

## Marge Schmuckal - Penny time

---

**From:** Marge Schmuckal  
**To:** Desiree Kelly  
**Date:** 12/14/2010 5:05 PM  
**Subject:** Penny time

Desiree,  
Penny wanted me to set up some time to meet with the owners of the two buildings on Columbia Road. What does her calender look like for next week? Maybe a block of 30-45 minutes.  
Thanks  
Marge

## Marge Schmuckal - Columbia Rd properties

---

**From:** Marge Schmuckal  
**To:** Penny St. Louis Littell  
**Date:** 12/14/2010 11:41 AM  
**Subject:** Columbia Rd properties  
**CC:** Desiree Kelly

Penny - You are correct on the Lodging Conditional use appeal in the R-5 Zone. I skimmed thru too quick - sorry - I will set up a time with the property manager as you asked.  
Marge

↓  
Dan Bell  
774-1400

**Marge Schmuckal - 43 Columbia Road Vehicle without plates**

---

**From:** "Nadia Marcoux" <nadia@sullivanmgmt.com>  
**To:** <mes@portlandmaine.gov>  
**Date:** 12/28/2010 12:18 PM  
**Subject:** 43 Columbia Road Vehicle without plates  
**CC:** "Dan Bell" <dan@sullivanmgmt.com>

Hi Mrs. Schmuckal,

My name is Nadia Marcoux and I work for Sullivan Management. Per the request of the City of Portland's inspection of 43 Columbia Road we were asked to remove a car without license plates in their driveway of the property. I have contacted the owner Alyssa Jacobs who is a tenant on the lease there. She is trying to sell the vehicle and said that it is still titled in her name. What would you like us to do to move forward with this? She would like it to remain at her residence until she sells it as she is allowed to have a vehicle parked there. Thank you so much and I look forward to hearing back from you.

**Nadia Marcoux**  
Office Manager



Sullivan Management  
306 Congress St, Suite 6B  
Portland, ME 04101  
Office 207-774-1400  
Fax 207-773-4647  
[www.sullivanmgmt.com](http://www.sullivanmgmt.com)

## **Marge Schmuckal - shelter care group home/lodging house**

---

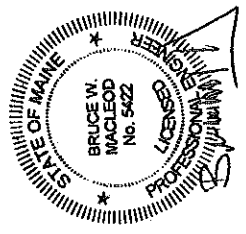
**From:** Marge Schmuckal  
**To:** Penny St. Louis Littell  
**Date:** 12/30/2010 11:16 AM  
**Subject:** shelter care group home/lodging house

Penny,  
I checked on 201 Congress Street. A permit is in UI to repair the roof and to demo and replace 10' of the rear (an egress, I believe). The permit was issued on 12/21/10. I am asking Tim Flannigan for floor plans so I can determine how the use would work. A lodging house does require parking, so I will discuss that aspect with him too.  
thanks,  
Marge

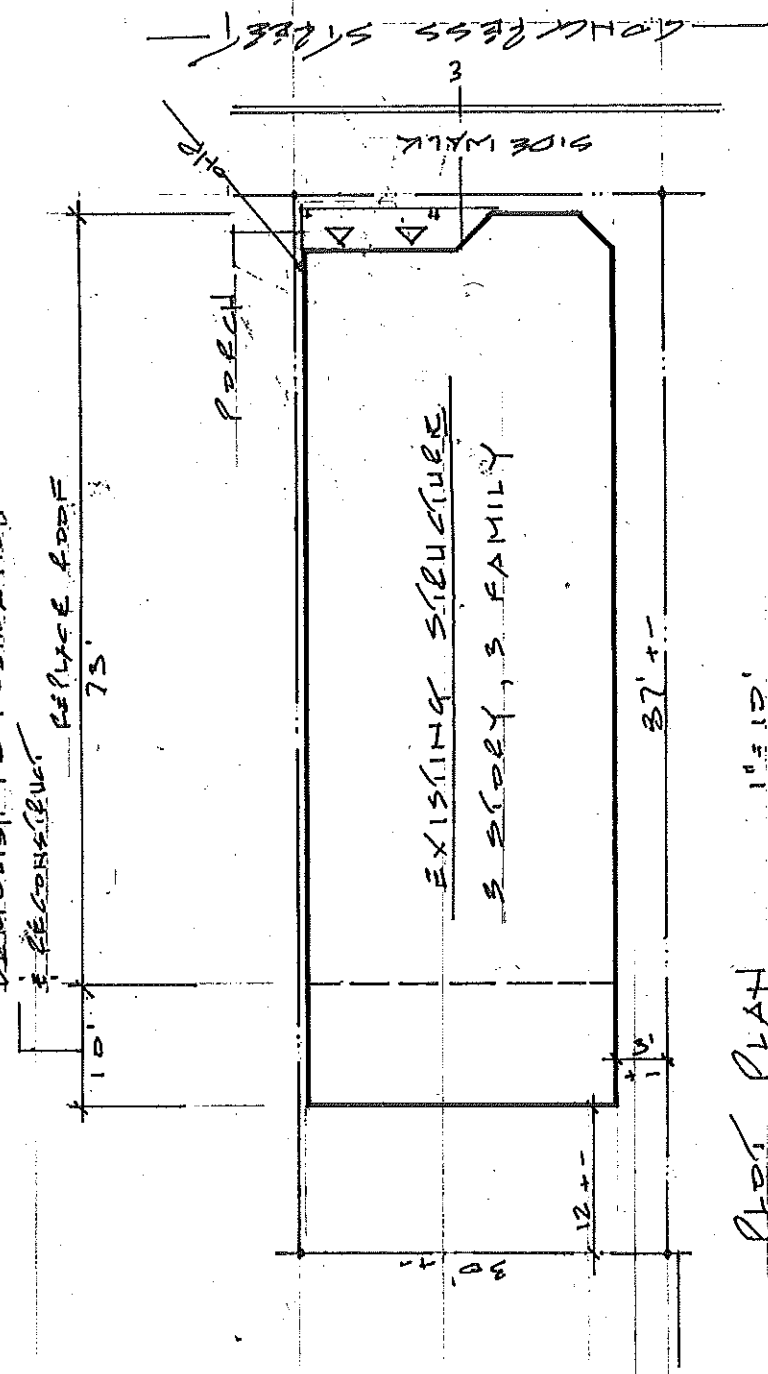
201 CONGRESS STREET 3 FAMILY RENOVATION

13-44-161 / B26623 P161 OWNERS-LACEY/FLAVGAN ETALS

PLANNING / DESIGN ASSOCIATES  
 COMMERCIAL & RESIDENTIAL DESIGN  
 engineers / site planners / real estate development consultants  
 9 Alexander drive, Wycham, ma 01922-2840



DEMOLITION TO BE COMPLETED  
 & RECONSTRUCTED PLACE FOR  
 75'



Site Plan

## Marge Schmuckal - Re: Atlantic House (33 Columbia)

---

**From:** Marge Schmuckal  
**To:** Tim Flanagan  
**Date:** 12/30/2010 11:10 AM  
**Subject:** Re: Atlantic House (33 Columbia)

Tim,

I have discussed your situation with my boss, Penny Littell. We have been discussing the differences between a lodging house and a sheltered care group home. Because of the low key running of the "house" there is a possibility that you can be classified as a lodging house. This is not firmed up yet. We are running these ideas thru our legal counsel. I am not sure what will result. It is still in the talking stages.

If 201 Congress Street can be considered a lodging house, then you will not have to appeal. However, the change of use from the three apartments to a lodging house will require parking. We can discuss that further. I will need floor plans. Can you get me copies of floor plans for 201 Congress Street. You would not have to go to an architect. When you bought the property, did the realtor have any floor plans? Or you could measure out the rooms yourself.

When I hear more from my boss & legal, I will let you know. I am not sure it will be by the end of today. But it is in the pipeline.

Thank you for your patience,  
Marge

>>> "Tim Flanagan" <tflanagan@medicalsourcinc.com> 12/30/2010 9:26 AM >>>

Marge,

I just wanted to thank you for you time & help with the current zoning issues. Thanks again & I will have the application in as soon as possible.

Regards,

Tim

Cell 207-650-1621

Tim Flanagan  
Director of Sales  
Medical Source Inc  
(866)633-7723  
[www.medicalsourcinc.com](http://www.medicalsourcinc.com)

**Marge Schmuckal - Atlantic House (33 Columbia)**

---

**From:** "Tim Flanagan" <tflanagan@medicalsourced.com>  
**To:** <mes@portlandmaine.gov>  
**Date:** 12/30/2010 9:26 AM  
**Subject:** Atlantic House (33 Columbia)

Marge,

I just wanted to thank you for your time & help with the current zoning issues. Thanks again & I will have the application in as soon as possible.

Regards,

Tim

Cell 207-650-1621

Tim Flanagan

Director of Sales

Medical Source Inc

(866)633-7723

[www.medicalsourced.com](http://www.medicalsourced.com)

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-1516	Issue Date: 12/21/2010	CBL: 013 M019001
Location of Construction: 201 Congress St	Owner Name: Roback Lacey &	Owner Address: 201 Congress St
Business Name:	Contractor Name: K R Stiffler Construction	Contractor Address: 32 Tandbury Trail Windham
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family
		Zone:

Past Use: Multi Units / Three (3) units	Proposed Use: Multi Units (3 dwelling units)/ Phase #1 replacement of roof, due to fire damage and demolition of the rear 10' of the structure	Permit Fee: \$370.00	Cost of Work: \$35,000.00	CEO District: 1
Proposed Project Description: Phase #1 replacement of roof, due to fire damage and demolition of the rear 10' of the structure		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
		Signature:	Signature:	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
		Signature:	Date:	

Permit Taken By: jmy	Date Applied For: 12/13/2010	<b>Zoning Approval</b>		
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
		Date:	Date:	Date:

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE



**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-1516	Date Applied For: 12/13/2010	CBL: 013 M019001
-----------------------	---------------------------------	---------------------

Location of Construction: 201 Congress St	Owner Name: Roback Lacey &	Owner Address: 201 Congress St	Phone: 207-400-7140
Business Name:	Contractor Name: K R Stiffler Construction	Contractor Address: 32 Tandbury Trail Windham	Phone: (207) 400-7140
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	

Proposed Use: Multi Units (3 dwelling units)/ Phase #1 replacement of roof, due to fire damage and demolition of the rear 10' of the structure	Proposed Project Description: Phase #1 replacement of roof, due to fire damage and demolition of the rear 10' of the structure
---	---

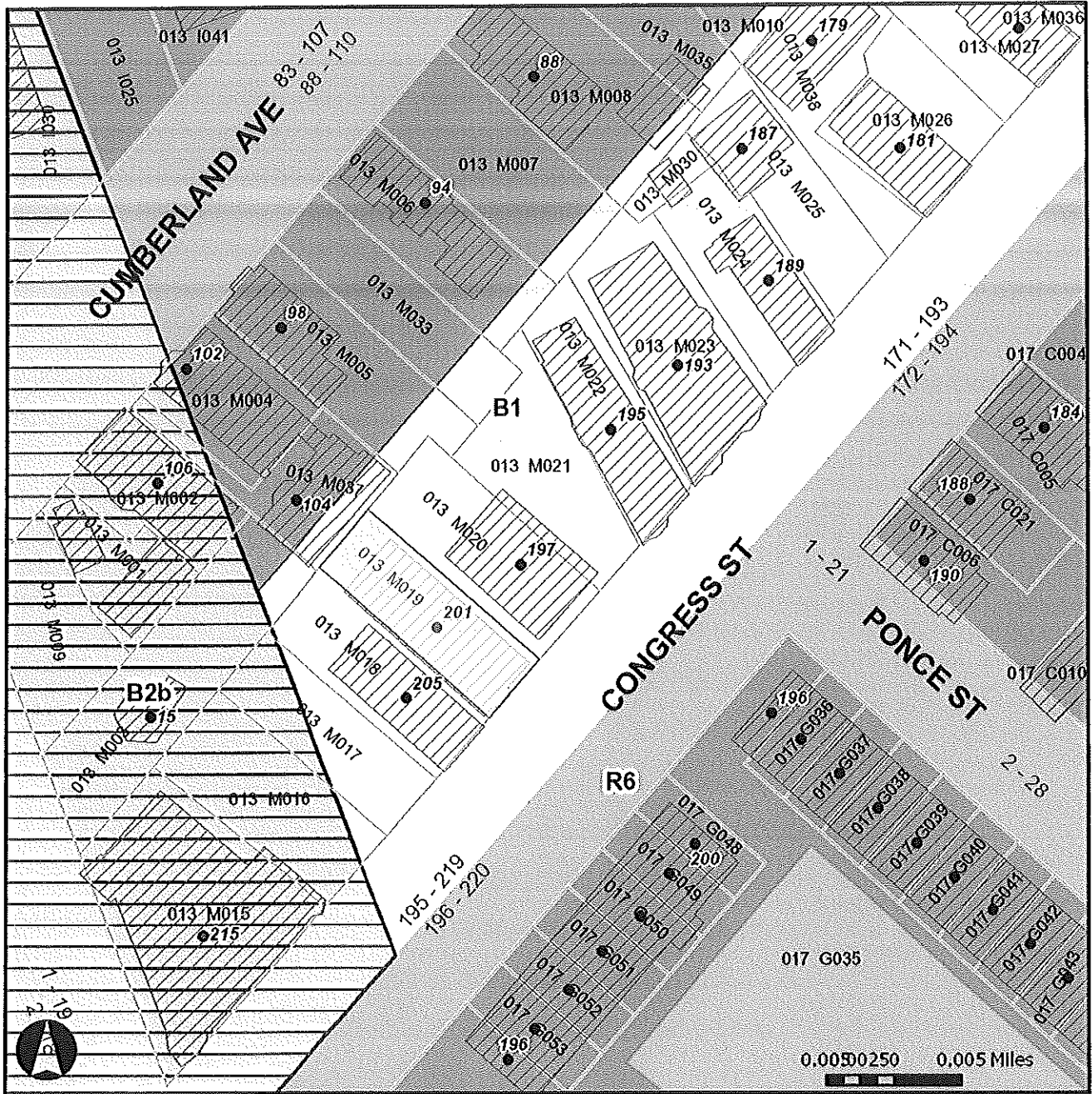
<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Marge Schmuckal	<b>Approval Date:</b> 12/14/2010
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<p>1) Your present structure is legally nonconforming as to setbacks. If you are to demolish this structure on your own volition, you will only have one (1) year to replace it in the same footprint (no expansions), with the same height, and same use. Any changes to any of the above shall require that this structure meet the current zoning standards. The one (1) year starts at the time of removal. It shall be the owner's responsibility to contact the Code Enforcement Officer and notify them of that specific date.</p> <p>2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.</p> <p>3) This property shall remain a three family dwelling. Any change of use shall require a separate permit application for review and approval.</p> <p>4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that there will be no expansion of the envelope of the existing structure.</p>			

<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Jeanine Bourke	<b>Approval Date:</b> 12/21/2010
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<p>1) No interior electrical or plumbing installations allowed.</p> <p>2) This approves phase 1 reconstruction of the roof and demolition of the rear 10' of structure, no additional work allowed without separate application and approvals for all phase 2 work.</p> <p>3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.</p>			

<b>Dept:</b> Fire	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Jeanine Bourke	<b>Approval Date:</b> 12/21/2010
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<p>1) Approval is limited to the reconstruction of the roof and demolition of the rear 10' of structure.</p> <p>2) This permit is being approved on the basis of the plans submitted. Any deviation from the plans would require amendments and approval.</p>			

**Comments:**  
 12/14/2010-jmy: received pdf. /gg Entered pdf in the system. /gg  
 12/21/2010-jmb: Spoke to Keith and John from Stiffler Const., the rear 10' of the building will be demolished due to fire damage. This area had an interior stair and enclosed storage rooms and is bearing on the house foundation, the interior wall is intact. Phase 2 will be for reconstruction of this area to continue the roof construction

# Map



<b>Parcels</b>	<b>Stream Overlay Zone</b>	<b>Zoning (continued)</b>	<b>Zoning (continued)</b>
<input type="checkbox"/> Interstate	<input checked="" type="checkbox"/> Stream_protection	<input type="checkbox"/> R2 Residential	<input type="checkbox"/> C25
<input type="checkbox"/> Streets	<b>Island Zoning</b>	<input type="checkbox"/> R3 Residential	<input type="checkbox"/> C26
<b>Buildings</b>	<input type="checkbox"/> C43	<input type="checkbox"/> R4 Residential	<input type="checkbox"/> C27
<input checked="" type="checkbox"/> Building	<input type="checkbox"/> I-B	<input checked="" type="checkbox"/> R5 Residential	<input type="checkbox"/> C28
<input checked="" type="checkbox"/> Out Building	<input checked="" type="checkbox"/> I-TS	<input checked="" type="checkbox"/> R6 Residential	<input type="checkbox"/> C29
	<input type="checkbox"/> I-R1	<input type="checkbox"/> ROS Recreation Open Space	<input type="checkbox"/> C30
	<input type="checkbox"/> I-R2		<input type="checkbox"/> C31

*Listed under "Other" lodging house is a permitted use in B-1*

*No min lot size for non resid.*

*Parking: 1 pkg for each 500 sq ft units —*

## Marge Schmuckal - Lease Information for Columbia Road Properties

---

**From:** "Dan Bell" <dan@sullivanmgmt.com>  
**To:** <MES@portlandmaine.gov>  
**Date:** 12/26/2010 10:31 PM  
**Subject:** Lease Information for Columbia Road Properties  
**Attachments:** 33-35 columbia lease lp ee.pdf; 41 columbia lease lp and ee.pdf; 43 columbia lease lp .pdf

Marge,

Please see the attached leases for 33/35 Columbia and 41/43 Columbia. I contacted Tim Flannigan the man who runs the Atlantic house and whom we have the lease with for 33/35 and ask him to contact you to provide you with specific information regarding his operation. Please let me know if you have not heard from him or feel free to contact him directly at 650-1621. As for clarification on the occupants of 41/43, they are all listed on the attached leases. I will be sketching out floor plans on Tuesday and will have those over to you by mid-week.

Thanks,

Daniel Bell  
*President*



306 Congress Street  
Suite 6b  
Portland, Me 04101

Office – (207) 774-1400  
Direct – (207) 671-3642  
Fax – (207) 773-4647

[www.sullivanmgmt.com](http://www.sullivanmgmt.com)

33-35 Columbia Rd

RENT SUMMARY

Base Rent: \_\_\_\_\_  
Total Additional Rent (pets and/or W/D fees): \_\_\_\_\_  
TOTAL Monthly Rent: \$4500.00

STANDARD LEASE AGREEMENT - Apartment

LEASE made as of this 18th day of October, 2010, by and between Nice Associates ("Landlord") and Tim Flanagan (in this Lease called "Tenant," even if there is more than one person considered a Tenant).

WITNESSETH:

1. **PREMISES LEASED.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a single-family apartment residence at 33/35 Columbia Rd Portland, Maine (the "Premises") being Unit 33/35. In addition, Tenant has the right to use, in common with other occupants of the building of which the Premises are a part, the common stairwell that serves the building, and the following common areas, which shall be considered a part of the Premises:

Tenants have the right to use the right side of the driveway at 33 Columbia Road Portland,

ME

[include here description of common storage, access or use areas and the limitations on use of same; if nothing is listed, then there are no common areas that are part of the Premises, except paths and accessways necessary for access to the Premises]

Tenant agrees to fully cooperate with the Landlord and other occupants of the building of which the Premises are a part in the use of common areas and agrees to comply with reasonable rules imposed from time to time by Landlord on the use of same.

Tenant acknowledges that Tenant has inspected the Premises and that it accepts same in their "as is" condition, except as specifically required by Maine law as to habitability of residential premises.

1-A. **OCCUPANCY; PETS; SMOKING.** No pets or animals are permitted by Landlord, except the following: None (list and describe permitted pets), which are permitted only under the terms and conditions of the attached Pet Policy and the attached, property completed and signed Pet Agreement, which are incorporated by reference herein. If no pets or animals are designated above, none shall be permitted in the Premises.

If there is more than one person listed as a Tenant, each person shall be jointly and severally liable for all of Tenant's obligations and promises under this Lease. This means that each Tenant is fully liable to Landlord as if that person is the only Tenant, even if fewer than all Tenants are in breach. Any breach by any Tenant will be considered a breach by all Tenants. Under no circumstances shall the Premises be occupied by more than four (4) persons if a two-bedroom unit nor more than two (2) persons if a one-bedroom unit. Guests shall not remain with the Tenant for more than seven (7) consecutive days or more than fourteen (14) days in any twelve (12) month period without the consent of Landlord.

The Tenant shall not smoke (e.g., use cigarettes, pipes, cigars) and shall not permit smoking on Premises. Tenant hereby acknowledges that Landlord shall be entitled to retain any and all security deposit amounts that Landlord shall deem necessary upon Tenant's departure from the Premises for the purpose of cleaning and/or deodorizing the Premises regardless of whether there is visible damage to any portion of the Premises.

2. **TERM.** From 33 Columbia October 18, 2010 to July 31, 2011.  
35 Columbia November 1, 2010 to July 31, 2011

3. **RENT.** Tenant covenants and agrees to pay monthly rent in the amount of Four thousand five hundred Dollars (\$ 4500.00) payable in advance on the first day of each month during the term and any additional or supplemental rent as provided herein and in the attached, so that Tenant's total monthly rent shall be the

amount listed at the beginning of this Lease. If the term begins on any day other than the first day of a month, or ends on any day other than the last day of a month, the rent for the first month or the last month, as the case may be, shall be prorated. If Tenant does not pay an installment of rent and/or any other charges due under this Lease within fifteen (15) days from its due date, Tenant agrees that Landlord, in its sole discretion, may impose a late charge of four percent (4%) of the unpaid amount or the maximum then permitted by law. The right of Landlord to impose such late charge shall be in addition to any not in lieu of any other rights or remedies of Landlord under this Lease. In the event any Tenant check is returned for insufficient funds, there shall be an additional \$20 returned check fee imposed.

Rental payments and notices to Landlord under this Lease must be sent to Landlord at the following address: Nice Associates PO Box 1938 Portland ME 04104 (or such other address as is communicated to Tenant by Landlord from time to time). Written notices from Landlord to Tenant shall be considered duly sent if addressed to Tenant at the Premises.

4. **SECURITY DEPOSIT.** At the time of the execution of this Lease, Tenant shall deposit with Landlord an amount equal to 1 MONTHS' rent (\$ 4500.00 ) as a security deposit for the performance by Tenant of all Tenant's covenants and obligations hereunder, receipt whereof Landlord acknowledges by its signature below. In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall return the security deposit to Tenant within thirty (30) days after the expiration or termination of this Lease, except that if Landlord has cause for retaining any portion of the security deposit it shall provide to Tenant a written itemization of the moneys retained, together with a check for the balance (if any) within the thirty (30) days. Unless required by law, Landlord shall not be required to pay Tenant any interest on the security deposit.

In the event of termination of Landlord's interest in the premises, Landlord will (after any permitted deductions) transfer the Security Deposit to Landlord's successor and notify Tenant of such transfer by mail, identifying the transferee and transferee's address. Landlord will thereafter have no further obligation as to the security deposit.

5. **UTILITIES.**

In addition to the promises made elsewhere, the Landlord and Tenant agree to assume responsibility for the following charges, as checked off below. If either party assumes responsibility for a charge, he agrees to pay the appropriate person or public utility promptly, or do the work himself promptly.

	LANDLORD	TENANT	NOTES
HEAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
HOT WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
ELECTRIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
TELEPHONE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
CABLE TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
INTERNET	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
TRASH REMOVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
SNOW REMOVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____

Tenant agrees to maintain heat at a reasonable level in the Premises so that water pipes do not freeze. If the leased Premises are equipped with a washer and/or dryer unit(s), Tenant shall pay an additional rent amount of \$ N/A per month, payable in the same manner and on the same terms and conditions as other rent described herein. Landlord has provided coin-operated laundry facilities which may be used by all occupants of the building of which the leased Premises are a part.

6. MAINTENANCE, REPAIRS AND CONDITION AT SURRENDER OF PREMISES.

- (a) Maintenance by Tenant; Alterations Prohibited. Tenant agrees to maintain the Premises and any furnishings and appliances supplied by Landlord in a good, clean and safe condition at all times, and, except for repairs and maintenance required on account of fire or other casualty, Tenant shall be responsible for all ordinary maintenance of the interior of the Premises. Tenant must furnish Tenant's electric light bulbs during the term of this Lease. All garbage and trash must be placed in suitable containers and emptied on a regular basis. Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets. Nails or screws shall not be driven in the walls or woodwork and additional or replacement locks shall not be placed on doors or windows without the written permission of Landlord, except such lock installation as is permitted by Maine law. Without Landlord's written consent Tenant shall not paint or paper any portion of the Premises and shall make no alterations, decorations, additions, affixations, or improvements to the Premises. All materials installed in or affixed to any portion of the Premises by either party including, without limitation, all paneling, decorations, partitions, wall-to-wall carpeting, other attached floor coverings, floors, storm windows, storm doors or screens, washers or dryers shall become the sole property of Landlord, and shall remain in and be surrendered with the Premises, as part thereof, at the end of the term hereof or any extension or renewal thereof. Window-unit air conditioners may only be installed with the Landlord's prior written consent and approval of location and method of installation.
- (c) Tenant's Personal Property; Insurance. Any personal property of the Tenant shall be at the sole risk of the Tenant. Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam or otherwise, while on the Premises, unless arising from the omission, fault, negligence or other misconduct of Landlord. Tenant shall insure Tenant's personal property and liability with a policy of "renter's insurance" and Tenant's property shall be the sole responsibility of Tenant. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having a standard form "renter's insurance" policy, including coverage for Tenant's liability. It shall be a default under this Lease if Tenant's insurance shall lapse or shall not be renewed.
- (d) Tenant's Obligations at End of Term. At the expiration of the term, Tenant shall surrender the Premises to the Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. Tenant shall, at time of vacating the Premises, clean the same and if such cleaning is not accomplished by Tenant, Landlord may pay for the cost thereof and charge such cost to Tenant. Additionally, Tenant will at the request of Landlord have all carpets professionally cleaned by the end of the term and prior to vacating the Premises. **All property left behind by Tenant will be at Tenant's risk and will be stored and, ultimately, sold or otherwise disposed of by Landlord in accordance with Maine law.**
- (e) Radio/television/satellite aerials. Aerials, dishes, satellite receivers and any similar installations (other than those already in place) and signs of any kind shall not be placed or erected on the roof or exterior of the Premises or windows without Landlord's prior written consent as to location and method of installation. Any such permitted installations shall be installed at Tenant's own risk and shall remain the full responsibility of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall remove all such installations at Tenant's expense and restore the condition of the Premises to its condition immediately prior to the installation.
- (f) Additional Tenant Maintenance Obligations. Tenant acknowledges that in addition to Tenant's other maintenance obligations under this Lease, Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the

Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts or appliances in the Premises. Tenant also agrees to immediately report to the Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage area, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air-conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and/or Tenant's guests resulting from Tenant's failure to specifically comply with the terms of this section.

7. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent which landlord may withhold in Landlord's sole discretion, and any transfer or assignment hereof without such consent shall be void and of no effect. Tenant acknowledges that Landlord may sell the building of which the Premises are a part, in which case Landlord's interest under this Lease shall be automatically assigned to the purchaser of the Building, and all of Tenant's obligations shall remain in full force and effect.

8. **DESTRUCTION or DAMAGE BY FIRE, EMINENT DOMAIN OR CASUALTY.** In the event that the 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 Premises are thereby rendered untenable, then either Landlord or Tenant may terminate this Lease upon written notice to the other and the rent shall be prorated as of the date of such termination.

In the event of any damage to the Premises due to electrical, plumbing, water leak or fire, or in the event the electrical, heating or plumbing system needs repairs Tenant agrees to immediately notify Landlord or Landlord's Agent of the same and to take reasonable steps to limit the damage.

9. **DEFAULT.**

(a) **Tenant's Default:** If Tenant shall default in the performance of any of Tenant's obligations hereunder, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer (eviction), and Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies mail or hand deliver a notice of termination addressed to Tenant at the Premises, and upon such delivery or mailing this Lease shall terminate. Tenant acknowledges that Landlord is entitled to recover damages for breach of this Lease, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, less any proper credits (including credits resulting from Landlord's obligation to mitigate under Maine Law), and any other expenses of Landlord incurred in connection with the retaking of possession of the premises and the removal and storage of Tenant's effects and the recovery of damages. Landlord's termination of this Lease shall not terminate or defeat Landlord's right to recover rent and damages.

(b) **Landlord's Default:** Unless otherwise provided by applicable law, Landlord shall in no event be in default on the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation. Moreover, unless otherwise provided by applicable law Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being

specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to and shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord to respond in monetary damages from their assets, other than their interest in the Premises.

10. **QUIET ENJOYMENT, USE OF PREMISES.**

- (a) **Quiet Enjoyment.** Tenant, upon payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and occupy and enjoy the Premises during the term without hindrance by persons lawfully claiming under Landlord. Tenant recognizes that multi-family buildings can result in some tenant noises being heard by other tenants and accepts that condition as part of the use of the Premises.
- (b) **Tenant's conduct and damages.** Tenant agrees not to do or permit any act or thing on the Premises or any common areas that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of neighbors. Tenant will be responsible for any damage to the Premises caused by any negligent acts on the part of Tenant, Tenant's agents, guests, servants or employees, and shall also be responsible for any damage caused by overflow or leaks from drains or plumbing, due to the negligence of Tenant, Tenant's guests, servants or employees. Except as may be provided by applicable law, Landlord shall not be responsible for any damage due to discontinuance of utility service beyond Landlord's reasonable control.
- (c) **Residential Use Only.** No business of any sort shall be conducted at the Premises and they shall be used for exclusively residential purposes.
- (d) **Return of Keys.** Tenant shall deliver all keys to Landlord or Landlord's agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant pro-rated daily rate of monthly rent until keys are received by Landlord, and/or cause to charge Tenant for the cost of replacement locks and keys.

11. **INSPECTION; NOTIFICATION; LANDLORD'S AGENT.** The Landlord or its agents may enter the Premises to inspect periodically for compliance with the terms of this Lease, to show them to prospective tenants, to make repairs or improvements, or to provide utilities or other services provided that, except in case of an emergency, Landlord shall enter only at reasonable times and upon twenty-four (24) hours prior notice.

If you need to contact Landlord or Landlord's Agent:

Landlord's Agent shall at all times be authorized to act and/or communicate on behalf of Landlord in any respect under this Lease as if such action had been taken or communication given by Landlord directly, without any further authority required.

12. **LEAD PAINT DISCLOSURE.** The Premises were built prior to 1978; Landlord and Tenant shall complete Attachment 1.

13. **HOLDOVER.** If the Tenant remains in possession of the Premises, or any part thereof, after the expiration or sooner termination of this Lease, such holding over shall be a month-to-month tenancy at a rental rate equal to the rate in effect at the end of the term of this Lease, and Tenant shall be subject to all other terms and conditions of this Lease.



15. SALE OF PROPERTY. If the landlord sells the building during the term of this lease, the term will change to a month-to-month tenancy immediately upon date of sale. All other obligations shall remain in full force and effect.

14. MISCELLANEOUS.

- (a) Meaning of "Landlord" and "Tenant". The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
- (b) Entire Agreement; Amendments and No Waiver. This Lease with its attachments constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this Lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.
- (c) Invalid provisions. 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 hereof and such 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 tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.
- (d) Failure to deliver. If Landlord is unable through no fault of Landlord to deliver possession of the Premises to Tenant within 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 and any sums paid under the Lease will be refunded to Tenant. Tenant will have no other remedy for Landlord's inability to deliver the premises unless the same is caused by Landlord's negligence or wrongful acts.
- (e) Governing Law; Successors and Assigns. This Lease shall be governed exclusively by the provisions hereof and the laws of the State of Maine. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

15. ATTACHMENTS/ADDENDA:

- Attachment 1 – Lead Based Paint Disclosure
- Attachment 2 – Lead Based Paint/Hazards Pamphlet
- Pet Policy and Pet Agreement (if Applicable)
- Energy Efficiency Disclosure Form for Rental Units in Maine

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESSETH:

LANDLORD: Agent of:

By: *D. J. Bell*

TENANT:

*[Signature]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 33/35 Columbia

This rental unit  meets/  does not meet/  partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

### Heating Systems

#### Space Heat

Tested heating system efficiency (minimum: 82%)  %  unknown Test date: \_\_\_\_\_  
Exposed pipes or ducts in unheated crawl space insulated?  yes  no  
Heating fuels:  oil  natural gas  propane  kerosene  wood  electric  other

#### Water Heat

Accessible domestic hot water pipes insulated?  yes  no  
Fuels:  oil  natural gas  propane  solar  electric  other

### Insulation

#### Walls

Insulated? (minimum: cavity filled)  filled  partially filled  no insulation  unknown  
Insulation thickness:  less than 3"  3-6"  more than 6"

#### Ceiling

Insulated? (minimum: R-38 or cavity filled)  filled  partially filled  no insulation  unknown  
Insulation thickness:  inches or R-\_\_\_\_\_

#### Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled)  filled  partially filled  no insulation  unknown

#### Basement wall

Insulated? (minimum: 2' below grade)  yes  no  unknown

### Windows and Doors

Windows (minimum: 2 panes of glass)  single pane  single + storm  double (DG)  DG + low-e  
 (DG + low-e + argon gas)  triple or better  
Doors (minimum: insulated or with storm)  insulated  storm  insulated + storm  neither

### Appliances

Refrigerator (minimum: post-1995)  yes  no  unknown Energy Star rated  
Gas stove (suggested electronic ignition)  electronic ignition  pilot light  no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine, 1-866-376-2463*

Signatures: Landlord: [Signature] Tenant: [Signature] Date: 10/19/2010

This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: N/A

## Guidelines and Explanation of Terms

**Tested heating system efficiency (minimum 82%):** This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

**Floors over unheated areas:** Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

**Basement wall:** Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

**Windows:** Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

**Doors:** A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

**Refrigerator:** Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

**Gas stove:** According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

ATTACHMENT 1

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

DB (c) Lessee has received copies of all information listed above.

DB (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

DB (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
<u>DB</u>	<u>10/19/2010</u>		
_____	_____	_____	_____
Lessee	Date	Lessee	Date
<u>DB</u>	<u>10/19/2010</u>		
_____	_____	_____	_____
Agent	Date	Agent	Date
<u>DB</u>	<u>10/19/2010</u>		

41 Columbia Rd

RENT SUMMARY

Base Rent: \_\_\_\_\_  
Total Additional Rent (pets and/or W/D fees): \_\_\_\_\_  
TOTAL Monthly Rent: \$1500

STANDARD LEASE AGREEMENT - Apartment

LEASE made as of this 1st day of November, 2010, by and between Nice Associates ("Landlord") and Derek Johnson, Tim Roberts, Matt Wasco and Shawn McNutt (in this Lease called "Tenant," even if there is more than one person considered a Tenant).

WITNESSETH:

1. **PREMISES LEASED.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a single-family apartment residence at 41 Columbia Road Portland, Maine (the "Premises") being Unit 41. In addition, Tenant has the right to use, in common with other occupants of the building of which the Premises are a part, the common stairwell that serves the building, and the following common areas, which shall be considered a part of the Premises:

Continued use of driveway located at 35 Columbia Road Portland, ME  
[include here description of common storage, access or use areas and the limitations on use of same; if nothing is listed, then there are no common areas that are part of the Premises, except paths and accessways necessary for access to the Premises]

Tenant agrees to fully cooperate with the Landlord and other occupants of the building of which the Premises are a part in the use of common areas and agrees to comply with reasonable rules imposed from time to time by Landlord on the use of same.

Tenant acknowledges that Tenant has inspected the Premises and that it accepts same in their "as is" condition, except as specifically required by Maine law as to habitability of residential premises.

1-A. **OCCUPANCY; PETS; SMOKING.** The Premises will be occupied only by THE FOLLOWING PERSONS: Derek Johnson, Tim Roberts, Matt Wasco, Shawn McNutt & Lindsay Roberge (list all persons who will occupy the Premises), and Tenant. Tenant promises and agrees that the House will be used only as a strictly private dwelling and for no business or other purposes. No pets or animals are permitted by Landlord, except the following: Harley (weimaraner) and Daisy (Black Lab) (list and describe permitted pets), which are permitted only under the terms and conditions of the attached Pet Policy and the attached, property completed and signed Pet Agreement, which are incorporated by reference herein. If no pets or animals are designated above, none shall be permitted in the Premises.

If there is more than one person listed as a Tenant, each person shall be jointly and severally liable for all of Tenant's obligations and promises under this Lease. This means that each Tenant is fully liable to Landlord as if that person is the only Tenant, even if fewer than all Tenants are in breach. Any breach by any Tenant will be considered a breach by all Tenants. Under no circumstances shall the Premises be occupied by more than four (4) persons if a two-bedroom unit nor more than two (2) persons if a one-bedroom unit. Guests shall not remain with the Tenant for more than seven (7) consecutive days or more than fourteen (14) days in any twelve (12) month period without the consent of Landlord.

The Tenant shall not smoke (e.g., use cigarettes, pipes, cigars) and shall not permit smoking on Premises. Tenant hereby acknowledges that Landlord shall be entitled to retain any and all security deposit amounts that Landlord shall deem necessary upon Tenant's departure from the Premises for the purpose of cleaning and/or deodorizing the Premises regardless of whether there is visible damage to any portion of the Premises.

2. **TERM.** From November 1<sup>st</sup> 2010 to April 30<sup>th</sup>, 2011.

3. **RENT.** Tenant covenants and agrees to pay monthly rent in the amount of Fifteen Hundred Dollars (\$ \$1500 ) payable in advance on the first day of each month during the term and any additional or supplemental rent as provided herein and in the attached, so that Tenant's total monthly rent shall be the amount listed at the beginning of this Lease. If the term begins on any day other than the first day of a month, or ends on any day other than the last day of a month, the rent for the first month or the last month, as the case may be, shall be prorated. If Tenant does not pay an installment of rent and/or any other charges due under this Lease within fifteen (15) days from its due date, Tenant agrees that Landlord, in its sole discretion, may impose a late charge of four percent (4%) of the unpaid amount or the maximum then permitted by law. The right of Landlord to impose such late charge shall be in addition to any not in lieu of any other rights or remedies of Landlord under this Lease. In the event any Tenant check is returned for insufficient funds, there shall be an additional \$20 returned check fee imposed.

Rental payments and notices to Landlord under this Lease must be sent to Landlord at the following address: Nice Associates PO Box 1938 Portland ME, 04104 (or such other address as is communicated to Tenant by Landlord from time to time). Written notices from Landlord to Tenant shall be considered duly sent if addressed to Tenant at the Premises.

4. **SECURITY DEPOSIT.** At the time of the execution of this Lease, Tenant shall deposit with Landlord an amount equal to 1 MONTHS' rent (\$ 1500 ) as a security deposit for the performance by Tenant of all Tenant's covenants and obligations hereunder, receipt whereof Landlord acknowledges by its signature below. In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall return the security deposit to Tenant within thirty (30) days after the expiration or termination of this Lease, except that if Landlord has cause for retaining any portion of the security deposit it shall provide to Tenant a written itemization of the moneys retained, together with a check for the balance (if any) within the thirty (30) days. Unless required by law, Landlord shall not be required to pay Tenant any interest on the security deposit.

In the event of termination of Landlord's interest in the premises, Landlord will (after any permitted deductions) transfer the Security Deposit to Landlord's successor and notify Tenant of such transfer by mail, identifying the transferee and transferee's address. Landlord will thereafter have no further obligation as to the security deposit.

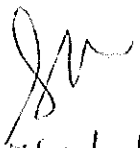
5. **UTILITIES.**

In addition to the promises made elsewhere, the Landlord and Tenant agree to assume responsibility for the following charges, as checked off below. If either party assumes responsibility for a charge, he agrees to pay the appropriate person or public utility promptly, or do the work himself promptly.

	LANDLORD	TENANT	NOTES
HEAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
HOT WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
ELECTRIC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
TELEPHONE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
CABLE TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
INTERNET	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>*Wireless internet is not a condition</u>
TRASH REMOVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>of the lease but will be provided</u>
SNOW REMOVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>when possible</u>

Tenant agrees to maintain heat at a reasonable level in the Premises so that water pipes do not freeze. If the leased Premises are equipped with a washer and/or dryer unit(s), Tenant shall pay an additional rent amount of \$ N/A per month, payable in

-3-



Tenant is permitted to install and remove an electric dryer in the same manner and on the same terms and conditions as other rent described herein. Landlord has provided coin-operated laundry facilities which may be used by all occupants of the building of which the leased Premises are a part.

6. MAINTENANCE, REPAIRS AND CONDITION AT SURRENDER OF PREMISES.

- (a) Maintenance by Tenant; Alterations Prohibited. Tenant agrees to maintain the Premises and any furnishings and appliances supplied by Landlord in a good, clean and safe condition at all times, and, except for repairs and maintenance required on account of fire or other casualty, Tenant shall be responsible for all ordinary maintenance of the interior of the Premises. Tenant must furnish Tenant's electric light bulbs during the term of this Lease. All garbage and trash must be placed in suitable containers and emptied on a regular basis. Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets. Nails or screws shall not be driven in the walls or woodwork and additional or replacement locks shall not be placed on doors or windows without the written permission of Landlord, except such lock installation as is permitted by Maine law. Without Landlord's written consent Tenant shall not paint or paper any portion of the Premises and shall make no alterations, decorations, additions, affixations, or improvements to the Premises. All materials installed in or affixed to any portion of the Premises by either party including, without limitation, all paneling, decorations, partitions, wall-to-wall carpeting, other attached floor coverings, floors, storm windows, storm doors or screens, washers or dryers shall become the sole property of Landlord, and shall remain in and be surrendered with the Premises, as part thereof, at the end of the term hereof or any extension or renewal thereof. Window-unit air conditioners may only be installed with the Landlord's prior written consent and approval of location and method of installation.
- (c) Tenant's Personal Property; Insurance. Any personal property of the Tenant shall be at the sole risk of the Tenant. Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam or otherwise, while on the Premises, unless arising from the omission, fault, negligence or other misconduct of Landlord. Tenant shall insure Tenant's personal property and liability with a policy of "renter's insurance" and Tenant's property shall be the sole responsibility of Tenant. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having a standard form "renter's insurance" policy, including coverage for Tenant's liability. It shall be a default under this Lease if Tenant's insurance shall lapse or shall not be renewed.
- (d) Tenant's Obligations at End of Term. At the expiration of the term, Tenant shall surrender the Premises to the Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. Tenant shall, at time of vacating the Premises, clean the same and if such cleaning is not accomplished by Tenant, Landlord may pay for the cost thereof and charge such cost to Tenant. Additionally, Tenant will at the request of Landlord have all carpets professionally cleaned by the end of the term and prior to vacating the Premises. All property left behind by Tenant will be at Tenant's risk and will be stored and, ultimately, sold or otherwise disposed of by Landlord in accordance with Maine law.
- (e) Radio/television/satellite aerials. Aerials, dishes, satellite receivers and any similar installations (other than those already in place) and signs of any kind shall not be placed or erected on the roof or exterior of the Premises or windows without Landlord's prior written consent as to location and method of installation.



Any such permitted installations shall be installed at Tenant's own risk and shall remain the full responsibility of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall remove all such installations at Tenant's expense and restore the condition of the Premises to its condition immediately prior to the installation.

- (f) Additional Tenant Maintenance Obligations. Tenant acknowledges that in addition to Tenant's other maintenance obligations under this Lease, Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts or appliances in the Premises. Tenant also agrees to immediately report to the Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage area, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air-conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and/or Tenant's guests resulting from Tenant's failure to specifically comply with the terms of this section.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent which landlord may withhold in Landlord's sole discretion, and any transfer or assignment hereof without such consent shall be void and of no effect. Tenant acknowledges that Landlord may sell the building of which the Premises are a part, in which case Landlord's interest under this Lease shall be automatically assigned to the purchaser of the Building, and all of Tenant's obligations shall remain in full force and effect.

8. DESTRUCTION or DAMAGE BY FIRE, EMINENT DOMAIN OR CASUALTY. In the event that the 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 Premises are thereby rendered untenable, then either Landlord or Tenant may terminate this Lease upon written notice to the other and the rent shall be prorated as of the date of such termination.

In the event of any damage to the Premises due to electrical, plumbing, water leak or fire, or in the event the electrical, heating or plumbing system needs repairs Tenant agrees to immediately notify Landlord or Landlord's Agent of the same and to take reasonable steps to limit the damage.

9. DEFAULT.

- (a) Tenant's Default: If Tenant shall default in the performance of any of Tenant's obligations hereunder, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer (eviction), and Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies mail or hand deliver a notice of termination addressed to Tenant at the Premises, and upon such delivery or mailing this Lease shall terminate. Tenant acknowledges that Landlord is entitled to recover damages for breach of this Lease, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, less any proper credits (including credits resulting from Landlord's obligation to mitigate under Maine Law), and any other expenses of Landlord incurred in connection with the retaking of possession of the premises and the removal and storage of Tenant's effects and the

recovery of damages. Landlord's termination of this Lease shall not terminate or defeat Landlord's right to recover rent and damages.

- (b) Landlord's Default: Unless otherwise provided by applicable law, Landlord shall in no event be in default on the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation. Moreover, unless otherwise provided by applicable law Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to and shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord to respond in monetary damages from their assets, other than their interest in the Premises.

10. QUIET ENJOYMENT, USE OF PREMISES.

- (a) Quiet Enjoyment. Tenant, upon payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and occupy and enjoy the Premises during the term without hindrance by persons lawfully claiming under Landlord. Tenant recognizes that multi-family buildings can result in some tenant noises being heard by other tenants and accepts that condition as part of the use of the Premises.
- (b) Tenant's conduct and damages. Tenant agrees not to do or permit any act or thing on the Premises or any common areas that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of neighbors. Tenant will be responsible for any damage to the Premises caused by any negligent acts on the part of Tenant, Tenant's agents, guests, servants or employees, and shall also be responsible for any damage caused by overflow or leaks from drains or plumbing, due to the negligence of Tenant, Tenant's guests, servants or employees. Except as may be provided by applicable law, Landlord shall not be responsible for any damage due to discontinuance of utility service beyond Landlord's reasonable control.
- (c) Residential Use Only. No business of any sort shall be conducted at the Premises and they shall be used for exclusively residential purposes.
- (d) Return of Keys. Tenant shall deliver all keys to Landlord or Landlord's agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant pro-rated daily rate of monthly rent until keys are received by Landlord, and/or cause to charge Tenant for the cost of replacement locks and keys.

11. INSPECTION; NOTIFICATION; LANDLORD'S AGENT. The Landlord or its agents may enter the Premises to inspect periodically for compliance with the terms of this Lease, to show them to prospective tenants, to make repairs or improvements, or to provide utilities or other services provided that, except in case of an emergency, Landlord shall enter only at reasonable times and upon twenty-four (24) hours prior notice.

If you need to contact Landlord or Landlord's Agent: Sullivan Management (207)774-1400 or info@sullivanmgmt.com

Landlord's Agent shall at all times be authorized to act and/or communicate on behalf of Landlord in any respect under this Lease as if such action had been taken or communication given by Landlord directly, without any further authority required.

12. **LEAD PAINT DISCLOSURE.** The Premises were built prior to 1978; Landlord and Tenant shall complete Attachment 1.

13. **HOLDOVER.** If the Tenant remains in possession of the Premises, or any part thereof, after the expiration or sooner termination of this Lease, such holding over shall be a month-to-month tenancy at a rental rate equal to the rate in effect at the end of the term of this Lease, and Tenant shall be subject to all other terms and conditions of this Lease.

15. **SALE OF PROPERTY.** If the landlord sells the building during the term of this lease, the term will change to a month-to-month tenancy immediately upon date of sale. All other obligations shall remain in full force and effect.

14. **MISCELLANEOUS.**

- (a) **Meaning of "Landlord" and "Tenant".** The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
- (b) **Entire Agreement; Amendments and No Waiver.** This Lease with its attachments constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this Lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.
- (c) **Invalid provisions.** 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 hereof and such 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 tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.
- (d) **Failure to deliver.** If Landlord is unable through no fault of Landlord to deliver possession of the Premises to Tenant within 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 and any sums paid under the Lease will be refunded to Tenant. Tenant will have no other remedy for Landlord's inability to deliver the premises unless the same is caused by Landlord's negligence or wrongful acts.

(e) Governing Law; Successors and Assigns. This Lease shall be governed exclusively by the provisions hereof and the laws of the State of Maine. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

15. ATTACHMENTS/ADDENDA:

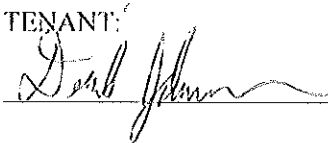
- *Summary Sheet*
- Attachment 1 – Lead Based Paint Disclosure
- Attachment 2 – Lead Based Paint/Hazards Pamphlet
- Pet Policy and Pet Agreement (if Applicable)
- Energy Efficiency Disclosure Form for Rental Units in Maine

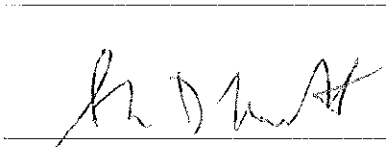
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

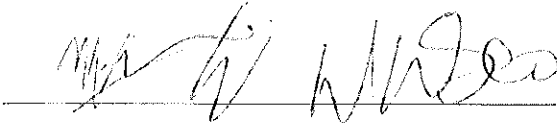
WITNESSETH:

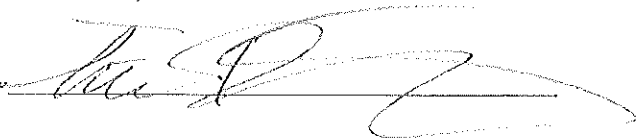
LANDLORD: (*Agent of:*)

By: 

TENANT:  








ATTACHMENT 1

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

DB (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. *(We have initial lead paint on (12) from 1st lease)*

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

DB  
Agent 11/1/2010  
Date

# Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 41 Columbia Road Portland, ME

This rental unit      meets/      does not meet/      partially meets (*check one*) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

### Heating Systems

#### **Space Heat**

Tested heating system efficiency (minimum: 82%)     %   X   unknown Test date:     

Exposed pipes or ducts in unheated crawl space insulated?   X   yes      no

Heating fuels:   X   oil      natural gas      propane      kerosene      wood      electric      other

#### **Water Heat**

Accessible domestic hot water pipes insulated?      yes      no

Fuels:   X   oil      natural gas      propane      solar      electric      other

### Insulation

#### **Walls**

Insulated? (minimum: cavity filled)      filled      partially filled      no insulation   X   unknown

Insulation thickness:      less than 3"      3-6"      more than 6"

#### **Ceiling**

Insulated? (minimum: R-38 or cavity filled)      filled      partially filled      no insulation   X   unknown

Insulation thickness:      inches or R-    

#### **Floors over unheated areas**

Insulated? (minimum: R-21 or cavity filled)      filled      partially filled      no insulation   X   unknown

#### **Basement wall**

Insulated? (minimum: 2' below grade)      yes      no   X   unknown

### Windows and Doors

**Windows** (minimum: 2 panes of glass)      single pane   X   single + storm      double (DG)      DG + low-e  
     (DG + low-e + argon gas)      triple or better

**Doors** (minimum: insulated or with storm)      insulated      storm      insulated + storm      neither

### Appliances

**Refrigerator** (minimum: post-1995)      yes      no   X   unknown      Energy Star rated

**Gas stove** (suggested electronic ignition)      electronic ignition   X   pilot light      no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine, 1-866-376-2463*

**Signatures:** Landlord: [Signature] Tenant: [Signature] Date: 11/1/2010

*This information is accurate to the best of the landlord's knowledge.*

**Other comments about the unit's efficiency:** n/a

## Guidelines and Explanation of Terms

***Tested heating system efficiency (minimum 82%):*** This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

***Floors over unheated areas:*** Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

***Basement wall:*** Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

***Windows:*** Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

***Doors:*** A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

***Refrigerator:*** Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

***Gas stove:*** According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

**ATTACHMENT D  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure**

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing

*There is a possibility that the Premise's windows, window trim, doors, door trim and baseboard may contain lead-based paint.*

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the building

(b) Records and reports available to the Landlord (check one below):

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

Landlord has no reports pertaining to lead-based paints and/or lead-based paint hazards in the building.

**Tenants Acknowledgment (initial)**

(c) DL SL (initials) Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ (initials) Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

**Certificate of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

_____ Landlord	4/30/10 Date
_____ Landlord	Date
_____ Landlord	Date
_____ Tenant	Date

_____ Tenant	5/21/10 Date
_____ Tenant	5/7/10 Date
_____ Tenant	5/2/10 Date
_____ Tenant	5/16/10 Date
_____ Tenant	Date



43 Columbia Rd

RESIDENTIAL LEASE AGREEMENT

This lease agreement is made this 27<sup>th</sup> day of August, 2010 by and between Adam Nice, Nice Fuel Co LLC and Nice Associates, whose mailing address is P.O. Box 1938, Portland, Maine 04104-1938, (hereinafter called "Landlord") and Alyssa Jacobs; SSN# 006-90-7724 and Kelsey Ledoux; SSN# 006-88-5713; and Jennifer Rothbart; SSN# 006-90-2757; and Christopher Collins; SSN# 081-72-6698; and Richard H. Spencer; SSN# 007-50-8565 (co-signer) (hereinafter called "Tenant").

WITNESSETH

1. **PREMISES:** The Tenant agrees to rent from Landlord the use and occupation as a private residence, the apartment located at 43 Columbia Road, Portland, ME 04104 (hereinafter called "Premises") and together with other tenants the common area interior and exterior yards, sidewalks, and landscaping related thereto (hereinafter called "Common Area").

2. **TERM:** The term of this agreement is 6 months, commencing 1 September, 2010 and ending at 12:00pm, 31 August, 2011 unless the term be mutually extended by amending this agreement in writing or earlier terminated as provided herein. 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 with notice to Landlord, and neither party will have any further obligation hereunder. Any sums paid under the lease will be refunded to Tenant. Tenant will have no other remedy for Landlord's inability to deliver the Premises, unless the failure to deliver is caused by Landlord's negligent or wrongful acts.

**OPTION:** Subject to approval by Lessor, the Lessee must give Lessor thirty (30) days' written notice of Lessee's intent to renew the lease. If Lessor approves or the said renewal of the lease, a new lease will be negotiated by the Lessor and Lessee. Lessor has the absolute discretion to renew the Lease. If Lessee determines not to exercise the Lessee's right to give notice of intention to renew the Lease, Lessee must give thirty (30) days' written notice of Lessee's intent to vacate the premises. If no notice is given of intent to renew the Lease according to this paragraph, this Lease shall terminate in accordance with paragraph 2 above.

3. **RENT:** The rent for the premises is \$1395.00 per month. Tenant shall pay the rent for that month on or before the first day of that month. Rent payments are to be made payable to Adam Nice and sent to Rocky Shores Management, 43 Newtown Rd. Biddeford, ME 04005 before the first of each month unless otherwise specified by the Landlord. An additional charge of 4.0% of the amount due shall be paid to Landlord in the event the rent is not received by the Landlord within seven days of the due date. Late payment charge shall be deemed additional rent and paid as such. Any and all fees will be taken out of monies received by the Landlord before any rent is deducted. In the event the lease term begins on a day other than the first (1<sup>st</sup>) of the month or ends on a day other than the thirtieth (30<sup>th</sup>) of the month, rent will be prorated for that period. A fee of \$50 will be assessed for all checks returned for non sufficient funds.

4. **EARLY TERMINATION:** Tenant may terminate this lease before the date specified above by giving Landlord (30) thirty days written notice on or before the first day of any calendar month which notice shall be accompanied by the last month's rent and a Lease Termination Fee of \$1395.00. Tenant will forfeit security deposit if the lease is terminated early and be responsible for any damages to the unit.

5. **SECURITY DEPOSITS:** Tenant shall deposit with Landlord \$1395.00 a security deposit before the commencement of the lease. The security deposit is in addition to rental payments and shall not be substituted for unpaid rent. Security deposit will be used by Landlord after the tenancy to repair damage to the residence and for the actual cost of the unpaid rent and other charges owed to the landlord, including the moving, storing and disposing of any unclaimed property. 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 Landlord retains all or a portion of the security deposit, Landlord will provide Tenant an itemized list of charges and return the balance of the security deposit to Tenant within thirty (30) days after the termination of the tenancy by mailing it to Tenant's last known address.

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 agrees to expressly perform the obligations and make the payments required under the 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 the refund of any security deposit among themselves and the delivery of any personal property left on the Premises after all co-Tenants vacate. Landlord may pay the refund or deliver personal property to any person identified as a Tenant under this lease agreement. In the event that a co-Tenant is replaced under the term of the lease, his tenancy is subject to confirmation by Landlord and the new co-Tenant will be subject to all of the terms and conditions of the lease. Lessee shall not assign this lease, or any interest under it, or sublet the premises or any part thereof during the term of this Lease.

7. **TENANT RESPONSIBILITIES:**

- A. **USE:** Premises may be occupied solely by Tenant and other adults and minor children as listed on "Rental Data Statement". Tenant agrees that the Premises will be used solely as a personal residence, except for incidental use in trade or business. Incidental uses shall be allowed as long as they do not violate local zoning laws or affect Landlord's ability to obtain liability insurance. Guests shall not remain with Tenant for more than seven (7) consecutive days or more than a total of fourteen (14) days in any twelve (12) month period without consent of Landlord.
- B. **DAMAGE:** Tenant agrees not to damage the Premises, building or grounds. Damage other than normal wear and tear caused by Tenant, Tenant's family, invitees or guests shall be repaired in a good and workmanlike manner by an approved service contractor at Tenant's expense. Failure to make such repairs, after seven (7) days of the mailing of written notice from Landlord shall constitute a breach of the lease agreement. Tenant agrees to abide by attached "Rules and Regulations". Lessee shall take care of the premises and fixtures and make good any injury thereto done by him, and will reimburse Lessor for any damages caused by the escape or overflow of water resulting from the actions of the Lessee; **failure of the lessee to notify lessor of water leaks especially that of toilet valves will result in tenant being responsible for any water bill overage beyond all usual cost over any months being affected.**
- C. **ALTERATIONS:** No alterations, additions or improvements to the Premises, building or property shall be made by Tenant without prior written consent of Landlord.
- D. **DISTURBING THE PEACE:** 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. Quiet hours are 9:00 pm to 8:00 am.
- E. **VEHICLES AND MATERIALS STORAGE:** Tenant will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, motorcycles and the like in the driveway or on any other portion of the property, or store any materials on the exterior of the Premises or common areas without prior written consent of Landlord. If Tenant breaches this condition, Tenant understands that Landlord may dispose of any such vehicle or item at Tenant's expense. Tenant may park one operable vehicle in the driveway.
- F. **MISCELLANEOUS:** Lessee shall maintain the premises in a clean condition and shall not dispose of dirt, waste, or rubbish in any other parts of the building except in the proper receptacles. Lessee shall be responsible for keeping drains free and clean. Lessee shall be responsible for keeping the entrance ways and stairs clear of ice and snow. Lessor shall be held harmless in the event of any incident resultant from the lessee failing to remove ice and snow from the entrance ways or walk ways. No receptacles, vehicles, gas grills, baby carriages, bikes or any other articles or obstructions shall be placed in the halls or entry ways. Dwelling to be maintained in good and clean condition. Lessees will be charged for replacement of broken windows or glass. No charcoal grills or open fires are allowed at any time on the premises. Garbage and rubbish will be kept clean and picked up by the lessee and put out at curbside on FRIDAY AM.

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

guests. If Premises are damaged so they cannot be lived in, and the damage is not the result of the misconduct of Tenant, Tenant's family, invitees or guests, Tenant will not be liable for rent from the date of the damage and may cancel the lease on three (3) days notice if the damage is not repaired by Landlord. Landlord shall pay real estate taxes assessed on Premises and personal property taxes on appliances Landlord furnishes to Tenant.

**7. ALLOCATION OF SERVICES PROVIDED:** The following utilities shall be paid as follows:

	<u>Landlord</u>	<u>Tenant</u>
Sewer, Cold Water	X	
Heating fuel		X
Boiler maintenance	X	
Natural Gas		X
Electricity		X
Trash removal		X
Snow removal		X

Landlord shall provide appliances as presently provided on the Premises including stove, dishwasher, coin-operated washer and dryer, and refrigerator. Tenant shall be responsible for normal maintenance of the appliances. Landlord shall be responsible for any capital repairs of the appliances, building and utility services unless repairs or replacement are attributable to damage caused by neglect or abuse by Tenant, in which case Tenant shall be responsible for repair or replacement. Landlord's responsibilities in regard to providing the above services shall be limited to repair and replacement and shall not include any consequential damages. If tenant uses their own washer and dryer, not the coin operated machines provided by the landlord, they will be responsible for any overages in the water and sewer usage. Based on 3 occupants, the Portland Water District estimates the typical water usage to be 5400 gallons per month.

**8. INSPECTION:** Except for emergencies, Landlord or their agents may enter the Premises only during reasonable hours and only after obtaining Tenant's consent with reasonable notice. Twenty four (24) hours notice is presumed to be reasonable via written, verbal or telephonic notice. Tenant may not reasonably withhold consent to Landlord or their agent to enter the Premises. Entry is permitted in order to inspect the Premises, make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed upon services, or show the dwelling to prospective or actual purchasers, mortgages, tenants, workers or contractors.

**9. REPAIRS:** All repairs must be approved or performed by management. The Tenant will pay for any needed repair resulting from Tenant negligence or destruction. The Tenant will hire no outside service vendors.

**10. KEYS:** Tenant may not change the locks to the unit. If Tenant changes the locks, there will be a \$100 fee to have the locks changed back. Landlord may, in the event of an emergency, gain admission to the Premises through whatever means necessary and charge Tenant reasonable costs for any resulting damage. Tenant is liable for all expenses incurred by Landlord to rekey the Premises to conform to building standards. The landlord is not responsible to assist if the tenant is locked out. Appropriate services must be called at the tenant's expense.

**11. TERMINATION OF LEASE:**

**A. FOR NONPAYMENT OF RENT:** In the event that rent payments are not received by Landlord on or before the seventh (7) 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 Landlord, upon seven (7) days notice, by commencing an eviction action in the Maine District Court. If Tenant pays all rent arrearages within seven (7) days of the notice, the default will be waived. Tenant shall be entitled to only one (1) written warning during the term of the lease. In the event of a second default for nonpayment within seven (7) days of the due date, and after one (1) written warning for nonpayment has been issued for a previous default, the tenancy may be terminated without further notice by commencing an eviction action in the Maine District Court. Payments made after seven (7) days of the notice does not void or waive Landlord's right to evict. The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to

enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement in accordance with 14 M.R.S.A. subsection 6030 (3).

- B. IN THE EVENT OF NUISANCE:** In the event that the Tenants breach their obligations not to create a nuisance or cause damage to the Premises or property which damage is not repaired within seven (7) days of the mailing of notice by Landlord to Tenant at the Premises, they shall be in default of the lease. No notice of default is required (1) if a written warning has previously been given to Tenant for the conduct complained of, or (2) in the event of the threat or the 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 written notice to Tenant to repair within seven (7) days, and if not corrected by Tenant within the time provided or if beyond the control of the Tenant 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 after the delivery of notice of the violation by Landlord to Tenant 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, then 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 commencing an eviction action in the Maine District Court.
- D. BY TENANT:** If Landlord fails to cure the violation of the lease of any of their responsibilities and have failed to cure same within seven (7) days after Tenant has mailed a notice of violation, Tenant may terminate the lease without any additional notice by vacating Premises and surrendering the keys to Landlord.
- E. PAYMENT AFTER TERMINATION:** Tenant acknowledges and agrees that Landlord's acceptance of payment after the date of termination of this lease shall not be considered to void the termination or 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 rent.
- F. 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 the 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 at the Premises 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.

**12. 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 Premises and Tenant agrees to execute and deliver, upon request, any documents subordinating this lease to the lien of such mortgage as shall be requested by Landlord and any mortgagee.

**13. INSURANCE AND LIABILITY:** Tenant is encouraged to provide "Renter's Insurance" on Premises protecting their personal property and shall hold Landlord harmless from any damage incurred except damage resulting from Landlord's violation of their responsibilities under the terms of this lease agreement. Tenant agrees to indemnify and hold harmless Landlord and their agents

from any loss, damage or claim which Landlord may incur and costs or expenses to which Landlord may be put, arising by reason of any injury to persons or property or any claim on account thereof resulting from Tenant's use of Premises.

- 14. **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.
- 15. **ASSIGNMENTS:** The sub-letting or assignment of this lease is not permitted without the written consent of Landlord.
- 16. **MODIFICATION:** This lease and attached exhibits constitute the entire agreement between the parties. There are no oral understandings, terms or conditions and Tenant has not relied upon any representation, express or implied, not contained in this lease or any such Rules and Regulations. All prior understandings are deemed merged in this agreement.
- 17. **ATTACHMENTS:** The following attachments are included in said agreement and made a part hereof:

- Attachment A: Rental Data Statement
- Attachment B: Rules and Regulations
- Attachment C: Security Deposit Refund Agreement
- Attachment D: Disclosure of Information on Lead-Based Paint Hazards

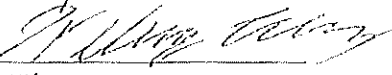
In witness whereof, the parties hereto have caused this lease to be executed the day and year first above written. Tenant and Landlord have each signed and received identical copies of this lease.

Adam Nice, Nice Fuel, LLC. Or Nice Associates

By  Date 8-31-10  
Agent

By  Date 8-31-10  
Tenant

By  Date 8-31-10  
Tenant

By  Date 8-31-10  
Tenant

By \_\_\_\_\_ Date \_\_\_\_\_  
Tenant

By \_\_\_\_\_ Date \_\_\_\_\_  
Co-signer

**ATTACHMENT A  
RENTAL DATA STATEMENT**

Tenants need to contact management and will not contact outside service vendors.

**Rocky Shores Management, Inc.** office hours: Monday to Friday (9:00 am to 4:00pm)

Rocky Shores Management: (207) 289-0199 (Matt & Teri Petermann)

Tenant: Alyssa Jacobs, Kelsey Ledoux, Jennifer Rothbart, Christopher Collins

**ATTACHMENT B  
RULES AND REGULATIONS**

1. **Pets:** Tenant is permitted to keep pets on the premises: 1 dog. Dog waste **MUST** be picked up at the time it is deposited. Failure to pick up dog waste will result in the dogs not being permitted on the premises.
2. **Smoking:** Smoking is **not** permitted either in the Tenant's dwelling unit or in the common areas of the building or property.
3. **Fire Safety:** The fire escape shall only be used in the event of a fire. Tenant shall not disconnect smoke detector and must notify Landlord if it is inoperative or missing. Tenant agrees to test the smoke detector periodically and to notify Landlord immediately if it is not working properly. Tenant hereby acknowledges that said smoke detector(s) in Premises was tested by Tenant and is in proper working order. \_\_\_\_\_ *initial*
4. **Nuisance:** Tenant agrees not to do or permit any act or thing on the Premises that is unlawful or create a nuisance or interfere with the rights of other tenants. Excessive noise at any time, fighting, slamming of doors, pounding on walls or floors, selling or using of illegal drugs or abuse of alcohol or throwing things out of windows is not permitted and will not be tolerated. No smoking is allowed in the building. No loitering is permitted by Tenant or Tenant's guests in the common areas of Premises. **Quiet hours are 8:00 pm to 8:00 am.**
5. **Drain stoppages:** Premises' sewage drains and sinks will not accept, among other things, diapers, sanitary napkins, tampons, wads of paper, paper towels, hair, grease, oil, trash, soil, glass, rags, and such. Tenant will use common sense with regard to disposal of such items and use of Premises' drains. Tenant agrees to pay for damages and service calls resulting from Tenant's own negligence in this regard.
6. **Trash & recycling:** Tenant will pay fines assessed by the city for any improper placement of trash at curbside. No trash is to be placed outside the Premises or in interior common areas at any time. Tenants are responsible for any large items such as sofas, tables, beds, Christmas Trees, etc. and will dispose of them accordingly.
7. **Air Conditioners:** Tenants who wish to install a window air conditioner must first receive Landlord approval. Installations must be inspected and approved by management.
8. **Parking:** Tenant is allowed to park 1 vehicle on the side of the driveway farthest from the garage. Parking is also available on the street. No parking on the sidewalks or landscaped areas will be permitted. No abandoned cars are to be parked on the property. No automotive repair work to be performed in the parking areas. Failure to abide by parking rules will result in towing at the Tenants expense.
9. **No water beds, laundry, furniture, decorations:** Water beds are not permitted in Premises. Felt pads must be used on furniture to protect hardwood floors. Nails or screws shall not be driven into walls or woodwork. Tenant must provide and change their light bulbs and drip pans.
10. **Returned checks:** Landlord will assess Tenant a \$50.00 charge for each check Landlord is unable to deposit due to insufficient funds in Tenant's bank account.

**ATTACHMENT C  
SECURITY DEPOSIT REFUND AGREEMENT**

Tenant's security deposit shall be returned providing the following conditions are met:

1. Full term of attached Lease Agreement has expired and proper notice has been given Landlord under the terms of this lease.
2. No damage to grounds, lawns, shrubs, light fixtures, fences, appliances or interior of the Premises, normal wear and tear excepted. No holes in doors or windows. No broken light fixtures, mirrors, door hardware, appliance handles or knobs. No stickers attached to or any writing upon any surfaces, fixtures or appliances.
3. Premises left "broom clean". Inside of windows and doors cleaned. Tenants will be assessed the following charges for each of the items not fully cleaned and/or damaged; range/oven (\$100), range drip pans (\$15), refrigerator (including defrosting)(\$125), sinks (\$25), bathtub or shower (\$100), toilet (\$25), all carpets and flooring (\$100 per room), all closets (\$25), cabinets (\$100), doors and woodwork (\$30 each).
4. Premises cleared of all personal possessions. A disposal charge of \$50 will be assessed for each abandoned mattress or large furniture item, i.e. sofa, and \$25 for each smaller furniture item or each bag of trash.
5. No stains, tears or burns in, or on, carpeting, flooring, countertops, woodwork. No damaged or torn screens or broken windows. Carpets are to be PROFESSIONALLY cleaned.
6. All rubbish removed from Premises.
7. All keys returned to Landlord. A \$25 fee will be charged for each key not returned. If Tenants fail to leave any keys, locks will be replaced at a cost of \$100.
8. Forwarding address left with Landlord.

Tenant notes the following defects in the Premises upon inception of lease:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tenant	<u>Chitra Malin</u>	Date	<u>8-31-10</u>
Tenant	<u>Jennifer Ruppel</u>	Date	<u>8-31-10</u>
Tenant	<u>W. Wang, Co. Prop.</u>	Date	<u>8-31-10</u>
Tenant	<u>Wesley Jacobs</u>	Date	<u>8/31/10</u>
Co-signer	<u>ASJ</u>	Date	<u>8-31-10</u>
Agent		Date	

**ATTACHMENT D  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure**

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing

*There is a possibility that the Premise's windows, window trim, doors, door trim and baseboard may contain lead-based paint.*

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the building

(b) Records and reports available to the Landlord (check one below):

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

Landlord has no reports pertaining to lead-based paints and/or lead-based paint hazards in the building.

**Tenants Acknowledgment (initial)**

(c) cc JR (initials) Tenant has received copies of all information listed above.

(d) oc JR (initials) Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

**Certificate of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

Landlord	<u>Chris Collins</u>	Date	<u>8/31/10</u>
Tenant	<u>Jennifer Rothbart</u>	Date	<u>8-31-10</u>
Landlord	<u>Kelsey Lador</u>	Date	<u>8/31/10</u>
Landlord	<u>Alyssa Jacobs</u>	Date	
Landlord	<u>[Signature]</u>	Date	<u>8-31-10</u>

Tenant	<u>[Signature]</u>	Date	<u>8-31-10</u>
Tenant	<u>[Signature]</u>	Date	<u>8-31-10</u>
Tenant	<u>[Signature]</u>	Date	<u>8-31-10</u>
Tenant	<u>[Signature]</u>	Date	
Cosigner	<u>[Signature]</u>	Date	



**From:** "Dan Bell" <dan@sullivanmgmt.com>  
**To:** <MES@portlandmaine.gov>  
**Date:** 12/27/2010 9:59 PM  
**Subject:** Columbia Road Floor Plans  
**Attachments:** columbia floor layouts.pdf

Marge,

Please see the attached floor plans for each property. If you have any questions please let me know.

Thanks,

Daniel Bell

President

306 Congress Street

Suite 6b

Portland, Me 04101

Office - (207) 774-1400

Direct - (207) 671-3642

Fax - (207) 773-4647

[www.sullivanmgmt.com](http://www.sullivanmgmt.com)



**WILEY ENGINEERING, P.C.**  
 1383-44 Veterans Memorial Highway  
 HAUPPAUGE, NEW YORK 11788-3048  
 (516) 724-4777

11/1/93 *Admission Plans*  
 SHEET NO. *Floor Plans* OF \_\_\_\_\_  
 CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 SCALE \_\_\_\_\_

