

APARTMENT LEASE

THIS Lease made as of the 19th day of AUGUST 2013, by and between Stephen and Nancy Parchesky, (Landlord) and Robert and Lynn Barden, (Tenant).

The Landlord leases to the Tenant the premises known as 3 Bramhall Terrace, Portland Maine 04103 hereinafter called the "leased premises", consisting of 5 rooms, for the term from October 19 2013, to October 18 2014, under the following terms and conditions:

There shall be no other persons residing in the rented premises except as specifically authorized in writing by Landlord or as listed hereinafter:

- Rental:** The Tenant promises to pay rent in the amount of [redacted] per month payable in advance on or before the first day of each month, without notice or demand (except as permitted under Maine Law), commencing on October 19, 2013. Checks or money orders should be made payable to: Foreside Management sent via regular mail to: c/o Foreside Management PO Box 957 Portland, ME 04104.
- NOTE:** Payment must be in check or money order from; cash cannot be accepted.

If the Lease term shall commence other than the first day of the month, the full months rent is due upon move in. The prorated rent of \$ [redacted] shall be due on the 1st day of the following month.

If Tenant fails to pay rent within seven (7) days of the due date, this Lease shall be deemed to be breached, the term hereof forfeited, and Tenant, without further demand or notice, shall be subject to a forcible entry and detainer action (eviction), as well as suit for damages.

Notwithstanding the foregoing provision and without waiving any rights thereunder, Tenant shall be liable for and pay to Landlord a late payment penalty of four (4) percent of the monthly rent in accordance with State law, as additional rent. This charge is in addition to any other rights and remedies possessed by Landlord. The receipt by Landlord of less than the full amount due under this lease shall not be deemed a waiver of the right to require immediate full payment of the charges due herein.

2. The SECURITY DEPOSIT in the amount of [redacted] shall be paid to Landlord before occupancy. Additional security deposit for pets \$ N/A. **If Tenant breaks this lease during the lease term then the security deposit will be forfeited as a penalty fee.**

- a) Said deposit may be applied by Landlord toward reimbursement for any reasonable costs, or repairs or cleaning necessitated by Tenant's acts or omissions in violation of the Agreement (normal wear and tear excluded), and for rent which is due, unpaid and owing.
- b) Within thirty (30) days after Tenant vacates the Leased Premises, Landlord shall return to Tenant the security deposit, as per agreement, less any deductions Landlord is entitled to make under section (a) of this clause. If any deductions are made, Landlord shall give Tenant a written itemized statement.
- c) Tenant specifically authorizes Landlord to deduct amounts of unpaid utility bills, from the deposit in the event they remain unpaid after termination of this agreement.
- d) **TENANT SHALL NOT SUBSTITUTE SECURITY DEPOSIT FOR RENT FOR THE FINAL MONTH OF THE TERM.**

PETS: The Tenant shall only keep, harbor or permit animals on or in the Leased Premises for any period of time upon receipt of the expressed written permission of Landlord, and upon the separate execution of a pet agreement. A refundable damage fee of \$ N/A is hereby acknowledged to have been received. Tenant will provide proof of vaccination for rabies, leukemia, distemper, and positive pet reference. Tenant agrees to pay for all damages to the Leased Premises and/or the grounds that result from Tenant's possession of pet.

3. **EQUIPMENT:** Tenant hereby accepts responsibility for appliances and fixtures within the apartment and no changes should be made without notifying the Landlord. The Landlord's property includes:

stove	X	garbage disposal	X
refrigerator	X	dishwasher	X
shades	X	ceiling fans	X
curtain rods	X	exhaust fans	X
light bulbs	X	bookcases	X
other _____		movable closets	N/A
		microwave	X

Tenant agrees to maintain said equipment in good clean order and repair. Tenant agrees not to deposit grease, rubbish or other articles (which may damage the fixtures) into the

sinks or toilets. Any repairs necessitated by the improper use or maintenance of such equipment shall be performed by Landlord and Tenant agrees to pay all expenses in connection with such repairs, which amounts shall become due and payable by the Tenant with the next installment of rent.

OTHER EQUIPMENT: _____

4. I _____ verify that on _____ 20____, the smoke detector at _____, Apt. # _____ was tested and proven to be operable. I understand it is my responsibility to maintain it in working condition and to report any malfunction to the manager/owner immediately upon detection.

5. **UTILITIES:** The Landlord (L) or Tenant (T) agrees to pay the cost of the following utilities as they become due:

Electricity	T	Rubbish	T
Gas	T	Snow Removal	L
Heat	T	Water/Sewer	L
Hot Water	T	Other	_____

6. **PARKING:** Tenant shall have the right to park _____ registered car(s) in the parking lot. Designated spot _____.

1st car make: HONDA CR-V Color: WHITE Lic.#: 7816 TJ
2nd car make: _____ Color: _____ Lic.#: _____
A rent of \$ _____ per month will be charged for the second car.

All vehicles must be kept in good operable condition and a current inspection and registration. Landlord reserves the right to designate a specific parking place for said car. Tenant agrees not to clean or repair said car in the parking area except as Landlord may authorize, nor to store or park trailers, boats, unregistered vehicles, snowmobiles or other similar machinery thereon. Any costs incurred from the improper storage or maintenance of said vehicle shall be at the Lessee's sole expense.

7. **OTHER CHARGES:** There is a \$25.00 charge for all checks returned for non-sufficient funds or any other reason by the bank. Tenant will also be charged for door key replacement and for lockouts.

8. **USE OF PREMISES:** The Leased Premises may be used only for a private residence. The Tenant shall not do or permit any act or thing on the Leased Premises or any common areas that is illegal, noisy, dangerous, creates a nuisance or interferes with the rights, comforts or conveniences of other Tenants. The Tenant shall not use the Leased Premises for any purposes that will affect the Landlord's ability to maintain fire or

liability insurance, or which will be deemed extra hazardous by Landlord's insurance carrier. Tenant shall not destroy, deface, damage or remove any part of the unit, common areas or grounds. Tenant agrees not to store items in common areas or grounds without first obtaining express written permission from the Landlord. Reasonable **QUIET** must be maintained at all times and especially after 10:00p.m. **QUIET** enjoyment means that a Tenant's noise must not extend beyond the bounds of the Leased Premises. **NO DISRUPTIVE PARTIES** are allowed.

9. **LEASED PREMISES:** The tenant agrees to keep the leased premises in a clean and orderly manner, including windows, doors, appliances and other equipment and fixtures included in the leased premises and shall deliver up the leased premises at the termination of the Lease (or at the end of any renewal or extension period thereof) in a clean and habitable condition, reasonable wear and tear excepted. Upon vacating the leased premises, Tenant shall deliver to Landlord all keys to the premises, and failure to do so will result in Landlord charging a penalty fee of **\$50.00**.
10. **ASSIGNMENT:** The Tenant will not assign this Lease or his/her interest therein or sublet the leased premises or any part thereof to any person without the express written consent of the Landlord and of any co-Tenant under this Lease.
11. **CO-TENANTS:** In the case of co-Tenants, the obligations and agreements contained in this Lease shall be joint and several, and each of the co-Tenants expressly agree to per the obligations and make the payments required under this Lease without regard to any nonperformance by a co-Tenant. A default or breach of the terms of this Lease by any co-Tenant shall constitute a default or breach by all co-Tenants, whether for payment of rent, termination of Lease, or otherwise, and the Landlord expressly reserves all remedies and rights for any such default or breach.

In the event of multiple Tenants, no individual Tenant may terminate this Lease unless: (a) all other co-Tenants expressly consent to such termination and agree in writing to assume the liabilities of such terminating Tenant; and (b) the Landlord expressly consents in writing to such arrangement; and (c) the terminating Tenant pays liquidated damages equal to one month's rent divided by the number of co-Tenants. Additionally, in its sole judgment, the Landlord may require all co-Tenants to terminate the Lease in accordance with the requirements of Paragraph 24.

Security deposit returns, if applicable, will be made payable to all co-Lessess unless Landlord receives written authorization signed by all parties outlining the distribution of said security deposit.

12. **REPAIRS:** The Landlord shall maintain the building and grounds appurtenant to the Leased Premises in a decent, safe and sanitary condition and shall comply with all state and local laws, regulations and ordinances concerning the condition of dwelling units which at a minimum must be maintained in decent, safe and sanitary condition. Landlord shall remove snow from the sidewalks on front of the dwelling units and driveways as

soon as it may be reasonable done after a snowfall. Tenant shall notify Landlord of dangerous conditions or the need for repairs on the Leased Premises, and shall use extreme caution and guard against loss or risk to himself/herself and others until such time as Landlord has had a reasonable opportunity to address the problem.

13. **ALTERATIONS:** Tenant agrees not to perform any alterations or paint the leased premises without first obtaining the express written permission of Landlord.
14. **TENANT'S PROPERTY:** It is recommended that Tenant insure, to its full value against fire and extended coverage risks, all personal property kept on the leased premises, with all rights of subrogation against Landlord, its agents and employees, waived, except those rights of subrogation arising out of the negligence of the Landlord or its agents; that said property shall in any event be kept at Tenant's risk, and Landlord, its agents and employees, shall not in any way be responsible therefore, unless damage to said personal property is as a result of the negligence of the Landlord or its agents. Any personal property not removed by the Tenant as of the date of the termination of this Lease or any renewal or extension thereof shall be deemed abandoned and shall be disposed of according to the laws of the State of Maine. This paragraph is not intended to waive any rights Tenant might have for the negligent acts of the Landlord or its agents.
15. **DESTRUCTION:** In cases the premises, or any part thereof, during the term be so destroyed or damaged by fire or other unavoidable casualty as to be unfit for occupation or use as an apartment, then the rent, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by the Landlord; and if such repairs will require twenty (20) calendar days or more to complete, then this Lease at the election of either the Landlord or the Tenant, upon written notice to the other within thirty (30) days after the date of such destruction, shall be terminated.
16. **INDEMNIFICATION:** The Tenant agrees that he/she will indemnify and hold harmless the Landlord from any loss, damage, claim, demand, suits, judgments or liabilities which the Landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or resulting from the use of the leased premises or common areas by Tenant, her/hers agents, guests or invitees, unless said loss, damage, claim, demand, suit or liability was the result of negligence by the Landlord or its agent. The Tenant further agrees to carry a suitable Tenant's insurance policy including liability coverage for the leased premises. Notwithstanding the foregoing, the Landlord shall not be released from any liability resulting from the negligence of the Landlord or its agents.
17. **INSPECTION:** Landlord or its agents may enter the Leased Premises for the following purposes: to inspect, to make repairs and to exhibit Leased Premises to prospective purchasers, mortgagees, and prospective Tenants. Such entries shall be preceded by at least twenty four (24) hour notice, and not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the Leased Premises. If, however, Landlord or agent reasonably believes that an emergency (such as fire, flood, etc.) exists which

requires an immediate entry, such entry may be made without notice and without Tenant's consent. When Tenant requests routine repairs, Landlord's acceptance of the request shall be deemed adequate notice of entry.

18. **TAXES:** The Landlord shall pay all municipal taxes and assessments, except personal property taxes applicable to personal property of the Tenant, which tax the Tenant agrees to pay. Said tax when issued will be deemed additional rent.
19. **COMMON AREA:** Tenant shall have the right, subject to the provisions of this Lease, to use the common areas for access to and from the leased premises and for such other purposes as Landlord, in its sole discretion, may from time to time permit.
20. **OCCUPANTS AND GUESTS:** Tenants and any of his or her children listed above shall be the sole occupants of the leased premises. Guests shall not remain with the Tenant for more than seven (7) days in the aggregate per month during the year's term without the written consent of Landlord. The Tenant is responsible for conduct of any and all guests and shall be liable for any damages or disturbances caused by such guests.
21. **RENT INCREASES:** The Landlord and Tenant agree that the Landlord may increase the monthly rent due after the initial term of this lease by giving the Tenant thirty (30) days advance written notice.

Tenant shall have the right to terminate this Lease effective sixty (60) days from the date of notice of the increase by giving to the Landlord written notice of Tenant's election to terminate no later than thirty (30) days from the date of notice of the increase. In such case Tenant's rent shall not increase during the sixty (60) day period. If Tenant fails to terminate this Lease, Tenant shall be deemed to have agreed to pay said increased rent. Any increase in the monthly rent shall not alter or modify any other term, condition or agreement contained in this Lease.

22. **REGULATIONS:** Landlord reserves the right to adopt rules and regulations from time to time relating to the use and operation of the common areas, balconies, patio and other portions of the leased Premises visible to the public; together with rules and regulations relating to the convenience, comfort or common interest of other Tenants including those relating to noise, garbage, trash, barbecues, antennas, appliances and furniture moving. Tenant agrees to abide by such rules and regulations as set forth in the attached Rules and Regulations, and any amendments thereto and agrees that any violation of the rules shall be deemed a breach of this Lease. The Tenant hereby acknowledges receipt of the Rules and Regulations in force at the time this Lease was executed. The Landlord will notify the Tenant in writing of any changes to the Rules and Regulations.

23. **NOTICES:** Except as expressly provided by Maine Law any notice, demand, request of other instrument which may be or is required to be given under this Lease by Tenant to Landlord shall be delivered in person or sent by United States certified mail, postage prepaid given by Landlord to Tenant shall be delivered in person or sent by regular mail and shall be addressed:

a. To the Landlord:

Foreside Management
PO Box 957
Portland, ME 04104

or such other address as the Landlord may designate.

b. If to the Tenant to the address of the premises stated on this lease.

Any notice required or permitted by the terms of this Lease may be given by or to any Tenant, if there be more than one, and shall have the same effect as if given to all.

24. **OPTION TO TERMINATE:** Provided Tenant is not in default hereunder, Tenant may terminate this Lease upon the first day of any month by giving written notice to Landlord at least thirty (30) days prior to such termination. All rights of Landlord which shall have accrued prior to such termination including all rights relating to the condition of the leased premises shall survive such termination.

25. **OBLIGATIONS:** All terms and conditions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

26. **ADDITIONAL RENT:** Tenant agrees to pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent", (which includes, without limitation any costs for repairs for damage, any late fees, insufficient funds fees, cleaning fees incurred by Landlord as a result of Tenant's failure to abide by its agreements in that regard, security deposit and any amount necessary to replenish said deposit, any utility charges relating to the leased premises payable to Landlord or directly to a utility company), etc. If such amounts or charges are not paid at the time provided in this Lease, they will be collectable as additional rent with the next installment of rent falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy by Landlord.

27. **SUBORDINATION:** The Tenant accepts this Lease subject and subordinate to any mortgage, security interest or lien presently existing or hereinafter placed upon the

Leased Premises by Landlord and to any renewals and extensions thereof. Tenant agrees to execute such documents as necessary in the opinion of any mortgage or lien holder to evidence this subordination.

28. **HOLDOVER:** If the Tenant remains in possession of the leased premises after the expiration or other termination of this Lease or any duly executed extension thereof, such possession shall be as a month-to-month tenant. During such month-to-month tenancy the provisions of this Lease, including all rental provisions, shall be applicable.

29. **EVICTIION:** If the Tenant shall fail to pay rent and/or "additional rent" when due or shall fail to keep or perform any of the covenants herein, then Landlord may terminate this Lease in accordance with Maine Law; in that event, Tenant shall not be relieved of the obligations hereunder including, without limitation, the responsibilities of rental payment due until Tenant has physically vacated the premise.

Any false or misleading information provided by Tenant in an application for tenancy will be considered a breach of this Agreement and the Landlord shall have the right to cancel and terminate this Agreement immediately and all deposits shall be forfeited in favor of the Landlord as liquidated damages.

In addition to any other rights or remedies it may have for a breach the Landlord shall have the immediate right to re-enter the premises to remove all persons and property therefrom, to store all such property at cost of Tenant, all without service, notice or resort to legal process except as otherwise required by Maine law. No such re-entry shall be construed as a termination of this Lease unless a written notice of such intention is given to Tenant or unless so declared by a court of competent jurisdiction. All rights of Landlord, which shall have accrued prior to such termination, including all rights relating to the condition of the leased premises, shall survive such termination. Tenant shall also be responsible for Landlord's legal fees, if recoverable, pursuant to Title 14 Maine Revised Statues Annotated 6030(3).

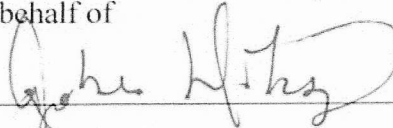
30. **WAIVER:** The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted.

31. **SEVERANCE:** Should any term of provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.


32. **REMARKS/OTHER:** _____

WHEREOF, We the undersigned do hereby execute and agree to this Lease Agreement.

Forside Management
Authorized Management Agent,
on behalf of

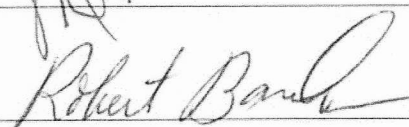


DATE: 8/19, 2013

BY: 

Its

DATE: 8/19, 2013

BY: 

Tenant

BY: 

Tenant

Acknowledge receipt of Rules and Regulations:

Date: 8/19/13

Resident Initials: RB/SD