

62 ALBA STREET LEASE AGREEMENT

The parties agree as follows:

DATE OF
THIS LEASE:

January 1, 2015

PARTIES TO
THIS LEASE:

Landlord: Lynn Davey
Address for notices: 9 Ponce Street, Portland, ME 04101

Tenants: Suzanne Davey, Sarah Murphy, Allison Penan: 62 Alba Street, Portland, ME 04103

TERM:

The term of this lease shall be month to month, with 30 days notice given to either party for termination of residency

PREMISES
RENTED:

2. 62 Alba Street, Portland, ME 04103

USE OF
PREMISES:

3. The premises may be used as a living space, a private residential dwelling, for tenants identified above as parties to lease. 62 Alba Street is for residential use only. Occupancy is limited to 3 adults. Pets are allowed with permission of the Landlord.

RENT:

4. The rent is \$ 1350 per month, which includes all utilities (gas, water, electric), as well as summer mowing service. Tenants will cover cost of broadband internet and any cable they desire. Landlord need not give Tenant notice to pay rent. Rent will be paid on the first of the month to landlord at above address.

SECURITY:

~~5. Tenant will give Landlord \$ 1350.00 as Security. The security deposit shall be received no later than the starting date indicated above. The security deposit will be returned within 30 days after departure provided no damage or extra cleaning is required, and will also serve as a deposit. Deposit will be forfeited if cancellation is made of stated term of lease, above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the term ends.~~

UTILITIES
AND
SERVICES:

6. Tenant agrees to be prudent with the use of all utilities including water and the use of the washer/dryer. Tenants are responsible for removal of snow and ice from walkways and driveway, and exterior entry points. Snow and ice must be sufficiently cleared so as not to create a hazard for anyone on the property.

DAMAGE TO
PROPERTY:

7. Tenant must keep and at the end of the term return the premises and all appliances, equipment, furniture, and other property clean and in the same good order and repair as they presented at the start of the term, unless otherwise negotiated with Landlord. Tenant is not responsible for ordinary wear on household, its furnishings, systems or appliances. If Tenant defaults, Landlord has the right to make repairs and charge their cost to the Tenant. The cost will be added to the agreed-upon rent and will become due on presentation of the relevant repair or replacement bills by the Landlord to the Tenant.

PROTECT
PROPERTY:

8. Tenant is to make Landlord known as soon as possible of any utilities or systems that are malfunctioning so Landlord can make expedient repairs. Landlord is responsible for damage caused by Landlord's own negligence, but is not responsible for damage to property caused by Tenant, including damage caused by Tenant's negligence. Tenant agrees to pay promptly, on presentation of the bill, for the cost of any repairs or replacements made necessary by Tenant's actions or negligence. Tenant is not responsible for rain, storm, wind, snow or flood damage that does not result from the Tenant's negligence. Due notice is given that in heavy rains, the basement floor can flood – do not put anything of value on the basement floor.

ALTERATION:

8A. Tenant must not alter, change, or add to the premises, except for those decorative or practical items that may readily be removed without leaving a trace, at the end of the term. Any other alteration must be approved by the Landlord ahead of alteration and in writing.

LANDLORD
MAY ENTER:

9. Landlord and/or his designated agent may, at reasonable times, and/or by appointment, enter the premises to examine, to make repairs, and to show it to possible buyers, lenders, or Tenants.

**COMPLYING
WITH
RULES:**

10. Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers, or Board of Fire Underwriters or similar group.

LIABILITY

11. Landlord shall not be liable for injury or damage to Tenant or to any persons who use or are on the premises. Tenant is responsible for all acts of Tenant's family, employees, and persons who visit the Tenant at the premises.

**CONSENT
BY
LANDLORD:**

12. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

SUBLET: 13. Tenant may not sublet all or any part of the premises, or assign this lease to anyone else. Further, Tenant must not permit any other person or persons to use or inhabit the premises overnight in the Tenant's absence without approval of Landlord.

**TENANT'S
DEFAULTS:**

14.a Landlord may give five (5) day's written notice to Tenant to correct any of the following defaults:

- 14.a.1 Failure to pay rent or added rent on time
- 14.a.2 Improper assignment of the lease, subletting all or part of the premises, or allowing another to use or inhabit the house overnight in the Tenant's absence, as outlined above in Section 13. above.
- 14.a.3 Improper conduct by Tenant or other occupant of the premises
- 14.a.4 Failure to fully perform any other requirement of the lease

**LANDLORD'S
REMEDIES:**

14.b If the Tenant fails to correct the defaults in section 14.a within five (5) days, Landlord may cancel the lease by giving Tenant a written three (3) day notice stating the date the term will end. On that date the term and Tenant's right in this lease automatically ends and Tenant must leave the premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages, and losses.

14.c If the lease is canceled, or rent, or added rent is not paid on time, or Tenant vacates the premises, Landlord may, in addition to other remedies, take any of the following steps:

- 14.c.1 Enter the premises and remove Tenant and any person or property;
- 14.c.2 Use dispossession, eviction, or other lawsuit to take back the premises.

14.d If the lease is ended or Landlord takes back the premises, Landlord may re-rent the premises and anything in it for any term. Landlord may rent for a lower rent and give allowances to the new Tenant. Tenant shall be liable for the Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorneys' fees, advertising and preparations for renting. Tenant shall continue to be responsible for rent, expenses, damages, and losses. Any rent received from the re-renting shall be used to reduce the sums the Tenant owes. Tenant waives all rights to return to the premises after possession is given to the Landlord by a Court.

**TO
CORRECT
TENANT'S
DEFAULTS:**

15. If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. Tenant agrees to promptly repay the Landlord the sum of money needed for this correction.

**WAIVER OF
JURY TRIAL:**

16. Landlord and Tenant waive trial by jury in any matter which comes up between the parties under or because of this lease (except for a personal injury or property damage claim). In a proceeding to get possession of the premises, Tenant shall have the right to make a counterclaim or set-off.

ILLEGALITY: 17. If any part of this lease is not legal, the rest of the lease will be unaffected.

NO WAIVER: 18. Landlord's failure to enforce any terms of this lease shall not prevent Landlord from enforcing such terms at a later time.

NOTICES: 19. Any bill, statement, or notice must be in writing and delivered or mailed to the Tenant at either the premises or the address for notices, and to the Landlord at the address for notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address or addresses noted above. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the address for notices.

SUBORDINATION: 20. This lease and Tenant's rights are subject and subordinate to: all leases for the premises or land in which it stands, mortgages on the leases, or on the premises, or on the land, money paid or to be paid by the lender under mortgages, and changes of any kind in and extensions of such mortgages or leases whether now or in the future. Tenant must promptly execute any certificate(s) that Landlord requests to show that this lease is subject and subordinate.

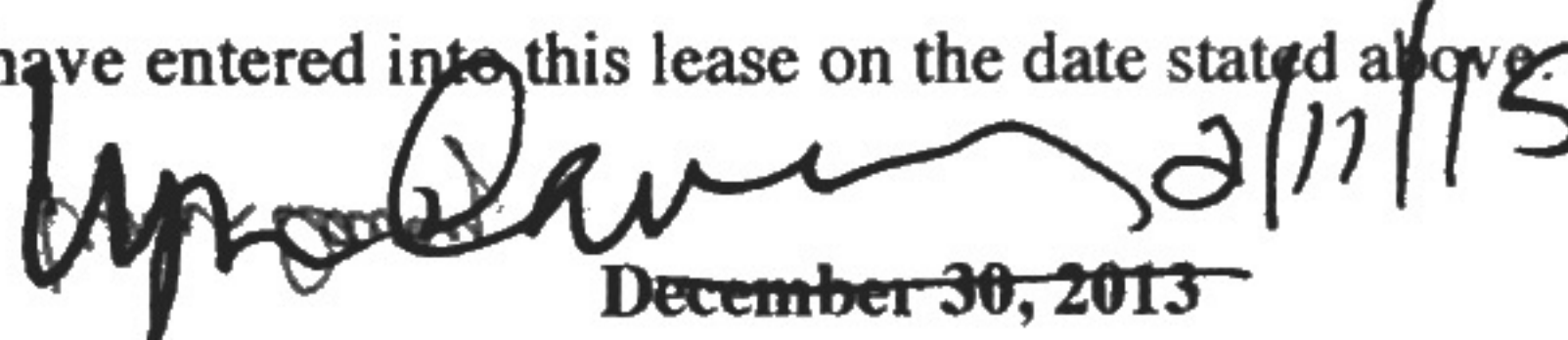
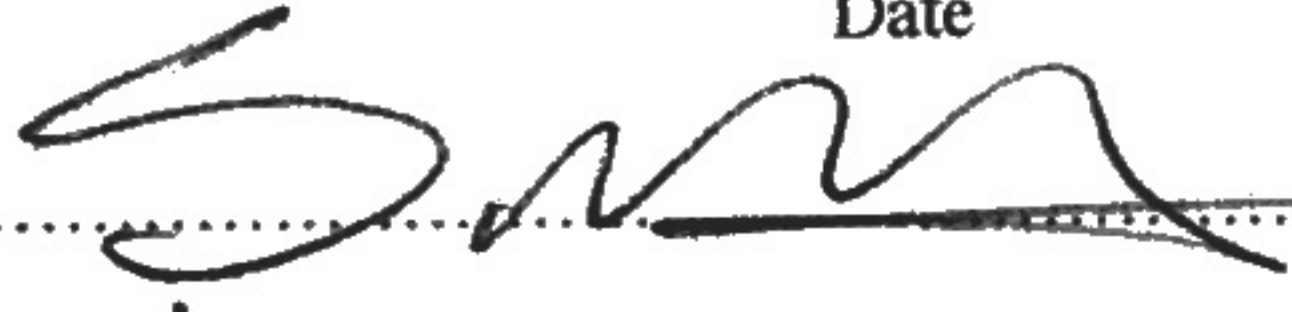
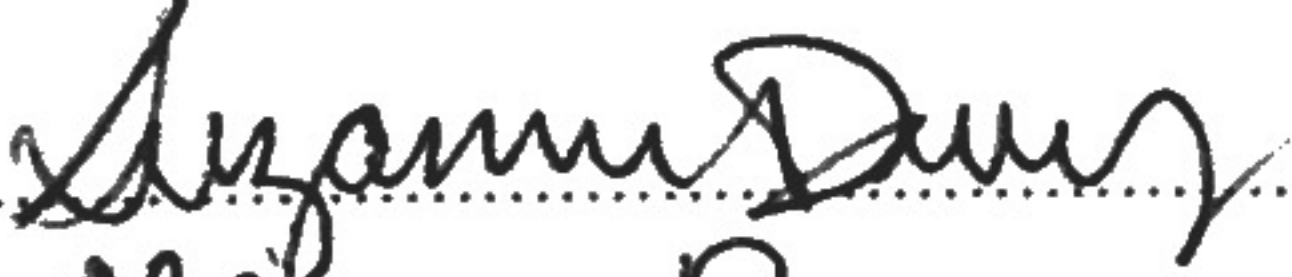
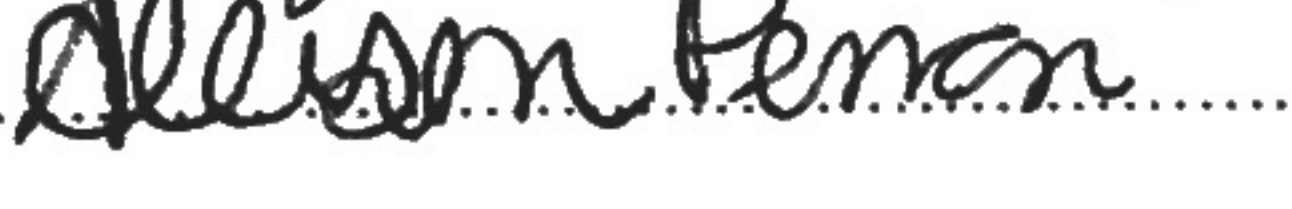
MARGIN HEADINGS: 21. The margin headings are for convenience only.

ENJOYMENT: 22. Landlord agrees that if Tenant pays the rent and is not in default under this lease, Tenant may peaceably and quietly have, hold, and enjoy the premises for the term of this lease.

SUCCESSOR: 23. This lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

CHANGES: 24. This lease can be changed only by an agreement in writing signed by the parties to the lease.

SIGNED: The parties have entered into this lease on the date stated above.

Landlord...		2/11/15
	December 30, 2013	
	Date	
Tenant.....		2/11/15
		Date
Tenant.....		2/11/15
		Date
Tenant.....		2/11/15
		Date