

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between the Lessors, Mark D. Smith & Jennifer N. Litwinowich, hereinafter

"Landlord", and the Lessee(s): Kevin Franke, Reece Teixeira, Matthew West

hereinafter "Tenant". Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. This means that in the event of default by any one tenant, each and every remaining tenant shall be responsible for timely payments of rent in full and all other provisions of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 149 Sherwood St., in the city of Portland, Maine 04103, hereinafter "Premises", together with the following furnishings and appliances, hereinafter "Furnishings": GE Refrigerator (Model#:GESL6KEXCLS Serial #:25900026), GE Microwave (Model#:JVM154OSPISS Serial#:FT901679C), GE Range/Oven (Model#:JGB800SEP2SS Serial #MT201764P), Bosch Dishwasher (Model #:SHE5AL05UC/03 Serial#FD891100069), and five window blinds in bedrooms - 4 window blinds in kitchen/living area, 2 Monte Carlo Ceiling Fans, Steel Pegboard Pot Hanger, Magnetic Knife Bar, Frigidaire Dehumidifier (Model#FAD704DWD Serial# KN34809141)

Rental of the Premises also includes: Storage Shed

Clause 3. Limits on Use and Occupancy

The Premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: none

The term "Tenant's Guests" as used herein is defined as the Tenant's guests, family, agents, invitees, or any other person in and about the Premises with the permission or express written or implied consent of the Tenant.

Occupancy by Tenant's Guests for more than ten (10) days within one calendar month is prohibited without Landlord's written consent and will be considered a breach of this Agreement. If Tenant wants additional tenants to occupy the Premises during the term of this Agreement, and if the addition of said tenants does not exceed maximum occupancy limits, then Landlord may request additional tenants to complete the rental application process. A newborn or adopted child shall not be deemed an additional tenant.

Clause 4. Term of the Tenancy

The term of the rental will begin on 11/01/16 ("Start Date"), and end on 07/31/17. If Tenant vacates the Premises before the term ends, Tenant will be liable for the balance of rent for the remainder of the term.

A minimum of Thirty (30) days prior written notice to terminate is required from either party at the end of the term. Otherwise this Agreement shall continue on a month-to-month basis, which Tenant has notice of and agrees to by the payment of rent. If this Agreement continues on a month-to-month basis, termination by either party requires a minimum of thirty (30) days written notice to terminate. Tenant is responsible for rent during the entire notice period, even if Tenant moves out before the end of the notice period.

After either party gives notice of termination, the Landlord shall have the right to hold open houses for replacement tenants from 11:00am to 1:00pm each Saturday until this Agreement terminates. The Landlord shall also have the right to schedule individual showings during the day or early evening with twenty-four (24) hours notice to the Tenant for the last 30 days of tenancy.

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Clause 5. Payment of Rent

a. Regular Monthly Rent

Tenant will pay to Landlord a monthly rent of \$ 1,975.00 (this does not include any monthly increases for pets, if applicable – see Clause 16), payable in advance on the first day of each month. If Tenant mails payment to Landlord, the postmark on the envelope containing the rent will serve as the "rent received date." When the first day of the month falls on a Sunday or legal holiday, rent is due on the next day that the post office is open.

b. Pro-rated first month's rent

For the period from the Start Date (N/A), through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$ N/A. This amount will be paid on or before the Start Date. In the event that there are 10 days or less in the first month, then the next full month's rent will also be due.

c. Form of payment

Landlord will accept payment in these forms:

- personal check made payable to Mark Smith and Jennifer Litwinowich
- cashier's check or money order made payable to Mark Smith and Jennifer Litwinowich

d. Delivery of payment

Rent is to be mailed to:

Mark Smith & Jennifer Litwinowich
51 Number Nine Rd.
Cutler, ME 04626

Clause 6. Late Charges

Landlord does not waive the right to insist on payment of the rent in full on the date it is due. If Tenant fails to pay the rent in full before the end of the 15th day after it's due, Tenant will pay Landlord a late charge of 4% of one month's rent: \$ 79.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$10. Landlord has the right to insist on good as cash funds delivered to the Landlord to replace the bounced check amount.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 2,962.50 as a security deposit (this includes any additional deposit for pets, if applicable – see the Clause 16). This Agreement will not become a legal contract until the security deposit has been received and cleared the bank. Until that happens the Landlord reserves the right to cancel this Agreement. Landlord also reserves the right to refuse payment of the security deposit if it is made after the agreed upon due date. In these cases, this Agreement will not be binding on either party.

Landlord has the option to use the security deposit during the term of this Agreement to fulfill obligations of the Tenant under this Agreement. Landlord may withhold only that portion of Tenant's security deposit necessary to:

- i. remedy any default by Tenant in the payment of rent;
- ii. repair any Tenant-Liable Damages to the Premises and/or Furnishings (not for Normal Wear and Tear);
- iii. clean the Premises and/or Furnishings if necessary; and
- iv. compensate Landlord for any other losses as allowed by state law.

If the security deposit is used during the tenancy, Tenant shall be required to replenish used portions of the security deposit. Landlord also has the right to turn the security deposit over to a new property owner if the property is sold during the term of this Agreement.

Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the Premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Any refund shall be divided equally between each Tenant signing this Agreement unless the Tenants provide the Landlord with a written agreement signed by all Tenants that states otherwise.

In the case of more than one Tenant signing this Agreement: if one Tenant terminates their tenancy under this Agreement, all remaining Tenants are still responsible for maintaining the full sum of the security deposit. Landlord shall retain the full security deposit until all remaining Tenants end their tenancy. Landlord will only refund a portion of the security deposit to the outgoing Tenant after the following conditions are met:

- i. all Tenants and Landlord agree in writing how to allocate the funds,
- ii. all Tenants and Landlord agree in writing the damages for which the outgoing Tenant is responsible, and
- iii. the remaining Tenant(s) pays the outgoing Tenant's portion of the security deposit to Landlord to ensure that the full security deposit is maintained.

Clause 9. Possession of the Premises

Possession is contingent on the first month's rent and security deposit being received in good funds or clearing Tenant's bank if accepted in the form of a personal check.

a. Tenant's Failure to Take Possession.

If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's Failure to Deliver Possession.

If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 10. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the Premises for ten (10) or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 11. Assignment and Subletting

Tenant will not sublet any part of the Premises or assign this Agreement without Landlord's prior written consent.

Clause 12. Utilities

Tenant will pay all utility charges except for the following, which will be paid by Landlord:
Water, Sewer, Stormwater Surcharge

Upon move in Landlord will record amount of propane in the Propane tanks. Upon vacating the tenant agrees to deliver the tanks with the same amount. Any amount less than the recorded amount, upon vacating, will be reimbursed to Landlord and any overage will be reimbursed to Tenants at the per gallon rate on the date of the last day of tenancy.

Ⓞ MOVE-IN, PROPANE IS AT 50%

[Signature] RT KE NW

Nov 1, 2016

Clause 13. Maintenance and Cleaning Responsibilities

a. Definitions

- i. "Normal Wear and Tear" as used herein is defined as any natural deterioration to the Premises and/or Furnishings that occurs through reasonable use without negligence, carelessness, or abuse by Tenant or Tenant's Guests.
- ii. "Tenant-Liable Damage" as used herein is defined as any damage to, loss of, or unhealthful, unsafe, or unsanitary condition of the Premises and/or Furnishings that is found to be caused by the intentional, accidental, wrongful, or negligent acts or omissions by the Tenant or Tenant's Guests.

b. Landlords Responsibilities

- i. Providing working smoke/carbon monoxide detectors at the commencement of this Agreement.
- ii. Repair and replacement of Furnishings that cease to function for their intended purpose, unless caused by Tenant-Liable Damage. This repair and replacement responsibility is superseded by a Tenant's responsibility of the same for any specifically listed Furnishings, if so stated in section "c" of this clause.
- iii. Repair and replacement of major failures of electrical, heating, plumbing and other significant systems in the Premises so long as said failures are not caused by Tenant-Liable Damage.

c. Tenant's Responsibilities

- i. Changing batteries in smoke/carbon monoxide detectors as needed.
- ii. Lawn mowing.
- iii. Snow removal on driveway, stairs and deck. Shovel snow to make a path for propane delivery drivers to access gate to propane tanks from roadway to gate door closest to tanks. Keeping ice on exterior stairs, entryways, and walkways sanded to prevent slips and falls. Keep salt/sand bucket handy.
- iv. Keeping and maintaining the Premises and Furnishings in clean, sanitary, and good condition, including preventing mold, pests, and any other unhealthful, unsafe, or unsanitary condition.
- v. Maintaining the interior non-structural portions of the Premises including but not limited to floors, walls, ceilings, paint, windows, storm windows, screens, doors, storm doors.
- vi. Keeping all sewage and other plumbing drains clear of stoppages (see section "h" of this clause).
- vii. Procuring and maintaining a policy of renter's insurance, including liability coverage, in accordance with the terms of this Agreement. You are responsible for securing your own policy to insure the contents of your apartment and all personal property. Landlords are not responsible for loss or damage to your household goods or vehicle(s) in the event of fire, water, electrical, or smoke damage, theft or other misfortune; nor are we responsible for vehicles parked on-site. Landlords will not reimburse you for expenses related to damage or loss of personal property. Tenants are also required to show proof of insurance at or prior to move-in.
- viii. Protect wood floors by placing furniture legs on carpeting or using furniture pads.

d. Damage to Property

Tenant is responsible for Tenant-Liable Damage occurring during the term of this Agreement. Tenant shall not be held responsible for Normal Wear and Tear.

e. Notice of Damage

Tenant shall give Landlord or Landlord's agent immediate notice of any damage to, loss of, or unhealthful, unsafe, or unsanitary conditions involving the Premises and/or Furnishings. Any damage resulting from the Tenant's failure to give prompt notice shall be the responsibility of the Tenant.

f. Manner of Repair

Tenant agrees that Landlord shall have the right, at Landlord's reasonable discretion and in accordance with federal, state, and local law and codes, to decide on the manner in which the Premises and/or Furnishings shall be repaired, replaced, or cleaned, and the manner in which an unhealthful, unsafe, or unsanitary condition shall be remedied. Tenant will not conduct repairs, remedies, or replacements without prior written approval of Landlord.

g. Cost of Repair

Tenant is obligated to pay for the costs of any repairs, replacements, cleaning, or remedies resulting from Tenant-Liable Damages. Tenant is further obligated to reimburse Landlord, on demand by Landlord, for such costs if paid for by Landlord.

h. Plumbing

As of the date of this Agreement, Landlord warrants that the sewage drains at the Premises are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, hard items, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or paper not designed for sewage drains. Tenant agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest to in writing, were caused by defective plumbing, tree roots, or a result of weather. Tenant agrees to keep on hand and properly use a plunger or liquid drain cleaner when necessary to unclog drains and prevent water overflow from toilets, sinks and bathtub.

i. Returning Premises and Furnishings in Same Condition as Received

Upon taking possession of the Premises, Tenant has examined the Premises and Furnishings, including, fixtures, floors, windows, and paint, and has found them to be in good, safe, and clean condition and repair.

Upon termination of the tenancy, Tenant shall return the Premises and Furnishings to Landlord in a condition identical to that which existed when Tenant took occupancy, except for Normal Wear and Tear. Tenant agrees to leave premises and furnishings in a clean and orderly condition. Landlord is not responsible for items left at the Premises after Tenant has vacated the Premises.

j. Tenant's Property

Landlord is not responsible for lost, stolen or damaged property of the Tenant or Tenant's Guests, except when caused directly by Landlord's actions or Landlord's neglect.

Clause 14. Repairs and Alterations by Tenant

Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the Premises and/or Furnishings, including but not limited to painting the Premises, additions to or altering of the physical structure, electrical system, heating or cooling, or plumbing.

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

Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the Premises or install any burglar alarm system. If Landlord gives such consent, Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any new burglar alarm system within forty-eight (48) hours of the change.

Clause 15. Additional Provisions

Additional provisions are as follows:

a. Parking

Tenants are responsible for the immediate clean up of any excessive gas, oil, transmission, or radiator leaks on the driveway. Tenants who fail to clean up any said leaks will be charged for clean up. Upon termination of tenancy, the repair cost for asphalt damage caused by said leaks will be deducted from Tenant's security deposit.

b. Keys and Lost Key Charges

The following keys are provided to Tenant: Front Door, Back Door, and Back Storm Door.

Tenant acknowledges that a lost key shall be deemed a security risk and will necessitate the rekeying of the locks on the Premises. Tenant agrees to inform Landlord of a lost key and agrees to pay for rekeying the locks and for all new keys. Upon termination of this Agreement, Tenant will surrender to Landlord all keys to locks, and in the event of Tenant's failure to do so, Tenant will pay Landlord for the cost of rekeying the locks and for all new keys.

c. Smoking is Prohibited

No smoking by Tenant or Tenant's Guests is allowed anywhere on the Premises. Any damage caused by smoking, including the smell of smoke and discoloration of paint, shall not be considered Normal Wear and Tear. Tenant acknowledges and agrees that smoking inside the Premises is grounds for immediate eviction at Landlord's option.

d. Trash

The exterior of the building and driveway must be kept clean and free of trash. Tenant's trash is prohibited from being placed in these areas. Trash must be kept in the shed in a secure trash can until trash day, when it is placed near the street in the front of the building.

e. Water Beds are Prohibited

Tenant shall not use or allow any water beds on the Premises.

f. Attic

Tenant shall not use or store items in the attic or use the attic stairs for any reason.

Clause 16. Pets

No pets shall live on or visit the Premises without prior written consent of the Landlord.

Clause 17. Landlord's Right to Access

Landlord or Landlord's agents may enter the Premises in the event of an emergency, to make repairs or improvements, or to show the Premises to prospective buyers or tenants. Landlord may also enter the Premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant 24 hours notice before entering.

Clause 18. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the Premises. Tenant and Tenant's Guests will not use the Premises (or adjacent areas) and/or Furnishings in such a way as to:

- i. violate any law or ordinance, including the use, possession, or sale of illegal drugs and underage drinking; or
- ii. commit waste (severe property damage); or
- iii. create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of nearby residents.

Clause 19. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's Guests to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

a. Notice of Violation.

Serious or repeated violations of the terms of this Agreement can result in termination of this Agreement and eviction of Tenant. Except for failure to pay rent (see section "b" of this clause) or dangerous actions by Tenant (see section "c" of this clause), if Tenant does not live up to the terms of this Agreement, the following will occur:

- i. Landlord will deliver to Tenant a written notice describing the violation and demanding that Tenant cease the violation within 10 days of delivery of the notice.
- ii. If Tenant does not comply within that 10-day period, Landlord will deliver to Tenant a second written notice that this Agreement will end within 30 days. On that day, the term of this Agreement automatically terminates and Tenant will leave the Premises and return the keys to Landlord.

b. Eviction for Failure to Pay Rent.

If Tenant is 7 days or more late in paying the rent, Landlord may send a notice that states that this Agreement will end in 7 days, unless Tenant pays all overdue rent or late charges before that 7 day period ends. If Tenant fails to pay the rent, the term of this Agreement automatically terminates and Tenant will leave the Premises and return the keys to Landlord.

c. Eviction For Dangerous Acts.

If Tenant's actions pose an immediate threat to the health or safety of other residents or Landlord or Landlord's agents or to the physical structure of the Premises, then this Agreement can be immediately terminated, without prior warning.

d. Notice of Termination.

Landlord must notify Tenant in writing when this Agreement is terminated. This notice must:

- i. State the reasons for termination with enough specificity to allow Tenant to prepare a defense;
- ii. Advise Tenant that if a judicial proceeding for eviction is commenced, Tenant has the right to present a defense in that proceeding; and
- iii. Be served on Tenant by sending a prepaid first-class properly addressed letter (return receipt requested) to Tenant at the Premises or by delivering a copy of the notice to the Premises.

e. Forcible Eviction.

Landlord will not physically force Tenant out by removing Tenant's possessions or by changing the lock on Tenant's door or by any other method. Tenant can be forcibly removed from the Premises only by a law enforcement officer after a Maine Court has ordered eviction. Tenant will be given prior notice of the court eviction hearing and will have a chance to testify. Only after this hearing can the court order Tenant's forcible eviction.

Clause 20. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall not recover reasonable attorney fees, court costs, or any costs reasonably necessary to collect a judgment, except in cases of wanton disregard of the terms of this Agreement.

Clause 21. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Disclosure of Radon Gas Hazards In A Residential Rental Property
- Other disclosures: Energy Efficiency Disclosure for Rental Units in Maine

Clause 22. Authority to Receive Legal Papers

The Landlord, any person managing the Premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: 51 Number Nine Road, Cutler, ME 04626
- The manager, at the following address: _____
- The following person at the following address: _____

Clause 23. Validity of Each Part

If any provision is held to be unenforceable, the parties agree that the court shall modify and interpret the provision so that as modified the provision is consistent with the law and achieves the intended purpose of the provision. In addition, if any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement

Clause 24. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

<u>10-4-16</u>	<u>[Signature]</u>	<u>Landlord</u>
Date	Landlord	Title
<u>10/4/16</u>	<u>[Signature]</u>	<u>Landlord</u>
Date	Landlord	Title
<u>51 Number Nine Road, Cutler, ME 04626</u>	<u>207-747-5603 207-835-9756</u>	
Address	Phone	

<u>10/4/16</u>	<u>Matthew West</u>	<u>[Signature]</u>	<u>508 816 7723</u>
Date	Tenant		Phone
<u>10/4/16</u>	<u>Reece Teixeira</u>	<u>[Signature]</u>	<u>207 740 1647</u>
Date	Tenant		Phone
<u>10/4/16</u>	<u>KEVEN FRAUKE</u>	<u>[Signature]</u>	<u>[Signature] 774-278-1164</u>
Date	Tenant		Phone