

RESIDENTIAL LEASE

1. The parties to this lease ("the Lease") are Christina Farynaz ("Landlord"), and Erika Dick and Kelly Bouchard ("Tenant"). The landlord hereby leases to the Tenant 27 Nevens Street, Unit 1, Portland, Maine.
2. The term of this Lease shall be a 6 month lease, commencing on **October 1, 2015** ending at 12:00pm on March 31, 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 **\$995.00** 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. A \$25 discount is offered to tenant if rent is paid early and in full (**by 6pm the day before the first of the following month**). The discount is not applicable if Tenant pays by check and the check is not honored for payment.
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 \$1000.00 with the Landlord. (Kelly and Erika gave 27 Nevens Street LLC \$500 each which has been transferred to Christina Farynaz). 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, with accrued interest from date paid in full. (Accrued interest was transferred to Christina Farynaz from previous landlord per terms of the old lease.) 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

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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 plus interest accrued beginning on the date the deposit was collected in full less any amount needed to pay the cost of:
 1. Unpaid rent
 2. Damages that are not due to normal wear and tear
 3. Late fees and returned check fees as described in Paragraph 4
 4. Charges for unreturned keys as described in Paragraph 8
 5. Court costs/ sheriff fess as a result of an eviction
 6. 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 30th or 31st 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.
 - 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. Not to litter the grounds or common areas of the building or development
 - d. Not to destroy, deface, damage or remove any part of the unit, common areas, or grounds
 - e. 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
 - f. 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.
 - g. Not to engage in activities that disturbs the peace and quiet of other tenants and/or neighbors.

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- h. 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.
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. **Three dogs** are allowed – Jagger, Jodie, and Gino
 - 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

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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:

- 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



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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.

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.

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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Kelly Bouchard 8/17/15

Kelly Bouchard

Date

Tenant

Erika Dick

Erika Dick

Tenant

8/17/15

Date

Christina Farynaz 9/1/15

Christina Farynaz

Date

Landlord

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