LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 20__, by and between _____, (*optional: a Maine Limited Liability Company with a place of business in _____, Maine or an individual*), hereinafter called "Landlord" and _____, hereinafter called "Tenant". The terms of this Lease are as follows:

1. **Premises:** Address of Premises Leased _____.

2. **Term:** This Lease shall commence on _____ ____, 20___. This is a month to month lease which may be terminated with or without cause upon proper notice pursuant to 14 M.R.S.A. Chapter 709.

3. **Rent:** Rent shall be at the rate of $_____ per month payable in advance upon the _____ day of each calendar month to Landlord at such place as may be designated by the Landlord. Landlord may increase the rent upon forty-five (45) days written notice to tenant. Unless notified by the Landlord, Tenant shall tender all monthly rental payments, by mail or in person, to the Landlord at the following address:

_____
_____
_____

In the event that rent is not received by the Landlord within fifteen (15) days after the due date, Tenant agrees to pay a late charge of $_____ *(may not exceed 4% of monthly rent).*

All payments shall be applied against the oldest outstanding balance. Under no circumstances shall the acceptance of a partial payment constitute accord and satisfaction.

If any check paid by tenant to landlord should be returned by the bank for any reason, landlord shall be entitled to a twenty dollar $20.00 return check fee.

4. **Security Deposit**: Tenant agrees to pay a security deposit to the Landlord in the amount of $_____ by _____ ___, 20___. The security deposit shall secure the performance of Tenant's obligation hereunder. Landlord may, but shall not be obligated, to apply all or portions of said deposit on account to Tenant's obligations hereunder. Landlord shall have the right to apply the security deposit against any and all sums owed by tenant to landlord including but not limited to unpaid rent, unpaid utilities or damage to the premises. Any balance remaining upon the termination of this Lease shall be turned over to Tenant according to the laws of the State of Maine. Tenant does not have the right to apply the security deposit in payment of the last month's rent.

5. **Occupants:** The total number of occupants covered by this lease is _____ (__).

6. **Utilities**: Tenant shall be responsible for the payment of the following utilities:

_____.

7. **Utilities:** The Landlord shall be responsible for the payment of the following utilities: _____.

8. **Assignment and Subletting**: Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Landlord.

9. **Entry and Inspection**: Tenant shall permit Landlord's agent or Landlord to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants, purchasers, mortgagees, insurers, workers or contractors or for making necessary repairs, alterations or improvements. Twenty Four hours notice of entry shall be deemed to be reasonable unless circumstances justify shorter notice.

10. **Indemnification:** Landlord shall not be liable for any damage or injury to Tenant or Tenant's guests and invitees, or to any property situated on the leased premises or any part thereof, or in common areas thereof, and Tenant agrees to hold Landlord harmless from any claims for damages no matter how caused, except for injuries sustained or occurring as a result of Landlord's own negligent or tortuous conduct or the negligent or tortuous conduct of Landlord's agents.

11. **Maintenance, Repairs and Alterations**: Tenant acknowledges that the leased premises are in good order and repair, unless otherwise indicated as follows: _____.

Tenant shall, at their own expense, and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at the termination hereof in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by their negligence and that of their family, invitees or guests. Tenant shall not paint, paper or otherwise redecorate or make structural alterations to premises without prior written consent of the Landlord. Tenant shall not cut any shrubbery or trees on the premises and shall maintain all outside common areas in good order and repair and keep the same clear of rubbish.

12. **Miscellaneous**: The above premises are leased subject to the following restrictions and prohibitions:

A. The above premises is being leased to Tenant with the understanding that the following persons and no more will be residing at these premises unless agreed to in writing by Landlord: _____
_____.

B. No animals or pets of any kind shall be kept in the leased premises or any common areas adjacent thereto (*optional: without prior written consent of landlord*). If allowed, all animals or pets must comply with all laws and ordinances.

C. Tenant agrees not to place any billboards, signs, or other advertisements in any windows, outside walls, or common areas of the leased premises without prior written consent of Landlord.

D. The leased premises are for occupancy as a residence only for the persons identified above unless agreed otherwise in writing. No business may be run on the premises without the prior written consent of the landlord.

E. Tenant's will not smoke in the common areas of Landlord's property. Tenant further acknowledges they have been provided a copy of Landlord's smoking policy pursuant to 14 M.R.S.A. § 6030-E.

F. Tenant agrees to maintain the leased premises including windows, doors and appurtenant grounds in a clean and orderly manner.

G. Tenant shall also deliver all keys provided by Landlord to Landlord at the expiration or termination of this lease, and the failure to do so will result in Landlord charging tenant fifty ($50.00) dollars for each key a tenant fails to return.

H. Tenant may not bring in any rental furniture to the premises without prior written consent of the Landlord.

I. Tenant agrees to comply with all laws, regulations and ordinances.

J. Tenant agrees the premises has/have a working smoke detector or detectors at the time this lease is signed. Tenant further agrees to notify landlord in writing immediately if any smoke detector on the premises stops working.

K. Tenant agrees not to allow any criminal activity in or near the premises by resident, any household member, any guest, or any other person under tenant's control.

L. Tenant agrees not to store any unregistered vehicle or inoperable vehicles, trailers, boats or motorcycles on the property at any time. Further, Tenant agrees that any such vehicles, trailers, boat or motorcycles may be towed at tenant's expense.

M. Tenant agrees to notify landlord of any overnight guests who stay more than one night. Overnight guests may not stay more than fourteen (14) nights in any twelve month period.

N. Landlord does not discriminate based on race, color, sex, sexual orientation, physical or mental disability, religion, national origin, or familial status. Tenant agrees to report any discrimination or alleged discrimination by landlord's employees or agents, or by other tenants to landlord promptly in writing.

O. Tenant, members of tenant's household, or tenant's quests shall not engage in activities which cause a nuisance on the premises or disturb the use and enjoyment of the premises by other tenants or landlord.

P. Tenant, members of tenant's household, or tenant's quests shall only use common areas for their ordinary and customary use.

Q. Tenant shall not feed animals including birds without the prior written consent of landlord.

R. Tenant shall not use grow lights on the premises without prior written consent of landlord. Landlord reserves the right to limit the number of house plants a tenant may have by giving the tenant written notice of how many house plants the tenant may have. Tenant will comply with any such notice within ten (10) days of landlord giving such notice.

13. **Termination**: This Lease may be cancelled by Landlord upon thirty (30) days' written notice to Tenant without cause or for default hereunder. The Landlord may also terminate this lease by seven (7) day notice as permitted under Maine law for any reason which a seven (7) day notice is permitted under Maine law. Landlord shall be entitled to possession of the premises for any termination of this lease, or any breach or default of this lease.

14. **Disposal of Property:** Landlord may dispose of property abandoned by tenant without any liability provided tenant is given notice of abandoned property under 14 M.R.S.A. § 6013.

15. **Alterations:** The Tenant will not, without the Landlord's written consent, make any alteration in the leased premises and will not deface or permit the defacing of any part of the leased premises; tenant will not do or suffer anything to be done on the leased premises which will increase the rate of fire insurance on the building; will not use any shades, awnings or window guards, except such as shall be approved by the Landlord; and will not permit the accumulation of waste or refuse matter.

16. **Rules:** The Tenant will observe and comply with such reasonable rules as the Landlord may prescribe on written notice to the Tenant for the safety, care and cleanliness of the building, and the comfort, quiet and convenience of other occupants of the building

17. **Fire Damage:** In case of damage by fire to the building in which the leased premises are located, without the fault of the Tenant, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the premises untenantable, in whole or in part, there shall

be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

18. **Eminent Domain:** If the leased premises, or any part thereof, are taken by virtue of eminent domain, this lease shall expire on the date when the same shall be so taken, and the rent shall be apportioned as of said date. No part of any award, however, shall belong to the Tenant.

19. **Fixtures:** All improvements made by the Tenant to the leased premises which are so attached to the freehold that they cannot be removed without material injury to the premises shall become the property of the Landlord.

20. *(optional: Insurance: Tenant will carry liability insurance indemnifying both Landlord and Tenant in an amount not less than _____ Dollars for each accident and _____Dollars for property damage, at their own expense.)*

21. *(optional: Maintenance of Parking Area and Snow Removal: Tenant shall pay as additional rent all costs of parking area and lighting maintenance including snow removal and cleaning of the parking lot area and all other non structural maintenance, including periodic painting, clean up, landscape maintenance, etc. Landlord shall be responsible for repair and replacement of any paved surface.)*

22. **Complaints:** Any Complaints tenant makes pertaining to habitability, or dangerous conditions, must be made in writing, signed and dated by the tenant.

23. **False Statements:** Any false statements made by or on behalf of tenant to landlord or landlord's agents or employees are a violation of this lease entitling landlord to possession of the premises.

24. **Default:** Any failure of Tenant to pay rent when due or to perform any term specified herein, or make or suffer any strip or waste of the premises, or if Tenant conducts himself or herself, or tenant's guests or invitees conduct themselves, in a loud and disruptive manner so as to cause a nuisance to others, or if tenant fails to quit and surrender the premises to the Landlord at the end of the term, then Landlord shall, at Landlord's option, terminate all rights of the Tenant hereunder and Landlord shall be entitled to possession of the premises.

25. **Waiver**: No failure of Landlord to enforce any term of this Lease shall be deemed a waiver nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to full amount due Landlord.

26. **Joint and Several**: Liability under this Lease is joint and several.

27. **Quests or Members of Household:** Tenant is responsible for making sure all members of tenant's household, quests or invitees comply with this lease. Tenant may be evicted for any breach of this lease by tenant, members of tenant's household, tenant's quests or invitees.

28. **Modification:** No modification of any provision hereof shall be valid unless in writing and signed by the parties.

29. *(optional: Lead Hazards: Tenant hereby acknowledges receiving residential real property disclosure statement pertaining to Lead Hazards pursuant to 14 M.R.S.A. § 6030-B.)*

30. *(optional: Energy Efficiency Disclosure: Tenant hereby acknowledges receiving a Residential Energy Efficiency Disclosure pursuant to 14 M.R.S.A. § 6030-C.)*

Signed in the presence of:

_____
Witness

_____
Witness

LANDLORD:

Signature:_____
_____ as Manager of
_____

TENANT:

Signature: _____
Print Name: _____