



Schneider Property Management, LLC
522 Washington Ave, Portland, ME 04103
Office: 207-221-7533 | Fax: 207-772-4244
www.MyMaineRental.com

LEASE AGREEMENT

THIS LEASE, made and executed this 15 day of January, 2015, by and between Rebekah and Nathan Sirois of, Portland, Maine, hereinafter collectively called "Lessor", and Chelsea Leadbetter and Nicholas Smith, of 150 Middle Street, Apartment 4D, Portland, Maine, hereinafter collectively called "Lessee".

WITNESSETH

1. DESCRIPTION OF PREMISES: The Lessor Leases to the Lessee and the Lessee Leases from the Lessor the premises known as 38 Cypress Street, Portland, Maine and designated as Apartment N/A (hereinafter "the Leased premises").

2. TERM: The Lease term commences January 15th, 2015 and ends at 12:00 p.m. January 31st, 2016 unless earlier terminated as provided herein. Nothing prevents the Lessor from terminating this Lease Agreement for breaches of this Lease Agreement by Lessee.

OPTION: Subject to approval by Lessor, the Lessee must give Lessor forty five (45) days' written notice of Lessee's intent to renew the Lease. If Lessor approves of said renewal of the Lease, a new Lease will be negotiated by the Lessor and Lessee. Lessor has the absolute discretion to renew the Lease. If Lessee determines not to exercise Lessee's right to give notice of intention to renew the Lease, Lessee must give Lessor forty five (45) days' written notice of Lessee's intent to vacate the premises. If no notice is given of intent to renew the Lease according to this paragraph, this Lease shall terminate in accordance with paragraph 2 above.

3. RENT: The lessee promises to pay to the Lessor as rent the sum of Sixteen Thousand Three Hundred and Twelve Dollars 90/100 Dollars (\$16,312.90) for the entire term of the Lease which rent shall be paid in the amount of One Thousand Three Hundred Dollars (\$1,300.00) per month on the first day of each and every month, with the exception that the first monthly rental payment hereunder shall be paid by the Lessee at the time this Lease is executed. In the event of Lessee's default in the payment of the monthly rent, then the unpaid rent reserved for the remaining Lease term shall, at once, become due and payable. All payments of rent or any amounts owed Lessor by Lessee shall be without notice, demand or set-off except as otherwise provided by Maine law.

Should the Lessor, in its sole discretion accept any late payment of rent, the Lessor may assess a LATE CHARGE of four percent (4%) of one month's rent. The late charge may not be assessed if the rental payment is made within fifteen (15) days from the day the rental payment is due. The 15-day period before the late charge may be assessed shall not in any way affect Lessee's obligations to pay the Lessor rent when due, nor shall it affect the Lessor's ability to pursue an eviction for nonpayment of rent. In addition, Lessee's shall be liable in the sum of \$45.00 for each check that is returned to Lessor because the check has been dishonored.

All payments shall be by check or money order made payable to Lessor. All such payments shall be made either by United States mail, postage prepaid, or hand delivered to Lessor. Payments for any amounts due under this Lease shall not be deemed made until actually received by Lessor. Lessor shall not be held responsible for the misapplication of any rental not paid in this manner even though paid to Lessor or an agent of Lessor.

In the event this Lease is executed, and the rental term commences, on any date prior to the first day of a month, one (1) month's rent shall be paid at the time of the execution of this Lease. For the remainder of the next month the Lessee shall pay in an amount equal to one-thirtieth (1/30th) of the monthly installment of rent during the Lease term multiplied by the number of days to the first day of the next month thereafter.

A. PARTIAL PAYMENTS:

Lessee shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments

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accepted by the Lessor shall be applied to the rent arrearage due which first became due and no partial payment shall be applied to the current month's rent until all outstanding rent arrearage has been paid in full despite any endorsement, stipulation, or other statement on any check. Under no circumstances shall the Lessor's acceptance of a partial payment constitute accord and satisfaction. The Lessor's acceptance of a partial payment will not forfeit the Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

Any modification to this Lease must be made in writing signed by the Lessor, in which the Lessor states and agrees to the modification. The Lessor may accept any partial payment check with any conditional endorsement without prejudice to its right to recover the balance remaining due, or to pursue any other remedy available under this Lease and Maine law.

**B. PAYMENTS PENDING LITIGATION**

During the pendency of any notice of termination and/or litigation involving Lessee and the Lessor as to which individual or entity is entitled to possession of the premises, including, but not limited to forcible entry and detainer or bankruptcy proceedings, any and all monetary payments in the amount of the rent shall be made by Lessee to the Lessor and shall be for current use and occupation of the premises and shall not act as a renewal of the Lessee's Lease or tenancy despite any endorsement stipulation, or other statement on any check or money order, or other writing from the Lessee or Lessee's legal representative.

4. **SECURITY DEPOSIT**: The sum of **One Thousand Six Hundred And Twenty Five Dollars (\$1,625.00)**, is hereby paid by the Lessee as security and not as a rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this Lease. In the event of a breach or default by the Lessee or any guests of the Lessee with respect to any of the terms, conditions, rules or regulations of this Lease or any other action pursuant to which the Lessor is entitled to retain the security deposit or a portion thereof for any costs, damages, or losses, injuries caused Lessor by such breach, default or other action, Lessor shall withhold said security deposit without in any manner waiving or limiting its rights to further hold Lessee liable for costs, damages, losses or injuries otherwise due. Should the Leased premises be Leased to others, Lessor does NOT waive any rights to costs, damages, including without limitation, injuries caused by Lessee's default, breach, early termination or other action.

Should the Lessor retain the security deposit or any portion thereof, the Lessor shall provide the Lessee with a written statement itemizing the reasons for retaining the security deposit or any portion thereof within thirty (30) days following the later of either the termination of the Lease or the time the Lessee gives up possession of the Leased premises. The Lessor shall include within such written statement the security deposit or any portion thereof which the Lessee may be entitled to receive.

5. **ASSIGNMENT AND OCCUPANCY**: Lessee shall not assign this Lease, or any interest under it, or sublet the premises or any part thereof during the term of this Lease. Lessee covenants and agrees that only the following persons will occupy the premises:

**Chelsea Leadbetter XXX-XX-3178**  
**Nicholas Smith XXX-XX-8156**

In the event Lessee has any person residing in the premises not listed above, Lessor has the right to immediately terminate the Lease, requiring Lessee to vacate the premises and return keys to Lessor. For purposes of defining the term "residing in the premises," a person residing in the premises is one who has stayed overnight in the premises for more than seven (7) nights in any one calendar year.

6. **USE OF THE PREMISES**: Lessee and their guests will occupy and use the premises solely as a private residence, and for no other purposes, including without limitation, to conduct any trade or business. Lessee and invited guests shall keep the premises in a clean and sanitary condition and shall not commit or permit any use of the premises nor commit any act which, directly or indirectly, is forbidden by law, ordinance or governmental regulation. Lessee and guests shall not commit or permit any use of the premises which, directly or indirectly, is dangerous to life, limb or property, which will or may tend to injure the reputation of the premises, which will be offensive, insulting or obnoxious to any Lessee of the building, guests of any such Lessee, Lessor and Lessor's guests, or residents of the neighborhood, or which may invalidate or increase the premium cost of any policy of insurance carried by Lessor in connection with the Leased premises or any other property owned by Lessor. Lessee and their guests shall not operate, or permit to be operated, a radio, stereo equipment, television set or musical instrument in any manner, or permit or allow any such activities which may or tend to disturb other Lessees, guests of such Lessees, Lessor or Lessor's guests or residents of the neighborhood. Neither Lessee nor any guests shall in any manner interfere with the quiet and peaceful enjoyment of the premises by any other Lessee, guest of such Lessee, Lessor or Lessor's guests and shall not in any manner harass, annoy or otherwise bother the aforesaid.

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7. UTILITIES AND MAINTENANCE: The Lessee in addition to paying rent shall pay and be responsible for the following utilities and services: Lessee's failure to pay any such utility charge when due shall constitute a default hereunder.

	Lessor	Lessee	Description
Electricity		X	
Heating Oil	N/A	N/A	
Natural Gas/Propane (Heat)		X	
Natural Gas/Propane (Cooking)	N/A	N/A	
Sewerage		X	
Hot Water		X	
Cold Water		X	
Telephone		X	
Cable Television		X	
Air Conditioning		X	
Trash Removal		X	<b>Curbside on Monday in city bags</b>
Yard Maintenance	X		
Snow Removal	X		

To the extent to which heat and/or hot water is to be provided by Lessor, Lessee shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Lessor regarding this issue. Lessee's non-compliance with this provision or reasonable rules of the Lessor shall be cause for termination of this Lease Agreement upon seven (7) days notice to the Lessee.

Lessee shall continuously maintain at their own expense the Leased premises during the term of this Lease, including any extension thereof, in as good, clean and satisfactory a condition as when the Lessee took possession, reasonable wear and tear excepted. Lessee shall also be responsible for replacement of any light bulbs within the premises as necessary. At the expiration of the Lease or the repossession of the Leased premises by the Lessor, the premises shall be delivered to Lessor in such good, clean and satisfactory condition to be determined by Lessor, reasonable wear and tear excepted. Should Lessor, at any time during or after the term of this Lease, restore the Leased premises in such good, clean and satisfactory condition, in order to fulfill the Lessee's obligations herein, the Lessee shall be responsible for all costs associated therewith. If any light bulbs are found to be missing during or after the term of this Lease, the Lessee shall be charged for the time & material to purchase & install the replacement light bulbs.

8. HEAT/HOT WATER/NO OPEN WINDOWS: To the extent to which heat and/or hot water is to be provided by Lessor, Lessee shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Lessor regarding this issue. If Lessee opens any window to the premises between the time frame of September 15 through May 15, Lessee shall be warned in writing about said offense. If Lessee opens their windows to the premises after receiving the initial written warning, Lessee shall be fined \$25.00 for each incident thereafter or Lessor can terminate said Lease with five (5) days written notice for violation of this provision. Lessee shall not turn off heat for the time frame of September 15 through May 15. Lessee's non-compliance with this provision or reasonable rules of the Lessor shall be cause for termination of this Lease Agreement upon five (5) days notice to the Lessee.

9. DAMAGES: Lessee agrees to pay for any damage to the interior of the apartment beyond reasonable wear and tear

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occurring during the terms of this agreement. This includes damage caused by the intentional or negligent acts or omissions of the Lessee or Lessee's family or guests or invitees of the Lessee. Additionally, Lessee shall be deemed to be in breach of this agreement and the Lessor may pursue any legal remedy, if the Lessee or his/her guests or invitees cause damage to the premises. The Lessor will charge an hourly rate of \$50.00/hour to perform any repairs at the premises if deemed necessary by Lessor. If the damaged areas are more 6 square feet and test positive for lead paint the hourly rate will be \$65.00/hour to repair the damaged areas.

10. OUTSTANDING LIENS, MORTGAGES, SUBORDINATION AND MECHANICS LIENS: This Lease shall be subject and subordinate at all times to the lien of any existing mortgages and of mortgages which may hereafter be made a lien on the premises. The Lessee agrees to execute promptly any instrument evidencing such subordination that the Lessor may request of him. The Lessee further irrevocably appoints the Lessor as his attorney-in-fact to execute any such instrument for him/her and in his/her behalf.

Lessee shall not have any work done or material furnished by or on behalf of Lessee in or about the Premises or any part of building of Lessor and will not permit or suffer any lien to attach to the Premises or building of Lessor and Lessee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or all or any part or the building of Lessor. In the event any lien shall at any time be filed against the Premises or against any part of the building of Lessor by reason of work, labor, services or materials alleged to have been performed or furnished by, for or to Lessee or to anyone holding the Premises through or under Lessee, Lessee shall forthwith cause the same to be discharged of record or bonded to satisfaction of Lessor. If Lessee shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Lessor, Lessor may discharge the same by paying the amount claimed to be due, and the amount so paid by Lessor and all costs and expenses, including reasonable attorneys' fees incurred by Lessor in procuring the discharge of such lien, shall be due and payable by Lessee to Lessor as additional rent on the first day of the next following month.

11. SALE OF PREMISES: Lessee and Lessor agree that this agreement may terminate at the discretion of Lessor upon sale of premises by Lessor. Lessor agrees to give Lessee 30 days written notice of the termination of Lease due to the sale of premises and Lessee shall vacate the premises at the expiration of the 30 day notice period.

12. DESTRUCTION OF PREMISES: If the Leased premises is destroyed substantially by fire or taken by eminent domain, either party may terminate this Lease without liability for the remainder of the term.

13. NOTICES: Unless otherwise provided for in this Lease, any notice required by this Lease will be effective if given in writing and mailed to the last known address of the proposed recipient or a notice given to a Lessee may be given by leaving it at the apartment with the Lessee or any reasonable person living with the Lessee in the apartment.

14. ENTRY: The Lessee agrees that the Lessor or his agent may enter and inspect the Leased premises after 24 hours written, verbal or telephonic notice to the Lessee. However, the Lessor or his agent shall have the right to enter the apartment in an emergency without notice to the Lessee. The Lessor may also enter upon the premises if same appears to be abandoned by Lessee or otherwise permitted by law.

15. ALTERATIONS: The Lessee agrees not to redecorate, paint, perform any work, make any changes to the premises in any manner whatsoever, or alter the interior or exterior of the apartment without the Lessor's written consent. Any work undertaken by the Lessee after securing the Lessor's written permission must be done in a good workmanlike manner and meet a professional standard of quality as approved by Lessor.

16. TERMS AND CONDITIONS: Lessee and Lessor agree that all terms in this Lease are material terms and that the violation of any one of them constitutes a breach of the entire Lease Agreement. Furthermore it is agreed that non-payment of rent will cause all monthly rental payments remaining in the term to immediately become due unless the Lessor expressly waives this acceleration in writing.

17. RIGHTS OF LESSOR UPON DEFAULT: If the Lessee fails to pay any installment of rent or any part thereof when due, or if Lessee or their guests shall violate any other term, condition, covenant, rules or regulation of this Lease or if Lessee shall fail promptly to take possession of or shall abandon the premises, Lessor may terminate this Lease in accordance with the terms set forth below. Lessee shall not be relieved of any obligations hereunder, including without limitation, the payment of rent. In the event Lessor shall repossess the premises, Lessor shall not be required to accept any payment from Lessee offered by Lessee for the premises. The failure on the part of the Lessor to re-enter and repossess the premises or to exercise any of its rights hereunder upon default shall not preclude Lessor from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of

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Lessor's right to terminate the Lease for non-payment of rent when due after the Lease has been properly terminated in accordance with this Lease and Maine Law. If Lessee or their guests shall violate, breach or be in default of any term or condition of this Lease, Lessee shall pay all costs and expenses incurred by Lessor in connection with its exercising any rights or remedies it may have under this Lease because of such violation or breach. The re-letting of Lessee's premises by Lessor shall not terminate or otherwise affect Lessor's rights against Lessee for damages including, without limitation, loss of rent.

Upon default by the Lessee, the Lessor shall have the following rights to terminate this Lease:

A. NOTICE OF VIOLATION: Serious or repeated violations of the terms of this Lease by Lessee can result in termination of the Lease and eviction of the Lessee with five (5) days' notice to Lessee. Except for failure to pay rent (see Paragraph B) or damage, nuisance, illegal acts (see Paragraph C) or dangerous actions by a Lessee (see Paragraph D) or serious or repeated violations as described above, if the Lessee does not abide by the terms of this Lease the following will occur:

(1) The Lessor may deliver to the Lessee a written notice describing the violation and demanding that the Lessee cease the Lease violation within 5 days of delivery of the notice.

(2) If Lessee does not comply within the 5 day period, Lessor may deliver to Lessee a second written notice that the Lease will end within 5 days. On that day, the Lease term terminates automatically and the Lessee must leave the residence and return the keys to the Lessor.

B. EVICTON FOR FAILURE TO PAY RENT: If the Lessee is 5 days or more late in paying the rent the Lessor may send a notice that states that the Lease will end in 5 days, unless the Lessee pays all overdue rent or late charges, before that 5-day period ends. If the Lessee fails to pay the rent the Lease term automatically terminates and the Lessee will leave the residence and return the keys to the Lessor.

C. EVICTON FOR DAMAGE, NUISANCE, ILLEGAL ACTS: If the Lessee, the Lessee's family or an invitee of the Lessee has caused substantial damage to the demised premises which Lessee has not repaired nor caused to be repaired, has caused a nuisance within the premises, has caused or permitted an invitee to cause the dwelling unit to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy/Lease Agreement, the Lease Agreement may be terminated by Lessor by five (5) days' notice in writing to the Lessee.

D. EVICTON FOR DANGEROUS ACTS: If the Lessee's actions pose an immediate threat to the health or safety of other residents or the Lessor or the Lessor's employees, or to the physical structure of the residence, then the Lease can be immediately terminated, without prior warning.

E. NOTICE OF TERMINATION: The Lessor must notify the Lessee in writing when the Lease is terminated. This notice must be served on the Lessee by sending a prepaid first class properly addressed letter to the Lessee at the residence or by delivering a copy of the notice to the residence (by leaving a copy attached to the door or slipped under the door or other reasonable means) or to a person of suitable age and discretion residing within the residence or to the Lessee. Any notice sent by mail is effective two (2) days after it is mailed.

F. ATTORNEY'S FEES: The prevailing party shall be entitled to an award of attorney's fees after a contested hearing to enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement in accordance with 14 M.R.S.A. § 6030(3).

18. WAIVER: Any act or failure to act of the Lessor during the term of this Lease shall not constitute an acceptance by Lessor of Lessee's surrender of the Leased premises unless agreed to by Lessor in writing. The acceptance of delivery of the keys to the Leased premises by the Lessor shall not constitute termination of this Lease and an acceptance of Lessee's surrender of the premises, except to the extent the Lessor so accepts the surrender of the premises at that time. The failure of the Lessor to insist upon the strict performance of any one or more of the Lessee's obligations under this Lease shall not be construed as a waiver or relinquishment for the actual performance of any such obligation, including, without limitation, the Lessor's acceptance of late rental payments.

19. CONDITIONS: This Lease is made upon the following express conditions, each of which Lessee covenants that they and their guests will strictly observe and perform, throughout the term of this Lease and in no way shall modify or otherwise limit any other obligations of the Lessee as set forth in this Lease.

A. FLOOR COVERINGS: Carpets or any other kind of floor covering material which are nailed or cemented to any of the floors shall become the sole property of the Lessor on the expiration of this Lease.

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B. ALTERATIONS: No equipment shall be installed that requires alterations of or additions to the physical structure, electrical system or plumbing of the premises without prior written consent of Lessor, which consent may be withheld by Lessor at their sole discretion.

C. EXTERIOR ATTACHMENTS: No radio or television mast or antennae or clothesline shall be erected on the building, nor shall signs or other devices be hung from the exterior of the building.

D. DAMAGES, WATER OVERFLOW: Lessee shall take care of the premises and fixtures and make good any injury thereto done by him, and will reimburse Lessor for any damages caused by the escape or overflow of water resulting from the actions of the Lessee. The Lessor will charge an hourly rate of \$50.00/hour to perform any repairs at the premise. If the damaged areas are more 6 square feet and test positive for lead paint the hourly rate will be \$65.00/hour to repair the damaged areas.

E. WALLS, CABINETS, ETC.: Lessee or their guests shall not drive nails, screws or other similar devices into nor in any manner deface the windows, walls, cabinets, or woodwork, and in the event of such damage or injury he shall, without demand, have the same repaired at his/her own expense.

F. NOTICE OF DAMAGE: Lessee shall have 24 hours after check-in to notify Lessor of any disputes to the initial check-in sheet. If Lessor receives no notification to the contrary the check-in sheet shall be accepted as satisfactory. In addition, Lessee shall give Lessor or their agents prompt notice of any defects or breakage in the structure, equipment or fixtures of said premises. If, during the entire term of the Lease, Lessee doesn't notify Lessor or their agents within 24 hours of any damages, defects, non-working equipment, etc. than these items shall not be considered normal wear and tear and may result in monies being subtracted from the Lessee's security deposit refund as reimbursement for repairs.

G. PETS, ANIMALS: Lessee or their guests shall not keep or harbor any dogs, cats, birds, reptiles, other animals or any other pet or animal of any kind or nature whatsoever on the premises, without the express written permission of the Lessor; **See Pet Policy & Pet Agreement Addendums.**

H. CLEANING UPON VACATION OF UNIT: Lessee will, at the termination hereof and prior to surrender of possession, have the premises thoroughly cleaned, have all the carpets professionally cleaned and provide a copy of the paid receipt, for the carpet cleaning, to the lessor within 2 days of surrender of possession, in the event of failure to have the premises thoroughly cleaned, carpets professionally cleaned or to provide a copy of a paid receipt within 2 days of the surrender of possession. Lessee will pay Lessor the cost of having same done; if the lessee fails to do so the lessor will take the above mentioned fees out of the Security Deposit. The Lessor will charge an hourly rate of \$50.00/hour to perform the cleaning of the premises.

I. SURRENDER: Lessee upon termination hereof will surrender all keys to door locks and in the event of failure to do so, they will pay Lessor the costs of replacing them.

J. WASHER/DRYER: Lessee shall not have a washer or dryer without permission of the Lessor.

K. MISCELLANEOUS: Lessee shall maintain the premises in a clean condition and shall not dispose of dirt, waste, or rubbish in any other parts of the building except in the proper receptacles. Lessee shall be responsible for keeping drains free and clean. Lessee shall be responsible for keeping entrance ways and stairs clear of ice and snow. No receptacles, vehicles, gas grills, baby carriages, bikes or any other articles or obstructions shall be placed in the halls or entry ways. Dwelling to be maintained in good and clean condition. Lessees will be charged for replacement of broken windows or glass. Garbage and rubbish will be kept clean and picked up by the Lessee and be put **curbside on Monday.**

L. TRAILERS, BOATS, MOTORCYCLES, SNOWMOBILES: With the exception of street legal motorcycles, no trailers, boats, all terrain vehicles or snowmobiles may be stored or parked on the premises.

M. PARKING: There is/are 2 parking space(s) at the premises. All cars must be registered with Lessor and be in running condition. All vehicles must be legally registered within seven (7) days of expiration or they will be towed at owner's (Lessee's) expense. There is to be no repair work of any kind conducted on the automobiles in either the parking lot/driveway. There shall be no parking on the lawns or any entrance or anywhere stated "no parking" or said vehicle will be towed at the Lessee's expense. For permitted parking areas, it is the Lessee's responsibility to adhere the sticker to the front windshield in the lower left-hand driver's side corner. Sticker can't be taped on the window. It must be adhered on the window with the sticker's application.

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N. NO SMOKING: Lessee and their guests shall not smoke in the unit, nor in the hallways, entryways, stairways, or on the lawns, walkways, driveways or parking areas of the premises.

O. CHANGE OF LOCKS: Lessee shall not change the locks to the premises. If the Lessee changes the locks and does not provide the Lessor with a duplicate key, in the case of emergency the Lessor may gain admission through whatever reasonable means necessary and charge the Lessee reasonable costs for any resulting damage. If a Lessee changes the locks and refuses to provide the Lessor with a duplicate key, the Lessor may terminate the Lease and tenancy with a 7-day notice.

P. NO WATER BEDS: Lessee shall have no water beds on the premises.

20. INDEMNITY: Lessee shall hold Lessor harmless and shall indemnify Lessor from and against all injury caused by Lessee, Lessee's family, guests, or invitees (including death) to any person or loss of or damage to any property arising directly or indirectly out of or in connection with the possession, use, occupation or control of the Leased premises, common areas, the building containing the Leased premises, or any other building within the development containing the Leased premises, by any act, neglect, or default of Lessee or Lessee's agents. This hold harmless and indemnity agreement shall include, without limitation, all costs, expenses, and liabilities incurred in connection with any injury, loss or other damage or in defense of any claim or claims on account thereof. The Lessor shall be responsible for his/her own negligence and the negligence of his/her agents and this paragraph in no way absolves the Lessor from liability for his/her negligence or the negligence of his/her agents.

21. LEAD-BASED PAINT DISCLOSURE: Lessor is complying with Lessor's duty to provide disclosure to Lessee under the Residential Lead-Based Paint Hazard Reduction Act of 1992 and regulations codified in the Federal Code of Regulations adopted by the EPA and HUD by providing Lessee with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form which is attached hereto and incorporated herein as Addendum A and by providing Lessee with the Pamphlet entitled *Protect Your Family From Lead In Your Home*. Also attached hereto and incorporated herein as Addendum B is the *Maine Residential Real Property Disclosure Statement, Maine Warning: Lead-Based Paint Hazards*.

22. PEST INFESTATION: It shall be cause for the Lessor to terminate the Lessee's Lease if the Lessee causes or allows to be caused the infestation with pests and/or insects of the Lessee's unit, or the common areas of the premises or other Lessee's units. The Lessee shall be liable for the full amount of the costs incurred by the Lessor in rectifying and ridding the premises of such infestation. Such costs will be billed to the Lessee and if the Lessee does not pay the costs within Ten (10) days of receipt of said statement, the Lessor shall have the option of treating said payment as rent and shall be able to terminate the Lessee's Lease for non-payment of rent as otherwise provided in this Lease.

23. INTERPRETATION: In interpreting this Lease, all captions and titles shall be disregarded, and when applicable, the singular of any word shall mean or apply to the plural and the masculine for shall mean and apply to the feminine.

24. COVENANTS AND REPRESENTATIONS: All covenants and representations herein contained are binding upon and shall inure to the benefit of the heirs, executors, successors, administrators and assigns of Lessor and Lessee. It is further agreed that neither Lessor, nor any agent or representative of the Lessor, has made any statement, promise of agreement, verbally or in writing, in conflict with or enlarging the terms of this Lease.

25. JOINT RESPONSIBILITY: The undersigned Lessees shall be jointly and severally liable and responsible for all obligations pursuant to all of the terms of this Lease, including but not limited to, the payment of rent, utilities, late fees or late charges. Please be advised that failure to pay the balance due or contact this office for payment arrangements within 10 days may result in the submission of your account to a collection agency, The Thomas Agency, for further action. Lessees will also be responsible for any and all additional collection and/or attorney fees associated with the recovery of this debt.

26. PARTIAL INVALIDITY: If any provision of this Lease is held to be invalid or unenforceable, all other provisions herein shall nevertheless continue in full force and effect.

27. DEFINITIONS: The term "guest" as used herein includes the individuals expressly set forth in paragraph 6 of this Lease and their agents, servants, invitees or any other person in or about the premises with the permission or express written or implied consent of the individuals expressly listed in paragraph 5 of this Lease.

28. LESSEE'S PERSONAL PROPERTY/INSURANCE: All of the Lessee's personal property on the premises shall be at Lessee's own risk and Lessor shall not in any way be responsible therefor. Any personal property not removed by the Lessee following the termination of the Lease or any renewal thereof shall be deemed abandoned and shall be disposed of in accordance with Maine Law. During the effective period of this Lease, any successor Lease, any hold over period or during any tenancy-at-will, the Lessee shall maintain renter's insurance in the minimum amount of \$100,000.00 for liability coverage and

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the policy of renter's insurance shall name Lessor as an additional interest under said policy. At the time the initial Lease is entered into between the parties, Lessee shall provide to Lessor a certificate of insurance conforming to the above-requirements. After the renewal of said policy, Lessee shall immediately provide the new certificate of insurance to the Lessor. Failure of the Lessee to maintain renter's insurance while occupying the premises shall be cause for the termination of the Lease and tenancy with five (5) days written notice to Lessee.

29. **LOCK OUTS:** If Lessee becomes locked out of the premises during regular business hours (9am-5pm, Mon-Fri) Lessor shall charge a \$75/hour (minimum 1 hour charged) service charge for assisting Lessee or for providing Lessee with an extra key(s). If Lessee becomes locked out after business hours Lessor shall charge a \$100/hour (minimum 1 hour charged) service charge for assisting Lessee or for providing Lessee with an extra key(s). In either occurrence, cash shall only be accepted and shall be due to the Lessor upon Lessor's arrival to the premises. If Lessee cannot pay the service charge the Lessee shall be instructed to call a locksmith and will incur a service charge by them which will not be refunded by the Lessor.

30. **TRASH/RECYCLING:** The City of Portland has a trash and recycling ordinance which obligates the Lessee to dispose of any and all trash from the premises in blue City of Portland trash bags which come in two sizes (15 and 30 gallon) and are available at retail outlets throughout the City of Portland and must be purchased by the Lessee. In conjunction with the requirement that all trash be contained in an authorized City of Portland blue trash bag, the City provides pick up for recyclable trash. Lessor shall provide Lessee with a 17 gallon recycling bin issued by the City of Portland. Although there is no requirement on the part of the Lessee to recycle, recycling is greatly encouraged by the City of Portland and the Lessor. If you choose to recycle, you must follow the guidelines of the City of Portland which are contained in the City of Portland Recycling Guidelines attached hereto and incorporated herein. Lessee shall dispose of all trash in the City of Portland authorized blue bags and Lessee shall be solely responsible for the costs of said bags. If the Lessee chooses to recycle, the Lessee shall be responsible, in a manner consistent with the City of Portland recycling guidelines. If the Lessee violates the City of Portland trash/recycling ordinance resulting in the Lessor being cited and/or fined by the City of Portland, the Lessor has the option of assessing a fine of \$50.00 and any amounts charged to the lessor by the City of Portland to the Lessee's account and, if not paid by the Lessee within seven (7) days, the Lessor shall have the right to terminate the Lease with seven days' notice to the Lessee. Any other violation of the City of Portland's trash/recycling policy by Lessee shall also be grounds for termination of this Lease and eviction upon (7) days notice by Lessor to Lessee.

31. **MISREPRESENTATION:** Lessor may terminate this Lease upon seven (7) days written notice to Lessee if it is determined that Lessee has made material misrepresentations or omissions in the application process.

32. **PRIOR STATEMENTS:** Any representations, statements, and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

Initial:  

33. **SMOKE DETECTORS:** Lessee acknowledges that Lessee has had an opportunity to inspect smoke detectors with Lessor or Lessor's agent(s) at the commencement of this Lease Agreement. Lessee acknowledges that all smoke detectors within the premise were in operating order at the commencement of the Lease term. Lessee acknowledges that Lessee is responsible for replacement of batteries to any and all smoke detectors on the premises. Lessee also agrees to and shall immediately report to Lessor or Lessor's agent(s) any and all malfunctions and/or the need for repairs to any and all of the smoke detectors on the premises.

IN WITNESS WHEREOF, the Lessee and the Lessor or an agent of the Lessor, have executed this Lease in two (2) copies, each of which shall be considered an original, on the day and year first above written. This Lease shall not be binding upon the Lessor until each copy is countersigned by Lessor or a duly authorized agent of the Lessor, at which time an executed copy of this Lease so countersigned shall be sent the Lessee at the address he shall furnish to the Lessor herewith.

DocuSigned by:  
Veronica Schneider 1/15/2015  
LESSOR DATE  
Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Lessor)

DocuSigned by:  
Chelsea Leadbetter 1/15/2015  
LESSEE DATE

DocuSigned by:  
Nicholas Smith 1/15/2015  
LESSEE DATE

LESSEE DATE



# ADDENDUM A

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Attachment to Rental Agreement

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Comments: \_\_\_\_\_

- (ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Comments: \_\_\_\_\_

- (ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment (initial)

(c)  Lessee has received copies of all information listed above.

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(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

<sup>DS</sup>  
MS

#### Agent's Acknowledgment (initial)

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: <u>Veronica Schneider</u>	1/15/2015	Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Les
DocuSigned by: <u>Chelsea Leadbetter</u>	Date 1/15/2015	
DocuSigned by: <u>Veronica Schneider</u>	Date 1/15/2015	veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Le
DocuSigned by: <u>Nicholas Smith</u>	Date 1/15/2015	Agent

# ADDENDUM B

## Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 38 Cypress Street, Portland, Maine

This rental unit        meets/        does not meet/  partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The **bold** items below are suggested minimum guidelines.*

### Heating Systems

#### Space Heat

Tested heating system efficiency (minimum: 82%)       %  unknown Test date:       

Exposed pipes or ducts in unheated crawl space insulated?        yes  no

Heating fuels:        oil  natural gas        propane        kerosene        wood        electric        other

#### Water Heat

Accessible domestic hot water pipes insulated?        yes  no

Fuels:        oil  natural gas        propane        solar        electric        other

### Insulation

#### Walls

Insulated? (minimum: cavity filled)  filled        partially filled        no insulation        unknown

Insulation thickness:        less than 3"  3-6"        more than 6"

#### Ceiling

Insulated? (minimum: R-38 or cavity filled)  filled        partially filled        no insulation        unknown

Insulation thickness: ~8 inches or R-      

#### Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled)        filled        partially filled        no insulation  unknown

#### Basement wall

Insulated? (minimum: 2' below grade)        yes  no        unknown

### Windows and Doors

Windows (minimum: 2 panes of glass)        single pane        single + storm  double (DG)        DG + low-e        (DG + low-e + argon gas)        triple or better

Doors (minimum: insulated or with storm)  insulated        storm        insulated + storm        neither

### Appliances

Refrigerator (minimum: post-1995)  yes        no        unknown        Energy Star rated

Gas stove (suggested electronic ignition)        electronic ignition        pilot light  no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact **Efficiency Maine, 1-866-376-2463**

Signatures: Landlord: DocuSigned by: Veronica Schneider Date: 1/15/2015 Veronica Schneider (Manager of SPM, LLC/Attorney in-fa

Tenant: DocuSigned by: Chelsea Leadbetter Date: 1/15/2015

*This information is accurate to the best of the landlord's knowledge.*

Other comments about the unit's efficiency:       

DocuSigned by: Nicholas Smith 1/15/2015

**Guidelines and Explanation of Terms**

**Tested heating system efficiency (minimum 82%):** This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

**Floors over unheated areas:** Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

**Basement wall:** Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

**Windows:** Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

**Doors:** A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

**Refrigerator:** Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal foil.

**Gas stove:** According to the U.S. Department of Energy, pilot gas burners can use more than twice the energy used by electric ignition gas burners.

 DS

Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Lessor)

 DS

 DS

## ADDENDUM C Mold Disclosure

The Lessee acknowledges that it is necessary for Lessee to provide appropriate climate control, keep the unit clean and take other measures to retard and prevent mold and mildew from accumulating in the dwelling. Lessee agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Lessee agrees not to block or cover any heating or air conditioning ducts in the unit. Lessee agrees to immediately report to the management office: 1) any evidence of a water leak or excessive moisture in the dwelling, as well as any storage room or other common area; 2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a household cleaner and wiping the area; 3) any failure or malfunction in the heating or air conditioning systems or laundry system within the building; and 4) any inoperable windows. Lessee further agrees that Lessee will be responsible for damage to the premises and Lessee's property as well as injuries to the Lessee(s) resulting from Lessee's failure to comply with the terms of this paragraph.

DocuSigned by:  
Chelsea Leadbetter 1/15/2015  
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LESSEE DATE

DocuSigned by:  
Nicholas Smith 1/15/2015  
A318B008C2934C2...  
LESSEE DATE

DocuSigned by:  
Veronica Schneider 1/15/2015  
4F44E505DE694AC...  
LESSOR LESSOR DATE  
Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Lessor)

## ADDENDUM D

### Bedbug Infestation Disclosure

**1. Definition.** As used in this Addendum, unless the context otherwise indicates, "pest control agent" means a commercial applicator of pesticides certified pursuant to Title 22, section 1471D.

**2. Landlord duties.** A landlord has the following duties:

A. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall within 5 days conduct an inspection of the unit for bedbugs.

B. Upon a determination that an infestation of bedbugs does exist in a dwelling unit, the landlord shall within 10 days contact a pest control agent pursuant to paragraph C.

C. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as determined by a pest control agent. The landlord shall employ a pest control agent that carries current insurance to promptly treat the bedbug infestation.

D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation.

E. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs.

F. A landlord shall offer to make reasonable assistance, including financial assistance, available to a tenant who is not able to comply with requested bedbug inspection or control measures under subsection 3, paragraph C. After first disclosing what the cost of treating the bedbug infestation may be, a landlord may charge the tenant a reasonable amount for any such assistance, subject to a reasonable repayment schedule, not to exceed 6 months, unless an extension is otherwise agreed to by the landlord and the tenant.

**3. Tenant duties.** A tenant has the following duties:

A. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit.

B. Upon receiving reasonable notice as set forth in section 6025, a tenant shall grant the landlord of the dwelling unit, the landlord's agent or the landlord's pest control agent and its employees access to the unit for purposes of an inspection for or the control of the infestation of bedbugs. The inspection may include a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent.

C. Upon receiving reasonable notice as set forth in section 6025, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord and the pest control agent. The tenant's unreasonable failure to completely comply with the pest control measures results in the tenant's being financially responsible for all pest control treatments of the dwelling unit arising from the tenant's failure to comply.

**4. Remedies.** The following remedies are available:

A landlord may commence an action in accordance with Title 14 M.R.S.A., Section 6030A and obtain relief against a tenant who fails to provide reasonable access or comply with reasonable requests for inspection or treatment or otherwise

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unreasonably fails to comply with reasonable bedbug control measures as set forth in this section. For the purposes of section 6030A and this section, if a court finds that a tenant has unreasonably failed to comply with this section, the court may issue a temporary order or interim relief pursuant to Title 5, section 4654 to carry out the provisions of this section, including but not limited to:

- (1) Granting the landlord access to the premises for the purposes set forth in this section;
- (2) Granting the landlord the right to engage in bedbug control measures; and
- (3) Requiring the tenant to comply with specified bedbug control measures or assessing the tenant with costs and damages related to the tenant's noncompliance.

Any order granting the landlord access to the premises must be served upon the tenant at least 24 hours before the landlord enters the premises.

Nothing in this Addendum prevents the landlord from terminating this Lease with proper notice and commencing a forcible entry and detainer action against the tenant for tenant's failure to comply with tenant's obligations under this Addendum. If the landlord fails to comply with the obligations imposed under this Addendum, the tenant is entitled to the remedies as set forth in Title 14 M.R.S.A., Section 6021-A(4).

**DISCLOSURE OF BEDBUG INFESTATION  
AND/OR BEDBUG TREATMENT**

**RENTAL PREMISES:** Unit No. **38 Cypress Street, Portland, Maine**

Date Last Treated For Bedbugs: N/A

Current Infestation of Bedbugs  Yes  No

Date Last Inspected for Bedbugs N/A

Date Last Found No Bedbugs N/A

**ADJACENT PREMISES:** Unit No. **36 Cypress Street, Portland, Maine**

Date Last Treated For Bedbugs: N/A

Current Infestation of Bedbugs  Yes  No

Date Last Inspected for Bedbugs N/A

Date Last Found No Bedbugs N/A

**ADJACENT PREMISES:** Unit No. \_\_\_\_\_

Date Last Treated For Bedbugs: \_\_\_\_\_

Current Infestation of Bedbugs  Yes  No

Date Last Inspected for Bedbugs \_\_\_\_\_

Date Last Found No Bedbugs \_\_\_\_\_

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**ADJACENT PREMISES:** Unit No. \_\_\_\_\_

Date Last Treated For Bedbugs: \_\_\_\_\_

Current Infestation of Bedbugs \_\_\_\_\_ Yes \_\_\_\_\_ No

Date Last Inspected for Bedbugs \_\_\_\_\_

Date Last Found No Bedbugs \_\_\_\_\_

**ADJACENT PREMISES:** Unit No. \_\_\_\_\_

Date Last Treated For Bedbugs: \_\_\_\_\_

Current Infestation of Bedbugs \_\_\_\_\_ Yes \_\_\_\_\_ No

Date Last Inspected for Bedbugs \_\_\_\_\_

Date Last Found No Bedbugs \_\_\_\_\_

Date: 1/15/2015

Property Manager/Landlord: \_\_\_\_\_

DocuSigned by:

*Veronica Schneider*

~~veronica.schneider (Manager of SPM, LLC/Attorney in-fact for Les~~

Date: 1/15/2015

Tenant: \_\_\_\_\_

DocuSigned by:

*Chelsea Leadbetter*

Date: 1/15/2015

Tenant: \_\_\_\_\_

DocuSigned by:

*Nicholas Smith*

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# ADDENDUM E

## Smoking Policy Disclosure Form

The Maine Smoking Policy Awareness Law (Public Law 2011, chapter 199) requires that landlords disclose the "...policy regarding smoking on the premises..."

"Smoking" is defined as carrying or having in one's possession a lighted cigarette, cigar, pipe or other object giving off tobacco smoke.

This form provides written disclosure of the smoking policy at (address):  
**38 Cypress Street, Portland, Maine**

**The smoking policy for this property is:**

Smoking is not allowed on the entire premises

Smoking is not allowed in:

Inside all units

Inside all common areas, such as hallways or laundry rooms<sup>1</sup>

Outside within 25 feet of the building

Outside on porches, patios, and yards adjacent to the units

Other: \_\_\_\_\_

Smoking is allowed in designated outdoor smoking area, located: \_\_\_\_\_

Smoking is permitted on the entire premises, excluding indoor common areas<sup>2</sup>

**Acknowledgements:**

I have read and understanding the smoking policy described above and agree to comply with the smoking policy at (address): **38 Cypress Street, Portland, Maine**

Tenant Printed Name: DocuSigned by: **Chelsea Leadbetter and Nicholas Smith** DocuSigned by:  
Tenant Signature: Chelsea Leadbetter Nicholas Smith  
Date: 1/15/2015 023D224FC583460... A318B008C2934C2...

Landlord/Owner's Representative Printed Name: Veronica Schneider  
Signature: Veronica Schneider  
Date: 1/15/2015 4F44E505DE694AC... Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Lessor)

<sup>1</sup> Maine law prohibits smoking in indoor common areas, such as hallways, laundry rooms and recreation rooms

<sup>2</sup> Maine law prohibits smoking in indoor common areas, such as hallways, laundry rooms and recreation rooms



## **ADDENDUM F SNOW REMOVAL RULES**

TO: ALL RESIDENTS\*

In an effort to assure a smooth winter season of snow removal from all driveways and parking lots, Schneider Property Management will use the following procedure:

1. DURING THE STORM, our contractor will open up all driveways and parking lots to allow emergency vehicles to enter or exit.
2. Once the storm has ended, our contractor will return to do one final clean up between the hours of 9:00 am and 8:00 pm. If the storm ends mid to late day and the contractor has not been to your location by 8:00 pm then he will continue to clean up between 9:00 am and 8:00 pm the following day.
3. At storms end and by 9:00 am, your vehicle must be cleared off and moved from the driveway/parking lot, so that when our contractor arrives the area is ready for final cleanup. Your vehicle must remain OUT OF THE DRIVEWAY OR LOT until the contractor arrives and the final cleanup is complete.
4. If you are not home or unable to move your vehicle, it will be your responsibility to have made arrangements **in advance** to have your vehicle moved. If you have more than one vehicle or visitors with a vehicle, it is your responsibility to see that those vehicles are moved as well. Unregistered or inoperable vehicles are not allowed in any driveway or parking lot and may be towed at the owner's expense.
5. If your vehicle is not moved for the plowing cleanup, your vehicle may be towed from the property at the vehicle owner's expense, responsibility and liability. We will not notify you prior to the start of cleanup. **We will not knock on door or blow the horn, you must be prepared and your vehicle must be moved prior to the start of cleanup.**
6. Please be assured that we do not want to tow any vehicles. It is to everyone's benefit if all vehicles are promptly moved, allowing our contractor to do the job efficiently, so that you will have a clean and safe parking area.
7. If you have any problems with either the plowing or the contractor, please notify us, so that we may try to correct any problems

Thank you in advance for your cooperation. We feel confident that we will have a smooth and safe winter season.

Sincerely,

Schneider Property Management, LLC

*\*These rules apply to all tenants unless otherwise specified by the Lessor.*

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VS

Veronica Schneider (Manager of SPM, LLC/Attorney ~~in~~-fact for Lessor)

<sup>DS</sup> MS   <sup>DS</sup> U



### Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

Residential Rental Unit Number Or Other Identifier: 38

Residential Rental Unit Address (Rental complex name if applicable, street address, city, state, zip code):

38 Cypress Street, Portland, Maine, 04103

A radon test in the unit identified above was completed on 1 / 12 / 2014. Unless a mitigation system has been installed, a tenant may request a re-test in 10 years. (day) (month) (year)

OR

Radon testing was not conducted in the unit identified above but was conducted in other parts of the building where the unit is located. The testing was completed on \_\_\_\_/\_\_\_\_/\_\_\_\_. Unless a mitigation system has been installed, a tenant may request a re-test in 10 years. (day) (month) (year)

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 1.5 pCi/l. A copy of the original results report is available for viewing by the Lessee. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord and tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester \_\_\_ /the landlord x /a tenant \_\_\_  
If tested by a Maine-registered radon tester, their Maine Radon ID number is \_\_\_\_\_

A document explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health is attached.

### ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

Veronica Schneider 1/15/2015

Landlord (printed) Date

Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Lessor)  
**Chelsea Leadbetter** 1/15/2015

Lessee (printed) Date

**Nicholas Smith** 1/15/2015

Lessee (printed) Date

Veronica Schneider 1/15/2015

Agent (printed) Date

Veronica Schneider (Manager of SPM, LLC/Attorney in-fact for Lessor) 2013-12-12

DocuSigned by:  
Veronica Schneider 1/15/2015

4F44E505DE694AC...  
Landlord (signed) Date  
Chelsea Leadbetter 1/15/2015

023D224EC5834601...  
Lessee (signed) Date  
DocuSigned by:  
Nicholas Smith 1/15/2015

A318B098C2934C21...  
Lessee (signed) Date  
DocuSigned by:  
Veronica Schneider 1/15/2015

4544E706D5694AC...  
Agent (signed) Date

# Radon in Rental Housing

## A Serious Hidden Danger to Family Health

Radon Tipsheet #11



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

### About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

### What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

### About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

### Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Protect your family. Learn. Test. Treat if needed.

- Check this website: [www.MaineRadiationControl.org](http://www.MaineRadiationControl.org)
- For advice: 1-800-232-0842 • [radon.dhhs@maine.gov](mailto:radon.dhhs@maine.gov) • TTY: Call Maine Relay 711



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