

**Residential Tenancy Agreement**

THIS LEASE dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

**Arthur R. & Marilyn M. Stanley**  
Address: 19 Waldo Way, Wells, ME 04090  
Telephone: 207-985-2787  
(The "Landlord")

**OF THE FIRST PART**

**-AND-**

**Tenant Name(s):** \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
(The "Tenant")

**OF THE SECOND PART**

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

**Leased Premises**

1. The Landlord agrees to rent to the Tenant the apartment municipally described as 19B Waldo Way, Wells, ME 04090 (the "Premises") for use as a residence only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Premises without the prior written permission of the Landlord.
3. No guests of the Tenant may occupy the Premises for longer than one week without the prior written consent of the Landlord.
4. No pets or animals may be kept in or about the Premises. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given pursuant to this clause.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking space(s) on or about the Premises: two (2) spaces in the driveway adjacent to the apartment entrance. Only properly insured motor vehicles may be parked in the Tenant's spaces.
6. The Premises are provided to the Tenant without any furnishings.

**Governing Law**

7. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by

the laws of the State of Maine, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

8. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Maine (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
9. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
10. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Amendment of Lease**

11. Any amendment or modification of this Lease or additional obligation assumed by either part in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Term**

12. The initial term of this Lease is for one (1) year commencing at 12:00 noon on \_\_\_\_\_ and ending at 12:00 noon on \_\_\_\_\_. Once the initial term is complete, the term of this Lease becomes a periodic tenancy continuing until either party terminates the Lease. The Lease may be terminated by providing written notice to the other party no less than sixty (60) days in advance.
13. Any notice to terminate this tenancy must comply with the Act.

### **Rent**

14. Subject to the provisions of this Lease, the rent for the Premises is \$1100.00 per month, which includes heat, hot water, and electrical service (collectively called the "Rent").
15. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord at 19 Waldo Way, Wells, ME 04090, or at such other place as the Landlord may later designate.
16. The Landlord may increase the Rent for the Premises upon providing to the Tenant such notice as required by the Act.
17. The Tenant will be charged an additional amount of \$2.50 per day for any rental payments that are received after the latter of the due date or the expiration of any grace period under the Act, if any.

### **Security Deposit**

18. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$900.00 (the "Security Deposit").

19. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.
20. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. Repair of walls due to plugs, nails, tacks, or other holes in the walls including the repainting of such damaged walls;
  - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. Unplugging toilets, sinks, and drains;
  - d. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures;
  - e. Repairing cuts, burns, or water damage to flooring, rugs, and other areas;
  - f. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person for whom the Tenant is responsible;
  - g. The cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or the building.
  - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze or caused rain or water damage to floors or walls; and
  - i. Any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

21. The Tenant may not use the Security Deposit as payment for the Rent.
22. Within the time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to the address specified by the Tenant.

### **Quiet Enjoyment**

23. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Inspections**

24. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers in compliance with the Act.

### **Insurance**

25. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if the Tenant desires insurance coverage, the Tenant should inquire of Tenant's insurance agent regarding a Renter's Policy of Insurance.
26. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.

### **Abandonment**

27. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, re-let the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the re-letting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Attorney Fees**

28. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of any default by the Tenant, will forthwith upon demand be paid by the Tenant as additional rent. All rents including the monthly rent and additional rent will accumulate interest at the rate of Twelve per cent (12%) per annum from the due date until paid.

### **Assignment and Subletting**

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

### **Damage to Premises**

30. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been uninhabitable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

### **Maintenance**

31. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

32. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$10.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

### **Care and Use of the Premises**

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
34. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable, or unlicensed are not permitted in the Tenant's parking space(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the allotted space(s).
35. The Tenant will not make (or allow to be made) any noise or nuisance that, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other residents of the house.
36. The Tenant will keep the Premises reasonably clean.
37. The Tenant will dispose of trash in a timely, proper, and sanitary manner.
38. The Tenant will not use nails, tacks, or in any other way make holes in the walls.
39. The Tenant will not engage in any illegal trade or activity on or about the Premises.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing, and safety as required by law.
41. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior express and written consent of the Landlord.
42. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of ten (10) consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address, and phone number of said person.
43. The hallways, passages, and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture, or other material or place or leave rubbish in those areas and other areas used in common with any other residents.
44. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

45. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premise or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

46. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room, and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

### **Lead Warning**

47. 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 hazards in the dwelling. **Tenant must also receive a Federal government-approved pamphlet on lead poisoning prevention.**

### **Address for Notice**

48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

- a. The address of the Tenant is the Premises during this tenancy, and \_\_\_\_\_ after this tenancy is terminated, and
- b. The address of the Landlord is 19 Waldo Way, Wells, ME 04090, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### **General Provisions**

49. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches, or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
50. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
51. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
52. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.
53. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
54. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
55. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
56. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
57. This Agreement may be executed in counterpart.
58. Time will be of the essence in this Agreement.
59. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

60. The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands, and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation, or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect, or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation, or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
61. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
62. The Tenant is responsible for any person or persons who are upon or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs, or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family and all guests, servants, tradesmen, repairmen, employees, agents, invitees, or other similar persons.
63. During the last sixty (60) days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the Premises and of entering the premises for the purpose of showing the premises to prospective tenants.

### **Additional Provisions**

64. Tenant may install and use a maximum of two (2) air conditioning units. There can be no air conditioning units in any window of the Premises between October 1 and May 31. A surcharge of \$25.00 will be charged each time the Landlord observes an air conditioning unit being operated while there are windows open in the Premises.
65. A surcharge of \$25.00 will be charged each time the Landlord observes the heat running in the Premises while there are windows open in the Premises.
66. The Tenant is responsible for trash disposal and will not leave trash bags outside or allow trash to accumulate excessively.
67. The Landlord is responsible for removing snow from the driveway and the Tenant's parking spaces. The Tenant is responsible for cleaning off and moving the Tenant's vehicles to allow the parking spaces to be plowed. The Tenant is also responsible for removing snow from the Tenant's walkway, porch, and steps.
68. The Tenant understands that the Premises is located on a working farm and is subject to the normal noises and odors associated with agricultural activities.
69. The Tenant is permitted to make use of the walking trails and woodlands on the property for non-motorized recreational use. The Tenant agrees to indemnify and save the Landlord harmless from all liability, loss, damage, or personal injury arising from such use by the Tenant or the Tenant's family, friends, and visitors.

- 70. Neither the Tenant nor any person for whom the Tenant is responsible will enter or in any way make use of the barn or outbuildings on the Landlord’s property, except for storage space as noted elsewhere in this agreement.
- 71. The Tenant will have the use of a storage space of one hundred (100) square feet in the outbuilding known as the “Shed”, located behind the Tenant’s parking spaces.
- 72. The Tenant will not store, operate, or allow to be operated any motorized recreational vehicles on the Landlord’s property, including but not limited to ATVs, dirt bikes, and snowmobiles.

**IN WITNESS WHEREOF**, Arthur R. Stanley and Marilyn M. Stanley (the “Landlords”) and \_\_\_\_\_ TBD \_\_\_\_\_ (the “Tenant”) have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Witness: Arthur R. Stanley

\_\_\_\_\_  
 Witness: Marilyn M. Stanley

\_\_\_\_\_  
 Witness: Tenant 1

\_\_\_\_\_  
 Witness: Tenant 2

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and Landlord on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Tenant 1

\_\_\_\_\_  
 Tenant 2