



Apex Rentals
1 Lindenwood Lane Falmouth, ME 04105
207-899-5001 Cell
949-203-0433 Fax

RESIDENTIAL LEASE

AGREEMENT OF LEASE made this _____ by and between _____ (hereinafter called "Landlord"), and _____ (hereinafter called "Tenant". In the case of co-tenants in this lease, all the obligations of each and every tenant shall be joint and several, and each of the co-tenants expressly agrees to perform the obligations and make the payments required under this lease without regard to any non-performance by a co-tenant. Any default of breach of the terms of this lease by any co-tenant shall constitute a default or breach by all co-tenants.

MANAGEMENT:

TENANT:

Name: _____

Name: _____

Address: _____

Telephone: _____

Telephone: _____

1. AGREEMENT TO LEASE

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord upon the terms and provisions of this Lease, the property located at : _____ (hereinafter called the " Unit").

2. TERM

The term of the Lease shall be for a period of _____ calendar months, commencing on _____ and ending on _____. The Tenant is specifically liable for all rent due and payable during this term. Early termination by the Tenant will not relieve him/her of this obligation to pay rent hereunder, subject to the Landlord's duty to mitigate. This Agreement shall automatically terminate on the first day of any month following the death of the Tenant. If more than one tenant, this provision shall only apply upon the death of the last surviving Tenant.

3. RENT

Tenant agrees to pay in equal monthly installments of _____ **dollars (\$_____)**, in advance or on the first day of each month during said term. If move-in occurs after the 8th day of the month, rent shall be prorated. Payments shall be made payable to and mailed to, or delivered to the office located at _____ or such other place as Landlord may designate, except that Tenant shall pay the first monthly installment on the execution hereof. Rent is payable by check or money order. No cash payments will be accepted. If tenant fails to pay rent within seven (7) days of the due date without making special arrangements in writing with Landlord, at Landlord's option, this lease shall be deemed to be breached and will lead to an eviction.

Tenant shall make all rental payments in full. Payment or receipt of a rental 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 Landlord shall be applied to the rent 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 despite any endorsement, stipulation, or other statement on any check or money order. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. The Landlord's acceptance of a partial payment will not forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or money order.

The parties agree that upon expiration of the initial term and with a minimum of forty-five (45) days written notice, the monthly rent due and payable may be increased by Landlord.

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

4. **PAYMENTS PENDING LITIGATION:**

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.

5. **LATE PAYMENT**

Time is of the essence in the Lease. Notwithstanding the foregoing provision in section 3 and without waiving any rights thereunder, if Landlord elects to accept rent paid after the 15 th day of the month, a late charge of four percent (4%) of the amount outstanding shall be charged and due as additional rent.

6. **PARKING**

This agreement includes: _____ . All visitors will need to park on appropriate side of the street in visitors parking. Disabled vehicles and unregistered vehicles may be removed by Landlord at Tenant's expense at any time. All residents will cooperate with Landlord to permit snow removal. No commercial trucks, boats, trailers or motorcycles may be parked on the premises without prior written permission from Association's Executive Board via the Landlord. Association reserves the right to change the parking policy from time to time. In such case, proper notice will be given to Tenant.

7. **OCCUPANCY AND USE**

a) Tenant agrees that the Unit shall be used as a residential dwelling unit and for no other purpose. The Unit shall be used only by Tenant(s) and other family members, if any, who are under the age of 18, listed on application, and only the persons specifically listed below:

_____	_____
_____	_____
_____	_____

(b) Tenant will observe and comply with reasonable rules and regulations from time to time promulgated by the Association and the Landlord and with all federal, state and local laws, regulations and ordinances affecting Tenant's use of the Unit.

(c) Tenant shall do or keep nothing, nor allow anything to be done or kept, in the Unit which would cause any of Landlord's insurance to be adversely affected. If Tenant's use or occupancy of the Unit increases the premium on any insurance policy, Tenant shall pay for the increase.

8. **ASSIGNMENT, SUBLETTING, ETC.**

Tenant shall not assign, mortgage or encumber this Lease or tenant's rights hereunder; nor sublet the Unit or any part thereof; nor permit Unit to be used by others without the prior written consent of the Landlord in each instance. Landlord shall have the right to assign its interest in this Lease to a purchaser of the Unit. Upon such assignment this Lease shall remain in full force and effect.

9. **ALTERATIONS**

Tenant shall not make alterations, decorations or improvements in or to the Unit or install, attach, remove or exchange appliances or equipment without Landlord's prior written consent. All materials installed in or affixed to the Unit by either party shall become the sole property of Landlord, unless otherwise agreed in writing and shall remain in and be surrendered with the Unit at the end of the term hereof.

10. **DAMAGE**

Tenant shall not commit or permit any strip or waste of the Building and of the Unit or any part thereof. Any damage to or destruction of the Unit, or to any personal property belonging to Landlord located in or about the Unit, arising from the negligence or willful act or omission of Tenant, persons living with Tenant or his or their contractors, agents or invitees shall be the responsibility of Tenant, who shall reimburse Landlord for all resulting expenses and shall indemnify and hold Landlord harmless from the same.

11. **SUBORDINATION**

This Lease is subject and subordinate to mortgages which may now exist or hereafter be executed and delivered covering the Unit or any part thereof. Although the subordination provisions of this Section are, in fact, binding on the parties, Tenant shall within five (5) days after demand execute any and all instruments requested by Landlord to evidence such subordination. If Tenant fails to do so, Tenant hereby irrevocably appoints Landlord as Tenant's attorneys-in-fact to execute those instruments for and on behalf of Tenant.

12. **UTILITIES**

Utilities and services shall be paid by the parties as follows:

	LANDLORD	TENANT
Electricity	_____	_____
Heating Oil	_____	_____
Natural Gas/Propane	_____	_____
Water	_____	_____
Sewer	_____	_____
Trash Removal	_____	_____
Air Conditioning	_____	_____
Yard Maintenance	_____	_____
Snow Removal	_____	_____
Telephone	_____	_____
Cable TV	_____	_____
Internet	_____	_____
Poland Spring Water	_____	_____

To the extent to which heat and/or hot water is to be provided by Landlord, Tenant shall take all reasonable measures to conserve heat and hot water by not opening the windows when the heat is on, not excessively heating the premises, not unnecessarily wasting or running hot water and by observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant's non-compliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon seven (7) days notice to the Tenant.

13. **LOSS AND DAMAGE TO PERSONAL PROPERTY OF TENANT**

Tenant agrees that it shall be Tenant's obligation to insure his personal property. Landlord shall not be liable for any loss of, damage to or destruction of property located in or about the Unit occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water or theft by any person. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming through or under Tenant by way of subrogation or otherwise, arising from the destruction or loss of or damage to any personal property located in or about the Unit belonging to Tenant or others, unless caused by the negligence of the Landlord or Landlord's agent in respect thereof, to the extent that such destruction, loss or damage is covered by insurance carried by Tenant, in order that no insurance carrier shall have a claim by way of subrogation against Landlord for such damage, destruction or loss.

14. **DAMAGE TO OR DESTRUCTION OF DEMISED PREMISES**

If during the term of this Lease, the Unit or the Building is so destroyed or damaged by fire or other unavoidable casualty not the fault of Tenant as to render the Unit as a whole unfit for occupation, then the rent shall be suspended until the Unit shall have been repaired; or this Lease shall, at the election of either Landlord or Tenant, upon written notice thereof to be given to the other within thirty (30) days after such damage or destruction, thereby be terminated, without prejudice to any rights of Landlord for breach of contract, arrears of rent or otherwise. If, however, such damage or destruction does not render the Unit

unfit for occupation, Landlord shall promptly undertake to repair the same, in which event this Lease shall remain in full force and effect without any suspension of rent.

15. **REPAIRS AND MAINTENANCE**

During the term of this Lease, Tenant shall keep and maintain the interior non structural portions of the Unit and any appliances contained therein including, without limitation, floors, carpeting, walls, paint, wallpaper, ceilings, paneling, windows, storm doors, storm windows, screens, plumbing system, electrical system, stoves, washing machine, dryer and refrigerator, if any, neat and clean and in as good repair, order and condition as the same may now be or may hereafter be placed by the Landlord. This Section is not intended to refer to reasonable wear and tear and damage by unavoidable casualty. If Tenant fails, within a reasonable time, to make repairs as provided herein or make such repairs improperly, Landlord reserves the right to make or correct such repairs without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for damage resulting therefrom, and Tenant shall reimburse Landlord in full and on demand for the cost of effecting compliance with Tenant's obligations under this Lease.

16. **ACCESS TO PREMISES**

The Landlord 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 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.

17. **DEFAULT**

Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the lease and the Tenant will be given a seven (7) day Notice of Termination of Lease. If the Tenant fails to vacate prior to the expiration of the Notice of Termination of Lease, the remaining term will be forfeited and 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 and all deposits will be forfeited in favor of the Landlord as liquidated damages. During the course 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.

18. **LEGAL PROCEEDING**

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney's fees and court costs from the other.

19. **INDEMNITY**

Except to the extent caused by the negligence or willful misconduct of Landlord, its agents, servants, and employees, Tenant will defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including, but not limited to, attorneys' fees and disbursements) in connection with the occupancy or use by Tenant of the Unit or any part of the Landlord's property or occasioned wholly or in part by act or omission of Tenant, any persons living with Tenant, or his or their contractors, agents or invitees. The provisions of this Section shall survive the termination or expiration of the term of this Lease. Unless, such damage is caused by the negligent acts or omissions or the willful misconduct of Landlord, or its agents, and then only to the extent of Landlord or its agents' negligence, neither Landlord, nor its agents, shall be liable for, and Tenant hereby releases them from, all claims for losses sustained by Tenant, or any person claiming through Tenant resulting from any occurrence or condition in or upon the building.

20. **EMINENT DOMAIN**

If all or any part of the Unit shall be taken by any competent authority for any public or quasi-public purpose or use, or a settlement or a compromise in lieu thereof be made, this Lease shall cease and terminate from the date when possession of the Unit which is taken shall be required. Resident shall have no right to any damages awarded or settlement made.

21. **COVENANT OF QUIET ENJOYMENT**

Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing all of the provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Unit during the term without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to

Landlord's interest in the building and the real estate upon which said Building is situated for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to finish the same when prevented from so doing by any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant, any persons living with the Tenant, or his or their contractors, agents, invitees, or any person claiming by, through or under Tenant.

22. **END OF TERM**

Tenant will, upon termination of this Lease, surrender the Unit and all fixtures and equipment of Landlord therein in good, clean, and operating condition and in the same condition as when received, ordinary wear and tear excepted. At the time of vacating, Tenant shall clean the Unit, including without limitation, cleaning the stove and refrigerator, and shall remove all trash from the Unit. Carpet shampooing will be professionally done by the Landlord at the Tenant's expense, which is twenty-five cents (\$0.25) per square foot of carpet. If the cleaning and removal of trash is not done by Tenant, Landlord may have that done at Tenant's expense. Upon vacating the Unit, Tenant shall deliver all keys thereto to Landlord immediately after vacating; should Tenant fail to comply, Landlord may charge Tenant for changing locks.

23. **HOLDOVER**

If Landlord elects to renew the Lease, the Landlord must provide the Tenant with a forty-five (45) day written notice from the end of Lease term of intention to renew or not renew this Lease. If such notice is not given, Landlord may elect to terminate this Lease agreement at the end of the term, and the premises shall be vacated on termination date of this Lease, or its anniversary date if the Lease was renewed prior thereto. If Tenant requests to stay for additional months after lease term has ended, Landlord will make the decision at the time of the request. If Landlord agrees to let Tenant stay for additional months, a supplemental charge of 10% will be added to Tenant's current monthly rental obligations.

24. **EARLY TERMINATION**

Tenant may not terminate this Lease. All rights of Landlord that have accrued including all rights relating to the condition of the leased premises shall survive.

25. **SECURITY DEPOSIT**

The Tenant has deposited \$_____ with the Landlord as a Security Deposit. The Landlord will hold this security deposit, in an account for the period the Tenant occupies the apartment. After the Tenant has moved from the apartment, 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) After the Tenant has moved from the apartment, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b) The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
 - 1) unpaid rent;
 - 2) damages which are not due to normal wear and tear;
 - 3) charges for late payment of rent and returned checks as described in paragraph six; and;
 - 4) any other charges due and owing by the Tenant to the Landlord.
- c) The Landlord agrees to refund the amount computed in the above paragraph within thirty (30) days after the Tenant has permanently moved out of the apartment and returned possession of the apartment to the Landlord. The Landlord will also give the Tenant 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) person, the Tenants agree that they will work out the details of dividing any refund amount among themselves. The Landlord may pay the refund to any person identified as a Tenant in this lease agreement.
- e) The Tenant agrees that it is his responsibility, prior to vacating the premises, to clean the entire unit including the 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, turned off and the door left open. 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 Landlord. All burned out light bulbs will be replaced. Smoke alarms will be in place and undamaged, with working 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 Landlord 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 Tenant will be responsible for the prorated share of the cost of repainting or replacement.

h) 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 \$_____ per hour. The Tenant will be charged at the lease rate for anytime that the apartment is not rentable due to damage caused to the premises by the Tenant or his guests or invitees.

26. **ASSIGNMENT OF RENTS**

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on the apartment, Tenant agrees: (a) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any obligation of Landlord hereunder, unless such holder shall by written notice sent to Tenant, specifically otherwise elect; and (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Unit.

27. **PETS**

No animals, birds, reptiles or pets of any kind or nature whatsoever shall be permitted in the Unit or common areas. The granting of consent to others shall in no way be deemed the granting of consent to Tenant, nor obligate Landlord to grant consent to Tenant. Any consent so given may be revoked at any time.

28. **RULES AND REGULATIONS**

From time to time it may be necessary for Landlord to change the rules and regulations. Landlord will only do this to preserve the obligation of this agreement. In that event, Tenant agrees to comply with these rules. Landlord must insist that water beds cannot be used in the premises without prior written consent. Consent will only be granted if Tenant provides proof of insurance coverage for possible resulting damages due to the use of water beds. Changes in rules and regulations shall be effective immediately upon delivery of a copy of the same either to Tenant personally or left at Unit.

29. **NOTICES**

(a) Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or Tenant, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, as follows:

To Management: Apex Rentals, 1 Lindenwood Lane Falmouth, ME 04105

To Tenant: At the address of the Unit or to such other address as may from time to time hereafter be designated by one party to the other by like notice.

(b) After receiving written notice from any person, firm or other entity stating that it holds a mortgage on the Building, Tenant shall, so long as the mortgage is outstanding, be required to give such holder the same notice as required to be given to the Landlord under the terms of this Lease and it is further agreed that such holder shall have the same opportunity to cure any default and the same time within which to effect such cure as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Building.

30. **ENFORCEABILITY OF LEASE**

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant. All rights, obligations and liabilities herein give to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenant.

31. **MISCELLANEOUS PROVISIONS**

a) Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time. The consent or approval of Landlord to or of any

action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

(b) No act by Landlord shall be deemed a termination of this Lease or an acceptance of the surrender of the Unit, and no agreement to terminate this Lease or accept a surrender of said Unit shall be valid unless in writing and signed by Landlord.

(c) Invalidity of Particular Provisions. If any term or provision of this Lease, or this application thereof to any application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

(d) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

(e) Recording. Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other to execute a Memorandum of Lease in recordable form and satisfactory to Landlord's attorney.

(f) Section Heading. The Section headings throughout this instrument are for reference only.

(g) "Tenant" Defined - Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord and Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, or a group or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in case fully expressed.

32. **RULES AND REGULATIONS**

Tenant further agrees to conform to the following provisions during the entire term of this Lease:

(a) Tenant may use the sidewalks adjacent to the Unit or the hallways in common with others only for ingress and egress to and from the Unit and shall not in any event place receptacles, bicycles, or any other articles or obstructions in or upon any common areas.

(b) No dirt, waste, trash, or other substance or article may be swept, thrown, or disposed of from the Unit or from any portion of the Building except in accordance with rules established by Landlord from time to time.

(c) Tenant shall not perform any act or carry on any practice or permit any act or practice which may damage the Unit or any portion of the Building.

(d) Tenant will not use the Unit or allow it to be used for any disorderly or unlawful purposes or in any manner that interferes with the rights, comfort, safety, or enjoyment of any other Tenant in the Building.

(e) No article may be hung or shaken from the windows, doors, porches, and balconies of the Unit or of any portion of the Building.

(f) Tenant shall not smoke cigars, cigarettes or pipes in the Unit or in any of the common areas.

OWNER:

By: _____ Dated _____
Its Owner

_____ Dated _____
Tenant

_____ Dated _____
Tenant

MANAGEMENT:

_____ Dated _____
Apex Rentals