

D&L APARTMENTS LEASE

This Lease made this _____ day of _____, 20____, by and between Darrell & Linda Sproul, Of Hampden , County of Penobscot, State of Maine, hereinafter called the "Lessor" And _____ Of _____ County of _____ State of _____ Hereinafter called the "Lessee".

WITNESSETH:

1. Premises: Lessor does hereby demise and lease to Lessee a residential dwelling unit located at _____, _____ Maine being identified as Apartment ____.

2. Term: The initial term of this lease is for _____, the period from _____, 20__ to _____, 20____. Therefore, this lease creates a tenancy for a fixed term followed by a periodic tenancy; it does not create a tenancy at will. The lease to stay in effect provided the Lessee is in compliance with all of the terms and conditions hereinafter provided.

3. Rent The Lessee agrees to pay directly to the Lessor by making delivery of payment to Lessor at 321A Papermill Rd, Hampden, Me 04444 or at such other place as Lessor shall direct in writing, as rent for the leased premises, the sum of _____ Dollars (\$ _____) per month, due and payable ON OR BEFORE the _____ (_____) day of each month during the term of this Lease or any holding over period, or upon such other day as may be agreed upon. THERE IS NO GRACE PERIOD. Rent is considered late of payment is not made within Seven (7) days past the rent due date. A LATE FEE of 4% of any outstanding rental balance will be assessed when the rent is Fifteen (15) days past due. Upon execution of this Lease, Lessee shall provide Lessor with payment of the first months rent and the security deposit, unless alternative arrangements are made with the Lessor. Lessor reserves the right to make adjustments to rent upon 45 days written notice before the effective date of the new rental rate for increases in the cost of furnishing utilities (oil, electricity, water, and or sewer ect); said adjustment will be calculated by comparing price and/or usage to the same date one year previous. If any check tendered by the Lessee is not paid or is dishonored when presented by the Lessor for payment, then, in addition to making proper payment of the rent, the Lessee will be responsible for a \$25.00 returned check charge. After two Dishonored checks, only money orders will be accepted. Habitual Tardiness in making the rental payment is a substantial lease violation and is grounds for termination. Making the rental payment 7 days after the rent is due, without making prior arrangements for such a late payment, more than three times in any twelve month period ,will be considered habitual tardiness.

4. Security Deposit: In order to secure the performance of the terms of this Lease, Lessee agrees to deposit with Lessor the sum of _____ Dollars (\$ _____) at the time of the execution of this Lease. The security deposit will be kept in a special account for this purpose. The security deposit shall be returned by the Lessor to the Lessee within thirty (30) days after the termination of this Lease, less any amount that is retained by Lessor to cover any breach of the terms stated herein by Lessee and less any amount as retained by Lessor to cover the cost of hiring a professional cleaning service and/or repair service in the event the premises are not in the same condition, normal wear and tear excepted, as the premises were at the time of the commencement of this Lease. If the Lessor determines that the Lessor has the right to retain any portion of the security deposit the Lessor shall notify the Lessee by written statement of the basis for that determination within said thirty (30) day period mailed to the Lessee's last known address. The Lessor will not waive any claim against the Lessee in excess of the amount of the security deposit.

5. Care of Premises: Lessee's execution of this Lease shall constitute acknowledgement that the premises, the equipment, and the contents located therein are in good, habitable, tenantable order and condition in all respects. The Lessee agrees and covenants not to make or permit any alterations, decorations, additions, or improvements in or to the premises and/or equipment and/or contents and then only upon such terms as Lessor shall approve. Lessee shall not flush anything other than toilet paper and/or cleaning products down the toilet. Nor shall any food products such as, but not limited to, grease, coffee grounds, rice, or feminine products be flushed or poured into any drain. Lessee shall not make or suffer any strip or waste. Lessee shall keep the premises and/or equipment and/or contents in good repair, order, and condition and at the termination of this Lease, shall yield and deliver up the premises and all property belonging to the Lessor in good, clean, and tenantable order and condition, normal wear and tear only excepted. Lessee will repair at Lessee's sole expense any damage caused by or attributable to Lessee's pet(s), which pet(s) are prohibited from the leased premises, unless the express written consent of the Lessor is obtained. At the Lessor's election, the Lessee, at the Lessee's sole expense shall remove any

alterations, decorations, additions, or improvements made by Lessee during Lessee's occupancy of the premises under this Lease, and Lessee shall restore the premises to their former condition, normal wear and tear only excepted. The term "normal wear and tear" does not include any damage caused by or attributed to Lessee's pet(s) are prohibited from the leased premises, unless the express written consent of the Lessor is obtained. Any alteration, decoration, addition, or improvement made by the Lessee, during Lessee's occupancy of the premises under this Lease, not removed by the Lessee on termination of said Lease, shall be the sole property of the Lessor

6. Cleanliness: The Lessee shall keep the premises and common areas in a clean condition at all times. No dirt, trash, garbage, or refuse or any other substance shall be disposed of from the premises or the building except in proper receptacles. It shall be the Lessee's responsibility to provide for such receptacles and it shall be the Lessee's responsibility to cause said receptacles and any other dirt, garbage, trash, or refuse to be removed from the premises on a regular basis which shall not be any less often than once weekly. The Lessee shall not permit anything to fall or be thrown from the windows, doors, or decks. The Lessee shall not dispose or permit to be disposed any automobile part or accessory upon the premises, or the buildings or grounds thereof, except in proper receptacles. Storage of Lessee's goods or belongings of any kind shall be limited to the interior of the premises. No items may be stored in the common hallways of the property and all doors must be able to be opened fully. Hallways in the premises must be kept clear to enable emergency workers easy access if necessary.

7. Disturbance: The Lessee agrees and covenants not to make or permit disturbing noises to be made by Lessee, Lessee's family, licensees, and/or invitees in the premises or the building or the grounds thereof, nor do or permit anything by such persons which is unlawful, improper, or otherwise offensive to or which will interfere with the rights, comforts, or convenience of surrounding neighbors.

8. Use of Premises: Unless prior written consent of the Lessor is obtained by the Lessee, the premises shall be used solely for private residential purposes. Habitation of the premises shall be limited solely to those individuals mentioned in this Lease or as provided herein. _____

9. Parking of Vehicles: The Lessee shall have the right to park only in the paved areas or other Lessor-designated areas located upon the premises. Parking shall be limited to _____ (_____) Motor vehicles. Only registered, operable motor vehicles are permitted upon the premises. All improperly parked vehicles will be towed at the owner's expense, except Lessee agrees to reimburse Lessor upon presentation of any charge, incurred by Lessor, for the towing and/or storage of motor vehicle(s) improperly parked, whether belonging to Lessee and/or Lessee's invitee.

10. Snow removal: It shall be the sole responsibility of the Lessee to provide for Lessee's own snow and ice removal from all walkways and steps, including the sanding thereof, leading to the premises. The Lessor shall be responsible for the snow removal from the driveway and parking area.

11. Utilities: (A) Except as may be listed in the subparagraphs B and C Lessee shall contract and pay for all utilities and services on the leased premises including, but not limited to electricity, gas, heat, telephone, and cable television, if any Lessee shall keep the leased premises sufficiently heated to prevent the pipes therein from freezing

B Lessor shall pay for water, sewer, _____

C Upon commencement of this Lease, Lessor shall provide an initial filling of the heating oil tank to _____ / (_____) full. Upon vacating, Lessee shall refill the tank to _____ (_____) full or reimburse Lessor for the cost of doing so.

12. Insurance: If the insurance rate for the premises shall be increased for any reason due to Lessee's occupancy, then Lessee shall make payment to Lessor of any increase in insurance rate attributable to Lessee's occupancy. Lessee shall be solely responsible for procuring Lessee's own liability and general loss insurance, if the Lessee so elects. The Lessor recommends to the Lessee that Lessee obtain Lessee's RENTORS INSURANCE.

13. Keys and Locks: Lessor may retain a passkey to the premises. Lessee shall not alter any lock or install a new or additional lock or locks without Lessor's permission and only then upon providing Lessor an additional key for such altered, new, or additional lock. Any such lock once installed, shall not be removed at the termination of the Lease, or prior thereto, without Lessor's written consent and shall become the property of Lessor upon being installed. If Lessee fails to supply Lessor with a key, as aforesaid, Lessor may terminate this Lease on five (5) days written notice. Upon termination of this lease, Lessee shall deliver the keys to the premises to Lessor. If Lessee fails to so deliver, Lessor may change the lock or locks on the premises and charge the Lessee with the cost thereof. Delivery of keys to Lessor or anyone acting in Lessor's behalf shall not constitute a surrender or acceptance of surrender of the premises, unless so stipulated by Lessor in writing.

14. Pets: Lessee is expressly prohibited from permitting or maintaining a pet in or about the premises, without the prior written consent of the Lessor

15. Prohibition Against Woodburning Devices and/or Space Heaters: Lessee agrees that Lessee will not use or introduce any woodburning device and/or space heater within or on the premises.

16. Loss or Damage: Lessee agrees and covenants to indemnify and hold harmless Lessor of and from all loss, damage, and expense to the premises, the building, the grounds thereof, and/or to any individual caused by Lessee, Lessee's family, licensees, or invitees, and whether accidental or otherwise Lessor shall not be liable to Lessee, Lessee's family, licensees, or invitees for damage to or loss of property which may be lost or stolen, damaged or destroyed by fire, water, steam, or otherwise, unless caused by the negligence of Lessor; nor shall Lessor be liable for such damage resulting from falling plaster, leaks in the premises or in the building or otherwise, unless occasioned by Lessor's negligence, after Lessor having received written notice of a defective condition and having had a reasonable opportunity to repair the same. In no event shall Lessor's liability for loss or damage to property exceed the replacement value or cost thereof, whichever is lower, and Lessor shall have the right at Lessor's election to have any damage repaired or to replace a destroyed item for which Lessor is liable and upon such repair or replacement, Lessor's liability shall cease.

17. Access to Premises: Lessee may not unreasonably withhold consent to the Lessor to enter the dwelling unit in order to inspect the premises, make necessary repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, representatives of insurance companies, workmen, or contractors. Except in the case of emergency or if it is impracticable to do so, Lessor shall give the Lessee reasonable notice of the Lessor's intent to enter and shall enter only at reasonable times. Except in the case of emergency or if it is impracticable to do so, twenty-four (24) hours is presumed to be a reasonable notice in the absence of evidence to the contrary. Except for a temporary interruption as may be necessary while actual repairs are in process or during the temporary emergencies, Lessor will not willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to Lessee. In the event of a necessary interruption for repairs or emergencies, Lessor shall not be liable to Lessee for any inconvenience, disturbance, or loss of utility or services during the period nor shall Lessee be entitled to a reduction in rent therefore. The provisions of this paragraph shall not obligate Lessor to make any alteration, addition, repair, or improvement to the premises except as may be required by law. If Lessee, upon request, fails to permit Lessor and Lessor's representatives to enter upon the premises in compliance herewith, the Lessor may terminate this Lease upon two (2) days written notice.

18. Destruction: If the premises shall be partially damaged by fire or other cause without the fault or neglect of the Lessee or Lessee's family, guests, invitees, or licensees, the damage shall be reasonably repaired by and at the expense of Lessor, and until such repairs are completed, the rent shall be reduced according to the extent of any such damage. In the alternative, at the Lessor's election, this Lease may be terminated on seven (7) days written notice. The Lessor shall not be liable for delay in repair occasioned by reason of adjustment in insurance covering such damage or for any reason beyond Lessors reasonable control. Nothing herein contained shall be construed to relieve Lessee of any liability to Lessor, for damage caused by Lessee or Lessee's family, guests, invitees, or licensees, including lost rentals for the balance of the term of this Lease.

19. Subletting and Assignments: Lessee shall not assign or underlet any part or the whole of the premises nor permit any other person to occupy the premises other than those specifically indicated herein nor shall the Lessee license the use of the premises to anyone nor rent any room therein without first obtaining for each sublease, assignment, license, or otherwise, Lessor's written consent, and such consent, once having been given, shall be required for all subsequent occasions.

Notwithstanding receipt of a consent from Lessor to a subletting or assignment, Lessor and Lessee agree that Lessee shall, absent the express written release by Lessor of Lessee, still remain responsible for compliance with all the terms and conditions and the timely performance of each and every other obligation and duty, including payment of any monies due, as contained within this Lease during the pendency thereof. The collection of rent and/or any monies due from the assignee, sub-tenant, or occupant as a lessee, or release of Lessee from the further performance of the covenant herein contained.

20. Miscellaneous Provisions: Lessee agrees and covenant to conform to such general rules and regulations which Lessor may establish from time to time. NO signs shall be placed or posted in or about Lessor's building and/or property. Lessor agrees and covenant that upon Lessee's fully performing all of the covenant and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the premises for the term of the Lease.

21. Smoke Detector: Lessee's execution of this Lease shall constitute acknowledgement that any smoke detector located in the premises is in good working order. LESSEE COVENANTS NOT TO TAMPER IN ANY WAY WITH ANY SMOKE DETECTOR LOCATED IN THE PREMISES AND TO PROMPTLY NOTIFY LESSOR OF ANY MALFUNCTION OF ANY SMOKE DETECTOR.

22. Eminent Domain: If any portion of the premises shall be taken under the exercise of the power of eminent domain by any competent governmental authority, then, at the election of the Lessor, this Lease shall terminate. In the event Lessor elects to terminate this Lease, any balance of prepaid rental hereunder shall be apportioned between the Lessor and Lessee as of the date of such taking. In the event Lessor does not elect to terminate the Lease, the Lessee's rent shall be diminished accordingly proportionate to the amount of said taking. Any condemnation award shall be the sole property of the Lessor; Lessee hereby releasing any and all right in and to the same.

23 Defaults and Remedies: If Lessee:

- A Fails to comply with any term, covenant, condition, or obligation contained in this Lease, or
- B Instituted voluntary bankruptcy proceedings, of
- C On proceedings instituted by anyone else, Lessee be adjudged bankrupt, or
- D Makes an assignment for the benefit of creditors, or
- E A receiver is appointed for the property or affairs of the Lessee and such receivership is not vacated
Within ten (10) days after the appointment of such receiver, or
- F The rights of Lessee herein pass by operation of law, or
- G The premises are abandoned or left vacant for more than fourteen (14) days without prior notice to Lessor

Then the Lessor may, upon the occurrence of any one or more of the above, at Lessor's option, terminate all the rights of the Lessee hereunder by written notice to the Lessee, and the Lessor shall be entitled to exercise all remedies herein provided for breach by the Lessee as well as any and all remedies provided by law or in equity. Lessee also agrees to pay Lessors expenses and/or damages, including attorney's fees, to the extent recoverable under Maine Law in cases of wanton disregard of the terms of this Lease, incurred as a result of Lessors reasonable attempts to enforce any provision contained herein or in regaining possession of the premises, the cost of rerenting the premises including brokerage commissions, and the cost of redecorating and repairing the premises which Lessor may incur.

24. Severability Clause: If any provision or a portion of a provisions of this Lease or the application thereto to any person or circumstances shall be held invalid, then the remainder of this Lease or the remainder of such provision and the application thereof to other persons or circumstances shall not be thereby affected .

25. Waiver: The waiver of any breach of any term, condition, covenant, obligations, or agreement contained herein shall not be construed as a waiver of that or any other term, condition, covenant, obligation, or agreement, or of any subsequent breach thereof.

26. Construction of Terms: The word "Lessee" shall mean any individual executing this Lease as lessee or anyone claiming through or under the Lessee. The word "Lessee" shall also be construed to include the plural, and whenever the context permits it shall include all persons claiming through or under the Lessee. All masculine and singular pronouns shall include the feminine neuter, and plural thereof, and vice-versa, wherever the sense of the language so requires. All liability of the Lessee and those claiming through or under the Lessee hereunder shall be joint and several.

27. Lead Warning Statement For Buildings Built Before 1978: Lessee hereby acknowledges that Lessee has been provided with a lead warning statement and has received a lead hazard information pamphlet. Lessee acknowledges that Lessee has had an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazard.

28. Representation: No representation or promises with regard to the premises or buildings have been made which are not included in this Lease in writing. This Lease represents the entire agreement between Lessor and Lessee.

29. Choice of Law: This Lease shall be construed in accordance with the laws of the State of Maine.

30. Binding Effect: This Lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The foregoing shall not be construed to waive any of the terms and prohibition of subletting and assignment as contained with Paragraph 19 of this Lease.

31. Termination: Lessor may terminate this Lease Agreement if there is good cause, one or more substantial violations of this Lease, or repeated minor violations of this Lease by the Lessee.

Substantial Violations of this Lease include non-payment of rent or security deposit, criminal violation, failure to pay electric bills, resulting in removal or turn-off of meter, intentional damage being done to the unit, grounds, facilities or common areas; habitual late payment of rent, permitting any person(s) to reside in the apartment without prior approval and addition to lease. Repeated minor violations of this Lease Agreement which disrupt the livability of the building, the health and safety of any person, the right of any tenant to the quiet enjoyment of the leased premises and common areas, or have any adverse financial effect on the building, shall be grounds for Lessor to terminate this lease agreement. Should lessor decide to terminate the Lease Agreement a written notice in accordance with State of Maine Law must be given to the Lessee. For any substantial or repeated violations of the lease, including, but not limited to, non-payment of rent, a seven day Notice to Quit would be issued. For other "good cause" a 30-Day Notice of Lease Termination would be issued.

Should tenant vacate the premises during the initial term of the lease, the Lessor will make reasonable efforts to re-rent the premises, and the amount of rent owed by the Lessee will be reduced by the next rent, if any, obtained by the re-rental of the premises. In such instance, tenant will be responsible for costs incurred by the landlord for the re-renting of the premises including, but not limited to, advertising and any rent-up fees. Additionally, an automatic charge of \$150.00 will be assessed against the security deposit for the turn-over of the apartment due to a broken lease. During the initial term, the Lessee may terminate this lease at any time by paying to the Lessor the rent due for the remainder of the initial term and giving the Lessor written notice at least thirty days before the end of the initial term. After the initial term, either party may terminate this lease at the end of any periodic term by giving written notice to the other party before the beginning of that periodic term. Any notice will be considered to have been given when delivered in hand or three days after being mailed. Notice to the Tenant will be delivered or mailed to the premises. If more than one person is the Tenant, notice given to any one such person will be considered notice to all of them. Notice to the Lessor may be delivered or mailed to 321A Papermill Rd., Hampden, Me 04444.

In Witness Whereof, the parties hereto and to a duplicate original hereof have set their hands and seals on the day and year first above written.

Lessor
321A Papermill Rd, Hampden, Me 04444
207-862-4094 Fax 207-862-4165
MAINEAPARTMENTSANDSELFSTORAGE.COM

Lessee

SECURITY DEPOSIT AGREEMENT

RECEIVED FROM _____ Date _____

The Sum of: \$ _____ As a Security Deposit for

Address _____

RETURN OF ALL OR ANY PART OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING CONDITIONS

1. Full 30-day notice of intent to vacate must be given, in writing, prior to leaving the apartment. Notice must be expiring when the rent period expires. If not, full deposit will be forfeited.
2. No damage to property beyond fair wear and tear.
3. No damage to property due to smoke from any source (I.e. cigarettes, oil lamps, candles)
4. Apartment will be clean, including oven, refrigerator, closets, walls and cabinets, and the rugs shampooed. (Rug shampooing must be done by a professional) Showers, tubs, vanities and toilets to be cleaned. The refrigerator is to be cleaned and the door left open if the power is off. Dishwashers and microwaves wiped clean in and out. Windows washed, heat registers wiped clean. Remove all belongings from basement and garage areas
5. No holes or markings on the walls, nor any patching of holes. No painting or wallpapering allowed. All burned out light bulbs replaced.
6. No damage to flooring, carpets (no stains, rips etc.). No altering the carpets or linoleum.
7. No unpaid late charges or delinquent rents.
8. Forwarding address to be left with owner/ or agent.
9. All keys returned.
10. All debris, rubbish and discards placed in the proper rubbish containers.
11. The undersigned agrees THIS SECURITY DEPOSIT MAY NOT BE APPLIED AS RENT and that the full monthly rent will be paid on or before the due date of every month, including the last month of occupancy.

The cost of labor, at \$25.00 per hour, and materials for cleaning and repairs will be deducted from the security deposits if the above eleven conditions are not complied with. The security deposit will be refunded in the form of a check. Actual eviction or having to be asked to leave by the owner will be an automatic forfeiture of all security deposits. Owner agrees that, subject to the conditions above, this security deposit will be refunded in full.

SIGNATURE OF TENANT _____

SIGNATURE OF LANDLORD _____

MOVE OUT NOTICE

Date: _____

This document serves as a _____ day notice to vacate.

I, _____ intend to vacate the housing unit located

At _____ Apt # _____

On (date) _____ I would like to schedule a move out

Inspection for (date) _____ at (time) _____

Forwarding Address: _____

_____ Phone # _____

Best Times available for showings: _____

Please be prepared to have your unit shown to prospective tenants during your last month of tenancy. We will notify you in Advance of any scheduled showings.

Comments: _____ -

Signature _____ Date _____

If you furnish your own heat, PLEASE LEAVE YOUR ELECTRICITY TURNED ON FOR SEVERAL DAYS AFTER YOU HAVE VACATED SO WE MAY DO OUR INSPECTION AND NECESSARY REPAIRS. THIS WILL ALSO ENABLE US TO RETURN YOUR DEPOSIT MUCH QUICKER. THANK YOU.