

LEASE AGREEMENT

1. This **LEASE AGREEMENT** is made on January 1, 2015 [the "Effective Date"], by and between Blacktree Holdings, LLC (a Delaware limited liability company with a principal place of business located at LANDLORD-ADDRESS) [hereinafter "Landlord"] and Jane Doe (an individual or individuals residing in Cumberland County, Maine) [hereinafter "Tenant"]. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the main dwelling located at LOCATION-TBD [hereinafter the "Premises"] for a term of twelve (12) months. This term [hereinafter the "Lease Term"] shall begin at 12:01 A.M. local time on January 1, 2015, and shall end at midnight on December 31, 2015. Tenant covenants to pay as rent for this Lease Term the total sum of forty-eight thousand dollars (\$48,000), which sum Tenant covenants to pay in twelve (12) installments of four thousand dollars (\$4,000) hereinafter, the "Rent" each in advance on or before the first (1st) day of each month during the Lease Term at the Landlord's address noted above or such other place as Landlord may designate. If a rent installment is fifteen (15) or more days late, Tenant agrees to pay a late charge of one hundred and sixty dollars (\$160.00), or four percent (4%) of the overdue monthly rental payment. **This constitutes written notice that a penalty of four Percent (4%) will be assessed on rent that is fifteen (15) days past due.** The foregoing late payment premium shall not be construed to limit the remedies of Landlord if Tenant fails to pay any installment of rent when due, including, without limitation, Landlord's right to declare a default. Tenant agrees not to deduct any expenses or amounts from any rent payment(s) without first giving Landlord advance notice and at least fourteen (14) days to address the condition. Landlord may increase the Rent upon forty-five (45) days' written notice to Tenant, pursuant to 14 M.R.S.A. section 6015.

The Landlord and Tenant further covenant and agree as follows:

2. **USE.** Tenant will use the Premises leased hereby as a residence only. Tenant may not engage in or allow any illegal conduct on the Premises.

3. **OCCUPANTS.** Tenant and ___persons shall be the sole occupants of the leased Premises _____ unless prior written consent of the Landlord is obtained in each instance of desired change in the above-listed names. No more than four (4) adults and two (2) children may occupy the Premises at one time.

4. **SECURITY DEPOSIT.** Tenant agrees to a deposit in the amount of eight thousand dollars (\$8,000.00) for full and faithful performance by Tenant of all terms, covenants, and conditions of this Lease [hereinafter the "Security Deposit"].

The Security Deposit is in addition to rental payments, and is not to be substituted by Tenant for unpaid rent. The Security Deposit may be used by Landlord to repair damage to the Premises or property chargeable to Tenant under this Lease and for the actual cost of unpaid rent and other charges agreed to in this Lease or for the cost of storing and disposal of unclaimed property or any other lawful purpose. Landlord covenants that the Security Deposit: (1) will not be used to pay for routine cleaning and painting, and that Tenant has been invited to inspect these Premises and to make note on this Lease of any preexisting conditions; and (2) will either be (a) returned in its entirety if Tenant fully and faithfully performs all of the terms, agreements, covenants and conditions of this Lease, or (b) if not returned completely, Tenant will receive an itemized statement of charges against the Security Deposit deducted by Landlord and will receive the balance of the Security Deposit within thirty (30) days of the termination of tenancy under this written Lease.

5. **SERVICES.** The responsibilities and costs for supplying utilities and other services are as follows:

<i>Service Costs</i>		
SERVICE***	LANDLORD	TENANT
Electricity**	X	
Heating*		X
Fuel, Heating & Cooking	X	
Cold Water	X	
Trash Removal	X	
Yard Work	X	
Snow Removal	X	
Telephone	X	
Cable/Satellite TV	X	

*If tenant agrees to have NEST thermostat cap heating at 68 degrees, Landlord will supply oil for heat and hot water alternate is Landlord fills first tank and then Tenant leaves at least ¼ tank upon departure. **Tenant is not allowed to operate an electric space heater at any time for any purpose. ***Landlord is familiar with typical operating costs for property and may ask Tenant for additional payment should any Services exceed typical monthly amounts.

6. **ASSIGNMENT; SUBLEASING.** Tenant agrees not to sublease the Premises or assign this Lease. Landlord may assign this Lease.
7. **ALTERATIONS.** Tenant shall make no alterations, additions, affixations, or improvements in or to the Premises, surrounding buildings, or the grounds without Landlord's prior written consent, to which Landlord may attach conditions. All material installed and changes made by either party, including all paneling, decorations, partitions, wall-to-wall carpeting, or other attached floor covering, floors, and the like shall either: (a) remain in and be surrendered to Landlord as part of the Premises; or (b) if installed without Landlord's written consent, or not in accordance with Landlord's conditions, be removed at Tenant's expense.
8. **DAMAGE.** Tenant shall not damage the Premises, or any of the property located at 198 Pheasant Hill Drive, including the grounds, and shall not commit or permit any strip or waste of the same. Any damage to these properties (other than normal wear and tear) arising from negligence or willful acts or omissions of Tenant, persons living with Tenant, or his, her, or their employees, invitees, or guests, shall be the responsibility of Tenant, who shall reimburse Landlord for all costs and expenses in repairing such damage.
9. **REQUIREMENTS OF LAW, INSURANCE COVERAGE, LIABILITY.** Tenant shall comply with all laws, orders, ordinances, and regulations of Federal, State, County, and Municipal authorities, and with any direction of any public officer or officers, pursuant to law, that shall impose any duty upon Landlord or Tenant with respect to the Premises, the property, or the building. Tenant shall do or keep nothing, nor allow anything to be done or kept, in the Premises, property, or building that would be designated as hazardous by insurance company standards or that would increase Landlord's insurance rates or that would cause any of Landlord's insurance to be adversely affected. Tenant acknowledges that any property, casualty, or liability insurance that Landlord elects to purchase with respect to the Premises, property, or building shall be for the sole benefit of Landlord, and that such insurance shall not cover Tenant or Tenant's personal property. Neither Landlord nor Landlord's agents shall be liable for any loss of, damage to, or destruction of, property occasioned by any cause whatsoever, including, without limitation, fire, explosion, water, or theft by any person, whether or not an employee or agent of Landlord, except to the extent arising from the negligence or willful misconduct of Landlord or Landlord's agents. Tenant acknowledges that all of Tenant's personal property located at the Premises shall be at Tenant's sole risk. Tenant shall maintain, at his expense, insurance protection for his own personal property and his leasehold improvements. Tenant shall at all times maintain insurance against claims for personal injury and property damage, under a policy of general public liability insurance naming Landlord as insured as his interests may appear, with such limits as may reasonably be requested by the Landlord from time to time, but not less than \$1,000,000 in respect of bodily injury and \$1,000,000 for property damage. Tenant shall provide Landlord proof of compliance with the provisions of this paragraph within fourteen (14) days after signing this Lease and upon any changes to the policy or the insurance carrier, thereafter.
10. **SUBORDINATION.** This Lease is subject and subordinate to all ground or underlying leases and mortgages that now exist or may hereafter be executed and delivered covering the building and any land upon which it stands.
11. **RULES AND REGULATIONS.** Tenant agrees to obey all building rules describing Tenant conduct and responsibilities. The rules current at the signing of this Lease are attached hereto. The Landlord may make reasonable additions or changes to these rules upon adequate notice to Tenant.
12. **LANDLORD ENTRY INTO THE RESIDENCE.** Except for emergencies which access rights are held in common with Tenant, Landlord may enter the Premises only during reasonable hours and after obtaining Tenant's consent at least 24 hours in advance. Tenant may not unreasonably withhold consent to Landlord to enter the residence. Tenant agrees that by consenting or requesting that the Landlord make agreed-upon repairs, alterations, or improvements, Tenant has given Landlord permission to enter the Premises as reasonably required to accomplish the work involved.
13. **DAMAGE TO OR DESTRUCTION OF PREMISES.** If the Premises shall be damaged by fire or other cause beyond the control of and without the negligence of Tenant, persons living with Tenant, or Tenant's employees, guests or invitees, so as to be wholly uninhabitable, this Lease shall terminate within a period of thirty (30) days from the date of said damage, the termination to be deemed effective on the day following such damage, such termination not to affect the obligations of Tenant existing at the date of said termination. If, however, the Premises is damaged by any such cause, and the damage is such that the Premises, in the judgment of Landlord, may be repaired and made tenantable by the exercise of reasonable diligence within a period of thirty (30) days (whether or not repair is actually completed within such period), this Lease and the term hereunder shall not terminate, and Landlord shall proceed at Landlord's expense to repair such damage, and the rental hereunder shall abate proportionately according to the nature and extent of such damage until such repairs have been completed by Landlord, whether or not such repairs shall have been completed within a period of thirty (30) days.
14. **DISTURBING THE PEACE.** Tenant agrees not to cause or allow any excessive nuisance, noise, or other activity on the Premises that disturbs the peace and quiet of neighbors or other tenants in the building or that violates any law or ordinance.
15. **EXTENDED STAY.** If Tenant continues to occupy the Premises after the termination, expiration, or forfeiture of the Lease or Lease Term, and Tenant has not signed with Landlord a new lease or an extension of this Lease, Tenant shall be a tenant at sufferance, but shall be liable for aggregate rent as determined herein during such occupancy, and shall be liable for any loss, expense, or consequential damages due to such holding over. Nothing in this Lease shall be construed to permit such holding over.
16. **BREACH.**
- a. Breach of any term, covenant, agreement, or rule of this Lease will be adequate grounds for termination of this Lease.
 - b. The waiver of a breach of any term, covenant, agreement, or rule of this Lease shall be effective only in writing and shall not be construed to be a waiver of any other term, covenant, agreement, or rule, or any subsequent breach of any nature.
17. **DEFAULT BY TENANT.** Upon the happening of any one or more of the following, Tenant shall be in default under this Lease, and Landlord may, at Landlord's election, give to Tenant a notice that the Lease has terminated, and the Lease shall terminate and Lease Term shall be forfeited upon the giving of such notice:
- a. Tenant fails to pay any Rent or other sums required to be paid by Tenant when due, whether or not demanded;

- b. the Premises are abandoned by Tenant;
- c. Tenant fails to observe or perform any covenant or provision of this Lease and such failure involves or poses an immediate threat to the health or safety of, or quiet enjoyment by, other tenants in the Building or Landlord or any of their invitees or licensees; or
- d. Tenant fails to observe or perform any other covenant or provision of this Lease and does not cure such failure within fifteen (15) calendar days of the date Landlord gives Tenant written notice of such failure.

Upon such termination: (1) Tenant shall immediately quit and surrender the Premises to Landlord; (2) Landlord shall be entitled to immediate possession of the Premises; and (3) Tenant shall have no claim of right or possession regarding the Premises. In the event of termination of this Lease pursuant to this Section, Landlord shall not be deemed to have waived any rights hereunder or any rights or remedies provided by applicable law. In the event of such termination, Landlord shall be entitled to recover damages as for breach of contract, which may include, without limitation, the amount of the total rent remaining due under this Lease for the Lease Term as if the same had not been terminated, plus expenses of Landlord incurred in connection with the retaking of possession of the Premises and the removal and storage of Tenant's effects and the recovery of damages, including, in cases of wanton disregard of the terms of this Lease, Landlord's reasonable attorney fees incurred in enforcing the terms of this Lease. Such damages shall also include reasonable costs of re-letting the Premises, including, without limitation, broker's commissions, advertising costs, and costs of non-routine cleaning, painting, and repairing the Premises in order to re-let the same.

18. NOTIFICATION OF THE TENANT OR LANDLORD.

a. Notices to Tenant. Unless otherwise required in this Lease or by law, any notice from Landlord to Tenant will be valid if it is: (1) in writing; (2) addressed to Tenant at the Premises; and (3) sent by mail or personally delivered to Tenant. Personal delivery of a notice to Tenant is effective upon posting the notice on the door of the Premises, sliding the notice under the door of the Premises, hand-delivering the notice to Tenant, or hand-delivering the notice to anyone other than Tenant in the Premises. The effective date of a notice will be the day that it is personally delivered to Tenant as described hereinabove or, if it is mailed, two (2) days after the date that it is placed in the mail.

b. Notices to Landlord. Unless otherwise required in this Lease or by law, Tenant must give all required notices to Landlord, or if appropriate, to Landlord's managing agent, in writing at the address given in this Lease, with copies of the same provided via postage prepaid First Class U.S. mail to Landlord's attorney at law, if any. The effective date of a notice will be the day that it is personally delivered to Landlord or Landlord's managing agent, or, if it is mailed, the later of: (A) the date of receipt by Landlord; or (B) seven (7) days after the date that it is postmarked. Landlord may designate by notice, in writing, a new address to which said notices must be sent.

19. **PETS.** Tenant may ___/may not X maintain a pet in the residence. If Tenant is allowed to have a pet, only the following pets may live in the residence: No more than two (2) total pets of the following type(s): dog and fish. Tenant shall not allow any pet odor that may be objectionable to others.

20. **END OF TERM.** Upon expiration or other termination of this Lease or any extension or renewal thereof, whether by reason of Tenant's default or otherwise, Tenant shall quit and surrender the demised premises to Landlord, broom clean, in as good condition as they now are or may be put into by Landlord or Tenant, ordinary wear excepted, and damage by fire or other inevitable accident not the fault of Tenant or persons living with Tenant or Tenant's employees, guests, or invitees excepted, and any other item that is the responsibility of Landlord to maintain or repair. Tenant shall remove all personal property of Tenant. Tenant must return the keys/garage-door operators to the Premises or else Tenant can be considered a "hold over" tenant obligated to pay monthly rent.

21. **GENERAL.** This Lease shall inure to and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties. If any provision of this Lease conflicts with State of Maine law, then the state law shall take precedence. If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. If there is more than one Landlord hereunder, the word "Landlord" shall include the plural.

22. **REPRESENTATIONS.** Except as required by the Maine statutory Warranty of Habitability, and as agreed with Tenant as a result of a mutual inspection, the results of which, if any, are signed by the parties hereto and made a part of this Lease as an attachment, Landlord makes no representation or undertaking as to the condition of the Premises or as to any of the contents thereof or personal property located therein and Tenant accepts the same in their present condition.

23. **INDEMNIFICATION.** Tenant covenants and agrees to indemnify and forever save and hold Landlord harmless from and against all penalties, fines, costs, claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the demised premises caused by the negligence or willful act or omission of Tenant, or Tenant's employees, invitees, or guests, and/or resulting from Tenant's failure to observe or comply with any of Tenant's obligations undertaken in this Lease.

IN WITNESS WHEREOF, and intending to be bound, Landlord and Tenant have respectively caused this Lease to be duly executed and delivered in their respective names. Landlord and Tenant have each received identical copies of this Lease. Each copy has been signed and dated by both Landlord and Tenant.

Date: _____ Tenant: _____

 Signature

 Jane Doe
 Printed Name

Date: _____

Landlord: **UPPER BASIN ROAD, LLC**

By: Blacktree Holdings, LLC

Its: Sole Member and Manager

By: _____
Its: General Manager

ATTACHMENT 1

RULES

1. Wooden floors shall not be waxed.
2. Inoperable cars shall not be stored or left in the parking area for over two (2) weeks and are included in the number of parked cars (per above).
3. Drip pans shall be kept under cars that leak oil routinely, and Tenant must have any such leak promptly repaired.
4. _____ is designated as agent to act for Landlord. The agent's address and telephone number is: (207) ____ - ____.
5. Wallpaper is not to be applied to the walls.
6. Tenant agrees that the Premises is protected by working smoke detectors and, if so powered, a new battery has been installed.
7. Tenant must comply with the Town's Trash and Curbside Recycling Programs, if any. If Tenant's failure or neglect results in a fine or penalty against Landlord, the Tenant's Security Deposit will be charged in a corresponding amount. Town-supplied recycling bins must remain on the Premises.
8. Tenant shall periodically shovel, sweep, and/or sand as necessary to keep the entrance(s) to the building safe and clear of snow, water, ice, and debris.
9. No waterbeds or large aquariums without prior written approval.
10. Smoking is not allowed in the building.

ATTACHMENT 2

CONDITION OF PREMISES AT TIME LEASE SIGNED

Prior to signing this Lease, Tenant inspected the Premises.

Premises Defects (if any):

Other:

Tenant(s) hereby acknowledge receipt of the disclosure information on lead-based paint and/or lead-based paint hazards in pre-1978 housing and the U.S. Environmental Protection Agency brochure on protecting your family from lead in the home. (See Attachment 3.)

Signatures

Date	Tenants	Landlord/Agent
_____	_____	_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	

ATTACHMENT 3

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- _____
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the lessor (check one below):
- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- _____
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- _____ (c) Lessee has received copies of all information listed above.
- _____ (d) Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*.

Agent's Acknowledgment (initial)

- _____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: _____

This rental unit meets/ does not meet/ partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The **bold** items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) % unknown Test date: _____
Exposed pipes or ducts in unheated crawl space insulated? yes no
 Heating fuels: oil natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? yes no
 Fuels: oil natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation unknown
 Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation unknown
 Insulation thickness: inches or R-_____

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm double (DG) DG + low-e
 (DG + low-e + argon gas) triple or better

Doors (minimum: insulated or with storm) insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) electronic ignition pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine, 1-866-376-2463*

Signatures: Landlord: _____ **Tenant:** _____ **Date:** _____

This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

Available on the Maine Public Utilities Commission or Maine State Housing Authority web pages (www.maine.gov/mpuc or www.mainehousing.org)
 May 12, 2006

Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal foil.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

Available on the *Maine Public Utilities Commission* or *Maine State Housing Authority* web pages (www.maine.gov/mpuc or www.mainehousing.org)
May 12, 2006

ATTACHMENT 5

Please see attached pamphlet entitled
“Protect Your Family From Lead In Your Home”