

# Residential Real Property Disclosure Statement

## MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

### Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

Emily E. Selden 7/17/15  
Lessor Signature Date

Emily E. Selden

Lessor Name printed

Emily E. Selden 7/17/15  
Lessor Signature Date

Emily E. Selden

Lessor Name printed

Stephanie E. Trapnell 7-17-15  
Lessee Signature Date

Stephanie E. Trapnell

Lessee Name printed

Jesse Blaisdell 7/17/15  
Lessee Signature Date

Jesse Blaisdell

Lessee Name printed

**Acknowledgement of federal disclosure of information on Lead-Based Paint and/or 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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

Although I have not had any tests performed I suspect the presence of lead based paint at the property. \_\_\_\_\_

(ii)  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 (i) or (ii) below):

(i)  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).

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

**Lessee's Acknowledgement (initial)**

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

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

**Agent's Acknowledgement (initial)**

(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 they have provided is true and accurate.

D. Selder 7/17/15  
Lessor Date  
Stephanie Inapell 7-17-15  
Lessee Date

D. Selder 7/17/15  
Lessor Date  
[Signature] 7/17/15  
Lessee Date

Agent Date

Agent Date



## Landlords Disclosure To Tenants Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

### Information About Your Building

Residential Rental Unit Number Or Other Identifier: 13

Street Address (including Rental complex name if applicable): 13 Hastings Street, Portland, ME 04102

A radon test in the unit identified above or in other parts of your building was completed on 02 / 22 / 2013  
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 3.2 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester  /the landlord  /a Tenant   
If tested by a Maine-registered radon tester, their Maine Radon ID number is ME00420P

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health, is attached.

### ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

Emily E. Selden  
Landlord or Agent (printed)                      Date

E. Selden                      7/17/15  
Landlord or Agent (signed)                      Date

Stephanie E. Trapnell  
Tenant (printed)                      Date  
Date

Stephanie E. Trapnell                      7-17-15  
Tenant (signed)                      Date

Jesse Blaisdell  
Tenant (printed)                      Date

Jesse Blaisdell                      7/17/15  
Tenant (signed)                      Date

Punch List – to be completed by August 15, 2015

- Hole in pantry ceiling will be repaired, pantry will be cleaned and painted with primer;
- Interior cabinet will be cleaned and painted with primer;
- Kitchen counter surface will be replaced;
- Kitchen drawers and cabinets will be cleaned and painted with primer as needed;
- Doorknob on front door will be replaced;
- Mailbox will be affixed to front exterior wall by front door;
- Rubbish will be cleared from front porch;
- All bedroom closets and linen closet will be cleaned and painted with primer as needed;
- Shower curtain rod and shower head will be installed, exhaust fan will be re-secured, shelving will be added to bathroom;
- All outlet and light switch covers will be replaced;
- Handrail to attic will be securely affixed to wall;
- Attic will be tidied up, insulation will be secured into ceiling bays;
- Dwelling unit will be thoroughly cleaned and floors washed.

Punch List – to be completed by October 15, 2015

- Heat pipes in basement will be insulated;
- Back porch will be replaced.

RESIDENTIAL LEASE AGREEMENT  
13 HASTINGS STREET, PORTLAND, MAINE

1. PARTIES

The parties to this agreement are Emily E. Selden, hereinafter called "the Landlord," and Stephanie E. Trapnell and Jesse Blaisdell, hereinafter called "the Tenant."

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

Baby Girl

The Tenant may not have guests or invitees stay more than seven (7) consecutive days on the premises. The Tenant is responsible for any damages caused by guests or invitees.

2. 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 expressly agrees to perform the obligations and make the payments required under this lease without regard to any non-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.

3. PROPERTY

The Landlord hereby lets the following property to the Tenant for the term of this Agreement: (a) the dwelling unit located at 13 Hastings Street, Portland, ME 04102, and the following furniture and appliances on said property:

1 oven, 1 refrigerator

The Tenant understands and agrees that the Tenant will have the use of the driveway for two of the Tenant's motor vehicles during city wide parking bans.

4. TERM

The term of this Agreement will be for 12 months, beginning on August 15, 2015 and ending on August 14, 2016. The Tenant is specifically liable for all rent due and payable during this term. Early termination by the Tenant will not relieve him/her of this obligation to pay all rent hereunder, subject to the Landlord's duty to mitigate. This Agreement shall automatically terminate on the fifteenth day of any month following the death of the Tenant. If more than one Tenant, the preceding sentence shall only apply upon the death of the last surviving Tenant.

After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a minimum 30 (thirty) day written notice of intention to terminate; this notice must be served on the 1<sup>st</sup> (first) of the month.

5. CONFIRMATION

This agreement is subject to confirmation and verification of all information provided by the Tenant to the Landlord including but not limited to place of employment, income levels, and financial resources. It is also subject to a satisfactory check of references, payment in full of the security deposit and first month's rent and prompt surrender of possession of the premises by any current tenant. The Landlord will not be liable to the Tenant for any consequential damages arising pursuant to this paragraph. Any false or misleading information provided by the Tenant in an application for tenancy will be considered a breach of this agreement.

6. RENT

The monthly rental payment for said property will be \$1,400.00 (one thousand four hundred dollars) due and payable on the first day of each month to the Landlord at: 15 Hastings Street, Portland, ME 04102. Rent for August 15, 2015 through August 31, 2015 will be prorated, Tenant and Landlord have agreed to the amount of \$700.00 (seven hundred) for this 16 day period.

If rent is paid in cash, the Tenant will be given a written receipt. If the Tenant fails to pay rent within seven (7) days of the due date, as evidenced by the postmark on the envelope, the Tenant will be deemed to have breached the lease, and the Landlord will have the right to cancel, forfeit and terminate this Agreement immediately, and the

Tenant may be subject to a forcible entry and detainer action (eviction), as well as suit for damages and attorney's fees.

Notwithstanding the foregoing provision and without waiving any rights thereunder, the Tenant will be liable for and pay to the Landlord a late payment penalty of four percent (4%) of the rental amount whenever said rent is fifteen (15) days or more overdue. The Tenant will pay a Thirty Dollar (\$30.00) service fee as additional rent for any check returned to the Landlord by the Tenant's bank for insufficient funds and/or any other reason.

In accordance with Maine law, the Landlord has the right to increase the rent by giving 30 day's written notice to the Tenant, with the increase becoming effective after the 30 days has elapsed from the Tenant's receipt of the notice.

7. UTILITIES

Utilities and services will be paid by the party indicated on the following chart:

	Landlord	Tenant
Electricity		x
Heating Oil		x
Water	x	
Sewerage	x	
Trash Removal*		x
Yard Maintenance	x	
Snow Removal	x	x

\*Trash and Recycling containers will be provided by Tenant and stored on the side of or in back of the house. Curbside Trash and Recycling is collected by the City of Portland on Thursday mornings.

8. USE OF PROPERTY

The Tenant will use the property for residential and home office purposes, so long as use does not violate local zoning law or affect the Landlord's ability to obtain fire or liability insurance. No article or substance will be kept on the premises, nor any activity or occupation conducted, which is illegal, noisy or dangerous.

9. TENANT'S DUTY TO MAINTAIN PREMISES

The Tenant will keep the dwelling unit in a clean and sanitary condition and free from vermin and rodents and will otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect of the Tenant or others visiting or occupying the premises under his/her control, the Tenant will repair, in a workmanlike manner, such damage at his/her own expense. Upon the Tenant's failure to make such repairs and after reasonable written notice by the Landlord, the Landlord may cause such repairs to be made and the Tenant will be liable to the Landlord for any reasonable expense thereby incurred by the Landlord. Said expense will be paid by the Tenant within 30 days of the Landlord's written demand therefor. Failure to pay such expense within 30 days will be grounds for eviction.

The Tenant understands and agrees that the Tenant will not be permitted to keep or maintain any inoperable or unlicensed or unregistered vehicles, trailers, boats, or motorcycles in the parking lot or on any other portion of the property on which the premises are located, without the prior written consent of the Landlord. Further, the Tenant understands and agrees that any such inoperable or unlicensed or unregistered vehicles, trailers, boats or motorcycles may be towed away at the Tenant's expense.

Outdoor areas shall be kept clean, tidy and clear of clutter and knick-knacks. No furniture or personal property shall prevent access to entry doors or hallways.

Grills are to be stored and used in the yard area behind the house. No grill or propane tank shall be stored or used inside the dwelling unit, in the basement or on any of the porches. Propane tank storage is permitted in the shed. Grills are to be operated no fewer than 10 feet from any structure on the property.

Fire pits, chimineas and tiki torches are prohibited. Unattended open flame both inside and outside the dwelling unit, basement or porches are prohibited.

The heating oil tank will be full as of the effective date of this Agreement. Tenant understands and agrees that it is their responsibility to leave a full oil tank upon vacating the dwelling unit.

Tenant agrees to not flush items that have the ability to cause or contribute to plumbing stoppages in the toilet or drains (these items include but not limited to: paper towels, tissues, sanitary napkins; tampons; condoms; plastic wrappers; Q-tips; sanitary wipes; baby wipes; cleaning wipes; grease; kitty litter etc.).

Smoking tobacco products of any kind is prohibited inside the dwelling unit.

Smoke/Carbon Monoxide alarms have been hard wired and installed on each floor and within each bedroom of the dwelling unit. Fresh batteries are installed in the Smoke/Carbon Monoxide alarms annually in July, replacing the batteries is the duty of the Landlord. Tenants shall not uninstall alarms, any issues with the alarms shall immediately be brought to the attention of the Landlord.

#### 10. ALTERATIONS

No alteration, addition, or improvement will be made by the Tenant in or to the dwelling unit without the prior written consent of the Landlord. Such consent will not be unreasonably withheld, but may be conditioned upon the Tenant's agreeing to restore the dwelling unit to its prior condition upon moving out and providing additional security therefor.

#### 11. NOISE

The Tenant agrees not to allow on the premises any excessive noise or other activity that disturbs the peace and quiet of neighbors or other Tenants in the building.

#### 12. INSPECTION BY LANDLORD

The Landlord may enter the dwelling unit upon twenty-four (24) hours notice only for the following purposes: to inspect, to make repairs and to exhibit the unit to prospective purchasers, mortgagees, and tenants. If, however, the Landlord or his agent reasonably believes that an emergency (such as fire) exists which requires an immediate entry, such entry may be made without notice.

#### 13. SECURITY DEPOSIT

The Tenant has deposited \$1,400.00 (fourteen hundred dollars) with the Landlord as a Security Deposit. The Landlord will hold this security deposit, in an account for the period the Tenant occupies the apartment. After the Tenant has moved from the apartment, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) After the Tenant has moved from the apartment, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b) The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
  - 1) unpaid rent;
  - 2) filling heating oil tank;
  - 3) damages which are not due to normal wear and tear;
  - 4) charges for late payment of rent and returned checks as described in paragraph six; and;
  - 5) any other charges due and owing by the Tenant to the Landlord under this agreement or pursuant to law.
- c) The Landlord agrees to refund the amount computed in the above paragraph within thirty (30) days after the Tenant has permanently moved out of the apartment and returned possession of the apartment to the Landlord. The Landlord will also give the Tenant an itemized list of charges, if any, that were subtracted from the security deposit.

d) If the apartment is rented by more than one (1) person, the Tenants agree that they will work out the details of dividing any refund amount among themselves. The Landlord may pay the refund to any person identified as a Tenant in this lease agreement.

e) The Tenants agrees that it is their responsibility, prior to vacating the premises, to clean the entire unit including the range, refrigerator, closets, walls, cabinets and floors. There will be no scores, stains, or unsightly holes in any wall. No indentations or scratches in wood, tile, or resilient flooring, doors or trim. All burned out light bulbs will be replaced. Smoke alarms will be in place and undamaged, with working batteries. All debris and rubbish will be placed in proper containers. All personal property will be removed.

f) Normal wear and tear will not include the cost of repainting or redecorating of the unit or the cost of replacement of carpet or other floor covering unless the time between the last repainting/redecorating or carpet/floor replacement and the current one exceeds a reasonable period. In the case of repainting, a reasonable period will be four (4) years. In the case of carpet or floor covering replacement, a reasonable period will be ten (10) years.

g) If the Landlord is required to repaint the unit or replace the carpets/flooring prior to the expiration of the reasonable time periods set forth in subparagraph (f), the Tenant will be responsible for the prorated share of the cost of repainting or replacement.

h) All costs of labor and materials, for cleaning or repairs, and any other expenses incurred pursuant to this section, will be charged at the rate of \$50.00 (fifty dollars) per hour. The Tenant will be charged at the lease rate for anytime that the apartment is not rentable due to damage caused to the premises by the Tenant or his guests or invitees.

#### 14. REPAIR AND MAINTENANCE

The Landlord will provide and maintain the building and grounds appurtenant to the dwelling unit in a decent, safe and sanitary condition and will comply with all state and local laws, regulations and ordinances concerning the condition of dwelling units which at a minimum must be maintained in a decent, safe and sanitary condition. The Tenant will notify the Landlord in writing of dangerous conditions or the need for repairs on the premises, and will guard against loss or risk to himself and others until such time as the Landlord has had a reasonable opportunity to address the problem. In the absence of such notification, the Landlord will not be responsible for any injuries that occur in the leased premises.

#### 15. SUBLEASING AND ASSIGNMENT

The Tenant will not assign this Agreement or sublet the dwelling unit without the written consent of the Landlord. The Tenant is not permitted to list or rent the unit through AirBnB or any other outfit for lodging rental.

#### 16. PETS

The Tenant may have one dog in the residence. Tenant agrees to treat dog with flea and tick prevention medication during the spring, summer and fall seasons.

The following pet may live in the residence:

Name: Aggie

Breed: Goldendoodle

Pets must be housebroken Tenant shall be responsible for the immediate removal of any pet waste in the dwelling unit or on the grounds.

Pets shall be kept on a leash or under voice command when on the property.

Tenants shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, defleaing, and deodorizing required because of such pet. This applies to doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on the property. If such items cannot be satisfactorily cleaned or repaired, Tenant must pay for complete replacement. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Tenant shall be strictly liable for the entire amount of injury to the person or property of others, caused by such pet; and Tenant shall indemnify Owner for all costs of litigation and attorney's fees resulting from same



**17. DESTRUCTION OF PREMISES**

If the premises become substantially or totally destroyed during the term of this Agreement, either party may thereupon terminate this Agreement upon reasonable notice.

**18. PERSONAL PROPERTY**

Upon termination of this Agreement, the Tenant will vacate the premises, remove all personal property belonging to him/her, and leave the premises as clean as he/she found them (normal wear and tear excepted). Any personal property remaining on the premises twenty-four (24) hours after the Tenant vacates will be deemed to be abandoned by the Tenant and will be disposed of according to law.

**19. LEGAL PROCEEDINGS**

If either party commences a lawsuit against the other to enforce any provision of this Agreement and there is a contested hearing, the prevailing party may be awarded reasonable attorney's fees from the other party in cases of wanton disregard of the terms of this Agreement. This Agreement will be governed by Maine law.

**20. BREACH/FORFEITURE**

Any violation of the provisions of this Agreement by the Tenant will be deemed to have breached the lease, and the Landlord will have the right to cancel, forfeit and terminate this Agreement immediately, and the Tenant may be subject to a forcible entry and detainer action (eviction), as well as suit for damages. The Landlord is not required to give any notice before exercising its right to cancel, forfeit and terminate this Agreement, and commence an action for forcible entry and detainer.

During the pendency of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the premises. By incorporating this provision in this Lease Agreement and agreeing to be bound by its terms, the parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until the Tenant has vacated the premises, the leasehold obligations remain in effect.

**21. INDEMNIFICATION**

The Tenant agrees to purchase and maintain liability insurance through a "Tenant's" or "Renter's Policy." The Tenant agrees to defend, indemnify and hold the Landlord harmless from any loss, damage, claim demand, suits, judgments or liabilities which the Landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or resulting from the use of the leased premises or common areas by the Tenant, guests or invitees, unless such loss or damage was occasioned by the negligence of the Landlord or its agents.

**22. NOTICES**

All notices required by this Agreement to be in writing will be given to the other party as follows:

To the Tenant: At the premises or via email.

To the Landlord: At the premises or via email.

**23. HOLDOVERS**

If the Tenant holds over upon termination of this Agreement and the Landlord accepts the Tenant's tender of the monthly rent provided by this Agreement, this Agreement will continue to be binding on the parties as a month-to-month agreement. The parties wish to clarify that they do not intend this month-to-month tenancy to be considered a "tenancy at will."

**24. SEVERABILITY**

If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances will not be affected thereby.

**25. WAIVER**

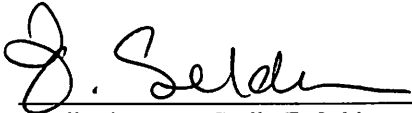
The waiver by the Landlord of any breach of any term, covenant or condition herein will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by the Landlord will 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 failure of the Tenant to pay the particular rental so accepted.

26. ACKNOWLEDGEMENT OF DISCLOSURES

By signing this agreement Tenant acknowledges receipt of Lead-Based Paint Hazard disclosure and Landlords disclosure of Radon Gas Hazards in a Residential Rental Property. Tenant has read and understand both disclosures and all questions have been satisfied by Landlord.

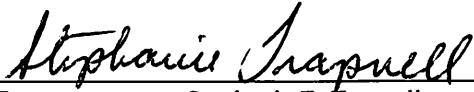
WHEREFORE, we the undersigned, do hereby execute and agree to this Lease Agreement:



Landlord: Emily E. Selden

7/17/15

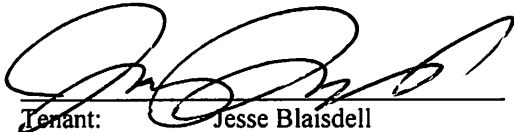
Date of Signature



Tenant: Stephanie E. Trapnell  
Social Security Number:

7-17-15

Date of Signature



Tenant: Jesse Blaisdell  
Social Security Number:

7/17/15

Date of Signature