

Oceanway Condo, 15 Long Beach Ave., York, ME

Date: \_\_\_\_\_ Leases To: \_\_\_\_\_ (Printed Name) Hereinafter called Tenant.

Witness that the Tenant above leases the premise in York Beach, Maine, located at 15 Long Beach Avenue, Unit Number \_\_, Oceanway Condominiums; Being a two-bedroom, one bath, condominium, for the use of no more than 4 persons and parking designated spaces for 2 cars.

To hold for the term beginning on or about \_\_\_\_\_ (start date) and ending on or about \_\_\_\_\_ (end date). The adjustment of the above stated dates shall be solely at the discretion of the Landlord. Additional or fewer days rental shall be pro-rated by the one-thirtieth (1/30) of the monthly rate.

And for such term, the Tenant has agreed to pay a security/utility deposit of \$950, to be held by the Landlord. Said deposit is not to be considered prepaid rent, nor shall damages or claims (if any) be limited to the amount of said deposit. This security deposit will be used to pay for excessive cleaning necessary, repair of damaged item(s), replacement of item(s) removed/lost, and any utilities listed below to be paid by the Tenant. Said security deposit shall be returned by Landlord to the Tenant within approximately thirty (**30**) days from the vacancy of the premises by Tenant with an itemized list of deductions related to any damages, replacements, cleaning and utilities.

The Tenant does promise to pay said rent for Oceanway Condominium, Unit \_\_ as follows:

Payment #1 \$950 first month's rent due upon reservation of the dwelling \_\_\_\_\_ (date)

Payment #2 \$950 last month's rent due upon occupancy of the dwelling \_\_\_\_\_ (date)

Payment #3 \$950 security deposit due upon occupancy of the dwelling \_\_\_\_\_ (date)

1. Landlord has notified Tenant that Landlord is responsible for the care and maintenance, and repair of said property and should be notified if any damages occur to the premises.
2. **Rental Amount:** Landlord leases to Tenant, Oceanway Condominium Unit \_\_, at the rate of \$950 plus utilities as specified below, payable on the \_\_\_\_\_ day of each month during the lease period commencing on or about \_\_\_\_\_. The total monthly dollar amount due shall be \$950, exclusive of utilities.
3. **NO SMOKING:** There is to be No Smoking in the unit for the entire term of the lease. Such behavior shall be grounds for removal of Tenant/forfeiture of security deposit, and Tenant shall be responsible for payment of any related costs for cleaning/replacement of items which may result from such activity.
4. **Term:** The Landlord rents to the Tenant the premise at the above listed rental amount for one or about \_\_\_\_\_ (start date) to on or about \_\_\_\_\_ (end date). In the event of any breach by Tenant of the agreement, Tenant shall forfeit the security deposit and the

last month's rent and Landlord shall be entitled to pursue any and all remedies provide/recognized by applicable law.

5. **During Tenancy:** Tenant in addition to the covenants set forth herein shall adhere and comply to all Oceanway Condominium rules.
6. **Care of Premise:** The Tenant shall not paint, decorate, nor otherwise embellish the premises without the prior written consent of the Landlord. No additional electrical items- in particular heating devices, nor waterbeds are permitted without the prior written consent of the Landlord. At the termination of the tenancy, Tenant shall deliver to Landlord the premise and all associated items therein good, clean, and operable condition- reasonable wear expected.
7. **Maintenance:** For maintenance and repair issues, Tenant shall contact Landlord at [603-703-2347](tel:603-703-2347) or [603-703-2348](tel:603-703-2348). This also applies to emergencies should they arise.
8. **Cleanliness:** Tenant shall maintain premises in a clean condition and keep same/similar condition as when taken occupancy. Dirt, refuse, trash, disposable items shall be deposited directly into the common trash bin/area.
9. **Disturbance or Illegal Use:** Neither Tenant nor any authorized guests shall cause any offensive disturbances, including noisy or offensive behavior, nor cause any damage, nor perform any illegal actions, nor interfere with the rights of other occupants of Oceanway Condominiums. No articles shall be hung or shaken from windows, doors, porches, or places upon the exterior walls or windows.
10. **Common Areas:** Neither receptacle vehicles, bicycles, baby carriages, nor other articles shall be placed in common passageways/areas.
11. **Utilities:** Tenant shall pay, as they come due, all utilities include electricity, sewer and cable- water excepted.
12. **Keys and Locks:** Locks shall not be changed, altered or replaced; nor new locks be added by Tenant without the prior written consent by Landlord.
13. **Indemnification, Loss and Damage:** Tenant agrees to indemnify and hold Landlord harmless for any and all liability, loss, injury or damages arising from any nuisances made or suffered on the premises by Tenant or guests from any conduct whether carelessness, neglect, or otherwise. Further, Landlord shall not be held liable for any losses or damages of any kind for any and all personal property or injury to Tenant or guests. Tenant agrees to indemnify and hold Landlord harmless from expenses to which Landlord may be put arising be reason of injury, death to persons, or property resulting from Tenant's use/occupancy of such premises.
14. **Parking:** There are [two](#) designated parking spaces provided with the occupancy of said Condominium.
15. **Pets:** There are no pets allowed on the premises at any time. If such occurs, the security deposit shall be forfeited, and Tenant may be dismissed from the premises at Landlord's sole discretion.

16. **Property:** Tenant has inspected the property and accepts the property for the lease period, as is, prior to the execution of this lease.
17. **Plumbing:** Sinks/toilets shall be used so as not to incur plumbing problems. No improper articles shall be disposed of in these fixtures. If such occurs and repair is required, it shall be at Tenant's expense.
18. **Repairs:** Tenant shall be responsible for the upkeep of premises and maintaining all items in good working order- reasonable wear and tear expected. Landlord shall make repair of items that are broken and reimbursed for repair expenses by Tenant. Landlord shall be responsible for repair and related expenses for failed items resulting from reasonable wear and tear.
19. **Entry:** Landlord and/or Landlords designated agent(s) may from time to time enter premise, and to the extent possible, provide reasonable notice to Tenant (**24 hours**), in order to inspect premises, make repairs, show to prospective Tenants, pursuant to any court order, or otherwise protect the premise.
20. **Occupancy:** Tenant shall not sublet premises. Guests may not visit premises for periods greater than one week without Landlord's consent. In the event additional person(s) reside at said premise for greater than one week without Landlord's consent, Landlord may increase the monthly rate at **\$200/week** for each week guests stayed, remove Tenant from premises, and Tenant shall forfeit the security deposit and any unused rent.
21. **Payment:** Payment shall be made on the \_\_\_\_\_ day of each month. A **\$25** late fee shall be assessed after a delinquency of **five (5)** days. Landlord may evict Tenant for nonpayment of rent/delinquency of payment by more than **ten (10)** days.
22. **Condominium Occupancy:** Landlord and Tenant agree- should the premises be destroyed or otherwise not be habitable, the lease terminates, and any unused rent shall be returned to Tenant.
23. **Notices:** All formal notices shall be in writing and shall be effective from the date of delivery to either the Tenant or Landlord as the case may apply.
24. **Additional Furniture:** There shall be no additional furniture moved into/stored in the condominium without the prior consent of Landlord.
25. **Heating and Thermostats:** No alternate source of heating shall be used by Tenant other than that provided by Landlord on the premises. The temperature for all the thermostats must remain at a minimum temperature of **50 degrees Fahrenheit** at all times. Any resulting issues due to lower temperature settings shall be at Tenant's expense.
26. **Professional Rug Cleaning and Tenant Departure:** There shall be a \$200.00 cleaning fee (exclusive of the security deposit) for professional rug cleaning paid by Tenant to Landlord upon departure.
27. **Remittance Address for Monthly Rental Payments:**

Timothy F. Horan  
134 Purdue St.  
Manchester, NH 03103

Signatures:

TENANT PRINTED: \_\_\_\_\_

TENANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

LANDLORD PRINTED: \_\_\_\_\_

LANDLORD SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_