

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 385 Stevens Ave.		Owner: Patricia Murphy		Phone: 508-540-1941		Permit No: 981434	
Owner Address: 92 Cairn Ridge Rd. E. Falmouth, Mass		Lessee/Buyer's Name: Richard Vance		Phone: 759-3920		Business Name: pager 759-8348	
Contractor Name:		Address:		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> DEC 22 1998 </div> CITY OF PORTLAND </div>	
Past Use: Retail		Proposed Use: Office		COST OF WORK: \$ _____ PERMIT FEE: \$ 25.00			
Proposed Project Description: Change of Use Retail to Office		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>		INSPECTION: Use Group <i>B</i> Type: <i>5B</i> Signature: <i>[Signature]</i>		Zone: _____ CBL: 132-F-001 Zoning Approval: <i>[Signature]</i>	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		Special Zone or Reviews: <input type="checkbox"/> Shoreland <i>Separate form</i> <input type="checkbox"/> Wetland <i>required for</i> <input type="checkbox"/> Flood Zone <i>Signature</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: sp		Date Applied For: 12/18/98				Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

*Call for Pick-Up 759--8348

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit

12/18/98

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

CEO DISTRICT

3

COMMENTS

12-28-28 I met ~~with~~ Thompson at the site and there are
No changes needed. (TR)

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____



CITY OF PORTLAND, MAINE

Department of Building Inspection

Certificate of Occupancy

LOCATION 383 Stevens Ave 132-F-001

Issued to Patricia Murphy

Date of Issue December 28, 1998

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 981434, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

1st Floor Right Side

Office/Driving School

Limiting Conditions:

This certificate supersedes certificate issued

Approved:

12-29-98

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.**

Location/Address of Construction (include Portion of Building): <i>385 Stevens Ave</i>		
Total Square Footage of Proposed Structure		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Number Chart# <i>132</i> Block# <i>F</i> Lot# <i>001</i>	Owner: <i>Patricia Murphy</i>	Telephone#: <i>(508)-540-1941</i>
Owner's Address: <i>92 Cairn Ridge Rd. E. Falmouth Mass.</i>	Lessee/Buyer's Name (If Applicable) <i>Richard Vance # 892-3920 P 759-8348</i>	Cost Of Work: \$ Fee \$ <i>25</i>
Proposed Project Description: (Please be as specific as possible) <i>Change of use - Retail to Office NO modifications open in afternoon</i>		
Contractor's Name, Address & Telephone		Rec'd By <i>SP</i>
Current Use: <i>Retail</i>	Proposed Use: <i>Office/Classroom Vance's Driving School</i>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with your application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

Certification

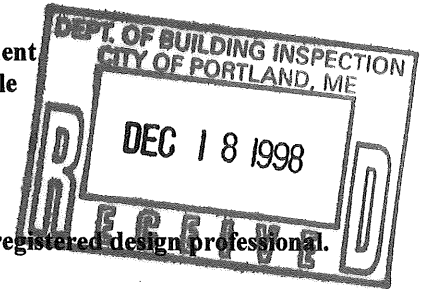
I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <i>Richard Vance</i>	Date: <i>12/18/98</i>
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Building Permit Fee: \$25.00 for the 1st \$1000. cost plus \$5.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

Call for P/U 759-8348



BUILDING PERMIT REPORT

DATE: 19 DEC. 98 ADDRESS: 385 STEVENS AVE. CBL 132-F-001
REASON FOR PERMIT: Change The Use From Retail (M) To Office (B)
BUILDING OWNER: Patricia Murphy
CONTRACTOR: ✓
PERMIT APPLICANT: R. Vance
USE GROUP B BOCA 1996 CONSTRUCTION TYPE 5 B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *17, *24, *27, *30, *31, 20

- *1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 2.6 Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
3. Precaution must be taken to protect concrete from freezing. Section 1908.0
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread. 7" maximum rise. (Section 1014.0)
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special

knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)

- 13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
- 14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
- 15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
- 16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2

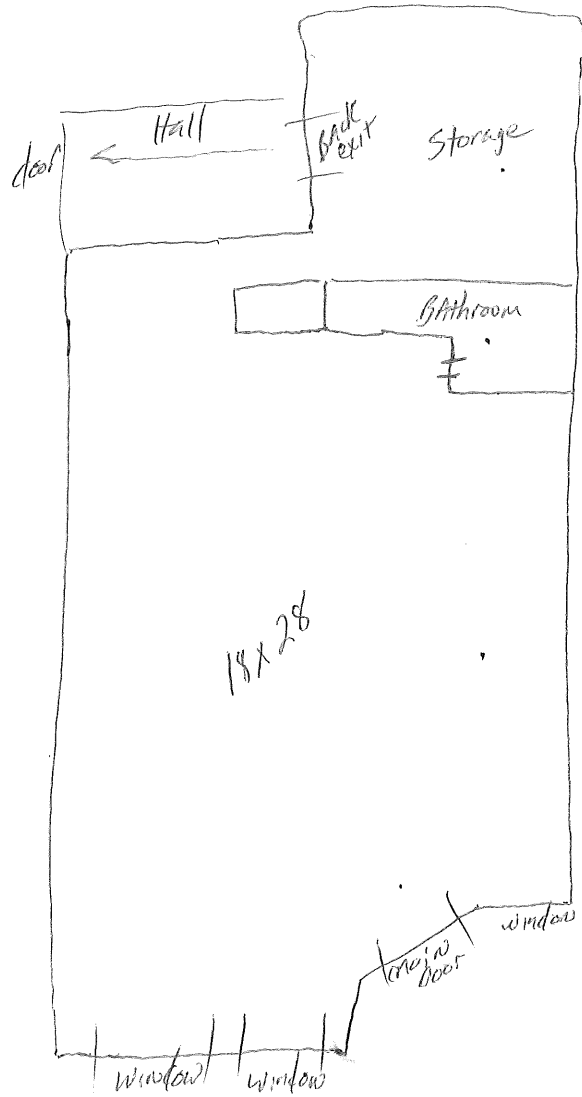
- X 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
- 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- 19. The Sprinkler System shall maintained to NFPA #13 Standard.
- (20) All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
- X 24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 25. All requirements must be met before a final Certificate of Occupancy is issued.
- 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- X 27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 28. Please read and implement the attached Land Use-Zoning report requirements.
- 29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
- X 30. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
- X 31. Separate permit will be required for signage.
- 32. _____
- 33. _____


P. Samuel Hoffes, Building Inspector

cc: Lt. McDougall, PFD

Marge Schmuckal, Zoning Administrator

383 STEVENS AVE
Vance's Driving School



Mark Stimson



MAINE RESIDENTIAL LEASE

1. PARTIES TO THIS LEASE. The parties to this lease are:

LANDLORD
 Name Pat Murphy 03536
 Address 92 CAIRN ROCK RD. E. FEL. MA
 Telephone 608-540-1941

TENANT
 Name Richard Vance / Vance's Driving School
 Address 5 Morris Drive Windham ME
 Telephone 892-5829 / 892-3920 04062
 Name _____
 Address _____
 Telephone _____

2. MANAGING AGENT. If the landlord employs an agent to manage this residence, the agent is:

Name JENNIFER REAGAN
 Address 53 BAXTER BLVD. (Mark Stimson Assoc) Tel. 773-1990
BUSINESS EXT. 189

3. RESIDENCE LOCATION. This residence is a [] house, [] apartment, [] mobile home, [] condominium (check one).

It is located at: 385 STEVENS AVE. 1st floor 450 +/- # office space Apt. No. _____

4. LENGTH OF LEASE

A. Initial Rental Period. The landlord will rent this residence to the tenant for 24 months. This term shall begin on the 1st day of DEC, 1998 and shall end on the 31 day of December, 2000 at noon.
JAN R.V.

B. Extended Stay. If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days before the rent is due.

5. RENT PAYMENTS

A. Rent Amount. The rent for this residence is \$ 550.00 mo. 1st yr. BUSINESS 550.00 mo 2nd yr 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: Pat Murphy. The landlord can assess a penalty of 4 % (up to 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):

rent only.

6. SECURITY DEPOSIT

A. Amount of Security Deposit. The tenant has paid the landlord \$ 550.00 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 tenancy. 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 or other charges owed the landlord and agreed to in this lease or the cost of storing and disposing of unclaimed property. 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:

lease space
 (1) The apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant or the tenant's family, invitees or guests;

(2) The tenant does not owe any rent or utility or other charges agreed to in this lease 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 ^{Lease Space}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	/		
Heating Oil	/		
Natural Gas			
Sewerage	/		
Trash Removal	/		
Yard Maintenance	/		
Snow Removal	/		
Air Conditioning			
Hot Water	/		
Cold Water	/		
Telephone			
Cable Television			
Other			

9. **TENANT RESIDENTIAL RESPONSIBILITIES**

A. ^{Lease Space}Use Only as a ^{Lease Space}Residence. The tenant agrees that the ^{Lease Space}residence will be used only as a ^{Lease Space}residence, except for incidental uses 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 _____.~~

B. **Damage.** The tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by the tenant, or 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 ^{Lease Space}residence. ^{Lease Space}

B. **Residence Must Be Fit to Live in.** The landlord promises that the ^{Lease Space}residence is fit to ^{WORK}live in. The landlord agrees to make all necessary repairs and take all necessary action ^{WORK}to keep the ^{Lease Space}residence fit to ^{WORK}live in. The landlord is not responsible for this promise if the ^{Lease Space}residence becomes unfit to ^{WORK}live in due to the tenant's misconduct or the misconduct of the tenant's ^{Lease Space}family, invitees, or guests.

C. **Tenant's Rights if the Landlord Fails to Provide Services**

(1) **Unsafe conditions.** If there are conditions in the ^{Lease Space}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 or to purchase fuel oil during the heating season. 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 \$100 or 1/2 of the monthly rent, whichever is the greater. ~~This paragraph does not apply if the residence is in a building of 5 or less residences, one of which is occupied by the landlord.~~ ^{Lease Space}

(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 of the damage and may cancel the lease on 3 days' notice.

11. **LANDLORD ENTRY INTO THE RESIDENCE.** Except for emergencies, the landlord may enter the ^{Lease Space} 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 ^{Lease Space} residence.

12. **BUILDING RULES.** The tenant agrees to obey all building rules describing tenant conduct and responsibilities. The landlord will give a written copy of these rules 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 may 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.

(2) If the tenant does not comply within that 10-day period, the landlord may 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 must leave the ^{Lease Space} residence and return the keys to the landlord. ^{Lease Space} or the appointed agent.

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 ^{Lease Space} residence and return the keys to the landlord. ^{Lease Space} or the appointed agent.

C. **Eviction for Dangerous Acts.** If the tenant's actions pose an immediate threat to the health or safety of other ^{Lease Space} residents or the landlord or the landlord's employees, or to the physical structure of the ^{Lease Space} 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 ^{Lease Space} 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 ^{Lease Space} 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 laws.

17. **SUBLEASING.** The tenant agrees not to sublease or assign this ^{Lease Space} residence without the prior written consent of the landlord. Consent will not be withheld, except for good reason.

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

Vance Driving School

19. PETS. The resident may may not (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence:

no pets

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~~ ^{h. office}. If they did inspect the ~~residence~~ ^{h. office}, 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:

none

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.

As is cond. except walls will be repainted white

21. WHEN THE TENANCY ENDS. When the tenancy ends, the tenant agrees to return the ~~residence~~ ^{h. office} 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. The tenant will have to pay for damage to the ~~residence~~ ^{h. office} 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~~ ^{h. office} 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:

To be determined if any.

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 this lease. Each copy has been signed and dated by both landlord and tenant.

X 12/17/98
(Date)

X Richard Vance
(Tenant)

(Date)

(Tenant)

(Date)

(Landlord)

