MAINE MONTH-TO-MONTH RENTAL AGREEMENT

THIS MONTH-TO-MONTH RENTAL LEASE AGREEMENT hereinafter known as the "Lease" is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with mailing address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter known as the "Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter known as the "Tenant(s)."

WHEREAS, the Landlord desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the Landlord under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. The Landlord owns property and improvements located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Property").

TERM. The Lease will start on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue as a

month-to-month tenancy. In accordance with the State Statutes to terminate the tenancy, the Landlord or Tenant must give the other party a written \_\_\_\_ days notice of non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive written notification of non-renewal at least \_\_\_\_ days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month’s full rent. If the Tenant does not provide the Landlord with a written \_\_\_\_ days’ notice, they shall forfeit their full deposit amount.

RENT. The Tenant shall pay to Landlord the sum of $\_\_\_\_\_\_\_\_\_\_\_\_ per month (hereinafter referred to as “Rent”) for the duration of the Term of the Lease. The Rent shall be payable on or before every day of the month (hereinafter referred to as the “Due Date”), notwithstanding that the said date falls on a weekend or holiday.

1. Late Rent. If Rent is not paid within \_\_\_\_ days of the Due Date, the Rent shall be considered past due and a late fee of ☐ $\_\_\_\_\_\_\_\_\_\_\_\_ or ☐ \_\_\_\_ % of the Rent past due shall be applied for every ☐ day Rent is late or ☐ occurrence Rent is late.
2. Returned Checks. In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
3. Application of payments. Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.
4. Rent Increases. The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a - day notice of the same from the Landlord to the Tenant.

SECURITY DEPOSIT. The Tenant shall handover to the landlord the amount of $\_\_\_\_\_\_\_\_\_\_\_\_ as Security Deposit upon the execution of this Lease (the “Security Deposit”). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.

1. Deductions. Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:
	* Unpaid rent;
	* Late fees;
	* Unpaid utilities
	* Cost of repairs beyond ordinary wear and tear;
	* Cleaning fee in the amount of $ ;
	* Early Termination Fee
	* Brokerage fees
	* Others: .
2. Return. The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.
3. Tenant’s Forwarding Address: Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant’s forwarding address at: .

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s) and same’s exclusive family namely:

* + - 1. ;
			2. ;
			3. ;
			4. ;
			5. .

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond days without the consent of the Landlord. The Property shall be used solely and exclusively as a residence and single-family dwelling. The Property or any part of it shall not be used for any business, profession, vocation or trade of any kind. The Tenant(s) undertake to abide by any and all applicable laws, statutes and rules covering the Property.

CONDITION. The Tenant stipulates that The Property has been examined and that the Property is in good repair and is tenantable.

ASSIGNMENT. Under this Lease:

☐ Subletting Not Allowed. The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with not legal force whatsoever.

☐ Subletting Allowed. Tenant shall have the right to sublet and grant a license to other individuals to use the Property or any part thereof ☐ with / ☐ without the prior written consent of the Landlord. In the event the Tenant shall sublet the Property, notice shall be given to the Landlord within \_\_\_\_ days of the SubTenant(s) name and address. In the event the SubTenant(s) violates any portion of this Lease, all liability shall be held against the Tenant.

RIGHT OF ENTRY. The Landlord shall have the right to enter the Property during normal working hours by providing at least \_\_\_\_ hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the Landlord to the same in writing.

1. Unauthorized Alterations or Improvements. In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The Landlord may, upon the Landlord’s discretion, require the Tenant to undo the alterations or improvements and restore the Property to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.
2. Ownership of Alterations and Improvements. In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the Landlord’s property without need for any further transfer, delivery or assignment thereof.

NON-DELIVERY OF POSSESSION. The Landlord shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the Landlord shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the landlord to deliver possession of the Property within this period, shall automatically terminate the Lease. Upon such Termination, the Landlord shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The Landlord shall provide the following utilities and services to the Tenant(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair. The Tenant shall:

1. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner’s associations, where applicable.
2. Dispose of any and all waste properly.
3. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
4. Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.
5. Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
6. Refrain from all activities the will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

PETS. Under this Lease:

☐ Pets Allowed. The Tenant shall be allowed to have \_\_\_\_ pet(s) on the Property consisting of ☐ Dogs ☐ Cats ☐ Fish ☐ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ not weighing

more than \_\_\_\_ ☐ pounds. The Landlord shall administer a fee of $\_\_\_\_\_\_\_\_\_\_\_\_ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant’s pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any animal to be removed.

☐ Pets Not Allowed. There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

QUIET ENJOYMENT. The Landlord warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the Landlord or any other person or entity whose claim to the Property comes from the Landlord, subject to the terms and conditions of this Lease and compliance by the Tenant with the same.

INDEMNIFICATION. The Landlord shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term of the Lease. Neither shall the Landlord be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant hereby agrees to hold the Landlord harmless from and indemnify the Landlord for any and all claims or damage not arising solely from the Landlord’s acts, omission, fault or negligence.

DEFAULT. In the event that the Landlord breaches any of the terms and conditions of this Lease or any applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Lease or any applicable laws, rules or codes the Landlord shall afford the Tenant days to remedy or rectify the same. This period shall commence on the day the Tenant receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant’s default, the Landlord may terminate the Lease by sending the notice of default and consequent termination of the lease to the Tenant and thereafter recover possession of the Property.

ABANDONMENT. In the event that the Tenant(s) abandons the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant’s belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the Landlord may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord’s right.

ATTORNEYS' FEES. In the event that Landlord should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant’s compliance with the Tenant’s obligations, the terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the Landlord in doing the same.

COMPLIANCE WITH LAW. The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant’s occupation and use thereof.

SEVERABILITY. Should and provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the Landlord, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

and

To Landlord at the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

PARKING. The Landlord:

☐ Shall provide \_\_\_\_ parking space(s) to the Tenant(s) for a fee of $\_\_\_\_ to be paid ☐ at the execution of this Lease ☐ on a monthly basis in addition to the rent. The parking space(s) are described as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐ Shall not provide parking.

EARLY TERMINATION. The Tenant(s):

☐ Shall have the right to terminate this Lease at any time by providing at least \_\_\_\_ days’ written notice to the Landlord along with an early termination fee of $\_\_\_\_. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

☐ Shall not have the right to terminate this Lease before the end of the Term.

SMOKING POLICY. Smoking on the Property is:

☐ Permitted in the following areas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐ Prohibited on the Property.

DISPUTES. If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the Landlord agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the Landlord to provide. The Tenant(s) are encouraged disclose to the Landlord any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

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

LEAD-BASED PAINT DISCLOSURE. If the Property or any part of it was constructed prior to 1978, the Landlord shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled “LEAD-BASED PAINT DISCLOSURE” hereby acknowledged by the Tenant.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

Landlord’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUIRED LEASE DISCLOSURES &**

**ADDENDUMS IN MAINE**

The following disclosures or addendums are either required for some or all residential lease agreements in Maine.

1. **Common Area Utility Disclosure** – for any rental unit where common area/shared utilities are charged to the tenant.
2. **Security Deposit Holdings** – for any rental unit that is charging a security deposit.
3. **Smoking Policy Disclosure** – for any rental unit where a smoking policy is enforced.
4. **Bed Bug Disclosure -** for any rental unit with a suspected or confirmed adjacent infestation.
5. **Radon Disclosure -** for any rental unit in Maine.
6. **Energy Efficiency Disclosure Statement -** for any rental unit in Maine where the tenant pays for utilities directly or through the landlord.
7. **Lead Based Paint Disclosure -** for rental units built prior to 1978.

**COMMON AREA UTILITY DISCLOSURE**

THIS AGREEMENT made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s)”.

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LANDLORD’S DISCLOSURE:**

This property:

\_\_\_ Does NOT share utilities with common areas.

\_\_\_ DOES share utilities with common areas.

The following utilities are shared:

\_\_\_ Electricity

\_\_\_ Heat

\_\_\_ Water

\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Compensation:

\_\_\_ Is NOT provided for common area utility payment.

**\_\_\_** IS provided in the form of:

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By signing this agreement, Tenant(s) assumes responsibility for the shared utility charges (if applicable) and receives the compensation afforded in this addendum.

**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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Landlord Date Landlord Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tenant Date Tenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Agent Date Agent Date

**SECURITY DEPOSIT HOLDINGS**

THIS AGREEMENT made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s)”.

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notice of Security Deposit Holding Account**

This lease includes terms for collecting and holding a security deposit for the duration of the tenancy, which must be held in a single escrow account that is made known to Tenant(s).

The security deposit in the amount of $\_\_\_\_\_\_\_\_ will be held in an

☐ interest bearing

☐ non-interest bearing account

This account is located at the following financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The account number is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For information on this action, and if you may be entitled to interest on the deposit, please contact:

|  |  |  |
| --- | --- | --- |
| Landlord  |  | Signature of Landlord  |
| Address  |  | Date Signed |
| Phone Number  |  |  |

**SMOKING POLICY DISCLOSURE**

THIS AGREEMENT made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s)”.

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LANDLORD’S DISCLOSURE:**

Smoking is:

\_\_\_ Prohibited throughout the rental property, common areas, and grounds.

\_\_\_ Prohibited throughout the rental property, common areas, and grounds EXCEPT for the following areas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant(s) agrees to make a reasonable effort to avoid secondhand smoke and use & dispose of paraphernalia safely and responsibly.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

**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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Landlord Date Landlord Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tenant Date Tenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Agent Date Agent Date

**DISCLOSURE OF INFORMATION ON BED BUGS**

THIS AGREEMENT made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s)”.

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BED BUG APPEARANCE.** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**LIFE CYCLE AND REPRODUCTION.** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

**BED BUG BITES.** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person’s reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bed bug infestation:

1. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
2. Molted bed bug skins, white, sticky eggs, or empty eggshells.
3. Very heavily infested areas may have a characteristically sweet odor.
4. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

**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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Agent Date Agent Date

**DISCLOSURE OF RADON**

THIS AGREEMENT made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s)”.

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**LANDLORD’S DISCLOSURE:**

A radon test in the unit identified above or in other parts of your building was completed on \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_.

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.

**CERTIFICATION OF ACCURACY**

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.

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 Landlord Date Landlord Date

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 Agent Date Agent Date

**ENERGY EFFICIENCY DISCLOSURE FORM FOR RENTAL UNITS IN MAINE**

THIS AGREEMENT made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Landlord" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant(s)”.

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**LANDLORD’S DISCLOSURE:**

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.

1. HEATING SYSTEMS
	1. SPACE HEAT
		1. Tested heating system efficiency (**minimum: 82%**)

\_\_\_\_% \_\_\_ unknown Test date: \_\_\_\_\_\_\_

* + 1. Exposed pipes or ducts in unheated crawl space insulated?
		 \_\_\_ yes \_\_\_ no
		2. Heating fuels:

\_\_\_ oil \_\_\_ natural gas \_\_\_ propane \_\_\_ kerosene \_\_\_ wood

\_\_\_ electric \_\_\_ other

* 1. WATER HEAT
		1. Accessible domestic hot water pipes insulated?
		\_\_\_ yes \_\_\_ no
		2. Fuels:
		\_\_\_ oil \_\_\_ natural gas \_\_\_ propane \_\_\_ solar
		\_\_\_ electric \_\_\_ other
1. INSULATION
	1. WALLS
		1. Insulated? (**minimum: cavity filled**) \_\_\_ filled \_\_\_ partially filled \_\_\_ no insulation \_\_\_ unknown
		2. Insulation thickness: \_\_\_ less than 3” \_\_\_ 3­6” \_\_\_ more than 6”
	2. CEILING
		1. Insulated? (**minimum: R­38 or cavity filled**)

\_\_\_ filled \_\_\_ partially filled \_\_\_ no insulation \_\_\_ unknown

Insulation thickness: \_\_\_ inches or R­\_\_\_\_

* 1. FLOORS OVER UNHEATED AREAS
		1. Insulated? (**minimum: R­21 or cavity filled**)
		2. \_\_\_ filled \_\_\_ partially filled \_\_\_ no insulation \_\_\_ unknown
	2. BASEMENT WALL
		1. Insulated? (**minimum: 2’ below grade**)
		\_\_\_ yes \_\_\_ no \_\_\_ unknown
1. WINDOWS AND DOORS
	1. WINDOWS (**minimum: 2 panes of glass**)
	\_\_\_ single pane \_\_\_ single + storm \_\_\_ double (DG) \_\_\_ DG + low­e
	\_\_\_ (DG + low­e + argon gas) \_\_\_ triple or better
	2. DOORS (minimum: insulated or with storm) \_\_\_ insulated \_\_\_ storm
	\_\_\_ insulated + storm \_\_\_ neither
2. APPLIANCES
	1. REFRIGERATOR (**minimum: post­1995**)
	 \_\_\_ yes \_\_\_ no \_\_\_ unknown \_\_\_ Energy Star rated
	2. GAS STOVE (suggested electronic ignition)
	\_\_\_ electronic ignition \_\_\_ pilot light \_\_\_ no gas stove

You have the right to obtain a 12­month 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 12­month history of natural gas used by the unit by calling your local natural gas company.

Other comments about the unit’s efficiency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Date Landlord Date

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Tenant Date Tenant Date

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Agent Date Agent Date

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

**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, 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**

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
	* 1. \_\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* + 1. \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
1. Records and reports available to the lessor (check (i) or (ii) below):
	* 1. \_\_\_\_\_\_ 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).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* + 1. \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee’s Acknowledgment (initial)**

1. \_\_\_\_\_\_\_\_ Lessee has received copies of all information listed above.
2. \_\_\_\_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent’s Acknowledgment (initial)**

1. \_\_\_\_\_\_\_\_ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lessor Date Lessor Date

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 Lessee Date Lessee Date

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