

# RESIDENTIAL LEASE AGREEMENT

This agreement, dated October 26, 2015, is between Diona Roberg & Samantha Higgins and Mike & Crystal Harriman.

## 1. LANDLORD:

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

## 2. TENANT:

The Tenant(s) is/are:  
Mike & Crystal Harriman  
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 Forest Ave, Portland, ME, 04103, which will be referred to in this Lease as the "Leased Premises." <sup>1312</sup> Apt. 1

## 4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on October 27, 2015 and continue on a month to month basis until such time that proper notice is given.

## 5. USE & OCCUPANCY OF PROPERTY:

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

## 6. RENT:

- The amount of the Rent is \$1,100.00 to be paid monthly.
- The rent is due in advance on or before the 27th day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- 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.
- Rental payments are made payable to: Samantha Higgins
- 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

## 7. 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	\$1,100.00
Security Deposit	\$750.00 (R) - may be paid in 2 payments w/ next 2 mo. rent
<b>TOTAL DUE</b>	<b>\$1,850.00</b>

*✓ pd. in full 11/12/15*

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.

## 8. LATE FEE:

- 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.

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Tenant must abide by all local recycling regulations.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.

**15. 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 at the beginning of the Lease Agreement.

**16. 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.

**17. PARKING:**

Parking is provided. TWO off street parking spots are included.

**18. 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 circumstance 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.

**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:

Kristal Koutouzes, mskm

Date:

11/13/15

Landlord/Agent Signature:

Samantha Hige

Date:

10/22/15