

LEASE AGREEMENT

This Lease Agreement is made this 23RD day of SEPT, 09 by and between Plymouth Court Apartments, LLC ("Lessor") and JUDY BLANCHARD ("Lessee").

The words "Lessor" and "Lessee" as used in this Lease Agreement include their respective successors, representatives, assigns, agents, and employees; and the words "he", "his", "him", "she", "her", or "hers", where applicable, shall apply to Lessor or Lessee regardless of sex, number, corporate entity, trust, or other body. If more than one party signs as Lessee, the Lessees' conditions and agreements are the joint and several obligations of each such party.

1. PREMISES, ORIGINAL TERM, AND RENEWAL

1.1 Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises:

(a) Apartment Number 3 located at 244 Woodford Street, Portland Maine.

(b) **CHECK ONE OF THE FOLLOWING**

No parking is included in this Lease.

Parking space is included for 1 vehicles.

In the event that parking space is included in this Lease the Lessee agrees to abide by all reasonable rules and regulations concerning parking and will not park in a manner which will obstruct the parking area or any other Lessee's use of the parking area. Only currently registered and inspected vehicles may occupy a parking space.

1.2 Original Term. The original term of this Lease is ONE (1) YEAR commencing the 23RD day of SEPT, 09, ("start date") and ending on the 22ND day of SEPT, 10.

1.3 Renewal – Termination. At the end of the original term of this Lease the Lease shall be renewed for additional successive one month terms unless or until either Lessee or Lessor gives the other written notice terminating the Lease. Such notice, by either party, at a minimum shall provide the recipient with thirty (30) days notice and shall terminate or modify the Lease effective on the date the next month's rent shall be due.

2. EQUIPMENT

There is included in this Lease all equipment and appliances contained in and on the premises, including:

- (a) cooking range,
- (b) refrigerator, and
- (c) other (list if any)

and Lessee agrees to maintain the equipment in good clean order and repair. Lessee agrees not to deposit grease, rubbish, or other articles which may damage the fixtures into the sinks or toilet. Any repairs necessitated by the improper use or maintenance of such equipment shall be performed by Lessor and the Lessee agrees to pay all expenses in connection with such repairs, which amounts shall become due and payable by the Lessee with the next monthly installment of rent, but no later than thirty (30) days.

3. RENT

3.1 Lessee shall pay Lessor rent at the rate of \$ 850. per month, payable on the start date, (prorated for the first month if the Lessee moves in prior to the start date) and thereafter on the first (1st) of each month in advance so long as this Lease is in effect. Rent checks shall be made payable to Lessor and delivered or mailed to _____, Maine. No deduction shall be made from said payment for any cause.

3.2 PENALTY FOR LATE PAYMENT OF RENT. If payment of rent is not made within fifteen (15) days from the date it is due, the Lessor may assess a penalty in the amount of four (4%) percent of the monthly rental payment. In accordance with 14 M.R.S.A. §6028.3. notice is hereby given to the Lessee of said charge.

4. SECURITY DEPOSIT

Lessor acknowledges the receipt from Lessee of \$ 850. to be held by Lessor during the term of this Lease and any extension or renewal, as security for the punctual performance by Lessee of all Lessee's obligations under this Lease, including the obligation to pay rent. It is understood that this deposit is not to be considered prepaid rent, and that damages will not be limited to the amount of the security deposit.

5. KEYS

Upon vacating the Leased premises, the Lessee shall deliver to the Lessor all keys to the premises. If the Lessee fails to do so, the Lessor shall be entitled to retain Fifteen Dollars (\$15.00) of the Lessee's security deposit.

6. CARE OF PREMISES

Lessee agrees not to paint, decorate or otherwise change, nor

to make or permit any additions or alterations to be made to the Leased premises without the prior written consent of Lessor, nor to make or permit any waste, and agrees to deliver up the Leased premises and all property belonging to Lessor in good, clean and Leasable order and condition, reasonable wear and tear excepted, at the termination of the Lease.

7. IMPROPER USE OF PREMISES; PETS

Lessee shall not make nor permit any unlawful, improper, noisy or otherwise offensive use of the Leased premises, nor permit any nuisance there, nor use the Leased premises in any way except as a private residence. Lessee agrees to indemnify and hold the Lessor harmless from all liability, loss, or damage arising from any nuisance made or permitted on the Leased premises by Lessee or Lessee's family, friends, relatives, visitors, agents, or employees or from any carelessness, neglect, or improper conduct of any of such persons. Lessee shall not permit any pets or animals on the Leased premises without first obtaining the Lessor's written consent, in the form attached to this Lease as EXHIBIT TO PARAGRAPH 7.

8. Lessee'S PROPERTY

Lessee understands and agrees that it is Lessee's own obligation to insure Lessee's personal property, and that Lessor is not liable for damage to or loss of property of any kind which may be lost or stolen, damaged, or destroyed by any condition of whatever nature which may be on the Leased premises or in any storage space in the building. Any personal property not removed by the Lessee as of the date of the termination of this Lease or

any renewal or extension of it, will be deemed abandoned and will be subject to treatment as such under 14 M.R.S.A. § 6013 et seq.

9. DESTRUCTION

In case the premises, or any part of it, during the term is destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupation or use as a private residence, then a fair and just proportion of the rent, according to the nature and extent of the damages sustained, shall be suspended or abated until the premises shall have been rebuilt and put in proper condition by the Lessor for use and occupation; and if such repairs will require twenty (20) calendar days or more to complete, then this Lease at the election of either the Lessor or Lessee, upon written notice to the other shall be terminated within ten (10) days after receipt of said notice.

10. REPAIRS

Lessee agrees that, during this Lease and for such further time as Lessee shall hold any part of the Leased premises, Lessee will at all times maintain the Leased premises and all its pipes, wires, glass, plumbing and other fixtures in such good repair, as the same are at the beginning of, or may be put in during the term of this Lease and any extension or renewal hereof, reasonable wear and tear and damage by unavoidable casualty only excepted. Lessee will allow no mechanic's lien or other lien or security interest to attach to the premises for repair or improvement of same and acknowledges that failure to promptly discharge same shall be a breach of Lessee's duties under this Lease. Lessee acknowledges the premises to be in good condition on this date. Any problems or

required repairs will be immediately reported to the Lessor's office. Lessor reserves the right to make any and all repairs for which he shall be reimbursed by Lessee in full, with payment due with the next monthly rent following demand, but no later than thirty (30) days.

11. INSPECTION

Lessor or his agents may enter on reasonable notice to examine the premises at reasonable times and to make such repairs and perform such maintenance as he deems necessary; and within sixty (60) days prior to the termination of the original term of the Lease, after giving reasonable advance notice, may enter the premises to show it to prospective Lessees.

12. UTILITIES

Lessee shall indemnify Lessor against any liability or damage for those utilities he is responsible to pay. Lessor shall pay all charges for the utilities listed below and marked with an "X" under the column "Lessor" and the Lessee shall pay for those utilities marked with an "X" under the column "Lessee".

	Lessor	Lessee
telephone		X
cable TV		X
electricity		X
heat	X	
water	X	
gas		X

13. OCCUPANTS AND GUESTS

Lessee and any of Lessee's children listed below shall be the

sole occupants of the Leased premises. Guests shall not remain with the Lessee for more than seven (7) consecutive days or fourteen (14) days in the aggregate per month during the term of this Lease without the written consent of Lessor.

14. SUBLETTING

Lessee shall not assign nor sublet any part or the whole of the Leased premises, nor permit any other person or persons to occupy the same, nor rent any room therein without first obtaining on each occasion the consent in writing of Lessor.

15. Co-Lessees

In the case of co-Lessees, the obligations and agreements contained in this Lease shall be joint and several, and each of the co-Lessees expressly agrees to perform the obligations and make the payments required under this Lease without regard to any non-performance by a co-Lessee. A default or breach of any term of this Lease by a co-Lessee shall constitute a default or breach by all co-Lessees, and the Lessor expressly reserves all remedies and rights for any such default or breach.

16. LESSEE'S OPTION TO TERMINATE

Provided the Lessee is not in default hereunder, during the first year of this Lease the Lessee may terminate this Lease upon the first day of any month by giving written notice to Lessor at least thirty (30) days prior to such termination and by paying with

such notice a sum equal to the monthly rent then due PLUS two (2) month's rent as liquidated damages. All rights of Lessor which shall have accrued prior to such termination including all rights relating to the condition of the Leased premises shall survive such termination.

17. BREACH/TERMINATION

17.1. If the Lessee fails to pay rent when due or fails to perform any of Lessee's obligations under this Lease, then the Lessor may terminate this Lease and the Lessee's remaining rights under this Lease will be forfeited by providing to the Lessee notification as follows:

(a) During the first year of this Lease;

i. Notice terminating the Lease for failure of the Lessee to pay rent or other charges shall contain a provision whereby the Lessee may avoid termination by making payment in full, by bank or certified check, of all sums due within a period of seven (7) days of receipt of said notice.

ii. Notice for termination for failure of the Lessee to comply with other provisions of this Lease, except for violation of those provisions for which shorter notice can be given under Maine Law shall be effective thirty (30) days after receipt and may contain a provision whereby the Lessee may avoid termination if compliance is made within ten (10) days of its receipt.

iii. Lessor may terminate this lease on thirty (30) days notice to the Lessee for reason that Lessor has

delivered three (3) or more notices to the Lessee under paragraph 17.1. (a) in one year.

(b) After the first one (1) year term of this Lease the Lease shall be terminated or modified as follows;

i. If the Lessee fails to pay rent when due or fails to perform any of Lessee's obligations under this Lease, then the Lessor may terminate this Lease in accordance its terms or in accordance with Maine law governing month-to-month tenancies.

ii. Termination for other cause or modification shall be by notice given by either party in accordance with Maine law governing month-to-month tenancies.

17.2. In addition to any other rights or remedies he may have for a breach, the Lessor shall have the immediate right to re-enter the premises, to remove all persons and property therefrom, to store all such property at the cost of Lessee, all without service, notice or resort to legal process, and without being deemed guilty of trespass or liable for loss or damage occasioned thereby. No such re-entry shall be construed as a termination of this Lease unless a written notice of such intention is given to Lessee or unless so declared by a court of competent jurisdiction. All rights of Lessor which had accrued prior to such termination, including rights relating to the condition of the Leased premises, shall survive such termination.

17.3. In the event the Lease is terminated, Lessee is not relieved of Lessee's obligations including, without limitation, the responsibility for rentals due for the remainder of the Lease

term.

18. WAIVER

The waiver by Lessor of any breach of any provision of this Lease shall not be deemed to be a waiver of that provision on any subsequent breach of the same, or any other provision of this Lease. The acceptance of rent by Lessor after any breach other than the failure of Lessee to pay the particular rent so accepted shall not be deemed a waiver of the preceding breach.

19. SEVERABILITY

Should any portion of a provision of this Lease be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining provisions herein.

20. WAIVER OF RIGHT TO JURY TRIAL

Each party to this Lease hereby agrees, in consideration of the signing of this agreement that each hereby for him, her or itself waives all rights to jury trial on appeal of any issue concerning this Lease, its termination or rights of the parties thereunder except for questions of title.

20. LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARD WARNING

20.1. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the premises.

20.2. The Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.

20.3. The Property Manager, if any, has informed the Lessor

of the Lessor's obligations under 42 U.S.C. 4852(d) and the Lessor is aware of responsibility to insure compliance.

20.4 The Lessee acknowledges that a copy of the pamphlet ***Protect Your Family From Lead in Your Home*** is attached to this Lease and acknowledges receiving a copy of it. Each party hereto acknowledges receipt of a signed copy of this Lease.

Lessor:
Plymouth Court Apartments, LLC

By:



WITNESS

Neils Knudsen, Authorized Member

Lessee:



WITNESS

NONSMOKING POLICY

SMOKING IS NOT PERMITTED ANYWHERE IN THE BUILDING.

THIS POLICY IS IN LINE WITH POLICIES OF OTHER LARGE GOVERNMENT, OFFICE, AND RESIDENTIAL BUILDINGS.

PLEASE CONSIDER THIS TO BE IN EVERYONE'S BEST INTEREST. COMPLIANCE WILL MAKE THIS BUILDING A NICER PLACE TO LIVE.

THANK YOU FOR UNDERSTANDING.

CANDLES & INCENSE POLICY

**THE USE OF CANDLES AND INCENSE IS NO LONGER PERMITTED
ANYWHERE IN THE BUILDING.**

**THIS POLICY IS IN LINE WITH POLICIES OF OTHER RESIDENTIAL
BUILDINGS.**

**PLEASE CONSIDER THIS TO BE IN EVERYONE'S BEST INTEREST.
COMPLIANCE WILL MAKE THIS BUILDING A SAFER PLACE TO LIVE.**

- 1. CANDLES & INCENSE ARE FIRE HAZARDS.**
- 2. CANDLES & INCENSE PRODUCE SMOKE THAT MAY ANNOY OR
INTERFERE WITH THE HEALTH OF OTHER RESIDENTS.**
- 3. REGULAR USE OF THESE ITEMS CAUSES EXCESSIVE SMOKE
DAMAGE TO THE PREMISES.**

THANK YOU FOR YOUR UNDERSTANDING.