

Apartment Lease

THIS AGREEMENT made this _____ day of _____, 200_ by and between
_____ (hereinafter Owner or Landlord) and

(hereinafter Resident or Tenant).

The Landlord leases to the Tenant and the Tenant rents from the Landlord the premises known as Apartment No. _____ at _____, _____, Maine, (hereinafter referred to as Leased Premises) for a term of _____ Months, beginning _____, 200_ and ending _____, 200_ Under the following terms and conditions:

1. **RENT:** Rent is \$_____ per year, due in monthly installments of \$_____ per month, in advance, ON THE FIRST day of each month, without notice, demand, or set-off, to be paid at _____ or such other place as designated by the Landlord or its Agent in writing. Rent is considered late on the fifth of each month. Failure to pay rent on time shall be cause for eviction and the Landlord or his/her agents shall then, at their option, terminate this lease by giving a 5-day notice.
2. **LATE CHARGE:** Time is of the essence in this Agreement; if Landlord or Agent elects to accept rent more than 15 days after due date, a late charge of 4% of the monthly installment rent (\$ _____) will be charged and due as additional rent.
3. **SECURITY DEPOSIT:** Resident has examined the apartment and accepts it "as is", and agrees to keep it in good condition and return it to Owner at the end of the term in the same condition, normal wear and tear excepted. As security for the return of the Apartment and payment of all rent, Tenant herewith pays to Landlord the sum of \$_____ as a Security Deposit for Tenant's performance of the terms of this lease and against any damages caused to the apartment. Tenant shall not use said Deposit for the final monthly installment payment. Owner agrees to refund to Tenant the deposit, less sums expended in accordance with the lease, within thirty days of expiration of this lease.
4. **LEASED PREMISIS:** The Tenant agrees to maintain the lease premises including windows, doors and appliances in a clean and in an orderly manner, and shall deliver up the lease premises (including all equipment) at the expiration or other termination of the lease in "vacuum clean" and tenantable condition, reasonable wear and tear excepted. Tenant agrees to return to Landlord or his Agent all keys to the leased premises, including mailbox keys (if any), immediately upon termination of the Tenancy. Tenant may be deemed, at option of the Landlord, a holdover tenant as per Paragraph 22 of this lease, until all keys are returned.
5. **EQUIPMENT:** This lease covers all equipment contained in said apartment including: a cooking range and a refrigerator and _____

Resident agrees to maintain such in good clean order and repair, together with all plumbing and electrical systems, an to replace any damaged or broken equipment, reasonable wear and tear excepted, with that of like kind and quality. Resident agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets.

6. **ALTERATIONS:** Resident agrees not to perform any alterations or paint the Lease Premises without first obtaining the expressed written permission of Landlord or his Agent.
7. **UTILITIES:** resident and Owner agree that the cost of the utilities serving the apartment shall be paid as follows: hot water paid by _____, heat paid by _____, gas paid by _____, electricity paid by _____, sewer and cold water shall be provided by _____.
8. **USE OF THE PREMISES:** The leased premises may be used only for a private residence. The Resident agrees not to do or permit any act within the leased premises or any common areas that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of the other residents, not to use the premises for any purposes that shall be deemed extra-hazardous by the Landlord or its insurance companies. No waterbeds shall be allowed without written permission of the Landlord and proof of 'Tenant Insurance' with a waterbed insurance clause that names Landlord as payee.
9. **ASSIGNMENTS:** The Resident will not assign this lease or sublet the leased premises or any part thereof to anyone without obtaining prior written consent of the Landlord or his Agent.
10. **PETS:** The Resident agrees not to keep or harbor any pets or animals on the leased premises without prior written consent of the Landlord or his/her Agent.
Pet's approved by Landlord _____
(Landlord's signature) _____
11. **LANDLORD'S REPAIRS:** The Landlord agrees to maintain the exterior of said premises and the common areas in good repair. Resident agrees to use reasonable caution when hazardous situations, including snow and ice, are created by weather conditions.
12. **RESIDENT'S PROPERTY:** Resident is advised to insure to its full value against fire, theft and extended coverage risks, all personal property kept on the leased premises. That said property shall, in any event be kept at Resident's risk, and Landlord, its Agent and employees, shall not in any way be responsible the Resident's personal property. Any personal property not removed by the Resident within two (2) days following the termination of the lease or any renewal thereof shall be treated in accordance with Maine law.
13. **DESTRUCTION:** In case the premises, or any part thereof, during the term is so destroyed or damaged by fire or other unavoidable casualty as to be unfit for occupation or use, then the rent, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by the Resident, or this lease shall, at the election of either the Landlord or the Resident, upon written notice to the other within thirty (30) days after such destruction, be terminated. Landlord reserves the right to provide suitable, alternative quarters similar to the damaged premises.
14. **CREDIT REPORT:** Tenant expressly authorizes owner or owner's agent (including collection agency) to obtain tenant's consumer credit report, which owner or owner's agent may use only when attempting to collect past due rent payments, late fees, or other charges from tenant, both during the term of the lease and thereafter.

- 15. SDN, TERRORIST OR OTHER CRIMINAL ACTIVITY:** The tenant represents that he/she is not on the federal Specially Designated Nationals (SDN) and Blocked Persons list, authorizes additional periodic SDN checks, and permits the landlord to terminate the lease for terrorist, terrorist financing, money laundering, drug trafficking, sex offender or other criminal activity.
- 16. INDEMNIFICATION:** The Resident agrees that, unless the Landlord or Landlord's agent have been negligent, it will indemnify and hold harmless the Landlord from any loss, damage, claim, demand, suits, judgments or liabilities that the Landlord may incur and any costs or expenses to which the Landlord may be put, arising from any injury or death to persons or property, or any claim on account hereof resulting from the use of the leased premises or common areas by Resident, and/or his guests and invitees.
- 17. INSPECTION:** The Landlord or his Agent may enter to examine the premises at reasonable times with a 24-hour notice to make repairs and perform such maintenance as it deems necessary, and may enter any time in the case of an emergency condition endangering the premises or its occupants.
- 18. RECYCLING:** Resident agrees to comply with all current and future recycling laws; agrees to sort, separate, and recycle garbage into whatever categories the law prescribes; and agrees to pay any fines or penalties either the landlord or tenant may get because of Resident's failure to properly separate, dispose and recycle trash and other wastes.
- 19. BREACH:** If rent or any other sum provided for herein shall be due and unpaid, or if there is a default in any of the other agreements contained herein, or if the Apartment shall be abandoned or vacated, then Landlord shall have the right to re-enter and re-possess the premises and thereafter re-let the premises in accordance with Maine law. Landlord shall be entitled to all reasonable legal fees if Landlord shall collect any sums due hereunder or re-take possession of the premises by or through an attorney at law or judicial process, as provided under Maine law.
- 20. OCCUPANTS AND GUESTS:** The resident(s) listed below shall be the sole occupants of the leased premises:

_____	_____
_____	_____
_____	_____

It shall be a violation of the terms of this lease and grounds for termination thereafter, at the option of the Landlord, if anyone other than the above-listed people shall be deemed to be living in the leased premises. Any 'guest' who resides in the unit for more than 5 days in a 30 day period or who receives mail at the leased address will be deemed living in the leased premises and at the discretion of the landlord may be removed or added to the lease.

- 21. RULES AND REGULATIONS:** Landlord reserves the right to make reasonable rules and regulations from time to time relating to the use and operation of the premises and common areas, together with rules and regulations relating to the convenience, comfort, or common interest of the other residents, including but not limited to those relating to noise, garbage, trash, antennas, appliances, and furniture moving. Resident agrees to abide by such rules and regulations and agrees that any violation thereof shall be deemed a default hereunder.

22. NOTICE: Any notice, demand, request or other instrument that may be or is required to be given under this lease by Tenant to Landlord shall be delivered in person or sent by United States first class certified mail and shall be addressed (a) to Landlord at

or at such address as Landlord or his Agent may designate by written notice; and (b) if to Resident, at the leased premises or at such other address as Resident shall designate by written notice.

23. OBLIGATION JOINT AND SEVERAL: In case of multiple Residents, their obligations hereunder shall be joint and several. All terms and conditions of this lease shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Any notices required or permitted by the terms of this lease may be given by or to any Resident, if there be more than one, and shall have the same effect as if given to all.

24. ADDITIONAL RENT: Resident agrees to pay as additional rent all sums of money or charges (including but not limited to those in paragraph 7 of this lease), required to be paid by Resident under this lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid when due, they shall be collectible as additional rent. Nothing herein contained shall be deemed to suspend or delay the payment of any such amount or charge at the time the same becomes due and payable, or limit any other remedy of Landlord.

25. HOLDOVER: If the Resident remains in possession of the leased premises after the expiration or other termination of this lease or other termination of this lease or any duly executed extension thereof, such Resident shall be deemed to be a Tenant-at-will. During such month-to-month tenancy the provisions of this lease, including the rent, shall be applicable. Either party may terminate any such tenancy by giving to the other thirty (30) days written notice prior to the rent due date, and any Resident staying past the termination date shall at the option of the Landlord be responsible for the entire month's rent following such termination date.

26. WAIVER: The waiver by Landlord of any breach of any term, covenant or condition herein contained shall 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 contained. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this lease, other than the failure of Resident to pay the particular rental so accepted.

27. SEVERANCE: should any term or provision of this lease, or portion thereof be determined invalid or unenforceable under the law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

28. ENTIRE AGREEMENT: This Apartment Lease and any attachments constitute the complete and entire agreement (subject to rule and regulations as per paragraph 18) between the parties hereto, and no oral statements made shall be binding upon either party, if being understood and agreed that this Apartment Lease may be modified only in writing signed by the party against whom enforcement is sought.

29. LEAD DISCLOSURE: This building was ___ / was not ___ built before 1978. 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.

Attached and as part of this lease are statements, initialed and signed by all parties, verifying that all state and federal requirements were completed for disclosure of information on lead-based paint hazards.

OTHER: (This section must be signed by all parties.)

IN WITNESS WHEREOF, the parties hereto have signed and entered into this Apartment Lease on the date herein written.

_____ Resident	_____ date	_____ Resident	_____ date
_____ Resident	_____ date	_____ Resident	_____ date
_____ Landlord/Owner	_____		_____ date _____

See the Lead Disclosure and Energy Efficiency forms on the following pages.



**Acknowledgement of federal disclosure of information
On Lead-Based Paint and/or 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 managed 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. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure (initial and check appropriate sections)

(a) _____ Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ 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 (i) or (ii) below):

(i) _____ Lessor has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ 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. 4582(d) 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

*To view and/or print a copy of the federal pamphlet “Protect Your Family from Lead in Your Home” visit: <http://www.dph.state.ct.us/brs/Lead/Prevention/leadpdf.pdf> or go to the EPA website: www.epa.gov/lead.

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)

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.