing to the Lessee.

D. Eviction for Dangerous Acts. If the Lessee's action poses an immediate threat to the health or safety of other residents or the Lessor or the Lessor's employees, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.

E. Notice of Termination. The Lessor must notify the Lessee in writing when the lease is terminated. This notice must:

- (1) State the specific ground for termination with enough specificity to allow the Lessee to prepare a defense.
- (2) If a ground claimed is rent arrearage of seven (7) days or more, the notice shall also include a statement indicating that the Lessee can negate the effect of the notice of termination as it applies to the rent arrearage if he pays the full amount of rent due before the expiration of the notice.
- (3) Be served on the Lessee by sending a prepaid first class properly addressed letter (return receipt requested) to the Lessee at the residence or by delivering a copy of the notice to the residence.

F. Forcible Eviction. The Lessor will not physically force the Lessee out by removing the Lessee's possessions or by changing the lock on the Lessee's door or by any other method. The Lessee can be forcibly removed from the residence only by a law enforcement officer after a Maine Court has ordered eviction. The Lessee will be given prior notice of the court eviction hearing and will have a chance to testify, present a defense, have witnesses testify on Lessee's behalf and cross examine Lessor's witnesses. Only after this hearing can the court order the Lessee's forcible eviction.

#### **INDEMNIFICATION DEPOSIT**

5. Lessor acknowledges receipt of Seven hundred and seventy-five dollars (\$775.00), as a deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this agreement. Deposit will be returned to Resident less a carpet and general cleaning charge if necessary; thirty days after residence is vacated if:

- A. Lease term has expired or agreement has been terminated by both parties; and
- B. All monies due Lessor by Lessee have been paid; and
- C. Residence is not damaged and is left in its original condition, normal wear and tear excepted; and
- D. Lessor is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).
- E. Deposit will not be returned if Lessee leaves before lease time is completed. Deposit may be applied by Lessor to satisfy all or part of Lessor obligations and such act shall not prevent Lessee from claiming damages in excess of the deposit. Lessee may not apply the deposit to any of the rent payment.
- F. Keys have been returned and a forwarding address left. Lessee acknowledges that he has approved and signed the "Residential Rental Property Move in/Move Out Inspection Form" for any existing damages to residence and has been given the right to inspect the same.

#### **LEASE TERM**

6. It is the intent of both parties that this lease is for a period of twelve months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Lessee, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Lessee will owe rent through the last day of occupancy.

#### **EARLY TERMINATION:**

7. Lessee may terminate this agreement before expiration of the original term by:

- A. Giving Lessor at least one month's written notice to be effective only on the last day of a given month; plus

B. Paying all monies due *through date* of termination; plus

C. Paying an amount equal to one months rent; plus

D. Returning residence in a clean, ready-to-rent condition.

E. Lessee must pay for advertising necessary to rent residence.

**SUBLET:**

8. Lessee may not sublet residence or assign this lease without written consent of Lessor.

**CREDIT  
APPLICATION:**

9. Lessor having received and reviewed a credit application filled out by Lessee, and Lessor having relied upon the representations and statements made therein as being true and correct has agreed to enter into this rental agreement with Lessee. Lessee and Lessor agree the credit application the Lessee filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Lessee further agrees if he has falsified any statement on said application, Lessor has the right to terminate rental agreement immediately, and further agrees Lessor shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Lessor further agrees in the event Lessor exercises its option to terminate rental agreement, Lessee will remove himself, his family, and possessions from the premises within 24 hours of notification by Lessor of the termination of this lease. Lessee further agrees to indemnify Lessor for any damages to property of Lessor including, but not limited to, the cost of making residence suitable for renting to another Lessee, and waives any right of "set off" for the security deposit and prepaid rent -which was forfeited as liquidated damages.

**FIRE AND  
CASUALTY:**

10. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Lessor may, at its option, terminate rental agreement or repair damages within 30 days. If Lessor does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Lessor elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs Lessee has vacated and removed Lessees possessions required by Lessor. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.

**HOLD OVER:**

11. Lessee shall deliver possession of residence in good order and repair to Lessor upon termination or expiration of this agreement.

**RIGHT OF  
ACCESS:**

12. Lessor shall have the right of access to residence for inspection and repair or maintenance during reasonable hours, and upon 24-hour oral, telephonic or written notice. In case of emergency, Lessor may enter at any time to protect life and prevent damage to the property.

**USE:**

13. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Lessees application to lease. The presence of an individual residing on the premises who is not a signature on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Lessee shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Residents, quiet enjoyment of their residence.

**PROPERTY  
LOSS:**

14. Lessor shall not be liable for damage to Lessees property of any type for any reason or cause whatsoever, except where such is due to Lessor's gross negligence or fault. Lessee acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc., on personal possessions, family and guests.

**PETS:**

15. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Lessor has been obtained.

**INDEMNIFICA-  
TION:**

16. Lessee releases Lessor from liability for and agrees to indemnify Lessor against losses incurred by Lessor as a result of (a) Lessees failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Lessees invitees or licensees or such person's property; (c) Lessees failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or encumbrance filed against residence as a result of Lessees action.

**FAILURE OF  
MANAGEMENT  
TO ACT:**

17. Failure of Lessor to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

**REMEDIES  
CUMULATIVE:**

18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Lessee, Resident shall pay to Lessor all expenses incurred in connection therewith. The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement in accordance with 14 M.R.S.A. S6030(3).

**NOTICES:**

19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

**REPAIRS:**

20. Lessor will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Lessee. Resident shall keep premises in a safe, clean, and sanitary condition. Lessee may not remodel or paint or structurally change, nor remove any fixture there from without written permission from Lessor.

**ABANDONMENT:**

21. If Lessee removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Lessor all monies due, residence may be considered abandoned, and Lessor shall have the right without notice, to store or dispose of any property remaining on the premises after the termination of this agreement. Any such property shall be considered Lessor's property and title thereto shall vest in Lessor.

**MORTGAGEE'S  
RIGHTS:**

22. Lessee's rights under this lease shall at all times be automatically junior and subject to any deed to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part; if requested, Lessee shall execute promptly any certificate that Lessor may request to specifically implement the subordination of this paragraph.

**RULES AND  
REGULATIONS:**

23. Rules and regulations shall be as follows:

- A. Signs: Lessee shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.
- B. Locks: Lessee is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Lessor of the premises upon termination of the occupancy.
- C. Entrances, walks, lawns and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- D. Radio and television aerials shall not be placed or erected on the roof or exterior.
- E. Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Lessor at the expense of Lessee owning same, for storage or public or private sale, at Lessor's option, and Lessee owning same shall have no right of recourse against Lessor therefore.
- F. Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage areas or the residence itself. Storage in all such areas shall be at Lessee's risk and Lessor shall not be responsible for any loss or damage.
- G. Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
- H. Guest: Lessee shall be responsible and liable for the conduct of his guests. Act of guests in violation of this agreement or Lessee's rules and regulations may be deemed by Lessor to be a breach by Lessee. No guest may stay longer than 10 days without permission of Lessor. Also a \$10 per day guest charge will be due Lessor.

I. Noise: All radios, television sets phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.

J. NO SMOKING shall be allowed in the unit or common hallways.

K. Lessor's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as management shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

L. Lessor shall pay for and provide water. Lessee shall pay and provide for all other utilities.

M. Two vehicle allowed per apartment in designated space to be assigned by apartment number.

N. Lessor shall have the right at all reasonable times and upon prior notice to the Lessee to enter and inspect the premises and to undertake any improvements thereof.

O. Lessee must keep the leased premises in a clean and sanitary condition, free of garbage, rubbish and other filth. The Lessee is responsible for properly placing all garbage and rubbish in the authorized Portland trash bags and recycled materials in bins authorized for that purpose and putting them on the sidewalk on the morning of the day of pick up.

**LEAD-BASED  
PAINT WARNING  
DISCLOSURE:**

24. The Lessor is complying with Lessor's duty to provide disclosure to the lessee under the Residential Lead-Based Paint Hazard Reduction Act of 1992 and regulations codified in the Federal Code of Regulations adopted by the EPA and HUD by providing Lessee with the Disclosure of information on Lead-Base Paint and Lead-Based Paint Hazards form which is attached hereto and incorporated herein as Addendum A and by providing lessee with the Pamphlet entitled *Lead-Based Paint: Protect Your Family*.

**ENTIRE  
AGREEMENT:**

25. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

We the Lessor and Lessee, by our signatures agree to all the conditions and provisions of this lease and acknowledge receiving a copy of this lease. We also acknowledge that there is a working smoke alarm in this apartment that is to be tested weekly by Lessee.

IN WITNESS WHEREOF, the parties hereto have caused presents to be signed in person the day and year first above written.

Robert Hayes

Robert Hayes

LESSOR

Kristine B. Hayes  
LESSEE(S)

NAME OF RESIDENTS LIVING WITHIN THE PREMISES:

Robert Hayes  
Kristine Hayes  
\_\_\_\_\_  
\_\_\_\_\_