

Maine Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 13 day of MAY, 2015, by and between Paul and Patricia Catsos (hereinafter referred to as "Landlord") and MERCEDES VAEZ and ARIANNA ELMQUIST (referred to as "Tenants").

Landlord owns a two story house located at 21 Waverly Street Portland, Maine (hereinafter referred to as the "Premises"). Landlord desires to lease only the 2<sup>nd</sup> floor of the Premises, not including any use of the yard, garage or other parts of the building, to Tenants. Landlord and Tenants agree as follows:

1. **TERM** - Landlord leases to Tenant the Premises together with appliances described below, for a term of Twelve (12) months, such term beginning on **August 1<sup>st</sup> 2015**, and ending at 11:59 PM on **July 31, 2016**.
2. **UTILITIES** - Landlord shall be responsible for the cost of Portland city water, sewer and natural gas for heat. Normal function of heat is described on the attached form. Tenants shall be responsible to arrange for and pay all other utilities, including but not limited to: Electricity, Cable or Satellite TV, Telephone and Internet.
3. **PARKING** - Tenants shall be entitled to the use of two off street parking space(s), located immediately next to the house. Snow removal from the spots is not guaranteed, and remains up to tenants, though from time to time might be performed by Landlord as they see fit.
4. **RENT** - The monthly rent of One Thousand five hundred dollars (\$1,500.00) is due on the 1<sup>st</sup> day of each month, with the first installment to be paid upon the execution of this Agreement, or on or before **August 1, 2015**, and the second installment to be paid on **September 1, 2015**. All such payments shall be made payable to and delivered to Patricia Catsos at 21 Waverly Street Portland, Maine 04103, on or before the due date and without demand.
5. **LATE CHARGE** - In the event that any payment required to be paid by any Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty-five dollars (\$25.00) per day. Habitual late payment of rent (three months out of any five month period) shall constitute a breach of the Agreement, and Landlord may terminate at his/her discretion.
6. **DAMAGE DEPOSIT** - At the time of execution of this Agreement, Tenants shall deposit with Landlord the sum of one thousand dollars (\$1,000.00) accompanying the first rent payment defined above, receipt of which will be acknowledged in writing by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises caused by any Tenant or their guest(s), upon the termination of this Agreement.

7. **ANIMALS** - Tenant shall be entitled to keep no more than one domestic cat or bird, subject to prior approval of the landlord
8. **NO SMOKING** - Tenant expressly understands that smoking is not permitted within or on the premises by anyone.
9. **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 habitable condition.
10. **APPLIANCES** - Lease of the Premises includes use of a refrigerator, stove, washer and dryer.
11. **USE OF PREMISES** - The interior portion of the Premises shall be used and occupied only by the Tenants defined above, exclusively, as a private dwelling. No part of the Premises shall be used at any time during the term of this Agreement 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 dwelling.
12. **ASSIGNMENT AND SUB-LETTING** - Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.
13. **MAINTENANCE AND REPAIR** - Tenant will keep the Premises in good and sanitary condition during the term of this Agreement. Tenant agrees he/she shall deposit all trash and recycling in the designated locations provided and not store any trash or recycling within the common areas or halls, shall not leave windows or doors in an open position during any inclement or cold weather and shall not obstruct the driveways, sidewalks, stairs and/or halls in any manner.
14. **INSPECTION OF PREMISES** - Landlord shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the Premises and for the purposes of making any repairs or alterations as may be deemed appropriate by Landlord.
15. Landlord shall not be liable for any damage, theft or injury of or to the Tenant(s) property.

TENANT ("Tenant"):

Sign: 

Print: MERCEDES VAEZ Date: MAY 13, 2015

TENANT:

Sign: 

21 Waverly (Floor 2) Residential Lease

Print: ARIANNA ELMQUIST Date: 05/14/15

LANDLORD:

Sign: Paul Catso

Print: Paul Catso Date: 5/17/15