

1. PARTIES TO THIS LEASE

The parties to the lease are:

LANDLORD:

Rachel Roberts  
1128 Channing Way  
Berkeley, CA 94702  
207-671-0015 cell

TENANTS: Lisa Miles

Jason Fredenburg

2. MANAGING AGENT

If the landlord employs an agent to manage this residence, the agent is:

Alan Twombly  
16 Shady Lane  
Falmouth, ME 04105  
207-653-5105 cell

3. RESIDENCE LOCATION

This residence is an apartment and is located at 37 Arlington Street, 1st Floor, Portland, Maine 04101.

4. LENGTH OF LEASE

- A. *Initial Rental Period.* The landlord will rent this residence to the tenant for twelve (12) months. This term shall begin on the 1<sup>st</sup> day of March 2015 at noon.
- B. *Extended Stay.* If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing “**tenancy at will**” and the tenant will rent from month-to-month. All terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party at least 30-days written notice. This notice must expire on or after the date through which rent has been paid. The first month’s rent of this Extended Stay lease is due **on the day after** the Initial Rental Period (paragraph A) ends.
- C. *No Extended Stay.* The landlord can refuse to allow the tenant to become a month-to-month tenant at the end of the lease. To do so she must so inform the tenant at least thirty (30) days before the end of the Initial Rental Period (paragraph A). The tenant must then leave the residence no later than the last day of the Initial Rental Period.

5. RENT PAYMENTS

- A. *Rental Amount.* The rent for this residence is \$1,050 per month. The tenant shall pay the rent for each month on the 1<sup>st</sup> day of that month and deposit the money into the landlord’s bank account. If there are charges in addition to this rent they are listed below in paragraph C.
- B. *Paying the Rent.* The rent should be paid to Rachel Roberts. The landlord can assess a penalty charge of 4% of the monthly rent once the payment is five (5) or more days late.
- C. *Additional Charges.* In addition to the monthly rent, the tenant also agrees to pay the landlord the following charges: none.

6. SECURITY DEPOSIT

- A. *Amount of Security Deposit.* The tenant has paid the landlord \$1,050 as a Security Deposit. The Security Deposit is in addition to rental payments and should 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. The landlord will not require a Security Deposit of more than two months rent.
- B. *Return of the Security Deposit.* The 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 apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant, the tenant's family, invitees or guests;
- (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 to the tenant 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.

## 7. MOVING IN

If the residence is not ready to move into on the day the rental period begins (see Section 4, "Length of Lease"), the tenant may cancel the lease and receive a full refund. If the tenant chooses to wait until the residence is ready, then the rental period will begin the first day the tenant moves in and the first month's rent payments will be proportionately reduced.

## 8. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows:

<u>UTILITIES/SERVICES</u>	<u>LANDLORD</u>	<u>TENANT</u>
Electricity		X
Natural Gas		X
Sewerage	X	
Trash Removal	X	
Yard Maintenance	X	
Snow Removal		X
Hot Water		X
Cold Water	X	

## 9. TENANT 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. The total number of persons residing in this residence cannot exceed three (3) persons, which includes one minor.
- B. *Damage.* The tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by the tenant, the tenant's family, invitees or guests shall be repaired by the tenant at the tenant's expenses. 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 prior written consent by the landlord.

## 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 including keeping the apartment free of bedbugs. 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, the landlord agrees to provide the tenant with both the federal lead-based paint hazard notice and brochure, unless the housing is specifically exempt from this requirement.

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 fourteen (14) days prior written notice to the landlord and meet other Maine statutory requirements. The tenant cannot withhold more than \$500 or one half of the monthly rent, whichever is greater. This state law does not apply if the residence is in a building of five (5) or less residences, one of which is occupied by the landlord.
- (2) *Failure to provide utilities.* If the landlord fails to provide electric, gas or water utilities as agreed to in Section 8 of this lease, State law allows the tenant to pay for these utilities and deduct the amount paid from the rent due.
- (3) *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 three (3) days notice.

## 11. LANDLORD ENTRY INTO THE RESIDENCE

Except for emergencies, the landlord may enter the apartment only during reasonable hours and after obtaining the tenant's consent at least 24 hours in advance. The tenant may not unreasonably withhold consent to the landlord to enter the residence.

## 12. BUILDING RULES

The tenant agrees to obey all building rules describing tenant conduct and responsibilities. The landlord may make reasonable additions or changes to these rules, upon adequate notice to the tenant.

- (1) No items of any type are permitted to be left in the building's hall or entryways.
- (2) No items of any type are permitted to be left on the porches.
- (3) All trash will be bundled in Portland city-approved plastic bags with tops securely tied and deposited in trash areas provided. Papers, cans, bottles, etc. may be placed in the recycling bin provided and must be taken out to curbside on trash day.
- (4) No smoking in the building or near the entryways.
- (5) Locks may not be changed nor may additional locks be installed on the doors without permission of the landlord. Landlord must be provided with a key to any lock tenant is permitted to install.
- (6) Loud/objectionable noises are not permitted between the hours of 10 P.M. and 8 A.M.
- (7) Packages, cans, bottles, flowerpots, boxes or any other articles will not be permitted on outside windowsills. Entering and leaving the premises via windows is not permitted except in case of emergency.
- (8) Tenant will be responsible for all damages to apartments beneath his/hers, caused by overflow from drains or plumbing due to neglect by person(s) using the premises. No outside drains or outside aerials are permitted.
- (9) Dust mops and rugs are not to be shaken out of windows. No objects of any kind are to be thrown or hung out of the windows.
- (10) No waterbeds are permitted.
- (11) A shower curtain is to be hung in front of the window in the bathroom to prevent wood rot.
- (12) If tenant locks him/herself out of the premises, there is a \$25 charge to unlock a door during regular business hours. The charge will be \$50 for this service after business hours, weekends and holidays.

- (13) No visitor parking is permitted. Only tenants may park in the spaces designated. First floor apartment tenants may park, facing the building, in the two spots on the far left, one behind the other.
- (14) Tenant is responsible for snow removal for his/her designated parking spaces.
- (15) Tenant is responsible to maintain apartment smoke detectors in working condition. Tenant is to report any malfunction to the landlord immediately upon detection.

### 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 in the building or violates any state law or local ordinance. The landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the tenant's peace and quiet.

### 14. EVICTION FOR VIOLATIONS OF LEASE

- A. *Notice of Violation.* Serious or repeated violations of the terms of this lease can result in termination of the lease and eviction of the tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by a tenant (see Paragraph C), if the tenant does not live up to the terms of this lease the following will occur:
  - (1) The landlord will deliver to the tenant a written notice describing the violation and demanding that the tenant cease the lease violation within ten (10) days of delivery of the notice.
  - (2) If the tenant does not comply within that ten day period, the landlord will deliver to the tenant a second written notice that the lease will end within thirty (30) days. On that day, the lease term automatically terminates, and the tenant will leave the residence and return the keys to the landlord.
- B. *Eviction For Failure To Pay Rent.* If the tenant is 14 days or more late in paying the rent, the landlord may send a notice that states that the lease will end within seven (7) days, unless the tenant pays all overdue rent and late charges before that seven day period ends. If the tenant fails to pay the rent, the lease term automatically terminates, and the tenant will leave the residence and return the keys to the landlord.
- C. *Eviction For Dangerous Acts.* If the tenant's actions pose an immediate threat to the health or safety of other residents or the landlord or the landlord's employee's, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.
- D. *Notice of Termination.* The landlord must notify the tenant in writing when the lease is terminated. This notice must:
  - (1) State the reasons for termination with enough specificity to allow the tenant to prepare a defense;
  - (2) Advise the tenant that if a judicial proceeding for eviction is commenced the tenant has the right to present a defense in that proceeding; and
  - (3) Be served on the tenant by sending a prepaid first class properly addressed letter (return receipt requested) to the tenant at the residence or by delivering a copy of the notice to the residence.
- E. *Forcible Eviction.* The landlord will not physically force the tenant out by removing the tenant's possessions or by changing the lock on the tenant's door or by any other methods. The tenant can be forcibly removed from the residence only by a law enforcement officer after a Maine Court has ordered eviction. The tenant will be given prior notice of the court eviction hearing and will have a chance to testify. Only after this hearing can the court order the tenant's forcible eviction.

### 15. NOTIFYING THE LANDLORD OR TENANT

- A. *Notices to the Tenant.* Unless otherwise required in this lease or by law, any notice from the landlord to the tenant will be valid only if:
  - (1) it is in writing; and
  - (2) it is addressed to the tenant at the residence and personally delivered to the tenant's 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 or, if appropriate, to the landlord's managing agent at the address given in this lease. 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

The tenant agrees not to sublease or assign this residence without the prior written consent of the landlord.

18. OCCUPANTS

The residents listed below shall be the sole occupants of the leased premises:

Lisa Miles and her daughter

Jason Fredenburg

19. PETS

The tenants have no pets.

20. CONDITION OF THE RESIDENCE AT THE TIME THE LEASE IS SIGNED

Prior to signing this lease the landlord's agent and the tenant did \_\_\_ did not \_\_\_ inspect the residence together. If they did inspect the residence, their findings were as follows:

A. Residence defects. The following substantial defects were observed:

B. Landlord work or repairs. The following work or repairs to be done by the landlord were agreed upon:

C. Tenant work or repairs. The following work or repairs to be done by the tenant were agreed upon (indicate whether tenant or landlord is responsible for the expense):

D. Conditions that will remain unchanged. The following residential conditions were agreed would remain unchanged:

21. WHEN THE LEASE ENDS

When the lease ends, the tenant agrees to return the residence in the same condition as it was at the start of the lease, except for normal wear and tear and except for those inspection items, which were noted in Section 20 of this lease and not repaired. The tenant will have to pay for damage to the residence only if the tenant or the tenant’s family, invitees or guests caused the damage. The tenant must return the keys to the residence or else the tenant can be considered a “hold-over” tenant and still obligated to pay monthly rent.

22. OTHER AGREEMENTS

The landlord and the tenant also agree to the following:

23. CONFLICT WITH STATE LAW

If any provision of this lease conflicts with state law, the state law shall take precedence.

24. REQUIRED LANDLORD DISCLOSURES

The landlord is required by state and federal housing law to give tenants the following disclosures.

A. For tenants living in pre-1978 housing:

(1) Maine Warning: Lead-Based Paint Hazards;

(2) Acknowledgement of Federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; and

(3) EPA Brochure, *Protect Your Family from Lead in Your Home*.

B. For tenants living in pre-1978 housing, a 30 day Lead Laced Dust and Debris Warning Before Undertaking Renovations (14 M.R.S.A. 6030-B).

C. Residential Energy Efficiency Disclosure Statement (14 M.R.S.A. 6030-C).

These premises were built before 1978 and may have lead paint. I have received the above listed disclosures.

Landlord:\_\_\_\_\_ Tenant:\_\_\_\_\_

Tenant:\_\_\_\_\_

25. SIGNATURES

The tenant and landlord have each received identical copies of the lease, each copy signed and dated by both landlord and tenant.

\_\_\_\_\_  
(date)

\_\_\_\_\_

\_\_\_\_\_  
(date)

\_\_\_\_\_

\_\_\_\_\_  
February 17, 2015

\_\_\_\_\_  
Rachel Roberts