

## RESIDENTIAL LEASE

1. The parties to this lease ("the Lease") are Christina Farynaz ("Landlord"), and Brittany Giroux and Ryan Romprey ("Tenant"). The landlord hereby leases to the Tenant 27 Nevens Street, Unit 2, Portland, Maine.
2. The term of this Lease shall be a 12 month lease, commencing on **December 1, 2015** ending at 12:00pm on November 30, 2016. The Lease may be terminated as permitted below or as provided for under Maine law.
3. The Tenant agrees to pay a rent of **\$1595.00** per month. **THIS AMOUNT IS DUE ON THE FIRST DAY OF EACH MONTH.** Rent may be increased by Landlord upon 45 days written notice by the Landlord.
4. If the tenant does not pay the full amount of rent shown in Paragraph 3 within fifteen (15) days from when it is due, or by whatever shorter period may be allowable by law concerning late payments by residential tenants, the Landlord may collect a late fee in the amount of 4% of the rent due, or up to the maximum amount of a late fee that may be in compliance with Maine law. The late fee, if it becomes applicable, shall constitute additional rent. The Landlord may also collect a fee of \$30 for bank processing charges (if any) each time a check of Tenant to Landlord is not honored for payment.
5. The following list describes how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that the charges on the list accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

LANDLORD: Water, Sewer, Extermination\*, Grounds Keeping, Snow Removal (Driveways).

TENANT: Heat, Electricity, Cable TV, Garbage/Trash Removal, Telephone. \*Extermination costs due to the negligence of the tenant are the sole responsibility of the tenant. This includes but is not limited to the extermination costs of the required infested area(s) in regards to insects, rodents, and bedbugs.

6. By signing this Lease the Tenant acknowledges that the unit is safe, clean, and in good condition. Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is attached to this Lease. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
7. The Tenant has deposited \$1695.00 with the Landlord. (\$1595 for security deposit and \$100 for pet deposit). The Landlord will hold this security deposit in a savings account segregated from the Landlord's other funds. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a return of any or all of the security deposit. The amount to be returned will be determined in accordance with the following:
  - a. After the Tenant has moved from the unit, the Landlord will inspect the unit and to ensure unit is left in clean, move out condition free of all personal belongings and trash. The Tenant may request to be part of the inspection. Any personal property left on the premises after the Tenant has moved from the unit shall be stored and/or disposed of in accordance with Maine law.
  - b. The Landlord will return to the Tenant the amount of the security deposit less any amount needed to pay the cost of:

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1. Unpaid rent
  2. Damages that are not due to normal wear and tear
  3. Cleaning fee for units not left in move-in ready condition
  4. Late fees and returned check fees as described in Paragraph 4
  5. Charges for unreturned keys as described in Paragraph 8
  6. Court costs/ sheriff fess as a result of an eviction
  7. Other charges due under the Lease or damages from breach of this Lease.
- c. The Landlord will mail to the Tenant a written list of charges that were subtracted from the deposit and the refund, if any, computed within 30 days after the Tenant has permanently moved out of the unit and returned possession of the unit to the Landlord.
- d. The tenant must completely vacate the property by **noon** the 30<sup>th</sup> or 31<sup>st</sup> of the last month of tenancy; whichever date the last day of the month falls on. This includes the removal of all personal property, trash, and a thorough cleaning of unit. Units not left in move-in ready condition will be assessed a cleaning fee as a result.
- e. If the unit is rented by more than one person, the roommates agree that they will work out the details of dividing any refund amount themselves. Each individual tenant signing this lease shall be liable to the Landlord for 100% of all sums owing to Landlord under this Lease. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Lease.
- f. THE TENANT UNDERSTANDS THAT THE SECURITY DEPOSIT IS NOT TO BE USED OR COUNTED AS THE LAST MONTH'S RENT.**
8. The Tenant agrees not to install additional or different locks or gates on any doors or windows without first obtaining the written permission of the Landlord. If the Landlord approved the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When the Lease ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant for costs for each key not returned, including, if necessary, locksmith's charges.
9. The Tenant agrees to:
- a. **Keep the unit clean**
  - b. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended
  - c. Pick up all pet waste and dispose of properly
  - d. Not to litter the grounds or common areas of the building or development
  - e. Not to destroy, deface, damage or remove any part of the unit, common areas, or grounds
  - f. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities
  - g. Remove garbage and other waste from the unit in a clean and safe manner and comply with any ordinances relating to its disposal including recycling ordinances and disposal of bio-hazardous waste. Trash day is Friday and all trash/recyclable materials need to be curbside by 6am.
  - h. Not to engage in activities that disturbs the peace and quiet of other tenants and/or neighbors.
  - i. Gas grill is permitted, but no charcoal or wood burning grills allowed on the deck. Gas grill must be kept far away from side of building as to protect siding from heat damages.

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10. The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:
- a. Change or remove any part of the appliances, fixtures, or equipment in the unit
  - b. Paint or install wallpaper or contact paper in the unit
  - c. Attach awnings or window guards in the unit
  - d. Attach or place any fixtures, signs or fences on the building, the common areas, or the development grounds
  - e. Attach any shelves, screen doors, or other permanent improvements in the unit
  - f. Install washing machines, dryers, ceiling or attic fans, heater, air conditioners, freezers or other major appliances in the unit
  - g. Place any aerials, antennas or other electrical connections on the unit
  - h. Make energy improvements, for example, install plastic over any openings, wrap hot water tanks with insulation, or hang blankets in stairways
  - i. Notwithstanding anything to the contrary in the paragraph of the Lease, the Landlord may permit the Tenant to make reasonable modifications to his/her dwelling unit in order to afford full enjoyment of the dwelling unit by an occupant who has a disability. The Tenant must first request the accommodation in writing and will be required to follow the procedures outlined by Landlord. The Landlord may, where it is reasonable to do so, condition permission for such modifications on the Tenant's assurance that the work will be done in a workmanlike manner, including obtaining all required building permits, and may require that the Tenant pay into an interest-bearing escrow account over a reasonable period of time a reasonable amount of money not to exceed the cost of restoring the premises to their original condition after Tenant leaves the premises.
11. The Tenant agrees:
- a. Not to sublet or assign the unit, or any part of the unit
  - b. Not to use the unit for unlawful purposes
  - c. Not to engage in or permit unlawful activities, including drug-related criminal activity, in the unit, the common areas or on the development grounds
  - d. **ONE dog** is allowed – Opie, an Old English Bulldog
  - e. To be responsible for the conduct of his/her household and any visitors or guests on the premises
  - f. Notify the management if visitors will be staying more than 14 days and receive management approval for more than 14 days
  - g. Not to make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, television, or musical instrument at a level which will not disturb the neighbors
  - h. Not to use the unit to conduct any business activity without the prior approval of the Landlord
  - i. NOT TO SMOKE ON THE PREMISES
  - j. To only use the toilet for toilet paper and bodily wastes. (If it says it is flushable, it is not – i.e. cat litter, flushable wipes, Q-tips, etc). Any damage/repairs done due to a failure to comply, will result in tenant being responsible for payment of repairs/service to pipes.
  - k. To abide by the rules and regulations described below
12. The Landlord agrees to enter the unit only during reasonable hours and to provide advance notice of at least 24 hours of his/her intent to enter the unit; PROVIDED, HOWEVER, LANDLORD MAY ENTER THE UNIT AT ANY TIME IN THE EVENT OF AN EMERGENCY AS DETERMINED BY THE LANDLORD. If the Tenant has vacated the premises before this Lease ends, the Landlord may enter the unit without notice to decorate, remodel, alter or otherwise prepare the unit to re-occupancy.

Provided the above notice requirements have been met:

Initials RR MG

- a. The Tenant agrees to permit the Landlord, his/her agents, or other authorized persons to enter the unit for the purpose of making necessary repairs and periodic inspections.
- b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours.

13. A. Any termination of this Lease by the Landlord must be carried out in accordance with State and Local Law, and the terms of this Lease. The Landlord may terminate this Lease for:

1. The Tenant's material noncompliance with the terms of the Lease, including, without limitation, nonpayment of any amount owing under this Lease when due, subject to any grace period applicable by law
2. Other good cause; the conduct of a Tenant cannot be deemed "other good cause" unless the Landlord has given the Tenant prior written notice that the grounds constitute a basis for termination of the Lease and, if the conduct can be corrected so as not to reoccur, Tenant has failed to correct the conduct.
3. Regardless of whether Landlord has accepted the rent or whether Tenant has paid applicable late fees, if Tenant is more than 15 days late in payment of rent more 3 or more times in any 12 month period.

B. In connection with the paragraph above, "material noncompliance" includes, but is not limited to, such conduct as the Tenant's material failure to carry out obligations under Maine Landlord/Tenant Law; nonpayment of rent 15 or more days after it is due or failure to make a timely payment of rent on the first day of the month on three or more occasions; failure to reimburse the Landlord within 30 days for repairs made under this Lease; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common area; creation of physical hazards or other hazards; serious or repeated minor violations of the Lease which disrupt the livability of the building or development, adversely affect the health or safety of any person or the right of any other tenant to the quiet enjoyment of the building or facilities, interfere with the management of the building or have an adverse financial effect on the building; use of the unit for unlawful purposes; engaging in unlawful activities, including drug-related criminal activities, in the unit, the common areas or on the development grounds; violation of the rules and regulations applicable to the Unit.

C. In the event of nonpayment of rent after the expiration of any applicable grace period, Landlord may terminate the Lease IMMEDIATELY upon the expiration of any applicable grace period by delivery of a notice of termination of this lease. Upon receipt of the notice of termination, tenant shall vacate the premises forthwith. No delay in serving a notice of termination shall constitute a waiver of Landlord's right to terminate for nonpayment of rent. If the Landlord proposes to terminate this Lease for any other reason besides nonpayment of rent, the Landlord agrees to give the Tenant a 30 day written notice of the termination.

14. The Tenant shall not undertake, or permit his/her family, visitors, or guests to undertake any hazardous acts or do anything that will increase Landlord's insurance premiums for the unit.

15. This Lease and any attachments make up the entire agreement between the Tenant and the Landlord regarding the unit. If any Court declares a particular provision to the Lease to be invalid or illegal, all other terms of the Lease will remain in effect and both the Landlord and the Tenant will continue to be bound by them. The Landlord's waiver of a breach of term of other covenant of this Lease is not a waiver of subsequent breaches.

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16. The use of the term Landlord herein shall include any managing agent duly authorized to act on behalf of the Landlord.

17. The Tenant agrees that the Landlord or any of its representatives or employees shall not be liable to the Tenant for any damage to personal property or injury (including death) to any person on or about the leased premises that may be occasioned by or through:

- A. the acts or omissions of other Tenants within the project
- B. the failure of the water supply or any other utility serving the leased premises
- C. the action, whether direct or indirect, of the elements
- D. Any theft, fire or vandalism
- E. Any other cause whatsoever – unless such damage or injury shall have occurred through the negligence of the Landlord or its agents, or the Landlord’s failure to perform its obligations hereunder

Tenant further understands and acknowledges that the LANDLORD ASSUMES NO RESPONSIBILITY FOR INSURANCE COVERAGE FOR THE PROTECTION OF TENANTS’ PROPERTY AND THAT SUCH COVERAGE IS THE SOLE RESPONSIBILITY OF THE TENANT.

Tenant is required and agrees to carry personal renter’s insurance for coverage of personal belongings. Landlord may request proof of coverage at any time.

18. If more than one person is listed as the Tenant on the cover page, the obligations and liabilities of such persons hereunder shall be joint and several.

19. This lease is effective on the date first written in paragraph 2 when executed by the Tenant and the Landlord. In signing this Lease, Tenant agrees that he/she has read the Lease and enters this Agreement of his/her own free will.

20. This Lease shall be governed by the laws and statues and rules and regulations of the State of Maine, as constituted at the date of execution of this Lease. If any one or more of the provisions of this Lease should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

21. The Tenant shall, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or any other security indenture hereafter placed upon the leased premises and to any renewal, modification, replacement or extension of such mortgage or security indenture, provided that, in the instrument of subordination, the holder thereof agrees that so long as the Tenant shall not be in default under this Lease, he/she will not be disturbed from their peaceful, quiet enjoyment of the premises.

22. Pursuant to 14 M.R.S.A § 6030(3), in the case of Tenant’s wanton disregard of the requirements of this Lease, Landlord may be awarded Landlord’s attorneys fees after a contested hearing in which Landlord prevails to enforce this Lease.

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Brittany Giroux 10/20/15

Brittany Giroux

Date

Tenant

Ryan Romprey 10/20/15

Ryan Romprey

Date

Tenant

Christina Farynaz 10/20/15

Christina Farynaz

Date

Landlord

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# Radon in Rental Housing

## A Serious Hidden Danger to Family Health

Radon Tipsheet #11



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

### About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

### What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

### About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

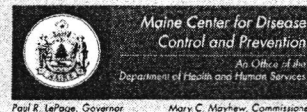
### Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Initial RP2 709

Protect your family. Learn. Test. Treat if needed.

- Check this website: [www.MaineRadiationControl.org](http://www.MaineRadiationControl.org)
- For advice: 1-800-232-0842 • [radon.dhhs@maine.gov](mailto:radon.dhhs@maine.gov) • TTY: Call Maine Relay 711





## Landlords Disclosure To Tenants Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

### Information About Your Building

Residential Rental Unit Number Or Other Identifier: Apt 2

Street Address (including Rental complex name if applicable): 27 Nevens St.  
Portland, ME 04103

A radon test in the unit identified above or in other parts of your building was completed on 06/01/2014  
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 1.9 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester \_\_\_ /the landlord  /a Tenant \_\_\_  
If tested by a Maine-registered radon tester, their Maine Radon ID number is \_\_\_\_\_

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health, is attached.

### ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

Christina Farynaz  
Landlord or Agent (printed) Date

Christina Farynaz  
Landlord or Agent (signed) Date

Ryan Romprey 10.20.15  
Tenant (printed) Date  
Date

R Romprey 10.20.15  
Tenant (signed) Date

Brittany Giroux 10/20/15  
Tenant (printed) Date

Brittany Giroux 10/20/15  
Tenant (signed) Date



## 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.

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# Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 27 Nevens St, 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%)  %  unknown Test date: \_\_\_\_\_

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

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: [Signature] Tenant: [Signature] Date: 10.20.15

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

Other comments about the unit's efficiency: \_\_\_\_\_

Available on the Maine Public Utilities Commission or Maine State Housing Authority  
web pages ([www.maine.gov/mpuc](http://www.maine.gov/mpuc) or [www.mainehousing.org](http://www.mainehousing.org))

May 12, 2006

**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 Acknowledgment (initial)**

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

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

**Agent's Acknowledgment (initial)**

(e) CK Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

<u>Christina Farney</u>	<u>10/20/15</u>	_____ Lessor	_____ Date
<u>[Signature]</u>	<u>10/20/15</u>	<u>[Signature]</u>	<u>10.20.15</u>
_____ Lessor + Agent	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date