



RENT BOARD

June 11, 2025

5:00 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:

<https://portlandmaine-gov.zoom.us/j/83294145648?pwd=0TO9L0WFicpgHKzVeAP7Y9eIzZqb6W.1>

Passcode:617133

Phone one-tap:

+13017158592,,83294145648#,,,*617133# US (Washington DC)

+13052241968,,83294145648#,,,*617133# US

Join via audio:

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

Webinar ID: 832 9414 5648

Passcode: 617133

International numbers available: <https://portlandmaine-gov.zoom.us/u/keIXDfPulv>

II. ROLL CALL:

III. COMMUNICATIONS:

Please note: Written public comment must be received via email (rentboard@portlandmaine.gov) by 12pm the day before the scheduled meeting. The subject line needs to read "Written Public Comment"

IV. New Business

- a. Rent Increase Appeal - Public Comment
Appellant: Portland Tenant's Union
Address: 28 St. George St, Unit 3
Property Owner: John Clemons and Abigail Harper
CBL: 082-E-011-001

V. Adjourn

City of Portland – Housing Safety Division
LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing:

June 11, 2025

Appellant:

Portland Tenants Union
info@portlandtenantsunion.org

Owner Name and Address:

John Clemons & Abigail Harper
114 Baxter Blvd
Portland, ME 04101

Property Address and Unit:

28 St George St, Unit 3

CBL:

082-E-011-001

Tenants/Interested Parties:

Yes



June 4, 2025

Re: Notice of Public Hearing

To: Interested Parties of 28 St George St, Unit 3, Portland, ME 04103

A request for a hearing regarding the rental property at 28 St George St, Unit 3 (CBL: 082-E-011-001) has been submitted to the Rent Board. The request submitted by the Portland Tenants Union is in regards to a potential violation of the City of Portland's Rent Stabilization Ordinance by the property owner, John Clemons and Abigail Harper.

The Rent Board meeting is scheduled for **Wednesday, June 11, 2025** at 5pm. This meeting will be remotely held via Zoom.

Attached is the appeal packet which contains materials submitted by the involved parties as well as publicly available documents.

The agenda and Zoom link will be accessible by **June 4, 2025** at the link below:

<http://portlandmaine.gov/129/Agendas-Minutes>

***Please note:** Written public comment must be received via email (rentboard@portlandmaine.gov) by 12pm the day before the scheduled meeting. Please make sure that the subject line reads "Written Public Comment".

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



Portland Tenants Union

info@portlandtenantsunion.org

May 20, 2025

City of Portland Rent Board

Matthew Lax, Chair

Via email: rentcontrol@portlandmaine.gov, rentboard@portlandmaine.gov

Dear Chair Lax and members of the Rent Board,

Pursuant to the standing granted to tenant unions under section 6-243(a) of the city code, we submit this appeal under 6-263(c) contesting the City's amended ruling in Code Case: BLDG2508473 regarding Unit 3 at 28 St. George Street.

We submitted a [complaint](#) to the City of Portland on February 20, 2025 asserting the rights of multiple tenants at 28 Saint George Street. Our complaint charged that the landlord was imposing thousands of dollars in "monthly fees" on three units for items which had been included in the base rent by previous lease, which were mandatory to rent the unit (not voluntary), and that were covered by the definition of "*rental unit*" under Article XII Sec. 6-232.

The additional mandatory fees imposed totaled \$1,186 and included:

- i) \$310 to use the porch
- ii) \$140 to use the yard/garden
- iii) \$176 to use a hallway closet
- iv) \$150 to use a parking space
- v) \$300 to use a parking garage
- vi) \$60 to use the laundry room
- vii) \$50 to have a pet

On March 18, 2025, the City concurred with our complaint and issued a [Notice of Violation](#) and Order to Correct. That NOV determined that the fees for all three units were illegally charged, and required the landlord to reset the rent for each unit to the last compliant rent and to reimburse the tenants the amounts charged above the last compliant rent.

Following this NOV, on April 24, the city [amended](#) their ruling claiming that the fees on Unit 3 were not illegal because the tenant had "initialed each item" in the lease, thereby "opting in."

However, that amended ruling ignored the direct evidence we had provided that the items listed for fees were included in the previous lease, that the tenant was given no choice but to accept those fees if they wanted the unit and that the previous tenant had been told the increases were mandatory, and that common areas are included in the ordinance as part of the rental unit, whether listed in the lease or not.

That is why we are here today. We are asking the board to find that the fees in question in Unit 3 were indeed illegal charges, just as they are for Units 1 and 2.

Our evidence in this appeal stands as follows:

Based on reviewing CSS data, speaking with the prior landlord, and reviewing documents related to past and present tenancies at said property, we believe the evidence showing that the fees on Unit 3 are not allowable is not only clear and convincing, it is overwhelming.

The amenities were severed out from the previous lease.

- I. The landlord is charging thousands of dollars a year above the current allowable rent by charging what he is referring to as “monthly fees” for items previously included in the lease, constituting illegal increases in violation of Section 6-232 and 6-234.
- B. Attached is a copy of the lease in question covering unit three at 28 St. George. In it you will see the aforementioned fees amounting to \$1,186 charging for common spaces, parking, pets, etc. (see [exhibit 3](#))
- C. Attached is a copy of the prior lease covering the unit when the property was sold to Mr. Clemons (see [exhibit 6](#)). In it you will see mention of the parking space, garage, and pets as all being included in the previous rent, and no charges for common spaces.
- D. Upon speaking with the previous owner, he affirmed that all of the common areas and common spaces were included in the base rent from 2020 and right up until the leases were conveyed upon sale.

“As the previous owner of 28 Saint George St, Portland, ME, I can confirm that base rents for all three units from June 1, 2020 until our sale of the building on May 10, 2024 (closing date) included full use of the decks attached to each apartment, shared use of the front and side yards for recreation and gardening, use of the basement for storage, units 2 and 3 had use of basement washer and dryer, unit one had use of the washer and dryer on the first floor, all apartments included one off street and one garage parking space. I would be happy to testify to these facts.” Coleman Motley

- E. Additionally, we attach the language from a listing the previous owner (Mr. Motley) provided in 2021 showing that the yard, storage, and laundry were all part of the rent (see [exhibit 7](#)).

Allowing landlords to sever portions of rental units as they existed at the time the previous rent was set, and then offer those same severed portions for optional additional fees back to the tenants, defeats the purpose of the rent control ordinance. Excluding these new service fees from the calculation of rent completely ignores the definition of “rent” which explicitly “includes, but is not limited to, monies and fair value of goods and services rendered to or for the benefit of the Landlord under the Rental Agreement, or in exchange for . . . housing services of any kind.” Article XII Sec. 6-232 (emphasis added). There appears to be no limit on what could be severed out under this interpretation. A landlord looking to maximize profits would simply remove those additional amenities from the rental unit and charge tenants optional fees for their use. This not

only makes that provision's inclusion in the definition of “*rental unit*” superfluous, it completely turns it on its head.

The fees were mandatory.

- II. On top of the items having previously been included in the base rent, the landlord told the current tenant, one former tenant, and one prospective tenant, that the monthly fees for the items were mandatory if they wanted to rent Unit 3. As previously determined by HSO and affirmed by this board, if a landlord imposes mandatory fees on top of rent, it violates Section 6-232 and 6-234.
 - A. Upon reaching out to the current tenant to ask if these other payments were optional, the tenant told us they were not. In fact, the tenants in all three units attested to the fact that Mr. Clemons told them the fees were required to rent the units when they first moved in.
 - B. Additionally, the amount published online for Unit 3 on Zillow was for the total amount the tenants would be charged. No mention that the rent could be lower if tenants opted out of certain amenities. [Unit 3 listed for \\$2600 on 6/29/2024](#)
 - C. Additionally, upon reaching out to one previous tenant, she provided evidence that she was forced to move after being told her rent would increase from \$1,100 to \$2,300 (see [exhibit 8](#) & [exhibit 9](#)). As you can see in the evidence, the landlord makes clear that the rent increase will be mandatory in order to “increase the apartment rates up to market rate.”
 - D. Additionally, one prospective tenant told us that when they looked at unit #3 they were told the rent would be \$2,600. No mention of discounts, or opt outs. Tenant can provide written documentation from the time upon request.

Allowing a landlord to charge fees that the landlord claims are optional, but that must be accepted in order to lease the unit, is obviously not optional at all. Allowing this practice to continue would undermine the very foundation of how the base rent is set and what is truly an added amenity.

The fees are for areas that are part of the base rent by law.

- III. Regardless of whether the rent board determines that the charges were mandatory or part of the previous lease, according to Article XII Sec. 6-232, the definition of a rental unit is clear and it includes the areas in question:

“Rental unit means any dwelling unit that is rented or otherwise made available for rent for residential use or occupancy, together with all additional rights, privileges, or services connected with use or occupancy of such a unit, including but not limited to vehicle parking spaces, storage, and commons (sic) areas and/or recreational facilities held out for use by the Tenant.”
(emphasis and (sic) added).

By this definition, almost all the charges are for areas covered in the ordinance as part of a rental unit. The porch has a common door accessible to all who live in the building. The yard and garden, the same. The hall closet fits the definition of storage (and is

also accessible to all). Parking spaces are explicitly included in the rent. And the laundry room is accessible to everyone.

On this last issue, we also need to address one item in the city's reasoning for their amended NOV. In a followup email sent to us after we asked why they are allowing these line items to be sliced out as "optional" fees, City staff claimed that a rental unit under the rent control ordinance is synonymous with a "Dwelling Unit," as defined in Section 6-150.1 of the City Code. However, the City is citing a definition of "rental unit" that does not apply to rent control. The definition they cite explicitly states that it is to be used only for Article VI. As mentioned above, the definitions governing rent control are in "Article XII: Rent Control and Tenant Protections" and are explicitly expressed as to be governing for our purposes.

In conclusion

In light of this evidence, we ask that the rent board:

1. Reverse the City's amendment of the NOV and find that the items charged as fees for 28 St. George Street, Unit 3:
 - a. Were, in fact, included in the base rent, and/or;
 - b. Were, in fact, mandatory, and/or;
 - c. Were, in fact, not allowable due to the definition of rental unit which includes, but is not limited to, parking spaces, storage, and common areas.
2. That based on finding any/all of number 1 above true, that the tenant be reimbursed the full amount overcharged above \$1,186 per month since they moved in.
3. That the landlord forfeit all available banked rent at the property that might have been acquired during the period rent was being illegally charged.
4. That the rent board fine the landlord for overcharging this tenant 12 times over the past year (\$100 an incident), and \$1,000 for falsely filing registration reports for the same.

Thank you for your immediate attention to this matter. We are happy to answer any questions about this complaint and provide additional backup documentation regarding any and all the matters discussed in this letter.

We request that all communications regarding this complaint be sent to the union in response to our complaint and all documents pertaining to this investigation be made public upon completion.

Portland Tenants Union Steering Committee

Rental Agreement

This Rental Agreement ("Agreement") is entered into as of July 1, 2020 between James Coleman and Laura Motley ("Landlord") and  ("Tenant").

1. Premises. Landlord hereby rents to Tenant and Tenant hereby rents from Landlord that certain dwelling (the "Premises") at 28 St. George Street, Unit #3, Portland, Maine 04103. The building at 28 St. George Street, Portland, Maine (the "Building") and the surrounding land and buildings owned by Landlord are referred to as the "Property". Tenant shall also have access to one garage bay for storage or parking. Tenant acknowledges that Landlord is not responsible for any damage or loss associated with Tenant's storage of any property in said garage bay; such use is subject to Paragraphs 25 - 28 below.

2. Lease Term. The term of this agreement shall be fixed and shall begin on July 1, 2020 and end on June 30, 2021 (the "Lease Term").

3. Rent. Tenant agrees to pay \$1,100.00 per month as rent, to be received by Landlord on the first day of each month (the "Due Date"). If Tenant fails to make any payment of rent in full within 7 days of the Due Date, this Agreement shall, at the Landlord's option, be deemed to be breached, the term forfeited, and Tenant, without further demand or notice, shall be subject to a forcible entry and detainer action (eviction), as well as suit for damages. Notwithstanding the foregoing, and without waiving any of Landlord's other rights under this section, if Tenant fails to pay the rent within 15 days of the Due Date, Tenant shall be liable to Landlord for a late fee of 4% of the rent due. Tenant is specifically liable for all rent due and payable during the Lease Term. Early termination by Tenant will not relieve Tenant from the obligation to pay all rent hereunder, subject to Landlord's duty to mitigate.

4. Method of Payment. Rent shall be paid in the form of a personal check, cashier's check, or money order to the order of "James Motley" and shall be mailed or delivered to 231 Maine Ave, Portland, ME 04103. Bank transfer or Venmo are also suitable payment methods. If a check used to pay Landlord is returned without having been paid, Tenant shall pay a returned check charge of \$20.00 and take whatever other consequences there might be in making a late payment. If a check is returned without having been paid more than once, Tenant must thereafter make payments under this Agreement with a cashier's check or money order.

5. Security Deposit. Tenant has previously deposited \$1,100.00 to Landlord as the Security Deposit (the "Security Deposit"). Upon termination of the tenancy, Landlord will return the unused portion of the Security Deposit to Tenant within a reasonable period of time as required by law. Landlord may apply the Security Deposit before, during, or after the tenancy to cover: (1) unpaid rent; (2) damages to the Premises which are not due to normal wear and tear, including cleaning costs; (3) damage to the Property caused by Tenant, Tenant's guests, invitees, or licensees; (4) charges for late payment of rent and returned checks; (5) Landlord's cost of compliance with state and local law regarding abandoned property; (6) rent for periods during which the Premises are not rentable due to damage or other action or inaction by Tenant and (7) utility or other costs incurred by Landlord as a result of Tenant's breach of any of terms of this Agreement. If the Landlord uses the Security Deposit to cover costs for the above items during the

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term of the tenancy, Landlord may require Tenant to replace the amount of the Security Deposit applied by Landlord. The cost of labor necessitated by damage to the Premises or the Property, or in connection with abandoned property shall be \$25.00 per hour, or whatever greater fee is charged by an individual or company hired by Landlord to address the issues presented. Tenant's liability for rent or for damages to the Premises or the Property is not limited to the amount of the Security Deposit.

6. Permitted Use. Tenant shall use the Premises only for private residential purposes. Tenant shall not conduct sales of any sort from the Premises. Tenant agrees that Tenant will not engage in any illegal activities on the Premises or the Property nor will Tenant allow guests, invitees, and licensees to engage in illegal activities on the Premises or the Property. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises or the Property. Tenant shall not keep anything on the Premises or the Property (including firearms and/or other weapons) which is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard. Tenant, guests, invitees, and licensees are not permitted to smoke in the Property or on the Premises.

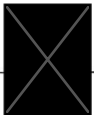
7. Occupants. Other than those persons listed as "Tenant" above, there shall be no other persons residing, even temporarily, in the Premises except as specifically authorized in writing by Landlord.

8. Pets. Tenant has received permission to house the following pet(s) on the Premises: NONE. Tenant may house no other pet of any kind on the Premises, even temporarily, without first obtaining Landlord's written consent. "Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs; these animals may be housed on the premises so long as they are in the direct service of a Tenant or authorized occupant and so long as Landlord is notified in advance in writing of the circumstances. If any animal housed by Tenant causes injury or exhibits aggressive behavior toward any person or other animal on or near the Property, Tenant shall immediately remove the offending animal from the Premises and the Property, shall provide for such animal's housing elsewhere, and shall ensure that such animal not return to the Property or the Premises. Tenant shall be liable for any and all property damage and personal injury caused by animals brought onto or kept on the Property or the Premises by Tenant or Tenant's guests, visitors, etc., and shall indemnify and hold harmless Landlord from any and all liability relating to such animals.

9. Improvements to the Premises. Prior to the commencement of the Lease Term, Landlord agrees to make the following repairs and/or improvements: None.

10. Utilities. Landlord is responsible for the following utilities at the Premises: cold water, sewer, snow removal of driveway only, and yard maintenance. Landlord shall not be responsible for any damages sustained to Tenant's person or property associated with snow removal of the driveway or yard maintenance or any delay of snow removal or yard maintenance. Landlord makes no warranty with respect to the timeliness of snow removal or yard maintenance. The utilities provided by Landlord are for the normal household use of Tenant only. Tenant shall not install or utilize a "roll-away" or "portable" dishwasher or washing machine at the Premises. Tenant is responsible for maintaining the following utility services at the Premises: electricity, natural gas (cooking gas and hot water), trash removal, and

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snow or ice on porch/decks and stairways. Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Landlord's control.

11. Subletting and Assignment. Tenant shall not sublet or assign this Agreement, the Premises or any part of the Premises without first obtaining Landlord's written permission, which may be withheld in Landlord's sole and absolute discretion.

12. Vehicles. Tenant agrees to park its vehicles in designated parking spaces and to keep those spaces clean of all drippings. Tenant shall be allotted two parking spaces: (1) one space in the designated driveway parking spot, and (2) one space in the Tenant's designated garage bay.

13. Liquid-filled Furniture and Fish Tanks. Tenant agrees not to keep any liquid-filled furniture (i.e., a waterbed) or fish tanks on the Premises without first obtaining Landlord's written permission.

14. Tenant's Duty to Maintain. Tenant shall keep the Premises in clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the Premises (other than normal wear and tear) occurs during the tenancy, Tenant shall repair such damage at Tenant's own expense subject to the provisions of Sections 16 and 17 below. If Tenant fails to make such repairs after written notice from Landlord, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any expense thereby incurred by Landlord. Such expense shall be paid to Landlord within 30 days of a written demand for reimbursement; nonpayment shall be grounds for eviction. Tenant shall maintain the smoke detectors and carbon monoxide detectors and replace the batteries when necessary. Tenant shall notify Landlord immediately if either the smoke detector or carbon monoxide detectors are not functioning properly. Tenant shall not interfere in any manner with the heating or lighting or other fixtures in the Premises or the Property nor run extension cords or electrical appliances in violation of the Building Code. Tenant shall not use the Premises in any manner which would overload the standard heating or plumbing systems, including but not limited to, roll-away or portable dishwashers, washing machines, or dryers, of the building.

15. No termination Upon Sale. If Landlord shall decide during the Lease Term of this Agreement to sell the Premises, this Agreement shall not terminate upon sale.

16. Alterations. No alterations, additions or improvements shall be made by Tenant in or to the Premises or the Property without the prior written consent of Landlord. "Alterations" include painting and wallpapering. Tenant agrees not to repair the Premises, the Property, or anything belonging to Landlord without first obtaining Landlord's written permission unless such repairs cost less than \$100 and Tenant agrees to pay for such repairs. Tenant shall hold Landlord harmless for any mechanic's liens or similar Claims against the Premises or the Property resulting from work contracted for by Tenant.

17. Repairs. Tenant agrees to notify Landlord immediately upon first discovering any signs of building problems, including but not limited to, plumbing problems, electrical problems, structural problems and pest activity.

18. Plumbing. As of the date of this Agreement, Landlord warrants that the drains on the Premises are in

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good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Only human waste and toilet paper shall be flushed down the toilets: no other items (including "flushable" products), shall be flushed down the toilets. Tenant agrees to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God.

19. Trash. Tenant agrees to dispose of Tenant's ordinary household trash in a sanitary and hygienic manner and in compliance with Landlord's reasonable rules and regulations and state and local requirements. No trash (or recycling) may be placed anywhere outside the Building except on the applicable City of Portland garbage pickup days. Trash is to be placed at the curb for collection (in sealed blue bags) no earlier than 3 PM on the day before scheduled pick-up. Tenant agrees to dispose of extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances and the like by disposing of such items at the time and in the manner designated by local authorities, and if no such disposal is arranged by local authorities, Tenant shall take such items to the dump or shall pay someone else to haul them away.

20. Locks. Tenant will not change the locks on any door or mailbox or add additional locks without first obtaining Landlord's written permission. Having obtained permission, Tenant shall pay for the change and provide Landlord with one duplicate key per lock.

21. Lockouts. Should any Tenant lock him- or herself out of the Premises and be unable to gain access to the Premises, any Tenant may call upon a professional locksmith to let him or her in. Landlord is not responsible for providing lock-out service, and may charge a fee for providing such service.

22. Noise. Tenant is entitled to the quiet enjoyment of the Premises, and Tenant's neighbors are entitled to the same. Tenant will refrain from making loud noises and disturbances and will keep down the volume of music (live and recorded) and broadcast programs at all times so as not to annoy or disturb the peace and quiet of neighbors or other occupants of the Property. Tenant shall not place wind chimes or any similar item on or around the Premises.

23. No Smoking. Tenant shall not smoke in or on the Premises or the Property, and shall not permit Tenant's guests or invitees to do so.

24. Landlord Access. Landlord recognizes that Tenant has a right of privacy and wishes to observe that right scrupulously. At certain times, however, Landlord, its employees or agents may have to gain access to the Premises for purpose of showing it to prospective tenants, purchasers, lenders, or others or for repairs, inspection or maintenance. When seeking access under ordinary circumstances, Landlord will schedule entry between the hours of 8am and 8pm. Unless Tenant agrees to a shorter notice period, Landlord will provide 24 hours prior notice of an entry to the Premises. Notwithstanding the foregoing, if Landlord or Landlord's agent reasonably believes that an emergency exists which requires an immediate entry, such entry may be made without notice.

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25. Surrender. Upon termination of the tenancy, Tenant shall clean the entire unit including the range, stove, refrigerator, closets, walls, cabinets, toilets, sinks, showers/tubs and floors. Refrigerators are to be defrosted, turned off, and the door left open. There shall be no scores, stains, or holes in any wall. No indentations or scratches in wood, tile or resilient flooring, or doors or trim will be accepted by Landlord. All light bulbs are to be operative, and smoke detectors and carbon monoxide detectors shall be in place and undamaged, with working batteries. All debris and rubbish and all personal property shall be removed from the Premises and the Property.

26. Prolonged Absences. Tenant will notify Landlord whenever the Premises will be unoccupied for periods of more than 10 days.

27. Outside Placement. Landlord reserves the right to place trash receptacles, portable storage units, and the like wherever convenient on the Property. Landlord further reserves the right to construct improvements above or below the ground anywhere on the Property. Tenant's belongings must be stowed inside the Premises or in Tenant's designated garage bay. Tenant shall not place nor permit any article to be placed outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window. Tenant shall not place objects against doors or windows which would be unsightly from the exterior of the Premises. Tenant shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Property or the Premises.

28. Insurance/Limitation of Landlord Liability/Indemnification. Landlord is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Premises or on the Property, including any person and property stored or maintained in the Tenant's designated garage bay, shall be at the risk of Tenant only and that Tenant will carry renter's insurance to cover such risk. Except as provided by law, Landlord, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Premises or Property sustained due to: (1) the Premises or Property or any part thereof or any appurtenances thereof becoming out of repair; (2) water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors, HVAC equipment, bursting or leaking pipes or plumbing fixtures, mechanical breakdown or failure, electrical failure, mold or mildew, or the misuse or non-operation of mailboxes; (3) any accident in or about the Premises or the Property; or (4) any act or negligence of Landlord, any other tenant or occupant of the Property, or any other person. Further, except as provided by law, Landlord shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant or occupant of the building. Tenant agrees to indemnify and hold Landlord harmless from any loss, damage, claim, demand, suits, judgments or liabilities resulting from the use of the Premises or Property by Tenant's guests, invitees or licensees.

29. Destruction of Premises. If the Premises are substantially or totally destroyed during the tenancy, the Agreement will terminate, and Tenant shall not be liable for rent. Notwithstanding the foregoing, if such destruction is caused by Tenant's action or neglect, Tenant shall not be relieved of the responsibility for payment of rent, and shall also bear full responsibility for repair of the damage and any incidental damages.

30. Possession. Landlord shall endeavor to deliver possession to Tenant by the beginning of the Lease

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Term. If Landlord is unable to do so for reasons outside of Landlord's Control, Landlord shall not be held liable for any damages suffered by Tenant as a result, nor shall this Agreement be considered void unless Landlord is unable to deliver possession within 10 days following the beginning of the Lease Term. Tenant's responsibility to pay rent shall begin only when Tenant has received possession of the Premises. Possession of the Premises shall be deemed to have occurred when Landlord is ready to deliver possession to Tenant and has made reasonable efforts to inform Tenant of such availability.

31. Notices. All written notices referenced in this Agreement or delivered in connection with this Agreement or the tenancy shall be delivered to the other party as follows:

To Tenant: At the Premises

To Landlord: 231 Maine Ave, Portland, ME 04103; or, via email: colemanmotley@gmail.com; lauraejmotley@gmail.com..

32. Holdover. If Tenant holds over upon termination of this Agreement and Landlord accepts Tenant's tender of the monthly rent provided for by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement.

33. Waiver of Trial By Jury Should any aspect of this agreement or the tenancy be litigated in civil court, Landlord and Tenant hereby waive their rights to a trial by jury and agree that such matter will be tried before a judge.

34. Rules and Regulations. Landlord may, from time to time, establish and promulgate reasonable rules and regulations for the tenants at the Property. Provided such rules do not substantially modify Tenant's rights, they shall become effective upon 2 weeks' notice.

35. Breach. Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction, and Landlord shall have the right to retain any Security Deposit as liquidated damages.

36. Receipt of Required Disclosure Forms. Tenant acknowledges receipt of the disclosure forms attached hereto as Exhibit A.

37. Legal Construction.

A. If any portion of this Agreement is found to be contrary to any local, state, or federal law, such portion shall be null and void, as if it had never appeared in the Agreement, and the Agreement shall be read as originally written to the fullest extent possible, omitting only the specific portion that is unlawful. The Validity of any other item in this Agreement shall not be affected.

B. All rights and remedies given to Landlord or Tenant under this Agreement shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.

C. Waiver or acquiescence by Landlord in any default or breach by Tenant, or failure of Landlord to insist upon strict performance by Tenant of any covenants, conditions or agreements in this Agreement shall not constitute a waiver of the subject default or breach, except to the extent expressly set forth in

Landlord Initials lm an

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writing, or any subsequent or any other default or breach, whether similar or dissimilar.

D. Tenant's covenant to pay rent is and shall be independent of each and every other Covenant of this Agreement.

E. Plural references made to the parties involved in this Agreement shall be deemed to apply to the singular, and singular references shall be deemed to apply to the plural as appropriate. These references also apply to Landlord's and Tenant's heirs, executors, administrators, or successors, as the case may be.

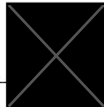
F. The rental application(s) submitted to Landlord or Landlord's agent to rent the Premises constitute(s) a part of this Agreement. Any falsification or misrepresentation whatsoever during the application process shall be considered a breach of this Agreement.

G. Landlord and Tenant agree that this Agreement constitutes the entire agreement of the parties and that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.

38. Limitation of Damages. Landlord and Tenant agree that if Tenant seeks to terminate this Lease Agreement prior to the expiration of the term provided herein, Tenant shall give Landlord at least 30 days' notice (and more, if possible) of such termination by last day of the month prior to which Tenant seeks termination. Landlord will use best efforts to find an acceptable ("acceptable" to be determined by Landlord in his/her sole discretion) new tenant. If Landlord is unable to find an acceptable new tenant, Landlord agrees that Tenant's damages for termination of this Lease Agreement shall be limited to \$1100.00 (one month of rent).

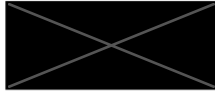
I acknowledge that I am responsible for performance of all covenants, terms and conditions of this Agreement. I certify that I have read and understand the above printed matter.

Landlord Initials lm

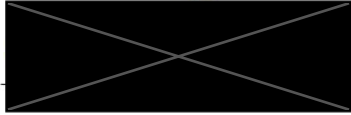
Tenant Initials  7 of 9

TENANT

Name:



Signature:



Date:

6/22/20

LANDLORD



James Coleman Motley



Laura Motley

Exhibit A:

- Lead Paint Disclosure
- Energy Efficiency Disclosure
- Radon Test and Disclosure

Landlord Initials _____

Tenant Initials _____



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Lease Agreement

This Lease made this 7th day of July, 2024 by and between
John Clemons and
Abigail Harper ("Landlord") jointly and severally, and
[REDACTED] ("Tenant"),
jointly and severally, now or soon to be of
28 Saint George St., Unit 3, Portland, Maine, 04103.

The parties agree:

1. Description of Property and Premises. Landlord hereby leases to Tenant and Tenant hereby lease from Landlord the following premises:
28 Saint George St., Unit 3, Portland, Maine, 04103 ("Premises"). The lease includes all appliances located in Premises. Parking may be offered but only on the terms set forth herein. The location of Premises is 28 Saint George St., Portland, Maine, 04103 ("Property").

Additional Space: Lease includes limited access to paths, stairwells, and access-ways necessary for access to Premises. Use of common areas may be limited or restricted at the sole discretion of Landlord. Other spaces as defined in this lease may also be included..

2. Term. This Lease shall be for a term of 11mo 24 day beginning on July 7, 2024 at 1600 and ending on June 30, 2025 at 1200.

3. Payment of Rent and Fees. Tenant shall pay, without demand, a total sum of \$ 2650 per month, comprised of rent and all fees as itemized below ("Monthly Rate"). Payment is due, in full, on the first day of each and every month thereafter, and is to be made in a single payment. payable to Landlord via Zelle at 28SaintGeorge@gmail.comJ. If Zelle isn't possible, a check made out to John Clemons may be sent, and must be received by the due date at 314 E. David Dr. Flagstaff, AZ 86001, unless Landlord requests use of an alternate address.

Prior to occupying the property, Tenant must pay: first month's Monthly Rate (prorated if applicable) and security deposit.

If Tenant fails to pay any portion of the Monthly Rate or any other payment required under this Lease within 15 days after it shall be due, Tenant agrees to and shall pay an additional sum of four percent (4%) of the amount not timely paid for the first month (retroactive to the first day of the month) and for each month or portion thereof for which said Monthly Rate payment is not paid, as a late charge. Nothing herein shall be deemed Landlord's consent to a late payment and the accrual or payment of a late charge shall not constitute a waiver of default.

Payments received by Landlord shall first be applied to accrued late charges, then to other non-rent charges or fees due and finally to the base rent listed below, oldest rent first. Landlord's acceptance of partial payment shall not constitute accord and satisfaction and any such language on or with payment shall be void and ineffective. The portion of the Total Rate above allocated as rent shall be \$ 1464

After a Notice to Quit has been issued, any payments made by Tenant to Landlord shall be for use and occupancy only except for timely, complete cure of any rental default. Payment shall not act as a renewal of Tenant's lease or tenancy despite any endorsement, stipulation or other statement on any check or money order, or other writing from or on behalf of Tenant.

If Tenant fails to promptly pay Monthly Charge and this amount is delinquent for a period of 5 days after the payment due date, Landlord may serve a Notice to Quit on the fifth day. Service shall be made consistent with the service requirements (only) established by 14 MRS § 6002(1). If the rental default is not cured in full within 5 days after service of the Notice to Quit this Lease shall immediately terminate and Tenant shall remove all personal possessions and vacate Premises and Property. Failure to vacate Premises and Property as herein provided shall subject Tenant to immediate prosecution of an action for forcible entry and detainer without further notice. The party prevailing in a contested hearing to enforce this Lease shall be awarded attorney fees related to enforcement of the Lease upon a finding of wanton disregard of the terms of the lease.

4. **Tenant Liability:** If there is more than one person listed as a Tenant, each person shall be jointly and severally liable for all of Tenant's obligations and promises under this Lease. This means that each Tenant is fully liable to Landlord as if that person is the only Tenant, even if fewer than all Tenants are in breach or any occupants are in breach. Any breach by any Tenant will be considered a breach by all Tenants.

5. **Utilities & Services:** Utilities and Services shall be set up and paid for by the listed parties for the duration of the lease, as follows:

	Landlord	Tenant	Provider (if known)
Electricity	☒	☒	CMP
Oil	☒	☐	N/A
Gas	☒	☒	Unitil
Water	☒	☐	PWD
Sewer	☒	☐	PWD
Internet	☒	☒	Unknown
Septic Service (annual and as needed)	☒	☐	Landlord
Snow Removal - Parking / Sidewalks	☒	☐	Landlord
Snow removal - fire escapes / Decks	☒	☒	Tenant
Yard Maintenance	☒	☐	Landlord
Garden Maintenance	☒	☐	Landlord

Trash Removal - Municipal Bags	_____		Tenant
Recycling Removal	_____		Tenant
Trash/Recycling to/from Curb	_____		Tenant

Utilities provided by Landlord are for the normal household use of Tenant only. Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond Landlord’s control. Tenant shall pay all charges for all noted and all other utilities and services supplied to Premises during Tenant’s occupancy of the Premises. Prior to moving into Premises, Tenant shall establish accounts with the designated utilities into Tenant’s name(s). Failure to do so may result in the disconnection of the utilities, and payment owed to Landlord for the costs incurred. Costs for reconnection of utilities will be the responsibility of Tenant. Tenant must ensure that all utilities that are to be paid for by “Tenant,” as noted above, necessary for health and safety, and safety of the property, remain connected and active throughout the duration of their tenancy. Tenant may not use, enter, or occupy Premises until Tenant paid utilities have been put into Tenant’s name and proof of this has been provided to Landlord.

Landlord may furnish Property with wifi enabled devices (i.e. Security cameras, thermostats, etc). Tenant shall allow Landlord use of Tenant’s internet service for the use of these devices.

Tenant may not attach any new fixtures to the building or alter the property structure in any way (i.e. internet wiring, satellite dish, etc.) unless they have written permission from Landlord. Window-unit air conditioners may only be installed with Landlord’s prior written consent and approval of location and method of installation. Tenant will use showerheads that deliver 1.75 gallon per minute or less, and will replace light bulbs with only energy efficient LED bulbs.

Landlord shall not be responsible for any damages sustained to Tenant’s person or property associated with snow removal or yard maintenance, or any delay of snow removal or yard maintenance. Landlord makes no warranty with respect to the timeliness of snow removal or yard maintenance. Tenant is responsible for keeping porches/decks, stairs, and all points of egress clear of snow, ice, or other impediments at all times.

Landlord shall pay for furnished appliance maintenance at its expense, except that Tenant is solely responsible for all costs arising from or related to damage to an appliance caused by Tenant or Tenant’s guest(s).

6. Occupancy; Residential Use Only.

A. *Residential Use Only.* Premises and/or Property shall be used solely as Tenant’s residence and for no other purpose. Because use of Premises and/or Property for any purpose other than as a residence is a safety issue, use of Premises and/or Property to operate any business is grounds for a 5-day Notice to Quit.

TENANT INITIALS:  

B. *Authorized Occupants Only.* The only people authorized to occupy Premises except for reasonable visitations are:

N/A N/A	N/A N/A
--	--

Occupancy by anyone except the person(s) specified above is a material default of this Lease. Landlord shall not be deemed to have waived any such default no matter how long the unauthorized person(s) occupies Premises and/or Property. Tenant acknowledges a duty to prevent unauthorized persons from occupying Premises and/or Property and a duty to inform Landlord immediately when unauthorized person(s) occupy Premises and/or Property. Because over-occupancy is a safety issue, occupancy by anyone except the persons specified above is grounds for a 5-day Notice to Quit.

TENANT INITIALS:

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For example, and without limitation: If any person(s) other than Tenant regularly occupies, resides or stays overnight in Premises for 10 days or more in any 30-day period, whether continuously or otherwise, then Tenant (a) shall be in a material default of this Lease; and (b) Tenant shall pay, on the first day of the following month, a fee of Five Hundred (\$500.00) on account of each such person for each month or portion thereof in which such person remains in Premises. Nothing herein shall be deemed to authorize, consent or permit any other person to so reside or remain in Premises or on Property except upon the prior written consent of Landlord and any such person so remaining in Premises or on Property shall not be deemed a tenant, tenant-at-will or otherwise, but shall, upon the election of Landlord, be deemed a trespasser upon Premises and/or Property, and shall be subject to removal without notice and without judicial process. In the event Landlord gives consent as set forth above, said consent shall be revocable at the sole discretion of Landlord upon 5 days notice and without cause.

Upon expiration of the applicable statutory or municipally-required period, this provision constitutes notice of fee.

TENANT INITIALS:

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If more than 2 occupants, each additional occupant will incur an additional occupancy fee of \$ 100 per month.

TENANT INITIALS:

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C. *No Damage; Quiet Enjoyment.* Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by Tenant, Tenant's family, invitees, or guests shall be repaired by Tenant with Landlord's knowledge and

Page 4 Tenant Initials

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permission, at Tenant's expense. This includes clogged toilets and drains. Only toilet paper marketed as "septic safe", and human waste may be put down the drains. Pills, chemicals, feminine hygiene products, wipes, etc., even if considered "flushable" may not be put down drains. Upon Tenant's failure to make such repairs, Landlord, after reasonable written notice to Tenant, may make the repairs and Tenant shall be responsible to Landlord for their reasonable cost.

7. Pets. Tenant shall not be permitted to have pets on Property without submitting Pet Application and receiving prior written consent from Landlord. If Tenant fails to adhere to any of the conditions contained in this paragraph, Landlord, at their sole discretion, may either require Tenant to remove the pet from Property permanently or declare this lease in default. Pets brought on or allowed to be on Property by Tenant without proper consent will result in a \$ 50 fine, in addition to the Pet Application, Pet Fees & Pet Deposit being due immediately.

If any animal housed by Tenant causes injury or exhibits aggressive behavior toward any person or other animal on or near Property, Tenant shall immediately remove the offending animal from Property, shall provide for such animal's housing elsewhere, and shall ensure that such animal not return to Property. Tenant shall be liable for any and all Premises or Property damage, damage to personal property, and personal injury caused by animals brought onto or kept on Property by Tenant or Tenant's guests, visitors, etc., and shall indemnify and hold harmless Landlord from any and all liability relating to such animals.

- Tenant will not leave pets unattended for any undue length of time.
- Pets may not be left on patios, or balconies.
- Pets cannot bark excessively or cause other disturbances.
- Tenant will diligently maintain the cleanliness of litter boxes, any outside mess, feeding areas, & food storage (pet food attracts pests)
- Carpet will be replaced due to pet stains or odors and cost will be withheld from pet and/or security deposit.

Tenant is to pay \$ 0 refundable, and \$ 100 non-refundable Pet Deposit, and monthly Pet Fee of \$ 50, per pet.

8. Compliance with Law; Indemnification. Tenant shall fully comply with the requirements of all Federal and Maine statutes and regulations, and all local ordinances, with regard to the use and occupancy of the leased Premises and Property. Failure to comply with any applicable law or and/or ordinance is grounds for a 5-day Notice to Quit. Tenant agrees to indemnify Landlord from any claim or damage arising from or related to any violation of law regarding the tenancy by Tenant, their family and guests.

Tenant specifically acknowledges that growing and/or distributing cannabis in any amount is a violation of Federal law which, like all other such violations, constitutes a material breach of this Lease. No growing or distributing cannabis, or creation, possession, or distribution of any illegal substance is permitted in any form.

TENANT INITIALS: RM HC

9. Maintenance, Alterations and Improvements. Tenant shall maintain Premises and Property in as good order and condition as it is at the beginning of the term of this Lease. Tenant shall make no alterations, improvements, repairs or additions in or to Premises or Property without the prior written consent of Landlord. No painting, installation of carpeting, wallpapering, refinishing, plastering, nailing, boring or screwing on or into the woodwork, walls, floors, windows or window frames or sills, ceilings, plaster or otherwise shall be done without the prior consent of Landlord. If painting is allowed, the walls must be returned to the same color as at the beginning of the lease. Tenant must use Landlord approved painter to return walls to their original state if they were painted. Tenant may hang picture frames, mirrors and the like in a reasonable manner but solely by the use of picture hangers or hooks and not nails, screws, tape, adhesives or similar fasteners. Notwithstanding the foregoing, Tenant shall be required prior to the expiration of the lease term to patch and texture match any holes made by them.

Tenant must notify Landlord **immediately** if the heating system fails for any reason. Tenant must notify Landlord about any leaking or dripping fixtures, mold, infestation and any chipping or peeling paint. Because each of these situations represents a safety issue, failure to provide the required notification to Landlord is grounds for a 5-day Notice to Quit.

TENANT INITIALS: RM HC

Tenant acknowledges that in addition to Tenant's other maintenance obligations under this Lease, Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts or appliances in the Premises. Tenant also agrees to immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage area, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air-conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to Premises and Tenant's property as well as injury to Tenant and/or Tenant's guests resulting from Tenant's failure to specifically comply with the terms of this section.

TENANT INITIALS: RM HC

10. Entry for Inspection and Repairs. Tenant shall permit Landlord or Landlord's appointee to enter Premises at all reasonable times upon notice (and twenty-four hours' is deemed to be, but is not required to comprise, reasonable notice), in any apparent emergency, or with Tenant's consent to examine the condition thereof or to make repairs or alterations. Specifically but

without limitation, closing windows in anticipation of adverse weather constitutes an emergency and is grounds for entry without advance notice. Because access for inspection is a safety issue, failure to cooperate with a duly-noticed or emergency inspection is grounds for a 5-day Notice to Quit.

TENANT INITIALS: RM HC

11. Default. If Tenant fails to pay any payment due under this Lease within 5 days after it is due, or if Tenant remains in default in the observance, payment or performance of any other provision, term or condition of this Lease 15 days after notice to Tenant of any such default, or if any conduct of Tenant or any occupants of Premises shall be objectionable to Landlord or constitute a nuisance, if Tenant causes, permits or suffers any waste to Premises or Property, then Landlord may at his option immediately terminate this Lease and this Lease shall be forfeited. Upon such termination, Landlord may reenter and take possession of Premises without notice to Tenant and may remove all persons and personal property from Premises and Property. Should Landlord elect to terminate the Lease for any of the above reasons, Tenant agrees to immediately surrender and deliver possession of Premises to Landlord. In case of such termination, Landlord shall attempt to relet Premises for the remainder of the term for a reasonable amount of rent and shall recover from Tenant any deficiency between the amount so obtained (if any) and the rent and/or Monthly Rate herein reserved.

12. Abandonment of Premises. If Tenant is continuously absent from Premises for 7 or more days without prior notice to Landlord while rent and/or Monthly Rate is unpaid, or if Tenant resides in a location other than Property, Tenant agrees that Landlord may, in Landlord's discretion, declare Premises to be abandoned and this Lease to be terminated. In such case Landlord may enter Premises and treat all personal property onsite as abandoned, consistent with applicable law.

13. Release of Liability. Landlord shall not be liable for any damages or losses to person or personal property caused by other persons. Landlord shall not be liable for personal injury or damage or loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, snow, acts of God, and all other causes whatsoever, unless the same is due to negligent or intentional conduct of Landlord or Landlord's Representative. Landlord requires Tenant to obtain liability insurance coverage of One Hundred Thousand Dollars (\$100,000.00) at Tenant's expense.

Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to personal property or belongings, or to cover Tenant's liability for injury, loss or damage Tenant (or other occupants or guests) may cause others. Tenant also acknowledges that by not maintaining a policy of personal liability insurance, Tenant may be responsible to others (including Landlord) for the full cost of any injury, loss or damage caused by Tenant actions or the actions of other occupants or guests. Tenant understands that the Lease Contract requires Tenant to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence. Tenant understands

and agrees to maintain, at all times during the Term of the Lease Contract, and any renewal periods, a policy of personal liability insurance satisfying the requirements listed above.

TENANT INITIALS: RM HC

14. Tenant's Duties on Termination. Upon the termination of this Lease, Tenant shall deliver Premises and Property to Landlord in as good condition as the same are in as of the commencement of the term of this lease, ordinary wear and tear excepted. Tenant must replace burnt out light bulbs. In addition, Tenant shall deliver Premises and Property in clean and habitable condition including the cleaning of all bathroom and kitchen fixtures and appliances. If such cleaning is not accomplished by Tenant, Landlord may pay for the cost thereof and charge such cost to Tenant. Additionally, Tenant will, at the request of Landlord, have all carpets professionally cleaned by the end of the term and prior to vacating the Premises. All personal items shall be removed from the building and trash properly disposed. Storage of personal items left on Property after termination of this lease may be stored at Tenant's expense, or sold, according to applicable laws. Tenant must return all keys to Landlord, and provide a forwarding address. Failure to comply with all of the above conditions will be cause to charge Tenant prorated daily rate of Monthly Rate and/or cost to correct any damages to Premises or Property and return Premises to the condition at the beginning of tenancy, at Landlord's discretion until all above conditions are met.

15. Security Deposit. At the time of the execution of this Lease, Tenant shall deposit a security deposit of \$¹⁴⁶⁴, with Landlord as a security deposit for use to pay, in whole or in part, any obligations or debts Tenant has to Landlord, including (but not limited to) payment of rent, Pet Fees, and damage charges. No interest shall be paid to Tenant on account of said payment.

In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord.

Upon termination of lease, security deposit, minus any costs withheld, will be returned to Tenant within 30 days, via Zelle to the following: N/A or check to the following address: 350 Turnpike Drive, Camden, Maine 04843.

16. Assignment and Sublease; No Short-Term Rental. Tenant shall not assign this Lease or sublease any portion of Premises or Property without the prior written consent of Landlord. "Sublease" includes, but is not limited to, anyone other than Authorized Occupants residing in the unit, placement through AirBNB, VRBO, or similar services. Tenant acknowledges that Landlord's agreement to undertake this lease is based upon the personal and financial background and character of Tenant. Any attempt to assign or transfer this lease or to sublet all or part of this lease shall constitute a default of this lease and Landlord shall be entitled to

terminate this lease, which landlord may withhold in Landlord's sole discretion.

17. Condition of Premises and Property. Tenant acknowledges that they have examined Premises and Property, including all existing fixtures and appliances, the grounds and all buildings and improvements, and that they are accepted, as of the commencement of the term of this lease, in good order, repair, and are in safe, clean, tenantable and habitable condition. Tenant must provide Landlord with signed and completed Move-In Checklist within 7 days of commencement of lease in order to absolve Tenant of responsibility for any pre-existing damage or issues. Tenant agrees that they will keep Premises and Property clean and orderly during the term of their tenancy. Tenant shall keep all common areas and shared spaces clean and clear of personal property. If there are any issues with common areas, Tenant shall inform Landlord.

18. Rental or Sale of Property. During the last 60 days of this Lease term, as it may be renewed or extended, Landlord or Landlord's agent may display the usual "For Rent" or "Vacancy" signs on Premises and Property and show Premises to prospective tenants at reasonable hours during the day. During this period, Landlord shall, where practicable, provide Tenant with at least 24 hours' advance notice of any showing. Landlord shall provide similar notice at any time Landlord wishes to show Premises for sale.

If Landlord sells the building during the term of this lease, the terms or tenancy shall be changed immediately upon date of sale to a month-to-month tenancy, with all other obligations remaining in full force and effect.

19. Driveway and Parking. Landlord may offer use of driveway and/or parking area(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph Tenant may have use of only specified driveway and onsite parking spot and agrees to keep all areas clean of all drippings, pollutants, and other hazards. Tenant and guest vehicles shall not park blocking sidewalks, common driveway to Premises and Property, access to trash cans, on grass, or otherwise impede access to Premises or Property. Tenant and guest vehicles will not drive on grass or yard. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's vehicle.

The parking spot(s) allowed for use by Tenant is/are ^{P3}_____ as seen in Property Addendum. The monthly fee associated with this use is ¹⁵⁰_____. The driveway and parking area may be available for use to all tenants of Property unless specified as private in Property Addendum.

All vehicles parked on Property must be registered and fully-operable - Non-compliant vehicles will be towed at Tenant's expense. Landlord does not guarantee unimpeded access to the parking area. All vehicles must be moved for snow removal. Vehicles that are not removed for plowing may, at Landlord's sole option, be plowed-in or towed at Tenant's expense. Parking

spot privileges may be withdrawn without advance notice. No trailers, boats, all-terrain vehicles, or snowmobiles may be stored or parked on Property without prior written consent of Landlord. Only vehicles included below are allowed on Property.

Tenant Car information:

Make: <u>NA</u>	Model: <u>NA</u>	Color: <u>NA</u>	License Plate: <u>NA</u>
Make: <u>NA</u>	Model: <u>NA</u>	Color: <u>NA</u>	License Plate: <u>NA</u>

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.
TENANT INITIALS: RM HC

20. Garage Bay(s). Landlord may offer use of garage bay(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph, Tenant may have use of only specified garage bay(s) and agrees to keep all areas clean of all drippings, pollutants, chemicals, flammables, and other hazards. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property stored in garage bay(s). All personal property must be removed at the termination of this lease.

The garage bay(s) allowed for use by Tenant is/are G3 as seen in Property Addendum. The monthly fee associated with this use is 300. The garage bays may be available for use to all tenants of Property unless specified as private in Property Addendum.

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.
TENANT INITIALS: RM HC

21. Storage Area(s). Landlord may offer use of storage area(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph, Tenant may have use of only specified storage area(s) and agrees to keep all areas clean of all drippings, pollutants, chemicals, flammables, and other hazards. Tenant must have written permission from Landlord to store items in common areas. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property stored in storage area(s). All personal property must be removed at the termination of this lease.

The storage area(s) allowed for use by Tenant is/are S3 as seen in Property Addendum.

Page 10 Tenant Initials RM HC

The monthly fee associated with this use is 176. The storage areas may be available for use to all tenants of Property unless specified as private in Property Addendum.

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.

TENANT INITIALS: RM HC

22. Yard/Garden. Landlord may offer use of yard and/or garden areas at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph Tenant may have use of only specified yard and/or garden areas and agrees to keep these areas clean of all trash and keep shared areas clear of personal property. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property left in yard and/or garden areas.

Tenant may not remove existing plants, introduce invasive species, use pesticides or herbicides, or erect permanent structures without prior permission from Landlord.

The yard and/or garden areas allowed for use by Tenant is/are Y, B1, B2, B3 as seen in Property Addendum. The monthly fee associated with this use is 140. The yard and/or garden may be available for use to all tenants of Property unless specified as private in Property Addendum.

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.

TENANT INITIALS: RM HC

23. Laundry Area. Landlord may offer use of laundry area(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph, Tenant may have use of only specified laundry area(s) and agrees to keep all areas clean of all trash and personal property. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property left in laundry area(s).

The laundry area(s) allowed for use by Tenant is/are LB as seen in Property Addendum. The monthly fee associated with this use is 60. The laundry area may be available for use to all tenants unless specified as private in Property Addendum.

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.

TENANT INITIALS: RM HC

24. Deck(s). Landlord may offer use of deck(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph Tenant may have use of only specified deck(s) and agrees to keep all areas clean of all trash and personal property. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property left on deck(s).

The deck(s) allowed for use by Tenant is/are D33 as seen in Property Addendum. The monthly fee associated with this use is 310. The decks may be available for use to all tenants unless specified as private in Property Addendum.

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.

TENANT INITIALS: RM HC

25. Auxiliary Heating, Cooling, Grills, Fireworks, Window Coverings & Cords. No use or installation of any fireplace, wood stove, gas, electric, kerosene, coal or other stove, furnace or heater is permitted, with the exception of new (less than 1 year old) residential space heaters that have current standard safety features, and are not left running overnight or when Tenant is not present. If Tenant leaves windows or exterior doors open when Landlord-provided common-space heat ("house heat") is turned on, or when outside temperatures are expected to dip below 60 degrees, there is a \$35 charge per occurrence. All thermostats must be left on at a minimum of 55 degrees at all times - Failure to do so will result in liability for Tenant for any damages to the building, as well as any neighbor's property that may be damaged from such neglect. No outdoor grills are allowed on Property. The possession or use of fireworks by Tenant or their invitees in Premises or on Property is prohibited and is grounds for 5-day Notice of Termination based on dangerous conditions. All window covering must be blinds or bona-fide curtains; use of other coverings such as cardboard, bedding, towels or other ordinary textiles is prohibited. Use of extension cords or power-strips which do not have built-in switches or circuit breakers is prohibited.

26. Subordination. This Lease and Tenant's leasehold interest are and shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter voluntarily placed on Premises or Property by Landlord, all advances made under any such liens or encumbrances, interest payable on any such liens or encumbrances, and any renewal or extension of such liens or encumbrances.

27. Tenants Holding Over. Upon expiration of the Term stated above, unless a 30 day's advance written notice of termination is given, a month to month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof including the payment of rent except that Tenant tenancy shall be terminable on 30 day's advance written notice served by either Landlord or Tenant on the other party during any holdover period. Tenant agrees to not terminate month to month tenancy between Oct 1 and the

following May 31.

28. Binding Effect. The covenants and conditions herein contained shall apply to and bind all Tenants hereunder, and Tenants' minor children, jointly and severally and all Tenant's respective heirs, legal or personal representatives, successors and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

29. Possession of the Premises: If, after signing this agreement, Tenant fails to take possession of Premises, Tenant will still be responsible for paying rent and complying with all other terms of this agreement. If Landlord is unable to deliver possession of Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of Premises, Tenant will have the right to terminate this agreement upon proper notice as required by law. In such an event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

30. Smoking and Open Flame Policy: There is no smoking or open flames of any kind on the property. Smoking, "vaping", burning incense, use of candles or other open flames is not allowed anywhere on Property, inside or out. Tenant will inform all guests of this policy and will be responsible for Tenant's guest's conduct.

Because each of these situations represents a safety issue, failure to follow this policy is grounds for a 5-day Notice to Quit.

TENANT INITIALS HERE: RM HC

31. Trash and Recycling: Tenant is responsible for compliance with all applicable municipal ordinances. Trash must be bagged in approved bags and can be stored only in closed-lid trash cans. Acceptable recyclable materials, per city ordinance, must be placed in the City of Portland Recycling Containers. No trash or recycling may be placed anywhere else outside the Building except on the applicable City of Portland garbage and recycling pickup days. Trash is to be placed at the curb for collection (in sealed bags) no earlier than 3 PM on the day before scheduled pick-up. Tenant agrees to dispose of extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances and the like by disposing of such items at the time and in the manner designated by local authorities, and if no such disposal is arranged by local authorities, Tenant shall take such items to the dump or shall pay someone else to haul them away.

32. Notice. Unless otherwise required in this lease or by applicable law, all notices relating to this Lease shall be made in writing and only as follows:

By Landlord to Tenant: Personally delivered to an adult at Property with delivery effective immediately, or by US Mail to Tenant at Premises with delivery effective 2 days after postmarked. Email notification to Tenant's supplied email address is acceptable.

By Tenant to Landlord: Personally delivered to Landlord or an authorized property manager

with delivery effective immediately, or by US Mail with proof of mailing to Landlord at the address stated in this lease with delivery effective 2 days after postmarked. Email notification to: 28SaintGeorge@gmail.com is acceptable.

33. Waivers. Waiver by Landlord of any instance of any breach of any covenant or duty of Tenants under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty. Landlord reserves the right to make reasonable rules for the use of Premises and/or Property in addition to the provisions of this Lease. Should any aspect of this agreement or the tenancy be litigated in civil court, Landlord and Tenant hereby waive their rights to a trial by jury and agree that such matter will be tried before a judge.

34. Renter's Insurance: Tenant shall provide a binder for Renter's Insurance upon execution of this Lease and at any time thereafter upon Landlord's request. Such insurance shall be maintained at all times during Tenant's occupancy or use of Premises and/or Property. Landlord is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and personal property in Premises or on Property, including any person and property stored or maintained in Tenant's designated garage bay, storage area, deck, any common area, or elsewhere on Property shall be at the risk of Tenant only and that Tenant will carry renter's insurance to cover such risk. Except as provided by law, Landlord, its agents and employees shall not be liable for any damage to the person or personal property of Tenant or any other person occupying or visiting Premises or Property sustained due to: (1) Premises or Property or any part thereof or any appurtenances thereof becoming out of repair; (2) water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors, HVAC equipment, bursting or leaking pipes or plumbing fixtures, mechanical breakdown or failure, electrical failure, mold or mildew, or the misuse or non-operation of mailboxes; (3) any accident in or about Premises or Property; or (4) any act or negligence of Landlord, any other tenant or occupant of Property, or any other person. Further, except as provided by law, Landlord shall not be liable to Tenant for any damage to the person or personal property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant or occupant of the building. Tenant agrees to indemnify and hold Landlord harmless from any loss, damage, claim, demand, suits, judgments or liabilities resulting from the use of Premises or Property by Tenant's guests, invitees or licensees. Tenant is required to obtain a policy with a minimum of \$500,000 liability and shall name Landlord as additional insured. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having a standard form "renter's insurance" policy, including coverage for Tenant's liability. It shall be a default under this Lease if Tenant's insurance shall lapse or shall not be renewed.

35. Entire Agreement; Severability. This Lease, together with any attached addenda, states the parties' full and complete agreement. This lease supersedes any prior oral or written representations, drafts, negotiations or communications of any type. If any provision of this Lease is held to be invalid or unenforceable by final judgment of court, the invalidity or unenforceability thereof shall in no way affect any of the other provision.

36. Electronic Signature: The parties agree that electronic and “ /s/ ” signatures are effective as if original in ink.

37. Amendment of Lease: This lease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.

38. Additional/Misc. Terms

- No Tenant-supplied dishwasher, liquid filled furniture items, or laundry machines are allowed (except when a typical laundry “hookup” is provided. In this case, Tenant supplied washing machine and dryers are to be properly connected to supplied washer and dryer “hookups”).
- Only Authorized Occupants shall have keys to the building or unit. Extra keys shall not be made or distributed without Landlord’s permission.
- Outside water faucets are not for Tenant use.
- Tenant may not block the fire escape in any way. No furniture in front of egress doors or windows. Doors to rooms containing emergency egress can never be blocked or locked in any way.
- Landlord may, at any time, use common or shared spaces at Property as well as any spaces on Property that are not designated as private on Property Addendum. This may include storage of trailers, equipment, etc.
- Lockouts. Should any Tenant lock him- or herself out of Premises or Property and be unable to gain access to Premises or Property, any Tenant may call upon a professional locksmith to let him or her in. Landlord is not responsible for providing lock-out service, and may charge a fee for providing such service.
- Locks. Tenant will not change the locks on any door or mailbox or add additional locks without first obtaining Landlord’s written permission. Having obtained permission, Tenant shall pay for the change and provide Landlord with two duplicate keys per lock.
- Security Cameras may be in use in exterior or shared spaces at any time.
- Noise. Tenant is entitled to the quiet enjoyment of Premises and Property, and Tenant’s neighbors are entitled to the same. Tenant will refrain from making loud noises and disturbances and will keep down the volume of music (live and recorded) and broadcast programs at all times so as not to annoy or disturb the peace and quiet of neighbors or other occupants of Property. Tenant shall not place wind chimes or any similar item on or around Premises or Property. Tenant recognizes that multi-family buildings can result in some tenant noises being heard by other tenants and accepts that condition as part of the use of the Premises.
- Exterior doors may not be propped open at any time.
- No firearms of any kind are permitted on the premises.

- Tenant is not to use any extension cords with the exception of UL tested and approved. Only one extension cord per outlet is acceptable.
 - On 12/1/2024, the rent will increase to \$1549 in accordance with Portland City rent control ordinances.
-
- N/A
-

39. Attachments/Addendums. Tenant acknowledges receipt of each of following attachments to this Agreement, each of which is integrated into this Agreement as if stated or set forth in full:

- | | |
|-------------------------------------|---|
| ☒ | Energy Efficiency Disclosure Form For Rental Units In Maine |
| ☒ | Lead Based Paint Disclosure |
| ☒ | Lead Based Paint / Hazards Pamphlet |
| ☒ | Carbon Monoxide and Smoke Detector attachment |
| ☒ | Bedbug Addendum |
| ☒ | Radon Disclosure |
| ☒ | Radon in Rental Housing Pamphlet |
| ☒ | Property Addendum |
| ☒ | Blank Move-In Checklist |
| ☒ | Blank Pet Application |

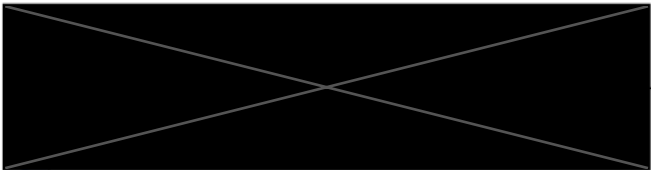
In witness whereof, the parties have executed this Lease in duplicate on the date first written above. This lease, when executed, will take precedence over any prior leases made between Landlord and Tenant, and shall nullify those prior leases and render them void.

Landlord: <u>Abigail Harper, harper.abby@gmail.com, 857-600-6921</u>		
JOHN CLEMONS 2010313134		
<u>johnbclemons@gmail.com</u>		
Print Name:	Phone Number:	Email address:
<u>John Clemons</u>	<u>07/08/24</u>	<u>07/08/24</u>
Signature	<u>Abigail Harper</u>	

Tenant(s):

Signature

Email address:



Signature

Email address:

Print Name:

Phone Number:

Email address:

Signature

Print Name:

Phone Number:

Email address:

Signature

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: 28 Saint George St. Unit 3, Portland, ME 04103

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.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) % ☒ unknown Test date:
Exposed pipes or ducts in unheated crawl space insulated? yes no
Heating fuels: oil ☒ natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? ☒ yes no
Fuels: oil ☒ natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation ☒ unknown
Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation ☒ unknown
Insulation thickness: inches or R-

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation ☒ unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no ☒ unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm ☒ double (DG) DG + low-e
 (DG + low-e + argon gas) triple or better

Doors (minimum: insulated or with storm) ☒ insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) ☒ yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) ☒ electronic ignition pilot light no gas stove

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

Signatures: Landlord: Abigail Harper 07/08/24 Reo Miyake 07/08/24
Tenant: John Clemons 07/08/24 Helen Carter 07/08/24
Date: 07/08/24

This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: N/a

For further information about energy efficiency, see www.energycmaine.com.

March 10, 2020

Page 1 of 2



Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

March 10, 2020

Page 2 of 2

Residential Real Property Disclosure Statement

MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

 John Clemons 07/08/24

Lessor Signature Date

John Clemons

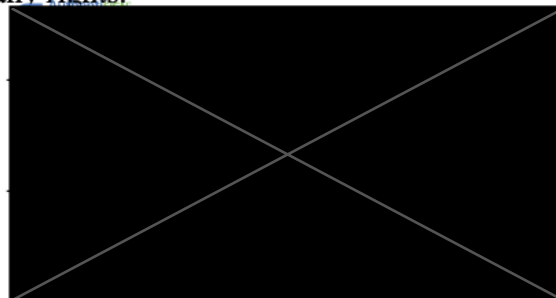
Lessor Name printed

 Abigail Harper 07/08/24

Lessor Signature Date

Abigail Harper

Lessor Name printed



Lessee Signature

Date

Reo Miyake

Lessee Name printed

**Acknowledgement of federal 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

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

Lessee's Acknowledgement (initial)

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

Agent's Acknowledgement (initial)

- (e) N/A Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

	07/08/24		07/08/24
_____ Lessee	_____ Date	_____ Lessee	_____ Date
Lessee	Date	Lessee	Date
N/A	N/A	N/A	N/A
Agent	Date	Agent	Date



Coleman Motley <colemanmotley@gmail.com>

apartment blurb

Laura Motley <lauraejmotley@gmail.com>

Fri, Jun 4, 2021 at 8:50 PM

To: Coleman Motley <Colemanmotley@gmail.com>

Beautiful recently renovated 2 bedroom apartment available in three unit building in Portland's Oakdale neighborhood. \$1500 plus electric and gas. Heat is electric heat pump mini splits that can also cool in the summer. Kitchen features a gas stove, dishwasher and butcher block island. The first floor comes with its own private washer and dryer. There's ample storage space in the basement, and each unit has its own garage bay. There's also plenty of street parking, and a dedicated parking spot per unit. A large yard to the side of the building has lots of garden space (and lots of sun), and a fully closed fence (great for dogs). Landlords live in town and are attentive and communicative regarding repairs, etc. We ask for a security deposit of \$1500 and one month's rent to move in. One year lease. Available July 1.



Abby Harper

May 9

To john clemons and You



Hi



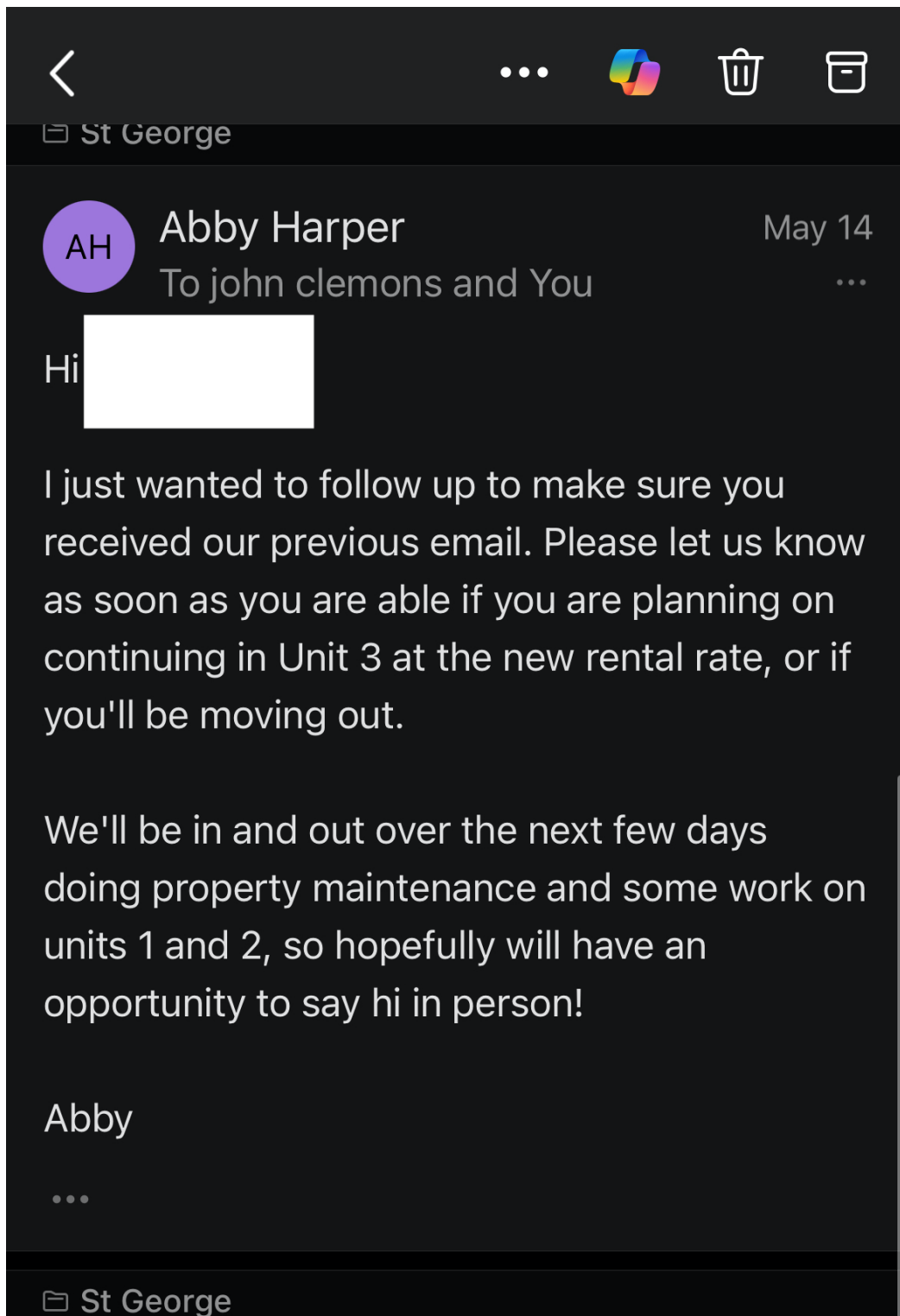
Hope this email finds you well! John just got into town and I'll be back this weekend. We are finally in the home stretch of purchasing the building and wanted to reach out. We're looking forward to meeting you in person after closing, and have heard nothing but wonderful things about you.

We would love to have you stay in 28 Saint George if you would like, however with the purchase costs and interest rates being so high, we will need to increase the apartment rates up to market rate. Your monthly amount will increase to \$2,300. If you do intend to stay, we'd be thrilled, and if you don't intend to stay with this increased rent, we certainly understand and please let us know when you'd like to move out.



Reply







Portland Tenants Union

info@portlandtenantsunion.org

Feb 20, 2025

City of Portland Housing Safety Office

Mr. Zachery Lenhert

389 Congress Street

Portland, Maine 04101

Via email: rentcontrol@portlandmaine.gov, zlenhert@portlandmaine.gov

Dear Mr. Lenhert,

Pursuant to the standing granted to tenant unions under section 6-243(b) of the city code, we submit this complaint asserting the rights of tenants currently residing at 28 Saint George Street, in district 3 of the city of Portland, regarding multiple violations of the rent control ordinance by Mr. John Clemons, landlord.

Based on reviewing CSS data, speaking with the prior landlord, and reviewing documents related to past and present tenancies at said property, we believe the violations of the rent control ordinance by Mr. Clemons at this property include:

1. The landlord is charging thousands of dollars a year above the current allowable rent by charging what he is referring to as “monthly fees” for items previously included in the base rent, constituting illegal increases in violation of Section 6-232 and 6-234.
 - a. [According to CSS](#), the “other payments collected” from the tenants by the landlord total \$840, \$860, and \$1,186 a month for Units 1, 2, and 3 respectively. These fees bring the rents well above the last compliant rent of each unit from prior to his purchasing it: \$1,600, \$1,400, and \$1,100, respectively.
 - b. Upon reaching out to the tenants to ask what these other payments were for, we determined that they are called “monthly fees” in the lease and are for the decks connected to their units, closet space, the backyard, the laundry room, parking spaces, pets, and a garage (see [exhibit 1](#), [exhibit 2](#), & [exhibit 3](#)).

Upon speaking with the previous owner, all of these areas were included in the base rent from 2020 and right up until the leases were conveyed upon sale.

“As the previous owner of 28 Saint George St, Portland, ME, I can confirm that base rents for all three units from June 1, 2020 until our sale of the building on May 10, 2024 (closing date) included full use of the decks attached to each apartment, shared use of the front and side yards for recreation and gardening, use of the basement for storage, units 2 and 3 had use of basement washer and dryer, unit one had use of the washer and dryer on the first floor, all apartments included one off street and one

garage parking space. I would be happy to testify to these facts.”
Coleman Motley

- c. Attached are copies of the leases covering the units when the property was sold to Mr. Clemons (see [exhibit 4](#), [exhibit 5](#) & [exhibit 6](#)). In it you will see mention of the parking space, garage, and pets as all being included in the base rent. Additionally, we attach the language from a listing Mr. Motley provided in 2021 showing that the yard, storage, and laundry were all part of the rent (see [exhibit 7](#)).
2. On top of the items having previously been included in the base rent, the landlord told all three current tenants, one former tenant, and one prospective, that the monthly fees for the items were mandatory if they wanted to rent the units. As previously determined by HSO in a ruling against Mr. Geoffrey Rice in May of 2023, if a landlord imposes mandatory fees on top of rent, it violates Section 6-232 and 6-234.
 - a. Upon reaching out to the current tenants to ask if these other payments were optional, all three indicated that Mr. Clemons told them the fees were required to rent the units when they first moved in.
 - b. In fact, the amounts listed on Zillow were for the total amounts the tenants were charged. No mention that the rent was actually well below that level and the fees were optional. These closely match the registered amounts of “current rent” plus “other payments”.
 - i. [Unit 1 listed for \\$2595 on 5/27/2024](#)
 1. This is, seemingly, a 62.2% increase from the previous rent.
 - ii. [Unit 2 listed for \\$2400 on 5/17/2024](#)
 1. This is, seemingly, a 65.5% increase from the previous rent.
 - iii. [Unit 3 listed for \\$2600 on 6/29/2024](#)
 1. This is, seemingly, a 136.4% increase from the previous rent.
 - c. Upon reaching out to one previous tenant, we determined she was forced to move after being told her rent would increase from \$1,100 to \$2,300, 109% (see [exhibit 8](#) & [exhibit 9](#)). As you can see in the exhibits, the landlord makes clear that the rent increase will be mandatory in order to “increase the apartment rates up to market rate.” The landlords ultimately increased the rent of this unit even further to \$2,600.
 - d. Additionally, one prospective tenant told us that when they looked at unit #3 they were told the rent would be \$2,600. No mention of discounts, or opt outs to reduce the rent back to base. Tenant can provide written documentation from the time upon request.
3. [The banked rent listed in CSS](#) is over-inflated and therefore is raising/potentially raising rents above the allowable amounts, in violation of Sections 6-151 (d), and Sections 6-232, 234, and 235.
 - a. Banked rent for unit one is listed in CSS at \$421.50. Based on the actual annual rents charged since June 2020, with the registered 10% increase to the “previous rent” and assuming a voluntary turnover in 2024, we calculate that banked rent should be well below this number.
 - b. Banked rent for unit two is listed in CSS at \$230.55. Based on the actual annual rents charged since June 2020, with the registered 10% increase to the “previous rent” and assuming a voluntary turnover in 2024, we calculate that banked rent should be well below this number.

4. While the base rent for unit three appears accurate in CSS at \$1,100, the “previous rent” and “current rent” are well above what would have been allowed in 2024, in violation of Section 6-234 (c).
 - a. When the building was sold in 2024, the lease amount in unit three was \$1,100. The “previous rent” listed is \$1,331 (a 21% increase) and the current rent listed is \$1,464 (another 10%), amounting to a 33% increase in less than one year, not including “other payments.”
 - b. In speaking with the previous tenant in this unit, this turnover was not voluntary as described in 2. c. above.
5. Rent increases were imposed less than 12 months after the current increases were implemented, in violation of Section 6-234 (b).
 - a. Upon investigating the “other payments collected” in CSS, we discovered that the current leases include provisions raising the rent less than 12 months after the new rent was first collected. The leases can be provided to the city by the landlord or the tenants, upon request.
6. Notices implementing those illegal increases were dated less than 90 days and with inadequate explanation of how the banked rent portion was determined, in violation of Section 6-234 (d).
 - a. Upon investigating the “other payments collected” in CSS, we discovered that the rent increase notices attempting to implement the illegal rent increases in the leases were themselves incomplete (see [exhibit 10](#)).
7. Nowhere on the premises is the [Rental Housing Rights](#) document displayed in a conspicuous common area, and none of the tenants received said document for signature, in violation of Section 6-238 (b), (c), & (d).
 - a. As you can see in [exhibit 3](#), which includes a lease and all the material presented to tenants, nowhere is this document, or something similar, included.
8. The landlord is in substantial non-compliance with the rent stabilization ordinance, in violation of Section 234 (f), and has been since at least the beginning dates of the three current leases: May 29, 2024 (unit 1), May 25, 2024 (unit 2), and July 7, 2024 (unit 3).

In light of these violations, we request that your office:

1. Fully audit the current leases to determine the accurate current rent that should be charged. We have attached the most recent prior leases, to compare/build from.
2. Examine the circumstances surrounding the “voluntary” turnovers of all units with proof from Mr. Clemons, given an already demonstrated undue influence and coercive proposal of an illegal rent increase shown to have led to the departure of a previous tenant.
3. Examine all items/areas included in the current leases that the landlord has excluded from the base rent, and determine if they should indeed be part of that rent as we believe.
4. If there are any items the landlord may charge additional monthly fees for, ensure that the landlord is no longer requiring the tenants to pay these fees to live there.

5. Ensure that all rent increase notices for the current tenants meet the law and, if not, that new notices are submitted with adequate notice.
6. That due to the substantial non-compliance of the landlord, that rents be set back to the last compliant rents (\$1,600, \$1,400, and \$1,100 for units 1, 2, & 3, respectively), with new 90-days notice requirements for any increases going forward.
7. Ensure the tenants are fully refunded the amounts they were overcharged, which, by our account looks to be at least \$840, \$860, and \$1,186 per month of tenancy for the mandatory fees, **PLUS** the rent increases above base rent depending on the unit. In addition, ensure the tenants are refunded the portions of their security deposits above the last compliant rents.
8. Finally, due to the egregious nature of these violations and the fact that Mr. Clemons clearly understands the law, but is trying to get around it likely due to his high “purchase costs and interest rates,” we request that you impose fines on Mr. Clemons to the fullest extent the law allows—\$100 per day (Unit 1 from May 29, 2024. Unit 2 from May 25, 2024. Unit 3 from July 7, 2024), per violation (we count from six to eighteen, depending on whether each illegally imposed fee is considered one violation or the group is considered one violation), per unit (three). Plus, \$1,000 for his filing false information in regard to banked rent, in violation of Section 155 (d).
9. Due to the blatant disregard of rent control rules on this property, we also request that you proactively audit 33 Runnells Street, also owned by Mr. Clemons, and any other apartment buildings he owns, or has part ownership of, in Portland, for similar rent control violations.

Thank you for your immediate attention to this matter. We are happy to answer any questions about this complaint and provide additional backup documentation regarding any and all the matters discussed in this letter.

We request that all communications regarding this complaint be sent to the union in response to our complaint and all documents pertaining to this investigation be made public upon completion.

Portland Tenants Union Steering Committee



Portland Tenants Union

info@portlandtenantsunion.org

June 3, 2025

City of Portland Rent Board

Matthew Lax, Chair

Via email: rentcontrol@portlandmaine.gov, rentboard@portlandmaine.gov

Dear Chair Lax and members of the Rent Board,

We submit this letter as an addendum to our complaint regarding 28 St. George Street dated May 20, 2025, scheduled to be heard on June 11, 2025.

With all the same standing and citations, we ask that the rent board add to its list of considerations two counts of retaliation against tenants in Unit 1 and Unit 3, and that the landlord be barred from charging fees for items previously included in the base rent of all three units, regardless of whether he claims to make them “voluntary,” and that fines be added for the retaliation and disregard for the rules of the RSO.

Our evidence in this addendum stands as follows:

As part of his settlement to satisfy the NOV against his conduct (see previous complaint), the landlord sent a notice to the tenants in these two units giving them the option of staying another year and receiving their repayment over 12 months, “...the amount to be refunded will be divided into 12 monthly payments of \$____, credited towards your rent.” In fact, he goes on to say the tenant, at their discretion, could choose to leave, in which case he “may” pay it in one lump sum. But the clear insinuation is that the tenants are being offered another year (see exhibits [1](#) & [2](#) below).

One week after the rent board scheduled the hearing for our complaint of May 20, 2025, the landlord sent notice to the two remaining tenants that they now must vacate in 90-days (see [exhibit 3](#)). When asked by one tenant if they were no longer being provided the option to renew, the landlord claimed that he doesn’t want to tie the unit up with a lease even though he explicitly states there are no concrete plans for the future of the building (see [exhibit 4](#)).

However, just two days earlier (May 30th), he listed the one vacant apartment (unit 2) for rent. Surely, if he was intending on bringing in new tenants to unit 2, their tenancy would extend beyond the notice to vacate given to the other units (legally). If anything, logic says it would

make the most sense to offer unit 2 to his current tenants over the process of finding new ones if units 1 and 3 truly needed to be vacated for some unknown reason.

If he truly intends to empty the building, then there would need to be evidence of concrete plans to do so between May 30 and June 1. If there are no circumstance-changing developments for the plans of the building dated within those two days, then there is no logic behind emptying units 1 and 3 while bringing a new tenant into unit 2. This is further aided by the fact that unit 2 is still listed for rent on Zillow as of now, June 3rd, by Mr. Clemons himself ([exhibit 5](#)).

Finally, and perhaps most telling, in the Zillow listing, it is clear the landlord plans to re-implement the illegal fee structure he imposed on the remaining tenants who know that this fee structure is illegal. (see [exhibit 6](#))

In conclusion

There is simply no financial reason for the landlord to terminate the tenancies of these tenants, especially given the fact that there are no concrete plans for the building by the landlord's own admission. By giving 90-days notice against their wishes, he forfeits the 5% bump he might otherwise be allowed. And, even if he were to sell, he has already made clear he is shifting the tenants to month-to-month, meaning a new owner could empty the building in 30 days (with minimal compensation) if they wanted to renovate or move in themselves. Given that new ownership does not negate the rent prices under the RSO, a new owner would have no incentive to get new tenants over the ones that are currently there, in any hypothetical outcome for this building.

We fear that this building will follow the same outcome as 36 Sawyer Street. Despite the landlords of 36 Sawyer Street contesting retaliation by claiming they needed to move into the unit while providing no concrete plans, the unit was listed again for rent on Zillow immediately following the vacancy of the tenants who were retaliated against. With unit 2 of 28 St. George Street being listed for rent just two days prior to the current tenants of units 1 and 3 receiving a notice to vacate, this act is clearly either in direct retaliation to these tenants uncovering his illegal rent increases, and/or it is to try and find tenants who won't know the law as well as these tenants. Either way, his behavior is illegal.

In light of this evidence, we ask that the rent board, in addition to the rulings we request in our original letter:

1. Find that the landlord has retaliated against these two tenants for filing a complaint against him to the City and then to the Rent Board.
2. Find that the items charged as fees for all units at 28 St. George Street be considered part of the rent, and therefore cannot be severed out for separate charges whether voluntary or not.

3. That the landlord forfeit all available banked rent at the property for all three units that might have been acquired during the period rent was being illegally charged.
4. That the landlord be fined \$200 a day, per tenant, for the retaliatory act against the tenants in units 1 and 3 until the retaliation is withdrawn (the tenants are re-offered the unit for another year, the tenants vacate by mutual agreement, or they are evicted by the legal statutory process). This level fine is consistent with your ruling on the same regarding Sawyer Street.

Thank you for your immediate attention to this additional matter. We are happy to answer any questions about this complaint and provide additional backup documentation regarding any and all the matters discussed in this letter.

We request that all communications regarding this complaint be sent to the union in response to our complaint and all documents pertaining to this investigation be made public upon completion.

Portland Tenants Union Steering Committee

Rent Decrease Letter

1/1

Authentisign ID: CD3F0038-1B2D-F011-8B3D-00224822F75A

May 9, 2025

Per the City of Portland's requirement to reduce your rent and security deposit, you will be reimbursed for overpaid amounts, in the total amount of \$ 10,590.65. In order to refund this balance owed to you, the amount to be refunded will be divided into 12 monthly payments of \$882.56, credited towards your rent. Should you choose to end your tenancy, the remaining balance owed may be paid out to you as a single lump sum.

Your updated and current security deposit is \$ 1650. The over-charged amount being refunded is reflected in the value above to be repaid.

By signing this letter, both parties agree to the terms listed above. Tenant accepts the rent and security deposit reduction, and agrees to the re-payment plan that is outlined above.

The signature of John B. Clemons is written in blue ink over a light blue horizontal line. Above the signature, the word "Authentisign" is written in a small, green, sans-serif font.

John Clemons, Landlord

05/09/25

Date

SIGN

A red rectangular box with a blue border and a dashed line at the bottom. Inside the box is a black 'X' mark.

Samantha Smith, Tenant

05/09/25

Date

Exhibit 2

May 9, 2025

Per the City of Portland's requirement to reduce your rent and security deposit, you will be reimbursed for overpaid amounts, in the total amount of \$ 4,635.81 . In order to refund this balance owed to you, the amount to be refunded will be divided into 12 monthly payments of \$386.32 , credited towards your rent. Should you choose to end your tenancy, the remaining balance owed may be paid out to you as a single lump sum.

Your updated and current security deposit is \$1100 . The over-charged amount being refunded is reflected in the value above to be repaid.

By signing this letter, both parties agree to the terms listed above. Tenant accepts the rent and security deposit reduction, and agrees to the re-payment plan that is outlined above.

 *John B. Clemons*

John Clemons, Landlord

05/09/25

Date

SIGN



Helen Carter , Tenant

05/14/25

Date

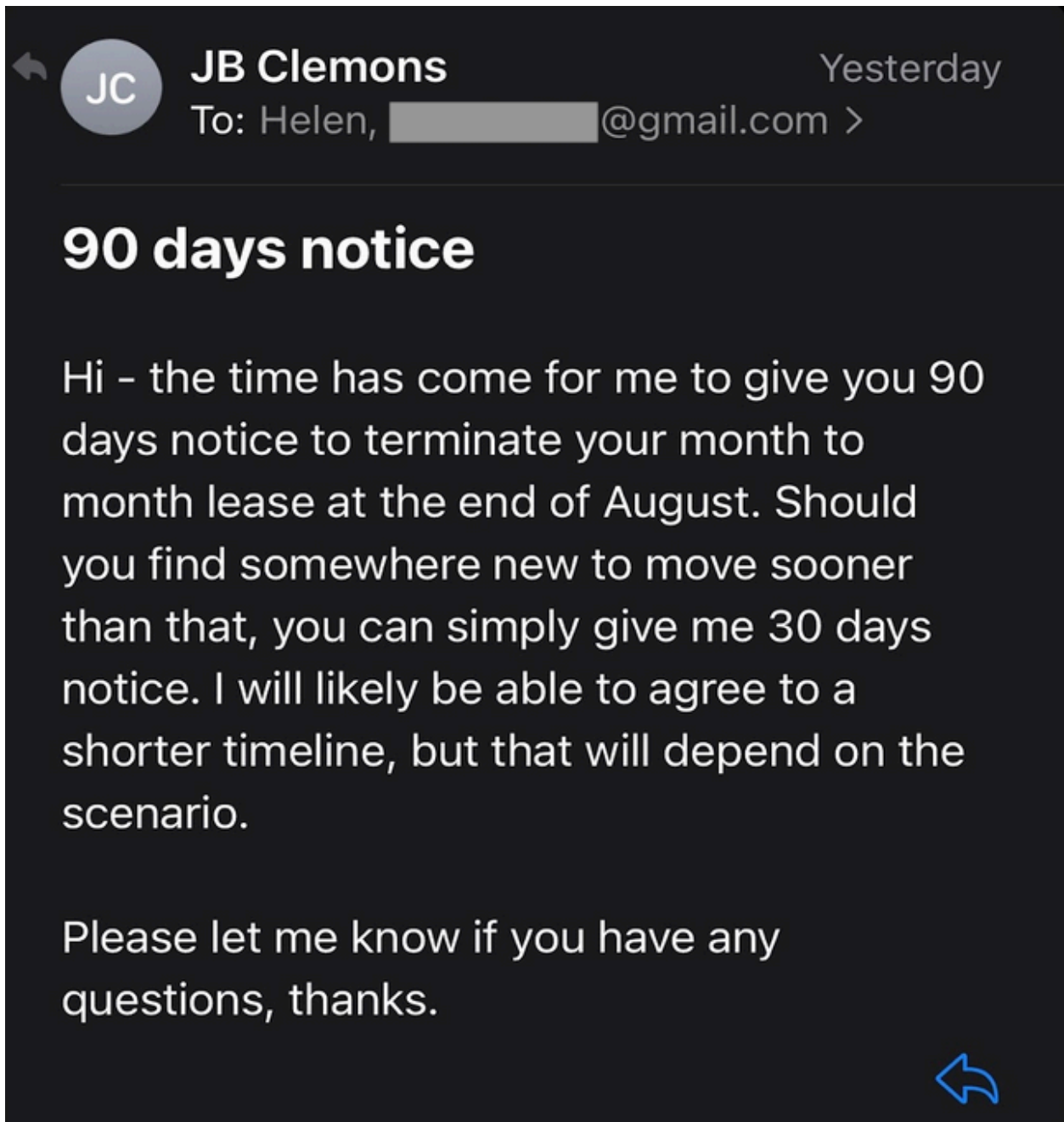


Exhibit 4



Exhibit 5

✓ **Show more**

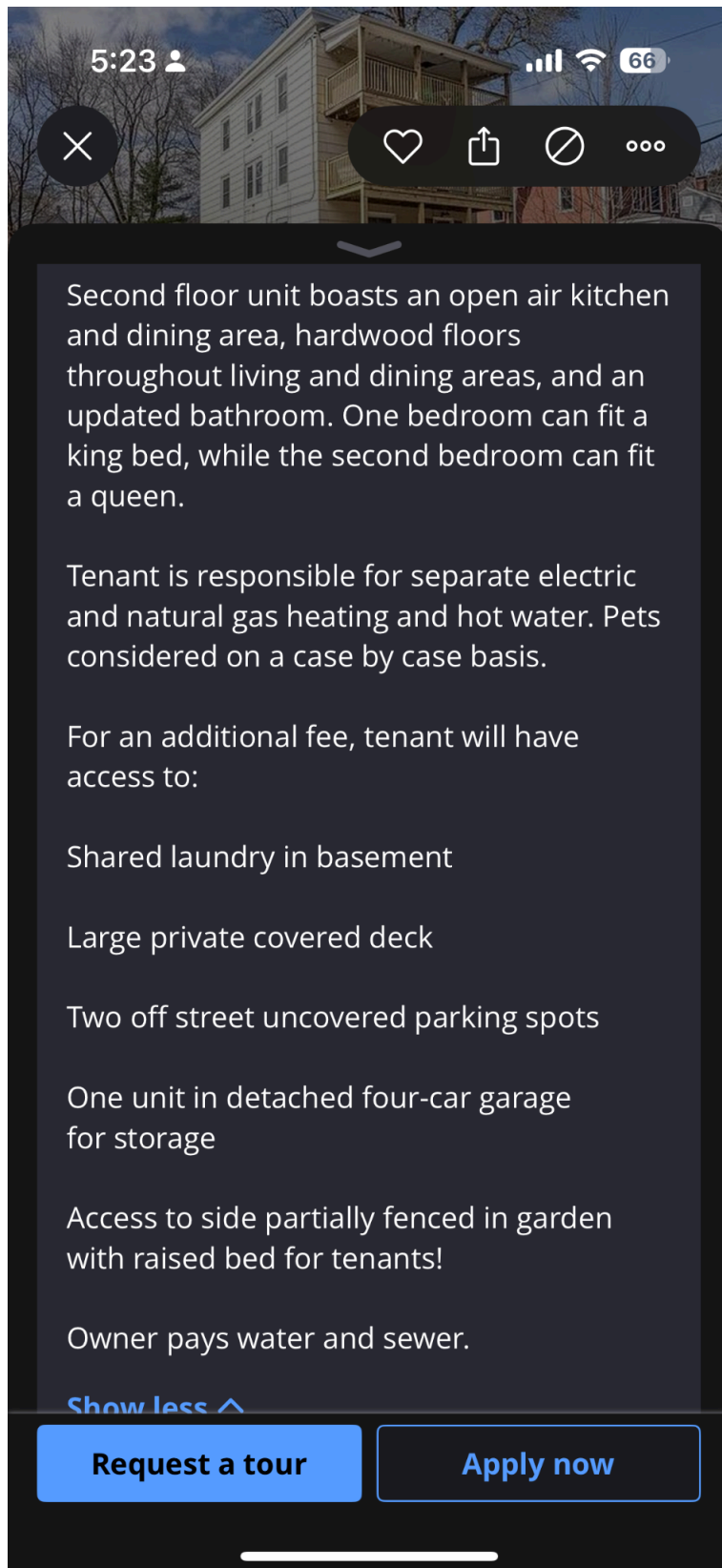
3 days on Zillow | **217** contacts | **75** applications

Listed by property owner



John Clemons
(857) 600-6921

Exhibit 6



Hello, and thank you for looking at this issue, as I am excited to have some clarity on how the city interprets rent control ordinances in Portland. I'm sorry I'm unable to attend the meeting, but hopefully the facts will stand for themselves. Below is a description of the events starting at the time of signing the 3 leases for the building:

I am a fairly new property owner in Portland, and closed on 28 Saint George St on May 10 of 2024. During escrow, it was the intent to owner occupy the building (Unit 1). The only tenant in the building at the time was in Unit 3, and she was emailed a couple of days before closing about a rent change that was intended for her unit once the ownership of the building changed. With that upcoming owner occupancy, the building was not subject to rent control. At that time the intent to raise rent was notified to her, but the ownership of the building hadn't changed hands yet, so it was not a formal notice of a change. After closing, the tenant decided to move out, and did so at the end of June. After her termination notice was given, the plan changed from owner occupying unit 1, to owner occupying unit 3 so that units 1 and 2 could be rented right away, and there was no rush to occupy on my end, so this made the most sense to me.

Units 1 and 2 were subsequently leased out towards the end of May, after repairs, maintenance, and upgrades were done on those two units, and with the intention that Unit 3 would now be the one to be owner occupied. Even as such, "Version 1" of the lease was written to follow the city rent control rules, and in my verbal and written communications, I was very careful not to state or insinuate in any way that any fees for amenities were mandatory, as they were not. What wasn't done at that time, as you can see on the unit 2 lease (Using the "version 1" template), was clearly state that the amenities and fees WERE optional. As a side note: I did ask this exact question to Zachary Lenhert, who informed me that there was no requirement to specifically call out a fee as optional, simply that they could not be mandatory. I see now that it's certainly a best practice to be more clear, and improvements were subsequently made to the "version 2" lease that was used only a few weeks later for Unit 3 to provide more clarity.

In this same timeframe, I was fortunate enough to find my dream house, and pursued that option, abandoning the plan to owner occupy Unit 3 as of Jun 14th, when this new house officially became a reality. With that last minute

change of plan, owner occupancy of unit 3 was no longer the path, so once unit 3 was vacated, the unit was also updated, maintained, etc, and then listed for rent. This is where an opportunity to improve the lease was realized, and "Version 2" was created, clarifying the amenity fee structure to be "at tenants option", and allowing them to initial individually to opt in to each of those amenities and their fees.

Needless to say, it was a chaotic time, changing the plan so often, but in the end there were 3 happy tenants that excitedly moved into 28 St George, and I was thrilled to move to a house instead of an apartment!

As it became time to send rent increase notices this winter, I searched the city website for the rent increase template. In doing so, I saw a requirement that was missed in signing the original leases - the Rent Control Rights document hadn't been sent to tenants at the time of lease signing. So, I corrected that error, and sent those documents to the tenants alongside the rent increase notice. It was shortly after this that I received a violation notice. Of course, if I was intentionally violating rent control, sending the contact information for the tenant's union wouldn't have been at the top of my list of things to do! But, I had asked a lot of questions previously about fees and how leases should be structured, and I knew I hadn't stated or suggested that any of the fees were mandatory, so it didn't cross my mind not to send the Rent Control Rights document to each tenant. It was an oversight not to include it originally, and I was happy to correct the error as soon as it was realized. It is my intent, and always was, to follow the rules. Hopefully seeing that the version 1 of the lease followed rent control rules even though the intent was to owner occupy, will show how seriously the rent control system was being taken.

In a very strange and shocking twist of events, as I was talking with Adam O'Connor about the unit 3 lease, I noted to him that that lease was a different version than the other two, and that there was no ambiguity as to if these amenities were mandatory or optional and that it was clearly stated. As I read the verbiage of the lease to Adam, he stated that the lease that was submitted to him by the Tenant's Union did not have the same language that I was reading to him directly from the lease. We emailed each other the copies of the leases that we had, and discovered that when the Tenant's Union redacted (in black marks) the initials opting in to each amenity and fee, they also used a white background to

blank out the words “opts in” repeatedly throughout the document to make it read as if these fees were not being specified as optional, but instead to make it appear they were required! I was completely taken aback, as was Adam, and he quickly reversed course and stated that he would call the legal department as he now saw the unaltered lease made this all quite clear, and that the forged copy of the lease needed to be discarded. Unfortunately this copy was used in making the original determination of the violation, and it wasn’t until the very last day of the ability to contest the violations, that this was discovered, so I did not have an ability to appeal at that point. Luckily I was shortly thereafter notified that the unit 3 fees were no longer considered a violation and that I had appropriately defended that these were indeed optional fees.

You can see in my attached documents the original version of the lease for unit 3, and the forged version that the Tenant’s Union altered and submitted to the city. Sections 19-24 are the amenity fees in question, and they can see very clearly that the Tenant’s Union blanked out the key words “opts in” on the fees making it appear that the lease required these fees

You can compare the unit 2 lease that does not have this language, to unit 3, which was created a few weeks later, where I recognized that more clarity would be better, and updated the lease to make it very easy for all to see that these were not requirements. Unit 3 (or any perspective tenants) was never told these fees were mandatory, and was clearly shown that they were optional.

In addition to being optional amenities, the amenities in question are very clearly not part of the unit being rented. You’ll see in the Tenant’s union language that some of the amenities are “attached” to the units when this is another false statement. These amenities are all accessible only through common spaces, and are not accessible at all, directly from the unit. It’s quite clear that they are not part of the unit.

I was told by Zach that these amenities are allowed to have associated fees, and that that does not violate the rent control ordinance. Although it may be unusual to have a deck that’s situated near a unit not be included in rent, not including it does not violate these ordinances. To my surprise, when discussing his interpretation of the violation, Adam informed me that it would be acceptable to keep these areas for my use (therefore not including them in the rent), but that somehow it was a violation to include them for a fee. This, of course, doesn’t

make practical sense, as an amenity is either required to be part of a unit or not, but can't be defined part of a unit if the tenant opts to use it, but not defined as part of a unit if it's reserved for owner use, but cannot be used by any other person. In my case it's very clear that the unit is what's accessible from the locked unit front and back doors, and things outside of that perimeter are not part of the unit.

To further clarify these amenities, the decks are accessed from the common stairwell, and cannot be accessed directly or only from the unit. The storage areas are accessed from the common stairwell and cannot be accessed directly or only from the unit. The basement / laundry is accessed from the common stairwell and not directly or only from the unit. The side yard and garden area is fully fenced, and is situated on the opposite side of the driveway from the building such that a passerby wouldn't easily inherently know that this lot belonged to this building vs being an undeveloped lot between the two surrounding buildings (My hope was to build more units on this side lot in the future, so that new structure or addition wouldn't be part of the existing units). The garage bays are detached from the structure entirely and sit behind the building completely isolated from the building. The parking area also sits behind the building, and entry from the front or back doors do not require access to this area. These amenities could all clearly be excluded from Tenant use without hindering the livability of the units, as they are all separate from the units themselves.

Thank you for your time in reading this. I'm sorry for the lengthy note, but I hope this will provide enough information for you to make a proper decision on this matter. I'm not sure how this process works, as I've never been through it before, but I'm happy to answer questions or provide more information as needed, if appropriate.

Thanks again,
John Clemons

Lease Agreement

This Lease made this 7th day of July, 2024 by and between
John Clemons and
Abigail Harper _____ (“Landlord”) jointly and severally, and
 _____ (“Tenant”),
jointly and severally, now or soon to be of
28 Saint George St., Unit 3, Portland, Maine, 04103.

The parties agree:

1. Description of Property and Premises. Landlord hereby leases to Tenant and Tenant hereby lease from Landlord the following premises:
28 Saint George St., Unit 3, Portland, Maine, 04103 (“Premises”). The lease includes all appliances located in Premises. Parking may be offered but only on the terms set forth herein. The location of Premises is 28 Saint George St., Portland, Maine, 04103 (“Property”).

Additional Space: Lease includes limited access to paths, stairwells, and access-ways necessary for access to Premises. Use of common areas may be limited or restricted at the sole discretion of Landlord. Other spaces as defined in this lease may also be included..

2. Term. This Lease shall be for a term of 11mo 24 day beginning on July 7, 2024 at 1600 and ending on June 30, 2025 at 1200.

3. Payment of Rent and Fees. Tenant shall pay, without demand, a total sum of \$ 2650 per month, comprised of rent and all fees as itemized below (“Monthly Rate”). Payment is due, in full, on the first day of each and every month thereafter, and is to be made in a single payment. payable to Landlord via Zelle at 28SaintGeorge@gmail.comJ. If Zelle isn’t possible, a check made out to John Clemons may be sent, and must be received by the due date at 314 E. David Dr. Flagstaff, AZ 86001, unless Landlord requests use of an alternate address.

Prior to occupying the property, Tenant must pay: first month’s Monthly Rate (prorated if applicable) and security deposit.

If Tenant fails to pay any portion of the Monthly Rate or any other payment required under this Lease within 15 days after it shall be due, Tenant agrees to and shall pay an additional sum of four percent (4%) of the amount not timely paid for the first month (retroactive to the first day of the month) and for each month or portion thereof for which said Monthly Rate payment is not paid, as a late charge. Nothing herein shall be deemed Landlord’s consent to a late payment and the accrual or payment of a late charge shall not constitute a waiver of default.

Page 1

Tenant Initials _____



Payments received by Landlord shall first be applied to accrued late charges, then to other non-rent charges or fees due and finally to the base rent listed below, oldest rent first. Landlord's acceptance of partial payment shall not constitute accord and satisfaction and any such language on or with payment shall be void and ineffective. The portion of the Total Rate above allocated as rent shall be \$1464

After a Notice to Quit has been issued, any payments made by Tenant to Landlord shall be for use and occupancy only except for timely, complete cure of any rental default. Payment shall not act as a renewal of Tenant's lease or tenancy despite any endorsement, stipulation or other statement on any check or money order, or other writing from or on behalf of Tenant.

If Tenant fails to promptly pay Monthly Charge and this amount is delinquent for a period of 5 days after the payment due date, Landlord may serve a Notice to Quit on the fifth day. Service shall be made consistent with the service requirements (only) established by 14 MRS § 6002(1). If the rental default is not cured in full within 5 days after service of the Notice to Quit this Lease shall immediately terminate and Tenant shall remove all personal possessions and vacate Premises and Property. Failure to vacate Premises and Property as herein provided shall subject Tenant to immediate prosecution of an action for forcible entry and detainer without further notice. The party prevailing in a contested hearing to enforce this Lease shall be awarded attorney fees related to enforcement of the Lease upon a finding of wanton disregard of the terms of the lease.

4. Tenant Liability: If there is more than one person listed as a Tenant, each person shall be jointly and severally liable for all of Tenant's obligations and promises under this Lease. This means that each Tenant is fully liable to Landlord as if that person is the only Tenant, even if fewer than all Tenants are in breach or any occupants are in breach. Any breach by any Tenant will be considered a breach by all Tenants.

5. Utilities & Services: Utilities and Services shall be set up and paid for by the listed parties for the duration of the lease, as follows:

	Landlord	Tenant	Provider (if known)
Electricity	☒	☒	CMP
Oil	☒	☐	N/A
Gas	☒	☒	Unitil
Water	☒	☐	PWD
Sewer	☒	☐	PWD
Internet	☒	☒	Unknown
Septic Service (annual and as needed)	☒	☐	Landlord
Snow Removal - Parking / Sidewalks	☒	☐	Landlord
Snow removal - fire escapes / Decks	☒	☒	Tenant
Yard Maintenance	☒	☐	Landlord
Garden Maintenance	☒	☐	Landlord



Trash Removal - Municipal Bags	___		Tenant
Recycling Removal	___		Tenant
Trash/Recycling to/from Curb	___		Tenant

Utilities provided by Landlord are for the normal household use of Tenant only. Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond Landlord’s control. Tenant shall pay all charges for all noted and all other utilities and services supplied to Premises during Tenant’s occupancy of the Premises. Prior to moving into Premises, Tenant shall establish accounts with the designated utilities into Tenant’s name(s). Failure to do so may result in the disconnection of the utilities, and payment owed to Landlord for the costs incurred. Costs for reconnection of utilities will be the responsibility of Tenant. Tenant must ensure that all utilities that are to be paid for by “Tenant,” as noted above, necessary for health and safety, and safety of the property, remain connected and active throughout the duration of their tenancy. Tenant may not use, enter, or occupy Premises until Tenant paid utilities have been put into Tenant’s name and proof of this has been provided to Landlord.

Landlord may furnish Property with wifi enabled devices (i.e. Security cameras, thermostats, etc). Tenant shall allow Landlord use of Tenant’s internet service for the use of these devices.

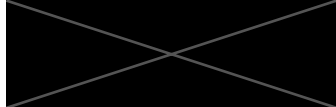
Tenant may not attach any new fixtures to the building or alter the property structure in any way (i.e. internet wiring, satellite dish, etc.) unless they have written permission from Landlord. Window-unit air conditioners may only be installed with Landlord’s prior written consent and approval of location and method of installation. Tenant will use showerheads that deliver 1.75 gallon per minute or less, and will replace light bulbs with only energy efficient LED bulbs.

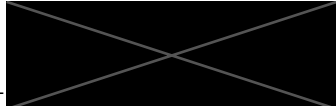
Landlord shall not be responsible for any damages sustained to Tenant’s person or property associated with snow removal or yard maintenance, or any delay of snow removal or yard maintenance. Landlord makes no warranty with respect to the timeliness of snow removal or yard maintenance. Tenant is responsible for keeping porches/decks, stairs, and all points of egress clear of snow, ice, or other impediments at all times.

Landlord shall pay for furnished appliance maintenance at its expense, except that Tenant is solely responsible for all costs arising from or related to damage to an appliance caused by Tenant or Tenant’s guest(s).

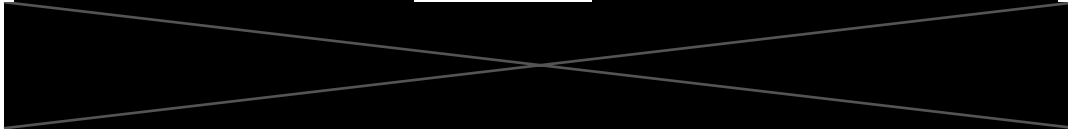
6. Occupancy; Residential Use Only.

A. *Residential Use Only.* Premises and/or Property shall be used solely as Tenant’s residence and for no other purpose. Because use of Premises and/or Property for any purpose other than as a residence is a safety issue, use of Premises and/or Property to operate any business is grounds for a 5-day Notice to Quit.

TENANT INITIALS: _____ 

Tenant Initials _____ 

B. *Authorized Occupants Only.* The only people authorized to occupy Premises except for reason



Occupancy by anyone except the person(s) specified above is a material default of this Lease. Landlord shall not be deemed to have waived any such default no matter how long the unauthorized person(s) occupies Premises and/or Property. Tenant acknowledges a duty to prevent unauthorized persons from occupying Premises and/or Property and a duty to inform Landlord immediately when unauthorized person(s) occupy Premises and/or Property. Because over-occupancy is a safety issue, occupancy by anyone except the persons specified above is grounds for a 5-day Notice

TENANT INITIALS: _____



For example, and without limitation: If any person(s) other than Tenant regularly occupies, resides or stays overnight in Premises for 10 days or more in any 30-day period, whether continuously or otherwise, then Tenant (a) shall be in a material default of this Lease; and (b) Tenant shall pay, on the first day of the following month, a fee of Five Hundred (\$500.00) on account of each such person for each month or portion thereof in which such person remains in Premises. Nothing herein shall be deemed to authorize, consent or permit any other person to so reside or remain in Premises or on Property except upon the prior written consent of Landlord and any such person so remaining in Premises or on Property shall not be deemed a tenant, tenant-at-will or otherwise, but shall, upon the election of Landlord, be deemed a trespasser upon Premises and/or Property, and shall be subject to removal without notice and without judicial process. In the event Landlord gives consent as set forth above, said consent shall be revocable at the sole discretion of Landlord upon 5 days notice and without cause.

Upon expiration of the applicable statutory or municipally-required period, this provision constitutes notice of fee.

TENANT INITIALS: _____



If more than 2 occupants, each additional occupant will incur an additional occupancy fee of \$ 100 per month.

TENANT INITIALS: _____



C. *No Damage; Quiet Enjoyment.* Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by Tenant, Tenant's family, invitees, or guests shall be repaired by Tenant with Landlord's knowledge and



permission, at Tenant's expense. This includes clogged toilets and drains. Only toilet paper marketed as "septic safe", and human waste may be put down the drains. Pills, chemicals, feminine hygiene products, wipes, etc., even if considered "flushable" may not be put down drains. Upon Tenant's failure to make such repairs, Landlord, after reasonable written notice to Tenant, may make the repairs and Tenant shall be responsible to Landlord for their reasonable cost.

7. Pets. Tenant shall not be permitted to have pets on Property without submitting Pet Application and receiving prior written consent from Landlord. If Tenant fails to adhere to any of the conditions contained in this paragraph, Landlord, at their sole discretion, may either require Tenant to remove the pet from Property permanently or declare this lease in default. Pets brought on or allowed to be on Property by Tenant without proper consent will result in a \$ 50 fine, in addition to the Pet Application, Pet Fees & Pet Deposit being due immediately.

If any animal housed by Tenant causes injury or exhibits aggressive behavior toward any person or other animal on or near Property, Tenant shall immediately remove the offending animal from Property, shall provide for such animal's housing elsewhere, and shall ensure that such animal not return to Property. Tenant shall be liable for any and all Premises or Property damage, damage to personal property, and personal injury caused by animals brought onto or kept on Property by Tenant or Tenant's guests, visitors, etc., and shall indemnify and hold harmless Landlord from any and all liability relating to such animals.

- Tenant will not leave pets unattended for any undue length of time.
- Pets may not be left on patios, or balconies.
- Pets cannot bark excessively or cause other disturbances.
- Tenant will diligently maintain the cleanliness of litter boxes, any outside mess, feeding areas, & food storage (pet food attracts pests)
- Carpet will be replaced due to pet stains or odors and cost will be withheld from pet and/or security deposit.

Tenant is to pay \$ 0 refundable, and \$ 100 non-refundable Pet Deposit, and monthly Pet Fee of \$ 50, per pet.

8. Compliance with Law; Indemnification. Tenant shall fully comply with the requirements of all Federal and Maine statutes and regulations, and all local ordinances, with regard to the use and occupancy of the leased Premises and Property. Failure to comply with any applicable law or and/or ordinance is grounds for a 5-day Notice to Quit. Tenant agrees to indemnify Landlord from any claim or damage arising from or related to any violation of law regarding the tenancy by Tenant, their family and guests.

Tenant specifically acknowledges that growing and/or distributing cannabis in any amount is a violation of Federal law which, like all other such violations, constitutes a material breach of this Lease. No growing or distributing cannabis, or creation, possession, or distribution of any illegal substance is permitted in any form.



TENANT INITIALS: _____



9. Maintenance, Alterations and Improvements. Tenant shall maintain Premises and Property in as good order and condition as it is at the beginning of the term of this Lease. Tenant shall make no alterations, improvements, repairs or additions in or to Premises or Property without the prior written consent of Landlord. No painting, installation of carpeting, wallpapering, refinishing, plastering, nailing, boring or screwing on or into the woodwork, walls, floors, windows or window frames or sills, ceilings, plaster or otherwise shall be done without the prior consent of Landlord. If painting is allowed, the walls must be returned to the same color as at the beginning of the lease. Tenant must use Landlord approved painter to return walls to their original state if they were painted. Tenant may hang picture frames, mirrors and the like in a reasonable manner but solely by the use of picture hangers or hooks and not nails, screws, tape, adhesives or similar fasteners. Notwithstanding the foregoing, Tenant shall be required prior to the expiration of the lease term to patch and texture match any holes made by them.

Tenant must notify Landlord **immediately** if the heating system fails for any reason. Tenant must notify Landlord about any leaking or dripping fixtures, mold, infestation and any chipping or peeling paint. Because each of these situations represents a safety issue, failure to provide the required notification to Landlord is grounds for a 5-day Notice to Quit.

TENANT INITIALS: _____



Tenant acknowledges that in addition to Tenant's other maintenance obligations under this Lease, Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts or appliances in the Premises. Tenant also agrees to immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage area, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air-conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to Premises and Tenant's property as well as injury to Tenant and/or Tenant's guests resulting from Tenant's failure to comply with the terms of this section.

TENANT INITIALS: _____

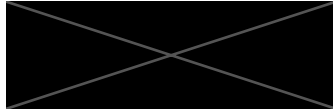


10. Entry for Inspection and Repairs. Tenant shall permit Landlord or Landlord's appointee to enter Premises at all reasonable times upon notice (and twenty-four hours' is deemed to be, but is not required to comprise, reasonable notice), in any apparent emergency, or with Tenant's consent to examine the condition thereof or to make repairs or alterations. Specifically but



without limitation, closing windows in anticipation of adverse weather constitutes an emergency and is grounds for entry without advance notice. Because access for inspection is a safety issue, failure to cooperate with a duly-noticed or emergency inspection is grounds for a 5-day Notice to Quit.

TENANT INITIALS: _____



11. Default. If Tenant fails to pay any payment due under this Lease within 5 days after it is due, or if Tenant remains in default in the observance, payment or performance of any other provision, term or condition of this Lease 15 days after notice to Tenant of any such default, or if any conduct of Tenant or any occupants of Premises shall be objectionable to Landlord or constitute a nuisance, if Tenant causes, permits or suffers any waste to Premises or Property, then Landlord may at his option immediately terminate this Lease and this Lease shall be forfeited. Upon such termination, Landlord may reenter and take possession of Premises without notice to Tenant and may remove all persons and personal property from Premises and Property. Should Landlord elect to terminate the Lease for any of the above reasons, Tenant agrees to immediately surrender and deliver possession of Premises to Landlord. In case of such termination, Landlord shall attempt to relet Premises for the remainder of the term for a reasonable amount of rent and shall recover from Tenant any deficiency between the amount so obtained (if any) and the rent and/or Monthly Rate herein reserved.

12. Abandonment of Premises. If Tenant is continuously absent from Premises for 7 or more days without prior notice to Landlord while rent and/or Monthly Rate is unpaid, or if Tenant resides in a location other than Property, Tenant agrees that Landlord may, in Landlord's discretion, declare Premises to be abandoned and this Lease to be terminated. In such case Landlord may enter Premises and treat all personal property onsite as abandoned, consistent with applicable law.

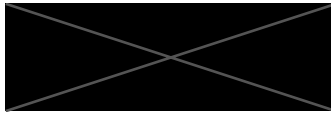
13. Release of Liability. Landlord shall not be liable for any damages or losses to person or personal property caused by other persons. Landlord shall not be liable for personal injury or damage or loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, snow, acts of God, and all other causes whatsoever, unless the same is due to negligent or intentional conduct of Landlord or Landlord's Representative. Landlord requires Tenant to obtain liability insurance coverage of One Hundred Thousand Dollars (\$100,000.00) at Tenant's expense.

Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to personal property or belongings, or to cover Tenant's liability for injury, loss or damage Tenant (or other occupants or guests) may cause others. Tenant also acknowledges that by not maintaining a policy of personal liability insurance, Tenant may be responsible to others (including Landlord) for the full cost of any injury, loss or damage caused by Tenant actions or the actions of other occupants or guests. Tenant understands that the Lease Contract requires Tenant to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence. Tenant understands



and agrees to maintain, at all times during the Term of the Lease Contract, and any renewal periods, a policy of personally maintaining the requirements listed above.

TENANT INITIALS: _____

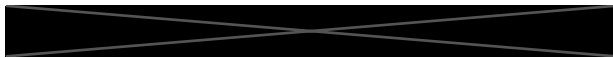


14. Tenant's Duties on Termination. Upon the termination of this Lease, Tenant shall deliver Premises and Property to Landlord in as good condition as the same are in as of the commencement of the term of this lease, ordinary wear and tear excepted. Tenant must replace burnt out light bulbs. In addition, Tenant shall deliver Premises and Property in clean and habitable condition including the cleaning of all bathroom and kitchen fixtures and appliances. If such cleaning is not accomplished by Tenant, Landlord may pay for the cost thereof and charge such cost to Tenant. Additionally, Tenant will, at the request of Landlord, have all carpets professionally cleaned by the end of the term and prior to vacating the Premises. All personal items shall be removed from the building and trash properly disposed. Storage of personal items left on Property after termination of this lease may be stored at Tenant's expense, or sold, according to applicable laws. Tenant must return all keys to Landlord, and provide a forwarding address. Failure to comply with all of the above conditions will be cause to charge Tenant prorated daily rate of Monthly Rate and/or cost to correct any damages to Premises or Property and return Premises to the condition at the beginning of tenancy, at Landlord's discretion until all above conditions are met.

15. Security Deposit. At the time of the execution of this Lease, Tenant shall deposit a security deposit of \$¹⁴⁶⁴_____, with Landlord as a security deposit for use to pay, in whole or in part, any obligations or debts Tenant has to Landlord, including (but not limited to) payment of rent, Pet Fees, and damage charges. No interest shall be paid to Tenant on account of said payment.

In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord.

Upon termination of lease, security deposit, minus any costs withheld, will be returned to Tenant within 30 days, via Zelle to the following: N/A or



16. Assignment and Sublease; No Short-Term Rental. Tenant shall not assign this Lease or sublease any portion of Premises or Property without the prior written consent of Landlord. "Sublease" includes, but is not limited to, anyone other than Authorized Occupants residing in the unit, placement through AirBNB, VRBO, or similar services. Tenant acknowledges that Landlord's agreement to undertake this lease is based upon the personal and financial background and character of Tenant. Any attempt to assign or transfer this lease or to sublet all or part of this lease shall constitute a default of this lease and Landlord shall be entitled to



terminate this lease, which landlord may withhold in Landlord's sole discretion.

17. Condition of Premises and Property. Tenant acknowledges that they have examined Premises and Property, including all existing fixtures and appliances, the grounds and all buildings and improvements, and that they are accepted, as of the commencement of the term of this lease, in good order, repair, and are in safe, clean, tenantable and habitable condition. Tenant must provide Landlord with signed and completed Move-In Checklist within 7 days of commencement of lease in order to absolve Tenant of responsibility for any pre-existing damage or issues. Tenant agrees that they will keep Premises and Property clean and orderly during the term of their tenancy. Tenant shall keep all common areas and shared spaces clean and clear of personal property. If there are any issues with common areas, Tenant shall inform Landlord.

18. Rental or Sale of Property. During the last 60 days of this Lease term, as it may be renewed or extended, Landlord or Landlord's agent may display the usual "For Rent" or "Vacancy" signs on Premises and Property and show Premises to prospective tenants at reasonable hours during the day. During this period, Landlord shall, where practicable, provide Tenant with at least 24 hours' advance notice of any showing. Landlord shall provide similar notice at any time Landlord wishes to show Premises for sale.

If Landlord sells the building during the term of this lease, the terms or tenancy shall be changed immediately upon date of sale to a month-to-month tenancy, with all other obligations remaining in full force and effect.

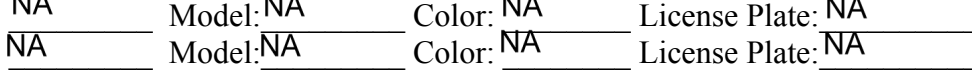
19. Driveway and Parking. Landlord may offer use of driveway and/or parking area(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph Tenant may have use of only specified driveway and onsite parking spot and agrees to keep all areas clean of all drippings, pollutants, and other hazards. Tenant and guest vehicles shall not park blocking sidewalks, common driveway to Premises and Property, access to trash cans, on grass, or otherwise impede access to Premises or Property. Tenant and guest vehicles will not drive on grass or yard. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's vehicle.

The parking spot(s) allowed for use by Tenant is/are ^{P3}_____ as seen in Property Addendum. The monthly fee associated with this use is ¹⁵⁰_____. The driveway and parking area may be available for use to all tenants of Property unless specified as private in Property Addendum.

All vehicles parked on Property must be registered and fully-operable - Non-compliant vehicles will be towed at Tenant's expense. Landlord does not guarantee unimpeded access to the parking area. All vehicles must be moved for snow removal. Vehicles that are not removed for plowing may, at Landlord's sole option, be plowed-in or towed at Tenant's expense. Parking



spot privileges may be withdrawn without advance notice. No trailers, boats, all-terrain vehicles, or snowmobiles may be stored or parked on Property without prior written consent of Landlord. Only vehicles included below are allowed on Property.

Tena
Make: 
Make: 
Make: NA Model: NA Color: NA License Plate: NA
Make: NA Model: NA Color: NA License Plate: NA

Initialing below signifies Tenant  is amenity at the listed monthly fee.
TENANT INITIALS: 

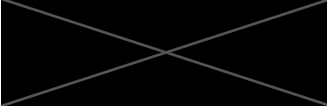
20. Garage Bay(s). Landlord may offer use of garage bay(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph, Tenant may have use of only specified garage bay(s) and agrees to keep all areas clean of all drippings, pollutants, chemicals, flammables, and other hazards. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property stored in garage bay(s). All personal property must be removed at the termination of this lease.

The garage bay(s) allowed for use by Tenant is/are G3 as seen in Property Addendum. The monthly fee associated with this use is 300. The garage bays may be available for use to all tenants of Property unless specified as private in Property Addendum.

Initialing below signifies T  amenity at the listed monthly fee.
TENANT INITIALS: 

21. Storage Area(s). Landlord may offer use of storage area(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph, Tenant may have use of only specified storage area(s) and agrees to keep all areas clean of all drippings, pollutants, chemicals, flammables, and other hazards. Tenant must have written permission from Landlord to store items in common areas. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property stored in storage area(s). All personal property must be removed at the termination of this lease.

The storage area(s) allowed for use by Tenant is/are S3 as seen in Property Addendum.

Page 10 Tenant Initials 

The monthly fee associated with this use is 176. The storage areas may be available for use to all tenants of Property unless specified as private in Property Addendum.

Initialing below signifies Tenant _____ this amenity at the listed monthly fee.

TENANT INITIALS: _____ 

22. Yard/Garden. Landlord may offer use of yard and/or garden areas at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph Tenant may have use of only specified yard and/or garden areas and agrees to keep these areas clean of all trash and keep shared areas clear of personal property. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property left in yard and/or garden areas.

Tenant may not remove existing plants, introduce invasive species, use pesticides or herbicides, or erect permanent structures without prior permission from Landlord.

The yard and/or garden areas allowed for use by Tenant is/are Y, B1, B2, B3 as seen in Property Addendum. The monthly fee associated with this use is 140. The yard and/or garden may be available for use to all tenants of Property unless specified as private in Property Addendum.

Initialing below signifies T _____ amenity at the listed monthly fee.

TENANT INITIALS: _____ 

23. Laundry Area. Landlord may offer use of laundry area(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph, Tenant may have use of only specified laundry area(s) and agrees to keep all areas clean of all trash and personal property. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property left in laundry area(s).

The laundry area(s) allowed for use by Tenant is/are LB as seen in Property Addendum. The monthly fee associated with this use is 60. The laundry area may be available for use to all tenants unless specified as private in Property Addendum.

Initialing below signifies Te _____ enity at the listed monthly fee.

TENANT INITIALS: _____ 



24. Deck(s). Landlord may offer use of deck(s) at Tenant's option, as a courtesy or for a fee, as listed below. Tenant acknowledges any temporary or permanent changes to availability of this amenity does not affect rent, or any other monthly fees. Tenant may request in writing, that this fee be prorated, should availability of this amenity significantly change. Validity of this lease is not contingent on availability or usability of this amenity. Subject to the conditions and reservations stated in this paragraph Tenant may have use of only specified deck(s) and agrees to keep all areas clean of all trash and personal property. Tenant acknowledges that Landlord is not responsible for any damage or loss to Tenant's personal property left on deck(s).

The deck(s) allowed for use by Tenant is/are D33 as seen in Property Addendum. The monthly fee associated with this use is 310. The decks may be available for use to all tenants unless specified as private in Property Addendum.

Initialing below signifies Tenant opts in to use of this amenity at the listed monthly fee.
TENANT INITIALS: _____  _____

25. Auxiliary Heating, Cooling, Grills, Fireworks, Window Coverings & Cords. No use or installation of any fireplace, wood stove, gas, electric, kerosene, coal or other stove, furnace or heater is permitted, with the exception of new (less than 1 year old) residential space heaters that have current standard safety features, and are not left running overnight or when Tenant is not present. If Tenant leaves windows or exterior doors open when Landlord-provided common-space heat ("house heat") is turned on, or when outside temperatures are expected to dip below 60 degrees, there is a \$35 charge per occurrence. All thermostats must be left on at a minimum of 55 degrees at all times - Failure to do so will result in liability for Tenant for any damages to the building, as well as any neighbor's property that may be damaged from such neglect. No outdoor grills are allowed on Property. The possession or use of fireworks by Tenant or their invitees in Premises or on Property is prohibited and is grounds for 5-day Notice of Termination based on dangerous conditions. All window covering must be blinds or bona-fide curtains; use of other coverings such as cardboard, bedding, towels or other ordinary textiles is prohibited. Use of extension cords or power-strips which do not have built-in switches or circuit breakers is prohibited.

26. Subordination. This Lease and Tenant's leasehold interest are and shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter voluntarily placed on Premises or Property by Landlord, all advances made under any such liens or encumbrances, interest payable on any such liens or encumbrances, and any renewal or extension of such liens or encumbrances.

27. Tenants Holding Over. Upon expiration of the Term stated above, unless a 30 day's advance written notice of termination is given, a month to month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof including the payment of rent except that Tenant tenancy shall be terminable on 30 day's advance written notice served by either Landlord or Tenant on the other party during any holdover period. Tenant agrees to not terminate month to month tenancy between Oct 1 and the

following May 31.

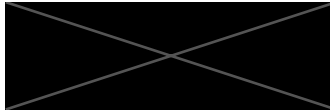
28. Binding Effect. The covenants and conditions herein contained shall apply to and bind all Tenants hereunder, and Tenants' minor children, jointly and severally and all Tenant's respective heirs, legal or personal representatives, successors and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

29. Possession of the Premises: If, after signing this agreement, Tenant fails to take possession of Premises, Tenant will still be responsible for paying rent and complying with all other terms of this agreement. If Landlord is unable to deliver possession of Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of Premises, Tenant will have the right to terminate this agreement upon proper notice as required by law. In such an event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

30. Smoking and Open Flame Policy: There is no smoking or open flames of any kind on the property. Smoking, "vaping", burning incense, use of candles or other open flames is not allowed anywhere on Property, inside or out. Tenant will inform all guests of this policy and will be responsible for Tenant's guest's conduct.

Because each of these situations represents a safety issue, failure to follow this policy is grounds for a 5-day Notice to Quit.

TENANT INITIALS HERE: _____



31. Trash and Recycling: Tenant is responsible for compliance with all applicable municipal ordinances. Trash must be bagged in approved bags and can be stored only in closed-lid trash cans. Acceptable recyclable materials, per city ordinance, must be placed in the City of Portland Recycling Containers. No trash or recycling may be placed anywhere else outside the Building except on the applicable City of Portland garbage and recycling pickup days. Trash is to be placed at the curb for collection (in sealed bags) no earlier than 3 PM on the day before scheduled pick-up. Tenant agrees to dispose of extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances and the like by disposing of such items at the time and in the manner designated by local authorities, and if no such disposal is arranged by local authorities, Tenant shall take such items to the dump or shall pay someone else to haul them away.

32. Notice. Unless otherwise required in this lease or by applicable law, all notices relating to this Lease shall be made in writing and only as follows:

By Landlord to Tenant: Personally delivered to an adult at Property with delivery effective immediately, or by US Mail to Tenant at Premises with delivery effective 2 days after postmarked. Email notification to Tenant's supplied email address is acceptable.

By Tenant to Landlord: Personally delivered to Landlord or an authorize

Page 13

Tenant Initials _____



with delivery effective immediately, or by US Mail with proof of mailing to Landlord at the address stated in this lease with delivery effective 2 days after postmarked. Email notification to: 28SaintGeorge@gmail.com is acceptable.

33. Waivers. Waiver by Landlord of any instance of any breach of any covenant or duty of Tenants under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty. Landlord reserves the right to make reasonable rules for the use of Premises and/or Property in addition to the provisions of this Lease. Should any aspect of this agreement or the tenancy be litigated in civil court, Landlord and Tenant hereby waive their rights to a trial by jury and agree that such matter will be tried before a judge.

34. Renter's Insurance: Tenant shall provide a binder for Renter's Insurance upon execution of this Lease and at any time thereafter upon Landlord's request. Such insurance shall be maintained at all times during Tenant's occupancy or use of Premises and/or Property. Landlord is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and personal property in Premises or on Property, including any person and property stored or maintained in Tenant's designated garage bay, storage area, deck, any common area, or elsewhere on Property shall be at the risk of Tenant only and that Tenant will carry renter's insurance to cover such risk. Except as provided by law, Landlord, its agents and employees shall not be liable for any damage to the person or personal property of Tenant or any other person occupying or visiting Premises or Property sustained due to: (1) Premises or Property or any part thereof or any appurtenances thereof becoming out of repair; (2) water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors, HVAC equipment, bursting or leaking pipes or plumbing fixtures, mechanical breakdown or failure, electrical failure, mold or mildew, or the misuse or non-operation of mailboxes; (3) any accident in or about Premises or Property; or (4) any act or negligence of Landlord, any other tenant or occupant of Property, or any other person. Further, except as provided by law, Landlord shall not be liable to Tenant for any damage to the person or personal property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant or occupant of the building. Tenant agrees to indemnify and hold Landlord harmless from any loss, damage, claim, demand, suits, judgments or liabilities resulting from the use of Premises or Property by Tenant's guests, invitees or licensees. Tenant is required to obtain a policy with a minimum of \$500,000 liability and shall name Landlord as additional insured. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having a standard form "renter's insurance" policy, including coverage for Tenant's liability. It shall be a default under this Lease if Tenant's insurance shall lapse or shall not be renewed.

35. Entire Agreement; Severability. This Lease, together with any attached addenda, states the parties' full and complete agreement. This lease supersedes any prior oral or written representations, drafts, negotiations or communications of any type. If any provision of this Lease is held to be invalid or unenforceable by final judgment of court, the invalidity or unenforceability thereof shall in no way affect any of the other provision.



36. Electronic Signature: The parties agree that electronic and “ /s/ ” signatures are effective as if original in ink.

37. Amendment of Lease: This lease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.

38. Additional/Misc. Terms

- No Tenant-supplied dishwasher, liquid filled furniture items, or laundry machines are allowed (except when a typical laundry “hookup” is provided. In this case, Tenant supplied washing machine and dryers are to be properly connected to supplied washer and dryer “hookups”.)
- Only Authorized Occupants shall have keys to the building or unit. Extra keys shall not be made or distributed without Landlord’s permission.
- Outside water faucets are not for Tenant use.
- Tenant may not block the fire escape in any way. No furniture in front of egress doors or windows. Doors to rooms containing emergency egress can never be blocked or locked in any way.
- Landlord may, at any time, use common or shared spaces at Property as well as any spaces on Property that are not designated as private on Property Addendum. This may include storage of trailers, equipment, etc.
- Lockouts. Should any Tenant lock him- or herself out of Premises or Property and be unable to gain access to Premises or Property, any Tenant may call upon a professional locksmith to let him or her in. Landlord is not responsible for providing lock-out service, and may charge a fee for providing such service.
- Locks. Tenant will not change the locks on any door or mailbox or add additional locks without first obtaining Landlord’s written permission. Having obtained permission, Tenant shall pay for the change and provide Landlord with two duplicate keys per lock.
- Security Cameras may be in use in exterior or shared spaces at any time.
- Noise. Tenant is entitled to the quiet enjoyment of Premises and Property, and Tenant’s neighbors are entitled to the same. Tenant will refrain from making loud noises and disturbances and will keep down the volume of music (live and recorded) and broadcast programs at all times so as not to annoy or disturb the peace and quiet of neighbors or other occupants of Property. Tenant shall not place wind chimes or any similar item on or around Premises or Property. Tenant recognizes that multi-family buildings can result in some tenant noises being heard by other tenants and accepts that condition as part of the use of the Premises.
- Exterior doors may not be propped open at any time.
- No firearms of any kind are permitted on the premises.



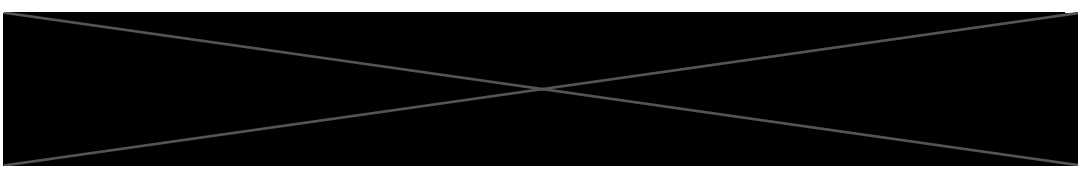
- Tenant is not to use any extension cords with the exception of UL tested and approved. Only one extension cord per outlet is acceptable.
 - On 12/1/2024, the rent will increase to \$1549 in accordance with Portland City rent control ordinances.
-
- N/A
-

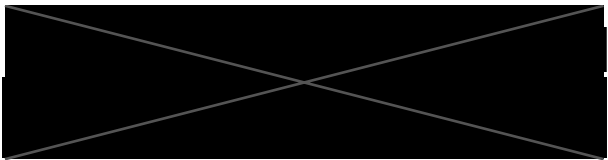
39. Attachments/Addendums. Tenant acknowledges receipt of each of following attachments to this Agreement, each of which is integrated into this Agreement as if stated or set forth in full:

- | | |
|-------------------------------------|---|
| ☒ | Energy Efficiency Disclosure Form For Rental Units In Maine |
| ☒ | Lead Based Paint Disclosure |
| ☒ | Lead Based Paint / Hazards Pamphlet |
| ☒ | Carbon Monoxide and Smoke Detector attachment |
| ☒ | Bedbug Addendum |
| ☒ | Radon Disclosure |
| ☒ | Radon in Rental Housing Pamphlet |
| ☒ | Property Addendum |
| ☒ | Blank Move-In Checklist |
| ☒ | Blank Pet Application |

In witness whereof, the parties have executed this Lease in duplicate on the date first written above. This lease, when executed, will take precedence over any prior leases made between Landlord and Tenant, and shall nullify those prior leases and render them void.

Landlord, <u>Abigail Harper, harper.abby@gmail.com, 857-600-6921</u>		
JOHN CLEMONS 2010315194		
<u>johnnclemons@gmail.com</u>		
Authentisign	Authentisign	
<u>Print Name:</u> <i>John Clemons</i>	<u>Phone Number:</u> 07/08/24	<u>Email address:</u> 07/08/24
<u>Signature</u>	<u><i>Abigail Harper</i></u>	





Email address:

Print Name: Phone Number: Email address:

Signature

Print Name: Phone Number: Email address:

Signature



Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.



Residential Real Property Disclosure Statement

MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of

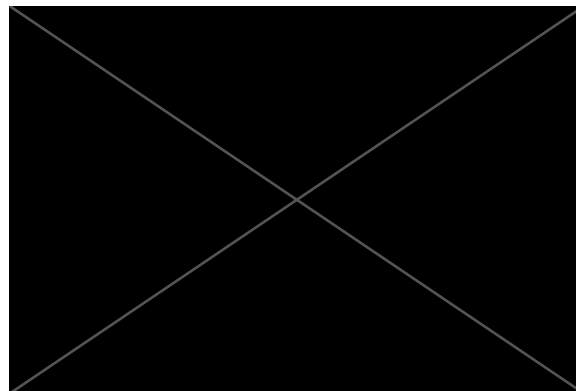
Authentisign
John Clemons 07/08/24
Lessor Signature Date

John Clemons

Authentisign
Abigail Harper 07/08/24
Lessor Signature Date

Abigail Harper

Lessor Name printed



Lessee Name printed



**Acknowledgement of federal 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

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

Lessee's Acknowledgement (initial)

 Lessee has received copies of all information listed above.
Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

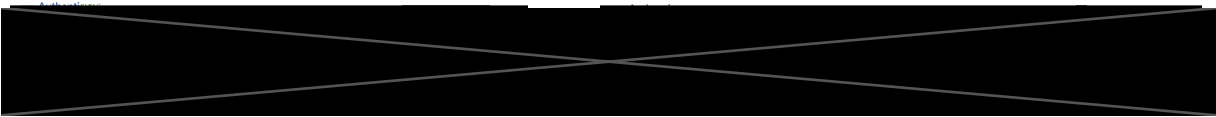
Agent's Acknowledgement (initial)

- (e) ^{N/A} _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

 07/08/24  07/08/24



Agent Date Agent Date





Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

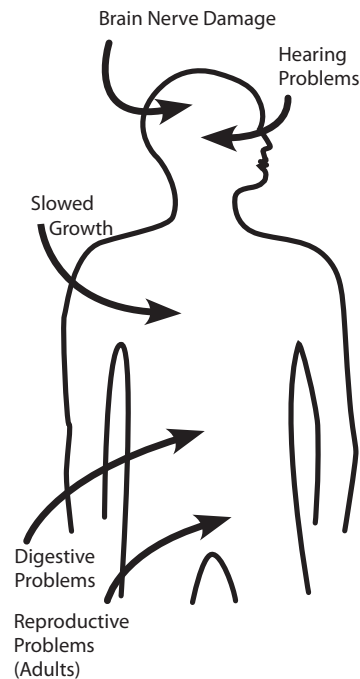


Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.



Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do t

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.



Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Renovate Right*.



Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this n
by calling the Federal Relay Service at 1-800-877-8339.



Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.



For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.



U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200



Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021



IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



SMOKE DETECTOR & CARBON MONOXIDE DETECTOR ACKNOWLEDGEMENT

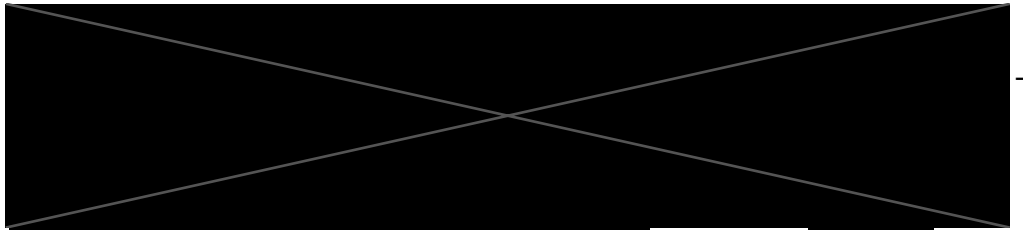
Tenant Name:



Property/Unit: 28 Saint George St. Unit 3, Portland, ME 04103

I acknowledge that my unit contains 4 smoke detector(s) and 1 carbon monoxide detector(s). Landlord verifies that each smoke detector and carbon monoxide detector has been inspected on 7/7/2024 and were proven to be operable. I agree to replace the batteries in the smoke detector(s) & carbon monoxide detector(s) as necessary and will notify management immediately if any of the smoke detector(s) and/or any of the carbon monoxide detectors(s) aren't working properly. If the smoke detector(s) and/or carbon monoxide detector(s) are found to be missing during your tenancy and/or on move-out inspection day you will be charged for the time and material to purchase & install the above mentioned devices.

Tenants responsibilities: The Tenant shall keep the carbon monoxide detectors in working condition by keeping the carbon monoxide detectors connected to the electrical service in the building, by keeping charged batteries in carbon monoxide detectors, by testing the carbon monoxide detectors periodically and by refraining from disabling the carbon monoxide detectors. The Tenant shall keep the smoke detectors in working condition by keeping charged batteries in smoke detectors, by testing the smoke detectors periodically and by refraining from disabling the smoke detectors.



Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date





Bed Bugs

Fact Sheet for Renters



What are bed bugs?

Bed bugs are small insects that feed on blood. Adult bed bugs have flat, rusty-red-colored oval bodies about the size of an apple seed, although young ones are small like a poppy seed. When bed bugs feed, their bodies swell and become bright reddish brown. They usually are active at night.

Are bed bugs dangerous?

While bed bugs are a nuisance, they are not known to spread disease.

What does the bite look and feel like?

Most bed bug bites are painless, but later can turn into itchy skin welts. These welts do not have a red spot in the center like flea bites.

How does a home become infested?

In most cases, people unknowingly carry bed bugs into their homes – on luggage, furniture, bedding, or clothing. To reduce the risk, wash all travel clothing and bedding immediately after returning from a trip. Inspect used furniture for bed bugs before bringing it into your home/apartment. And never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

Bed bugs also may travel between apartments through small crevices and cracks in walls and floors.

How do I know if my home is infested?

It may be hard to spot bed bugs because they often hide in cracks in furniture, floors, or walls. You may notice you have itchy skin welts before you notice the bugs themselves. You also may find their eggs, small bloodstains from crushed insects, or dark spots from their droppings.

How can I get rid of bed bugs?

Notify your landlord immediately if you suspect you have an infestation. Your landlord must inspect for bed bugs within 5 days of receiving your notice. If bed bugs are found, your landlord must contact a pest control agent within 10 days and take reasonable steps to treat the infestation.

You must provide reasonable access to your landlord and the pest control agent to inspect for bed bugs and treat the area.

What else can I do?

Find out where bed bugs are hiding. Use a bright flashlight to look for signs of bed bugs in your bedroom. You can use a hot hair dryer to force them out of hiding places. Look in and around furniture, in the seams and tufts of your mattress, around windows and doors, in loose wallpaper or cracks in the wall or floors, and anywhere else that looks like a hiding place.

Clean infected items.

- Washable items should be cleaned in hot water and dried on the highest dryer setting.
- Scrub mattress seams with a stiff brush to remove bed bugs and their eggs. Cover the mattress and box spring with waterproof, zippered mattress covers labeled “allergen rated,” or “for dust mites.” Keep the covers on for at least one year.
- Vacuum everything in your bedroom, paying special attention to bed bug hiding places. Right after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and throw it away in an outdoor container.
- Dispose of infested items that can’t be cleaned. Make sure the items are sealed in plastic before moving them through your building or placing them in an outside container. Never resell or donate infested items.

Where can I get more information?

www.mainelegislature.org/legis/statutes/14/title14sec6021-A.html outlines landlord and tenant responsibilities related to bedbugs. See also the Rights of Tenants in Maine by Pine Tree Legal Assistance, at www.ptla.org/ptlasite/cliented/tenants6.htm.

For more information about bed bugs generally, go to www.mainepublichealth.gov/bedbugs or contact Maine Center for Disease Control Office of Local Public Health at 1-207-287-6227.



BED BUG INFORMATION AND AGREEMENT

By signing below, you are agreeing that you have read the bed bug fact sheet supplied, and will do your due diligence to prevent bed bugs, and will notify the Landlord immediately if any bed bugs are suspected. Failure to comply with this policy will result in your immediate eviction.

Signature

Date

Tenant Signature

Date





Landlords Disclosure To Tenants Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

Information About Your Building

Residential Rental Unit Number Or Other Identifier: 3

Street Address (including Rental complex name if applicable): 28 Saint George St.
Portland, ME 04103

A radon test in the unit identified above or in other parts of your building was completed on 2012 / 1 / 19.
(day)/(month)/(year)

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 .8 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 ME08401C /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.

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

ACKNOWLEDGEMENT OF 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. This acknowledgement does not constitute a waiver of any rights.

Abigail Harper 07/07/24

John Clemons 07/08/24

Landlord or Agent (printed) Date

 Abigail Harper 07/08/24
 John Clemons 07/08/24
Landlord or Agent (signed) Date

Tenant (printed) Date Tenant (signed) Date



Radon in Rental Housing

A Serious Hidden Danger to Family Health

Radon Tipsheet #11



May 2019



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Protect your family. Learn. Test. Treat if needed.

- Check this website: www.MaineRadiationControl.org
- For advice: 1-800-232-0842 • radon.dhhs@maine.gov • TTY: Call Maine Relay 711



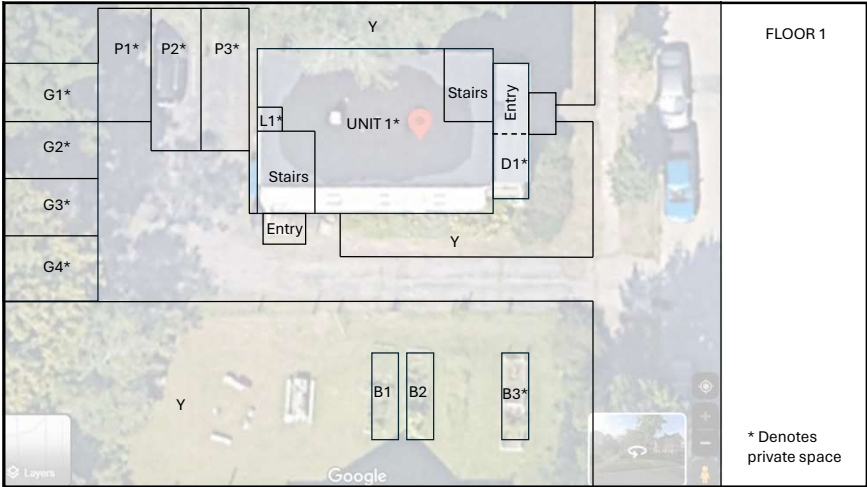


**PROPERTY
ADDENDUM**

BASEMENT

* Denotes
private space

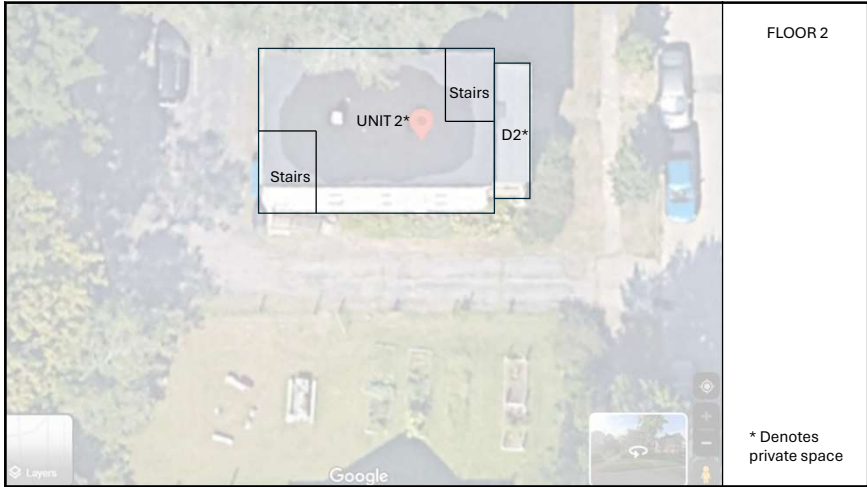
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FLOOR 1

* Denotes
private space

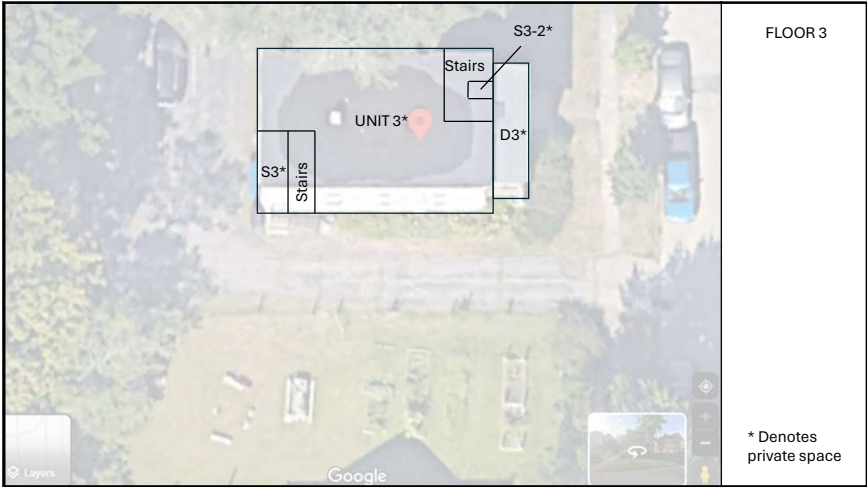
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FLOOR 2

* Denotes
private space

3



FLOOR 3

* Denotes
private space

4



MOVE IN CHECKLIST- APARTMENT INSPECTION REPORT

Name: _____

Move In Date: _____

Apt: _____

Move Out Date: _____

Room	OK	Notes (upon check-in)	OK	Notes (upon check-out)
Kitchen: Doors, Walls, Woodwork, Floor, Ceiling, Windows, Screens, Light fixtures, Outlets, Refrigerator, Stove, Fan, Dishwasher, Cabinets, Countertops Sink, Faucet				
Living Room: Doors, Walls, Woodwork, Floor, Ceiling Windows, Screens Light Fixtures, Outlets				
Dining Room & Hallway: Doors, Walls, Woodwork, Floor, Ceiling Windows, Screens Light Fixtures, Outlets				
Bedroom #1 (indicate location): Doors, Walls, Woodwork Floor, Ceiling Windows, Screens Light Fixtures, Outlets Closet				
Bedroom #2 (indicate location): Doors, Walls, Woodwork Floor, Ceiling Windows, Screens Light Fixtures, Outlets Closet				
Bathroom: Doors, Walls, Woodwork Floor, Ceiling Windows, Screens Light Fixtures, Outlets Cabinets, Shelves, Medicine Cabinet Sink, Toilet Tub, Shower				
Misc: 				

PET Application

Landlord must approve pets in writing prior to any pet(s) entering the apartment. Please submit one form for each pet. Identifying photo of each pet must be attached for this application to be considered.

1. Pet Name _____
2. Age _____
3. Weight _____
4. Cat ___ Dog ___ Other___
5. If a cat, is it an indoor ___ or outdoor ___ cat?
6. Please submit verification from a veterinarian of current: shots, weight, age, & proof of spay/neuter.
7. Please submit a photo of your pet.

CAT___DOG_____NAME:_____
COLOR:_____WEIGHT_____

CAT___DOG_____NAME:_____
COLOR:_____WEIGHT_____

Pet Deposit was received on _____.

Tenant Signature

Date

Landlord Pet Approval Signature

Date



03/18/2025
License #: LTR-006174-2024
Code Case #: **BLDG2508473**
ABIGAL HARPER & JOHN CLEMONS
28 SAINT GEORGE ST
Portland, ME 04103

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Whom It May Concern,

The City of Portland Permitting and Inspections Department inspected the rental data for **28 SAINT GEORGE ST PORTLAND, ME 04103** on **03/03/2025** and found violations of the City of Portland Code of Ordinances, which are listed on the attached page(s). You are hereby ordered to correct these violations by **04/17/2025**. Please be advised that penalties will be applied if the violations are not corrected by that date.

If you do not correct the attached violations by the date given, then this matter will be referred to the City of Portland Corporation Counsel for legal action, and you will be charged \$150 for re-inspection per the City's fee schedule. In the event of court action, the City may be entitled to an order to correct the violations, civil penalties in the minimum of \$100 per violation per day, costs and fees, and other relief under §1-15 of the City Code and 30-A M.R.S. §4452.

Please respond in writing via email to rentcontrol@portlandmaine.gov or send response by USPS to **389 Congress St, Portland, Maine 04101**.

You have a right to appeal this decision to Superior Court within 30 days of the date of this notice pursuant to Rule 80B of the Maine Rules of Civil Procedure.

I appreciate your anticipated cooperation, and please contact our office by calling 207-874-8900 if you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "Adam O'Connor".

Adam O'Connor
Rental Registration Inspector

ABIGAL HARPER & JOHN CLEMONS
314 E David Dr
Flagstaff AZ 86001



Total Violations: 4

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-155(d)
CODE DESCRIPTION	Any person, business entity, or other organization providing false information with respect to registration. Notwithstanding the provisions of § 6-1, the penalty for such violation shall be \$1,000.00
COMMENTS	Owner provided false information when registering. <u>The penalty for such violation is \$1,000.00.</u> During initial registration the owner indicated the property was "owner-occupied". Upon investigation it was discovered the owner did not reside in the building when registering the property.
DEADLINE	04/17/2025

APPLICABLE CODE SECTION(S)	City Code 6-234(d)
CODE DESCRIPTION	(d) Before increasing the rent of a Covered Unit, a Landlord must send a signed document to the tenant(s) no fewer than ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void.
COMMENTS	Owner has not provided a proper 90 notice of rent increase to tenants.
DEADLINE	04/17/2025

ABIGAL HARPER & JOHN CLEMONS
314 E David Dr
Flagstaff AZ 86001



APPLICABLE CODE SECTION(S)	City Code 6-234(c)
CODE DESCRIPTION	At no time may a Landlord raise the rent of a Covered Unit by more than ten (10) percent. Any rent increases available to a Landlord in excess of ten (10) percent must be banked for later use.
COMMENTS	The owner has claimed a rent increase that exceeds 10% of the previous reported rent. Unit 1 rent increased from \$1,650 to \$2,600 - <u>57.5% increase</u> Unit 2 rent increased from \$1,400 to \$2,450 - <u>75% increase</u> Unit 3 rent increased from \$1,100 to \$2,650 - <u>141% increase</u>
DEADLINE	04/17/2025

APPLICABLE CODE SECTION(S)	Remedy - City Code Sec 6-234(f)
CODE DESCRIPTION	A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.
COMMENTS	The owner is ordered to reduce the rent to the last code-compliant amount and reimburse the tenant(s) any overcharge. Last code compliant rent: <u>Unit 1 - \$1,650/month</u> <u>Unit 2 - \$1,400/month</u> <u>Unit 3 - \$1,100/month</u> Reimbursement to tenants can be made by lump-sum payment or credit toward future rent. The owner must notify the City when resolution is made. Proof of resolution should show the amount of reimbursement due to each tenant, the method of reimbursement and must be signed by both the owner and tenant. The proof of resolution can be mailed to 389 Congress St, Portland, ME 04101 or sent electronically to rentcontrol@portlandmaine.gov .
DEADLINE	04/17/2025

ABIGAL HARPER & JOHN CLEMONS
314 E David Dr
Flagstaff AZ 86001



04/24/2025
License #: LTR-006174-2024
Code Case #: **BLDG2508473**
ABIGAL HARPER & JOHN CLEMONS
28 SAINT GEORGE ST
Portland, ME 04103

AMENDMENT OF NOTICE OF VIOLATION AND ORDER TO CORRECT

A Notice of Violation and Order to Correct (NOV) was issued on 03/18/2025 and required the violations to be corrected by 04/17/2025. In response to the NOV, the Owner provided additional information to resolve the violations. The following violation(s) have been resolved as a result of the additional information received:

- Sec 6-155(d)
 - Owner submitted an email thread from 07/01/2024 between City staff and co-owner Abigail Harper. Ms. Harper indicated her intention to reside in the building, but her plans had changed. She indicated she would update the registration information.
 - The contemporaneous e-mail thread and corrected renewal registration show that the infraction of providing "false" information was corrected before the citation. For these reasons, the violation of Sec 6-155(d) is considered resolved.

The following violation(s) have been amended as a result of the additional information received:

- Sec 6-234(c)
 - The lease provided for Unit 3 contained line items for Garage Bay(s), Storage Area(s), Yard/Garden, Laundry Area, and Deck(s).
 - The fees for the above-referenced line items were optional per the lease. The tenant opted in to the fees by initialing each item individually. For these reasons, the monthly fees are not considered rent and are not subject to the increase limitations found in the Rent Stabilization Ordinance.
 - The increase from the last code-compliant rent to the first rent charged by the Owner of Unit 3 still violates Sec 6-234(c) and is amended as follows:
 - Unit 3 rent increased from \$1,100 to \$1,464 - **33% increase**
 - The Order to Correct remains the same as cited in the NOV; however, the Owner is only required to reimburse the tenant for rent charged over the last code-compliant rent, excluding the line item fees listed above.

In conclusion, additional information provided by the Owner of 28 St George St. resolves the violation of Sec 6-155(d) and amends the violation of 6-234(c) for Unit 3 to exclude optional monthly fees. All other violations cited in the 03/18/2025 NOV remain and must be resolved as soon as possible.

Thank you,

Adam O'Connor
Rental Registration Inspector