

APARTMENT LEASE  
(FIXED TERM)

*Bill Gabriel*  
Gabriel Associates, c/o Bill Gabriel, *PO Box 375*, Portland, Maine, 04105 hereinafter called Lessor, hereby leases to *Annette Corliss and Anthony Pesce* hereinafter called Lessee, who hereby hires the following premises located at *197* Warren Avenue, Portland, Maine consisting of 3 bedrooms on the following terms and conditions:

- 1. Term.** The term of this Lease shall be *24 Months*, beginning *13 March 2000* and terminating on *13 March 2002*, provided, however, that, at Lessor's option, this Lease may be terminated on 90 days written notice to Lessee in the event that Lessor sells, transfers or otherwise conveys the real estate on which the leased premises is located.
- 2. Rent.** Lessee shall pay to Lessor without offset, setoff, counterclaim or demand, the annual rent in the amount of \$ *900*, which shall be payable in equal monthly installments of \$ *900* on the 1st day of every month, in advance. Lessee also agrees to pay to Lessor as additional rent any and all sums which may become due by reason of failure of Lessee to comply with any of the covenants of this Lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure of Lessee to comply with the covenants of this Lease. *Add \$5*
- 3. Heat and Other Utilities.** The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the demised premises and presently separately metered. The Lessor agrees that he will furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the demised premises as stated above) during the regular heating season, all in accordance with applicable laws; however, the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not form a basis of any claim for damages against the Lessor.
- 4. Care of Premises.** The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions, improvements, or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this Lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aereals, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.

EXHIBIT

*A*

tabbles

EXCERPT

2 vehicles must be  
reinstated inspected &  
drivable.

of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor.

17. Other Regulations. The Lessee agrees to conform to such lawful rules and regulations that are reasonably related to the purpose and provisions of this Lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which it is a part, and for the benefit, safety, comfort and convenience of all the occupants of said building.

18. Parking. Except as otherwise provided herein, parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor. *For 2 spots one in front of stairs & 1 parallel to stairs. RW 2019/11/11*

19. Pets. ~~No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent; any consent so given may be revoked at any time.~~ *OK for 2 Black Labs only no other pets. See det addendum i rule 5.*

20. Plumbing. The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; any damage to the building caused by the misuse of such equipment shall be borne by the Lessee.

21. Repairs. The Lessee agrees with the Lessor that, during this Lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term of this Lease or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibilities that either may have under applicable law to perform repairs upon the leased premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand.

22. Right of Entry. The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, mortgagees or insurance agents. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law.

23. Non-Performance or Breach by Lessee. If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if


applicable portion thereof or send written notice to Lessee itemizing the reasons for retention of the security deposit or any portion of it.

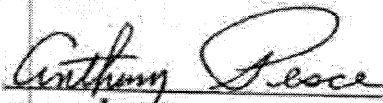
33. Holdover. Lessee shall deliver possession of the premises to Lessor as provided herein; provided, however, if Lessee holds over, Lessee shall be a tenant at sufferance and the acceptance of rent by Lessor shall not constitute a renewal of the term of this Lease.

34. Late Charge. Time being of the essence, and without waiving the right to insist upon timely payment, Lessor may assess a late charge or penalty on Lessee for the late payment of rent in the amount of four percent (4%) of one month's rent; the term "late payment of rent" shall mean any rental payment not made within fifteen (15) days from the time the rental payment is due.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

  
Lessee

  
Lessor

  
Lessee