

# RESIDENTIAL LEASE AGREEMENT

## 1. PARTIES

The parties to this agreement are **Southern Angel Properties, LLC**, hereinafter called "the Lessor", and [REDACTED] hereinafter called "the Lessee(s)". There will be no other persons residing in the rented premises except as specifically authorized in writing by the Lessor or as listed below.

## 2. PETS

No pets of any kind are permitted in or around the premises **EVEN AS VISITORS** without the written permission of the Lessor. If permission is granted, a Pet Addendum will be signed by both parties and attached to and made a part of this Lease Agreement. It is understood that if a pet is allowed, an additional **NON REFUNDABLE** pet entrance FEE, plus a small increase in rent will result. These fees are **NOT** used to offset cleaning or damages, but only to compensate Lessor for the risk of allowing a pet into Lessor's building. Even the cleanest pets can cause damage and leave odors that are undetectable to pet owners but often offensive to non-pet owners and can prevent us from renting the unit to non-pet owning prospects. Any repairs or mitigation to damages or odors **JUDGED BY LESSOR(S)** to be caused by a pet allowed into the unit or building by Lessee(s) or Lessee(s) guests will be charged to Lessee(s). Service animals required by persons with disabilities, special needs or as otherwise required by law may be excluded from some parts of this provision.

## 3. CO-LESSEES

In the case of co-Lessees, the obligations and commitments contained in this lease will be joint and several, and each of the co-Lessees expressly agrees to perform the obligations and make the payments required under this lease without regard to any non-performance by a co-Lessee. Any default or breach of the terms of this lease by any co-Lessee will constitute a default or breach by all co-Lessees.

## 4. PROPERTY

The Lessor hereby lets the following, property to the Lessee for the term of this Agreement: (a) the dwelling unit located at [REDACTED], Maine together with any and all appurtenances thereto, including the following furniture and appliances in the property: refrigerator, kitchen range, smoke detector, carbon monoxide detector

The Lessee understands and agrees that the Lessee will have the use of [REDACTED] parking space(s) for the Lessee's motor vehicle on the premises. There is no overnight visitor parking provided without prior permission from Lessor. Unauthorized vehicles will be towed at owner's expense. Any variations from the parking rules must be in writing by Lessor. Other rules may apply and will be listed in the document **About [REDACTED]** which is incorporated into this agreement by reference.

## 5. TERM & LEASE FEE

### a.) Initial lease term

The term of this Agreement will be for one month, beginning on [REDACTED] for a total lease fee of \$[REDACTED]. The Lessee is specifically liable for all rent due and payable during this term. Early termination by the Lessee will not relieve him/her of this obligation to pay all rent hereunder, subject to the Lessor's duty to mitigate. This Agreement shall automatically terminate on the first day of any month following the death of the Lessee. If more than one Lessee, this provision shall only apply upon the death of the last surviving Lessee. Either party may terminate this lease upon thirty (30) days written notice without cause.

### b.) Lease fee

The monthly lease payment for the property will be \$[REDACTED] due and payable on the first day of each month to

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the Lessor by either of the 2 following methods: Depositing on our behalf at Kennebec Savings Bank, or ACH withdrawal handled by Lessor. There are specific important directions for both payment types which are included as part of lease package. **We do not collect rent or accept it by mail.** It is expected that rent will be paid on or before the first of the month unless you have made previous arrangements for an alternate date. **If the first of the month falls on a holiday or day when Kennebec Savings Bank is closed, it expected that rent is paid in a manner that it is received by Lessor on or before the first of the month.** Failure to pay rent when due will be considered a breach of this Lease and will lead to an eviction.

**In the event of a default under any provision of this Lease, Lessee shall be liable for the entire lease fee, subject to Lessor's duty to mitigate,** and except as provided elsewhere in this Lease.

The Lessor can refuse to allow the Lessee to continue tenancy of the unit after the end of each lease term. If Lessor notifies Lessee in writing of its intent not to renew this lease, and such notice is made more than 30 days in advance of the expiration of the initial term, no holdover shall be permitted. Lessee shall vacate the premises by noon at the expiration of the initial term, or be subject to an action for forcible entry and detainer without notice, if said action is commenced within 7 days from the expiration or forfeiture of the term, pursuant to 14 M.R.S.A. § 6001(1).

If Lessor permits Lessee to hold over beyond the initial term, either by silence or acquiescence, this Lease shall automatically renew for successive one-month periods until terminated by one of the parties. Termination of this month-to-month lease extension may be for any reason and may be upon 30 (thirty) calendar days' written notice.

Lessor will provide Lessee a minimum of 45 day's notice regarding any changes to the monthly rental charge or modifications to the terms of the lease.

This agreement shall automatically terminate on the first day of any month following the death of the Lessee. If more than one Lessee, this provision shall apply only upon the death of the last surviving Lessee.

## **5. CONFIRMATION**

This agreement is subject to confirmation and verification of all information provided by the Lessee to the Lessor including but not limited to source of employment, income levels, and resources. It 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 Lessee. If it is determined at any point that the Lessee has provided false information, the terms and conditions of this Lease will be deemed breached and an eviction maybe pursued. The Lessor will not be liable to the Lessee for any consequential damages arising pursuant to this paragraph. Upon any breach of this lease or any termination of this lease, Lessor shall be entitled to possession of the premises

a. In addition, the Lessee also agrees to pay to the Lessor the following:

Notwithstanding the foregoing provision and without waiving any rights there under, the Lessee will be liable for and pay to the Lessor an administrative fee of \$20 whenever the rent is three (3) days overdue, AND the Lessor serves the Lessee with a termination of lease. In addition, the Lessee will be liable for and pay to the Lessor a late payment penalty of four percent (4%) of the rental amount whenever the rent is fifteen (15) days or more overdue.

If Lessee chooses to have electricity in his or her name, regardless of term of lease, and if Lessee vacates unit for any reason within one year, then Lessee shall be responsible for account change fee when power is switched back into Lessor's name.

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

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arrearage (or any other monetary obligation under the 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. Any endorsement, stipulation, or other statement on any check or money order shall be of no effect. Under no circumstances shall the Lessor's acceptance of a partial payment constitute accord and satisfaction. The Lessor's acceptance of a partial payment will not forfeit the Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or money order.

The Lessee will pay a Twenty-Five Dollar (\$25.00) service fee as additional rent for any check returned to the Lessor by the Lessee's bank for insufficient funds and/or any other reason.

**Lessee will pay Lessor a non refundable pet entrance fee if applicable**

**6. PAYMENTS PENDING LITIGATION**

During the pendency of any action for forcible entry and detainer, including any notice of termination, the Lessee shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Lessee remains in possession of the premises. Until such time as a court has ordered that possession of the premises be returned to the Lessor, and the Lessee's right of appeal has expired, the leasehold obligations remain in full force and effect.

**7. UTILITIES**

Utilities and services will be paid by the party indicated on the following chart\*

	Lessor	Lessee	City
Electricity	_____	x	_____
Heating Oil	x	_____	_____
Water	x	_____	_____
Sewerage	x	_____	_____
Trash Removal	_____	x	_____
Yard Maintenance	x	_____	_____
Snow Removal	x	_____	_____
Cable TV	_____	x	_____

\*Lessee(s) responsible for shoveling, sanding and/or salting steps and walk(s), Lessor will supply sand and salt upon request

\*Given the trend toward the use of cellphones to replace landline telephones, land lines are no longer included in rent. There may be an existing one already in your unit, but if not, you may have one installed, or any repairs to the existing one done, at your cost.

\*If Lessor supplies electricity, there is a limit of \$\_\_\_\_\_ per month in usage. Any overage in electric bill will be reimbursed by Lessee by next rent payment due date.

\*If Lessee is responsible for heating oil, **delivery must be setup to come automatically.** We do NOT ALLOW "will call" type setups. If Lessee runs out of oil ONCE, Lessor will, at his discretion, assume responsibility for setting up oil delivery on a permanent ongoing basis. Lessee's failure to reimburse Lessor for oil by the NEXT rent due date will be a violation of this agreement and grounds for termination of lease / eviction. **It is CRUCIAL to sign up for AUTOMATIC OIL DELIVERY and supply us with notification of same within 10 days of moving into your**

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**apartment.** Freeze ups as a result of running out of oil for ANY reason are 100% your responsibility and can cost thousands of dollars if pipes freeze and burst.

\*If LESSOR is responsible for heating oil, whenever the price of oil as advertised on the CMAOA.COM website exceeds \$3.50 per gallon, rent will increase \$10 per month for efficiency and 1 BR units and \$15 per month for 2-3 bedroom units. This increase will take effect 45 days from the time the increase happens, with at least 45 day notice to lessee. Rent will revert to the original amount when the price remains at or below \$3.50 per gallon for 2 consecutive months.

## **8. USE OF PROPERTY**

The Lessee will use the property 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 Lessor'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.

Lessee shall not allow any other person, other than Lessee and the household members listed in SECTION 1, to use or occupy the Premises for more than (7) seven consecutive days without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

## **9. RESIDENT MANUAL**

Lessee has received a copy of, and has read the Lessee rules and regulations entitled "Resident Manual," which is incorporated into this agreement by reference. This manual is available at <http://sangelproperties.com/documents/TenantManual.doc>. The Lessee agrees to obey all building rules, if applicable, describing Lessee conduct and responsibilities. The Lessor may make reasonable additions or changes to these rules, upon adequate notice to the Lessee.

## **10. TENANT'S DUTY TO MAINTAIN PREMISES**

- a) Not obstruct any driveways, sidewalks, courts, entry ways, stairs and/or halls, doors which shall be used for the purposes of ingress and egress only;
- b) The Lessee understands and agrees that the Lessee will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, or motorcycles in the parking lot or on any other portion of the property on which the premises are located, without the prior written consent of the Lessor. Further, the Lessee understands and agrees that any such inoperable or unlicensed vehicles, trailers, boats or motorcycles may be towed away at the Lessee's expense.
- c) The Lessee will keep the dwelling unit in a clean and sanitary condition and free from vermin and rodents and will otherwise comply with all state and local laws requiring Lessees to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect of the Lessee or others visiting or occupying the premises under his/her control, the Lessee will cause to have repaired, in a workmanlike manner, such damage at his/her own expense, applicable to law. Upon the Lessee's failure to make such repairs and after reasonable written notice by the Lessor, the Lessor may cause such repairs to be made and the Lessee will be liable to the Lessor for any reasonable expense thereby incurred by the Lessor. This would include any damage caused by allowing the apartment temperature to reach 54 degrees or lower, such as burst water or heating pipes. Said expense will be paid by the Lessee within 30 days of the Lessor's written demand thereof. Failure to pay such expense within 30 days will be grounds for eviction.
- d) Lessee agrees to use only artificial Christmas tree. Real Christmas trees pose a serious fire hazard and

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are not allowed;

- e) Lessee will not place any sort of decals on the walls, INCLUDING removable decals.
- f) Lessee agrees to install and maintain shower curtain, and to either use exhaust fan or open window slightly when showering to reduce moisture issues;
- g) Lessee agrees to not leave windows or doors in an open position during any inclement weather;
- h) Not use in-unit washing machine or dryer to do laundry for non residents
- i) Not alter, add or replace any locks on the doors or windows without the prior written consent of Lessor. In the event Lessor provides such consent, the Lessee shall provide Lessor with a key(s) immediately;
- j) Use all lavatories, sinks, toilets, and all other water and plumbing apparatus only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, cigarettes, food, sanitary napkins sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- k) Keep all radios, television, stereos, electronic devices and systems turned down to a level of sound that does not annoy or interfere with other residents or neighbors;
- l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within any common elements;
- m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by any Condominium or Homeowners' Association having control over them, if applicable.
- n) Lessee agrees to keep all portions of the Premises, including any yard area, in a neat and clean condition, to the satisfaction of Lessor, at all times.
- o) **No smoking is permitted within structures on the Premises** for these reasons: 1) fire potential, 2) other residents may be allergic to smoke, and 3) extra cleaning costs required when smokers move. You and your guests may smoke outdoors only if cigarette butts are deposited in a suitable receptacle and are not scattered on the grounds, and only in an area where smoke **will not disturb others or enter any part of the building or common areas or as instructed in a particular building's separate smoking policy statement. If it is discovered that Lessee or Lessee's guest(s) have smoked in any unit or common area, an "on demand" \$200 fine will be levied, payable by next rent due date.** Failure to pay this fine, or causing or allowing any further violations will result in the termination of your lease. Any extra cleaning costs caused by smoking in the apartment are not considered to be due to normal wear and tear and will be charged to the Lessee. This extra cleaning may use up some or all of your security deposit, and could possibly exceed it. All cigarette butts from smoking outside buildings shall be properly disposed of. Lessee's signature at the end of this lease is understood by all parties to be Lessee's written acknowledgment of the Lessor's smoking policy pursuant to 14 M.R.S.A. §6030-E(3)(C).
- p) A maximum of  persons may reside on the Premises. (If unchecked, verbiage in Resident Manual rules)
- q) Lessee shall not leave the Premises vacant or uninhabited for prolonged periods of time, and shall inform Lessor of a contact address and phone number during any period of absence longer than 5 days. Additionally, if temperature is 10 degrees Fahrenheit or lower, Lessee shall not leave the Premises vacant or uninhabited for more than 24 hours without informing Lessor, in which case Lessor reserves the right to enter the premises during that time to make sure temperature is at or above 60 degrees Fahrenheit inside the dwelling unit without giving 24 hour's notice.
- r) During the winter months, Lessee agrees to keep the thermostats set no lower than 60 degrees Fahrenheit to prevent the water pipes from freezing and other cold-related damage.

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- s) Lessee shall not use the Premises in violation of federal, state, or local laws, nor commit any such violation thereon. Lessee promises to hold harmless, indemnify and defend Lessor and property owner(s) against any liability arising from any such violation, including costs and reasonable attorney's fees.
- t) No water beds or hot tubs are permitted on the Premises without prior written permission. If permitted, an additional fee may be charged to maintain a waterbed or hot tub on the Premises.
- u) Lessee shall operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances and systems in a manner that is safe, reasonable, and not unduly wasteful.
- v) Any existing appliances in the Premises are the property of the Lessor or property owners and are not to be removed by Lessee.
- w) No inoperable or unlicensed vehicles, trailers, boats, or motorcycles may be kept upon the Premises without the written consent of the Lessor. Any such may be towed away at the Lessee's expense.
- x) Lessee agrees to notify Lessor or Lessor's agent immediately about damage or necessary repairs.
- y) Lessee is responsible for all minor repairs, e.g., changing light bulbs and unclogging sinks or toilets.
- z) Lessee is responsible for changing all batteries in CO & smoke detectors as well as thermostat. ANY SERVICE calls or damage that results directly or indirectly from dead batteries will be Lessee's responsibility.
- aa) Lessor is responsible for making major repairs and agrees to have repairs made as soon as reasonably possible. Lessor shall pay the cost of these repairs unless the repairs are of damage caused by the intentional or negligent act of Lessee or one of Lessee's agents, invitees, or co-occupants, in which case such costs of repair shall be the responsibility of Lessee.
- bb) Lessee may not hire any third party to provide renovation or construction services, except in an emergency, without the written permission of Lessor.
- cc) Liens: if, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money is filed against any portion of the Premises, Lessee shall, at its expense, cause the lien or liens to be discharged of record as soon as possible. If Lessee fails to cause the liens to be discharged within a reasonable time, Lessor may cause the liens to be discharged. All payments by Lessor to have liens discharged, including, but not limited to, court costs and attorney's fees, shall be added to and considered part of the Lessee's obligations under this Lease.
- dd) Lessee understands that Lessor or his agents are not responsible for remediation if Lessee locks themselves out after hours, or any time Lessor or his agents are not within convenient distance. To avoid this possibility, we sell lockboxes for approximately half the price of a lockout. Price is on Contact sheet, and includes installation and one extra key. If Lessee changes the code, and fails to deliver the new code to Lessor, and this failure results in a lock-out call, the normal fees for lockouts will apply.

## **11. ALTERATIONS**

No alteration, addition, or improvement will be made by the Lessee in or to the dwelling unit without the prior written consent of the Lessor. Such consent will not be unreasonably withheld, but may be conditioned upon the Lessee's agreeing to restore the dwelling unit to its prior condition upon moving out, providing additional security therefore, AND allowing work to be done by LESSOR'S contractors at an additional cost to the Lessee.

If the Lessee changes the lock, in the case of emergency the Lessor may gain admission though whatever reasonable means necessary and charge the Lessee reasonable costs for any resulting damage. If a Lessee changes the lock, and does not furnish the Lessor with a key within 48 hours, the Lessor may terminate the tenancy with a seven (7) day Notice of Termination of Lease. Also, some of our buildings are under a Master Key system. Only "quickset" type locks may be used,

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and regardless of type of lock used, our locksmith must return and re set the lock for Master Key use and this cost will be passed onto the Lessee to be paid within 30 days.

## **12. NOISE/DISTURBANCES**

The Lessee agrees not to allow on the premises any excessive noise or other activity which disturbs the peace and quiet of neighbors or other Lessees in the building, or interferes with the Lessor's management of the premises. The Lessor agrees to make a reasonable attempt to prevent other Lessees and other persons in the building or common areas from similarly disturbing the Lessee's peace and quiet.

Quiet time is between 9 PM and 7 AM. Extra care should be taken during those hours to be as quiet as possible. If we get complaints of noise, we reserve the right to prohibit traffic to or from your unit during quiet time.

**The use of "surround sound" systems for television or sub-woofer type devices for ANY reason are strictly prohibited. It is almost impossible not to disturb others while using these devices.**

The Lessee agrees that the Lessor has the right to bar from the premises any visitor or guest, who, IN THE OPINION OF THE LESSOR is causing a nuisance or any other problem, or who is not in compliance with the terms and conditions of this lease or of state or local law. If the Lessee allows any individual who has been barred by the Lessor to then enter the premises, this would be a breach of the Lease Agreement.

## **13. INSPECTION BY LESSOR**

The Lessor may enter the dwelling unit upon twenty-four (24) hours notice only for the following purposes: to inspect, to make repairs and to exhibit the unit to prospective purchasers, mortgagees, and Lessees. If, however, the Lessor or his agent reasonably believes that an emergency or urgent situation (including but not limited to fire, unauthorized animals, smell of cigarette smoke or water leaks) exists which requires an immediate entry, such entry may be made without notice. We generally do an inspection after the first 30 days of residency, and approximately twice annually thereafter, though we reserve the right to inspect at any other time with proper notice. Lessee understands that proper notice is satisfied by Lessor or Lessor's agent(s) leaving a recorded message on Lessees voice mail, sending a text message and/or email.

## **14. SECURITY DEPOSIT (IMPORTANT)**

**Security deposit must never be used as last month's rent. If this happens, we will report to all 3 credit bureaus, as well as the local Landlord association. It is never acceptable to use security deposit as rent. Also, security deposit is never returned upon move out. It will be mailed to you between 15 & 30 days of move out. If you have pets, it will be a full thirty days in case fleas appear. There are no exceptions to these rules.**

The Lessee has deposited \$\_\_\_\_\_ with the Lessor as a Security Deposit. The Lessor will hold this security deposit, in an account for the period the Lessee occupies the apartment. No interest will accrue. After the Lessee has moved from the apartment, the Lessor will determine whether the Lessee is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) After the Lessee has moved from the apartment, the Lessor will inspect the unit. The Lessor will permit the Lessee to participate in the inspection, if the Lessee so requests.
- b) The Lessor will refund to the Lessee the amount of the security deposit, less any amount needed to pay the cost of:

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- i. Unpaid rent;
- ii. Damages which are not due to normal wear and tear;
- iii. charges for late payment of rent and returned checks as described in paragraph six; and;
- iv. Any other charges due and owing by the Lessee to the Lessor.

c) The Lessor agrees to refund the amount computed in the above paragraph within thirty (30) days after the Lessee has permanently moved out of the apartment and returned possession of the apartment, including all keys, to the Lessor. The Lessor will also give the Lessee a written list of charges, if any, that were subtracted from the security deposit.

d) If the apartment is rented by more than one (1) Lessee, the Lessees agree that they will work out the details of dividing any refund amount among themselves. There is no partial refund of security if one Lessee moves out. No refund of security shall take place until ALL Lessees move out. The Lessor may pay the refund to any person identified as a Lessee in this lease agreement.

e) The Lessee agrees that it is his responsibility, prior to vacating the premises, to clean the entire unit including tile range, exhaust fan, refrigerator, closets, walls, cabinets and floors, if applicable. All carpets will be free of dirt and odor and must be cleaned prior to vacating. Refrigerators are to be defrosted, left running with an open box of baking soda left inside to absorb any residual odors. There will be no scores, stains, or unsightly 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 Lessor. All burned out light bulbs will be replaced. Smoke alarms and carbon monoxide alarms will be in place and undamaged, with fresh batteries. All debris and rubbish will be removed from the premises. All personal property will be removed.

f) Normal wear and tear will not include the cost of repainting or redecorating of the unit or the cost of replacement of carpet or other floor covering unless the time between the last repainting/redecorating or carpet/floor replacement and the current one exceeds a reasonable period. In the case of repainting, a reasonable period will be four (4) years. In the case of carpet or floor covering replacement, a reasonable period will be ten (10) years.

g) If the Lessor is required to repaint the unit or replace the carpets/flooring prior to the expiration of the reasonable time periods set forth in subparagraph (f), the Lessee will be responsible for the prorated share of the cost of repainting or replacement.

h) If fleas are found in the apartment, and the Lessee had any pet, and Lessee resided in the apartment for at least sixty (60) days, it will be assumed that Lessee caused the presence of the fleas and the cost of curing flea infestation will be billed to Lessee.

i) All costs of labor and materials, for cleaning or repairs, and any other expenses incurred pursuant to this section, will be charged at the rate of \$35-\$60 per hour OR as stipulated on "security deposit charges" form included with the lease, OR the rate as charged by outside contractors. The Lessee may be charged at the lease rate on a "per-diem" basis for each day that the apartment is not rentable due to damage to the premises or cleaning caused by the Lessee or his guests or invitees. **Under no circumstances will Lessee be authorized to complete repairs or improvements on any apartment, regardless of Lessee's qualifications.**

## 15. REPAIR AND MAINTENANCE

The Lessor will provide and maintain the building and grounds appurtenant to the dwelling unit in a decent, safe and sanitary condition and will comply with all state and local laws, regulations and ordinances concerning the condition of dwelling units which at a minimum must be maintained in a decent, safe and sanitary condition. **The Lessee will notify the Lessor of dangerous conditions or**

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**the need for repairs on the premises, and will guard against loss or risk to himself and others until such time as the Lessor has had a reasonable opportunity to address the problem.** If a repair is deemed to be the fault of the Lessee, the Lessor shall present a bill for the amount of the repairs. **This may include clogged drains.**

#### **16. SUBLEASING AND ASSIGNMENT**

The Lessee will not assign this Agreement or sublet the dwelling unit without the written consent of the Lessor. Such consent will not be withheld without good reason relating to the prospective Lessee's ability to comply with the provisions of this Agreement.

#### **17. ADDENDUM**

Any Lessee occupying a unit pursuant to any Federal or State of Maine program may have Lease Addendum's which govern various aspects of their tenancy, and which may be in conflict with the terms of this Lease Agreement. If there are applicable Lease Addendums, they will be signed by both parties and attached to, and made a part of this Lease Agreement. The terms and conditions stated in any Lease Addendum shall supersede and control over any conflicting term in this Lease Agreement.

#### **18. DESTRUCTION OF PREMISES**

If the premises become substantially or totally destroyed during the term of this Agreement, either party may thereupon terminate this Agreement upon reasonable notice.

#### **19. PERSONAL PROPERTY**

Upon termination of this Agreement, the Lessee will vacate the premises, remove all personal property belonging to him/her, and leave the premises as clean as he/she found them (normal wear and tear excepted). Any personal property remaining on the premises twenty-four (24) hours after the Lessee vacates will be deemed to be abandoned by the Lessee and will be disposed of according to law.

#### **20. BREACH**

If Lessee fails to comply with any of the terms of this Lease, including the timely payment of rent, this Lease, at the option of the Lessor, shall terminate upon 7 calendar days' written notice of the nature of the breach and be forfeited. Lessor shall be entitled to begin an action for forcible entry and detainer (eviction) upon the expiration of this time period. Both parties expressly understand and agree that no right to cure any breach need be offered by Lessor. **Acceptance of rent payments by Lessor after notice of termination shall not constitute waiver of termination nor cure of the breach without written assent to such by Lessor.**

Additionally, Lessor may terminate this Lease, for any reason, upon 30 calendar days' written notice, including but not limited to, Lessor's right to terminate in the event a contract for sale is entered into between Lessor and a prospective buyer. Lessees shall be liable for consequential damages arising from the delay or failure of the sale caused by delay in surrendering the Premises by the date fixed in the notice. In any proceedings to enforce this Lease, due to wanton disregard of its terms, Lessor shall be entitled to attorney's fees as provided by 14 M.R.S.A. §6030(3). Lessee expressly waives the right to a jury trial in any proceedings to enforce this Lease, whether for eviction, the collection of money owed, or any other cause of action emanating from the tenancy.

Any false or misleading information provided by the Lessee in an application for tenancy will be considered a breach of this agreement and the Lessor will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Lessor as liquidated damages. During the course of any action for forcible entry and detainer, including any notice of termination, the Lessee shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Lessee remains in possession of the premises. By incorporating, this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that

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possession of the premises be returned to the Lessor, and the Lessee's right of appeal has expired, the leasehold obligations remain in effect. Upon any breach of this lease or any termination of this lease, Lessor shall be entitled to possession of the premises

## **21. INDEMNIFICATION**

**The Lessee agrees to purchase and maintain liability insurance through a "Renter's Policy".** The Lessee agrees to defend, indemnify and hold the Lessor harmless from any loss, damage, claim demand, suits, judgments or liabilities which the Lessor may incur and any cost, or expenses to which the Lessor may be put, arising from any injury or resulting from the use of the leased premises or common areas by the Lessee, guests or invitees, unless such loss or damage was occasioned by the negligence of the Lessor or its agents.

## **22. NOTICES**

All notices required by this Lease to be given to Lessee may be delivered in hand or by posting on the door of the Premises, and shall be considered effective upon such delivery or posting. Notice to any Lessee or occupant of the Premises shall constitute notice to all. All notices to Lessor shall be sent by registered or certified mail, postage prepaid, return receipt requested to the following address: **PO Box 2411 Waterville ME 04903-2411**

## **23. SEVERABILITY**

If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances will not be affected thereby.

## **24. WAIVER**

The waiver by the Lessor of any breach of any term, covenant or condition herein will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by the Lessor will not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this lease, other than the failure of the Lessee to pay the particular rental so accepted.

## **25. OTHER AGREEMENTS:**

The Lessor and the Lessee also agree to the following:

Lessee will place use area rug or felt pads to protect wooden floors from furniture or other items. In addition, Lessee agrees to use ONLY Windex and water to clean wood floors.

Upon move out, carpets must be PROFESSIONALLY steam extracted at Lessee's expense regardless of visible condition of carpets, by a professional cleaning company approved by Lessor. Lessee must present copy of paid invoice or Lessor reserves the right to have carpets professionally cleaned and bill Lessee for the amount of said cleaning.

Lessor does not discriminate based on race, color, sex, sexual orientation, physical or mental disability, religion, national origina or familial status. Lessee agrees to report any discrimination or alleged discrimination by Lessor's agents or other residents to Lessor promptly in writing.

## **26. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED:**

Prior to signing this lease the Lessor and the Lessee did / did not (circle one) inspect the residence. If they did inspect the residence, their findings were as follows:

### **A. General condition / substantial defects:**

Unit was professionally cleaned and inspected by Lessor just prior to move in. The only dirt or dust present may be a small amount of dirt tracked in during viewings. We generally don't clean this unless overly dirty because it is understood that incoming residents will track far more dirt in during the move-in process. See

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

our “cleaning check list”, incorporated herein by reference, for more clarity on how clean the unit is now, and is expected to be upon move out. It is very rare when two people’s version of “clean” is the same, hence we make things nearly “white glove” on move in so that it’s clear what’s expected on move out.

B. Lessor work or repairs. The following work or repairs to be done by the Lessor were agreed upon: none,

C. Lessee work or repairs. The following work or repairs to be done by the Lessee were agreed upon (indicate whether Lessee or Lessor is responsible for the expense):

D. Conditions which will remain unchanged. The following residential conditions were agreed to remain unchanged: all else

Lessor, By \_\_\_\_\_  
Southern Angel Properties (Owner or agent)

Date: \_\_\_\_\_

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

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





**SECURITY DEPOSITS & CHARGES**

This list is provided as a general guideline so you are aware of the cost of property damage and so you can avoid these expenses. Actual charges, if any, may be more or less than shown below.

**CLEANING**

- Refrigerator \$35
- Stove top/Oven \$25-\$35
- Kitchen Cabinet/Counter Top \$20
- Kitchen/ Bathroom Floor \$30
- Bathtub/Shower \$25
- Toilet \$25
- Carpet Cleaning/Deodorizing \$100-\$200
- Extensive Cleaning \$50 per hour

**DAMAGED/MISSING**

- |   |                                       |
|---|---------------------------------------|
| Remove Crayon Marks (if they can be washed off) \$25                            | Small/Large Nail Hole Repair \$5-\$10 |
| Replace Interior/Exterior Door \$1 50-\$450                                     | Replace Sliding Glass Door \$400      |
| Replace Faucets \$75-\$150  | Replace Bathroom Mirror/Cabinet \$75  |
| Replace Shower Heads \$25-\$75  | Replace Toilet \$175-\$225            |
| Replace Garbage Disposal \$150  | Replace Countertop \$250-\$ 500       |
| Replace Window Screen \$35  | Repair Window Pane \$75-\$200         |
| Replace Window Blinds \$25  | Replace Tile/linoleum \$300-\$600     |
| Replace Light Bulb (burned out/missing) \$3 ea                                  | Light Fixture Globe \$15-\$40         |
| Light Fixture \$ 30-\$200   | Electrical Outlet/Switch \$5          |
| Electrical Cover Plate \$2  | Replace Key (pick up at office) \$35  |
| Replace Key (locked out of building) \$35                                       |                                       |
| Replace Oven/Stove Knob \$8 (\$50 if actual dial or switch mechanism is broken) |                                       |

**ADDITIONAL CHARGES FURNITURE REMOVAL**

- |  |                                    |
|--|------------------------------------|
| Replace Door Lock \$40-\$70  | Chair \$35 per chair               |
| Replace Curtain/ Shower Rod/Towel Bar \$20   | Couch \$60 per couch               |
| Replace Smoke/Carbon Monoxide Detector \$40  | Table \$40 per table               |
| Remove Abandoned Items \$25 per tern   | Mattress \$50 per mattress         |
| Fumigation \$150   | Box Spring \$50 per box spring     |
| Replace Fire Extinguisher \$40-\$70  | Appliance \$75-\$300 per appliance |
| Replace Thermostat \$75-\$100  | Fence Replacement \$25 per foot    |
| Remove Wallpaper \$150 per room  | Vacuum Entire Unit \$50            |
| Repaint Wall \$40 per wall (though subject to over-riding \$25 per hour plus material) |                                    |
| Clear Drain Stoppage (sink, toilet, shower etc.) \$50                                  |                                    |

Resident agrees that subject to the conditions above, the deposit will be refunded within 30 days after vacating the premises. It is understood that these amounts are minimal charges and additional charges may apply.

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

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