

RAIA GENERAL PARTNERSHIP, LLC
54 - 70 Warren Avenue
Portland, ME 04104
(207) 773-9826

RENTAL AGREEMENT

This lease agreement made as of the 28th of September of 2016 by and between Raia General Partnership, LLC hereinafter called Lessor and Daniel Rich of 130 Pine Street, Unit #3, Portland, Maine and Emil Dzabiev of 543 Main Street, Apartment #3, Westbrook, ME 04092 hereinafter collectively called Lessee, witnesseth that:

The Lessor leases to the Lessee and the Lessee rents from the premises known as 58 A Warren Avenue, in the RAIA BUSINESS COMPLEX in Portland, Maine, hereinafter called the "Leased Premises", consisting of 800 +/- square feet and the parking located directly in front of their overhead door, for a term of 12 months from October 1, 2016 to September 30, 2017 under the following terms and conditions:

1. **SECURITY DEPOSIT:** Lessee shall deposit \$ 500.00 with Lessor at the signing of this lease, which deposit may, at Lessor's sole option, be used to cure any default hereunder by Lessee, including costs for damage to the leased premises or missing items, and Lessee agrees to immediately reimburse Lessor for any sum so applied from the Deposit. SAID DEPOSIT SHALL NOT BE USED AS THE RENT FOR THE FINAL MONTH OF THE TERM. Lessor agrees to refund to Lessee the deposit less sums expended in accordance with this lease.

2. **RENTAL:** The Lessee promises to pay rent in the amount of \$ 500.00 (Five Hundred) dollars per month payable in advance on the first day of each month, without notice, demand or set-off, commencing on October 1, 2016 through September 30, 2017; and any other payment at RAIA GENERAL PARTNERSHIP, LLC 54 Warren Avenue, Portland, Maine 04103. NO PARTIAL PAYMENTS WILL BE ACCEPTED.

Rent payments not received by the 10th day of the month will be assessed a penalty. Lessee agrees to pay \$20.00 per day for each day the rent is overdue. This penalty will be due and payable with the current monthly rent. If penalty is not paid said penalty will be deducted from the security deposit. LESSOR WILL ENFORCE THIS.

3. **DEFAULT:** If the Lessee shall fail to pay rent within fifteen (15) days of the date when the same is due, or upon breach of any of the terms and conditions of this Lease, the same shall be a default. If the estate hereby created shall be taken on execution or by process of law, if either of the Lessee or the Lessee's heirs, successors or assigns shall be declared insolvent or bankrupt or shall make any assignment for the benefit or creditors, the same shall be a default.

Upon default, the Lessor may, if the Lessor so elects, at any time thereafter terminate this lease and the term thereof, and, in addition, repossess the premises, upon giving to the

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Lessee ten (10) days' notice in writing of the Lessor's intention to do so, and unless Lessee has cured the default, this lease and the term hereof shall expire and shall come to an end on the date fixed in such notice. In case of any such termination, Lessee shall indemnify Lessor against all loss of rent and other payments provided herein to be paid by Lessee to Lessor between the time of such termination and the expiration of the term of this lease. Lessee shall be liable for any expenses incurred by Lessor in connection with obtaining possession of the Demised Premises including without limitation, reasonable attorneys' fees and any moneys collected from any reletting shall be applied first to the foregoing expenses and then to payment of rent and all other payments due from Lessee to Lessor.

If it is necessary for the Lessor to institute legal proceedings against the Lessee for breach of any of the covenants or conditions of this lease, or for possession of the Demised Premises, then, in such event, Lessee agrees to reimburse Lessor for the cost of any such proceeding including reasonable attorneys' fees.

4. **OPTION TO TERMINATE;** Provided Lessee is not in default hereunder, Lessee may terminate this lease upon the last day of any month by given written notice to Lessor at least thirty (30) days prior to such termination and by paying with such notice a sum equal to twelve (12) months rent as liquidated damages for loss of rent which shall have accrued prior to such termination including all rights relating to the condition of the leased premises shall survive such termination.

5. **UTILITIES AND MAINTENANCE:** Lessee is fully responsible for expense for separately metered natural gas heat, shared electrical expense with the adjacent unit, 58A Warren Avenue and general interior building repairs, including servicing the burner units, toilet facilities, window glass replacement and painting. Lessee is responsible for the janitorial services for their individual space and the shared bathroom space, with the adjacent tenant at 58A Warren Avenue. Lessor shall provide one hundred (100) amp electrical main panel for general use. Lessee shall have the right to make, upon written consent of Lessor, not to be unreasonably withheld, such non-structural alteration, renovations and improvements to the Leased Premises as are necessary or desirable for Lessee's use of the Leased Premises as authorized herein, provided however, that improvements in a good, workmanlike and reasonable manner, and in accordance with all applicable laws and provided further that Lessee shall indemnify and hold Lessor harmless from and against all claims, demands, costs and mechanic's liens which may arise as a direct or indirect result of or in connection with such alteration, renovations and improvements, and Lessee shall assume all cost, liability and responsibility for such alterations, renovations and improvements which may be made or installed by either Lessor or Lessee upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings shall, at Lessor's option, remain upon the Leased Premises, and at the expiration or termination of this Lease shall be surrendered with the Leased Premises, and at the expiration or termination of this Lease shall be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury. Lessee is responsible for the plowing of snow of their parking area and driveway in front of their space.

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6. **TAXES:** The Lessor shall pay all municipal taxes and assessments except personal property taxes applicable to personal property of the Lessee, which tax the Lessee agrees to pay. Lessee shall pay these taxes and assessments within thirty (30) days of receiving notice.

7. Lessee is responsible for rubbish and debris removal and there will be none stored or left outside of the rented space. **NO DUMPSTER WILL BE ALLOWED, THERE IS NO ROOM OUTSIDE.**

8. Commuter vehicles can be parked in front of the leased space or on the side of the building.

9. Lessor is responsible for structural repairs and roof maintenance, provided they are not caused by Lessee's operation.

10. **INDEMNIFICATION;** The Lessee agrees that it will indemnify and hold harmless the Lessor from any loss, damage, claim, demand, suits, judgments or liabilities which the Lessor may incur and any costs or expenses to which the Lessor may be put, arising from any injury or death to persons or property, or any claim on account thereof resulting from the use of the leased premises or common areas by Lessee, its agents, guests and invitees, the Lessee further agrees to carry a suitable tenant's insurance policy including liability coverage for the leased premises.

11. **INSURANCE:** Lessee must maintain with respect to the leased premises public liability insurance with minimum coverage of one million dollars (\$1,000,000.00) per occurrence with respect to injury or death per occurrence to any one person and one million dollars (\$1,000,000.00) per occurrence with respect to injury or death to more than one person and property damage liability insurance of one million dollars (\$1,000,000.00) with respect to property damage. Such insurance policies must name Lessor as additional insured and said certificate shall state that the policy shall not be canceled without at least fifteen (15) days prior notice to Lessor.

12. **LESSEE'S PROPERTY:** Lessee agrees to insure, to its full value against fire and extended coverage risks, all personal property kept on the leased premises, with all rights or subordination against Lessor, its agents and employees, waived; that said property shall, in any event be kept at Lessee's risk, and Lessor, its agents and employees, shall not in any way be responsible therefore. Any personal property not removed by the Lessee within seven (7) days following the termination of the lease or any renewal thereof shall be deemed abandoned and shall, at Lessor's option, become the property of the Lessor.

13. **SUBLETTING AND ASSIGNMENT:** Lessee shall have no right to assign, mortgage or in any other way encumber this lease or the leased interest created hereby or sublet the leased premises without the prior written consent of the Lessor, provided, however, that Lessor shall not unreasonably withhold its consent to a subletting. In the event that such consent is given, and before such consent shall become effective, any assignee or subleases of Lessee shall in writing expressly assume and agree to perform and

be bound by the provisions hereof. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments or subleases shall likewise be made only on the prior written consent of the Lessor. Provided however, that notwithstanding such consent at any time given, the Lessee shall remain as fully liable hereunder as if no such assignment or subletting had taken place. Lessor shall not be held liable for damages for making any reasonable discretionary decision pursuant to the provision of this Article.

It is understood that Lessee may sublet or assign this lease to those wishing to use the premises for any use lawfully permitted under the then existing applicable zoning ordinances of the City of Portland, Maine only with Landlords written approval.

14. **DESTRUCTION OF PREMISES:** If all or a substantial part of the leased premises is destroyed or damaged by fire or other unavoidable casualty (a substantial part of said leased premises for the purposes of this Article shall be deemed to be fifty percent (50%) or more of its insurable value), then Lessor shall within thirty (30) days after such casualty elect in writing to Lessee to either terminate this lease or restore damaged areas.

If Lessor elects to terminate this lease as aforesaid, the termination shall be effective sixty (60) days after the date of such election; if Lessor elects to restore damaged areas, or if less than fifty percent (50%) of the insurable value of the premises is damaged or destroyed, Lessor shall commence the restoration of the leased premises within ninety (90) days after such casualty and use its best efforts to coordinate the activities of contractors and material suppliers to accomplish the restoration within a period of time commensurate with the degree of damage sustained. In no event, however, shall Lessor be obligated to use any of its funds for such restoration other than from applicable fire insurance be obligated to repair or replace Lessee's property, furnishings and equipment and shall not be obligated to bear the cost of repairing any damage caused by any act, omission or negligence of Lessee or of Lessee's employees, contractors, invitees, or licensees, and Lessor may make such repairs at the expense of Lessee, and the cost hereof shall be collectable as additional rent due hereunder.

If any such restoration is delayed for causes beyond the control of Lessor, such as acts of God, war, civil insurrection or public disorder, strikes, unavailability of construction materials, shortages within the labor market, or acts of government authorities, then in such event, the completion of such restoration shall be postponed for the period of time equal to the period of delay caused by such events.

If this lease is not terminated, a just proportion of the rent, according to the nature and extent of the damage, shall be abated until the premises shall have been put into proper condition for use and occupation by Lessee. Said abatement in the rent if the damage or casualty is caused by the negligence of the Lessee shall be allowed.