



# PORTLAND MAINE

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*Jeff Levine, AICP, Director  
Marge Schmuckal, Zoning Administrator*

MEMO

FROM : Ann Machado *JM*

DATE: December 20, 2012

RE: Use of property

Our records show that the legal use of the property at 251 Pleasant Street is a two family. I met with Sarah Coupe on January 18, 2012. Sarah leases the property at 251 Pleasant Street. She lives in the first floor apartment. Part of her lease gives her permission to sublease the property. Under the LLC ACG Enterprises, LLC, Sarah is subletting the second floor apartment to a group of women collectively considered the "Tenant", on a monthly basis. The lease spells out that the premise shall be used and occupied as a "private single family dwelling", and the Tenant cannot assign the lease or sub-let the apartment.

Sarah provided me with a copy of the current lease which is attached. Sarah did explain that the women living collectively as the Tenant are all in recovery from addiction. There is no counseling provided for these woman at the property and they cook their own meals.

RECEIVED

Residential Lease Agreement

DEC 18 2012

THIS RESIDENTIAL LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into effective December 1, 2012, by and between ACG Enterprises, LLC d/b/a Grace House Recovery Living for Women (hereinafter referred to as "Landlord") and ~~Anthony Martin, Crystal Brown, Jacquelin...~~ (hereinafter collectively referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the lessee of the real property at 251 Pleasant Avenue in Portland, Maine (hereinafter the "Premises") under a lease with the owner of said property, and has the full legal right and permission to sublease the Premises to the named Tenant hereunder in accordance with the terms set forth hereunder.

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM & RENEWAL.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one (1) month, such term beginning on **December 1, 2012**, and ending at 11:59 PM on **December 31, 2012**. Either party may terminate this Lease upon 30 days prior written notice to the other party. This Lease may also terminate sooner according to the provisions hereof. If not otherwise terminated hereunder, this Lease shall automatically renew – without the need for any further written notice or agreement – effective on January 1, 2013 and on the first day of each month thereafter, for an addition term of one (1) month, subject to all the same terms and conditions set forth herein.
- 2. RENT.** The total rent for the Premises is ~~...~~ per month, payable no later than the first (1<sup>st</sup>) day of each month. All such payments shall be made to Landlord at Landlord's address as set forth in Paragraph 33 hereof (ATTN: Sarah G. Coupe 251 Pleasant Avenue Apartment #1, Portland, Maine 04103). The rental amounts charged hereunder may be increased at any time by Landlord upon thirty (30) days advance written notice to Tenant. The individual tenants named in this Lease shall not be each be liable for payment of the entire rental amount hereunder, but rather shall be severally liable for payment of rent in accordance with their respective proportionate obligations. Landlord may increase or decrease the monthly rental amount upon thirty days advance written notice to the Tenant.
- 3. LATE CHARGE.** If the rent payment is not made before the end of the 15th day following the date that rent is due, Landlord may assess a late charge of 4% of one month's rent as a late penalty. The late charge may be avoided if Tenant gives notice to Landlord prior to the rent due date that payment may be late and Landlord agrees to a later payment date. This agreement must be in writing, however, in order to be binding upon Landlord.

4. **SECURITY DEPOSIT.** Unless otherwise agreed to in writing by the parties in the future, no security deposit shall be required in connection with this Lease.
5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively, as a residential dwelling, and no part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant shall further comply with any and all rules and regulations associated with residing at the Premises, and may be required by Landlord to sign separate residential living agreements in connection therewith.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Lease, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. During the term of this Lease, Landlord shall at all times have the right to make alterations and improvements to the leased Premises pursuant to his sole discretion, provided that Landlord undertakes all reasonable measures to minimize any inconvenience to the Tenant or interference with the Tenant's enjoyment of the Premises.
9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Lease and all rights hereunder shall terminate.
10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Landlord shall be responsible for arranging for and paying for all utility services required on the Premises, including heat, water and electricity, telephone, cable and internet. At no time shall Tenant set the thermostat for heat to a temperature in excess of Seventy(70) Degrees Fahrenheit.

12. **MAINTENANCE AND REPAIR; RULES & REGULATIONS.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in clean and sanitary condition and good order. Landlord will, at its sole expense, keep and maintain the Premises in good repair during the term of this Lease and any renewal thereof, except with respect to repairs necessitated by the negligent or intentional actions of Tenant, the cost of which shall be borne by Tenant. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Not obstruct or cover the windows or doors;
- (c) Not leave windows or doors in an open position during any inclement weather;
- (d) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (f) Refrain from causing any damages to the Premises and shall take all steps necessary to prevent any damages to the Premises by Tenant's guests or invitees;
- (g) Refrain from engaging in any illegal activity in or around the Premises or permitting any illegal activity by their guests or invitees in or around the Premises;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) At all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; and
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and in the blue, City-approved trash bags, and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of

Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms.

14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises.
15. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLDOVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Lease, a new lease shall be signed between Landlord and Tenant. Terms of the lease to be determined and agreed upon at that time. If no such lease is signed by all parties, the rights and obligations of the parties after natural expiration of this Lease shall be governed by the terms and provisions hereunder.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements accepted.
18. **ANIMALS.** No pets are allowed in the premises or any part of the building or common areas, unless Landlord has consented in writing to such in writing.
19. **SMOKING.** No smoking is allowed on the Premises or anywhere in the building except where designated on front porch and receptacles for cigarette butts are provided.
20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

21. **ASSUMPTION OF RISK, RELEASE & INDEMNIFICATION.** Tenant agrees to assume and accept all risks arising out of, associated with or related to Tenant's residence at the Premises, including but not limited to those risks which may have been caused in whole or part by the negligent actions or omissions of Landlord, Landlord's agents, the owner of the property and/or the agents of the property owner. Landlord, Landlord's agents, the owner of the property and the agents of the property owner shall NOT be liable for any damage or injury of or to the person or property of the Tenant, Tenant's family, guests, invitees or agents entering the Premises – including but not limited to damage or injury (to person or property) caused in whole or in part by the negligent actions or omissions of Landlord, Landlord's agents, the property owner and/or the property owner's agents – unless such damage or injury is proximately caused by the reckless or intentional misconduct of such persons. Tenant hereby releases Landlord, Landlord's agents, the property owner and the property owner's agents from all such liability, and further agrees to indemnify, defend and hold harmless the Landlord, Landlord's agents, the property owner and the property owner's agents of and from any and all claims or assertions of damage or injury to the person or property of Tenant or Tenant's family, guests, invitees or agents occurring on or about the Premises, with the sole exception of claims for damage or injury proximately caused by the reckless or intentional misconduct of Landlord.
22. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease.
23. **ABANDONMENT.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

25. **RECORDING OF LEASE AGREEMENT.** Tenant shall not record this Lease on the Public Records of any public office. In the event that Tenant shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Maine.
27. **SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord to:**

ATTN: Sarah G. Coupe, Manager  
ACG Enterprises, LLC  
251 Pleasant Avenue Apt #1  
Portland, ME 04103

**If to Tenant to:**

251 Pleasant Avenue Apt #2  
Portland, Maine 04103

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

IN WITNESS WHEREOF, the parties, having read the foregoing Residential Lease Agreement carefully, and knowing and understanding its contents, sign their names below as their free act and deed.

**LANDLORD:**

**ACG Enterprises, LLC (d/b/a Grace House Recovery Living for Women)**

\_\_\_\_\_  
By: Sarah G. Coupe  
Its Manager

Dated: \_\_\_\_\_

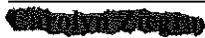
**TENANT:**

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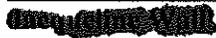

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