

## OFFICE SUITE RENTAL AGREEMENT

### 1. Parties

Landlord	Tenant
<u>Biped Development LLC</u> <u>570 Brighton Avenue</u> <u>Portland, ME 04102</u> <u>(207) 671-5720</u>	<u>Laura Meyer, L.Ac.</u> <u>149 Newton Street</u> <u>Portland, ME 04103</u> <u>(207) 253-9491</u>

2. **Premises:** In accordance with the terms and conditions of this lease the Landlord rents to the Tenant a second floor office suite located at 570 Brighton Avenue, Portland, ME 04102, being three rooms totaling approximately 480 square feet facing Brighton Avenue to the North, Fleetwood Avenue to the East and accessed from the hall running to the East side of the building, and including the shared use of the bathroom on the same floor.
3. **Lease Term:**
  - (a) The term of this Lease shall be for *one year* commencing on April 1, 2016 and terminating on March 31, 2017. Lessee will have the option, no less than 30 days prior to the expiration of the first lease year, to extend this lease for up to 1 additional year(s), with an increase in the monthly rent not to exceed six percent.
4. **Rent:** The monthly rental rate is fixed at \$495.00 per month. The first rent payment of \$495.00 shall be paid at the signing of this lease. Rent shall thereafter be due and payable without presentation of an invoice on the first day of each month beginning April 1, 2016, and monthly thereafter until this agreement is terminated. The payment shall be made to Biped Development LLC, 570 Brighton Avenue, Portland, ME 04102.
5. **Late Fee:** If the rent is late by more than 5 business days, a late fee five percent (4%) of the monthly rent shall be due in addition to the monthly rent specified in paragraph 4 of this agreement.
6. **Security Deposit:** A security deposit of \$ 0.00 is due on the signing of this lease.
7. **Last Month's Rent:** The last month's rent in the amount of \$495.00 shall be carried over from the prior lease dated March 1, 2015. Upon notice of termination as specified in paragraph 3 of this agreement, this amount shall be applied to the last month's rent.

8. **Insurance:** All personal property placed in the leased Premises, or in any other portion of the Building or any place appurtenant thereto, shall be at the sole risk of Lessee or the parties owning the same, and Lessor shall in no event be liable for the loss, destruction, theft, or damage to such property unless caused by or resulting from the negligence of Owner/Lessor or any agents, servants, or employees of Lessor, in the operation, care, or maintenance of the leased Premises or any portion of, or facility upon, the property of which the leased Premises are a part. The Tenant is strongly encouraged to protect their own personal property with renters' insurance. Landlord's insurance policy covers damage to the building and Landlord's property only.
9. **Care and repairs:** Tenant may paint or make any alterations to the Premises without written permission from the landlord. Tenant agrees to maintain the Premises in clean, reasonable and habitable condition. Tenant shall give Landlord prompt and immediate notice of any repairs needed to the premises.
10. **Occupancy and Subletting and Assigning:** The Premises shall be for an acupuncture practice. Only the identified tenant, as signed below, shall occupy the Premises. There shall be no subletting or assignment of this agreement without the written consent of the Landlord.
11. **Conditions:** The Tenant is entitled to quiet enjoyment of the premises. Tenant or shall not use the premises to disturb the quiet enjoyment or peace of any other tenant or nearby resident. Indications of objectionable tenancy include but are not limited to the following: Illegal activity in or around the premises by the Tenant or their guests; reasonable complaints by neighbors or other tenants concerning activities of Tenant or guests; Tenant failure to allow Landlord access to the premises; Serious or repeated damage to premises; Storage of unlicensed vehicles without Landlord permission; ; Failure to comply with the terms of this lease. If Tenant fails to abide by the terms of this lease, Landlord will give written notice stating the violation(s) and a time, if applicable, for curing the violation(s). If Tenant does not cure violation(s) in stated time, Tenant may face eviction proceedings.
12. **Parties' Responsibilities:** Landlord and Tenant shall pay for or provide utilities and services as follows:

Pay Gas and Heat <b>Tenant</b>	Take out garbage <b>Tenant</b>
Pay Electricity <b>Tenant</b>	Snow removal <b>Landlord</b>
Pay Water <b>Landlord</b>	Cut lawn <b>Landlord</b>
Telephone: <b>Tenant</b>	Internet: <b>Landlord</b>

13. **Parking:** The Tenant may park their licensed vehicle(s) in the 1 (one) space in the lot located: to the East of the building with access to Fleetwood Street. However, the tenant is encouraged to use street parking in order to make off-street parking

available for customers.

14. **Other Charges:** Tenant is subject to the charges and fees below:
- Landlord will provide Tenant with 1 set(s) of keys. Landlord will provide replacement keys at a cost of \$ 5.00 per key.
  - A fee of \$ 25.00 shall be charged to the Tenant for each returned check.
  - Tenant is responsible to pay all fees or fines charged by the City for the improper storage or disposal of the Tenant's garbage or recycling.

15. **Right to Enter:** Landlord may enter Tenant's office with reasonable prior notice of at least 24 hours in advance and at a mutually agreeable time: (a) to provide necessary or agreed on repairs or services; (b) to show the office to prospective purchasers or tenants; or (c) to conduct an inspection of the office.

Landlord may enter the office without notice to or consent from the Tenant in during emergencies such as a fire or water leak, or to make emergency repairs.

Tenant shall not install additional locks on any doors or windows, including interior doors, without written permission from Landlord.

16. **Changes:** Any changes, additions, or deletions to this lease must be approved in writing by both Tenant and Landlord.
17. **Costs and Attorney Fees:** Tenant shall pay the actual amount of all reasonable attorney fees incurred by Landlord in connection with a lawful and successful action to enforce the Landlord's rights under this lease.
18. **Termination:** Upon termination of the rental agreement Tenant agrees to leave the Premises in clean good condition, equal to the condition when the Premises were first occupied.
19. **Signatures:** The Tenant and Landlord have each received and signed identical copies of this lease. All parties who have signed below have read and understood this lease and agree to the terms.

Landlord

Date

Tenant

Date