

BLDC2018-00527



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

03/11/2019

Standard Form Lease

955 Forest Ave Portland Maine

LEASE made this December 1, 2018 by and between Income Property Management ("Landlord"), with a place of business at 200 Anderson Street Portland Maine 04101 and John & Rhonda Searles D/B/A Raceway Auto Care, Inc. (Tenant") with a place of business at 965 R Forest Ave Unit #6 Portland Maine.

WITNESSED:

1. PREMISES LEASED. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, approximately 700 square feet of space at 965R Forest Ave Portland Maine 04103 unit #6_ ("Leased Premises") and Located in Cumberland County, together with the right to the nonexclusive Use in common with others of all such parking areas, driveways, corridors, Sidewalks and loading facilities and other common areas, and facilities as may Be designated by the Landlord.
2. TERM. The term of this Lease shall be for One (1) Year commencing On 12/1/18 and Terminating on 11/30/19.
3. RENT. Tenant covenants and agrees to pay a monthly rent in the amount of \$695.00 on the FIRST day of each month during the term of said lease, without setoff or deduction.

Tenant agrees to pay the rent on the First day of each Month and a \$5.00 per day Late Fee after the Fifth Day and other charges covered under this agreement to Landlord.

- (a) Triple Net Expenses are included in Rent.
 - (b) RENT COMMENCEMENT 12/1/18
 - (c) SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$0.00 which deposit will represent the Security Deposit due under the Lease. Said deposit will be returned to Tenant without interest at the end of the lease term, provided the premises are left in good repair "broom clean" and provided the Tenant has not been in default of the Lease.
4. REASE ESTATE TAXES. Are included in rent.
 5. MAINTENANCE OF COMMON AREAS. Are handled by Landlord and Build to tenant.



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6. UTILITIES. Utilities, used or consumed on the Leased Premises including, but not limited to, gas steam, hot water, electricity, oil, rendered or supplied upon or in connection with the Leased Premises are paid by tenant.
7. USE OF LEASED PREMISES. It is understood and agreed by Tenant that the Leased premises shall be used and occupied by Tenant only for the purpose(s) of AUTO REPAIR & SALES *Auto Sales, Auto Service*
7. MAINTENANCE AND REPAIR. Tenant shall at all times maintain the leased Premises in the same order and repair as they are in at commencement of term, Except as specifically set forth by the Landlord. (ALL DAMAGE TO FACILITY BY TENANT SHALL BE REPAIRED AND DIRECT BILLED TO TENANT DURING THE LEASE TERM.) Tenant shall be responsible for all plate glass. All improvements made by tenants shall remain the property of the tenants weather or not attached to the leased premises and may be removed at the termination of the lease at tenants expense, with the repair of the leased space required.
8. SIGNS: Signage to be installed on building if any by Landlord to complex and Local ordinance standards and size and reimbursed directly by tenant if applicable
9. INSURANCE. Landlord shall maintain a policy of Fire and extended coverage Insurance on the leased premises in such amounts and with such companies as shall from time to time be satisfactory to Landlord.
 - (a). TENANT shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be satisfactory to Landlord, but in no event having a combined single limit of less than \$1,000,000.00 (Tenant shall supply Landlord with a certificate of insurance and showing Landlord and Tenant insurance in sufficient amounts.
 - (b) Insofar as and to the extent that the following provision may be effective without Invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result there from) Landlord and Tenant mutually agree, to extent of the insurance coverage only, that with respect carried by them, respectively, the one carrying such insurance then suffering a loss released to other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in the Paragraph shall be



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deemed to modify or otherwise effect release elsewhere herein contained of either party for claims.

10. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold Landlord Harmless from and against any and all claims for injury to persons or damage to property in or about the Leased premises arising in any way from the use or condition of the Leased premises, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims. etc., designated by such terms under any laws ordinances or regulations, whether federal state or local. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord from and against any and all claims, loss, injury, harm, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that tenant fails to comply with any of the provisions contained in this paragraph. The terms of the paragraph shall expressly survive the expiration or earlier termination of this lease
 - (b) Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic Waste or substance upon the premises which is prohibited by federal, state or local statutes, ordinances, or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities including reasonable attorneys fees or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes or substances on the premises.
11. ASSIGNMENT AND SUBLETTING. Tenants shall not assign this lease or sublet the leased premises or any part thereof, except with written permission from Landlord. Such permission shall not be unreasonably withheld.
12. DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAN OR CASUALTY.

In the event that the Leased Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Leased Premises are thereby rendered wholly untenable the lease shall be terminated.
13. TENANTS'S PROPERTY. All merchandise, furniture, fixtures, effects and Property of every kind, nature, or description of Tenant and of all persons claiming through or under Tenant which may be the Leased premises during the term or any occupancy by Tenant thereof, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, Water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes and roof leakage or from any other cause, no part of said loss or damage is to be born by Landlord.



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14. **DEFAULT.** If tenant shall neglect or fail to make any rental payment within five (5) days after its due date, or if Tenant shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Tenant's covenant's agreements or obligation within thirty (30) days after date of notice of such default by Landlord (or having commenced to cure), if Tenant shall be in default in the performance or observance of any covenant, agreement, or condition in this Lease contained on its part to be performed or observed other than obligation to pay money, and shall not cure any such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter. Cure such default for account of Tenant; any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to immediately reimburse Landlord therefore, including reasonable attorneys fees as additional rent, or save Landlord harmless there from. In addition in the event of and unsecured default the Landlord may declare this lease in default in the terms of this lease and Landlord may terminate this lease and the Tenant shall thereupon immediately vacate the premises. Tenant shall be responsible for in addition to the Landlords lost rent, all expenses incurred by Landlord in eviction Tenant, Including but without limitation including reasonable attorneys fees and reasonable brokers fees and any monies collected from departing tenant.
15. **LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right to Enter the Leased Premises at reasonable times for the purpose of inspection the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, and improvements.
16. **HOLDING OVER.** If the Lessee retains possession of the Premises or any part Thereof after the termination of the term the Lessee shall pay the Lessor rent at double the monthly rate specified in Paragraph #3 for the time the Lessee thus remains in possession of the premises, or turns into a new one year lease at Landlords sole discretion.
17. **SUBORDINATION.** Tenant agrees that this lease is, and shall be subordinate to All of Landlords mortgages on the premises whether new, or existing, hereafter placed on the premises in the future. And agrees to execute subordination and attornment agreements in the future, at the request of the Landlords mortgage holder, such cooperation is to be at no cost to Tenant or Landlord. Landlord agrees that provide that so long as tenant subordinates to mortgage and not in default under this lease then tenant may not be disturbed even in foreclosure.
18. **PARKING:** - will be provided in the parking lot adjoining the premises For use by Lessee and its employees and invites. All parking is controlled by Landlord.



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WITNESS the execution hereof, under seal, in any number of counterpart
Copies, each of which counterpart copy shall be deemed an original for all
purposes, as of the day and year first above written.

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable
considerations, the receipt of which I hereby acknowledge

I John C. Seaska 61 Longfellow St.
West, ME 04092

I _____, of _____.

Do hereby personally and individually guarantee the full and faithful performance
Of all conditions aforementioned imposed upon the Lessee in the foregoing lease.

John C. Seaska Landlord
By J B Dye
Witness

Tenant
By John C. Seaska

J B Dye
Witness

By _____

By _____