

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, dated **3/28/2015**

Is between

GPPI, LLC 340 Eastern Promenade, #232, Portland, ME 04101 "Management or Owners,"

and

The following "Tenants & Residents,":

Name: Ryan Brownwell email: ryan.brownwell@gmail.com (tenant 1)

Cell# 207-356-7897 Work# SAME AS CELL PHONE

Car Make, Model & License Plate: Subaru, Impressa, Gray 384 ADA

Name Kelsi Wry email: kwry22@gmail.com (tenant 2)

Cell# 207-322-2537 Work# 207-469-1224

Car Make, Model & License Plate: Subaru, Legacy, Gray, # 5419 UK

NO PARKING of any other vehicle than those listed above in space # 15

For rental of the dwelling located at : **15 Northwood Drive, Portland, ME, 04103**

Under the following conditions:

A 12 MONTH LEASE AGREEMENT – Tenants agree to rent this dwelling
FROM 5/1/2015 UNTIL NOON ON 5/1/2016

Tenant will inform Management 45 days before the current lease ends, if they plan on renewing OR NOT renewing the lease. Management will follow the same guidelines.

This agreement shall automatically renew for an additional one-year period, the rent to be paid shall increase at the rate of 4% per year, based on the rent paid during the previous year, unless either party gives written notice to the other of their intention not to renew at least 45 (45) days before the end of the term.

1. **RENT** - Tenants agree to rent this dwelling for the sum of [redacted] per month payable in advance, The first month's rent is [redacted] **The due date for the rent owing under this Agreement is the 1st day of every calendar month. Electronic auto payment will be setup within the first rental month.**

2. **FORM OF PAYMENT** - Tenants agree to pay rent in the form of electronic auto payment on the first of each month. If the first of the month falls upon a weekend or holiday payment is due the following business day.

3. **RETURNED PAYMENTS** - If, for any reason, a payment does not clear, the Tenants agree to pay Owners a returned charge of \$25 AND assume liability for incurred costs associated with the late payment. After the second time that a Tenants payment is returned, owners reserve the right to terminate the lease and give Tenants a 30 day notice to vacate the premises.

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4. **LATE FEE** - Any payment of rent received within fifteen (15) days from when the payment was due shall be subject to a late fee of four (4%) percent of such payment.

5. **SECURITY DEPOSIT**: The sum of \$ 3,200.00 (US Dollars), (**Received on 3/28/2015**) is hereby paid by the Tenants as security and not as a rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this Rental Agreement. In the event of a breach or default by the Tenants or any guests of the Tenants with respect to any of the terms, conditions, rules or regulations of this Rental Agreement or any other action pursuant to which the Owners is entitled to retain the security deposit or a portion thereof for any costs, damages, or losses, injuries caused to Owners by such breach, default or other action, Owners shall withhold said security deposit without in any manner waiving or limiting its rights to further hold Tenants liable for costs, damages, losses or injuries otherwise due. Should the leased premises be leased to others, Owners DO not waive any rights to costs, damages, including without limitation, injuries caused by Tenant's default, breach, early termination or other action.

Should the Owners retain the security deposit or any portion thereof, the Owners shall provide the Tenants 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 Rental Agreement or the time the Tenants gives up possession of the leased premises. The Owners shall include within such written statement the security deposit or any portion thereof, which the Tenants may be entitled to receive. Attached hereto and incorporated herein is the Security Deposit Agreement.

Deposit will be returned to Resident within 30 days after resident is vacated if:

- a. Lease term has expired or both parties have terminated agreement: and
- b. All monies due to management by Resident have been paid; and
- c. Residence is not damaged and is LEFT IN ITS ORIGINAL CONDITION, normal wear & tear excepted;
- d. Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Move In/ Move Out Inspection Form" for any existing damages to the residence and has been given the right to inspect it; and

Deposit will not be returned if:

- a. Resident leaves before lease time is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent management from claiming damages in excess of the deposit. **Resident may not apply the deposit to any of the rent payment.**

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6. **UTILITIES AND MAINTENANCE:** The Tenants in addition to paying rent shall pay and be responsible for the following utilities and services:

	Owners	Tenants	Description
Electricity		X	
Sewerage/Water	X		
Hot Water		X	
Cold Water	X		
Cable Television		X	
Internet		X	
Trash Removal	X	*	* Tenants are responsible to follow the rules & regulations of the condo association when disposing of trash. Price for trash removal though is included in condo fees paid by Owners
Yard & Lanscaping Maint./Snow Removal/ Deck	X	*	* Tenants are responsible for maintaining the condo deck, especially cleaning the snow & ice from the deck in the winter to allow for common igress. Back yard/ woods maintainance and complete landscaping, as well as the snow removal outside of the private deck is included in condo fees paid by Owners.

Natural Gas Heat		X	
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7. **NO SMOKING POLICY-** No smoking is permitted in unit.

8. **SANITARY CONDITIONS-** Residents must keep premises in safe, clean, and sanitary condition.

9. **OCCUPANTS** -The number of occupants is limited to: 2 (two). Only the following persons may live in this dwelling:

1. **Ryan Brownwell**

2. **Kelsi Wry**

No one else may live there, even temporarily, without Owners' prior written permission

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10. **SUBLETTING AND ASSIGNMENT** - Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else.

11. **PETS** - Tenants may house **no pets** of any kind on the premises even temporarily, without first obtaining Owners' written permission. "Pets" includes, but is not limited to, both warm and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects.

***Exception:** An exception to clause #10 was made for the tenants' cat disclosed by them on the rental application form, with Owners agreed upon allowing it to be housed on the premises with additional security deposit of $\$30 \times 2 = \60 (included in the security amount mentioned above for a total security deposit of \$3,200.00) and an increase of the initially advertised rent of \$1,570.00 with \$30 for a total monthly rent amount of \$1,600.00.

12. **LIQUID-FILLED Furniture** - Tenants agree not to keep any liquid-filled furniture in this dwelling.

13. **VEHICLES**- Tenants agree to keep a maximum of: 2 vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles, which have exhaust muffling comparable to that of a passenger car, are allowed. Tenants agree not to park boats, recreational vehicles or trailers, utility trailers, and the like on the premises without first obtaining Owners' written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage.

14. **RULES AND REGULATIONS & DECLARATION & BY-LAWS OF NORTHWOOD CONDO ASSOCIATION.** Tenants agree to follow all rules, regulations, declarations and by-laws as set forth by the Northwood Condo Association. A copy of these items will be left in the unit for the tenants to review.

15. **NOTIFICATION OF SERIOUS BUILDING PROBLEMS** - Tenants agree to notify the Owners immediately upon first discovering any signs of serious building problems such as a crack in the drywall or in the ceiling, a leaky ceiling, a spongy floor, or any leaking plumbing.

16. **REASONABLE TIME FOR REPAIRS** - Upon being notified by Tenants that there is some building defect which, is hazardous to life, health, or safety, Owners shall undertake repairs as soon as practicable and as the circumstances dictate.

17. **WINDOWS & WALLS** - Except for those windows and walls, which are noted in writing as being cracked or broken when Tenants move in, Tenants agree to be responsible for any damage they cause to windows and walls. **Walls: NO nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in the walls, woodwork, or any part of residence.**

18. **DRAIN STOPPAGES.** Tenants agree to pay for clearing the drains of any stoppages they caused.

19. **MISREPRESENTATION:** Owners may terminate this Rental Agreement upon seven (7) days written notice to Tenants if it is determined that Tenants have made material misrepresentations or omissions in the application process.

20. **DAMAGE-** Tenants agree to pay for repairs of all damage which they or their guests have caused.

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21. **CHANGE OF LOCKS:** Tenants shall not change the locks to the premises. If the Tenants Changes the locks and does not provide the Owners with a duplicate key, in the case of emergency the Owners may gain admission through whatever reasonable means necessary and charge the Tenants reasonable costs for any resulting damage. If a Tenant changes the locks and refuses to provide the Owners with a duplicate key, the Owners may terminate the Rental Agreement and tenancy with a 7-day notice.
22. **LOCKOUTS-**Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources; they may call upon a professional locksmith or the manager to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Management charges a fee of \$15 for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Saturday, excepting holidays, and a fee of \$25 at other times. This fee is due and payable when the service is provided.
23. **ALTERATIONS, DECORATIONS, AND REPAIRS** - Except as provided by law, Tenants agree not to alter or decorate their dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering. Further, Tenants agree not to repair their dwelling or anything belonging to the Owners without first obtaining Owners' written permission. Tenants shall hold Owners harmless for any mechanics liens or proceedings which Tenants cause. When approved by Owners, Tenants' plans for alterations and decorations shall bear a determination regarding ownership. If Tenants are able to convince Owners that Tenants can remove the alterations or decorations and restore that part of their dwelling to its original condition, then Owners may grant Tenants the right to remove them. Otherwise, any alterations or decorations made by Tenants become the property of Owners when Tenants vacate.
24. **PAINTING** - Owners reserve the right to determine when the dwelling will be painted.
25. **ENTRY:** The Tenants agree that the Owners or his agent may enter and inspect the leased premises after 24 hours written, verbal or telephonic notice to the Tenants. Provided, however, that the Owners or his agent shall have the right to enter the apartment in an emergency without notice to the Tenants.
26. **PEACE AND QUIET** - Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Please be respectful of other tenants when playing music or movies on your sound system. Please refer to the Condo rules and regulations.
27. **STORAGE-** NO goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be Residence's risk and Management shall not be responsible for any loss or damage. Tenants may keep such household goods, including but not limited to hairspray, pam spray, or other reasonable household products in the residence.
28. **PROLONGED ABSENCES-**Tenants agree that they will notify Owners whenever they plan to be absent from their dwelling for more than ten days.
29. **BUSINESS USE-**Tenants agree to use this dwelling as their personal residence only. They agree to conduct no business on the premises without first obtaining Owners' written permission.
30. **LAWFUL USE-**Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises.

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31. **INSURANCE**-Owners have obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or owner negligence. Owners' insurance does not cover Tenants' possessions or Tenants' negligence. **Tenants should obtain a Tenants' insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence.**

32. **INSURANCE CONSIDERATIONS**- Tenants agree that they will do nothing to the premises nor keep anything on the premises which will result in an increase in the Owners' insurance policy or an endangering of the premises. Neither will they allow anyone else to do so.

33. **FIRE OR CASUALTY DAMAGE**-During any time when the dwelling cannot be used because of fire or casualty damage, Tenants is not responsible for payment of rent. Should a portion of the dwelling become unusable due to fire or casualty damage, Tenants are not responsible for payment of rent on that portion. In either case, Owners reserve the right to decide whether the dwelling is usable and what portions are usable. Owners are not responsible for repairing or replacing any improvements made by Tenants if those improvements are damaged. Should the fire or casualty damage have been caused by Tenants' own action or neglect, they shall not be relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage.

34. **SERVICE OF PROCESS**-Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.

35. **IDENTITY OF MANAGER**-The person who is responsible for managing this dwelling and is authorized to accept legal service on Owners' behalf is George Petkov & Polina Inkoulova.

36. **TERMS AND CONDITIONS**: Tenants and Owners agree that all terms in this Rental Agreement are material terms and that the violation of any one of them constitutes a breach of the entire Rental Agreement. Furthermore it is agreed that nonpayment of rent will cause all monthly rental payments remaining in the term to immediately become due unless the Owners expressly waives this acceleration in writing.

37. **RIGHTS OF OWNERS UPON DEFAULT**: If the Tenants fails to pay any installment of rent or any part thereof when due, or if Tenants or their guests shall violate any other term, condition, covenant, rules or regulation of this Rental Agreement or if Tenants shall fail promptly to take possession of or shall abandon the premises, Owners may terminate this Rental Agreement in accordance with the terms set forth below.

Upon default or breach by the Tenants, the Owners shall have the following rights to terminate this Rental Agreement:

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

(1) The Owners may deliver to the Tenants a written notice describing the violation and terminating the Rental Agreement within 5 days of delivery of the notice.

B. Eviction for Failure to Pay Rent. If the Tenants is 5 days or more late in paying the rent the Owners may send a notice that states that the Rental Agreement will end in 5 days, unless the Tenants pays all

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overdue rent or late charges, before that 5-day period ends. If the Tenants fail to pay the rent the Rental Agreement term automatically terminates and the Tenants will leave the residence and return the keys to the Owners.

C. Eviction For Damage, Nuisance, and Illegal Acts. If the Tenant, the Tenant's family or an invitee of the Tenant has caused substantial damage to the demised premises which Tenants 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/Rental Agreement Agreement, the Rental Agreement may be terminated by Owners by five (5) days' notice in writing to the Tenants.

D. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate threat to the health or safety of other residents or the Owners or the Owner's employees, or to the physical structure of the residence, then the Rental Agreement can be immediately terminated, without prior warning.

E. Notice of Termination. The Owners must notify the Tenants in writing when the Rental Agreement is terminated. This notice must be served on the Tenants by sending a prepaid first class properly addressed letter to the Tenants 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 Tenants. 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).

38. **SALE OF THE DWELLING** - If Owners have a purchase & sale agreement to sell this dwelling, or a portion of the building, or otherwise transfer its Ownership to another Party; they shall have the right to terminate this Agreement by giving Tenants written notice of at least 30 days. Tenants have the rights to terminate their lease after the sale of the building. They must give the new owner a 30 days' notice to terminate the lease.

39. **ILLEGAL PROVISIONS NOT AFFECTING LEGAL Provisions** - Whatever item in this Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared in the Agreement and it shall not affect the validity of any other item in the Agreement

40. **NON-WAIVER** - Should either Owners or Tenants waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Owners may know when accepting rent that Tenants are violating one or more of this Agreement's conditions, Owners in accepting the rent are in no way waiving their rights to enforce the breach. Neither Owners nor Tenants shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

41. **PEST INFESTATION**: It shall be cause for the Owners to terminate the Tenant's Rental Agreement if the Tenants causes or allows to be caused the infestation with pests and/or insects of the Tenant's unit, or the common areas of the premises or other Tenants' units. Tenant will be responsible to pay for the remediation of the pests.

42. **SMOKE DETECTORS**: Tenant agrees to and shall immediately report to Owners or Owners' agent(s) any and all malfunctions and/or the need for repairs, replacement of batteries or other repairs to any and all of the smoke detectors on the premises.

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43. **IDEMNIFICATION** – Tenants release Management from liability for and agrees to indemnify Management against losses incurred by Management as a result of (a) Tenants failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about the residence or premises to Tenant; Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against tenants as a result of Tenant's action.

44. **REFERENCE IN WORDING** – Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Owners' and Tenants' heirs, executors, administrators, or successors, as the case may be.

45. **ENTIRE AGREEMENT** – As written, this Agreement constitutes the entire agreement between the Tenants and Owners. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written. It is the intention of the parties herein that if any of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

46. **CONSEQUENCES** – Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable Rental Agreement.

47. **ACKNOWLEDGMENT** – Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Polina Inkoulova, GPPi, LLC
manager
3/28/2015
Owner / Management date

Ryan Brownwell
3/28/15
Tenant date

BY Person authorized to represent Owners date

Kelsi Wry
Kelsi
03/28/15
Tenant date