

**WASHINGTON CROSSING CONDOMINIUM ASSOCIATION  
RESIDENTIAL LEASE**

**AGREEMENT OF LEASE** made this 10<sup>th</sup> of June, 2015 by and between **Julia D'Sousa** (hereinafter called "Landlord"), and **Nader Burpee and Ayah Ibrahim** (hereinafter called "Tenant"(s)). In the case of co-tenants in this lease all of the obligations of each and every tenant shall be joint and several, and each of the co-tenants expressly agrees to perform the obligations and make the payments required under this lease without regard to any non-performance by a co-tenant. Any default of breach of the terms of this lease by any co-tenant shall constitute a default or breach by all co-tenants.

1. **AGREEMENT TO LEASE**

Landlord hereby leases to Tenants and Tenant hereby rents from Landlord upon the terms and provisions of this Lease, **47 Delaware Court**, Portland, ME 04103 (hereinafter called the " Unit").

2. **TERM**

The term of the Lease shall be for a period of 12 calendar months, commencing on **July 1, 2015**. Month to month there after.

3. **RENT**

The total rent reserved for the term of this Lease is **Twenty One Thousand Nine Hundred dollars (\$21,900.00)** which Tenant agrees to pay in total on or prior to lease commencement **Twenty One Thousand Nine Hundred dollars (\$21,900.00)** prior to occupancy. If move in occurs after the 8th day of the month, rent shall be prorated. Payments shall be made payable to and mailed to, or delivered to the office located at **318 Winthrop Drive, Ithaca NY 14850** or such other place as Landlord may designate, except that Tenant shall pay the first monthly installment on the execution hereof. Rent is payable by check or money order. No cash payments will be accepted. If tenant fails to pay rent within seven (7) days of the due date without making special arrangements in writing with Landlord, at Landlord's option, this lease shall be deemed to be breached, the term hereof forfeited, and tenant, without further demand or notice, shall be subject to a forcible entry and detainer (eviction), as well as suit for damages.

4. **PARKING**

This agreement includes no more than 2 parking spaces (garage and driveway). All visitors will need to park on appropriate side of the street in visitors parking. Disabled vehicles and unregistered vehicles may be removed by Landlord at Tenant's expense at any time. All residents will cooperate with Landlord to permit snow removal. No commercial trucks, boats, trailers or motorcycles may be parked on the premises without prior written permission from Association's Executive Board via the Landlord. Association reserves the right to change the parking policy from time to time. In such case, proper notice will be given to Tenant.

5. **LATE PAYMENT**

Time is of the essence in the Lease. Notwithstanding the foregoing provision in section 3 and without waiving any rights thereunder, if Landlord elects to accept rent paid after the 15 th day of the month, a late charge of four percent (4%) of the amount outstanding shall be charged and due as additional rent. If Tenant remits a check which does not clear, Landlord reserves the right to charge and hold due as additional rent a non sufficient funds fee of twenty-five dollars \$25.00. The receipt by Landlord of less than the full amount due under this lease agreement shall not be deemed a waiver of the right to require immediate full payment of the charges herein.

6. **OCCUPANCY AND USE**

a) Tenant agrees that the Unit shall be used as a residential dwelling unit and for no other purpose. The Unit shall be used only by Tenant(s) and other family members, if any, who are under the age of 18, listed on application, and only the persons specifically listed below:

**Nader Burpee and Ayah Ibrahim**

(b) No animals or pets shall be kept in the Unit.

(c) Tenant will observe and comply with reasonable rules and regulations from time to time promulgated by the Association and the Landlord and with all federal, state and local laws, regulations and ordinances affecting Tenant's use of the Unit.

(d) Tenant shall do or keep nothing, nor allow anything to be done or kept, in the Unit which would cause any of Landlord's insurance to be adversely affected. If Tenant's use or occupancy of the Unit increases the premium on any insurance policy, Tenant shall pay for the increase.

7. **ASSIGNMENT, SUBLETTING, ETC.**

Tenant shall not assign, mortgage or encumber this Lease or tenant's rights hereunder; nor sublet the Unit or any part thereof; nor permit Unit to be used by others without the prior written consent of the Landlord in each instance. Landlord shall have the right to assign its interest in this Lease to a purchaser of the Unit. Upon such assignment this Lease shall remain in full force and effect.

8. **ALTERATIONS**

Tenant shall not make alterations, decorations or improvements in or to the Unit or install, attach, remove or exchange appliances or equipment without Landlord's prior written consent. All materials installed in or affixed to the Unit by either party shall become the sole property of Landlord, unless otherwise agreed in writing and shall remain in and be surrendered with the Unit at the end of the term hereof.

9. **DAMAGE**

Tenant shall not commit or permit any strip or waste of the Building and of the Unit or any part thereof. Any damage to or destruction of the Unit, or to any personal property belonging to Landlord located in or about the Unit, arising from the negligence or willful act or omission of Tenant, persons living with Tenant or his or their contractors, agents or invitees shall be the responsibility of Tenant, who shall reimburse Landlord for all resulting expenses and shall indemnify and hold Landlord harmless from the same.

10. **SUBORDINATION**

This Lease is subject and subordinate to mortgages which may now exist or hereafter be executed and delivered covering the Unit or any part thereof. Although the subordination provisions of this Section shall be deemed automatic, Tenant shall within five (5) days after demand execute any and all instruments requested by Landlord to evidence such subordination. Should Tenant fail to do so, Tenant hereby irrevocably appoints Landlord as Tenant's attorneys-in-fact to execute those instruments for and on behalf of Tenant.

11. **UTILITIES**

Tenant shall pay for the following utilities: Oil for heat, Electricity, Cable and Internet if desired.

12. **LOSS AND DAMAGE TO PERSONAL PROPERTY OF TENANT**

Tenant agrees that it shall be Tenant's obligation to insure his personal property. Landlord shall not be liable for any loss of, damage to or destruction of property located in or about the Unit occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water or theft by any person, whether or not an employee of Landlord. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming through or under Tenant by way or subrogation or otherwise, arising from the destruction of loss of or damage to any personal property located in or about the Unit belonging to Tenant or others, unless caused by the negligence of the Landlord or Landlord's agent in respect thereof, to the extent that such destruction, loss or damage is covered by insurance carried by tenant, in order that no insurance carrier shall have a claim by way of subrogation against Landlord for such damage, destruction or loss.

13. **DAMAGE TO OR DESTRUCTION OF DEMISED PREMISES**

If during the term of this Lease, the Unit or the Building is so destroyed or damaged by fire or other unavoidable casualty not the fault of Tenant as to render the Unit as a whole unfit for occupation, then the rent shall be suspended until the Unit shall have been repaired; or this Lease shall, at the election of either Landlord or Tenant, upon written notice thereof to be given to the other within thirty (30) days after such damage or destruction, thereby be terminated, without prejudice to any rights of Landlord for breach of contract, arrears of rent or otherwise. If, however, such damage or destruction does not render the Unit unfit for occupation, Landlord shall promptly undertake to repair the same, in which event this Lease shall remain in full force and effect without any suspension of rent.

14. **REPAIRS AND MAINTENANCE**

During the term of this Lease, Tenant shall keep and maintain the interior non structural portions of the Unit and any appliances contained therein including, without limitation, floors, carpeting, walls, paint, wallpaper, ceilings, paneling, windows, storm doors, storm windows, screens, plumbing system, electrical system, stoves, washing machine, dryer and refrigerator, if any, neat and clean and in as good repair, order and condition as the same may now be or may hereafter be placed by the Landlord. This Section is not intended to refer to reasonable wear and tear and damage by unavoidable casualty. If Tenant fails, within a reasonable time, to make repairs as provided herein or make such repairs improperly, Landlord reserves the right to make or correct such repairs without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for damage resulting therefrom, and Tenant shall reimburse Landlord in full and on demand for the cost of effecting compliance with Tenant's obligations under this Lease.

15. **ACCESS TO PREMISES**

Landlord or Landlord's agent shall have the right to enter the Unit during reasonable hours, after giving notice, to inspect the same, to show the same to prospective or actual purchasers, mortgages, tenants, workmen or contractors, to make such decorations, repairs, alterations, improvements or additions as landlord may deem necessary or desirable, or to supply necessary or agreed services.

16. **DEFAULT**

(a) The following shall be deemed to be events of default by tenant under this Lease:

- (i) Tenant shall fail to pay when due any installment of rent, or any other payment or reimbursement to Landlord, due hereunder and such failure shall continue for a period of fifteen (15) days; or
- (ii) Tenant shall fail to comply with any other term, provision or covenant of this Lease and shall not cure such failure within fifteen (15) days after written notice to Tenants; or
- (iii) Tenant shall abandon or vacate the Unit; or
- (iv) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for thirty (30) days after written notice thereof to Tenant.

(b) Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform such obligation.

17. **LANDLORD'S REMEDIES**

(a) Upon the occurrence of any of the events of default in Section 16 (a) of this Lease, Landlord shall have the option to pursue any one of the following remedies:

- (i) Landlord may, at its sole election, give Tenant notice that the term of this Lease shall terminate upon the date described in such notice.
- (ii) Upon any termination of this Lease, Tenant shall surrender possession and vacate the Unit immediately and deliver possession thereof to the Landlord; and Tenant upon any such termination grants the Landlord full and free right to enter into the Unit as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within being deemed in any manner guilty of trespass and without incurring any liability for damage resulting therefrom, Tenant hereby waiving any right given to Landlord hereunder or by operation of law;
- (iii) Upon any termination of this Lease, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (a) an amount equal to the then present value of the rent, including any amounts treated as additional rents hereunder, and other sums provided herein to be paid by Tenant for the residue of the term hereof, less the fair rental value of the Unit for such residue, as provided by law, (taking into account the time and reasonable expense necessary to obtain replacement tenant or tenants), and (b) the cost of performing any other covenants which would have otherwise been performed by Tenant.

(b) In addition, Landlord shall have all remedies available under Maine law including the remedy of forcible entry and detainer.

- (c) Tenant further covenants and agrees that if Landlord shall remove Tenant's property, pursuant to the terms hereof or of any Court order, Landlord shall not be liable or responsible for any loss or damage to Tenant's property unless a court or competent jurisdiction shall determine that the Landlord has acted negligently and the Landlord's act of so removing such property shall be deemed to be the act of and for the account of Tenants, provided however, that if the Landlord removes the Tenant's property, Landlord shall comply with all applicable laws and shall exercise due care in the handling of such property.
- (d) In the event it shall become necessary for Landlord or Tenant to bring suit in order to collect moneys due under this Lease or to enforce any other provision of this Lease on the part of the other to be performed, the prevailing party shall be entitled to collect reasonable legal fees, costs and disbursements from the other party in connection with the aforesaid enforcement proceedings.

18. **INDEMNITY**

Except to the extent caused by the negligence or willful misconduct of Landlord, its agents, servants, and employees, Tenant will defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including, but not limited to, attorneys' fees and disbursements) in connection with the occupancy or use by Tenant of the Unit or any part of the Landlord's property or occasioned wholly or in part by act or omission of Tenant, any persons living with Tenant, or his or their contractors, agents or invitees. The provisions of this Section shall survive the termination or expiration of the term of this Lease. Unless, such damage is caused by the negligent acts or omissions or the willful misconduct of Landlord, or its agents, and then only to the extent of Landlord or its agents' negligence, neither Landlord, nor its agents, shall be liable for, and Tenant hereby releases them from all claims for losses sustained by Tenant, or any person claiming through Tenant resulting from any occurrence or condition in or upon the building.

19. **EMINENT DOMAIN**

If all or any part of the Unit shall be taken by any competent authority for any public or quasi-public purpose or use, or a settlement or a compromise in lieu thereof be made, this Lease shall cease and terminate from the date when possession of the Unit which is taken shall be required. Resident shall have no right to any damages awarded or settlement made.

20. **COVENANT OF QUIET ENJOYMENT**

Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing all of the provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Apartment during the term without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the building and the real estate upon which said Building is situated for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to finish the same when prevented from so doing by any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant, any persons living with the Tenant, or his or their contractors, agents, invitees, or any person claiming by, through or under Tenant.

21. **END OF TERM**

Tenant will, upon termination of this Lease, surrender the Unit and all fixtures and equipment of Landlord therein in good, clean, and operating condition and in the same condition as when received, ordinary wear and tear excepted. At the time of vacating, Tenant shall clean the Unit, including without limitation, cleaning the stove and refrigerator, and shall remove all trash from the Unit. Carpet shampooing will be professionally done by the Landlord at the Tenant's expense, which is 25 cents (\$.25) per square foot of carpet. If the cleaning and removal of trash is not done by Tenant, Landlord may have that done at Tenant's expense. Upon vacating the Unit, Tenant shall deliver all keys thereto to Landlord immediately after vacating; should Tenant fail to comply, Landlord may charge Tenant for changing locks.

22. **HOLDOVER**

If Landlord elects to renew the Lease, the Landlord must provide the Tenant with forty-five (45) days written notice from the end of Lease term of intention to renew or not renew this Lease. If such notice is not given, Landlord may elect to terminate this Lease agreement at the end of the term, and the premises shall be vacated on termination date of this Lease, or its anniversary date if the Lease was renewed prior thereto. If tenant requests to stay an additional month after lease term has ended Landlord will make the decision at the time of the request. If Landlord agrees to let Tenant stay for additional month there will be an additional charge of \$50.00 per month will be added onto Tenants current rental amount

23. **EARLY TERMINATION**

Provided Tenant is not in default hereunder, Tenant may terminate this Lease by giving Landlord at least forty-five (45) days prior written notice of such termination **AND** by paying with such notice a termination fee, equal to one month's rent. All rights of Landlord that have accrued prior to such termination including all rights relating to the condition of the leased premises shall survive such termination.

24. **SECURITY DEPOSIT**

Tenant has deposited with Landlord an amount equal to one (1) month's rent hereunder as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease, including without limitation Tenant's duty not to damage the Apartment or any of Landlord's personal property located therein. Landlord shall have the right to apply any part of the whole of said security deposit to the curing of any default that may exist during the term of this Lease without prejudice to any other remedy which Landlord may have on account thereof. If Landlord uses any of such security deposit to fulfill obligations of Tenant hereunder, Tenant will deposit sufficient moneys so that said security deposit will be at all times equal in amount to on month's rent. No interest on the security deposit shall accrue in favor of Tenant. Landlord shall furnish any written statement as to the retention of a security deposit within thirty (30) days from the expiration of this Lease or the surrender and acceptance of the premises or the date upon which the Tenant actually vacates the premises.. Security deposit cannot be applied by Tenant to any past rental payments or be used as the last month's rent.

25. **ASSIGNMENT OF RENTS**

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on the apartment, Tenant agrees: (a) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any obligation of Landlord hereunder, unless such holder shall by written notice sent to Tenant, specifically otherwise elect; and (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Unit.

26. **LIENS**

Tenant agrees to discharge promptly any lien against the Apartment and/or Tenant's interest therein, which lien may arise out of any payment due for or purposed to be due for, any labor, services, materials or equipment alleged to have been furnished to or for Tenant in or about the Apartment.

27. **REAL ESTATE BROKER**

Tenant agrees to discharge promptly any lien against the Unit and/or Tenant's interest therein, which lien may arise out of any payment due for, or purposed to be due for, any labor, services, materials or equipment alleged to have been furnished to or for Tenant in or about the Unit.

28. **PETS**

No animals, birds, reptiles or pets of any kind or nature whatsoever shall be permitted in the premise. The granting of consent to others shall in no way be deemed the granting of consent to Tenant, nor obligate Landlord to grant consent to Tenant. Any consent so given may be revoked at any time.

29. **RULES AND REGULATIONS**

From time to time it may be necessary for Landlord to change the rules and regulations. Landlord will only do this to preserve the obligation of this agreement. In that event, Tenant agrees to comply with these rules. Landlord must insist that water beds cannot be used in the premises without prior written consent. Consent will only be granted if Tenant provides proof of insurance coverage for possible resulting damages due to the use of water beds. Changes in rules and regulations shall be effective immediately upon delivery of a copy of the same either to Tenant personally or left at premises.

30. **NOTICES**

(a) Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or Tenant, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, as follows:

to Julia D'Sousa: 318 Winthrop Drive, Ithaca NY 14850

to Tenant: 47 Delaware Court, Portland Maine, or to such other address as may from time to time hereafter be designated by one party to the other by like notice.

(b) After receiving written notice from any person, firm or other entity stating that it holds a mortgage on the Building, Tenant shall, so long as the mortgage is outstanding, be required to give such holder the same notice as required to be given to the Landlord under the terms of this Lease and it is further agreed that such holder shall have the same opportunity to cure any default and the same time within which to effect such cure as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Building.

31. **ENFORCEABILITY OF LEASE**

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant. All rights, obligations and liabilities herein give to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenant.

32. **MISCELLANEOUS PROVISIONS**

a) Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant. No payment by tenant, or acceptance by the Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall not be construed as an accord and satisfaction, and shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant..

(b) No act by Landlord shall be deemed a termination of this Lease or an acceptance of the surrender of the Unit, and no agreement to terminate this Lease or accept a surrender of said Unit shall be valid unless in writing and signed by Landlord.

(c) Invalidity of Particular Provisions. If any term or provision of this Lease, or this application thereof to any application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

(d) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

(e) Recording. Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other to execute a Memorandum of Lease in recordable form and satisfactory to Landlord's attorney.

(f) Section Heading. The Section headings throughout this instrument are for reference only.

(g) "Tenant" Defined - Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord and Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, or a group or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in case fully expressed.

33. **RULES AND REGULATIONS**

Tenant further agrees to conform to the following provisions during the entire term of this Lease:

(A) Tenant may use the sidewalks adjacent to the Apartment or the hallways in common with others only for ingress and egress to and from the Apartment and shall not in any event place receptacles, bicycles, or any other articles or obstructions in or upon any common areas.

(B) No dirt, waste, trash, or other substance or article may be swept, thrown, or disposed of from the Unit or from any portion of the Building except in accordance with rules established by Landlord from time to time.

(C) Tenant shall not perform any act or carry on any practice or permit any act or practice which may damage the apartment or any portion of the Building.

(D) Tenant will not use the Unit or allow it to be used for any disorderly or unlawful purposes or in any manner offensive to others ( including, without limitation, causing offensive odors, including cigar or cigarette interference with the rights, comfort, safety, or enjoyment of any other tenant in the Building.

(E) No article may be hung or shaken from the windows, doors, porches, and balconies of the Unit or of any portion of the Building.

(F) Tenant shall not smoke in the common areas.

LANDLORD:

*Julia D'Sousa*

Dated 6/10/2015

By Owner: Julia D'Sousa

*Nader Burpee*

Dated 6/10/2015

By Tenant: **Nader Burpee**

*Ayah Ibrahim*

Dated 6/10/2015

By Tenant: **Ayah Ibrahim**