



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	New + Entered 07/25/17 NEW/CHANGE OF OWNERSHIP RENTAL HOUSING REGISTRATION FORM	
	Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 11-11-2016

Chapter 6, Article VI of the City of Portland Code of Ordinances requires owners and managers to register rental units with the City of Portland Housing Safety Office. A rental unit is any portion of any residential structure that is rented or available to rent for any length of time to an individual(s) who is not the owner(s). Registration is due beginning January 1, 2016 and within thirty (30) days of renting a property. The ANNUAL registration fee of \$35 per individually rented bed, room, and/or dwelling unit less any discounts (listed on the second page) is due at the time of registration and on January 1 of each year. Failure to register may result in a fine.

Complete the **Rental Housing Registration Form** and **Owner's Pre-Inspection Checklist** for **EACH RENTAL PROPERTY** (multiple rental units at the same property with the same owner can share the same form) and return to the City of Portland Housing Safety Office by email, fax, mail, or in person. After the registration information and fee discount documentation has been verified, an invoice for payment will be sent to the party certifying registration entered below. Complete applications may pay at the time of registration.

SECTION 1: PROPERTY INFORMATION		
Street Number 19	Street Name Capisic	CBL- Chart, Block, Lot Number (e.g. 001A__A001) 194 8001

SECTION 2: OWNER INFORMATION		
Owner(s) First Name John	Owner(s) Last Name McDonough	Primary Telephone Numbers (cell) 207 831 1905 (home)
Mailing Address 19 Capisic St Portland ME 04102		Email Address mcdonough19@gmail.com
Owner is a/an: <input checked="" type="radio"/> Individual(s) <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Other, please explain:		

SECTION 3: AUTHORIZED AGENT (if different than owner)		
<i>All properties must have an authorized agent for purposes of service. If property owner is a partnership, corporation, LLC or any other form of business entity, the authorized agent must be an individual who resides in the State of Maine.</i>		
Registered Agent First Name	Registered Agent Last Name	Telephone Number
Mailing Address		Email Address

SECTION 4: PROPERTY MANAGER (if different than owner)	
Property Manager Name	Telephone Number
Mailing Address	Email Address

SECTION 5: EMERGENCY CONTACT FOR PROPERTY (if different than owner)	
Emergency Contact Name	Telephone Number

SECTION 6: RENTAL UNIT REGISTRATION		
Please describe the rental units by listing unit numbers and/or room numbers of the rental units being registered (e.g. apartment number 1,2,3, 4-11) Unit # 2	Is the property owner occupied? (Yes/No) Yes	Number of rental units registering 1

To the best of my knowledge, I certify that the information being registered is true and correct.

Name (print only) John McDonough	Telephone Number 207 831 1905
Relationship to Property owner	Date 7/22/2017
Email Address mcdonough19@gmail.com	



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	OWNER'S PRE-INSPECTION CHECKLIST
Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 6-22-2016 Page 3 of 3

This pre-inspection checklist will help prepare you for your initial basic life safety rental housing safety inspection.

Complete this checklist and return it with your Rental Housing Registration Form.

BUILDING INFORMATION		
Street Number 19	Street Capisic St	CBL- Chart, Block, Lot Number (e.g. 001A __ A001001) 194 B001

LIFE SAFETY CHECKLIST		YES	NO	NA	Comments
1.1	Is there a working smoke alarm (detector):	✓			
	a. On each level of the building and dwelling unit and in the vicinity of each bedroom, including the basement?	✓			
	b. In each bedroom?	✓			
1.2	Is there a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit including the basement?	✓			
1.3	Does each dwelling unit have two separate ways out?	✓			
1.4	Are all ways out of the building:				
	a. Free of obstructions?	✓			
	b. In buildings with 3 or more dwelling units, automatically or permanently lighted?			✓	
	c. In buildings with 3 or more dwelling units, have doors that are fire-rated, self-closing, easily opened, and able to be used?			✓	
	d. Discharged to the ground level?	✓			
1.5	Do all exit stairways have handrails that are securely mounted?	✓			
1.6	If there is only one way out of a dwelling unit, does each bedroom have a window that can be easily opened and is large enough for emergency rescue or escape?			✓	

NA – not applicable

CODE REFERENCE (NFPA 101 (2009), City Code of Ordinances Chapter 6 and 10 (June, 2016))	
Question	Code Explanation
1.1	There must be a working smoke alarm (detector) on each level of the building and dwelling unit including the basement and in the immediate vicinity of each bedroom or room used for sleeping as well as in each bedroom.
1.2	There must be a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit.
1.3	Each dwelling unit must have access to at least 2 separate ways out of the building that are not located close together unless the unit has an exit door opening to the outside at ground level, an enclosed stair used only by that unit opening to the outside at ground level, or access to an outside stair that serves no more than 2 units.
1.4	The way out of the building cannot be used for storage or trash containers. The way out of a building must be permanently lighted or by lighted by automatic means. Doors leading from a dwelling unit to a stairwell must be self-closing and fire rated. Locks or door hardware must be easy to use when leaving the building. Exits must lead to the ground level, not the basement.
1.5	All stairs must have handrails that are easy to grasp and that are securely mounted at a height between 34" and 38" measured from the leading edge of all treads, vertically to the handrail.
1.6	Each bedroom must have a window that can be opened without using tools or special knowledge. The opening of the window must be at least 20" wide and 24" high and provide an opening of 5.7 square feet. The bottom of the opening must be less than 44" above the floor.



CITY OF PORTLAND HOUSING SAFETY OFFICE www.portlandmaine.gov/housingsafety housingsafety@portlandmaine.gov	NEW/CHANGE OF OWNERSHIP RENTAL HOUSING REGISTRATION FORM
Portland City Hall, Room 26 389 Congress Street Portland Maine 04101 (P) 207-756-8131 (F) 207-756-8150	Revised 11-11-2016 Page 2 of 3

SECTION 7: FEE DISCOUNTS (The total discount may not exceed \$20.00 per rental unit)

Discount Requested	Attach Required Verification Documents	Discount	Number of rental units for which a discount is being requested
Fully Sprinklered Building	Testing Report OR Maintenance Report OR Maintenance Contract from Preceding Year	\$10.00/unit	
Off-site Monitored Fire Alarm System	Fire Alarm System Monitoring Annual Contract	\$7.50/unit	
Subsidized Housing Housing Quality Standard (HQS)	HQS Inspection Report from Preceding Year	\$5.00/unit	
Public Housing Uniform Physical Condition Standard (UPCS)	UPCS Inspection Report from Preceding Year	\$10.00/unit	
No Smoking Lease	Copy of Signed Lease Language OR Smoking Disclosure Form	\$2.50/unit	1

DID YOU COMPLETE: Rental Housing Registration Form
 Owner's Pre-Inspection Checklist
 Attach all fee discount verification documents if requesting discount

RETURN FORMS, ATTACHMENTS, AND PAYMENT:
 By email to: housingsafety@portlandmaine.gov
 By mail to: Housing Safety, Room 26
 City Hall, 389 Congress Street, Portland Maine 04101
 By fax to: (207) 756-8150
 In person at Room 26, City Hall

PAYMENT INFORMATION: Pay the registration fee:

- in person by cash, check, or credit card;
- by mail by check; or
- online by credit card through MuniCIPAY by following the link found at www.portlandmaine.gov/housingsafety

Make checks payable to CITY OF PORTLAND
 BE SURE TO NOTE the CHART, BLOCK, AND LOT (CBL) ON THE CHECK

FOR MORE INFORMATION: See www.portlandmaine.gov/housingsafety

SECTION 8: TOTAL ANNUAL CHARGES

Total Number of Rental Units Registering	1
Registration Fees (\$35 x Number of Rental Units)	1
Total Fee Discounts (not to exceed \$20.00 per rental unit)	\$2.50
TOTAL ANNUAL RENTAL REGISTRATION FEES	

Maine Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on May 1, 2017 (the "Effective Date") by and between Vernon Marcum (the "Landlord") and Jennifer Gerfin and Benjamin Lemieux (the "tenant(s)").

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to tenant(s) an apartment with 2 bedrooms and 1 bathrooms, located at 19 Capisic St, Portland, Maine 04102 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

2. Term. This Agreement will begin on May 1, 2017 (the "Start Date") and will terminate on May 01, 2018 (the "Termination Date").

Tenant(s) will vacate the Property upon termination of the Agreement, unless: (i) Landlord and tenant(s) have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from tenant(s) (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by tenant(s) giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving tenant(s) written notice as provided by law. Rent will be at a rate agreed to by Landlord and tenant(s), or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Delivery of Possession. [Intentionally left blank.]

4. Management. The tenant(s) is hereby notified that Vernon Marcum (the "Property Manager") is the property manager of the Property. Should the tenant(s) have any issues or concerns, the tenant(s) may contact the Property Manager by one of the methods below:

Address: 19 capisic St
Portland, ME 04102
Telephone: 207.415-8825
Email: nkeepersb@aol.com

5. Rent. Tenant(s) will pay to Landlord rent in the amount of \$1400.00 (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to tenant(s). Payments should be sent to:

Payment address: 19 Capisic St Portland, ME 04102, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Check or cash

Tenant(s) agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, tenant(s) will be responsible for collecting payment

from all parties and submitting a single payment to Landlord. Tenant(s) is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. If the first month of the lease is a partial month, rent payment will be pro-rated at the rate of 1/30th of the monthly rent payment per day. No pro-rated rent shall be accepted at any other time.

6. Security Deposit. At the time of signing this Agreement, tenant(s) must pay to Landlord a security deposit in the amount of \$1400.00 (the "Security Deposit") + 250.00 security for pets. Pursuant to Maine law, Landlord shall maintain the security deposit in an account used exclusively for storing security deposits. The security deposit will be held in Bangor Savings Bank, Portland, ME. Landlord may use therefrom such amounts as are reasonably necessary to remedy damages from breach of lease, the cost of storage, nonpayment of rent, nonpayment of utility bills or the storing of unclaimed property. If used for any of the aforementioned purposes, Landlord will provide tenant(s) with a written accounting of the deductions. Landlord will refund tenant(s) the balance of the security deposit after such deductions.

7. Late Payments. In the event that any payment required to be paid hereunder by tenant(s) is not made within 15 days of when due, tenant(s) will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of 4% of monthly rent.

8. Failure to Pay. Tenant(s) is hereby notified that a negative credit report reflecting on tenant(s)'s credit history may be submitted to a credit reporting agency if tenant(s) fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

9. Occupants. The only persons who may live on the Property during the term of this Agreement is the tenant(s). Tenant(s) may have guests on the Property for not over 15 consecutive days or 30 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 15 consecutive days or more than 30 days in any calendar year will NOT be considered original occupants of the Property. Tenant(s) is not required to disclose to Landlord when guests stay at the Property fewer than 15 consecutive days or 30 days in a calendar year, but tenant(s) must obtain the prior written approval of Landlord if an invitee of tenant(s) will be present at the Property for more than 15 consecutive days or 30 days in a calendar year.

10. Possession. Tenant(s) will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, tenant(s) will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to tenant(s), ordinary wear and tear excepted.

11. Use of Property/Absences. tenant(s) will occupy and use the Property as a full-time residential dwelling unit. Tenant(s) will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the tenant(s) receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require tenant(s) to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion. The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

12. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator

Tenant(s) will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

13. Storage. No additional storage space on the Property is authorized, permitted or provided without Landlord's approval.

EXCEPTION: Canoe and Kayak storage. Tenant(s) have permission to build a temporary storage rack for the boats and recognize that the landlord is not responsible for tenant(s) property stored outside.

Any personal property stored in the common areas of the Property will be removed without notice.

14. Parking. Tenant(s) is permitted parking in one of the open spaces across from Garage doors. The assigned parking is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. tenant(s) will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property.

15. Roof/Fire Escapes. Use of the roof and/or the fire escapes and fire exit by tenant(s) and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

16. Pets. Tenant(s) is not allowed to keep any animals or pets on or about the Property without Landlord's prior written consent, except for the following:

- 1 dog
- 1 cat

Number of pets allowed: 2

Weight limit for each pet: 120 lbs.

17. Keys and Locks. tenant(s) will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, tenant(s) will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. tenant(s) is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, tenant(s) must provide Landlord with keys to any changed lock immediately upon installation.

18. Smoking. Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenant(s), guests, employees, and service persons. The tenant(s) will be liable for any damages caused to the Property due to tenant(s) or tenant(s)'s visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies

allowable by law including eviction.

19. Maintenance and Repairs. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by tenant(s). Tenant(s) may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

20. Utilities and Services. The following services will be paid by Landlord:

- Water
- Gas
- Electric
- Internet
- Snow removal

21. Default. Tenant(s) will be in default of this Agreement if tenant(s) fails to comply with any material provisions of this Agreement by which tenant(s) is bound. Subject to any governing provisions of law to the contrary, if tenant(s) fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to tenant(s), Landlord may elect to cure such default and the cost of such action will be added to tenant(s)'s financial obligations under this Agreement. All sums of money or charges required to be paid by tenant(s) under this Agreement will be additional rent, whether or not such sums or charges are designated.

Agreed upon, on this date 5/1/2017, by the following:

[Signature] *VERNON W ARON* Landlord

tenant(s) 1 *Jennifer Griffin* *[Signature]*
Print and sign

tenant(s) 2 *Benjamin Lemieux* *[Signature]*
Print and sign