

# Residential Lease

For due consideration received by both parties, **Thomas Parchman**, with a mailing address of 133 Coyle Street, Portland, ME 04103, (hereinafter called the "Landlord"), hereby leases certain premises described below to **Mark Rucci, Brittney Huneke, and Brian Philbrook**, (hereinafter called "Tenant"), and said Tenant hereby leases said premises from the Landlord, all on the following terms and conditions:

1. **PREMISES:** Apartment #1 (the "Apartment") in the building (the "Building") located at 133 Coyle Street, in the City/Town of Portland, Maine. The Apartment is leased unfurnished. The Tenant understands and agrees that this is a No-Smoking building, and smoking of any material is prohibited anywhere on the premises, including outdoors.

2. **TERM:** This Lease shall have a term of one year, commencing on August 1, 2015, and ending on July 31, 2016. Tenant agrees to inform the Landlord 90 days in advance of the end of the term if Tenant desires to extend the term of this Lease, and in such event the parties will discuss the feasibility and terms of such proposed extension. No right to extend is given to Tenant hereby, and the granting of any extension requested by Tenant shall be at the sole discretion of Landlord. This lease will terminate if the building is sold. The Landlord will make an effort to ensure the Tenant is given reasonable notice prior to any impending sale.

3. **RENT:** The Tenant will pay rent for the Apartment in the amount of \$1175 [one thousand one hundred seventy five dollars] per month, payable to Landlord at the above address without notice on the first day of each month, in advance, without any reduction, deduction or setoff whatsoever. The Landlord may assess a late payment fee of Four Percent (4%) of any payments not made within 15 days of the date when due. This does not permit Tenant to wait until the fifteenth day of the month to make rent payments. Tenant will be in default immediately if rent is not paid on or before the first day of the month. A \$25.00 fee will be charged on any checks returned for insufficient funds.

4. **USE; MAINTENANCE:** The Apartment shall be occupied only by the above named Tenants. Any visitor who stays at the Apartment for more than 10 total days or nights in any 30-day period, or who pays any rent or provides any value whatsoever to Tenant for the right to stay at the Apartment, shall be conclusively considered to be in residence at the Apartment. Tenant shall occupy, and shall allow the Apartment to be occupied, only for residential purposes. Tenant shall not do or allow anything in the Apartment or the Building that could increase Landlord's fire insurance rates or cause any of Landlord's insurance to be adversely affected. All occupants of the Apartment (including household members, visitors and children) must at all times obey all provisions of this Lease, all Building rules in effect from time to time, and all laws and ordinances. Tenant shall be fully responsible for any failure of any of said persons to comply with any of the foregoing,

and for all actions of any of said persons while at the Apartment or at or in the Building, or on its grounds, and for all damage, noise and actions of any pet owned or kept at the Apartment or the Building for any amount of time by Tenant, or by any of such persons. Landlord shall have the right to remove from the Building immediately and without notice any visitors who do not so comply. Landlord is not responsible for violation of said rules by any person in the Building. Tenant acknowledges receipt of a copy of the current rules. Tenant must keep the Apartment clean and neat at all times, and must keep all trash and garbage in closed containers within the Apartment at all times. No guests shall be allowed to stay for more than ten (10) days. Landlord shall be solely responsible for lawn mowing, snow plowing and the clearing of ice and snow from driveways at Landlord's expense. The Tenant shall be responsible for the removal of snow and ice on all exterior walkways, decks, stairs, and entryways at all times, and for appropriate salting or sanding of all of said areas in winter months. The Landlord will provide salt and shovels as needed, and it is the Tenant's responsibility to notify the Landlord if supplies of salt are low and need replenishment. Tenants and guest are required to move their cars after a snow storm to facilitate snow removal. Landlord shall also be responsible for maintenance and repair of the exterior, common areas and grounds of the Building, including glass replacement, except for matters for which Tenant is expressly made responsible by the terms of this Lease, and unless the need for such maintenance or repair was caused by the negligence of Tenant or Tenant's family members, guests or invitees, in which case Landlord shall make the needed repairs or perform the required maintenance, but Tenant shall reimburse Landlord for the cost of such maintenance or repair immediately on demand therefor by Landlord. The Landlord shall be responsible to pay all real estate taxes on the Building, and for Landlord's own property insurance. Tenant agrees to give prompt notice to Landlord of any problems with appliances, equipment, building systems, structures or otherwise in connection with the leased Premises.

5. UTILITIES: Tenant shall pay for all utilities used by Tenant, including but not limited to electricity, gas, telephone, and cable television, and any other utility services used by Tenant with the exceptions of water and sewer, which are paid by the Landlord. Except as provided by law, interruption of any such services shall not constitute an eviction nor shall it entitle Tenant to any compensation or abatement of rent, but Landlord shall use its best efforts to restore service as promptly as practicable. Tenant shall be responsible for any telephone, internet, cable television and other data or communications services for the Apartment, all of which shall be in the Tenant's name. Landlord hereby notifies Tenant that the City of Portland charges for bags, and that the City of Portland recycles. It is the Tenant's responsibility to have all trash bagged in approved City of Portland trash bags and in place on curbside no earlier than 5:00 p.m. the day prior to regular trash pick up day. Trash must be put out for pickup every week. There will be a \$50 per bag, per occasion charge incurred if Landlord must handle Tenant's trash. It is the Tenant's responsibility to pick up all trash disturbed by animals, wind, etc. Tenant will be responsible for all costs of trash and recycling removal related to the Tenant's use of the Apartment. The Tenant's obligation to pay for any charges referred to in this paragraph shall survive the expiration or termination of the term of this Lease. The Tenants acknowledge that the rental cost includes a ten dollar per month reduction in rent as

compensation for electricity used for lights and other items used in common with other building tenants, and that this is fair and reasonable.

6. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet all or any part of the Apartment. Any attempt to so assign or sublet shall be utterly void and of no effect whatsoever, unless consented to in advance and in writing by the Landlord in each instance.

7. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements in or to the Apartment without Landlord's prior written consent, to which Landlord may attach conditions. All materials attached to the Building by either party, including all paneling, partitions, carpeting, floors, storm windows, screens, window shades, curtains, draperies, and electrical, gas, oil or water appliances, shall, at Landlord's option, become the sole property of Landlord, and, at Landlord's option, shall remain in and be surrendered with the Apartment, as part thereof, at the end of the lease term. Tenant shall promptly remove any alterations made by Tenant and not desired by Landlord upon expiration or termination of this Lease and Tenant shall promptly, and at Tenant's expense, repair any damage to the Apartment resulting from such removal, which may include painting and patching of walls, among other things.

8. LOSS, DAMAGE TO PERSONALTY: All of Tenant's property in the Apartment shall be held at Tenant's sole risk, and Landlord shall not be liable for any loss, damage or destruction of said property, by fire, theft, or any other cause. The Landlord and its employees and agents shall not be liable for any injuries to any person or damages to property due to the Building or the Apartment or any part thereof, or any appurtenance thereof, being in need of repair or due to the happening of any accident in or about the Building or the Apartment or due to any act or neglect of any tenant of the Building or of any employee or visitor of Tenant. Without limitation of the foregoing, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, roofs, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment, other personal property and the like situated at the Premises, whether owned by the Tenant or others. Contents insurance shall be the sole responsibility of Tenant. Tenant agrees to maintain at all times during the term of this Lease a policy of renter's insurance insuring the Tenant's personal property at the Apartment, and also including public liability coverage in an amount acceptable to Landlord, naming Landlord as an additional insured if Landlord so requests. Tenant further agrees to deposit with the Landlord one or more certificates of all such insurance prior to the commencement date of this Lease, and to replace each such certificate (and any successor certificates) with new certificates of such insurance not less than 30 days prior to the expiration of the previous insurance certificate. Landlord is hereby authorized by Tenant to verify at any time and from time to time the existence and extent of such coverage directly with the agent and/or issuer identified on any such insurance certificate. If Tenant fails to maintain any such insurance required under this Lease, the Landlord may (but shall not be obligated to) procure the same on Tenant's behalf and at Tenant's sole expense, and Tenant agrees to reimburse the Landlord for the cost thereof immediately upon request therefor by

Landlord. Tenant agrees to hold Landlord harmless from all claims by Tenant or any other person claiming by, through or under Tenant by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal property located in or about the Apartment or the Building belonging to Tenant or others, whether or not caused by a condition of the premises. Tenant agrees to care for and maintain in good condition the Apartment and all property of the Landlord contained in the Apartment on the date of this Lease, and to return all of Landlord's property to Landlord in good condition upon the expiration or termination of this Lease. Any damage to Landlord's property contained in the Apartment or to the Apartment shall be the responsibility of the Tenant to repair or replace, reasonable wear and tear only excepted, at Tenant's expense.

9. DAMAGE TO OR DESTRUCTION OF THE APARTMENT: If the Apartment or the Building shall be so damaged by fire or other cause beyond the control of and without the negligence of Tenant, persons living with Tenant, or their employees, guests or invitees, so as to be wholly untenable, and in the judgment of Landlord the Apartment cannot in the exercise of reasonable diligence be rendered tenantable within a period of thirty (30) days from the date of said damage, this Lease shall terminate, the termination to be deemed effective on the day following such damage, but such termination shall not affect the obligations of Tenant existing at the date of termination. If, in the judgment of Landlord, the damage may be repaired within thirty (30) days (whether or not repair is actually completed within such period), this Lease and the term hereunder shall not terminate, and Landlord shall proceed at Landlord's expense to repair such damage, and the rental hereunder shall abate proportionately according to the nature and extent of such damage until such repairs shall have been completed by Landlord.

10. ACCESS TO PREMISES: Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the Apartment, to serve other parts of the Building. Landlord and Landlord's contractors and agents shall have the right to enter the Apartment at reasonable times and from time to time to examine the same, and to show the same to prospective purchasers, mortgagees, contractors, workers or tenants, and to perform such maintenance (including painting) and make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord agrees to exercise reasonable efforts to give telephonic or other notice to Tenant in advance of any such entry or work to be performed, but no such effort or notice shall be required in case of an emergency.

11. DEFAULT: If: (i) the Apartment shall be abandoned by Tenant; or (ii) Tenant defaults in the payment of any rent or other sum when due, whether or not demanded; or (iii) Tenant defaults in the performance of any other covenant to be performed or observed by Tenant under this Lease, or violates any term or condition of this Lease, for ten or more days after Landlord gives to Tenant notice of such default; or (iv) there shall be commenced by or against Tenant any proceeding in bankruptcy; or (v) the police are called to the Building because of the activities of Tenant or Tenant's family members, guests or invitees at any time; or (vi) Landlord has given Tenant three (3) or more violation or default notices under this Lease within any 12-month period, even if the defaults or violations have been cured within the applicable cure periods, then and in any one or more

of such events Landlord may, at Landlord's sole election, terminate this Lease by entry upon the Premises or by written notice, and the term hereof shall terminate immediately upon such entry or upon the giving of such notice, and Tenant shall thereupon quit and surrender the Apartment to Landlord, and Landlord may, without further notice, re-enter the Apartment and recover possession thereof with or without legal process and dispossess Tenant and remove Tenant's effects. In case of termination of the term of this Lease for any such cause, Landlord shall be deemed to have waived no rights hereunder, and shall be entitled immediately as of the date of such termination to recover damages, which may include, without limitation, (i) the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, which shall become due in its entirety as of the date of any such termination, less any proper credits, and (ii) any and all other expenses of Landlord whatsoever incurred in connection with the retaking of possession of the Apartment, the removal and storage of Tenant's effects, the reletting of the Apartment and the recovery of damages. Any demand or notice to Tenant under this or any other section of this Lease shall be deemed effective and delivered to Tenant when (i) delivered in hand to the Tenant or to any other person of suitable age and discretion then residing or present in the Apartment, or (ii) mailed to Tenant by certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Apartment or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands to Tenant hereunder shall be mailed. Any demand or notice to Landlord under this Lease shall be deemed effective and delivered to Landlord when delivered in hand to the Landlord, or three business days after the same is mailed to Landlord by certified mail, return receipt requested, postage prepaid, addressed to Landlord at its address given at the head of this Lease, or at such other address as Landlord may designate to Tenant in writing as the address to which all notices and demands to Landlord hereunder shall be mailed. Landlord shall be entitled to collect from Tenant all attorney's fees incurred in the enforcement of this Lease in the event that the Landlord prevails after a contested hearing to enforce the terms hereof, in a case of wanton disregard of the terms hereof, and as may otherwise be permitted by law from time to time.

12. END OF TERM: Upon the expiration or other termination of the term of this Lease or any extension or renewal thereof, whether by reason of Tenant's default or otherwise, Tenant shall surrender the Premises to Landlord, thoroughly cleaned per Landlord's standard requirements, in as good condition as they now are or may later be put into by the Landlord or the Tenant, excepting only ordinary wear and tear, and damage by fire or other inevitable accident not the fault of any occupants of the Apartment or their visitors. Tenant shall remove all of Tenant's personal property and trash from the Premises upon the termination or expiration of the term. The Tenant shall have the right to terminate the term of this Lease early, by giving the Landlord notice in writing thereof together with the sum of two (2) months' rent as an early termination fee. The Tenant's notice must specify the termination date, which must be on the last day of a calendar month, and which must be at least 30 days after the date of delivery of the notice. Any notice not in accordance with the requirements of this section, or which is not accompanied by the required early termination fee, shall at the Landlord's option be void and not effective to terminate this lease early.

properly disposed of through a functioning garbage disposal; (h) create or permit any holes in any walls or in any other part of the Building; (i) paint any part of the Apartment; (j) interfere, modify or deal with any wiring, electrical or other utility installation in the Building; (k) commit or permit any damage to the Apartment or the Building, including but not limited to damage caused by any pet; (l) allow any yard sale or similar sale anywhere on the Building premises; (m) allow trash, discarded items, junk or other refuse to accumulate in the Apartment or the Building for more than two (2) days, unless contained in a closed trash container within the Apartment; (n) enter into any restricted areas of the Building for any purpose; (o) overload or improperly operate any appliances, electrical outlets, Building utility systems or Building floors, or in any other manner commit waste of the Apartment or the Building; (p) have any water-filled furniture in the Apartment; or (q) engage in or permit any activity which is loud, disruptive, abusive, unsightly, illegal, dangerous, creates foul odors, causes or constitutes a nuisance, or otherwise disturbs, harasses or intimidates any other occupant of the Building, or of any abutting or nearby property; or (r) engage or allow others to engage either in smoking of any tobacco or other products, or in the use or sale of any illegal drugs (including but not limited to any abuse of prescription drugs) at or involving the Apartment in any way. In the event of any violation of any term of this Lease, Landlord shall have the immediate right without waiving the default to cure the same at Tenant's expense, and Tenant shall reimburse Landlord for all of the costs thereof within 5 days after demand therefor by Landlord.

16. GENERAL: This Lease shall inure to and be binding upon the respective heirs, successors and assigns of the parties. This Lease is governed by the laws of the State of Maine. If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all persons included in the "Tenant" hereunder shall be joint and several. The headings in this Lease shall not be taken into account in construing the meaning of the provisions hereof. No waiver by Landlord of any breach of this Lease shall be effective unless it is in writing, and such a waiver shall not be considered to be a waiver of any other breach.

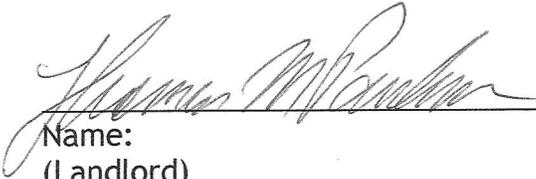
17. NO REPRESENTATIONS: Except as otherwise provided by law, Landlord makes no representations as to the condition of the Apartment or as to any of the contents thereof, or of any personal property located therein, and the Tenant accepts the same in their present condition, as is.

18. INDEMNIFICATION: Tenant covenants and agrees to forever save and hold Landlord harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the Premises, and all other loss or damage whatsoever, caused by the negligence or willful act or omission of Tenant, or Tenant's family members, invitees or guests, or resulting from Tenant's failure to comply with any of Tenant's obligations under this Lease, or resulting from or in any connection with any activity occurring on or about the Premises or in the Building.

19. DISCLOSURES: The Landlord and the Tenant hereby stipulate and agree that the disclosures concerning lead paint attached hereto are incorporated herein by this reference, and form an integral part of this Lease.

**20. DISTURBANCES & NUISANCES; MUSIC:** Tenant agrees not to make or permit disturbing noises or nuisances on premises, which would reasonably interfere with the rights, comforts, or conveniences of other tenants, or property owners. The Tenant agrees to maintain acceptable standards relating to noise, untoward odors, refuse disposal, pets, parking, and areas of common use. If any pets are allowed per the terms of this agreement it is the Tenant's sole responsibility to ensure inside premises and grounds are free from noise, excrement, smell, and physical damage. If Landlord at any time removes excrement from the Premises there will be a \$50 charge incurred. Landlord retains the right after two notifications to Tenant concerning complaints with pets to terminate the Tenant's right to occupy the Apartment, but Tenant will still be liable to pay the rent and all other charges for the remainder of the term. The Tenant acknowledges and consents that the Landlord and others teach music lessons in the building, and that no music, practice sessions, lessons, rehearsals, or any other related activities are cause for any complaint by Tenant, and Tenant hereby consents to the same.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals on the 20<sup>th</sup> day of July, 2015.

  
Name:  
(Landlord)

  
Name: Brian Philbrook  
(Tenant) Social Security No.:

Name: Mark Reiss  
(Tenant) Social Security No.

Name: Brittney Huneke  
(Tenant) Social Security No.  
Brittney Huneke