

## LEASE AGREEMENT

THIS LEASE, made and executed this 9th day of August, 2013, by and between Magnus and Lori Linden of 115 Alpine Rd., Portland, ME 04103, hereinafter collectively called "Lessor", and Catherine J. McInnis of 35 Winterberry Ct., Cumberland, ME 04021, 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 115 Alpine Rd, Portland, Maine and designated as Apartment 2 (hereinafter "the leased premises").

2. TERM: The lease term commences September 1, 2013 and ends at 12:00 p.m. July 31, 2014 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 thirty (30) 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 thirty (30) days' written notice of Lessee's intent to vacate the premises. If no notice is given of an 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 fourteen thousand eight hundred fifty Dollars (\$14,850.00) for the entire term of the lease which rent shall be paid in the amount of one thousand three-hundred fifty Dollars (\$1,350.00) 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.

All payments shall be by cash, 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.

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. If permission is granted, Lessor will charge a \$25 monthly fee for water, sewer and hot water use associated with washer.

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 out at curbside on Tuesdays.

l. TRAILERS, BOATS, MOTORCYCLES, SNOWMOBILES: No trailers, boats, motorcycles, all terrain vehicles or snowmobiles may be stored or parked on the premises.

m. PARKING: There are 2 off street parking space at the premises for the Lessee's use. 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.

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.

19. INDEMNITY: Lessee shall save 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.

20. 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*.

