

RESIDENTIAL LEASE AGREEMENT

1. PARTIES

Designated as the Landlord: MidCoast Regional Housing Trust
(MCRHT)

Mailing address for rent: P. O. Box 15
Rockland, Maine 04841

Designated as Tenant: **Name**
Mailing address for Tenant: _____

Contact Information: **info@mcrht.org**

There will be no other persons residing in the Premises except as specifically authorized in writing by the Landlord.

2. PREMISES

The Landlord hereby lets the following property to the Tenant for the term of this Agreement: (a) the dwelling unit located at 161 West Street, Rockport ME 04856 (Premises).

3. TERM

The term of this Agreement will be for _____, beginning on _____ and ending on _____.

4. RENT

The monthly rental payment is \$ **2,200.00 per month** due and payable on the first day of each month. Rent shall be prepaid to the Landlord at the time of lease signing, or in whatever manner so prescribed in writing by Landlord to Tenant, and shall be mailed or otherwise delivered at such a time as to allow arrival on or before the date due. Tenant agrees to pay to Landlord a handling charge of \$30.00 for each check returned by any bank for insufficient funds or for any other reason. Landlord reserves the right to assess a charge of 4% of due rent for any late payment over 15 days past due. Non-payment of rent within 15 days of each due date shall constitute a breach of this lease.

5. UTILITIES

Utilities and services will be paid by the party indicated below:

Water - Tenant

Sewer - Landlord

Electricity - Tenant

Propane - Tenant

Trash Removal – Tenant. Trash will be kept in appropriate containers and must be removed every two weeks.

Cable/Fiber/Satellite - Tenant

Internet - Tenant

Plowing - Landlord

Shoveling - Tenant

Mowing - Landlord

6. KEYS AND LOCKS

At the end of the Term of this Lease, Tenant shall return all keys to locks on the Premises. Locks shall not be changed or altered, nor shall Tenant install new locks on the Premises without Landlord's prior written permission. Any new locks so permitted to be installed shall become Landlord's property at the end of the Term.

7. MULTIPLE TENANTS

In the case of multiple tenants, the applicants agree to pay the security deposit and monthly rent with one payment. The lease is a “multiple tenant lease which creates joint and several liability. This means every applicant is responsible for the entire rent and any lease violations, not just their portion. If one tenant moves out, a new tenant may be selected by the current tenants but must go through the same screening process and follow the same guidelines for approval and a new lease must be signed. One contact person will be designated by the tenants.

8. USE OF PROPERTY

The Tenant shall use the Premises only for residential purposes. No article or substance will be kept on the Premises, nor will any activity or occupation be conducted, which is illegal, noisy or dangerous.

9. TENANT'S DUTY TO MAINTAIN PREMISES

The Tenant will keep the dwelling unit located on the Premises in a clean and sanitary condition and free from vermin and rodents and will otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the Premises (other than normal wear and tear) is caused by acts or neglect of the Tenant or others visiting or occupying the Premises under his/her control, the Tenant will repair, in a workmanlike manner, such damage at his/her own expense. Upon the Tenant's failure to make such repairs and after reasonable written notice by the Landlord, the Landlord may cause such repairs to be made and the Tenant will be liable to the Landlord for any reasonable expense thereby incurred by the Landlord. Said expense will be paid by the Tenant within thirty (30) days of the Landlord's written demand therefore. Failure to pay such expense within thirty (30) days will be a default under this Lease and grounds for eviction.

10. RESTRICTIONS

- a. No pets are permitted in or around the Premises.
- b. No smoking is allowed inside or on the Premises. Any violation of this provision will be grounds for eviction.
- c. No outside storage of equipment or personal property shall be allowed.
- d. Tenant will not be permitted to keep or maintain any inoperable or uninspected/unregistered vehicles, trailers, boats, or motorcycles on the Premises without the prior written consent of the Landlord. Further, the Tenant understands and agrees that any such inoperable or unlicensed vehicles, trailers, boats or motorcycles may be towed away at the Tenant's expense.
- e. Potential limited storage allowed in the basement with prior Landlord approval.
- f. No attic access.
- g. Landlord reserves the right to institute reasonable rules to protect the Premises and the peaceable and quiet enjoyment of other tenants and neighbors.

11. ALTERATIONS

No alteration, addition, or improvements (including but not limited to repainting or wallpapering) will be made by the Tenant to the Premises.

12. NOISE

The Tenant agrees not to allow on the Premises any excessive noise or other activity which disturbs the peace and quiet of neighbors or other residents in the building.

13. INSPECTION BY LANDLORD

The Landlord may enter the Premises 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, appraisers, and tenants. If, however, the Landlord or his agent reasonably believes that an emergency (such as fire) exists which requires an immediate entry, such entry may be made without notice.

14 SECURITY DEPOSIT

The Tenant shall deposit **\$3000.00** with the Landlord as a Security Deposit. The Landlord will hold this Security Deposit in an account for the period the Tenant occupies the Premises. After the Tenant has vacated the Premises, the Landlord will determine whether the Tenant 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) During the course of Tenancy, should repairs need to be made to the Premises as a result of negligence or misuse by Tenant, Landlord shall deduct the cost of said repairs from the Security Deposit.
- b) Tenant agrees and shall replenish the Security Deposit within 30 days of expenditure to the original amount of \$3000 should repairs need to be made to the Premises as a result of negligence or misuse by Tenant.
- c) Should said repairs incur cost beyond that amount of the original Security Deposit, Tenant agrees and shall, within 30 days of expenditure, replenish the Security Deposit to the original amount of \$3000 plus any additional monies spent by the Landlord in the course of repair.
- d) After the Tenant has moved from the Premises, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

e) The Landlord shall refund to the Tenant the amount of the Security Deposit, less any amount needed to pay the cost of damages which are not due to normal wear and tear or any amounts needed to pay outstanding utilities or service fees unpaid by Tenant.

f) The Landlord agrees to refund the amount computed in the above paragraph within thirty (30) days after the Tenant has vacated the Premises and returned possession to the Landlord. The Landlord shall provide Tenant a written list of charges, if any, that were subtracted from the Security Deposit.

g) The Tenant agrees that it is his/her responsibility, prior to vacating the Premises, to leave the property broom clean and free of personal property and debris. All personal property will be removed. By signing this Lease, the Tenant agrees upon surrender or abandonment, as defined by the Maine statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property, other than to the extent required by applicable state law. Additionally, by signature below, Tenant hereby authorizes towing and/or removal of any vehicles abandoned by the Tenant or Tenant guest(s) on the property.

15. SUBLEASING & ASSIGNMENT

The Tenant shall not assign this Agreement or sublet or permit the Premises or any part thereof to be used by others, including short-term rentals through web services such as "Air BnB."

16. RETALIATION

If the Tenant reasonably and peacefully exercises any right granted under this Lease Agreement or any local, state, or federal law, the Landlord agrees not to retaliate against or harass the Tenant in any way, specifically including but not limited to eviction or threat of eviction, rent increase or services decrease, or substantial alteration of lease terms.

17. 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.

18. BREACH

Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the lease, any remaining term will be forfeited, and the Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages. Any false or misleading information provided by the Tenant in an application for tenancy will be considered a breach of this agreement and the Landlord will have the right to cancel and terminate this agreement immediately. During the pendency of any action for forcible entry and detainer, including any notice of termination, the Tenant 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 Tenant 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 possession of the Premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.

19. INDEMNIFICATION

The Tenant agrees to purchase and maintain liability insurance through a "Tenant's Policy." The Tenant agrees to defend, indemnify and hold the Landlord harmless from any loss, damage, claim demand, suits, judgments or liabilities which the landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or resulting from the use of the Premises or common areas by the Tenant, guests or invitees, unless such loss or damage was occasioned by the negligence of the Landlord or its agents. The Landlord must be provided with proof of said insurance annually.

20. NOTICES

Any notices will be considered to have been given when delivered in hand or three days after being mailed. Notices to Tenant may be delivered or mailed to the Premises. Notices to Landlord may be mailed to the address listed on page 1 above.

21. HOLDOVERS

If the Tenant holds over upon the expiration of the term of this Agreement and the Landlord accepts the Tenant's tender of the monthly rent provided by this Agreement, this Agreement will continue to be binding on the parties as a month-to-month agreement.

22. 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.

23. WAIVER

The waiver by the Landlord 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 Landlord will not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this lease, other than the failure of the Tenant to pay the particular rental so accepted.

24. ENTIRE AGREEMENT

This Lease contains the entire agreement between Landlord and Tenant. All prior or contemporaneous agreements, understandings, or representations are of no effect. This Lease may not be changed orally, but only by an agreement in writing, signed by the parties hereto. This Lease shall be construed in accordance with the law of the State of Maine.

WHEREFORE, we, the undersigned, do hereby execute and agree to this Lease Agreement:

Landlord

Tenant

Date of Signature

Date of Signature

Landlord

Tenant

Date of Signature