

KC Management, Inc.

69 Main Street, Orono, ME 04473

Office Phone: 207-866-7027

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Website: www.kcmanagementinc.com

RESIDENTIAL LEASE

1. Date and Parties. The date of this Lease is _____. It is made by and between KC Management, Inc., (hereinafter called the "Landlord") and

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

(hereinafter collectively referred to as the "Tenant"). **If more than one person is listed as the Tenant, their obligations under this lease are joint and several.** No change in the Tenant shall be allowed without written Landlord's consent.

2. Managing Agent. KC Management, Inc. is the managing agent for the owners of the Premises described in Section 3 below. The owner of the Premise is _____. The Owner has authorized KC Management, Inc. to enter into this Lease and manage the Premises on its behalf. All matters and notices relating to this Lease or the Premises shall be directed to KC Management, Inc. at the address, phone numbers and e-mail address provided in this Lease.

3. Premises. Subject to the terms and conditions of this Lease, Landlord agrees to rent and lease to the Tenant, and the Tenant agrees to take and lease from the Landlord, the residential premises described as follows:

Address: _____ (the "Premises").

4. Term. The term of this Lease is for the period beginning at 9:00am on _____, and ending at 9:00 am on _____. Tenant shall remove all personal items from the Premises prior to this time. It is agreed that Tenant has no right to the Premises at the end of this term. Tenant understands that any personal item left at the Premises will be disposed of at Tenant's expense.

5. Rent. Tenant shall pay a total of \$_____.00 for the term of this lease as outlined in section 4.

Payments shall be made in monthly installments of \$_____.00.

Rent is due on the 1st day of each month.

Tenants will set up an online portal on our website's [Tenant Portal Log In](#) page where you will see all of your transactions and make rent payments.

ACH payments are FREE of charge (payments directly from your checking or savings account).

If you use a debit or credit card, you will be assessed a 3% convenience fee.

WE DO NOT ACCEPT CASH PAYMENTS.

A 4% late fee will be charged to your account at 12:00am on the 15th day of the month for any unpaid balances.

First and last month's rent payments are due on _____ 1st _____, 20____.

Tenant Initials: _____

Tenant will be responsible for a **\$35.00 insufficient funds charge** for any bounced or dishonored payments. Habitual tardiness in making the rental payment is a substantial lease violation and is grounds for termination. Tenant hereby understands that late payments and outstanding balances may be reported to a collection agency which may report Tenant to all three major credit bureaus. Tenant understands that the obligations are joint and several to each tenant hereunder.

6. Security Deposit. At the signing of this Lease, Tenant shall deliver to Landlord a security deposit in the amount of \$_____.00. This security deposit is paid at the signing of the Lease to hold the Premises until the Tenant occupies the Premises.. The Tenant understands that the Landlord is taking the Premises off the market at this time to reserve the Premises for the Tenant. Tenant understands that if Tenant does not move into the Premises, deductions will be made from the deposit to cover expenses in leasing the apartment to new tenants. A **rental fee of \$300** will apply, plus any additional expenses incurred. The Landlord will keep the security deposit in a separate account that may earn interest. Landlord will retain the interest earned and Tenant agrees that they are not entitled to any interest on their security deposit. Landlord will **return the security deposit to the Tenant within 30 (thirty) days from the end of the Lease term** if the Tenant has complied with all the terms of this lease and has not otherwise caused economic loss to the Landlord. The Landlord will make appropriate deductions from the security deposit and return the balance, if any, to the Tenant together with a written statement detailing the reasons for any deductions. In so doing, the Landlord does not waive any claim against the Tenant in excess of the amount of the security deposit. Appropriate deductions may include, but are not limited to, cleaning of the Premises and the cost of any necessary repairs which are not considered normal wear and tear. **The security deposit may not be used for rent. The security deposit may not be transferred to another property. Tenant has agreed that one check will be returned to _____** (the "Tenant Payee") reflecting the balance of the security deposit owed to Tenant. The Tenant Payee is responsible for disbursing any returned security deposit to the other tenants listed on this Lease.

Return of the security deposit is subject to: full term has expired, no damage beyond normal wear and tear, entire premise including range, refrigerator, dishwasher, closets, walls, cabinets, showers, toilets and floors are cleaned, burned out light bulbs are replaced, all keys returned, no holes or dents in walls, all unpaid late fees are paid, all rubbish are properly disposed of and all items are removed from the Premises. The cost of labor is **\$30.00** per man hour for cleaning and repairs and shall be deducted from the security deposit as well as the cost of materials. There will be a minimum charge of **\$100.00** for the disposal of any items left behind. A **\$10.00** per key charge will be applied to any keys not returned by the termination date of this lease.

Tenants agree to submit the [Move In Inspection Form](http://www.kcmanagementinc.com/move-out-checklist/) on our website <http://www.kcmanagementinc.com/move-out-checklist/> within 15 days of the beginning of the lease. Failure to submit the form on time obligates the tenants to take responsibility for any and all existing damage to the unit.

7. Renewal of Lease. Landlord is not obligated to renew the Lease, whether or not notice hereunder is sent to Landlord. Landlord reserves the right in its sole discretion to lease the property to other tenants, or to the current Tenant under different terms, after the expiration of the initial term of this Lease.

Landlord will begin showing places and signing leases to new tenants on January 5th each year. An email will be sent out to current tenants to notify of showings the day before showing your apartment.

8. Use. Tenants shall not run any businesses or perform commercial or agricultural activities on the premises. Tenants shall not host any parties or gathering at the Premises (defined as 10 people or more) that disturb the peace and quiet of neighbors. Tenants shall not have kegs of beer or illegal substances on the property. Tenant shall not smoke any substance inside the premises. Tenant shall refrain from excessive noise at all times. Consumption of alcohol is not permitted outside of the Premises. No signs or notices are to be placed in windows or on the building grounds. Tenant is responsible for, shall be liable for, and shall indemnify and defend the Landlord and owners of the Premise against any claim arising from Tenant's own actions, as well as the actions of its invitees or guests while on the Premises. Any illegal activities such as providing a place for minors to consume alcohol shall be grounds for termination of the Lease. **Tenants shall not allow any persons to be on the roofs of any structure on the premises or on the fire escapes. Fire escapes are for emergency use only.** Tenants shall not have any items outdoors around the property other than items designed and sold as lawn or patio furniture. Tenants shall not store items in the basements or attics, or use these spaces for any reason.

Tenant Initials: _____

9. Utilities & Services Provided by the Landlord. Utilities shall be paid by the parties as follows:

	<u>Paid by Landlord</u>	<u>Paid by Tenant</u>	<u>DESCRIPTION</u>
Electricity	_____	_____	Up to \$ _____ for the term of the lease.
Heating Fuel	_____	_____	Up to \$ _____ for the term of the lease
Sewer / Water	<u>X</u>	_____	Up to \$ 500.00 for the term of the lease
Hot Water	_____	_____	_____
Plow & Mow	<u>X</u>	_____	Tenant responsible for walkways, stairs, egress
Cable/Internet	_____	<u>X</u>	No Dish Satelites on the property.

Tenants agree and are required to keep the temperature between **65 and 72 degrees and keep the windows closed between November 1st and April 1st**. Landlord may enter the Premises immediately and without notice to close windows left open during this time. **Tenants agree to keep items 8” away from heat sources – baseboard, air vents, etc.** Tenant is liable for any damage caused by failure to maintain proper temperature and utility service to the Premises. Tenants may not change the shower heads as energy efficient ones have been installed. **If paying electricity, Tenants must call Versant Power Electric Company at 207-973-2020 and have the account set up for the move in date. Tenants must keep the electricity turned on at all times during their lease.**

10. Insurance/Loss or Damage: Landlord and Tenant shall each be responsible to maintain insurance for their interest in the Premises and property located on the Premises. The Landlord’s insurance covers building and liability issues only and does not cover the personal belongings of the Tenant. Renter’s insurance is the sole responsibility of the Tenant and is strongly recommended. **Gas grills are not allowed at 58 Spring Street, Stillwater property.** Grills must be a safe distance away from the building. Candles and fish tanks over 5 gallons are not allowed on the Premises. Tenant may not use kerosene, electric or any other heating devices on the premises. **Fireworks, fire arms, fire pits are prohibited from being on the premises. Tenants are not allowed to place or mount air conditioning units in the windows. Air conditioning duct / tubes from a standing unit are allowed. Hazing is prohibited from being performed on the premises.**

11. Keys and Locks: Landlord shall retain a passkey to the Premises. Tenant shall not alter any lock or install any new or additional locks. Upon termination of this Lease, Tenant shall deliver the keys to the Premises to Landlord. If Tenant fail to so deliver, Landlord may change the lock or locks on the Premises and charge the Tenant with the cost thereof. Delivery of keys to Landlord or anyone acting in Landlord's behalf shall not constitute a surrender or acceptance of surrender of the Premises, unless so stipulated by Landlord in writing. There shall be a **Thirty-Five Dollar (\$35.00) charge payable** to Landlord if it becomes necessary for Landlord, at the request of Tenant, to unlock the Premises to permit Tenant’s entry. Tenant may not install dead bolts and pad locks on bedroom doors as it is a fire hazard. Any door that leads to a means of egress may not have a lock.

12. Access by the Landlord. Tenant may not unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the Premises, make necessary repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, representatives of insurance companies, workmen, or contractors. Except in the case of emergency or if it is impracticable to do so, Landlord shall give the Tenant reasonable notice of the Landlord's intent to enter and shall enter only at reasonable times. In the event of a necessary interruption of utilities for repairs or emergencies, Landlord shall not be liable to Tenant for any inconvenience, disturbance, or loss of utility or services during the period, nor shall Tenant be entitled to a reduction in rent. The provisions of this Section shall not obligate Landlord to make any alteration, addition, repair, or improvement to the Premises except as may be required by law. If Tenant, upon request, fails to permit Landlord or Landlord's representative(s) to enter upon the Premises in compliance herewith, then Landlord may terminate this Lease upon two (2) days' written notice.

13. Parking. Tenants shall park only in the assigned area. No parking on the lawns. No Commercial vehicles on the premises. Any violation of this section may result in the vehicle being towed at the Tenant’s expense. All vehicles must be operable, inspected, registered and insured. **Only ONE VEHICLE PER BEDROOM is allowed** on the Premises. **DO NOT BLOCK ACCESS BY THE DUMP TRUCKS TO THE DUMPSTERS.**

14. Snow Removal. Tenant agrees to remove snow and ice from their walkways and to provide sand or salt as needed to keep these areas safe. Landlord will provide snow plowing services for the parking areas.

Tenant Initials: _____

15. **Pets.** Tenants need written permission to have a pet & there is a \$25 monthly rent increase. Most places will allow 1 cat or a fish tank less than 5 gallons. No other pets are permitted DOGS are not allowed on the premises. Service & Emotional Support Animals need to be approved ahead of time before being brought onto the premises.

16. **Fire Precautions.** Tenant agrees there will be **NO SMOKING** inside of the building. Tenant agrees to notify Landlord immediately if smoke detectors are not working. Tenants agree to change the batteries in smoke / carbon monoxide detectors when needed. Real Christmas trees are not allowed. Tenant agrees to use a maximum of 60 Watt light bulbs in all fixtures. **There will be a \$75 fee assessed for missing or disconnected smoke or carbon monoxide detectors. FIRE PITS ARE NOT ALLOWED ON THE PROPERTY.**

17. **Occupants.** Tenant agrees that occupancy of the Premises is limited to the persons who have signed the lease.

18. **Trash removal and storage.** Tenants are responsible for taking care of their trash by properly storing it in a container with a secure lid. Tenants are responsible to supply their own trash cans. Tenants are required to bring their trash cans in off the sidewalk the day that it has been emptied. **You will be assessed \$30 fee if we have to bring your cans in or clean up loose trash. A \$50 charge may be assessed by the town of Orono per can per day for not bringing cans in off the sidewalk by 11:00am the day after being emptied.**

19. **Common areas.** Tenant shall maintain the leased Premises and entranceways in clean and safe conditions at all times. Tenant shall not store any items in common hallways or basements or possess any hazardous materials. Only furniture that is designed and sold as lawn furniture is allowed outside. Basement use is limited to Laundry Only.

20. **Plumbing.** Tenant shall not dispose of feminine hygiene products in the toilets as they cause blockage in the lines. Other objects such as cooking grease and paper towels are also prohibited from entering the drains. Tenants shall be liable for the cost of unplugging and repairing of toilets or drains for violating this provision.

21. **Disturbance.** Upon receiving notice of a disorderly event at your premises, Tenant will be assessed **an administrative fee of \$300.00 for the 1st offense**, and any other cost resulting from violations of the Town of Orono's Disorderly Conduct Ordinance, Chapter 20, Article III, Section 20-50 at the Premises. The fee is imposed regardless of whether the police issue a summons or written warning. Payment shall be paid immediately and is subject to late payment fees. **A 2nd offense resulting in a notification of a disorderly event will result in a \$400.00 fee.**

22. **Termination.** Landlord may terminate this Lease upon good cause, for one or more substantial violations of this Lease, for more than one minor violations of this Lease by the Tenant, or if otherwise provided in this Lease. Substantial violations of this Lease Agreement shall include, but are not limited to the following: non-payment of rent or security deposit; criminal violation; failure to pay electric bills; damage being done to the unit, grounds, facilities or common areas by Tenant and/or their invitees or guests; making the rental payment after the 7th of the month in which it is due, without making prior arrangements for such late payment, more than four times during any twelve month period; and/or permitting any person(s) to reside in the Premises without prior approval and addition to lease. Repeated minor violations of this Lease Agreement which disrupt the habitability of the Premises, the health and safety of any person, the right of any tenant to the quiet enjoyment of the leased Premises and common areas, or have an adverse financial effect on the complex, shall be grounds for landlord termination of this Lease Agreement. During the initial term, the Tenant may terminate this lease at any time by paying to the Landlord the rent due for the remainder of the term. Should tenant vacate the Premises during the term of the lease, the Landlord will make reasonable efforts to re-rent the Premises, and the amount of rent owed by the Tenant will be reduced by the next rent, if any, obtained by the re rental of the Premises. **In such instance, tenant will be responsible for costs incurred by the landlord for the re-renting of the Premises including, but not limited to, loss of rent, cleaning, repairs, advertising and rental fees. KC Management charges a minimum \$300 to secure new tenants. Landlord does not rent individual bedrooms, only the entire unit as a whole.**

23. **TERMINATION OF TENANCY / DOUBLE RENT FROM "HOLD OVER" TENANT**

When the tenancy ends, the tenant agrees to vacate the leased premises and return the residence in the same condition as it was at the start of the lease, except for normal wear and tear. If the tenant fails to vacate the premises or fails to return the keys to the residence or another designated place, the tenant shall be a "hold-over" tenant. So long as the tenant remains a "hold-over" tenant, the landlord may recover double the amount of rent due for each day the tenant holds over and refuses to surrender possession.

Tenant Initials: _____

24. Notices. Any notice will be considered to have been given when delivered in hand or three days after being mailed. If more than one person is the Tenant, notice given to any one such person shall be considered notice to all of the tenants who are collectively referred to as the Tenant herein. Notice to the Landlord shall be delivered or mailed to the following address: **KC Management, Inc. 69 Main Street, Orono, ME 04473** or emailed to: **kcmangement2005@gmail.com**

25. Representation. No representations or promises with regard to the Premises have been made which are not included in this Lease in writing. This Lease represents \ the entire agreement between Landlord and Tenant.

26. Copies of Lease Agreement. The Landlord will provide Tenant with one copy of the Lease agreement upon completion of the signing by all parties.

27. Premises Modifications. Tenants may not paint or otherwise alter any part of the Premises without the prior written permission of the Landlord. Tenants may not dispose of or remove any furniture or objects belonging to the premises without written permission from the landlord.

28. Subletting / Change of roommates. Tenant shall not sublet the Premises or have someone take over their portion of the lease without the Landlord's prior written consent, as well as the consent of all tenants on the lease. There shall be a **\$300.00 administrative fee** to process a sublet / change of roommate agreement.

29. Severability. If any section or portion of any section herein is deemed to be unenforceable by a court of competent jurisdiction, the remaining portions herein shall remain enforceable. Any provisions held unenforceable shall be enforced to extent reasonable and/or enforceable.

30. Destruction of Premises: In the event the leased premises becomes damaged and deemed untenable, then this lease shall cease and terminate as of the date of destruction of said premises and rent prorated as of that date. If the premises is repairable in a reasonable amount of time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises and there shall be an abatement in rent for that period of time.

31. Maine Housing: For a complete guide to the housing laws in Maine, go to www.maine.gov/mhrc. If you feel you've been discriminated against or retaliated against for any reason, you may file a complaint with the Maine Human Rights Commission.

I UNDERSTAND AND AGREE TO ALL TERMS and CONDITIONS INDICATED IN THIS LEASE:

Lessee Printed Name	Lessee Signature	Date
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Lessee Printed Name	Lessee Signature	Date
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Lessee Printed Name	Lessee Signature	Date
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Lessee Printed Name	Lessee Signature	Date
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Lessee Printed Name	Lessee Signature	Date
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Chad / Karen Bradbury Landlord Printed Name	Landlord Signature	Date
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Lead Disclosure

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

Landlord's Disclosure: Presence of Lead based paint and / or lead based paint hazards (check a or b below)

- A. Known lead based paint and / or lead based paint hazards are present in the house. (explain)
- B. Landlord has no knowledge of lead based paint and / or lead based paint hazards in the housing.

Landlord sign and date: _____ Chad Bradbury _____

Records and reports available to the Tenant (check a or b below).

- A. Landlord has provided the tenant with all available records and reports pertaining to lead based Paint and / or lead based paint hazards (list documents below).
- B. Landlord has no reports or records pertaining to lead based paint and / or lead based paint hazards in the housing

Landlord Disclosure of Radon Gas in a Residential Rental Property

Residential Address & Unit: _____ - _____, ME 044 _____

A radon test in the unit identified was completed in **March of 2014**. Unless a mitigation system has been installed, a tenant may request a re-test in 10 years.

The radon level found in the above identified unit was **≤ 4.0 pCi/l**. A copy of the original results is available for viewing by the Lessee. 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 and tenant have the option to end the lease after providing at least 30 days notice. The radon was tested by a **Maine Registered Radon Tester with the ID number of ME05300C**.

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

ACKNOWLEDGEMENT OF LEAD & 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 as well Tenant acknowledges the risk of lead based paint on the Premises and has received pamphlet "protect your family from lead in your home." This acknowledgement does not constitute a waiver of any rights.

Lessee Printed Name	Lessee Signature	Date
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Lessee Printed Name	Lessee Signature	Date
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Chad / Karen Bradbury

Landlord Printed Name	Landlord Signature	Date
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