

LEASE

1. PARTIES TO LEASE

The parties to this lease are:

LANDLORD

John Herrigel

TENANT(S)

Nora Cleaves

2. RESIDENCE LOCATION DESCRIPTION

This residence is a house that is located and described as follows:

226 Walton Street

Unit 1B

Portland, ME 04103

3. LENGTH OF LEASE

A. Initial Rental Period. The Landlord will rent this Residence to the Tenant for a 3 month term. The term shall begin on November 16th, 2024 and end on February, 16th, 2025. Option to extend will be discussed and finalized by February 1st, 2025. Tenant cannot extend past May 1, 2025.

4. RENT PAYMENTS

A. Rent payment amount. The rent for this Residence is \$2,000 for each month/ Rental payments will be as follows however.

November: \$933

December: \$2000

January: \$2000

February: \$933

The Tenant shall pay the rent by the **5th day of the month.** **Note:** November rent can be made by the 15th of November.

B. Pet Fee There is a one time non-refundable fee of \$200. This payment must be made by November 16, 2024.

5. SECURITY DEPOSIT

A. Amount of Security Deposit. The Tenant will pay the Landlord **\$250**

The Security Deposit is in addition to rental payments and should not be substituted by the Tenant for unpaid rent.

The Landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains Tenant's money. The Landlord will keep the Security Deposit separate from the Landlord's own money. The Landlord will not require a Security Deposit of more than two month's rent payments. the following conditions are met:

- (1) The house is in good condition except for: (a) normal wear and tear or (b) damage not caused by Tenant
- (2) B. Return of Security Deposit. Return of the Security Deposit may be used by the Landlord after the
- (3) Tenancy has ended to repair damage to the Residence and for the costs of unpaid rent or other charges owed by the Tenant to the Landlord and agreed to in this Lease or the cost of storing and disposing of unclaimed property. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord will return the entire Security Deposit to the Tenant at end of the Lease if or the Tenant's family, invites or guests;
- (2) The Tenant does not owe any rent payments, utility and/or other charges agreed to in this Lease, which the Tenant was required to pay directly to the Landlord.
- (3) The Tenant has not caused the Landlord expenses for storage and disposing of unclaimed property.
- (4) Tenant's forwarding address has been given to the Landlord.

If the Landlord deducts money from the Tenant's Security Deposit, the Landlord will provide the Tenant with a list of the items for which the Tenant is being charged and return the balance of the Security Deposit no more than Thirty (30) days after the Tenancy ends.

6. SERVICES PROVIDED BY LANDLORD

ELECTRICITY	x		
HEATING	x		
GAS	x		
SEWERAGE	x		
TRASH REMOVAL	x		
YARD MAINTENANCE	x	not including pet pick	
SNOW REMOVAL	x		
AIR CONDITIONING	x		
HOT WATER	x		
COLD WATER	x		
INTERNET	x		

Is the Tenant required to have renter's insurance YES () NO (x)?

If YES a certificate of insurance must be sent to the address in paragraph 4B before Tenant may assume possession of the Residence.

It is the responsibility of the Tenant to change the applicable utilities to the Tenant's name and mailing address!

7. TENANT RESIDENTIAL RESPONSIBILITIES

- A. Use Only as a Residence. The Tenant agrees that the Residence will be used only as a Residence, except for incidental use in trade or business as may be allowed under local zoning ordinances. Such incidental uses will be allowed as long as they do not affect the Landlord's ability to obtain fire or liability insurance.
- B. Damage. The Tenant agrees not to damage the house or the grounds. The Tenant agrees to keep the Residence in a good and sanitary condition, and to be responsible for the conduct of all it's household members and guests on the premises of the Residence. Damage (other than normal wear and tear) caused by the Tenant, e Residence (1) complies with applicable housing codes; (2) is fit to live in; (3) is not dangerous to the life, health, health or safety of the occupants. The Landlord agrees to make all necessary action to keep the Residence fit to live in and to meet all applicable housing code requirements. The Landlord is not responsible for this promise if the Residence becomes unfit to live in due to the Tenant, Tenant's family, invites or guests.
- C. Liabilities. The Tenant releases the Landlord and his Agents of any and all liabilities in the event of death, further agrees to indemnify and save harmless the Landlord from any and all penalties, fines, and costs, including but not limited to payment of all reasonable attorney's fees, arising from any and all violations of State or Federal Law or local ordinances, provided such violations were caused or committed by Tenant, his family, friends, relatives, guests, visitors, invitees, agents or servants. All personal property in any part of the building within the control of the Tenant shall be the sole risk of the Tenant. The Landlord shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, injury or damage caused by or on the property. Landlord or his Agents whether through action or negligence.
- D. Alterations. The Tenant shall make no major alteration, addition or improvement to the Residence without checking with the Landlord but can make minor changes.
- E. Smoke Detectors. At no time will the Tenant disable smoke alarms. In the event that a smoke detector becomes defective Tenant must immediately notify Landlord.

8. LANDLORD ENTRY INTO RESIDENCE.

The Landlord or his agents may enter the apartment only during reasonable hours and after notice to the Tenant of at least 24 hours in advance, except in the event of an emergency. The Tenant may not unreason-ably withhold consent to the landlord or his agents to enter the Residence. The Tenant agrees to waive the 24-hour notice when the Tenant(s) themselves report a maintenance issue.

9. EVICTION FOR VIOLATION OF LEASE.

- A. NOTICE OF VIOLATION. Violations of the term of this Lease can result in termination of the Lease and eviction of the Tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by the Tenant (see Paragraph C) if the Tenant does not live up to the terms of this Lease, the Landlord may deliver to the

Tenant a written notice that the Lease will end within (30) days. At the end of the 30-day period, the Lease term automatically terminates and the Tenant must leave the Residence and return the keys to the Landlord.

- A. EVICTION FOR FAILURE TO PAY RENT. If the Tenant is 20 days or more late in paying the rent, the Landlord may send a notice that states that the Lease term automatically terminates and the Tenant will leave the Residence and return the keys to the Landlord. Such termination shall not be affected by the receipt of the monies, whether previously owed or for current use, during the notice period or any period of the occupancy after termination.
- C. EVICTION FOR FALSE OR MISLEADING INFORMATION. Any false or misleading information by Tenant in an application for tenancy will be considered a breach of this Agreement and the Landlord shall have the right to cancel and terminate this agreement immediately and all deposits shall be forfeited in favor of the Landlord as liquidated damages.
- D. EVICTION FOR DANGEROUS ACTS. If the Tenant's actions pose an immediate threat to the health or safety then the Lease can be immediately terminated in writing, without prior notice.
- E. EVICTION FOR DISTURBING PEACE. If the Tenant violates paragraph 11, then the Lease can be terminated in writing without prior notice.
- F. EVICTION FOR CONVICTION OF ILLEGAL USE OR DISTRIBUTION OF A SCHEDULED DRUG. If the Tenant is convicted of the use or distribution of a scheduled drug, then the Lease can be terminated in writing without prior notice.
- G. In addition thereto, the Tenant covenants that he/she will furthermore indemnify the Landlord from and against any loss and damage sustained by reason of any termination, however caused. Landlord's damage hereunder shall include, but shall not be limited to any loss of rent; reasonable broker's commission for the re-letting of the leased premises; advertising costs; the reasonable cost of cleaning and repainting the premises in order to

The Tenant agrees to obey all community policies describing conduct and responsibilities. The Landlord may make reasonable additions or changes to these rules, upon thirty (30) days prior written notice to the Tenant.

10. DISTURBING THE PEACE.

The Tenant agrees not to cause or allow on the premises any excessive noise, nuisance or other activity, which disturbs the peace and quiet of neighbors or other Tenants in the building or violates any state law or local re-let the same, moving and storage charges incurred by Landlord in moving Tenant's belongings. In the event that Lessors prevail after a contested hearing to enforce this Lease brought as the result of wanton disregard by Lessee(s) of the terms hereof, Lessee(s) shall be liable to Lessors for Lessor's reasonable attorneys fees incurred in said action.

11. NOTIFYING THE LANDLORD OR TENANT

- A. NOTICE OF THE TENANT. Unless otherwise required in this Lease or by law, any notice from the Landlord to the Tenant will be valid only if; (1) it is in writing; (2) it is addressed to the Tenant at the Residence and personally delivered to the Tenant's Residence or sent by mail. The effective date of the notice will be the day it is personally delivered to the Residence or, if it is mailed, two days after the date it is postmarked.
- B. NOTICES TO THE LANDLORD. Unless otherwise required in this Lease or by the law, the Tenant will give all required notices to the Landlord or if appropriate, to the Landlord's Management Agent at the address given in this Lease. The effective date of a notice will be the date it is personally delivered to the Landlord or, if it is mailed, two days after the date it is postmarked.

12. SUBLEASING.

The Tenant agrees not to sublease or assign this Lease or any rights to the Residence.

13. OCCUPANTS.

The Residents listed on this Lease shall be the sole occupants of the leased premises other than guests staying at the property such as family/friends etc for short periods of time.

14. PETS.

The Resident may () may not () maintain 2 pets in the Residence

2. The Tenant agrees to indemnify and save the Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Tenant, his family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons. Tenant

15. GENERAL PROVISIONS.

This Lease shall be binding on the parties hereto, their respective successors, administrators or assigns. If more than one person has signed the Lease as Tenants, the obligations of such persons signing shall be joint and several. The failure of the Landlord to determine this Lease or to invoke any remedies under this Lease in any instance shall not be deemed or construed to be a waiver of the right of the Landlord to do so at any future time for the same, similar or other causes or reasons or recipients of public assistance. The Landlord shall operate the housing facility so that the housing and other services are readily accessible to and us-able by individuals with disabilities as defined in Section 504 of the Rehabilitation Act of 1973.

16. DISCRIMINATION PROHIBITED

The Landlord will not discriminate against the Tenant in the provisions of services or in any other manner on the grounds of race, religion, ancestry, national origin, sex, familiar status, physical or mental disability and/or membership in a class, such as unmarried mother

17. CONFLICT WITH STATE LAW.

If any provisions of this Lease conflicts with state law then the state law shall take precedence.

18. SMOKE DETECTORS.

By signing this Lease, Tenant acknowledges that the smoke detection has been properly installed and is in good working condition.

19. SIGNATURES.

The Tenant and the Landlord have each received identical copies of this Lease with attachments. Each copy has been signed and dated by both Landlord and Tenant.

Date

Tenant

_10/30/24_____
Date

John Herrigel

Landlord – John Herrigel