



CITY OF PORTLAND HOUSING SAFETY OFFICE
 www.portlandmaine.gov/housingsafety
 housingsafety@portlandmaine.gov

**RENTAL HOUSING
 REGISTRATION FORM**

Portland City Hall, Room 26
 389 Congress Street
 Portland Maine 04101
 (P) 207-756-8131 (F) 207-756-8150

Revised
 11-30-2015

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 annually by January 1 of each year beginning January 1, 2016 and within thirty (30) days of purchasing a property used for rental. The registration fee is \$35 per individually rented room and/or dwelling unit. 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 to housingsafety@portlandmaine.gov as a digital PDF along with any scanned attachments. Paper and scanned forms will be accepted by fax, mail, and in person; however, digital PDF forms are preferred. After the registration information and fee discount documentation has been verified, an invoice for payment will be sent by email to the party certifying registration entered below.

SECTION 1: PROPERTY INFORMATION			
Street Number 14	Street Name LAWN AVENUE	Tax Account Number 17230	CBL- Chart, Block, Lot Number (e.g. 001A_ A001) 122F012001

SECTION 2: OWNER INFORMATION		
Owner(s) First Name POLARIS	Owner(s) Last Name PROPERTIES LLC	Primary Telephone Number 207-725-7282
Mailing Address 44 THOMPSON STREET, BRUNSWICK, ME 04011-3026		Email Address s.lweems@gmail.com
Owner is a/an: <input type="radio"/> Individual(s) <input type="radio"/> Partnership <input type="radio"/> Corporation <input checked="" 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 STEVEN	Registered Agent Last Name WEEMS	Telephone Number 207-725-7282
Mailing Address 44 THOMPSON STREET, BRUNSWICK, ME 04011-3026		Email Address s.lweems@gmail.com

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

SECTION 5: EMERGENCY CONTACT	
Emergency Contact Name SAME AS AUTHORIZED AGENT	Telephone Number

SECTION 6: RENTAL UNIT REGISTRATION	
If known, list unit numbers and/or room numbers of the rental units being registered (e.g. apartment number 1,2,3, 4-11) APARTMENT # 1, APARTMENT # 2	Number of rental units registering 2

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

Name (print only) STEVEN L WEEMS	Telephone Number 207-725-7282
Relationship to Property MANAGER	Date 12/28/15
	Email Address s.lweems@gmail.com



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	RENTAL HOUSING REGISTRATION FORM
Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 11-30-2015 Page 2 of 3

SECTION 7: FEE DISCOUNTS *(The total discount may not exceed \$20.00 per rental unit)*

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	\$10.00/unit	
Centrally Monitored Fire Alarm	Fire Department Logs OR Alarm Contract	\$7.50/unit	
Housing Quality Standard (HQS) Inspection	HQS Inspection Report From Preceding Year	\$5.00/unit	
Uniform Physical Condition Standard (UPCS) Inspection	UPCS Inspection Report From Preceding Year	\$10.00/unit	
No Smoking Lease	Copy of Signed Lease	\$2.50/unit	2
<i>Fire Dept. Inspection</i>	<i>Inspection Report</i>	?	2

DID YOU COMPLETE:

Rental Housing Registration Form
 Owner's Pre-Inspection Checklist

↳ 2015 Inspection by Lt. Craig Messenger, Portland Fire Department.

Attach all fee discount verification documents if requesting discount

EMAIL ELECTRONIC FORMS AND ATTACHMENTS TO:

housingsafety@portlandmaine.gov

Does this have any discount value (copy attached)?

PAYMENT INFORMATION:

Following verification of registration information and fee discount documentation you will receive an email sent to the email address of the party certifying registration (found at the bottom of the first page).

Pay the invoiced amount to complete your rental housing registration:

- in person by cash, check, or credit card;
- by mail by check; or
- online by credit card or check.

FOR MORE INFORMATION:

See www.portlandmaine.gov/housingsafety

PAYING BY CHECK:

Make checks payable to: City of Portland, Housing Safety

PLEASE NOTE INVOICE NUMBER, TAX ACCOUNT NUMBER, OR CBL ON CHECK

FOR OFFICIAL USE ONLY	
CBL- Chart, Block, Lot Number Account Number	Total Number of Rental Units Registering
	Registration Fees (\$35 x Number of Rental Units)
	Total Fee Discounts (not to exceed \$20.00 per rental unit)
	TOTAL FEES DUE



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 11-30-2015 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			
Tax Account Number	CBL- Chart, Block, Lot Number (e.g. ### X _ X#####)	Street Number	Street
17230	122F012001	14	LAWN AVENUE

LIFE SAFETY CHECKLIST		YES	NO	NA	Comments
1.1	Is there a working smoke alarm (detector):				
	a. On each level of the building and dwelling unit and in the vicinity of each bedroom, including the basement?	✓			HARD WIRED TOGETHER
	b. In each bedroom?	✓			
1.2	Is there a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit including the basement?	✓			HARD-WIRED TOGETHER WITH SMOKE ALARMS
1.3	Does each dwelling unit have two separate ways out?	✓			
1.4	Are all ways out of the building:				
	a. Free of obstructions?	✓			
	b. Automatically or permanently lighted?		✓		LIGHTED WITH WALL SWITCHES
	c. Have doors that are fire-rated, self-closing, easily opened, and able to be used?		✓		YES, EASILY OPENED, ABLE TO BE USED; NOT FIRE-RATED OR SELF-CLOSING
	d. Discharge at the ground level?	✓			
1.5	Do all exit stairways have handrails that are securely mounted?	✓			
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?			✓	

NA – not applicable

CODE REFERENCE (NFPA 101, City Code of Ordinances Chapter 6 and 10)	
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 AGREEMENT

This lease agreement is made as of the 18th day of January 2015, by and between POLARIS PROPERTIES LLC, (hereinafter referred to as "Landlord") and TRINA DORN, (hereinafter referred to as "Tenant").

Landlord and Tenant agree as follows:

1. LEASED PREMISES: Landlord, for and in consideration of the agreements of Tenant hereinafter set forth, hereby leases to Tenant, and Tenant hereby leases from Landlord, (i) four rooms (private bedroom, living room, bathroom, and dining room), (ii) shared space within the rest of the first floor Apartment # 1, and (iii) access to common areas of the building (e.g., basement laundry area and storage space, with the shared space to be shared solely with Tyson V. Weems, at the residence located at 14 Lawn Avenue, Portland, Maine 04103 (hereinafter referred to as the "Leased Premises").
2. COMMENCEMENT AND TERM: The term of this Lease (hereinafter referred to as the "Lease Term") shall commence on the 6th day of February 2015 and terminate on the 31st day of January 2016 (12 months) unless renewed on mutually agreed upon terms or terminated sooner as provided herein. Tenant must notify the Landlord in writing 60 days prior to the end of the Lease if he or she wishes to renew on mutually agreed upon terms. If the Tenant fails to notify the Landlord that he or she wishes to renew, and/or the Landlord and Tenant fail to negotiate a mutually acceptable new lease, the Lease shall expire on the termination date and the Tenant shall vacate the premises by 12:00 noon on said date. Tenant shall be allowed to become a month-to-month tenant only if said arrangement is approved in writing by the Landlord prior to expiration of the lease. Should the Tenant wish to terminate the lease prior to the end of the Lease Term, he or she should consult with the Landlord. If an acceptable new Tenant is found, Landlord may agree to terminate the Lease early at Landlord's sole discretion.
3. RENT: Tenant covenants and agrees to pay as rent for the Leased Premises, during the Lease Term, monthly rent in the amount of \$650.00 per month, in advance, on the 1st day of each month during the Lease Term of this Lease. The rent for the partial first month is \$533.93 (23 of 28 days at \$650.00 per month). The rent should be paid to POLARIS PROPERTIES LLC, 44 Thompson Street, Brunswick, ME 04011-3026 or delivered personally to a duly authorized representative of the Landlord (e.g. Tyson Weems).

The Landlord can assess a penalty of 4% of the monthly rent once payment is 15 or more days late.

Tenant payments are first applied to any outstanding late fees and secondly to rent. Therefore, if Tenant does not pay the rent on time one month and neglects to include a late fee, the following month's payment goes to late fees first and then rent.

4. SECURITY DEPOSIT:

A. The Tenant will pay the Landlord \$650.00 as a Security Deposit. The Security Deposit is in addition to rental payments and may not be substituted by the Tenant for unpaid rent. The Landlord will hold the Security Deposit until the end of the residency. The Security Deposit remains the Tenant's money. The Landlord will keep the Security Deposit separate from the Landlord's own money.

B. Return of the Security Deposit. This Security Deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence and for the actual costs of unpaid rent, storing and disposing of unclaimed property, or utility charges the Tenant owes to the Landlord. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord will return the entire Security Deposit to the Tenant at the end of the lease if the following conditions are met:

(1) The Leased Premises is in good condition except for normal wear and tear;

(2) The Tenant does not owe any rent or utility charges which the Tenant was required to pay directly to the Landlord; and

(3) The Tenant has not caused the Landlord expenses for storage and disposing of unclaimed property. If the Landlord deducts money from the Tenant's Security Deposit, the Landlord will provide the Tenant a list of the items for which the Tenant is being charged and return the balance of the Security Deposit.

The Landlord will return the Security Deposit, or the remaining balance, to the Tenant no more than thirty (30) days after the tenancy ends.

5. UTILITIES: The monthly rent shall not include all charges for light, heat, hot water, fuel, electricity, internet access, gas, water and sewer service furnished or supplied to or on any part of the Leased Premises for the period of time during which Tenant is entitled to and/or actually does occupy the Leased Premises, except as delineated below under *exception(s)*. Payment of said utility costs shall be the responsibility of the Tenant, on a 50/50 share basis with the other occupant of Apartment # 1 (Tyson V. Weems). Electricity, internet access, and fuel oil are provided separately to this Apartment # 1. Tenant shall employ reasonable conservation measures to control utility costs. *Exception(s):* Water and sewer charges are not metered to individual apartments; these charges are paid by the Landlord, provided monthly usage is typical of the long-term average for the building, which is approximately \$150 per month. The Landlord reserves the right to implement a pro-rata surcharge assessed to each occupant equally for the overage if total building usage exceeds this amount.

6. PARKING, SNOW REMOVAL & GROUNDS CARE: The Tenant will be allowed to park one passenger vehicle in the rear driveway, provided the Tenant cooperates with the other building occupants about parking multiple vehicles in the rear of the property. Landlord shall be responsible for snow removal, grounds care, and exterior maintenance of the property, including the Leased Premises.

7. NO SMOKING/PETS & ANIMALS PROVISION: The Tenant acknowledges that smoking, pets, and animals are not allowed within the Leased Premises, and agrees to respect the wishes of the Landlord regarding these matters. Smoking will be permitted outside the building(s), but the prohibition against pets and animals will include the outside areas of the property as well as the interior spaces, unless an exception to the prohibition of pets and animals is granted as delineated below. *Pet/animal exception:* None.

8. INSURANCE: Tenant acknowledges that any insurance which Landlord elects to purchase with respect to the Leased Premises shall be for the sole benefit of Landlord, and that such insurance shall not cover Tenant's personal property, fixtures, leasehold improvements and other appurtenances. Landlord and Landlord's agents shall not be liable for any loss of, damage to or destruction of, property occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water or any theft by any person, whether or not an employee of Landlord, except that Landlord shall be liable for loss arising from the negligence or willful act of Landlord or Landlord's agents. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming by, through or under Tenant by way of subrogation or otherwise, arising from the destruction of, loss or damage to any personal property located in or about the Leased Premises belonging to Tenant or others, whether or not caused by a condition of the Leased Premises, to the extent that such destruction, loss or damage is covered by insurance carried by Tenant, in order that no insurance carrier shall have a claim by way of subrogation against Landlord for damage or loss.

Landlord and Tenant agree that to the extent Tenant has an insurable interest in the Leased Premises, Tenant shall obtain and maintain, at Tenant's own expense and for Tenant's own benefit, a policy of insurance insuring said interest as the same shall be at the commencement of the term, wear and tear arising from the reasonable use of the same excepted. Tenant shall provide Landlord with a copy of the Certificate of Insurance prior to commencement of the Lease, if this Section is applicable. This does not apply to Renter's Insurance of Tenant's personal property or any other form of insurance other than an insurable interest in the Leased Premises.

The Tenant understands and agrees it shall be the Tenant's responsibility to insure his or her personal property. The Tenant agrees that the Landlord shall not be liable for damages to or loss of personal property of the Tenant stored anywhere on the premises

9. TENANT'S RESIDENTIAL RESPONSIBILITIES:

A. Use Only as a Residence. The Tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the Landlord's ability to obtain fire or liability insurance.

B. Damage. The Tenant agrees that from and after the date of possession by the Tenant of the Leased Premises, and until the end of the Lease Term, Tenant will keep the Leased Premises neat and clean and maintain in good order, condition and repair. Any damage arising from the negligence or willful act or omission of Tenant, or invitees or guests, shall be the responsibility of Tenant, who shall bear all costs associated with repairing such damage. Upon the Tenant's failure to make such repairs the Landlord, after reasonable written notice to the Tenant, may make the repairs and the Tenant shall be responsible to the Landlord for their reasonable cost.

C. Alterations. No alteration, addition or improvement to the residence shall be made by the Tenant without the Landlord's prior written consent. Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner, and in accordance with all applicable laws and provided further that Tenant shall indemnify and hold Landlord harmless from and against all claims, demands, costs and mechanics liens which may arise as a direct or indirect result of or in connection with such alterations, renovations or improvements, and Tenant shall assume all cost, liability and responsibility for such alterations, renovations and improvements.

10. LANDLORD RESIDENTIAL RESPONSIBILITIES:

A. Legal Use of the Residence. The Landlord agrees not to interfere with the Tenant's legal use of the residence.

B. Residence Must Be Fit to Live in. The Landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in; and (3) is not dangerous to the life, health or safety of the occupants. The Landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in and to meet all applicable housing code requirements. The Landlord is not responsible for this promise if the residence becomes unfit to live in due to the Tenant's misconduct or the misconduct of the Tenant's family, invitees, or guests. Prior to the Tenant entering into this lease, Tenant shall execute the federal lead-based paint hazard notice.

C. Tenant's Rights if the Landlord Fails to Provide Services.

(1) Unsafe conditions. If there are conditions in the residence that threaten health or safety, state law allows the Tenant to withhold rent and to use it to make minor repairs to the unsafe conditions. Except in an emergency, before withholding rent the Tenant must first provide 14 days prior written notice to the Landlord and meet other Maine statutory requirements. The Tenant cannot withhold more than \$800.

(2) Unlivable conditions. If, through no fault of the Tenant, the residence is so damaged that it cannot be lived in and because of the damage the Tenant moves out, the Tenant will not be liable for rent from the day of the damage and may cancel the lease on 3 days notice.

10. LANDLORD ENTRY INTO THE RESIDENCE: Except for emergencies, the Landlord, or her agents, may enter the apartment only during reasonable hours and after utilizing reasonable efforts to notify the Tenant in advance. The Tenant may not unreasonably withhold consent to the Landlord to enter the residence.

11. LANDLORD'S GENERAL RIGHT TO MANAGE THE PROPERTY: Landlord reserves the right to adopt, implement, and amend general rules and regulations governing the use of the property (e.g., use of the laundry, noise, trash pick-up and recycling provisions, building security provisions) deemed necessary by the Landlord to manage the property properly and protect the each occupant's right to peaceful enjoyment of his or her space.

12. COMPLIANCE WITH LAWS: The Tenant shall observe and comply with rules, regulations and laws now in effect or which may be enacted during the continuance of this Lease by any municipal, county, state or federal authorities having jurisdiction over the Leased Premises, and to indemnify Landlord for any damage caused by violation of any such rules, regulations and laws. These rules, regulations and laws include current regulations or changes regarding bagging, removal or disposal of trash and recyclables. All costs shall be at the Tenant's expense. Failure to comply with city regulations may result in a lien being placed against Landlord's property, should this result the Landlord reserves the right to take legal action and/or retain Tenant's security deposit to cover lien release costs.

13. DISTURBING THE PEACE: The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other tenants or violates any state law or local ordinance. The Landlord agrees to undertake reasonable measures to prevent other tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

14. DEFAULT BY TENANT: In the event any of the following events occur, Tenant shall be in default under this Lease; Landlord may, at Landlord's sole election, give to Tenant a notice that the Lease Term of this Lease has terminated; the Lease Term hereof shall terminate upon the giving of such notice; Tenant shall thereupon quit and surrender the Leased Premises to Landlord; and, without further notice, Landlord may, to the extent permitted by law, re-enter the Leased Premises with or without legal process and dispossess Tenants and remove Tenants' effects. Any one of the following events shall constitute an "Event of Default:"

- (i) Tenant abandons the Leased Premises;
- (ii) Tenant fails to pay rent when due; or
- (iii) Landlord has with good cause determined Tenant's conduct to be objectionable or improper, create a threat to the health and safety of other residents, or pose a threat to the physical structure of the residence.

15. NOTIFYING THE LANDLORD OR TENANTS

A. Notices to the Tenant. Unless otherwise required in this Lease or by law, any notice from the Landlord to the Tenants will be valid if: (1) it is in writing; and (2) it is addressed to the Tenant at the residence and personally delivered to the Tenants' residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

B. Notices to the Landlord. Unless otherwise required in this Lease or by law, the Tenant will give all required notices to the Landlord in writing, delivered personally or sent by mail to the Landlord. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

16. ABANDONED PROPERTY: The Landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property statutes.

17. SUBLEASING AND ASSIGNMENT: The Tenant agrees not to sublease or assign this residence without the prior written consent of the Landlord in the Landlord's sole discretion. In the event that Landlord consents to a sublease of the Leased Premises, it is agreed that any excess of the rent or other charges payable to Tenant pursuant to such assignment or subletting over the amount of rent owed by Tenant pursuant to this Lease shall be payable by Tenant to Landlord immediately upon receipt by Tenant.

18. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED: Within seven (7) days of occupying the premises, Tenant shall provide Landlord with a list of any pre-existing defects or damages such that Tenant shall not be held responsible for causing said defects or damage at the termination of the lease. Landlord will sign and return a copy of the list.

19. CONFLICT WITH STATE LAW: If any provision of this lease conflicts with state law then the law of the State of Maine shall take precedence.


20. WAIVER: Failure of Landlord to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

21. MISCELLANEOUS: If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. The masculine gender shall include the feminine.

22. SIGNATURES

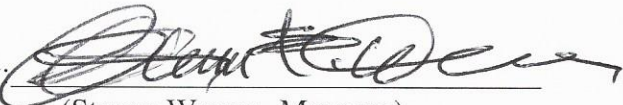
The Tenant(s) and Landlord have each received identical copies of the lease, each copy signed and dated by both Landlord and Tenant.

24 Jan 15
(Date)


(Trina Dorn, Tenant)
Trunette M. Dorn

POLARIS PROPERTIES LLC
(Landlord)

1/26/15
(Date)

By: 
(Steven Weems, Manager)

Angela et al
Master Lease
9/1/15

LEASE AGREEMENT

This lease agreement (hereinafter referred to as the "Lease") is made as of this 1st day of September, 2015, by and between POLARIS PROPERTIES LLC, (hereinafter referred to as the "Landlord") and BRITTANY ANGLEA, KADY DICONZO, AND HEATHER LEONAS (hereinafter collectively referred to as the "Tenant").

Landlord and Tenant agree as follows:

- 1. LEASED PREMISES:** Landlord, for and in consideration of the agreements of Tenant hereinafter set forth, hereby leases to Tenant, and Tenant hereby leases from Landlord, Apartment # 2, consisting of seven (7) rooms and one (1) full bathroom, distributed among three (3) floors, at the residence located at 14 Lawn Avenue, Portland, Maine 04103 (hereinafter referred to as the "Leased Premises"). The signatories for the Tenant hereby enter into this Lease Agreement jointly and severally.
- 2. COMMENCEMENT AND TERM:** The term of this Lease (hereinafter referred to as the "Lease Term") shall commence on the 1st day of September, 2015, and terminate on the 31st day of August, 2016, unless renewed on mutually agreed upon terms or terminated sooner as provided herein. Tenant must notify the Landlord in writing 60 days prior to the end of the Lease if he or she wishes to renew on mutually agreed upon terms. If the Tenant fails to notify the Landlord that he or she wishes to renew, and/or the Landlord and Tenant fail to negotiate a mutually acceptable new lease, the Lease shall expire on the termination date and the Tenant shall vacate the premises by 12:00 noon on said date. Tenant shall be allowed to become a month-to-month tenant only if said arrangement is approved in writing by the Landlord prior to expiration of the lease. Should the Tenant wish to terminate the lease prior to the end of the Lease Term, he or she should consult with the Landlord. If an acceptable new Tenant is found, Landlord may agree to terminate the Lease early at Landlord's sole discretion.
- 3. RENT:** Under a three-person occupancy, which is in accordance with the current intentions of both the Landlord and the Tenant, the Tenant covenants and agrees to pay as rent for the Leased Premises, during the Lease Term, monthly rent in the amount of \$1,470.00 per month, in advance, on the 1st day of each month during the Lease Term of this Lease, less a flat payment of \$75.00 per month for utilities, as delineated below in Section 5, for a total net payment of \$1,395.00 per month. **This is a net effective rent of \$465.00 per person per month**. The rent and utilities payments should be paid to Polaris Properties LLC, 44 Thompson Street, Brunswick, ME 04011-3026 or delivered personally to the duly authorized representative of the Landlord (e.g. Tyson Weems). The rent for the initial month of September, 2015 shall be due September 1, 2015. Under a four-person occupancy, should this scenario occur during the term of the Lease, the Tenant covenants and agrees to pay as rent for the Leased Premises, during the Lease Term, monthly rent in the amount of \$1,535.00 per month, in advance, on the 1st day of each month during the Lease Term of this Lease, less a flat payment of \$75.00 per month for utilities, as delineated below in Section 5, for a total net payment of \$1,460.00 per month. **This is a net effective rent of \$365.00 per person per month**.

The Landlord can assess a penalty of 4% of the monthly rent once payment is seven (7) or more days late.

Tenant payments are first applied to any outstanding late fees and secondly to rent. Therefore, if Tenant does not pay the rent on time one month and neglects to include a late fee, the following month's payment goes to late fees first and then rent.

4. SECURITY DEPOSIT:

A. Amount of Security Deposit. The Tenant shall pay the Landlord \$1,395.00 for a three-person occupancy as a Security Deposit. This amount shall be increased to \$1,460.00 for a four-person occupancy. The Security Deposit is in addition to rental payments and may not be substituted by the Tenant for unpaid rent. As an expression of good faith, in return for the Landlord not requiring payment of the last month's rent at the beginning of the term of this Lease, the Tenant expressly agrees to pay the last month's rent when the time comes, as agreed herein. The Landlord will hold the Security Deposit until the end of the residency. The Security Deposit remains the Tenant's money. The Landlord will keep the Security Deposit separate from the Landlord's own money.

B. Return of the Security Deposit. This Security Deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence and for the actual costs of unpaid rent, storing and disposing of unclaimed property, utility charges the Tenant owes to the Landlord, or damages or cleaning made necessary by the presence of one or more pets that may be allowed as an exception to Section 7. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord will return the entire Security Deposit to the Tenant at the end of the lease if the following conditions are met:

- (1) The Leased Premises is in good condition except for normal wear and tear;
- (2) The Tenant does not owe any rent or utility charges which the Tenant was required to pay directly to the Landlord; and
- (3) The Tenant has not caused the Landlord expenses for storage and disposing of unclaimed property. If the Landlord deducts money from the Tenant's Security Deposit, the Landlord will provide the Tenant a list of the items for which the Tenant is being charged and return the balance of the Security Deposit.

The Landlord will return the Security Deposit, or the remaining balance, to the Tenant no more than thirty (30) days after the tenancy ends.

5. UTILITIES: *Unless this is a shared responsibility, as delineated below,* Tenant agrees to pay all charges for light, heat, hot water, fuel, electricity, gas, water and sewer service furnished or supplied to or on any part of the Leased Premises for the period of time during which Tenant is entitled to and/or actually does occupy the Leased Premises. *Shared responsibility exception:* For the purpose of paying utilities, the covered area includes the Leased Premises plus two additional rooms and a bathroom at the rear of the second floor of the building. Provided this

space is occupied, the Landlord will collect a flat payment of \$75.00 per month from the occupant, and apply it against the monthly rent of the Tenant, thereby arriving at the net effective rental amounts for both the three-person occupancy and four-person occupancy cited in Section 3 above, effectively passing this payment along to the Tenant. Water and sewer is shared among all residents of the building, based on the number of occupants of the building. Currently either 3/6 or 4/7 of the total cost of water and sewer service will be allocated to the Leased Premises, based on either a three-person or four-person occupancy respectively, and a total of three other occupants in the building. The water and sewer charge is included in the monthly rent, and a charge for this will not be assessed separately, provided the total charge for the building does not exceed \$150/month, which is the long-term average cost. The Landlord reserves the right to implement a pro-rata surcharge for the overage if total building usage exceeds this amount.

6. PARKING, SNOW REMOVAL & GROUNDS CARE: The Tenant will be allowed to park one passenger vehicle per occupant in the rear driveway during snow storm events, provided the Tenant cooperates with the other building occupants about staging the access and egress of multiple parked vehicles in the rear of the property. Landlord shall be responsible for snow removal, grounds care, and exterior maintenance of the property, including the Leased Premises.

7. NO SMOKING/PETS & ANIMALS PROVISION: The Tenant acknowledges that smoking, pets, and animals are not allowed within the Leased Premises, and agrees to respect the wishes of the Landlord regarding these matters. Smoking will be permitted outside the building(s), provided this is not a nuisance to other tenants. The prohibition against pets and animals will include the outside areas of the property as well as the interior spaces, unless an exception to the prohibition of pets and animals is granted as delineated here: the Tenant is authorized to have one cat on the premises, provided the cleanliness and nuisance provisions of this Lease are met.

8. INSURANCE: Tenant acknowledges that any insurance which Landlord elects to purchase with respect to the Leased Premises shall be for the sole benefit of Landlord, and that such insurance shall not cover Tenant's personal property, fixtures, leasehold improvements and other appurtenances. Landlord and Landlord's agents shall not be liable for any loss of, damage to or destruction of, property occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water or any theft by any person, whether or not an employee of Landlord, except that Landlord shall be liable for loss arising from the negligence or willful act of Landlord or Landlord's agents. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming by, through or under Tenant by way of subrogation or otherwise, arising from the destruction of, loss or damage to any personal property located in or about the Leased Premises belonging to Tenant or others, whether or not caused by a condition of the Leased Premises, to the extent that such destruction, loss or damage is covered by insurance carried by Tenant, in order that no insurance carrier shall have a claim by way of subrogation against Landlord for damage or loss.

Landlord and Tenant agree that to the extent Tenant has an insurable interest in the Leased Premises, Tenant shall obtain and maintain, at Tenant's own expense and for Tenant's own benefit, a policy of insurance insuring said interest as the same shall be at the commencement of the term, wear and tear arising from the reasonable use of the same excepted.

Tenant shall provide Landlord with a copy of the Certificate of Insurance prior to commencement of the Lease, if this Section is applicable. This does not apply to Renter's Insurance of Tenant's personal property or any other form of insurance other than an insurable interest in the Leased Premises.

The Tenant understands and agrees it shall be the Tenant's responsibility to insure his or her personal property. The Tenant agrees that the Landlord shall not be liable for damages to or loss of personal property of the Tenant stored anywhere on the premises

9. TENANT'S RESIDENTIAL RESPONSIBILITIES:

A. Use Only as a Residence. The Tenant agrees that the residence will be used only as a residence for the listed occupants, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the Landlord's ability to obtain fire or liability insurance.

B. Damage. The Tenant agrees that from and after the date of possession by the Tenant of the Leased Premises, and until the end of the Lease Term, Tenant will keep the Leased Premises neat and clean and maintain in good order, condition and repair. Any damage arising from the negligence or willful act or omission of Tenant, or invitees or guests, shall be the responsibility of Tenant, who shall bear all costs associated with repairing such damage. Upon the Tenant's failure to make such repairs the Landlord, after reasonable written notice to the Tenant, may make the repairs and the Tenant shall be responsible to the Landlord for their reasonable cost.

C. Alterations. No alteration, addition or improvement to the residence shall be made by the Tenant without the Landlord's prior written consent. Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner, and in accordance with all applicable laws and provided further that Tenant shall indemnify and hold Landlord harmless from and against all claims, demands, costs and mechanics liens which may arise as a direct or indirect result of or in connection with such alterations, renovations or improvements, and Tenant shall assume all cost, liability and responsibility for such alterations, renovations and improvements.

10. LANDLORD RESIDENTIAL RESPONSIBILITIES:

A. Legal Use of the Residence. The Landlord agrees not to interfere with the Tenant's legal use of the residence.

B. Residence Must Be Fit to Live in. The Landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in; and (3) is not dangerous to the life, health or safety of the occupants. The Landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in and to meet all applicable housing code requirements. The Landlord is not responsible for this promise if the residence becomes unfit to live in due to the Tenant's misconduct or the misconduct

of the Tenant's family, invitees, or guests. Prior to the Tenant entering into this lease, Tenant shall execute the federal lead-based paint hazard notice.

C. Tenant's Rights if the Landlord Fails to Provide Services.

(1) Unsafe conditions. If there are conditions in the residence that threaten health or safety, state law allows the Tenant to withhold rent and to use it to make minor repairs to the unsafe conditions. Except in an emergency, before withholding rent the Tenant must first provide 14 days prior written notice to the Landlord and meet other Maine statutory requirements. The Tenant cannot withhold more than \$550.00.

(2) Unlivable conditions. If, through no fault of the Tenant, the residence is so damaged that it cannot be lived in and because of the damage the Tenant moves out, the Tenant will not be liable for rent from the day of the damage and may cancel the lease on 3 days notice.

10. LANDLORD ENTRY INTO THE RESIDENCE: Except for emergencies, the Landlord, or her agents, may enter the apartment only during reasonable hours and after utilizing reasonable efforts to notify the Tenant in advance. The Tenant may not unreasonably withhold consent to the Landlord to enter the residence.

11. LANDLORD'S GENERAL RIGHT TO MANAGE THE PROPERTY: Landlord reserves the right to adopt, implement, and amend general rules and regulations governing the use of the property (e.g., use of the laundry, noise, trash pick-up and recycling provisions, building security provisions) deemed necessary by the Landlord to manage the property properly and protect the each occupant's right to peaceful enjoyment of his or her space.

12. COMPLIANCE WITH LAWS: The Tenant shall observe and comply with rules, regulations and laws now in effect or which may be enacted during the continuance of this Lease by any municipal, county, state or federal authorities having jurisdiction over the Leased Premises, and to indemnify Landlord for any damage caused by violation of any such rules, regulations and laws. These rules, regulations and laws include current regulations or changes regarding bagging, removal or disposal of trash and recyclables. All costs shall be at the Tenant's expense. Failure to comply with city regulations may result in a lien being placed against Landlord's property, should this result the Landlord reserves the right to take legal action and/or retain Tenant's security deposit to cover lien release costs.

13. DISTURBING THE PEACE: The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other tenants or violates any state law or local ordinance. The Landlord agrees to undertake reasonable measures to prevent other tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

14. DEFAULT BY TENANT: In the event any of the following events occur, Tenant shall be in default under this Lease; Landlord may, at Landlord's sole election, give to Tenant a notice that the Lease Term of this Lease has terminated; the Lease Term hereof shall terminate upon the

giving of such notice; Tenant shall thereupon quit and surrender the Leased Premises to Landlord; and, without further notice, Landlord may, to the extent permitted by law, re-enter the Leased Premises with or without legal process and dispossess Tenants and remove Tenants' effects. Any one of the following events shall constitute an "Event of Default:"

- (i) Tenant abandons the Leased Premises;
- (ii) Tenant fails to pay rent when due; or
- (iii) Landlord has with good cause determined Tenant's conduct to be objectionable or improper, create a threat to the health and safety of other residents, or pose a threat to the physical structure of the residence;

15. NOTIFYING THE LANDLORD OR TENANTS

A. Notices to the Tenant. Unless otherwise required in this Lease or by law, any notice from the Landlord to the Tenants will be valid if: (1) it is in writing; and (2) it is addressed to the Tenant at the residence and personally delivered to the Tenants' residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

B. Notices to the Landlord. Unless otherwise required in this Lease or by law, the Tenant will give all required notices to the Landlord in writing, delivered personally or sent by mail to the Landlord. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

16. ABANDONED PROPERTY: The Landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property statutes.

17. SUBLEASING AND ASSIGNMENT: The Tenant agrees not to sublease or assign this residence without the prior written consent of the Landlord in the Landlord's sole discretion. In the event that Landlord consents to a sublease of the Leased Premises, it is agreed that any excess of the rent or other charges payable to Tenant pursuant to such assignment or subletting over the amount of rent owed by Tenant pursuant to this Lease shall be payable by Tenant to Landlord immediately upon receipt by Tenant.

18. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED: Within seven (7) days of occupying the premises, Tenant shall provide Landlord with a list of any pre-existing defects or damages such that Tenant shall not be held responsible for causing said defects or damage at the termination of the lease. Landlord will sign and return a copy of the list.

19. CONFLICT WITH STATE LAW: If any provision of this lease conflicts with state law then the state law shall take precedence.

20. WAIVER: Failure of Landlord to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed

as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

21. MISCELLANEOUS: If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. The masculine gender shall include the feminine.

22. SIGNATURES

The Tenant(s) and Landlord have each received identical copies of the lease, each copy signed and dated by both Landlord and Tenant.

LANDLORD:

Polaris Properties LLC

8/28/15
(Date)


Steve Weems
Manager

TENANT:

8/24/15
(Date)


Brittany Anglea


TENANT:

8/24/15
(Date)


Kady Diconzo

TENANT:

8/25/15
(Date)


Heather Leonas

TENANT:

(Date)

(Blank)

CITY OF PORTLAND
PORTLAND FIRE DEPARTMENT

380 Congress Street
Portland, Maine 04101

Inspection Violations

Owner/Manager Polaris Properties Llc		Inspector Craig Messinger	Inspection Date 6/25/2015
Location 14 LAWN AVE	CBL 122 F012001	Status Passed	Inspection Type Fire Prevention-FP Required Insp

Code	Int/Ext	Floor	Unit No.	Area	Compliance Date
------	---------	-------	----------	------	-----------------

1)

Violation: #Error

Notes: #Error

Comments: All Violations corrected