CROSS PROPERTIES
161 PARK STREET
ORONO, ME 04473
Tel 207.866.7867
E-mail: crossproperties@roadrunner.com
Web: www.oronoapartmentrentals.com

LEASE

This indenture of lease made this by and between Cross Properties of Orono, State of Maine, party of the first part (hereinafter referred to as Lessor) and**,** parties of the second part (hereinafter referred to as Lessees).

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements herein mentioned to be kept and performed by the Lessee, does hereby demise and let unto the Lessee an apartment designated as number at the premises owned by the Lessor known as **1 Cross Drive, Orono,** Maine. The Lessor and Lessee(s) agree that the covenants and agreements herein mentioned shall be binding on both parties for a term beginning on and ending on the 24th day of May 2011 There will be a fee of One Hundred Dollars ($100.00) per day for occupancy after this date without prior written permission of the Lessor.

COVENANTS AND AGREEMENTS on the part of the Lessee herein;

1. That the Lessee shall pay for the term of the lease; this amount may be made in equal installments of and is due the **1st** of each month. **A late fee of 4% is charged for payments over 7 days late.**
2. That the Lessee shall make a deposit of with the Lessor as security for damages and other obligations under the terms of this lease; said deposit to be returned at the end of the term of the lease, subject to conditions in the Security Deposit Agreement separately executed which becomes a part of this lease.
3. That the Lessee shall make the first installment for **June 2010** and the last installment for **May 2011** prior to receiving keys and/or occupying apartment. Said payments shall be no later than the first day of the term of this lease.
4. That the Lessee shall mail or deliver rent to Lessor at 161 Park St., Orono, Maine, or any other location mutually agreed upon by Lessor and Lessee, on or before due date.
5. LESSEE SHALL BE CHARGED ($35.00) THIRTY-FIVE DOLLARS FOR CHECKS RETURNED FROM THE BANK FOR ANY REASON.
6. That the Lessee will be charged to have his/her apartment unlocked for any reason. The charge is Twenty-five dollars ($25.00) during the hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday. During other hours, weekends, or on legal holidays the charge is Forty dollars ($40.00).
7. That the Lessee will be charged Ten dollars ($10.00) to replace any keys.
8. That the Lessee is responsible for payment of his/her **electric service**.
9. That the Lessor may deduct from the Security Deposit any expenses listed in items 1,5,6,7, and 8 remaining unpaid at the expiration of this lease.
10. That the Lessee is liable for any damage caused by his or her failure to maintain proper utility service to leased property.
11. That no additional persons other than those specified in the lease shall live in the apartment without the Lessor's written consent. Sleeping in the apartment more than Five (5) nights in any month shall constitute living there.
12. That no pets may be kept on the premises.
13. That the Lessee shall not change any locks on the premises at any time.
14. That the Lessee shall not use the toilets, drains, or any other part of the plumbing system for any purposes other than that for which they were constructed and intended, or throw any sweepings, rubbish, rags, including sanitary napkins or other improper articles into same; any toilets or drains which are blocked because sanitary napkins or

improper articles have been deposited in them, shall be repaired at the cost of the Lessee and any damage due to overflowing water shall be charged to the Lessee.
15. That the Lessee shall not do any decorating or drive any nails into the woodwork of the demised premises.
16. That the Lessee shall report all needed repairs promptly.
17. That the demised premises shall not be assigned or sublet without the Lessors written consent. **There shall be a Fifty dollar ($50.00) fee per tenant for subletting apartment.**
18 That the Lessor may inspect the apartment for damage, show the apartment to prospective tenants before an exiting lease expires, or show apartment to any insurance person or agency for life safety inspection at any reasonable time after a 24 hour notice to tenant.
19. The Lessee shall maintain the leased premises in a clean condition. At the end of said lease the Lessee shall surrender the premises in a clean and rentable condition or the Lessor may have the apartment cleaned at the Lessee's expense
20. That the Lessee shall hold the Lessor harmless for any theft, damage or other injury to the personal property of the Lessee; and that the Lessee shall use reasonable caution in looking after the property which Lessor furnished to the Lessee.
21. That the Lessee shall indemnify and hold the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, agents, servants, or from any carelessness, neglect, or improper conduct of any such person.
22. That the Lessee is responsible for insurance on all personal property, and the Lessee and guests are solely responsible for insuring any personal property on the demised property.
23. That where several Lessees share the same apartment, liability of the Lessee to carry out the provisions of this lease shall be joint and several
24. That the Lessee shall follow and adhere to house rules and regulations which the Lessor may, from time to time, establish for the benefit of all the Lessees on the demised premises and for the health and safety of the building and it's occupants.
25. NUISANCE BEHAVIOR: That the Lessee or guests shall not cause any noise, damage, or other nuisance, so as, to affect other tenants or neighbors. At no time shall a nuisance be created that requires the police to respond. Any threatening or harassing behavior to fellow tenants or neighbors by tenant or guests will be grounds for eviction and forfeiture of security deposit. **Tenants will be obligated to pay a Two hundred dollar ($200.00) fee for each violation of the Town of Orono Disorderly Conduct Ordinance, Chapter 20, Article III, Section 20-50. This fee will be due with the next rent payment and becomes part of the amount owed and is subject to late payment charges and/or eviction.** The landlord has the right to withhold the security deposit for, all costs incurred pursuant to including but not limited to fines, mediation costs, lost rental time, independent contractor fees, and other costs incurred to ensure compliance with the Disorderly Conduct Ordinance or for similar or related costs and efforts. This provision shall be applicable to any and all costs that are incurred as a result of the actions of the tenants, their invitees, and/or other authorized or unauthorized occupants or guests on the premises.
26. That any violation of any provision of this lease by any of the Lessees, or any persons on the demised premises, with the Lessee's consent, or any failure to pay rent upon the due date, shall result, at the option of the Lessor, in the immediate termination of Tenancy, and the Lessor may thereupon enter said premises and take and retain possession thereof and exclude Lessees there from. PLEASE BE ADVISED THAT THE TERMINATION OF YOUR RIGHT TO OCCUPANCY OF THE DEMISED PREMISES DOES NOT TERMINATE THE LEASE. ACCORDINGLY, YOU WILL REMAIN LIABLE FOR ALL RENT AND OTHER OBLIGATIONS TO WHICH YOU AGREED UNDER T HE TERMS OF THE LEASE. THE LESSOR WILL ATTEMPT TO SUBLET THE DEMISED PREMISES LEASED TO YOU AND FROM WHICH YOU ARE BEING EVICTED, BUT THE LESSOR DOES SO IN MITIGATION OF THE CLAIM AGAINST YOU AND NOT FOR THE LESSOR'S OWN BENEFIT. THE LESSOR IS NOT ACCEPTING AND WILL NOT ACCEPT A SURRENDER OF THE DEMISED PREMISES FROM YOU UNDER ANY CIRCUMSTANCES AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING AND EXECUTED BY THE LESSOR.
27. That the acceptance by the Lessor of partial payments of rent due shall not, under any circumstances constitute a waiver of any rights of the Lessor at law or under this lease.
28. That if the demised premises are unoccupied at any time while rent is due and unpaid, Lessor may take immediate possession thereof and exclude all property found therein.
29. That delivery of keys by the Lessee to the Lessor, or to any one in his behalf, shall not constitute a surrender of acceptance by the lessor.
30. That occupancy by the Lessee after termination of his lease shall, at the option of the Lessor, constitute a waiver of the termination unless an agreement with respect to such occupancy shall have been previously made in

writing between the Lessees and the Lessor. In any event, the terms and conditions agreed to in the lease shall apply as long as the occupant remains in occupancy.

31. That if any provision of the lease or portion of such provisions or the application thereof to any person or circumstances is held invalid, the remainder of the lease (or remainder of such provision) and the application thereof to other persons or circumstances shall not be effected thereby.

32. That all rights given to the Lessor by this lease shall be cumulative and in addition to any other rights by the laws of this state, and the exercise of the Lessor of any right shall not operate as a waiver of any rights.

33. That the Lessee certifies that the apartment being leased is in excellent rental condition and no repairs are necessary.

34. It is hereby understood and agreed that the Lessor is not responsible for any spoilage of food caused by malfunction of any refrigerator or stove furnished by the Lessor for Lessee's use

35. **Any Rental Unit Registration fee assessed by a Town of Orono ordinance during the term of this lease will be billed to the Lessee/s. The fee is due when rendered and becomes part of the amount owed. It is subject to late payment charges and/or eviction. .**

By_____ Date:_____
(Lessor)

Lessee_____ Date:_____

Lessee_____ Date:_____

Lessee_____ Date:_____

Lessee_____ Date:_____

Lessee_____ Date:_____

PLEASE NOTE:

1. CROSS PROPERTIES BEGINS LEASING ON FEBRUARY 1 OF EACH YEAR FOR THE COMING YEAR. IF YOU DESIRE TO KEEP THIS APARTMENT FOR ANOTHER YEAR YOU MUST HAVE THE PAPERWORK COMPLETED BEFORE THIS TIME.

2. COLLEGE PARK, TIMBERVIEW AND FOUNDERS PLACE APARTMENTS PROVIDE HIGH SPEED WIRELESS INTERNET FOR OUR TENANTS BENEFIT THROUGH A THIRD PARTY AND THEREFORE CROSS PROPERTIES CAN NOT GUARANTEE ITS QUALITY OR SPEED.

SECURITY DEPOSIT AGREEMENT

THIS IS NOT A RENT RECEIPT

Received from
The sum of and 00/100 Dollars ( ) as Security Deposit for Apartment at
1 Cross Drive, Orono, Maine .

RETURN Of THE SECURITY DEPOSIT OR ANY PORTION THEREOF IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired.
2. No damage to property beyond fair wear and tear.
3. Entire apartment, including range, refrigerator, dishwasher, closets, walls and cabinets are clean. Refrigerator to be turned off and door left open.
4. No scores or unsightly holes on walls. All burned out light bulbs to be replaced.
5. No indentations or scratches in wood, tile or resilient flooring, doors or trim, and no damage to carpeting (if furnished).
6. No unpaid late charges or delinquent rents.
7. All keys are returned.
8. All debris and rubbish and discards placed in proper rubbish containers.
9. Forwarding address left with management.
10. Any items in paragraph's 5,6,7,8,17 and 25 of the lease are paid.

The cost of labor and materials for cleaning and repairs will be deducted from Security Deposit if the above 10 provisions are not complied with. The Security Deposit will be refunded by a check, mailed to the forwarding address, made payable to all persons signing the Lease. Refunds cannot be picked up at the office. Management agrees that, subject to the conditions listed above, this Security Deposit will be returned in full.
Undersigned agrees that this Security Deposit may not be applied as rent and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy.

By: _____
(lessor or agent)

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____