

RESIDENTIAL LEASE AGREEMENT

This agreement, dated October 5, 2015, is between Samantha Higgins and Susan Wildes & Ed Buzzell.

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:
Samantha Higgins (Owner)
and will be referred to in this Lease Agreement as "Landlord."

2. TENANT:

The Tenant(s) is/are:
Susan Wildes & Ed Buzzell
and will be referred to in this Lease Agreement as "Tenant."

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property described as a(n) apartment located at 1314 Forest Ave, Portland, ME, 04103, which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on October 2, 2015 and continue on a month to month basis until such time that proper notice is given.

5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: Susan Wildes & Ed Buzzell
- B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- C. The Tenant will use the Leased Premises only as a residence.

6. RENT:

- A. The amount of the Rent is \$860.00 to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
- D. Rental payments are made payable to: Samantha Higgins
- E. Rental payments paid by Certified Check, Personal Check, and/or Money Order shall be delivered to the Landlord at: Samantha Higgins, PO Box 5143, Portland, ME 04101

FUNDS COLLECTED ON OR BEFORE LEASE SIGNING:

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

First Month's Rent \$860.00

TOTAL DUE \$860.00

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

due 11/1/15 (\$500 (subsidized) + \$360)

LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before 15 days after the rent due date, Tenant must pay a late fee of \$25.00 in addition to the rent.
- B. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

14. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was in the beginning of the Lease Agreement.

15. PETS:

The following pets are allowed: Cats and dogs are permitted on a case by case basis. All animals currently living in the unit are approved.

16. PARKING:

Parking is provided. Off street parking is available.

17. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. Absolutely no smoking is permitted in the Leased Premises.
- C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- E. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- F. The Tenant shall abide by all Federal, State, and Local laws.
- G. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- H. The Tenant agrees not to use the Leased Premises for any unlawful purpose including, but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- I. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- J. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- K. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- L. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- M. Under no circumstances may a stove, oven or range be used as a source for heat.
- N. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- O. The Tenant shall use ventilating fans at all times when bathing and cooking.
- P. All windows and doors must remain closed during inclement weather.
- Q. The Tenant shall notify Landlord of any pest control problems.
- R. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- S. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- T. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
- U. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.

18. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

- A. Pet Addendum
- B. Zero Tolerance for Criminal Activity
- C. Lead-Based Paint Disclosure & Certification
- D. Move-In/Move-Out Walk-Through Checklist
- E. Section 8 Tenancy Addendum (ITUD)
- F. Lead Paint Pamphlet (EPA) for Units Built Before 1978

19. INSURANCE:

Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits. Accordingly, the Tenant is required to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. This policy must become effective on or before the beginning date of this Lease Agreement.

Initials of all Tenants S.W. F.C.

27. ASSIGNMENT OR SUBLEASE:

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

28. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

29. MISREPRESENTATION:

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

30. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

31. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

32. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maine.

33. PARAGRAPH HEADINGS:

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

34. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Maine as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature:

Susan Wilder

Date: 10/4/15

Landlord/Agent Signature:

Samantha Higgins

Date: 10/3/15