

LEASE AGREEMENT

This lease agreement is made this 1st day of September, 2014 by and between Portland 938, LLC, of 938 Forest Ave Portland, Maine (hereinafter called "Landlord") with mailing address at 938 Forest Ave Portland, Maine 04103 and: Michael Moore and Kenneth Glanton of Portland, Maine (hereinafter referred as "Tenant") with mailing address at 938 Forest Ave. Portland, ME 04103.

1. **CONFIRMATION:** This Lease Agreement is subject to confirmation and verification of all the information provided to Landlord by Tenant, including but not limited to, source of employment, income levels, and resources. It is also subject to a satisfactory reference and credit check, payment of security deposit in full as well as the first month's rent and the prompt surrender of possession of the premises by a departing tenant. The Landlord will not be liable to the Tenant for any consequential damages resulting from this provision of this Lease Agreement.

2. **PREMISES:** The Tenant agrees to rent from Landlord the use and occupation as a private residence for Tenant and Tenant's immediate family, the following premises: Partial 2nd Floor Space (bath & Kitch) & full 3rd Floor at 938 Forest Ave, Maine (hereinafter referred to as the "Premises"). Parking shall be permitted as follows: 2 cars to the Walton Street side of large tree. Appliances shall be provided by Landlord as follows: Kitchen stove and refrigerator.

3. **RENT PAYMENTS:** The rent for the Premises is: \$ 1,100 per month. The Tenant shall pay the rent for each month on the first (1st) day of that month. Rent payments shall be directly deposited to the Landlord's account or mailed to the Landlord at the above address unless otherwise designated, at the Landlord's election. An additional charge of four (4%) percent of the amount due shall be paid to Landlord in the event that the deposit is not made or the envelope bearing the payment is not postmarked within fifteen (15) days of the rent due date. Late payment charge shall be due upon payment of rent. In the event the lease term begins on a day other than the first (1st) of the month or ends on a day other than the thirtieth (30th) of the month, rent will be prorated for that period. The Tenant will pay a Ten Dollar (\$10.00) service fee as additional rent for any check returned to Landlord by the Tenant's bank for insufficient funds or any other reason.

4. **TERM OF LEASE:** The Landlord will rent the Premises to the Tenants for a term of 1 year beginning Sept. 1, 2014 and ending 12:00 p.m., August 31st, 2015. If, through no fault of Landlord, Landlord is unable to deliver possession of the premises to the Tenant within ten (10) days of the commencement date of this lease, Tenant may cancel this lease by notice to Landlord, and neither party will have any further obligation hereunder. Any sums paid under the Lease will be refunded to the Tenant. Tenant will have no other remedy for the Landlord's inability to deliver the premises, unless the failure to deliver is caused by Landlord's negligence or wrongful acts. In the event the Tenant stays beyond the expiration of the lease, the Tenant shall be deemed to be a "tenant at will." The other terms and conditions of this lease will remain in full force and effect. Tenant may be evicted without notice at the end of the term if Landlord commences an eviction action within seven (7) days of the end of the term.

5. **SECURITY DEPOSITS:** The Tenant shall deposit with the Landlord \$^{1,100} as a security deposit at the commencement of the lease. The security deposit is in addition to rental payments and shall not be used by the Tenant as a substitute for unpaid rent. The security deposit will be used by the Landlord after the tenancy is terminated to repair damage to the residence, if any; for the actual cost of any unpaid rent; other charges owed to the Landlord, and the cost of moving, storing and disposing of any unclaimed property. The security deposit will not be used to pay for routine cleaning or painting of the Premises caused by normal wear and tear. In the event the Landlord retains all or a portion of the security deposit, the Landlord will provide the Tenant an itemized list of charges and return the balance of the security deposit to the Tenant within thirty (30) days after the termination of the tenancy by mailing it to the Tenant's last known address. If Landlord uses any of the security deposit money to fulfill obligations of Tenant hereunder, Tenant will deposit sufficient monies so that said security deposit will at all times be equal to the full deposit identified above.

6. **CO-TENANTS:** In the case of co-Tenants, the obligations and commitments contained in this Lease will be joint and several, and each of the co-Tenants expressly agrees to perform the obligations and make the payments required under this Lease without regard to any performance by a co-Tenant. Any default or breach of the terms of this Lease by any co-Tenant will constitute a default or breach by all co-Tenants. The co-Tenants agree that they will work out the details of dividing any refund of a security deposit among themselves and the delivery of any personal property left on the premises after all co-Tenants vacate. The Landlord may pay the refund or deliver personal property to any person identified as a Tenant under this Lease Agreement.

7. **TENANTS' RESPONSIBILITIES, USE OF PREMISES:**

a. **USE:** The Tenant agrees that the Premises will be used only as a personal residence, except for incidental use in trade or business (such as telephone solicitation of sale or arts and craft created for profit). Such incidental uses shall be allowed as long as they do not violate local zoning laws, damage the premises, disturb neighbors, or affect the Landlord's ability to obtain liability insurance. The total number of persons residing in the Premises will not exceed the parties named herein and their children. Guests shall not remain with the Tenant for more than seven (7) consecutive days or more than a total of fourteen (14) days in any twelve (12) month period without the consent of Landlord.

b. **DAMAGE:** Tenant agrees not to damage the Premises, the building or grounds. Damage (other than normal wear and tear) caused by Tenant, the Tenant's family, invitees or guests shall be repaired in a good and workmanlike manner by the Tenant at the Tenant's expense. Tenant will promptly notify Landlord in writing of any and all deterioration, damage or other condition requiring repair to the premises, of which Tenant has or should have knowledge, and Tenant shall be liable for any such repairs or maintenance arising out of or caused by Tenant's failure to notify the Landlord.

c. **ALTERATIONS:** No alterations, additions or improvements to the Premises, the

building or property shall be made by the Tenant without prior written consent of the Landlord.

d. **VEHICLES; STORAGE OF MATERIALS:** Tenant will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, motorcycles and the like in the parking lot or any other portion of the property, or store any materials on the exterior of the premises or common areas without prior written consent of the Landlord. If Tenant breaches this condition, the Tenant understands that Landlord may dispose of any such vehicle or item at the Tenant's expense.

e. **SMOKING:** Smoking ___ is X is not (Check one) permitted within the Tenant's dwelling unit. Smoking is prohibited in any common areas of the building.

8. **ALLOCATION OF SERVICES PROVIDED BY THE LANDLORD AND TENANTS:**

Tenant shall be responsible to pay for the following utilities on the Premises and establish accounts in Tenant's own name. For utilities provided by Landlord, Tenant agrees to take reasonable steps to conserve.

	Landlord	Tenant
Electricity	<u>X</u>	_____
Heating Oil	<u>X</u>	_____
Natural Gas	<u>X</u>	_____
Water	<u>X</u>	_____
Sewerage	<u>X</u>	_____
Trash Removal	<u>X</u>	_____
Yard Maintenance	<u>X</u>	_____
Snow Removal - Driveway, Parking Area	<u>X</u>	_____
Snow Removal - Walks, Stairways	_____	<u>X</u>

9. **MAINTENANCE:** Tenant shall be responsible for normal maintenance of the premises, including the appliances. Landlord shall be responsible for any capital repairs of the appliances, of the Premises, the building and utility services unless repairs or replacement are attributable to damage caused by neglect or abuse of the Tenant, in which case the Tenant shall be responsible for repairs or replacements. Landlord's responsibilities in regard to providing the above services shall be limited to repair and replacement and shall not include any consequential damages.

10. **LANDLORD'S RESPONSIBILITIES:** Landlord agrees not to interfere with Tenant's legal use of the Premises and promises that the Premises will be fit to live in, and will not be dangerous to health or safety of the Tenant. Landlord's responsibilities in this respect shall not apply in the event that the damage is due to the misconduct of the Tenant or the Tenant's family,

invitees or guests. Landlord shall pay real estate taxes assessed on the Premises and personal property taxes on the appliances the Landlord furnishes to Tenants. Landlord's responsibilities shall cease upon sale or transfer of the Premises, except for Landlord's prior negligence which has resulted in damage or loss occurring prior to the sale or transfer.

11. **LANDLORD'S ENTRY INTO THE PREMISES:** Except for emergencies, the Landlord or Landlord's agents may enter the Premises only during reasonable hours and after reasonable notice. Twenty-four (24) hours' advance notice is presumed to be reasonable. The Tenant may not unreasonably withhold consent to the Landlord or Landlord's agents to enter the Premises. Entry is permitted in order to inspect the premises, make necessary or agreed upon repairs, decorations, alterations of improvements, supply necessary or agreed upon services or show the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

12. **KEYS:** The Tenant ___ may may not (Check one) changes the locks to his Unit. In the event that Tenant changes the locks to premises, Tenant shall provide keys to Landlord within 48 hours or will be in default. If Tenant changes the locks and does not provide duplicate keys to Landlord, in the event of emergency, Landlord may gain admission to the Premises through whatever means necessary and charge the Tenant reasonable costs for any resulting damage. Tenant is liable for all expenses incurred by Landlord to re-key the premises to conform with building standards.

13. **DISTURBING THE PEACE:** The Tenant agrees not to cause or allow on the Premises or property any nuisance, noise or other activity which disturbs the peace and quiet of neighbors or violates any state law or local ordinance.

14. **TERMINATION OF LEASE:**

a. **TERMINATION FOR NONPAYMENT OF RENT:** In the event that rent payments are not received by the Landlord on or before seventh (7th) day of the month, together with any late payment due, the Tenant shall be in default of the lease. The lease may then be terminated by the Landlord, upon seven (7) days notice. If Tenant pays all rent arrearages within seven days of the notice, this Lease will be reinstated. Tenant shall only be entitled to one (1) written warning of default for nonpayment. In the event of a second default for nonpayment within seven (7) days of the due date, the tenancy may be terminated without further notice. Payments of rent due after seven days of the notice shall not reinstate this Lease unless specifically agreed to in writing. Acceptance of payment does not void or waive Landlord's right to evict.

b. **TERMINATION IN THE EVENT OF NUISANCE OR DAMAGE:** In the event that the Tenant breach Tenant's obligations not to create a nuisance, Tenant shall be in default of the lease. No notice of default is required (1) if written warnings have previously been given to Tenant for the conduct complained of, or (2) in the event of the threat of or occurrence of substantial damage to the premises or threat of or actual harm to Landlord or neighbors. In those events, the lease may be terminated, without further notice, by Landlord's commencement of an eviction action in the Maine District Court. Landlord may also be entitled to injunctive relief as set forth in Title 14 Maine

Revised Statutes Annotated, Section 6030-A. In the event of minor damage to the Premises or property caused by Tenant, Tenant's guests or invitees, Landlord shall provide seven (7) days to repair, and if not corrected by Tenant within the time provided, or as soon thereafter as the breach can reasonably be cured, then the Tenant shall be in default without further notice.

c. **OTHER VIOLATIONS OF THE LEASE:** In the event any other term of this lease is violated and the Tenant has not cured the violation within seven (7) days notice of the violation is provided to the Tenant by the Landlord at the Premises, the Tenant shall be in default of the lease, without any further notice, and the lease may be terminated by commencing an eviction action in the Maine District Court. Tenant shall only be entitled to one (1) written warning of default for any default under this paragraph. In the event of a second breach of this Lease for the same activity which gave rise to the previous written notice, the tenancy may be terminated without further notice. In the event that the default specifically provides for termination without notice, the lease may be terminated by Landlord's commencement of an eviction action in the Maine District Court.

d. **TERMINATION OF LEASE BY TENANTS:** If the Landlord fails to cure the violation of any of Landlord's responsibilities under this Lease within seven (7) days after the Tenant has mailed a notice of violation, or as soon thereafter as the breach can reasonably be cured, the Tenant may terminate the lease without any additional notice by vacating the premises and surrendering the keys to the Landlord.

e. **PAYMENT OF RENT AFTER TERMINATION:** Tenant acknowledges and agrees that Landlord's acceptance of rent after date of termination of this Lease shall not be considered to void the termination nor preclude the Landlord from enforcing its rights, including the right to evict the Tenant. Such payments shall be for Tenant's use and occupancy of the premises and shall not be considered as rent.

15. **NOTICE:** All notices required to be made by either party under this Lease shall be made by any of the following methods:

a. **TO TENANT:**

i. certified mail, return receipt requested, at the mailing address of Tenant set forth on Page 1 of this Lease, in which case the effective date of delivery is when the letter is received, refused, or the first attempt at delivery is made;

ii. hand delivery to Tenant, or by leaving copies with any person of suitable age and discretion then residing at the premises; or

iii. after three (3) good-faith attempts to hand deliver, by both mailing the notice by first class mail to the Tenant's mailing address as set forth on Page 1 of this Lease, and by leaving the notice at the Premises, in which case the effective date of delivery is when the notice is left at the premises.

b. **TO LANDLORD:**

Notice to Landlord shall be accomplished by hand delivery or certified mail, return receipt requested at the address of Landlord where rent is delivered. The effective date of delivery is the date of hand delivery or receipt of the certified mail.

16. **ANIMALS:** Tenant agrees that no dogs, cats, or other animals are to be kept on the Premises without the express written consent of Landlord.

~~17. **RIGHTS OF MORTGAGEE:** Landlord reserves the right to subordinate this lease at all times to the lien of any mortgage now or hereafter placed upon the premises and the Tenant agrees to execute and deliver, upon request, any documents subordinating this lease to the lien of such mortgage as shall be requested by the Landlord and any mortgagee~~

18. **INSURANCE AND LIABILITY:** The Tenant shall provide "renter's insurance" on the Premises protecting their personal property and shall hold the Landlord harmless from any damage incurred except damage resulting from the Landlord's violation of Landlord's responsibilities under the terms of this lease agreement. Landlord may request evidence of such insurance. Tenant agrees to indemnify and hold harmless the Landlord and Landlord's agents from any loss or damage arising by reason of any injury to persons or property or any claim on account thereof, or claim which Landlord may incur and any costs or expenses to which Landlord may be put resulting from the Tenant's use of the premises, except when loss or damage was occasioned by the negligence of the Landlord or Landlord's agents.

19. **DAMAGED PREMISES:** If the Premises are damaged so that they cannot be lived in, and the damage is not the result of the misconduct of the Tenant, the Tenant's family, invitees or guests, the Tenant will not be liable for rent from the date of the damage, or if partially useable, rent shall be reduced for the length of time in which the premises are being repaired. Either Landlord or Tenant may cancel the lease on reasonable notice if the damage is not promptly repaired by the Landlord.

20. **SUB-LETTING AND ASSIGNMENT:** The subletting or assignment of this Lease is not permitted without the written consent of the Landlord, or his agent. In the event of a sublease or assignment, the Tenant shall remain liable on the Lease obligations unless released by Landlord in writing.

21. **WAIVER:** The waiver by the Landlord of any breach of any term, covenant or condition herein will not be deemed to be a waiver of such term, covenant or condition or any of its subsequent breach, or any other term, covenant or condition herein no matter how long it may continue. The subsequent acceptance of rent by the Landlord under this provision will not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this lease, other than the Tenant's failure to pay the particular rent so accepted by Landlord.

22. **LEAD PAINT:** Pursuant to federal law, if the Premises were constructed prior to 1978, a Lead-Based Paint disclosure statement must be executed by the parties, and a Lead-Based Paint pamphlet must be delivered by Landlord to Tenant. The parties acknowledge compliance with this requirement.

23. **GENERAL:** This Lease shall benefit and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. This Lease is made in accordance to the laws of the State of Maine. If there is more than one Landlord or Tenant under this Lease, the word "Landlord" or "Tenant" shall include the plural. Any provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision under this Lease and all other provisions shall remain in full force and effect. In particular and without limitation, it is not the intention of the parties that any provision of this Lease be construed to require Tenant to waive any non-waiveable rights established under Title 14 of the Maine Revised Statutes Annotated, Section 6001 and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of their respective provisions.

24. **RULES AND REGULATIONS:** Landlord may have in effect or may adopt or amend reasonable rules and regulations to be followed by the Tenant, concerning the wise use and efficient operation of the Premises, such as parking, trash removal, decoration of units, etc.

25. **SIGNATURES:** The Tenants and Landlord have each signed and received identical copies of this lease.

Dated this 1st day of September, 2014.



Landlord



Tenant

Walter L. Mae

Tenant

Tenant

*Pay security deposit
back equally to
each tenant
at end of lease — Will*

9/2/14 -

Ken Glanton asked today to pay September - December 2014 (4 mos) Rent in advance, which he did. I received his check for \$2,320.00 today. Ken's and Michael Moore's agreement is that Ken's rent is 580/mo and Michael's is 520/m for the total rent I agreed to of \$1,100/mo. Ken's \$580/m will resume 1/1/15. Michael will send me a check for \$520/m going forward. I was informed by Michael that he paid McKenzie Parker her share of the security deposit so nothing is owed to her. Ken and Mickey will now settle the security deposit issue between them selves and at the end of our relationship, I will split the security deposit evenly between them if the apartment is in good order.

Wm Eric 9/2/14