

LEASE AGREEMENT

I. BASIC CONDITIONS

1. PARTIES

The parties to this agreement are:

the "Landlord" (In this lease the term "Landlord" means either the owner or his agent.) Name and address:

The Chebeague Island Community Association
12 Rose Point Road
Chebeague Island, ME 04017

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

1. _____
2. _____

2. PREMISES TO BE RENTED

Address:

41 School House Road
Unit ____
Chebeague Island, ME 04017

3. TERM OF LEASE

The Landlord hereby leases to the Tenant(s) the premises described above for a term

beginning on: ____/____/____ and ending on: ____/____/____

4. RENT

The monthly rent amount is \$750. Rent must be paid on or before the first day of each month's rental.

All tenants, if there are more than one, shall be jointly and severally liable for the full amount of all payments due under this lease.

The rent is due on the first day of the rental month; checks should be made payable to CICA.
Send to: Bob Earnest, Treasurer of CICA; 12 Rose Point Rd; Chebeague Island, ME 04017

5. RENT CHANGES

Any changes to the monthly rental amount will occur only at the time of lease renewal; CICA will notify current tenants of any upcoming changes to the monthly rental amount at least 60 days in advance.

6. SECURITY DEPOSIT

The Tenant will pay the Landlord a security deposit of \$750. The security deposit is due on the first day of the first month. Under no conditions may this security deposit be used as the last month's rent.

At the termination of the tenancy, the Landlord may retain part or all of the deposit to pay for:

- (1) any damage to the premises beyond normal wear and tear for which the Tenant is responsible.
- (2) any rent owed and any accrued charges as specified in Section 15 of this lease;

Renter's initials: _____

(3) any damages or costs which Landlord incurs due to premature termination of the lease agreement.

Within 30 days after the end of the tenancy the Landlord shall refund to the Tenant the security deposit, without interest, less any deductions, together with an itemized statement of any deductions.

7. UTILITIES

Costs for items listed below shall be paid by the party indicated.

	Landlord	Tenant
Electricity		X
Gas		X
Heating fuel		X
Telephone		X
Internet connection		X
Satellite TV connection		X
Property taxes	X	
Water filter cartridges		X
Building Insurance	X	

8. NUMBER OF PERSONS

The premises shall be occupied by no more than ____ people, excepting short-term guests (less than 30 days in a calendar year), without the prior written consent of the Landlord.

The Tenant shall not sublet or assign the leased premises or any portion thereof without the prior written consent of the Landlord.

If the Tenants in this lease are, in fact, more than one adult person, each signer agrees to be bound individually by all the duties, obligations and responsibilities of this lease. If any of the tenants must move before the end of the lease, the Landlord shall serve notice of intent to terminate the lease and enter into a new lease with the remaining person or people, provided that such an arrangement with the remaining tenant(s) meets the original objectives of the CICA housing program.

9. USE OF PROPERTY

The Tenant shall use the premises solely for residential purposes.

10. SMOKING

Smoking is not allowed in the building or on the property.

11. INSPECTION OF PREMISES

Within one week of the beginning of the tenancy, the Tenant shall inspect the premises and shall report any existing damages to the premises to the Landlord.

The Landlord will also make a yearly inspection of the unit, by prior arrangement with the Tenant.

12. DELIVERY OF POSSESSION

If the Landlord fails to make the premises available in a habitable condition on the agreed date of the start of the tenancy, rent shall abate until delivery is completed.

II. MAINTENANCE

13. TENANT'S DUTY TO MAINTAIN PREMISES

The Tenant shall keep the dwelling unit in a clean and sanitary condition and shall comply with all state and local laws requiring tenants to maintain rented premises.

Renter's initials: _____

The Tenant shall maintain the yard and outside of the property in a clean condition and dispose of leaves, trash, etc, in a timely manner. The Tenant shall keep grass cut, shall promptly remove ice and snow from all walks, steps and drives. The Tenant may have a garden, with permission of the landlord. Tenant is responsible for providing and maintaining all necessary tools and supplies for the maintenance of the yard.

The Tenant shall provide the Landlord with prompt notice of any maintenance problems so that necessary repairs can be made in a timely manner. When repairs are necessary, tenant will inform landlord and will contact appropriate repair personnel. Tenant will be available to let repair or maintenance technicians into the property as necessary and whenever possible will deduct the cost of repairs from the next month's rent and provide the Landlord with a receipt for the services.

The Tenant may park two cars in the parking area. Guests must not park in spaces belonging to the other tenant.

The Landlord shall furnish electric light bulbs in the fixtures and washers on each faucet at the time the Tenant takes possession. The Tenant shall maintain these items thereafter. Tenant shall insure that the faucets do not drip, or the toilet run excessively.

The Tenant shall be responsible for minor repairs except for damage caused by the Landlord or his agent. Minor repairs are repairs that cost less than \$25.

Tenant is responsible for contracting for delivery of propane with one of the businesses that supply it to the island. Tenant is responsible for any damage to the house resulting from an "out of gas" condition. The landlord will provide a full tank at the beginning of the lease. The tenant is responsible for filling the propane tank before vacating the premises.

The Tenant will not make any improvements or repairs to the house or perform any excavation or trenching on the lot without prior consent from the Landlord

14. LANDLORD'S DUTY TO MAINTAIN PREMISES

The Landlord shall maintain the premises in a decent, safe and sanitary condition and shall comply with all state and local laws requiring landlords to maintain rental premises.

The Landlord shall be responsible for major repairs except for damage caused by the Tenant or his guests. Major repairs are repairs that cost more than \$25.

If the Landlord provides appliances or services, he shall maintain them in good working order during the term of this lease and any extension thereof.

15. LIABILITY

The Landlord shall be liable to the Tenant for any damage to his person or his property resulting from the willful negligence or wrongful act of the Landlord or his agents.

The Tenant shall be liable to the Landlord for any damage to the premises beyond normal wear and tear resulting from the negligence, wrongful act, or accident of the Tenant or others on the premises with their permission.

The Tenant shall be liable for any damage caused by the bursting of water pipes as a result of failure to keep heat operating in cold weather, to keep windows closed, or to drain outside faucets.

16. INSURANCE

The Landlord shall maintain fire and liability insurance on the premises. The Tenant is urged to purchase special renter's insurance on his personal property, because the Landlord's property insurance does not cover the occupant's personal possessions against fire, water damage and theft.

17. DESTRUCTION

Renter's initials: _____

If the premises are damaged or destroyed by fire, storm or some other event beyond the control of the Tenant or Landlord, so that they are unfit for human habitation, then the remaining rent for the month shall be abated and/or Landlord may elect to terminate this lease.

III. RENTAL RULES

18. NOISE

The Tenant agrees not to allow on the premises any excessive noise or other activity that disturbs the peace and quiet of his neighbors. The Tenant agrees to speak directly to neighbors if neighborhood noise is a problem. Only after trying to resolve problems directly should the Tenant involve the Landlord.

19. PETS

Pets are not allowed on the premises.

20. MOTORIZED EQUIPMENT

No motorcycles or equipment driven by gasoline motors shall be permitted inside the dwelling unit.

21. ALTERATIONS

No alteration, addition or improvement shall be made by the Tenant in or to the premises without written permission from the Landlord.

The tenant shall maintain smoke detectors in working order on both floors of the unit.

22. NOTICE OF ABSENCE

The Tenant shall notify the Landlord of any expected absence from the premises in excess of 10 days.

23. ILLEGAL DRUGS

Drug dealing and usage are strictly prohibited and are grounds for immediate termination of the lease and institution of eviction proceedings.

24. ACCESS

Except in the case of an emergency where notice is impractical, the Landlord may enter the premises only after advance notice to the Tenant, and at reasonable hours, in order to inspect the premises, to make necessary or agreed repairs or alterations, to supply services, or to show the premises to prospective tenants, purchasers or workers.

Should the landlord decide to sell the property, the tenant agrees to allow the installation of a lockbox and a "For Sale" sign, and for the property to be shown to prospective buyers after notifying the tenant.

25. FIRE PITS

Fire pits of any kind are not allowed anywhere on the property (per insurance requirements). Barbecue pits that use charcoal or gas are allowed, as long as they are well maintained and kept in safe condition, as inspected and decided by CICA board members.

IV. REMEDIES

26. LATE PAYMENT OF RENT

If the rent remains unpaid after the seventh day after the rent is due, the Tenant shall be charged a \$25 fee for late payment. An additional charge of \$25 shall be made for any returned checks.

27. FAILURE TO PAY RENT

If the Tenant fails to pay the rent when due, the Landlord may give the Tenant a 5-day notice to pay the rent or vacate. If the rent remains unpaid at the end of the 5-day notice period, the Landlord may institute eviction proceedings pursuant to law and/or other remedies provided by law including, but not limited to, suit to collect unpaid rent or damages. Tenants agree to be responsible for all reasonable attorney's fees regardless of whether eviction proceedings are actually commenced. ***I understand this section and I agree to these conditions:***

X _____ ***(signature of renter(s))***

28. TENANT BREACH OF LEASE

If Landlord decides that there is a substantial breach of lease or a serious failure to maintain the premises by the Tenant, the Landlord may provide the Tenant with a written notice describing the problem and stating that he will terminate the lease on a specified date (not less than 30 days later), if the problem is not corrected to Landlord's satisfaction within 30 days. If the problem is corrected within 30 days, the notice is cancelled. If the problem is not corrected within that time, the Landlord may institute eviction proceedings through the courts on the specified date.

29. LANDLORD BREACH OF LEASE

If there is a substantial breach of lease or serious failure to maintain the premises by the Landlord, the Tenant may provide the Landlord with a written notice describing the problem and stating that he will terminate the lease on a specified date (not less than 30 days later), if the problem is not corrected within 30 days. If the problem is corrected within the 30 days, the notice is cancelled. If the problem is not corrected within that time, the Tenant may vacate the premises on the specified date.

30. INDEMNITY

Tenant agrees to use the premises in a manner that complies with all zoning ordinances and regulations of the Town of Chebeague Island and the laws and regulations of the State of Maine. Tenant also agrees to save and hold harmless landlord from any damages arising from any violation of such laws or regulations. The Landlord makes a commitment that no violations of these laws or regulations will knowingly exist at the beginning of the term of this lease.

Tenant agrees to save landlord harmless and indemnified from any injury, claim or damage to any person or property while on or about the premises, unless it is the result of negligence by the Landlord.

V. MISCELLANEOUS CLAUSES

31. EXTENSION OR TERMINATION OF LEASE

This lease may be renewed on an annual basis, subject to the Landlord's review of the Tenant's performance in regards to the provisions of this lease and in regard to the policies of CICA's affordable housing program. 45 days prior to the end of the lease, the Landlord or Tenant may serve a written notice of termination on the other. If such notice is not given by either party this lease will continue for another year. In so continuing, the Tenant agrees to pay the monthly rental and to keep and fulfill all the other covenants and conditions of this lease. This lease may be amended unilaterally by the Landlord at the time of renewal.

32. TIMELY DEPARTURE

When the Tenant vacates the premises after giving proper notice, s/he shall leave on the day specified, remove all personal belongings, and leave the premises as clean as s/he found them.

WHEREFORE We, the undersigned, agree to be bound by all the terms of this agreement:

Landlord

Witness

Date Signed

Tenant

Witness

Date Signed

Tenant

Witness

Date Signed
