



CROSS PROPERTIES
161 PARK STREET
ORONO, MAINE 04473
Tel 207.866.7867

E-mail: crossproperties@roadrunner.com
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LEASE

This indenture of lease made on ____**Date**____ between Cross Properties of Orono, State of Maine, party/parties of the first part (hereinafter referred to as lessor) and, **Names of Tenants** parties of the second part (*hereinafter referred to as Lessee(s)*).

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements herein mentioned to be kept and performed by the lessee(s), does hereby demise and let unto the Lessee(s) an apartment designated as number **APT #** at the premises owned by the Lessor known as **Apartment Address**. The Lessor and Lessee(s) agree that the covenants and agreements herein mentioned shall be binding on both parties for a term beginning on **Start Date** and ending on the 24th day of **End Date**. There will be a fee of One Hundred Dollars (\$100.00) per day for occupancy after this date without prior written permission of the lessor.

COVENANTS AND AGREEMENTS on the part of the Lessee(s) herein;

RENT:

1. That the Lessee(s) shall pay \$ **Total Rent Amount** for the term of the lease; this amount may be made in **12** equal installments of \$ **Monthly Rent** and is due the **1st of each month**. **Eviction** for any unpaid rent will begin on the **8th** of each month.
2. That the Lessee(s) shall make a deposit of \$ **One Month's Rent** with the Lessor as security for damages and other obligations under the terms of this lease; said deposit to be returned 30 days from the completion of the lease, subject to conditions in the Security Deposit Agreement separately executed which becomes part of this lease.
3. That the Lessee(s) shall make the first installment for **Month Year** and the last installment for **Month Year** prior to receiving keys and/or occupying apartment. Said payments shall be paid no later than **Month Day Year**.
4. That the Lessee(s) shall mail or deliver rent to Lessor at **161 Park St., Orono, Maine**, or any other location mutually agreed upon by Lessor and Lessee(s), on or before due date. A late fee of 4% is charged to your account for any unpaid balance over 15 days past due.
5. That the Lessee(s) shall be charged **forty dollars (\$40.00) for checks returned from the bank for any reason**. If Lessee(s) tenders a check, which is dishonored by a banking institution, then **Lessee(s) shall only tender cash or cashier's check for all future payments**. This shall continue until such time as written consent is obtained from Lessor.
6. That the acceptance by the Lessor of partial payments of rent due shall not, under any circumstances constitute a waiver of any rights of the Lessor at law or under this lease.

KEYS AND LOCKS:

7. That the Lessee(s) will be charged Ten dollars (\$10.00) to replace any keys.
8. That the Lessee(s) shall not change any locks on the premises at any time.
9. That the Lessee(s) will be charged to have his/her apartment unlocked for any reason. The charge is Twenty-five dollars (\$25.00) during the hours of 9:00AM to 4:00PM Monday thru Friday. During other hours, weekends, or on legal holidays the charge is Forty dollars (\$40.00). An ID and payment will be required before unlocking.
10. Lessee(s) shall not make or give anyone a key to the premises without written permission from the Lessor.
11. That delivery of keys by the Lessee(s) to the Lessor, or to any one on his behalf, shall not constitute a surrender of acceptance by the Lessor.
12. That upon any termination of this Lease, Lessee(s) shall deliver the keys to the Premises to Lessor. If Lessee(s) fail to so deliver, Lessor may change the lock or locks on the Premises and charge the Lessee(s) with the cost thereof.

- 13. That the Lessee(s) shall be charged **Seventy-Five dollars (\$75)** for installation of dead bolts or hasp and padlocks on bedroom doors as it is a fire hazard. Any door that leads to a means of egress may not have a lock.

UTILITIES:

- 14. That the _____ is responsible for payment of the **Electric Service**.
- 15. That the Lessee(s) is liable for any damage caused by his or her failure to maintain proper utility service to leased property.
- 16. THAT IF LESSOR PAYS ELECTRIC BILL; ANY AMOUNT OVER \$125.00 WILL BE BILLED TO LESSEE(S). THIS AMOUNT BECOMES PART OF THE AMOUNT OWED AND IS SUBJECT TO LATE PAYMENT CHARGES AND/OR EVICTION. The use of an air conditioner will incur a fee of \$30 per month and is only allowed between May 1st and September 30th.
- 17. That the Lessor pays heat, water, and sewer.

USE:

- 18. That no additional persons other than those specified in the lease shall live in the apartment without the Lessor’s written consent. Sleeping in the apartment more than Five (5) nights in any month shall constitute living there.
- 19. That no pets of any kind be kept or brought on premises. THIS INCLUDES VISITING PETS. There will be a fee of \$150 assessed per pet per violation.**
- 20. That the Lessee(s) shall not use the toilets, drains, or any other part of the plumbing system for any purposes other than that for which they were constructed and intended, or throw any sweepings, rubbish, cooking grease, rags, including sanitary napkins, flushable wipes or other improper articles into same; any toilets or drains which are blocked because sanitary napkins, flushable wipes, or improper articles have been deposited in them, shall be repaired at the cost of the Lessee(s) and any damage due to overflowing water shall be charged to the Lessee(s).
- 21. That the Lessee(s) shall not do any decorating or drive any nails into the woodwork of the demised premises.
- 22. That the Lessee(s) shall follow and adhere to house rules and regulations which the Lessor may, from time to time, establish for the benefit of all the Lessee(s) on the demised premises and for the health and safety of the building and its occupants.
- 23. That the Lessee(s) agrees that this unit is rented as a Non-Smoking unit. Any violation by either the Lessee(s) or his/her guests will be a violation of this lease. There shall be no smoking inside the unit or within 25 feet of any building on the premises. This is a State Law.**
- 24. That if the demised premises are unoccupied at any time while rent is due and unpaid, Lessor may take immediate possession thereof and exclude all property found therein.
- 25. That all rights given to Lessor by this lease shall be cumulative and in addition to any other rights by the laws of this state, and the exercise of the Lessor of any right shall not operate as a waiver of any rights.
- 26. That the Lessee(s) certifies that the apartment being leased is in excellent rental condition and no repairs are necessary.
- 27. Any Rental Unit Registration fee assessed by a Town of Orono ordinance during the term of this lease will be billed to the Lessee(s).** The fee is due when rendered and becomes part of the amount owed.
- 28. That no signs or notices are to be placed in windows, on the building, or on the building grounds.
- 29. That the Lessee(s) shall not allow any persons to be on the roofs or any structure on the premises.
- 30. That the Lessee(s) shall not mount or attach anything to the outside of the building without written permission.
- 31. That premises with town collected **trash and recycle bins**, provided by Casella, remain on the property at all times. There is a fee of One-Hundred-Fifty (**\$150**) for each missing and/or damaged bin. All bins need to be retrieved from the road no later than 11:00am the day after being emptied per a Town of Orono Ordinance.
- 32. All items owed under this lease agreement shall be deemed additional rent and subject to late fees and/or eviction.

MAINTENANCE:

- 33. That **ONLY** the Lessee(s) shall report all needed repairs promptly.

SUBLETTING:

Lessee Initials x_____ x_____ x_____ x_____ x_____

Lessor/Agent Initials x_____

34. That the demised premises shall not be assigned or sublet without the Lessors written consent. **There shall be a Three Hundred Twenty-five dollars (\$325.00) fee per Lessee(s) for subletting the apartment.** The Lessor has absolute discretion to deny permission.

PARKING:

35. Lessee(s) acknowledges that there is **one parking space per bedroom allowed.** Lessee(s) may only park a vehicle that is registered in the Lessee’s name. Lessee(s) may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the Lessee(s). No other type of vehicle or item may be stored in this space without prior written consent of Lessor. Lessee(s) or guest(s) may not block dumpsters or walkways.

36. Lessee(s) understands and agrees that the Lessee(s) will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, or motorcycles in the parking lot or on any other portion of the property on which the premises are located, without the prior written consent of the Lessor. Further, the Lessee(s) understands and agrees that any such inoperable or unlicensed vehicles, trailers, boats or motorcycles may be towed away at the Lessee’s expense.

37. That the Lessee(s) will be charged **Ten dollars (\$10.00)** to replace any parking permit.

LESSOR’S RIGHT OF ENTRY:

38. That the Lessor may inspect the apartment for damage, show the apartment to prospective tenants before an existing lease expires, or show apartment to any insurance person or agency for life safety inspection at any reasonable time after a 24-hour notice to Lessee(s).

39. That Lessor may enter and inspect the premises upon any emergency, as deemed by the Lessor and without notice.

HEAT LOSS:

40. That in the event that Lessee(s) allows a window or windows to be open between October 1st to April 30th, Lessor may assess a **heat loss fee of \$50**, which will be considered additional rent for the month. Lessor provided HEAT will not be available between May 1 and September 30.

41. That Between October 1st and April 30th, the lessor may enter the Premises immediately and without notice to close windows left open during this time.

MAINTAINING APARTMENT:

42. That the Lessee(s) shall maintain the leased premises in a clean and sanitary condition and free from vermin and rodents and will otherwise comply with all state and local laws requiring Lessee(s) to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect of the Lessee(s) or others visiting or occupying the premises with his/her permission, the Lessee(s) will be held responsible. At the end of said lease the Lessee(s) shall surrender the premises in a clean and rentable condition or the Lessor may have the apartment cleaned at the Lessee’s expense.

43. That the Lessee(s) shall provide appropriate climate control, keep the unit clean and take other measures to hinder and prevent mold and mildew from accumulating in the dwelling. Lessee(s) agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Lessee(s) shall not block or cover any heating systems or ducts in the unit. Lessee(s) shall immediately report to the Lessor; (1) any evidence of a water leak or excessive moisture in the dwelling, as well as any storage room or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a household cleaner and wiping the area; (3) any failure or malfunction in the heating systems or laundry system within the building; and (4) any inoperable windows or doors. Lessee(s) shall also be responsible for damage to the premises and Lessee’s property as well as injuries to the Lessee(s), visitors, guests, employees or any other Lessee(s) resulting from Lessee’s failure to comply with the terms of this rule.

44. That the Lessee(s) acknowledges that said premises are free of any pests, vermin, and/or insects including bed bugs. Any infestation of vermin, pests, and/or insects including without limitation ants, roaches, termites, mice, rats, rodents, bats, flies, fleas, or ladybugs shall be the sole expense and responsibility of Lessee(s). Lessee(s) shall take all reasonable steps to prevent the infestation of the premises. Lessee(s) shall immediately notify Lessor of any infestation. Lessee(s) shall cooperate and follow the directions of a licensed exterminator.

Lessee Initials x_____ x_____ x_____ x_____ x_____

Lessor/Agent Initials x_____

45. **Maine Bedbug Law** (Title 4 M.R.S.A §6021-A) Tenant agrees to promptly notify landlord if he knows of, or suspects, an infestation of bedbugs in the dwelling unit. Upon the tenant receiving notice of a need for access to the premises for bedbug issues, he must fully cooperate with the landlord and any pest control agent hired by him. The tenant is required to comply with all reasonable measures to eliminate or control bedbug infestation. Failure of the tenant to fulfill his obligations hereunder is a breach of this lease and is grounds for termination of this tenancy.

NUISANCE BEHAVIOR:

46. That the Lessee(s) or guests shall not cause any noise, damage, or other nuisance, so as, to effect other tenants or neighbors. At no time, shall a nuisance be created that requires the police to respond. Any threatening or harassing behavior to fellow tenants or neighbors by Lessee(s) or guests will be grounds for eviction and forfeiture of security deposit. **Lessee(s) in violation of the Town Disorderly Conduct Ordinance, will be obligated to pay a Two Hundred-dollar (\$200.00) fee for the first violation during the term of this lease. Any additional violations during the term of this lease, the fee will increase to Four Hundred-dollar (\$400.00). This fee will be due with the next rent payment and becomes part of the amount owed and is subject to late payment charges and/or eviction.** The Lessor has the right to withhold the security deposit for, all costs incurred pursuant to including but not limited to fines, mediation costs, lost rental time, independent contractor fees, and other costs incurred to ensure compliance with the Disorderly Conduct Ordinance or for similar or related costs and efforts. This provision shall be applicable to any and all costs that are incurred as a result of the actions of the Lessee(s), their invitees, and/or other authorized or unauthorized occupants or guests on the premises.

FIRE PRECAUTIONS:

- 47. That the Lessee(s) agrees to change the batteries in the smoke/carbon monoxide detectors.
- 48. That the Lessee(s) agrees to notify Lessor if the smoke/carbon monoxide detector becomes inoperable or damaged.
- 49. That there will be a One-Hundred-dollar (**\$100**) fee assessed for each missing, disconnected (wires and/or Batteries), covered, or damaged **smoke, carbon monoxide (CO2), or gas detector.**
- 50. That the Lessee(s) acknowledges candles and are not permitted.
- 51. That the Lessee(s) acknowledges Christmas lights and sticky/strip lights are not to be attached to the leased space.

INSURANCE/LOSS OR DAMAGES:

- 52. That the Lessee(s) shall hold the Lessor harmless for any theft, damage or other injury to the personal property of the Lessee(s); and that the Lessee(s) shall use reasonable caution in looking after the property which Lessor furnished to the Lessee(s).
- 53. That the Lessee(s) shall indemnify and hold the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee(s), his family, friends, relatives, invitees, agents, servants, or from any carelessness, neglect, or improper conduct of any such person.
- 54. That the Lessee(s) is responsible for insurance on all personal property, and the Lessee(s) and guests are solely responsible for insuring any personal property on the demised property.
- 55. It is hereby understood and agreed that the Lessor is not responsible for any spoilage of food caused by malfunction of any refrigerator or stove furnished by the Lessor for Lessee's use.

JOINT AND SEVERAL:

56. That where several Lessee(s) share the same apartment, liability of the Lessee(s) to carry out the provisions of this lease shall be joint and several.

BREACH:

- 57. That any false or misleading information provided by the Lessee(s) in an application for tenancy will be considered a breach of this agreement and the Lessor will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Lessor as liquidated damages.
- 58. That any violation of any provision of this lease by any of the Lessee(s), or any persons on the demised premises, with the Lessee's consent, or any failure to pay rent upon the due date, shall result, at the option of the Lessor, in the immediate termination of Tenancy, and the Lessor may thereupon enter said premises and take and retain possession thereof and exclude Lessee(s) there from.

Lessee Initials x_____ x_____ x_____ x_____ x_____

Lessor/Agent Initials x_____

59. PLEASE BE ADVISED THAT THE TERMINATION OF YOUR RIGHT TO OCCUPANCY OF THE DEMISED PREMISES DOES NOT TERMINATE THE LEASE. ACCORDINGLY, YOU WILL REMAIN LIABLE FOR ALL RENT AND OTHER OBLIGATIONS TO WHICH YOU AGREED UNDER THE TERMS OF THE LEASE. THE LESSOR WILL ATTEMPT TO SUBLET THE DEMISED PREMISES LEASED TO YOU AND FROM WHICH YOU ARE BEING EVICTED, BUT THE LESSOR DOES SO IN MITIGATION OF THE CLAIM AGAINST YOU AND NOT FOR THE LESSOR'S OWN BENEFIT. THE LESSOR IS NOT ACCEPTING AND WILL NOT ACCEPT A SURRENDER OF THE DEMISED PREMISES FROM YOU UNDER ANY CIRCUMSTANCES AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING AND EXECUTED BY THE LESSOR.

AFTER THE TENANCY:

- 60. That the Lessor may deduct from the Security Deposit any expenses listed in items 1, 5, 7, 9, 13, 14, 16, 19, 27, 31, 34, 37, 40, 46, and 49 remaining unpaid at the expiration of this lease.
- 61. That any personal property left at the premises after Lessee(s) vacates the premises will be deemed abandon property and will be disposed of by the Lessor at the Lessee's expense. Lessee(s) agrees that any property left behind will be of zero value.
- 62. That occupancy by the Lessee(s) after termination of his lease shall, at the option of the Lessor, constitute a waiver of the termination unless an agreement with respect to such occupancy shall have been previously made in writing between the Lessee(s) and the Lessor. In any event, the terms and conditions agreed to in the lease shall apply as long as the occupant remains in occupancy.

VALIDITY/SERVERABILITY:

- 63. That if any provision of the lease or portion of such provisions or the application thereof to any person or circumstances is held invalid, the remainder of the lease (or remainder of such provision) and the application thereof to other person or circumstances shall not be affected thereby.

ATTORNEY FEES:

- 64. That In the event action is brought by the Lessor to enforce any terms of this agreement or to recover possession of the premises, the Lessor shall recover from the other party reasonable attorney fees in the event that the Court finds a wanton disregard of the lease terms.

By _____ Date: _____
(Lessor)

Lessee _____ Date: _____

PLEASE NOTE:

- 1. CROSS PROPERTIES BEGINS LEASING ON OCTOBER 2ND OF EACH YEAR FOR THE COMING YEAR. IF YOU DESIRE TO KEEP THIS APARTMENT FOR ANOTHER YEAR YOU MUST HAVE THE PAPERWORK COMPLETED BEFORE THIS TIME.**

Lessee Initials x _____ x _____ x _____ x _____ x _____

Lessor/Agent Initials x _____

SECURITY DEPOSIT AGREEMENT

THIS IS NOT A RENT RECEIPT

Received from, **Tenant Names**

The sum of ____ Written Dollar Amount____ and 00/100 Dollars (**Dollar Amount**) as Security Deposit for Apartment **Apt. # Apartment Address.**

RETURN OF THE SECURITY DEPOSIT OR ANY PORTION THEREOF IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired.
2. No damage to property beyond fair wear and tear.
3. Entire apartment, including range, refrigerator, dishwasher, cabinets, closets, walls, shower, sinks, and toilet are clean.
4. Refrigerator to be turned off and door left open.
5. No scores or unsightly holes on walls. That all burned out light bulbs to be replaced.
6. No indentations or scratches in wood, tile or resilient flooring, doors or trim, and no damage to carpeting (if furnished).
7. **All carpets** will be free of dirt and odor and must be **shampooed** prior to vacating.
8. **All smoke, carbon monoxide (CO2), and gas detector will be in place and undamaged with working batteries.**
9. Lessee(s) agrees that the need for the Lessor to repaint the premises due to Lessee(s) use and occupation does not constitute normal wear and tear.
10. No screens missing or damaged.
11. No unpaid late charges or delinquent rents.
12. All keys are returned.
13. All Casella provided trash and recycle bins are left on the premises and without damage.
14. All household trash is placed in proper rubbish containers.
15. All personal belongings are removed from the premises.
16. **Forwarding address left with management prior to moving.**
17. Any items in paragraph's 1, 5, 7, 9, 13, 14, 16, 19, 27, 31, 34, 37, 40, 46, and 49 of the lease are paid.

The cost of labor and materials for cleaning and repairs will be deducted from the Security Deposit if the above 17 provisions are not complied with. Refunds cannot be picked up at the office. Management agrees that, subject to the conditions listed above; this Security Deposit will be returned in full.

Undersigned agrees that this Security Deposit may not be applied as rent and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy. Security deposits will be returned within 30 days of the completion of this lease term.

Lessee(s) agree that the security deposit will be returned equally to the following person(s) **TENANT NAMES** unless otherwise stated in writing.

By: _____

(Lessor or Agent)

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____

Lessee Initials x_____ x_____ x_____ x_____ x_____

Lessor/Agent Initials x_____

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead based paint and/or lead based hazards (check (i) or (ii) below):
 - (i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
 - (ii) X 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 lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - (ii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

- (c) ___ ___ ___ ___ ___ Lessee has received copies of all information listed above.
- (d) ___ ___ ___ ___ ___ Lessee has received the pamphlet *Protect Your Family form Lead in Your Home*

Agent's Acknowledgement (initial)

- (e) ___ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(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 they have provided is true and accurate.

Lessor/Agent Signature Date

Lessor/Agent Name Printed

Lessee Signature Date

Lessee Name Printed

Lessee Initials x _____ x _____ x _____ x _____ x _____

Lessor/Agent Initials x _____



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What you will need to bring to the Lease Signing:

1. The security deposit which is equal to one month's rent. This can be paid by check, money orders, bank check or cash. We do not accept credit or debit card payments at this time.
2. Your social security number.
3. Your driver's license number.
4. A signed Rental Guarantee form.

Things to know before you sign:

1. First and last month's rent is due 30 days prior to the start of the lease terms.
2. All roommates sign the same lease and are jointly obligated to its terms.
3. Rent is due on the 1st day of each month.

Lessee Initials x_____ x_____ x_____ x_____ x_____

Lessor/Agent Initials x_____