

MAINE RESIDENTIAL LEASE
Made the 22nd day of December 2006.

1. PARTIES TO THIS LEASE

The parties to this lease are:

LANDLORD

TENANT

Name: TKL Enterprises
Address: C/O Drinan Properties, Inc
P.O. Box 2407
South Portland, ME 04116-2407

Name: Donald C. Elliot
Address: Harpswell, ME
Cell # : 751-1839

Telephone

Contact Information:

Kim Myers: cell # 632-0354, Work# 799-6828 kimberly.myers@verizon.net
Lucas Myers: cell # 252-0241,

3. RESIDENCE LOCATION

This residence is a house, apartment, condominium (check one).

It is located at: **71 Concord Street #2, Portland ME 04103**

4. LENGTH OF LEASE

- A. Initial Rental Period.** The landlord will rent this residence to the tenant for about eight months. This term shall begin on the 12th day of January 2007 and shall end on 31st day of August 2007. (The Tenant has prepaid the entire rent due for the initial lease term, 1/12/07-8/31/07. See attached Schedule A).
B. No Extended Stay shall be allowed without prior written consent of the Landlord.

5. RENT PAYMENTS

- A. Rent Amount.** The rent for this residence is \$ 1000.00 a month. The tenant shall pay the rent for each month on the 1st day of that month. 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: **The landlord (TKL Enterprises) and mailed to Drinan Properties (address above).** The landlord can assess a penalty of four (4)% of the monthly rent once payment is 15 or more days late.
C. Additional Charges. In addition to the monthly rent, the tenant also agrees to pay the landlord the following charges (describe the reason for the charge, the amount, and when it should be paid):

6. SECURITY DEPOSIT

- A. Amount of Security Deposit.** The tenant has paid the landlord \$ 1000.00 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. 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 apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant, the tenant's dog, invitees or guests;

JES
12/27/06 E.M. 12/27/06

(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.

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 with 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:

	Landlord	Tenant	Description
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Natural Gas from Northern Utilities
Heating Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Propane Gas	N/A	N/A	
Sewerage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City pick up Curbside by Friday 7AM. Recycling is same day.
Trash Removal	City	City	
Yard Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Window AC unit ok. Electric water heater Also internet paid by Tenant
Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Hot Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cable Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

The landlord will also provide the following services: N/A

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 2.

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 condominiums 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 expense. 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

gc 2 12/27/06
K.M. 12/27/06

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, 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 14 days prior written notice to the landlord and meet other Maine statutory requirements. The tenant cannot withhold more than \$250 or one half of the monthly rent, whichever is the greater. This state law does not apply if the residence is in a building of 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, water or telephone 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(s) of the damage and will be refunded any prepaid rent for day(s) that the house is unlivable and may cancel the lease on 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. A written copy of these rules shall be given to the tenant when the tenant signs this lease. The landlord may make reasonable additions or changes to these rules, upon adequate notice to the tenant.

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 VIOLATION 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 10 days of delivery of the notice.

SES 12/27/06

K.M
12/27/06

(2) If the tenant does not comply within that 10 day period, the landlord will deliver to the tenant a second written notice that the lease will end within 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 in 7 days, unless the tenant pays all overdue rent or late charges before that 7 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 employees, 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 method. 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;
- (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:
Donald Elliot and his son Gabriel

19. PETS

The tenant may may not (check one) maintain pets in the residence.
See clause 22f for qualifying language

DEC 12/27/06

12/27/06
K.M.

20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Prior to signing this lease the landlord and the tenant did did not (check one) inspect together the residence. If they did inspect the residence, their findings were as follows:

A. Residence defects. The following substantial defects were observed: ~~See clause 22#k~~ K.M.
JC

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 which 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 repair. The tenant will have to pay for damage to the residence only if the damage was caused by the tenant or the tenant's family, invitees or guests. 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:

- a. No Smoking is allowed in the Premises.
- b. Trash (in City blue bags) and recycling shall be placed curbside by Friday for city pick up.
- c. The Tenant has prepaid August 2007 rent in the amount of One Thousand & 00/100 Dollars (\$1000.00). For the Tenant to stay beyond 31 August 2007, the Tenant shall enter into a new leasehold arrangement with the Landlord on or before 15 July 2007. The Tenant shall then pay August 2007 rent on 8/1/07 and the prepaid August 2007 rent in the amount of \$1000.00 shall remain in escrow to be used for the last month's rent or a portion thereof.
- d. The Tenant shall take all precautions necessary to protect the wood floors from scratches etc.(Area rugs, furniture leg protectors etc.)
- e. **Pets:** Tenant shall be allowed to have one dog named Chessie. The Tenant shall be responsible for any and all actions of, and damages caused by, the dog, especially with regard to the wood floors and wood trim. In addition, the Tenant shall clean the yard of dog droppings a minimum of 3 times per week. No other pet shall be allowed to live on the premises without prior Landlord written permission.
- f. **LOSS OR DAMAGE:** The Tenant shall acquire "Tenant's Insurance".
The Tenant agrees to indemnify and save the Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Tenant, his family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons, or from any violation of the terms hereof. All personal property in any part of the building or within the control of the Tenant shall be at the sole risk of the Tenant. The Landlord shall not be liable for damage to or loss of property of any kind which may be lost, stolen, damaged, or destroyed whether or not caused by the negligence of the Landlord, his employees or agents, while on the leased premises or in any storage space in the building. In addition, Tenant's insurance company must provide, directly to Landlord or his agent, current certificate of Insurance upon entering the property, outlining full details of insurance coverage, including personal liability coverage. All the Tenant's property on the premises shall be at Tenant's own risk and Landlord shall not in any way be responsible therefore.
- g. Laundry: Tenant shall be able to use the washer and dryer located in the basement. The fee for laundry privileges are as follows: \$1.50 per wash load (cold water only is available) and \$2.00 per dry load. Tenant understand this is a privilege based on the honor system and if this system does not work at anytime the Landlord reserves the rights to no

805 12/27/06

12/27/06
K.M.

longer allow laundry services. Tenant shall be allowed to use the clothes line in the yard as an alternative to using the dryer. Tenant is responsible for keep track of their laundry use and paying monthly the total due. Tenant shall fill out the provided laundry slips and mail payment to the landlord by the 1st of each month.

h. Snow removal: Tenant has received a copy of the letter dated 12/12/06 which outlines the snow removal policy.

i. Tenant shall be allowed to store items in the basement at the Tenants own risk. The Landlord is not responsible for any of the Tenants personal property. Storage in the basement shall be limited to the 2 designated palettes and all items shall be clearly labeled.

j. Tenant shall be allowed 2 parking spaces in the driveway.

k. The Tenant shall be allowed to have a roommate. However, the Roommate will need to submit an expectable application to the Landlord prior to occupying the premise. The Tenant understands that they are still solely responsible for the property and any and all damage caused to the property.

23. CONFLICT WITH STATE LAW

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

24. SIGNATURES

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

Date 12/29/06 Tenant: Donald C. Elliot Donald C. Elliot

Date 12/27/06 Kimberly Myers
Kimberly Myers, TKL Enterprises

File: LeaseElliot



DRINAN PROPERTIES INC.

Schedule A

Premises: 71 Concord Street #2, Portland ME 04103

Landlord: TKL Enterprises Tenant: Donald Elliot

Money due/paid:

A. January 2007 (20 days @ \$32.25 per/day) \$ 645.00

B. February 2007 through August 2007 Rent:
7 months @ \$ 1000.00= \$ 7000.00

B. Security Deposit: \$ 1000.00

TOTAL DUE: \$ 8645.00*

* check made payable to TKL Enterprises

187
52-8756/2112
BRCH01

12/27/06 Date

DONALD C. ELLIOT
75 WAGG RD.
BOWDOIN, ME 04287

Pay to the order of TKL Enterprises \$ 6,000

One Thousand and no/100 Dollars

ATLANTIC REGIONAL FEDERAL CREDIT UNION
55 Cushing Street
Brunswick, Maine 04011
www.atlanticregionalfcu.org
Cash the Name to Financial Security

For Sec. dep 71 Concord Donald C. Elliot

⑆ 211287560⑆ 700110727992⑈ 0187

© LIBERTY

finElliot

P.O. Box 2407
South Portland, Maine 04116-2407
Phone (207) 799-0829 or (207) 799-6828
www.drinanproperties.com (207) 767-0297



DRINAN PROPERTIES INC.

Schedule A

Premises: 71 Concord Street #2, Portland ME 04103

Landlord: TKL Enterprises Tenant: Donald Elliot

Money due/paid:

A. January 2007 (20 days @ \$32.25 per/day) \$ 645.00

B. February 2007 through August 2007 Rent:
7 months @ \$ 1000.00= \$ 7000.00

B. Security Deposit: \$ 1000.00

TOTAL DUE: **\$ 8645.00***

* check made payable to TKL Enterprises.

DONALD C. ELLIOT
75 WAGG RD.
BOWDOIN, ME 04287

191
52-8758/5112
BRCH01

Jan 10, 2007
Date

Pay to the Order of *TKL Enterprises* \$ *7,645.00*

Seven Thousand Six Hundred and forty five and ⁷⁰/₁₀₀ Dollars

ATLANTIC REGIONAL FEDERAL CREDIT UNION
55 Cushing Street
Brunswick, Maine 04011
www.atlanticregionalfcu.org

For *Amend & Turn 8/2007* *Donald C. Elliot* MP

⑆ 211287560⑆ 700110727992⑆ 0191

© LIBERTY

P.O. Box 2407
South Portland, Maine 04116-2407
Phone (207) 799-0829 or (207) 799-6828
www.drinanproperties.com (207) 767-0297