

LEASE AGREEMENT

LANDLORD: _____

TENANT: _____

This Lease Agreement (“Lease”) is made this day and entered into by and between Landlord, its heirs, successors, and assigns, and the above-listed Tenant(s) (“Tenant” and with Landlord, the “Parties”). For and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. PREMISES: Lessor hereby leases to Tenant the premises located at _____ (the “Premises”).

2. TERM: The initial term of this Lease shall begin on _____ and expire at 12:00 p.m. on _____, unless earlier terminated pursuant to Paragraph 39. After the initial term ends, this Lease shall automatically renew from month-to-month. This month-to-month tenancy may be terminated at any time by a 30-day written notice from Landlord to Tenant or Tenant to Landlord. This Lease shall automatically terminate on the last day of the month in which the death of the Tenant occurs. In the event more than one Tenant occupies the Premises, this provision shall only apply upon the death of the last surviving Tenant.

3. CONFIRMATION: This Lease is subject to confirmation and verification of all information provided by Tenant to the Landlord on the Rental Application, including but not limited to source of employment, income levels, and resources. This Lease is also subject to a satisfactory check of references, payment in full of the security deposit and first month’s rent and prompt surrender of possession of the Premises by any current tenant. Tenant agrees and acknowledges that the discovery of false statements made in connection the Rental Application or that induced Landlord to execute this Lease shall be grounds to terminate this Lease. The Landlord will not be liable to the Tenant for any consequential damages arising pursuant to this paragraph.

4. RENT: Commencing _____, monthly rent of \$_____, shall be due and payable to Landlord in advance of, without notice, on or before the _____ day of each calendar month. Rental payment shall be delivered by Tenant to Landlord, or Landlord’s designated agent, to the following location: _____, or at such other location as Landlord may specify in writing. A late charge of 4% will be assessed on all rental amounts not paid within fifteen (15) days when due.

Rent must be actually received by Landlord, or Landlord’s designated agent, on the date specified above, in order to be considered timely paid. Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in this Lease shall be deemed to be nothing more than partial payment on that month’s account. Any and all partial payments accepted by the Landlord shall be applied to the rent arrearage (or any other monetary obligation under this Lease) which first became due and no partial payment shall be applied to the current month’s rent until all outstanding arrearages have been paid in full despite any endorsement, stipulations, or other statement on any check or money order. Under no circumstances shall the Landlord’s acceptance of a partial payment constitute an accord and satisfaction. Landlord’s acceptance of a partial payment will not forfeit Landlord’s right to collect the balance due on the account, despite any endorsement, stipulation or other statement on any check or money order.

5. HOLDOVERS: If Tenant remains on the Premises beyond the expiration of any term of this Lease or following the expiration of any Notice to Quit, without the written permission of the Landlord, then the rent for the holdover period shall be \$_____ per month.

6. INITIAL PAYMENT: Prior to occupancy, Tenant shall pay, in the form of cash or cashier's check, the first month's rent of \$_____, last month's rent of \$_____, and the security deposit, (landlord may charge up to 2 times the rent) set forth in the next paragraph.

7. SECURITY DEPOSIT: Tenant shall deposit with Landlord the sum of \$_____ as a security deposit. **Tenant may not use the security deposit for rent owed during the term of the Lease, including as last month's rent.** Upon termination of the tenancy, Landlord shall retain such portion of the security deposit as is necessary to cover the cost of repairs or any damage to the Premises (excluding ordinary wear and tear), unpaid rent, utilities, or other charges, including, but not limited to, any balance due on any repayment agreement, cleaning fees, and the cost of storage and disposal of unclaimed property, if any. A written statement will be sent to Tenant's last known address within thirty (30) days of the termination of tenancy with reasons for retention of any portion of the security deposit. Any unpaid rent payments due and/or repair cost for damages caused by tenant left unpaid shall accrue interest of 1.5% per month, compounded monthly, until such time as entire balance due (including late rent, damages and interest) are paid in full.

The Parties agree that the need for Landlord to repaint the Premises due to Tenant's use and occupation does not constitute normal wear and tear. If necessary, Landlord may use the security deposit for the expense of repainting the premises. In the event that the Premises is designated as a **non-smoking unit**, the Parties agree and acknowledge that the need to clean and remediate due to smoking does not constitute normal wear and tear. The Landlord may use the security deposit for cleaning and remediating smoking on the Premises.

It is the Tenant's responsibility, prior to vacating the Premises, to **clean the entire unit** including but not limited to, the **stove, oven, exhaust fan, refrigerator, closets, walls, cabinets, floors, and windows. All carpets** will be free of dirt and odor and must be **shampooed** prior to vacating. **Refrigerators** are to be **defrosted, turned off and the doors left open.** There will be no scores, stains, or holes in any wall. No indentations or scratches in wood, tile or resilient flooring, doors or trim and no damage to carpeting will be accepted by the Landlord. All burned out light bulbs will be replaced. **Smoke alarms and or CO detectors will be in place and undamaged with working batteries.** All debris and rubbish will be removed from the Premises. All personal property will be removed.

Landlord may charge labor rates of \$_____ per hour for cleaning, repairs and packing abandoned property left on the Premises. Tenant agree that the security deposit will be returned to the following person(s) _____
_____. If the security deposit is returned to more than one person, then it shall be returned to each person in an equal proportionate amount at the end of the Lease.

8. PAYMENTS PENDING LITIGATION: Tenant shall be responsible to pay rent and otherwise comply with this Lease through the date that possession of the Premises is surrendered to the Landlord for any reason. The Parties agree and acknowledge, however, that notwithstanding the foregoing, they do not intend to create any type of new tenancy beyond this Lease.

9. OCCUPANTS: The Premises shall not be occupied by any person other than those designated above as Tenant, with the exception of the following person(s):_____. Tenant shall obtain Landlord's prior written consent prior to allowing any other person not named in this Lease to reside in the Premises. If Landlord allows for additional persons to occupy the premises, the rent shall be increased by \$ _____ per month per person. Any person staying seven (7) days at the Premises within a one-year period, without the Landlord's prior written consent, shall be considered to be residing in the Premises in violation of this Lease.

10. SUBLETTING OR ASSIGNING: Tenant agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from the Landlord. The Landlord has absolute discretion to deny permission.

11. ADDENDA: Any Tenant occupying a unit pursuant to any Federal or State of Maine program may have a Lease Addendum (“Addendum”) that governs various aspects of their tenancy, and which may be in conflict with the terms of this Lease. If there is an applicable Addendum, it will be signed by both Parties and attached to and made a part hereof. In the event of conflict, the terms and conditions in an Addendum shall supersede any conflicting term in this Lease. Any violation of an Addendum shall be deemed to be a breach of this Lease.

12. UTILITIES AND SERVICES: Utilities / services shall be paid by the parties as follows:

PROVIDED BY (Check one)

Electricity	LANDLORD _____	TENANT _____	Driveway Snow Removal	LANDLORD _____	TENANT _____
Common Area Lighting	LANDLORD _____	TENANT _____	Driveway Sanding	LANDLORD _____	TENANT _____
Furnace Electricity	LANDLORD _____	TENANT _____	Walkway Snow Removal	LANDLORD _____	TENANT _____
Propane/Nat Gas	LANDLORD _____	TENANT _____	Walkway Sanding	LANDLORD _____	TENANT _____
Heating Fuel	LANDLORD _____	TENANT _____	Deck/Doorstep Snow Rem	LANDLORD _____	TENANT _____
Hot Water (heating)	LANDLORD _____	TENANT _____	Decks/ Doorstep Sanding	LANDLORD _____	TENANT _____
Water/Sewer Basic Min.	LANDLORD _____	TENANT _____	Telephone	LANDLORD _____	TENANT _____
Trash Removal/Bags	LANDLORD _____	TENANT _____	Internet	LANDLORD _____	TENANT _____
Other			Cable TV	LANDLORD _____	TENANT _____

Air Conditioning: Additional charges apply when Tenant installs air conditioners where Landlord provides electricity. THE LANDLORD MUST GIVE PERMISSION IN WRITING BEFORE THE INSTALLATION OF AN AIR CONDITIONER. IN THE EVENT THAT TENANT INSTALLS AN AIR CONDITIONER, TENANT SHALL PAY AN ADDITIONAL \$ _____ IN MONTHLY RENT PER AIR CONDITIONER.

Tenant shall be obligated to pay the foregoing amount(s) while air conditioners are installed, regardless of whether Tenant is using them or not.

_____(CHECK ONLY IF APPLICABLE) If the unit is located in a multi-unit building and if Tenant is responsible for common area electricity, heat, or any other utility to the common areas or other areas not within the Premises, the Parties agree, pursuant to 14 M.R.S § 6024, that they have specifically agreed to a reduction in rent to approximate the cost to the Tenant. The reduced amount of rent is already reflected in the amount stated above. The amount that Tenant’s rent has been reduced is \$ _____. The Parties agree and acknowledge that this stated reduction in rent approximates the actual cost of providing heat or other utilities to the common areas.

If Landlord is responsible for paying for heat, water and/or sewer, and if the cost for any such utility increases by more than fifteen percent (15%) from the cost for the previous calendar year, then Landlord may increase the rent under this Lease to account for any such increase. If Tenant is responsible for paying for heat, water and/or sewer, Tenant is responsible for all charges associated with these utilities up to the date Tenant vacates the Premises. **If Tenant receives a utility bill from Landlord, the bill must be paid within 10 days of receipt.**

13. USE OF PROPERTY: Tenant shall use the Premises only for residential purposes, except for incidental use in trade or business (such as telephone solicitation of sales orders or arts and crafts created for profit), so long as such incidental use does not violate local zoning law or affect the Landlord’s ability to obtain fire or liability insurance. No article or substance will be kept on the Premises, nor any activity or occupation conducted, which is illegal, noisy or dangerous.

14. TENANT'S DUTY TO MAINTAIN PREMISES: Tenant shall keep the Premises in a clean and sanitary condition, free from vermin, rodents, and/or insects, and will otherwise comply with all state and local laws and ordinances regarding the maintenance of property. If Tenant, any member of Tenant's household, or their respective guests or invitees, causes damages to the Premises, other than normal wear and tear, Tenant will cause the damage to be repaired, in a workmanlike manner, at Tenant's own expense. If Tenant fails to have such damage repaired after reasonable written notice by the Landlord, the Landlord may cause such repairs to be made and the Tenant will be liable to Landlord for the reasonable expenses thereby incurred by Landlord. Tenant shall pay any such expenses within 30 days of Landlord's written demand therefor. Failure to timely pay such expenses shall be grounds for termination of this Lease.

Tenant shall provide appropriate climate control for the Premises, keeping the unit clean and take other measures to hinder and prevent mold and mildew from accumulating. Tenant agrees to clean and dust on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant shall not block or cover any heating or air conditioning ducts. Tenant shall immediately report to the Landlord: (1) any evidence or a water leak or excessive moisture in the Premises or any 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 or doors. Tenant shall be responsible for damage to the Premises and Tenant's property therein, as well as any injuries to Tenant, any member of Tenant's household, or their respective guests or invitees, Landlord's employees or agents, or any other tenants, resulting from Tenant's failure to comply with this Lease.

15. BEDBUGS AND OTHER INSECTS: Tenant agrees to promptly notify Landlord when the Tenant knows of or suspects an infestation of bedbugs in the Premises. Tenant agrees to fully cooperate with the Landlord and any pest control agent hired by Landlord, including but not limited to complying with all reasonable measures to find, eliminate, and/or control the bedbug infestation. If Tenant is the source of the bedbug infestation, Tenant shall be solely responsible for all direct or consequential damages arising therefrom. Failure of the Tenant to fulfill any obligations under this Paragraph shall be grounds for termination of this Lease.

16. PARKING: TENANT _____ is or _____ is not assigned a parking space. If assigned, Tenant may only park a vehicle in that space that is registered in Tenant's name. Tenant may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the Tenant. No other type of vehicle or item may be stored in this space without Landlord's prior written consent. Tenant may not wash, repair, or paint any vehicle in this space or at any other common area on the premises. _____

Tenant agrees and acknowledges that Tenant is not permitted to keep or maintain any inoperable or unlicensed vehicle, or any trailer, boat, or motorcycle in the parking lot or on any other portion of the property on which the Premises is located, without Landlord's prior written consent. Tenant also agrees and acknowledges that any such inoperable or unlicensed vehicle, or trailer, boat, or motorcycles, may be towed away at Tenant's sole expense.

17. FUEL TANKS: If Tenant is responsible for heat, then Tenant agrees and acknowledges that Tenant, upon vacating the Premises, shall cause the fuel tank to be filled to the same level as at the start of this Lease. Landlord and Tenant agree that at the start of the term the fuel tank had _____ gal/lbs. If Tenant fails to refill the fuel tank in accordance with this Paragraph, Tenant shall be liable to Landlord for the cost of refilling the fuel tank. In the event Tenant is so liable to the Landlord, Landlord may, but is not required to, use the security deposit as reimbursement for refilling the fuel tank.

18. STORAGE: Tenant shall not store or erect without Landlord's prior written consent any swing sets, trampolines, dog houses, tires, or other structures upon any part of the Premises or the grounds where the building is located. Toys must be picked up and stored inside daily.

19. KEYS AND LOCKS: Tenant shall not change the locks to the Premises. If the Tenant changes the locks and does not provide the Landlord with a duplicate key, Landlord may, in the case of emergency, gain admission through whatever reasonable means necessary and charge Tenant reasonable costs for any resulting damage. If Tenant changes the locks and refuses to provide Landlord with a duplicate key, Landlord may terminate this Lease with a 7-day notice.

Tenant shall not make or give anyone a key to the Premises without written permission from the Landlord. There will be a replacement cost of \$_____ for lost keys. Tenant may be charged a \$ _____ fee for a lockout.

20. CONDITION OF PREMISES: Tenant agrees and acknowledges that Tenant has inspected the Premises and it was clean, in good repair, and all items, fixtures, and appliances are in complete working order. Tenant shall keep the Premises in a neat and sanitary condition and immediately reimburse Landlord for any sums necessary to repair any item or fixture that needed service due to the misuse or negligence of Tenant, any member of Tenant's household, or their respective guests or invitees.

Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred in toilet, shower, or sink drains. Tenant shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, pasta, rice or any other item that normally causes blockage of the mechanism.

Garbage must be bagged and kept in containers with lids/tops and must be disposed of weekly on specified town trash pickup day. Trash not disposed on weekly pickup and/or trash left outside of containers can be cleaned up by Landlord and Tenant will be billed \$_____per violation of said condition.

21. SMOKING. _____ (CHECK ONLY IF APPLICABLE) Tenant agree not to smoke, or allow members of Tenant's household, or their respective guests or invitees to smoke or use prohibited tobacco products anywhere in the Premises and interior areas (including but not limited to hallways, basements, or other common areas), as well as in outdoor areas within 25 feet from building on the Premises.

The terms smoke, smoking, or prohibited tobacco products, as those terms are used herein, shall include, without limitation: (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes; (2) to the extent not covered by (1), wastepipes (hookahs); (3) burning marijuana from any source; including but not limited to cooking marijuana; and (4) electronic nicotine delivery devices or electronic smoking devices, which are defined as electronic devices that can be used to deliver an inhaled dose of nicotine, or other substances. Electronic nicotine delivery devices or electronic smoking devices shall include, without limitation, any device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, or any other similar product name or descriptor.

22. FIRE PREVENTION. Tenant hereby acknowledges that Tenant has inspected the smoke detectors and carbon monoxide detectors and found them to be in good working order.

Tenant

Tenant

23. EXTERMINATION: Tenant agrees and acknowledges that the Premises are free of any pests, vermin, and/or insects including bed bugs. Except as otherwise provided herein, any extermination of vermin, pests, and/or insects including without limitation ants, roaches, termites, mice, rats, rodents, bats, flies, or ladybugs shall be the sole expense and responsibility of Tenant. Tenant shall take all reasonably practical steps to prevent an infestation of the Premises. Tenant shall immediately notify Landlord of any infestation. Tenant shall cooperate and follow the directions of a licensed exterminator.

In the case of any insect infestation affecting a Tenant's animal, the Tenant must take the animal to the veterinarian as soon as reasonably practical and provide the Landlord with documentation from the veterinarian that the treatment has been completed. If a Tenant fails to strictly follow the instructions provided by the pest company providing the service, and re-infestation occurs within the next two months, the Tenant will be charged the full amount of the extermination to the Premises and any common areas.

24. ALTERATIONS: Tenant shall not make any alterations to the Premises, including but not limited to installing aerials, satellite dish, lighting fixtures, dishwashers, washing machines, dryers or other items without Landlord's prior written consent. Tenant shall not change or install locks, paint, or wallpaper upon the Premises without Landlord's prior written consent. Tenant shall not place blankets, placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

25. BAD CHECK: Rent paid with a check returned for non-sufficient funds shall be considered not timely paid and a \$_____ returned check fee will be charged to Tenant, which becomes a part of the rental arrearage. Tenant shall be required to make future rent payments by credit card, if available, or with a cashier's check or money order.

26. NOISE/DISTURBANCES: Tenant agrees to act, and cause other members of their household, and their respective guests, and invitees to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and is conducive to maintaining the Premises in a decent, safe, and sanitary condition. Tenant also agrees to act, and cause other members of their household, and their respective guests, and invitees to act in a cooperative manner with neighbors, Landlord's staff, employees, and agents, and to refrain from and cause other members of the household, and their respective guests, and invitees to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Landlord's staff, employees, and agents. The Tenant agrees that the Landlord has the right to bar from the Premises any visitor, guest, or invitee who, in the opinion of the Landlord is causing a nuisance or any other problem, or who is not in compliance with the terms and conditions of the Lease, or of federal, state, or local law or ordinance. Tenant is prohibited from allowing any individual who has been barred by the Landlord to enter the Premises.

27. LANDLORD'S RIGHT OF ENTRY: Tenant agrees that, upon reasonable advance notice, Landlord's agents, employees, and/or contractors shall be permitted to enter the Premises during reasonable hours to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Except in the case of emergency or if it is impracticable to do so, Landlord shall give the tenant reasonable notice of Landlord's intent to enter and shall enter only at reasonable times. Landlord may enter the Premises at any time without advance notice where there is reasonable cause to believe an emergency exists in the Premises. The Parties agree and acknowledge that normal business hours shall be presumed to be reasonable hours and twenty-four (24) hours is presumed to be a reasonable notice in the absence of evidence to the contrary. Landlord is permitted to make all alterations, repairs and maintenance that in Landlord's judgment is necessary to perform. If the work performed requires that Tenant temporarily vacate the unit, then Tenant shall vacate for this temporary period upon being served a seven (7) day notice by Landlord. Tenant agrees that in such event that Tenant will be solely compensated by a corresponding reduction in rent for those many days that Tenant was temporarily displaced. If the work to be performed requires the cooperation of Tenant to perform certain tasks, then those tasks shall be performed upon serving twenty-four (24) hour notice by Landlord.

28. REPAIRS BY LANDLORD: Where a repair is the responsibility of the Landlord, Tenant must notify Landlord with a written notice stating what item needs servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item. Under no circumstances may Tenant withhold rent unless said item constitutes a substantial breach of the warranty of habitability. Tenant must notify Landlord of any dangerous conditions or the need for repairs to the Premises and will guard against loss or risk to Tenant and others until such time as the Landlord has had a reasonable opportunity to address the problem.

29. PETS: Tenant and Tenant's invitees or guests may not keep on or about the Premises any dog, cat, bird, fish, or other non-human animal without Landlord's prior written consent. If Landlord does permit Tenant to keep a pet, Tenant shall be obligated to pay a nonrefundable animal fee of \$_____ per month per each animal. Only the pets listed below are allowed:
_____.

30. FURNISHINGS: No liquid filled furniture of any kind may be kept on the Premises.

31. FIRE PITS/BARBEQUES: No fire pits or open flames shall be allowed on or about the Premises. Gas and charcoal grills must be at least ten feet from any combustible material, including but not limited to any building or other structure. Tenant shall not have any open flames or candles on the Premises without Landlord's prior written consent.

32. HEAT LOSS FEE/THERMOSTAT: In the event that Tenant allows a window or windows to remain open for a period of time exceeding 15 minutes from October 1st to April 30th, Landlord may assess a heat loss fee of \$_____ per day, which becomes part of rent for that month. Landlord provided heat will not be available between May 1 and September 30.

Tenant shall not alter or tamper with any thermostat lock or temperature limiting device. Tenant shall be responsible for any costs of repair and Landlord may assess an excessive heat use fee of \$_____, which becomes part of rent for that month. Landlord has the sole discretion to waive the excessive heat use fee.

33. POSSESSION: In the event that Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the term hereof through no fault of Landlord or its agents, then Landlord shall have no liability to Tenant, but the rental herein shall abate until possession is given. Landlord shall have thirty (30) days in which to give possession. If possession is tendered within thirty (30) days of the commencement of the term, then Tenant agrees to accept delivery of the Premises and shall be responsible for rent from the date of delivery. In the event that Landlord is unable to deliver possession of the premises within thirty (30) days of the commencement of the term, then this Lease and all rights herein shall automatically terminate.

34. ABANDONMENT: Tenant shall notify Landlord of Tenant's intent to be absent from the Premises for more than fourteen (14) consecutive days. Tenant agrees and acknowledges that, in the event that Tenant has been absent from the unit for fourteen (14) consecutive days without prior notice to Landlord and the Tenant's rent for the current month remains unpaid, then Landlord may determine that Tenant has abandoned the Premises. In the event that Landlord determines that Tenants has abandoned the Premises, then this Lease shall be automatically terminated and Landlord may retake the Premises. **Abandonment does not relieve Tenant from any remaining obligations under this Lease, including but not limited to the payment of rent for the remainder of the term hereof.**

35. VALIDITY/SEVERABILITY: If any provision of this Lease is held to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of any other provision hereof.

36. ATTORNEY FEES: Landlord shall be entitled to recover from Tenant the Landlord's reasonable attorneys' fees after a contested hearing to enforce this Lease, in cases of wanton disregard of the terms of the Lease.

37. NOTICES: All notices required to be given to Tenant under this Lease shall be in writing and delivered to Tenant or an adult member of the household residing in the Premises or sent by prepaid first-class mail properly addressed to Tenant. Notice given as set forth herein shall constitute actual notice and shall be sufficient for all purposes, including but not limited to notice of termination of this Lease. All notices to the Landlord shall be served by mailing first-class mail properly addressed to:
_____.

38. PERSONAL PROPERTY OF TENANT: Landlord shall dispose of all Tenants' personal property in accordance with 14 M.R.S. § 6013.

39. BREACH: Landlord may terminate this Lease and/or Tenant's tenancy for violation of the terms of this Lease or applicable Federal, State, or local law. Except as otherwise provided in this Lease, Landlord shall carryout the termination of this Lease and/or Tenant's tenancy pursuant to this Paragraph.

Eviction for Failure to Pay Rent or Other Charges. In the event that Tenant is seven (7) or more days late in the payment of rent and/or other charges under this Lease, Landlord may terminate this Lease and/or Tenant's tenancy by serving a notice that informs Tenant that if the Tenant pays the total amount due as of the date of the notice before the notice expires, then the notice as it applies to rent arrearage is void; and that after the notice expires, if Tenant pays all rental arrears, late fees, other fees or charges listed in the notice, all rent due as of the date of payment, and any filing fees and service of process fees paid by Landlord before the writ of possession issues at the completion of the eviction process, then Tenant's tenancy will be reinstated. If the Tenant fails to comply with the foregoing terms of the notice, the Lease term automatically terminates and Tenant shall vacate the Premises and return the keys to Landlord.

Eviction for Damage, Nuisance, Other Lease Violations. If Tenant, any member of Tenant's household, or their respective guests or invitees has caused substantial damage to the Premises or any building owned by Landlord, or has caused or permitted the Premises to become unfit for human habitation, then this Lease and/or Tenant's tenancy may be terminated by Landlord by seven (7) days' notice in writing to Tenant.

Eviction for Dangerous Acts, Criminal & Drug Activity. If the actions of Tenant, any member of Tenant's household, or their respective guests or invitees pose an immediate threat to the health or safety of other residents or Landlord or its employees, or to the physical structure of the Premises or if Tenant, any member of Tenant's household, or their respective guests or invitees engage in criminal activity, then this Lease and/or Tenant's tenancy may be terminated by Landlord by seven (7) days' notice in writing to the Tenant.

Other. In any other case, Landlord may terminate this Lease and/or Tenant's tenancy by thirty (30) days' notice in writing to Tenant.

40. ADDITIONAL RENT: All items owed under this Lease shall be deemed additional rent.

41. NOTICE OF REQUIREMENT OF TENANT'S INSURANCE (AND WAIVER). Tenant agrees and acknowledges that Tenant is responsible for the procurement of renter's insurance for Tenants' personal property. Landlord shall not be responsible for Tenants' personal property. Landlord shall not be responsible for any expense or loss which would have been covered by renter's insurance (Form HO-4) in the event that the Tenant did not obtain renters insurance.

Initial(s) _____

42. INDEMNIFICATION: Tenant agrees to purchase and maintain liability insurance through a "Tenant's Policy". Tenant agrees to defend, indemnify, and hold the Landlord and Landlord's agents and employees harmless from any loss, including death, damage, claim, demand, suit, judgment, or liability which the Landlord may incur and any costs or expenses, including attorneys' fees, to which the Landlord may be put, arising from any injury or resulting from the use of the Premises or common areas by the Tenant, any member of the Tenant's household, or their respective guests, or invitees, unless such loss or damage was occasioned by the sole negligence of the Landlord or its agents or employees. If for any reason the Tenant's liability insurance does not pay any such claim, then the Tenant shall be personally liable.

43. ADDITIONAL TERMS: _____

44. EXPIRATION OF LEASE UPON SALE: In the event that the Landlord sells the Premises or enters into a Purchase and Sale Agreement for the sale of the Premises, this Lease shall terminate upon a thirty (30) day notice to the Tenant by Landlord or the new owner.

45. DESTRUCTION OR DAMAGE TO BUILDING: In the event that the Premises is destroyed or substantially damaged such that the Premises is not fit for human habitation, this Lease shall be automatically terminated and Landlord shall only be responsible for providing Tenant with alternative housing through the end of any month for which the Tenant has paid rent.

46. JOINT AND SEVERAL LIABILITY: All Tenants identified in this Lease are jointly and severally liable for all obligations under this Lease. If one tenant leaves, the **remaining tenant(s) are jointly and severally for all obligations under this Lease.**

47. LEAD PAINT/RADON/ENERGY EFFICIENCY/BEDBUG DISCLOSURES: Tenant acknowledges the receipt of the federal lead paint disclosure notice, the radon form, bedbug infestation disclosure, the state energy efficiency disclosure notice and the "Protect your Family from Lead in Your Home" booklet. All of the notices have been attached to this Lease.

48. HOUSE RULES. The House Rules, if any, are attached and incorporated by reference into this Lease. A violation of the House Rules shall be grounds to terminate Tenant's tenancy and this Lease. If a House Rule contradicts a specific term in this Lease, the term of the Lease shall control. Tenant agrees and acknowledges that Landlord may revise the House Rules from time-to-time.

49. WAIVER: Landlord's failure to strictly enforce any term, condition, covenant, obligation, or agreement contained in this Lease in any instance shall not be considered a waiver of that or any other term, condition, covenant, obligation, agreement, or any subsequent breach thereof by Tenant. Failure to reference the breach of any provision of this Lease as grounds for termination does not indicate that breach of any provision not so referenced is not grounds for termination hereof. No waiver shall be effective unless in writing and signed by both Tenant and Landlord. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent right. The Parties further agree and acknowledge that the payment of rent at any time shall not be a waiver to any forcible entry and detainer action unless Landlord specifically acknowledges in writing that this constitutes a waiver.

50. ENTIRE AGREEMENT: This Lease shall be governed by and construed in accordance with the laws of the State of Maine. This Lease contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written. This Lease, and any amendment, attachment or document incorporated herein by reference, constitute the complete understanding of the parties and supersedes all other oral or prior written agreement, arrangements or representations between the parties. This Lease may not be modified orally, and no modification or attempted waiver shall be valid unless in writing and signed by each of the parties hereto. Tenant acknowledges that Tenant has read and understood this agreement and has been furnished a duplicate original.

This Lease is executed the ____ day of _____, 20_____.

Landlord

Tenant(s)

By:
Its:

Printed Name:

Email

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NO SECURITY DEPOSIT WILL BE RETURNED UNTIL: ALL OCCUPANTS HAVE VACATED THE PREMISES, ALL KEYS ARE RETURNED, THE UNIT HAS BEEN INSPECTED AND THE ACKNOWLEDGEMENT FORM SIGNED.

GBAOMA lease reviewed and modified April 2021