

MAINE RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Maine Lease Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

Landlord Name: _____ (the "Landlord")

Landlord Address: _____, AND

Tenant Name(s): _____ (the "Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** Landlord hereby leases the property located at _____ to the Tenant (the "Premises").

3. **LEASE TYPE.** This lease shall be considered a: (check one)

- Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy) (the "Lease Term"). At the end of the Lease Term, the Tenant: (check one)

- Can continue to lease the Premises on a month-to-month basis, under the same terms as this Agreement.

- Must vacate (leave) the Premises.

- Month-to-Month Lease. The Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on _____ (mm/dd/yyyy) and ending upon a notice of _____ (#) days from either party, in accordance with State law (the "Lease Term").

4. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$_____ (the "Rent"). The Rent shall be due on the _____ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: _____.

5. **LATE FEE.** If Rent is not paid by the Due Date: (check one)

- The Tenant will be charged a fee of \$_____. Rent is considered late if it has not been paid within _____ (#) day(s) after the Due Date.

- There shall be NO Late Fee if the Rent is late.

6. PRORATION PERIOD. The Tenant: (check one)

- Shall take possession of the Premises before the start of the Lease Term on _____ (mm/dd/yyyy) and agrees to pay a total of \$_____ for the proration period (the "Proration Rent"). The Proration Rent shall be paid by the Tenant upon the execution of this Agreement.
- Shall NOT be taking possession of the Premises before the start of the Lease Term.

7. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment of \$_____ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

- The Tenant will be required to pay a fee of \$_____ per incident.
- The Tenant will NOT be required to pay a fee.

9. OCCUPANTS. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- _____ (the "Occupant(s)").
- There are NO Occupant(s) in addition to the Tenant.

10. MOVE-IN INSPECTION. Before, at the time of, or shortly after move-in, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.
- Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

- Furnished (or will be furnished) with the following items:

_____.

- NOT furnished.

12. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

_____.

13. PARKING. The Tenant (check one):

- Is allotted _____ (#) parking space(s):

- Free of charge (included in the Rent).

- At a cost of \$_____ to be paid upon execution of this Agreement | monthly.

- Is NOT provided parking.

14. PETS. The Tenant is: (check one)

- Permitted to have _____ (#) pet(s) on the Premises, ONLY consisting of (list pet types):

_____.

If permitted, the Landlord shall charge a refundable pet deposit of \$_____ to cover potential damage to the Premises caused by the Tenant's pet(s).

- NOT permitted to have pets of any nature on the Premises.

15. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following area(s): _____.

- Prohibited on the Premises and all Common Areas.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant is to be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall also be forwarded to the Tenant. If the Premises is conveyed to another party, the new owner: (check one)

- Has the right to terminate this Agreement by providing _____ (#) days' notice to the Tenant.

- Does NOT have the right to terminate this Agreement.

17. NOTICES. Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: _____

Tenant Mailing Address: _____

18. ACCESS. Upon the beginning of the proration period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give the Tenant access in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or subtracted from the Security Deposit.

19. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours' notice to inspect and make necessary repairs/alterations/improvements for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

20. ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

21. NOISE. The Tenant agrees not to cause or allow any noise or activity on the Premises which might disturb the peace and quiet of another Tenant and/or neighbor. Said noise and/or activity shall be a breach of this Agreement.

22. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant can stay on the Premises for periods not lasting for more than forty-eight (48) hours, unless otherwise approved by the Landlord in writing.

23. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing as to provide the Landlord with ample time to seek the most appropriate route for providing said modifications to the Premises.

24. WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

25. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in a good, clean, and sanitary condition and repair during the Lease Term and any renewal thereof. The Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged by the Tenant's misuse, waste, or neglect, or that of the Tenant's family, agents, or visitors. The Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall promptly notify the Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any of the appliances or equipment. The Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances, or equipment.

26. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

27. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant gives incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under Maine statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

- 28. ABANDONMENT.** Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the Maine-mandated minimum time period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.
- 29. POSSESSION.** The Tenant has examined the condition of the Premises, and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent and fees, including any fee paid by the Tenant during the application process before the execution of this Agreement.
- 30. ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.
- 31. JOINT AND SEVERAL.** If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 32. HAZARDOUS MATERIALS.** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises other than for everyday cooking or the need of an appliance includes, but is not limited to, gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- 33. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 34. RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.
- 35. INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any

claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

36. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Maine.

37. LEAD-BASED PAINT. The Premises (check one):

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

- Was NOT built prior to 1978.

38. ADDITIONAL PROVISIONS.

39. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

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.

Signatures: Landlord: _____ Tenant: _____ Date: _____

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

Other comments about the unit's efficiency: _____

For further information about energy efficiency, see www.energymaine.com.

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.

Rental Property Smoking Policy Disclosure Form

The Maine Rental Property Smoking Policy Law (14 M.R.S. § 6030-E) requires landlords to disclose the smoking policy for a residential rental property and the tenant to acknowledge the disclosure of the policy in writing.

This form provides written disclosure of the smoking policy at (address):

Address: _____

City, State: _____

The smoking policy for this property is:

- Smoking is not allowed on the entire premises
- Smoking is not allowed in:
 - Inside all units
 - Outside within ___ feet of the building
 - Outside on porches, patios, and yards adjacent to the units
 - Other:
- Smoking is permitted on the entire premises
- Smoking is allowed in designated outdoor smoking areas (located):

Acknowledgement:

I have read and understand the smoking policy described above and agree to comply with the smoking policy:

Tenant Printed Name: _____

Unit Number: _____

Tenant Signature: _____

Date: _____

Tenant Printed Name: _____

Unit Number: _____

Tenant Signature: _____

Date: _____

Tenant Printed Name: _____

Unit Number: _____

Tenant Signature: _____

Date: _____

Tenant Printed Name: _____

Unit Number: _____

Tenant Signature: _____

Date: _____

Tenant Printed Name: _____

Unit Number: _____

Tenant Signature: _____

Date: _____



Landlords Disclosure To Tenants Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

Information About Your Building

Residential Rental Unit Number Or Other Identifier: _____

Street Address (including Rental complex name if applicable): _____

A radon test in the unit identified above or in other parts of your building was completed on ____/____/____.
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was _____ pCi/l. A copy of the original results report is available for viewing by the Tenant . Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester ___/the landlord ___/a Tenant ___
If tested by a Maine-registered radon tester, their Maine Radon ID number is _____

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, *Radon in Rental Housing-A Serious Hidden Danger to Family Health*, is attached.

ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

Landlord or Agent (printed) Date

Landlord or Agent (signed)

Tenant (printed) Date

Tenant (signed)

Tenant (printed) Date

Tenant (signed)

Radon in Rental Housing

A Serious Hidden Danger to Family Health

Radon Tipsheet #11



November 2013



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

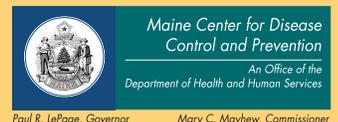
Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Protect your family. Learn. Test. Treat if needed.

- Check this website: www.MaineRadiationControl.org
- For advice: 1-800-232-0842 • radon.dhhs@maine.gov • TTY: Call Maine Relay 711



Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

Maine Bedbug Infestation Disclosure

Landlord's Name: _____

Tenant's Name: _____

Address of Rental Unit: _____

Property Manager/Landlord of the above unit does hereby disclose to the prospective tenant that neither the unit that is being rented, nor any adjacent unit, are currently infested with, or are being treated for bedbugs.

The prospective tenant hereby acknowledges that he or she has lived at the following addresses during the last twelve (12) months and that this list reflects all places where tenant has resided:

Tenant hereby confirms that none of the residential units in which they have lived during the last twelve (12) months were infested with, or being treated for, bedbugs during that duration of time.

Both Property Manager/Landlord and Tenant are legally bound to comply with the terms and conditions of Maine's Bedbug Infestation Law, which is located at 14 M.R.S.A. § 6021-A.

Date: _____

Property Manager/Landlord

Date: _____

Tenant

Date: _____

Tenant