

MAINE RESIDENTIAL LEASE
Made the 2nd day of September 2015.

1. PARTIES TO THIS LEASE

The parties to this lease are:

LANDLORD

TENANT

Jointly and Severally:

Name: TKL Enterprises
Address: C/O Kim and Luke Myers
29 Spring Street
South Portland, ME 04106
Telephone

Name: Peter Bruton
Address: Freeport, ME
Phone: 207-449-2728
Name: Jennifer Meyers
Address: Portland, ME
Phone: 207-408-9575

Contact Information:

Kim Myers: cell # 632-0354,
Kim.js.myers@gmail.com
Lucas Myers: cell # 632-7247,

3. RESIDENCE LOCATION

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

It is located at: **81 Concord Street, Portland ME 04103**

4. LENGTH OF LEASE

A. Initial Rental Period. The landlord will rent this residence to the tenant for about a year and a half.

This term shall begin on the 1st day of October 2015 and shall end on March 31, 2017.

B. No Extended Stay shall be allowed without prior consent of the Landlord.

5. RENT PAYMENTS

A. Rent Amount. The rent for this residence is \$ 1500.00 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 Kim and Luke Myers (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 \$ 750.00 as a Security Deposit. (See Addendum A for break down of funds due/paid) 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

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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;
- (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 prorate the rent.

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"/>	
Heating Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oil from provider of tenant’s choice – see clause 22-h
Propane Gas	N/A	N/A	
Sewerage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Trash Removal	City	City	City pick up Curbside by Friday 7AM. Recycling is same day.
Yard Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	See clause 22-j
Snow Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	See clause 22-i
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tenant may use a window AC unit.
Hot Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electric water heater.
Cold Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cable Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Also internet paid by Tenant

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 4. Tenant shall be allowed to have guests stay at the house from time to time for a short period of time.**

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

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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, 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.

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(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 7 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:

Jennifer Meyers, Peter Bruton, Alexander Myers, and Jennifer's daughter on a part-time basis.

19. PETS

The tenant may may not (check one) maintain pets in the residence.

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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:

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 building or on 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 March 2017 rent in the amount of one thousand and five hundred & 00/100 Dollars (\$1500.00). For the Tenant to stay beyond 31 March 2017, the Tenant shall enter into a new leasehold arrangement with the Landlord on or before the 15th of February 2017. The Tenant shall then pay March 2017 rent on 3/1/17 and the prepaid March 2017 rent in the amount of \$1500.00 shall remain in escrow to be used for the last month’s rent or a portion thereof.
- d. Tenant shall take all precautions to protect the wood floors, including but not limited to, the use of area rugs, felt tips for furniture legs etc.
- e. Tenant shall not burn any candles unattended and if they burn candles often the Tenant may then be responsible for any smoke damage as a result of candle burning.

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.

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g. Tenant shall be allowed to hook up a washer and dryer in the basement. However they shall only use stainless steal hoses for connecting the washer to the water supply. Tenant may also use the existing washer in the basement at their own risk and the Landlord reserves the right but not the obligation to fix or repair the washer.

h. The Tenant hereby acknowledges that there are, at the time of occupancy, _____ working smoke detectors and _____ working CO detectors. It shall be the Tenant’s responsibility to replace the detector batteries as needed. The Tenant acknowledges that it is a crime to remove and/or dismantle and/or in any way disable the smoke and/or CO detectors. In addition, the Tenant shall contact the Landlord or Landlord’s Agent immediately in the event any detector is not working or the Tenant experiences any issue with any detector.

i. The Tenant is responsible for snow plowing and removal of snow from the steps and front city sidewalks. The Tenant is also responsible for any damage resulting from snow removal (i.e. plow trucks) and any fines from the city if the snow removal is not completed on the sidewalks within 24 hours of the snow stopping.

j. The Tenant will maintain the grounds and landscaping to Landlord’s satisfaction.

h. The Tenant shall purchase oil from Provider of Tenant’s Choice on a ‘keep-filled’ basis. The Tenant has received a _____ tank of oil (out of a 275 gallon tank) and will return a _____ tank of oil at end of tenancy. If more than a _____ tank of oil remains at the end of the tenancy, the Landlord shall pay the Tenant a prorated same day cash price for the difference. If less than _____ of a tank of oil remains, the Tenant shall pay the Landlord the prorated same day cash price for the difference.

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 9/3/2015 Tenant: Peter Bruton  DocuSigned by: Peter Bruton
359F6AC27D8F4C3...

Date 9/3/2015 Tenant: Jennifer Meyers  DocuSigned by: Jennifer Meyers
F36CA5F316C64CA...

Date 9/3/2015  DocuSigned by: Kimberly Myers
CE4895329FA842D...

Kimberly Myers, TKL Enterprises
File: LeaseMeyers

TKL ENTERPRISES

Addendum A to Lease Agreement dated September 2, 2015

Premises: 81 Concord Street, Portland, ME 04103

Landlord: TKL Enterprises

Tenant: Jennifer Meyers and Peter Bruton

Money due:

October 2015 Rent	\$ 1500.00
March 2017 Rent	\$ 1500.00
Security Deposit:	\$ 750.00
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TOTAL DUE:	\$ 3750.00

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AddendumA Meyers

Residential Real Property Disclosure Statement

MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

Kimberly Myers 9/2/15
Lessor Signature Date

Kimberly Myers TKL Enterprises
Lessor Name printed Partner

Lessor Signature Date

Lessor Name printed

DocuSigned by:
Jennifer Meyers 9/3/2015
F36CA5F816C64CA
Lessee Signature Date

Jennifer Meyers

Lessee Name printed

DocuSigned by:
Peter Bruton 9/3/2015
359F6A027D8E4C3
Lessee Signature Date

Peter Bruton

Lessee Name printed

Acknowledgement of federal disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

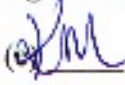
(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) Lessee has received copies of all information listed above.

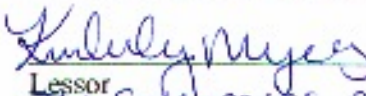
(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

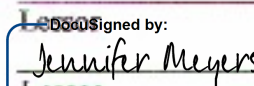
Agent's Acknowledgement (initial)

 Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 9/3/2015
Lessor Signed by: _____ Date
Lessee _____ Date
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 9/3/2015
Lessor Signed by: _____ Date
Lessee _____ Date
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Agent _____ Date

Agent _____ Date

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 81 Concord Street, Portland, ME 04103

This rental unit meets/ does not meet/ partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) 80 % unknown

Serviced and cleaned
Test date: 8/19/15

Exposed pipes or ducts in unheated crawl space insulated? yes no

Heating fuels: oil natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? yes no

Fuels: oil natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation unknown

Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation unknown

Insulation thickness: inches or R-

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm double (DG) DG + low-e (DG + low-e + argon gas) triple or better

Most windows

Doors (minimum: insulated or with storm) insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) electronic ignition pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine*, 1-866-376-2463

Signatures: Landlord: *Kimberly Myers* Tenant: *TKL Enterprises Partner*

DocuSigned by: *Jennifer Meyers* Date: 9/3/2015

This information is accurate to the best of the landlord's knowledge.

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Other comments about the unit's efficiency:

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Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal foil.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

TKL ENTERPRISES

TKL Enterprises, 29 Spring Street, South Portland, ME 04106
Phone: 207-632-0354, kim.js.myers@gmail.com