

RENTAL AGREEMENT / LEASE

Agreement made this July 18, 2015 by and between

Nina Rayer of Portland, County of Cumberland, State of Maine, hereinafter referred to as
Landlord 774-4874 ninyar@gmail.com and

Tanya Holbrook, 651-8505 starocelot@gmail.com

Christopher Hodge 710-3003 wk: 883-5553 hodgecm@gmail.com

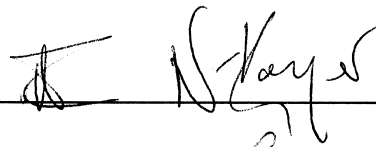
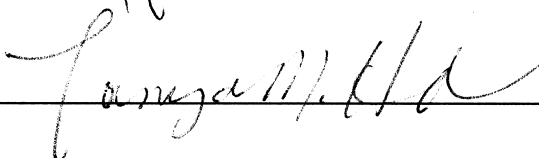
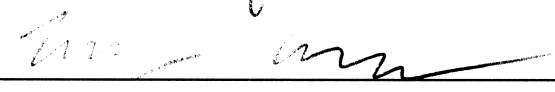
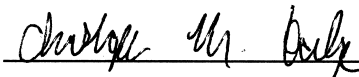
Russell Hubbard 1-906-871-0294 rhubbard117@gmail.com

hereinafter referred to as **Tenants**.

For and in consideration, and upon the terms, conditions, covenants, and provisions hereinafter set forth, the Landlord does hereby lease unto the Tenants a portion of the premises located in Portland, County of Cumberland, State of Maine, as follows:

1. The **premises** leased pursuant to this Agreement are known as **70 Brentwood Street, Portland, ME 04103.**
2. The **term** of this Rental Agreement is **from noon, August 1, 2015 through noon, August 1, 2016.**
3. The Tenants shall pay rent to the Landlord in the amount of **\$1,380.00 per month.** RENT SHALL BE PAID IN ADVANCE, ON OR BEFORE THE **FIRST DAY OF EACH MONTH** in person or through the letter slot of Nina Rayer, 72 Brentwood Street, Portland 04103. All three checks should be in one envelope, to avoid drifting under radiator behind the front door.
A charge of twenty five dollars (\$25.00) will occur for rent which is received after the tenth (10th) of the month. A charge of thirty-five dollars (\$35.00) will occur for each check returned for insufficient funds.
4. **Utilities.** The Tenants shall be responsible for providing and paying for heat, hot water, and electricity, and any other expenses such as telephone, cable, etc. for their apartment. The Landlord shall not be liable to the Tenants, nor shall it be considered a violation of the provisions of this lease, if the Landlord should be unable to provide heat, hot water, or electricity as a result of mechanical failure, accident, storm, strike, failure of equipment, act of God, unavoidable casualty, or other circumstances beyond the Landlord's control, but the Landlord shall make reasonable efforts to restore heat, hot water, and/or electricity as soon as is practicable. Because the Landlord lives and works in the same building as the Tenants, this will be as soon as possible.
5. **Security Deposit.** Prior to occupying the premises, the Tenants shall pay to the Landlord a security deposit in the amount of **\$1,500.00.** This deposit shall be held by the Landlord as security against non-payment of rent, damage to property, costs, including attorneys' fees incurred by the Landlord in any eviction or other enforcement proceeding, as well as against the violation of any term or provision of this lease. *Received in full, 7.15.16. nr*

6. The Tenants will maintain their apartment and the common areas of the premises in a neat and clean condition.
7. The Tenant will place all garbage, waste material, trash and refuse at the front of the leased premises in time for the weekly garbage pickup by the City of Portland. Pickup day is Friday. Use City blue bags (purple after the 4th of October, 2015).
8. The Tenant will make no alteration, addition, or modification to the leased premises without receiving the prior written consent of the Landlord.
9. The Tenants will be responsible for any damage caused to his/her apartment or house, or to the common areas, or to any appliance or fixture furnished by the Landlord, whether or not the damage is caused by the Tenant's own act or negligence or is caused by the act or negligence of a third party. Repair of willful damage will be renumerated by the security deposit. Reasonable wear and tear is expected.
10. Upon vacating the premises at the end of the term of this rental agreement, the Tenants shall deliver the premises to the Landlord in a neat, clean and habitable condition, reasonable wear and tear expected. If the Landlord is required to clean the premises, then any amount expended upon for such cleaning shall be charged against the security deposit.
11. The Tenants shall not have the right to assign this lease nor any portion of the term of the lease nor any portion of the leased premises, nor shall the Tenants have the right to sublet all or any portion of the premises.
12. **Pets.** Permission granted, the pets to be allowed on the leased premises are **two indoor cats**.
13. Quiet hours shall be maintained between 9:00 pm and 9:00 am. During these hours, the Tenant shall not cause any disturbance, or make any noise which might cause a disturbance with neighbors. This includes use of a television, sound system, musical instrument, or the like.
14. The Landlord shall have the right to enter the leased premises at reasonable times for the purpose of inspecting the condition of the premises, for making repairs, or to show said premises for the purpose of renting them. There will be twenty-four hours notice, except when there is an emergency need for repair or assistance.
15. **Notification of renewal or leave of premises.** This is a renewable lease. The written notice of renewal or termination shall be delivered on or before June 15th, 2016, provided, however, that in the event the term is renewed or extended, the amount of rent to be paid by the Tenants shall be renegotiated for each renewal or extended term.
16. Tenants must clean the oven in said apartment/house at least once per year.
17. This is a non-smoking apartment.
18. One of the three Tenants will be the primary Tenant (Tanya Holbrook), who will be responsible for the payment of all three rent checks at the same time, and in on time. The rent will not be considered paid until it is paid in total.

Landlord signature  date 7.18.2015
Principal tenant signature  date 7/18/15
Tenant signature  date 7-18-2015
Tenant signature  date 7/18/2015

Systems guidelines. The following is intended to outline management policy for your apartment. I hope that this information will help you to enjoy living in your apartment.

1. **Heating and plumbing.** Be sure to leave your **programmable thermostat** set at least **55 degrees Fahrenheit** in order to avoid freezing of plumbing. Keep doors and windows to basement left closed at all times. Use of the bathroom fan will alleviate moisture problems (like mustiness, mold, and long-term structural rot) in the apartment; **please use it during and after showers.** Notify me as soon as possible if you observe any water leaks. The shower curtain should be draped around your shower / bathtub faucet in order to keep water pouring onto and through the floor. **Note:** clips and / or overlapping of the shower curtains at the head of the tub, near faucets, will prevent splashing onto the wall and floor.

The drain to the street from the house is of 1915 vintage; it is narrow and shallowly inclined. Please do not flush anything down the toilet except human waste and toilet paper. This means no feminine hygiene products, kitty litter, paper towels, or cloth-paper baby wipes. Otherwise, the drainage will probably clog the pipes, backing up into the basement-- and plumbing service visits to clean up clogs have in the past cost \$340.00 per visit.

2. **Trash.** The city picks up garbage early on Friday mornings. Garbage may be put out at curbside anytime Thursdays after noon. When there is substantial snow in the winter, you can leave just the closed purple plastic bags at the curb, rather than the garbage bins. In fact, unless the bags are leaking liquid or contain meat and fish, it might be simpler to leave only the bags at curbside in any weather, rather than have to take your bins back to the garage on Friday. Please use the bins with covers to store the garbage bags during the week. You might each want to take turns putting out the garbage at curbside for four of the twelve months. **Please do not let the garbage mount up in the garage.**

3. **Electrical.** Your circuit breaker box is located in the eastern corner of the basement (nearest the street on the driveway side). It should be checked and any breaker in 'off' position should be reset to 'on' position in case it has resulted from a temporary overload problem that does not require repair but rather judicious timing of appliance use. Please let me know if you have repeated failures of power on any circuit.

4. **Snow and ice.** I am responsible for removal of snow from the front porch and the sidewalk. **Use of any snow-melt product (salt or otherwise) on front stairs, porch, or concrete stoop is forbidden.** Replacement of the front stoop, ruined by use of snow-melt in the winter of 2007-08, cost \$1800.00. If there is snow or ice on the porch when you need to leave after a storm, call me (quicker than having me run downstairs to the front door and then to run upstairs to get winter gear and go back downstairs). You should also **call me the evening before to tell me that you need to leave at a certain hour in the morning, should snow overnight be predicted. If I know when you need to leave, I will do my best to get the snow cleared out front.** Thank you for your considerate assistance regarding this!

Assistance with clearing snow from the front steps, sidewalk, and mouth of the driveway would be greatly appreciated and met with a negotiated discount in rent during the snow season.

5. **The dryer and washing machine..** Unlike commercial laundromat dryers, household / domestic dryers like this one have lint filters that need to be cleared before each use, to maximize energy efficiency and to prevent fire danger from overheating. This filter fits into a slot in the lower left quadrant of the door gasket. Also, please do not overload the washing machine. Ask me if there is a question regarding the height to which it should be filled. Overfilling it will bend a hard-to-reach lever that allows it to be operational; fixing this recently required a \$80.00 visit from a repairman.

6. **Instruction guides** to refrigerator, programmable thermostat, carbon monoxide detector, dishwasher and range should be available online. Previous tenants have tossed the paper copies.. Please let me know if the batteries run low in the smoke detectors (they give off noisy beeps when battery power runs low).

7. **Candles.** Please do not burn candles near flammable materials or within 6 inches of walls.

8. **Quiet hours.** This is a quiet residential neighborhood. Your neighbors would appreciate it if parties would taper to quiet around 10 pm. Large parties (numbering over 10) with alcohol are discouraged; there are bars and clubs for this purpose. Recent, extensive, and expensive damage (flooding of property in the basement) was caused by shoving or kicking loose the toilet from the wall in the first floor bathroom. Such damage will be considered in calculation of security deposit returns. There will be no smoking on the premises.

Please initial here to indicate that you have reviewed the Systems Guidelines. Thank you.

nr  CH RH

Date: 7/18/2015

