

LEASE FOR THE CHAPMAN IRREVOCABLE TRUST

Bonnie Chapman, herein known as “Landlord” and Renee Whitley and William Lovejoy, herein known as “Trustees” of the following properties 109 Middle Street, and 395 High Street all located in Farmington, Maine do for valuable consideration rent to:

NAME

SOCIAL SECURITY NUMBER

Hereinafter referred to as “Tenants” of Apartment #1 located at said 109 Middle Street, Farmington, Maine, commencing on June 1st, 2019, ending on May 25th, 2020, (the apartment must be vacated by 10:00 a.m. of the last day of this lease). Rent has been calculated into a monthly fee of \$1125.00, due by the 1st of each and every month and **no later than the 4th**, payable in advance. **A late fee of 4% of the total rent charged** for the apartment, is assessed if paid after the 14th of the month regardless of whether a partial amount is due or the rent in its entirety. Rent is considered delinquent if not paid by the date due of the 14th. All delinquent rent is reported to the Maine Credit Bureau, which is then reported to all three major credit bureaus.

Security Deposit equal to one month’s rental fee of \$1175.00 is acknowledged as security. **This security deposit is the landlord’s insurance that this rental agreement will be adhered to and as security against physical damages and abuse of the premises. Signing of this lease alone constitutes a legal binding document. The landlord will return the security deposit to the tenant at the end of this lease. The landlord has 30 days in which to report any deductions and return unused portion to tenant.**

The last month’s rent is due and payable by May 1st in the amount of \$1175.00.

All money is due by June 1st. This must be paid in full before occupancy is permitted.

The following conditions apply:

LANDLORD’S OBLIGATIONS

- 1) Landlord agrees to provide water and heat. In the event of a major energy price increase after the signing of this lease, the landlord may give in writing a 45-day notice to all tenants of a rent increase to cover this unforeseen condition. The landlord considers any price over twenty cents per gallon a considerable increase. This increase will be documented by the landlord’s energy expense at the time of your lease signing the previous winter.
- 2) Landlord agrees to provide for household garbage removal. In doing so dumpsters are provided at 109 Middle Street and 395 High Street. Tenants at 121 Middle are responsible for transporting their garbage to the dumpster at 109 Middle, 395 High Street and 398 High Street have a dumpster they share, and 117 Wilton Road has one in the rear parking lot. At no time are dumpsters to be blocked or trash to be stored in common areas or on decks. No household furnishings can be put in or around the dumpsters. Tenants must dispose of unwanted furnishings at the Farmington Landfill on Rt. 2 headed towards Farmington Falls.
- 3) Landlord reserves the right to inspect any apartment on a monthly basis or as necessary when emergencies arise, or a condition has arisen which warrants an apartment inspection. This is not limited to maintenance issues but can include open windows in winter, smoke smells, or signs not normal to the eye of the landlord or her representatives. The landlord also reserves the right to enter and show apartment to prospective tenants at anytime during 2nd semester. This clause in your lease is considered adequate notice of this

happening. Whenever possible, a 24-hour reminder will be given, but it is understood by the residing tenants that this may not always be the case...

- 4) Landlord will provide a working smoke detector in each apartment and it is the tenant's responsibility to notify the landlord of any malfunctions. If a tenant tampers with a smoke detector, the landlord reserves the right to notify the State Fire Marshall's Office or evict the tenants responsible.
- 5) The Landlord will make all necessary repairs that are submitted to her. This request must be in writing and signed by tenants. Both parties acknowledge that due diligence will be given in order of importance and life safety issues. In the event that such repairs are due to tenant actions or inaction the tenant will assume the cost of these repairs by the landlord or her agents. Payment of all costs will be made within 30 days upon presentation of bill. At no time may the tenant make alterations to or deface the apartment. If a tenant wishes to paint the apartment, colors must be approved by landlord and put in writing.

TENANT OBLIGATIONS

- 1) Tenants must keep their apartment clean, neat and orderly. No unnecessary holes are to be put in the walls or woodwork. Apartment inspections are made with a 24-hour notice.
- 2) Tenants may not sublet their apartment without the express written consent of the landlord, or have friends stay during vacations or May term. Nor may they allow others to live in the apartment unless they are on the lease. Any person staying more than two nights will be considered a tenant and your apartment will be charged as such. This is a cause for eviction if it should happen.
- 3) Tenants agree to make rental payments in a timely manner throughout the lease, keeping in mind it is their responsibility to deliver unto the landlord their rent and not hers to come looking for it. Charges against your security deposit will be made if collection efforts on the part of the landlord are made necessary. These include but are not limited to phone calls, emails or physically coming to your apartment.
- 4) Any tenant vacating the apartment before expiration of the lease will not relieve that tenant or all other parties to the lease of the obligation to pay the rent for the remaining portion of the term of this agreement. The tenants will be responsible for all legal fees incurred by the landlord in the enforcement of this agreement. Delinquent rents are reported to the Maine Credit Bureau on a monthly basis.
- 5) Tenants through private negotiations with the suppliers shall pay cable, telephone and computer-networking services and electrical services.
- 6) There will be no loud or boisterous behavior by any occupant of said apartment or their guests. This includes the playing of loud music, televisions, stereos, or videos. Such entertainment must be for your enjoyment only not that of the entire building.
- 7) **Under no condition will any kegs, beer die, beer pong or any other such tables be allowed in the buildings or on the premises whether brought there by you or guests. The landlord reserves the right to remove any such table from the premises and return to owners at the end of the lease.**
- 8) **All tenants acknowledge that should the police department respond to a call for a disturbance at your apartment it would mean an immediate loss of your security deposit. One or all of the following actions will also be taken; eviction, summons, arrest, notification to parents should you be under the age of 25 and a double security deposit should a new lease agreement be reached following the incident.**
- 9) No running in hallways, on stairways or fire escapes. At no time is any tenant allowed on the roofs of our buildings.
- 10) A working smoke detector is provided in your apartment and the landlord will make scheduled inspections of such. Tampering with a smoke detector will result in being reported to the State of Maine Fire Marshall's office. This is a life safety issue and not to be taken lightly. Should you notice a malfunctioning or beeping smoke detector it is to be reported to the landlord immediately.
- 11) No storage is provided in the basements for tenant's personal items. The management will dispose of any items left there.
- 12) At no time does any tenant have our permission for any agricultural activity, cultivating or harvesting. No such activity is allowed, in or around our buildings. **Anyone using cannabis in the units, will be charged for professional cleaning of the apartment by persons authorized to do so as not all future tenants can tolerate the residual effects from the smoke.**

- 13) **No grills** are allowed on any patios, decks, or fire escapes. All grills must be on the lawn areas of the building and at least twenty feet from the buildings. No smoking is allowed in the hallways or common area of the buildings. No candles are allowed in the apartments. If you are a smoker you must smoke 20 feet away from any entrance to the building.
- 14) Tenants agree to maintain the heat in the apartment to a temperature not to exceed 70 degrees, but no lower than 60 degrees during the winter months. It is also understood that once the temperature drops below 60 degrees during the daytime hours no windows shall be opened to allow heat escape. All thermostats are set with the limits stated above. Forcing the thermostats will result in damage to the unit and loss of heat in your apartment. **Doing so will result in tenant being financially responsible for all damages caused by broken thermostats, frozen pipes and for loss of heat. A minimum charge of \$150.00 per incident will be assessed against security deposits.**
- 15) **Tenants** are responsible to the landlord for the conduct of any and all guests, visitors or invitees whether know by tenants or not. This means that tenants may not escape liability to the landlord for the conduct of a tenant's guest, visitor or invitee; in addition, the tenants assume joint and several liabilities. There will be no alterations of this rental agreement unless in writing and signed by the parties hereto. This mean, specifically that all of you are equally responsible for the total amount due for rent. This rental agreement includes the entire terms between the parties relative to the apartment and no oral agreements or statements whether made before, during or after this written rental agreement shall be binding on the parties unless reduced to writing and signed by all parties. Tenants waive his/her/their insurance company's rights of subrogation against the landlord. Tenants are required to provide their own renters insurance, if they wish to be insured against damages to their personal possessions in the event of a fire or water damage. The landlord is NOT responsible for your personal property.
- 16) If the tenants uses the premises for any other purpose or in any other manner than specified, or fails to pay the rental when rental becomes due, whether payment is demanded or not, or fails to perform and of his/her/their agreement is set forth, or to conform to all of the restrictions stated, then and in any such case the landlord or her assigns may at her election, give notice of such misuse, failure to perform any agreement, or failure to conform to any restrictions, by leaving written notice by any method of delivery reasonably calculated to bring notice to the tenants that a breach is claimed by the landlord. Forfeiture or termination of the lease shall be deemed to occur at such date as is specified in the notice. No failure on the part of the landlord or her assigns to enforce a forfeiture of this agreement for any breach by said tenant of any condition or agreement shall be construed as a waiver of the right to enforce forfeiture for subsequent of the same or any other of said conditions and agreements.
- 17) No pets are allowed on premises without the express written consent of the landlord and a PET AGREEMENT form signed by both parties. There is a \$100.00 non-refundable deposit for all cats. **No dogs of any kind are allowed on premises at anytime for any reason**
- 18) **Any changes made to this document concerning tenancy/occupancy (as in a sublease agreement) are subject to a documentation fee of no less than \$100.00 to cover clerical time and legal papers. Sublease agreements do not negate the original lease from obligations under the lease should the sublease default.**

To all the foregoing the parties hereto agree this _____ day of _____, 20 ____.

Tenants

Bonnie J Chapman

signature of landlord _____

