

# KC Management, Inc.

## RESIDENTIAL LEASE

Office Phone: 207-866-7027

69 Main Street Orono, ME 04473

Email: [kcmanagement2005@gmail.com](mailto:kcmanagement2005@gmail.com)

Website: [www.kcmanagementinc.com](http://www.kcmanagementinc.com)

### 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 of Lease

The term shall begin at 8:00am on, \_\_\_\_\_, and terminate at 8:00 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 Payments and Additional Charges

a. Tenant shall pay a total of \$\_\_\_\_\_ for the term of this lease as outlined in section 4.

Payment in the amount of \$\_\_\_\_\_ is due on the **FIRST DAY** of each month.

First and last month's rent payments are due on \_\_\_\_\_.

b. **Late Fees: a 4% late fee will be applied on the 15th day** of the month for any unpaid rent.

Tenant Initials: \_\_\_\_\_

**c. Paying the Rent.** 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). Our 3rd party payment vendor will assess fees when using a debit or credit card.

Tenant will be responsible for a **\$35.00 returned payment 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 \$\_\_\_\_\_. 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 \$50.00 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 \$200.00 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** 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 by Tenant hereunder is sent to Landlord. Landlord reserves the right, at any time, in its sole discretion to lease the property to other tenants, or to the current Tenant under different terms, for a period after the initial term of this Lease. **Tenant acknowledges and understands Landlord reserves the right to show the apartment at any time during the existing Lease term, and will begin showing places and signing leases to new tenants with higher frequency commencing on January 5th each year, in units occupied by students in Orono & Old Town & Stillwater.** An email will be sent out to current tenants to notify of showings the day before showing your apartment.

**Tenant Initials:** \_\_\_\_\_

**8. Use**

Tenants shall not run any businesses or perform commercial or agricultural activities, or **host fraternity or sorority 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. Tenants shall not have any items outdoors around the property other than items designed and sold as lawn or patio furniture. Fire egresses are to be used only for emergency purposes. Basements are for laundry and storage only. Basements cannot be used as a bedroom / sleeping area, nor can they be used for commercial activity.

**9. Utilities & Services**

Utilities shall be paid by the parties as follows:

Paid For By		DESCRIPTION
Electricity	_____	Up to \$_____ for the term of the lease
Heating Fuel	_____	Up to \$_____ for the term of the lease
Hot Water	_____	Up to \$_____ for the term of the lease
Water	____ Landlord_____	Up to \$_____ per quarterly bill
Sewer	____ Landlord_____	Up to \$_____ per quarterly bill
Plowing Snow	____ Landlord_____	Tenants responsible for salting & sanding & shoveling walkways, stairs, egresses – clearing all ice & snow
Mowing Lawns	____ Landlord_____	
Internet	____ Tenant_____	Equipment may not be attached to the building

Tenant must call the Electric Company and set up the electricity account in their name and keep power on for the duration of the lease agreement when responsible for electricity. **Tenants will incur a minimum fee of \$10 per day for each day the Tenant hasn’t taken over the electricity account if required in this lease.**

Tenant responsible for removing snow & ice from walkways, stairs and egress and salting these areas when needed. 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 and registers. Tenant is liable for any damage caused by failure to maintain proper temperature and utility service to the Premises. **Tenants are not allowed to attach anything to the building, such as satellite dishes, decorative lighting, signs or decorations.**

**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 required. Tenants must provide proof of renters insurance by the lease start date.**

**Tenant Initials:** \_\_\_\_\_

**Grills must be kept 10 feet away from the building at all times**, which in some cases may not be allowed on the deck or patio. No fish tanks over 5 gallons and no water beds allowed on the Premises. Candles are not permitted to be used. No kerosene, electric or any other heating devices are permitted. Fireworks, fire arms and fire pits are prohibited from being on the premises. Basements may get water during rain storms – tenants are advised to put items up off the floor that could get damaged if access is permitted to the basement.

#### **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 fails 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 Seventy-Five Dollar (\$75.00) 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. Vehicles may not be parked on the lawn. Any violation of this section may result in the vehicle being towed at the Tenant's expense. No commercial vehicles may be parked at the Premises. All vehicles parked in the common parking area must be operable, inspected, registered and insured. Only 1 vehicle per bedroom is allowed on the property with this unit. Parking spaces are not designated.

#### **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. Tenants agree to have all vehicles moved out of the parking lots during a specified time the day after a snow storm for snow removal. Failure to have vehicles out of the parking lot may result in the vehicle being towed at the owner's expense, or **a fee of \$100 per snow event being assessed to cover the additional cost of snow removal services.**

#### **15. Pets**

Tenants need written permission to have a pet. There is a **\$25 monthly pet fee** to have a pet if permission is granted. Most places will allow 1 cat or a fish tank less than 5 gallons. DOGS are not allowed on the premises. Service & Emotional Support Animals need to be approved before being brought onto the premises.

**Tenant Initials:** \_\_\_\_\_

## 16. Fire Precautions

Tenant agrees there will be NO SMOKING inside of the building or within 25 feet of the building. Tenant agrees to notify Landlord immediately if smoke detectors are not working. Tenants agree to change the batteries in smoke and 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 \$100 fee assessed** for missing or disconnected smoke or carbon monoxide detectors.

## 17. Occupants

Tenant agrees that occupancy of the Premises is limited to the persons who have signed the lease and their immediate family.

## 18. Trash removal and storage

Some locations have dumpsters are on site for disposing of garbage. Tenants are responsible for disposing of furniture. Dumpsters are for household garbage only. Furniture, metal, wood, etc., are not allowed in the dumpsters. Tenants are not allowed to store garbage or returnable outside.

Locations that have roadside trash can service, tenants are responsible for bringing trash cans to the road and bringing their cans back in once emptied. Failure to bring your trash can in by 10:00 am on the day after being picked up will result in a **\$50 fee being assessed per can**. Tenants are responsible for picking up any spilled or loose trash around the property.

## 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.

## 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 notification of a disorderly event where the police are called in, Tenant shall reimburse and indemnify Landlord an **administrative fee of \$300.00**, and any other cost resulting from any violation of the Town. 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.

## 22. Termination

If the Tenant shall fail to comply with any term, condition, covenant, or agreement expressed herein, the Landlord may, with seven (7) days' notice, institute process of forcible entry and detainer against the Tenant, and shall be entitled to any and all other remedies provided by law. If the Tenant shall fail to comply with any term, condition, covenant, or agreement expressed herein, including, but not limited to the failure to pay rent when due, this lease shall thereupon become null and void, and this lease shall terminate. Nonpayment of rent constitutes forfeiture. The Landlord shall have the right to reenter or repossess the leased property, and dispossess and remove therefrom the Tenant, or other occupants thereof, and their effects, without being liable for any damages. Upon the termination of this lease, the Landlord shall have the right, at its election, to terminate any sublease then in effect, without the consent of the subtenant. The Tenant shall be liable, jointly and severally, for all obligations under this lease. The remedies are to be cumulative and not exclusive. The Tenant agrees, jointly and severally, that in case of termination of this lease because of nonperformance or breach by Tenant of any term, condition, covenant or agreement in this lease, the Tenant covenants

**Tenant Initials:** \_\_\_\_\_

that Tenant will indemnify Landlord for loss and damage sustained by reason of any termination. Landlord's damages shall include, but shall not be limited to, any loss of rent; reasonable broker's commission for the reletting of the leased premises, **\$300 minimum rental fee**; advertising costs; the reasonable cost of cleaning the premises in order to relet the same.

### **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.

### **24. Notices**

Any notice will be considered to have been given when delivered in hand or three days after being mailed, or 1 day after being emailed to the tenant. 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, emailed or mailed to the following address:

**KC Management, Inc. 69 Main Street, Orono, ME 04473.**

**Email: kcmanagement2005@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 email a copy of the lease to the tenant and attach a copy of the lease to the tenant's portal 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. The wall colors cannot be changed.

### **28. Subletting**

Tenant shall not sublet the Premises without the Landlord's prior written consent, as well as the consent of all tenants on the lease. There **shall be a \$300.00 fee per tenant** if a sublet agreement is processed.

### **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 destroyed and deemed untenable, then this lease shall cease and terminate as of the date of destruction of said premises, and will be 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.

**Tenant Initials:** \_\_\_\_\_



# Landlord Disclosure of Radon Gas in a Residential Rental Property

Residential Address & Unit: \_\_\_\_\_

The property was tested in 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
---------------------	------------------	------

---

Lessee Printed Name	Lessee Signature	Date
---------------------	------------------	------

---

Lessee Printed Name	Lessee Signature	Date
---------------------	------------------	------

---

Lessee Printed Name	Lessee Signature	Date
---------------------	------------------	------

---

Lessee Printed Name	Lessee Signature	Date
---------------------	------------------	------

---

Lessee Printed Name	Lessee Signature	Date
---------------------	------------------	------

---

Landlord / Agent Printed Name	Landlord / Agent Signature	Date
-------------------------------	----------------------------	------