CITY OF PORTLAND, MAINE
RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 04/12/17

1st months rent
last months rent
½ security deposit 550
$1750

TERM LEASE AGREEMEMT

DATE: November 1, 2005
LANDLORD: Irv McCalmon and Barb McCalmon
39 Brackett Road
Gorham, ME 04038 207-839-2753 (H)
818-3759 (P)

TENANT:
Gary G Jones Jr. date 10/26/05

Property: 18 Rosemont Avenue, 3rd floor

1. **TERM** The landlord leases and rents to the Tenant and the Tenant hires from the Landlord the Property for the term of twelve (12) months commencing on **Nov 1, 2005** and terminating on **Oct. 31 , 2006** unless earlier termination in accordance with the terms and conditions of this lease.

2. **RENT**: The Tenant shall pay rent to the Landlord at Landlord address above for the Property as follows: **$ 650.00 per month** in advance on the 28th day of each month during the term of this lease. Rents not received by 5:00 p.m. on the 3rd day of the month will be assessed a late charge of 4% of the monthly rent. Checks returned without payment by the bank will result in a charge of $25.00 to the Tenant. In event of returned check (insufficient funds), all subsequent moneys will be paid by money order or bank check until the end of lease. $700.00

3. **UTILITIES**: Payee: [T-Tenant, O-Owner]
   a. O electricity
   b. T telephone, cable television.
   c. ~~T~~ O gas (Northern Utilities)

4. **CARE**: Tenant shall clean, maintain and repair the Property and shall deliver it up to Landlord at the termination of this lease in as good a condition as it was at the commencement. **Agree to clean on a regular basis.**

5. TAXES: The Landlord shall pay all taxes assessed for the Property except those for the Tenant's personal property.

6. **USE OF PROPERTY**: The Tenant shall use the Property solely for private residential purposes. Tenant shall not create or permit a disturbance or nuisance on the Property, nor use it for any purpose that insurance companies generally consider extra hazardous as to fire. Except with written approval of the Landlord, the **Property shall not be sublet in whole or in part, nor shall this lease be assigned or otherwise encumbered.**

7. **REPAIRS**: Landlord shall keep and maintain the Property in a safe and tenantable condition and in good order and repair, and shall keep all Landlord's fixtures,

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fees. Tenants understand and agree that Security Deposit will not be used as last month's rent.

13. **TERMINATION**: Upon the expiration or other termination of this lease, Tenant shall deliver up the Property to the Landlord together with all the keys to said Property. Upon giving 24-hour notice, Landlord or Landlord's agents may enter Property to show it
to any prospective tenants and/or buyers.

14. **PETS**: No Pets

15 **INSURANCE**: It is agreed that the tenant will carry an insurance policy called Home Owner's Tenant's Policy [HO4] or will be responsible for damages which would be covered by such a policy.

16 **ONFLICT WITH STATE LAW**: If any provision of this lease conflicts with state law, state law shall take precedence.

Rent Payments:

Tenant (s) understands and agrees; to make monthly rent payment of ~~**$650.00 per tenant,**~~ $700.00 payable to Irv McCalmon and mail on the 28th day of the month to be received on the 1rst of the month. Mail rent to 39 Brackett Road Gorham, ME 04038.

Parking for the 3rd floor is the street. However, during snow bands, the tenant can us the driveway. Arangements for parking is to be made with the 1st and 2nd floor tenants.

[3.] Tenant (s) understand and agree; to switching all utilities into tenant (s) name upon lease commencement and to pay utilities promptly as due.

[4.] Tenant (s) agrees, **no smoking**.

[5] Tenant (s) will keep common areas, and all hallways picked up at all times. No clutter and blocking of doorways. (boots, shoes, and etc.)

[6] Trash will be removed from the premises each week. Trash is not to be stored in the garage.

[7.] Storage
The back stairway area is for storage use by the 3rd floor tenant

IN WITNESS WHEREOF, Tenant has set tenant's bond (s) and seal (s) the date and year first above written.

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WITNESS: _____ TENANT: _____ DATE: _____
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LANDLORD: _____ DATE: _____

SECURITY DEPOSIT AGREEMENT
This is not a rent receipt

DATE:

Received from: _____
$ 350.00 Dollars [$] cash_____ check_____ as security deposit for apartment (3rd fl) located at 18 Rosemont Ave. Portland, ME 04103.

Management agrees that, subject to the conditions below, this security deposit will be returned in full.

Irv McCalmon 10/26/05
Irv McCalmon, Landlord Date

Undersigned agrees that this security deposit may not be applied as rent at any time.

Mary M Gallik Jr.
Tenant (s)

Release of the security deposit is subject to the following conditions:

1. Full term of lease has expired.
2. A written notice of intent to vacate must be given **30 days** prior to lease expiration.
3. No damage to property beyond normal wears and tears.
4. Entire Property including all appliances, baths, closets, cupboards are **clean** and refrigerator items removed.
5. All debris and **rubbish removed**.
6. Floors are washed.
7. Original **key** returned.
8. Carpets shanpooded.

Note:
If the tenant chooses not to clean the above areas, one third of the security deposit will be forfeited . This does not include deductions for damage or unpaid bills accumulated during time of lease.