

**LEASE AGREEMENT**

Plummer Senior Living

PROPERTY ADDRESS: 192 Middle Road, Falmouth, Maine 04105 (the "Property")

DWELLING UNIT: Unit \_\_\_\_\_ ("Premises")

TENANT NAME: \_\_\_\_\_

TERM: \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (the "Initial Term")

SECURITY DEPOSIT: \_\_\_\_\_ (the "Security Deposit Amount")

MONTHLY RENT: \_\_\_\_\_ (the "Base Rent Amount")

RESIDENT SERVICES COORDINATOR CHARGE: \_\_\_\_\_ (the "RSC Charge")

This Lease Agreement (the "Lease") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between \_\_\_\_\_ [an individual][individuals] with a mailing address of \_\_\_\_\_

\_\_\_\_\_, Maine 04105 (hereinafter referred to jointly and severally as "Resident") and **Plummer at Oceanview LP**, a Maine limited partnership with a mailing address of c/o DC Management, PO Box 4790, Portland, Maine 04112 (hereinafter referred to as "Owner").

WITNESSETH:

That, for and in consideration of the rents and covenants hereinafter specified to be paid and performed by Resident, Owner does hereby demise and lease to said Resident the Premises.

TO HAVE AND TO HOLD said demised Premises upon the terms, covenants and conditions hereinafter set forth for and during the Term.

AND, in consideration of said demise and the mutual promises and agreements hereinafter set forth, it is covenanted and agreed by and between the parties hereto as follows:

1. Leased Property. Resident hereby leases from Owner the Premises described above, which Premises are located at the Property, for the rent and on and subject to the terms and conditions contained in this Lease.
2. Lease Term; Renewal. The term of this Lease shall be for the Initial Term described above. This Lease will automatically be renewed for successive one (1) month periods (collectively, with the Initial Term, the "Term") unless (i) the Owner and Resident enter into a Lease Renewal Agreement signed by both parties, (ii) the Owner gives notice of termination at least thirty (30) days before the Term expires, or (iii) this Lease is otherwise terminated in accordance with the terms hereof.

3. Rent. Resident covenants to pay to Owner as rent for the Premises during the Term hereof the Base Rent Amount of (\$\_\_\_\_\_) per month and the RSC Charge of (\$\_\_\_\_\_) per month, payable in advance, on or before the first day of each succeeding month (together, with all other charges owed by Resident to Owner, the ("Monthly Rent")). All payments of Monthly Rent are to be made payable to Plummer at OceanView LP and sent to c/o DC Management, PO Box 4790, Portland, Maine 04112 or such other address as may be provided by Owner to Resident in writing. Resident shall pay to the Owner the Monthly Rent without any set-off whatsoever. The Base Rent Amount may be increased from time to time upon at least sixty (60) days prior written notice from Owner. Resident shall pay a late charge equal to four percent (4%) of one Base Rent Amount for all monthly rent and other charges not paid by the fifteenth of the applicable month. The Base Rent Amount will be pro-rated for any partial month during the Term.

4. Compliance with Laws; Insurance. Resident shall not do nor permit to be done anything in, on or about the Premises that increases the fire hazard over that for the usual and ordinary dwelling occupancy; nor shall the Resident do anything that conflicts with the state and municipal laws or the regulations of the Fire Department or health authorities. Resident is responsible for his or her own personal property, furniture and belongings and for all areas in Resident's apartment, and the Landlord shall in no way be responsible for the Tenant's personal property or any damages thereto. Resident shall purchase and maintain insurance on Resident's personal property and for liability within Resident's apartment through a "Tenant's Policy."

5. No Sublease. Resident shall not assign this Lease or let or sublease the Premises in whole or in part. Resident shall not permit any person other than the specific persons named as resident herein to occupy the Premises unless approved in writing by Owner.

6. Compliance with Property Rules; Policies; Disclosures. Resident agrees to abide by the policies, rules, and regulations as adopted and amended by Owner from time to time governing use of the Premises, the building and the facilities therein. The Owner shall provide the Resident with a copy of such policies, rules, and regulations in advance of occupancy or prior to the effective date of such policies, rules, and regulations. The Resident's continued compliance with the policies, rules, and regulations are a material term of this Lease. Resident specifically acknowledges receipt of the following policies, rules, and regulations:

- A. **Building Guidelines**, which is attached hereto as Exhibit A, and which may be amended from time to time;
- B. **Pet/Animal Addendum**, which is attached hereto as Exhibit B and applies to the extent Resident keeps an approved animal at the Premises, and which may be amended from time to time; and
- C. **Rental Policy**, which has been previously provided to Resident, and which may be amended from time to time.

If any of the above-referenced policies, rules, and regulations are amended by Owner, a copy of such amendment shall be provided to Resident.

7. Owner's Obligations. The Owner shall be responsible for management and maintenance of the Premises and the Property. The Owner shall maintain the Premises and all equipment provided therewith, as well as all common areas, facilities, and equipment provided for the use and benefit of the Resident, in a decent, safe, and sanitary condition in compliance with the provisions of this Lease and in compliance with all applicable laws and regulations, and the Owner shall respond in a reasonable time to calls from the Resident for services consistent with said obligations. Unless the Resident requests in writing advance notice of entry, the Owner may enter Resident's Dwelling Unit during normal working hours to make repairs and improvements provided that the Owner shall use his best efforts to give prior notice of such entry to the Resident and further provided that no notice is required for emergent circumstances.

Landlord is not providing any services to Tenant except as expressly set forth in this Lease. Without limitation of the foregoing, Landlord will not provide Tenant with any health care, medical or nursing services or assistance with activities of daily living.

8. Resident's Affirmative Covenants. Resident covenants that he or she shall:

- A. Use the Premises only for a private dwelling as stated above and for no other purpose.
- B. Keep the Premises in a decent, safe and sanitary condition.
- C. Promptly pay the Monthly Rent to the Owner pursuant to the terms of this Lease.
- D. Promptly notify the Owner of any conditions that require repair or maintenance, including infestation with rodents, vermin or insects.
- E. Permit the Owner to inspect the Premises annually and at other such times as the Owner deems necessary to ascertain the conditions of the Premises and to determine if repairs or improvements are necessary.
- F. Reimburse the Owner within thirty (30) days of his expenditures for all repairs, redecorating, or replacement of furnishings and appliances necessitated by neglect or intentional conduct of Resident, or Resident's visitors, guests, household members, or invitees.
- G. Be responsible for the conduct of any visitors, guests, household members, or invitees on the Property or the Premises.
- H. Comply with the Building Guidelines and Rules and Pet/Animal Addendum attached hereto as exhibits as well as the Rental Policy provided to Resident.
- I. Leave the Premises upon termination of this Lease in as good condition as at the date the Resident moved in, reasonable wear and tear excepted.
- J. All information on the Resident's application is true and correct as of the date hereof.

9. Resident's Negative Covenants. Resident covenants that he or she shall not:

- A. Unreasonably disturb other residents with loud noises or other nuisances.
- B. Make any alterations, additions, or improvements to the Premises, without prior written consent of the Owner.
- C. Use the Premises for any purpose deemed hazardous by the Owner's insurance company or place combustible materials in storage areas.
- D. Keep any article or substance on the premises or conduct any activity or occupation which is illegal, noisy, or dangerous.
- E. Assign this Lease or sublet the unit.
- F. Install any washing machine or dryer, electric space heater, or other major appliance without the written consent of Owner.
- G. Cause any damage or waste to the Premises.
- H. Cause the Premises to be overcrowded.

10. Maintenance; Waste; Condition of Premises. Resident agrees to keep the Premises, and all furniture, furnishings, fixtures and appliances, in good and clean condition and to commit no waste thereon. To the extent that any fixtures or appliances are in need of repair or replacement, Resident agrees to notify Owner as soon as possible to prevent further damage. Resident agrees to surrender the premises in like condition as when taken, reasonable wear and tear excepted.

11. Utilities; Charges. Resident shall pay for all electrical and other utilities, services or other charges consumed or incurred by Resident with respect to the Property and the Premises, except that Owner shall pay for all real estate taxes with respect to the Premises, as well as heat, hot water, air conditioning and water/sewer.

12. Subordination. This Lease and all rights under it are subject and subordinate to the rights of any Lender under all existing and future mortgages which now exist or hereafter are granted with respect to the land and/or buildings and property.

13. Default. If (a) Resident fails to comply with the terms of this Lease and any such default continues for a period of fifteen (15) days after written notice of default; or (b) if Resident's continued tenancy constitutes a direct threat to the health or safety of others; or (c) if Resident's intentional behavior results in substantial physical damage to the property of Owner or others residing or working at the Property; or (d) if Resident fails to pay any amounts due hereunder and such default continues for a period of fifteen (15) days after written notice of default; or (e) upon the death of the Resident, Resident shall be in default of this Lease (in each case, a "Default").

14. Termination. In the event that the Resident is in Default of the obligations of the Resident under this Lease, or for other good cause, the Owner may give the Resident no less than thirty (30) days written notice of termination; provided, however, that where Resident has failed to pay the Monthly Rent in a timely manner, has caused substantial damage, has caused or permitted a nuisance or a crime, or has caused the Premises to become unfit for human habitation, the Owner shall give the Resident no less than seven (7) days' notice of termination (in each case, an "Eviction Notice").

If an Eviction Notice is given as above, then this Lease shall terminate as stated in the Eviction Notice, and the Resident shall quit the Premises no later than such termination. If the Resident holds over, the Owner may enter and take possession of the Premises or commence legal action for possession. Such termination of the Lease shall not be affected by the receipt of moneys, whether previously owed or for current use during the periods of actual occupancy after receipt of a summons issued pursuant to Rule 80D of the Maine Rules of Civil Procedure, or such similar law, until the date a Writ of Possession is executed against the Resident.

If Resident dies or voluntarily terminates this Lease by written notice to Owner after the expiration of the Initial Term, then this Lease shall automatically terminate; provided, however, that Resident (or in the event of death, Resident's estate, personal representative, executor or administrator) shall be obligated to give Owner at least thirty (30) days written notice of termination of this Lease. In any event, Resident shall remain obligated to pay the Monthly Rent until the later of (a) the date that possession of the Premises is surrendered to Owner in compliance with this Lease and all of Resident's property has been removed from the Premises; and (b) thirty (30) days from the date written notice of termination of this Lease is given by Resident or Resident's estate, personal representative, executor or administrator to Owner.

15. Deposits.

(a) The Resident agrees to pay the Owner the Security Deposit Amount as a security deposit upon execution of this Lease (the "Security Deposit"). The Owner will deposit such funds in a separate bank account. **It is understood that the Owner is not obligated to use the Security Deposit for any portion of unpaid rent during the term of this Lease nor shall any claim for damages against the Resident be limited to the Security Deposit Amount.** Upon termination of this Lease, the Owner may, but is not obligated to, use the Security Deposit as reimbursement for any unpaid rent and for actual expenses incurred in repairing damages to the Premises (excepting reasonable wear and tear) caused by the Resident, his or her household members, guests or invitees, and for any other actual loss or damage sustained by the Owner as a result of the Resident's breach of a term or condition of this Lease. The Security Deposit, less any authorized deductions, shall be returned to the Resident within thirty (30) days after the termination of the Lease. If any deductions are made, the Owner shall also give the Resident a written itemized statement of such deductions and explanations thereof.

(b) In addition to the Security Deposit, the Resident agrees to pay the Owner, as an advance deposit at or prior to the execution of this Lease, an amount equal to one full month's rent (the "Reservation Deposit"),

which Reservation Deposit shall be held by the Owner and deposited in a separate bank account. The Reservation Deposit shall not be returned to the Resident, but shall be held by the Owner and applied to the Resident's rental payment the final month of the Lease.

(c) In addition to the Security Deposit and the Reservation Deposit, in the event the Resident is allowed to have a pet, the Resident agrees to pay the Owner, as an advance deposit at or prior to the execution of this Lease, an amount equal to \_\_\_\_\_ (the "Pet Deposit"), which Pet Deposit shall be held by the Owner and deposited in a separate bank account. It is understood that the Owner is not obligated to use the Pet Deposit for any portion of unpaid rent during the term of this Lease nor shall any claim for damages against the Resident be limited to the Pet Deposit. Upon termination of this Lease, the Owner may, but is not obligated to, use the Pet Deposit as reimbursement for any unpaid rent and for actual expenses incurred in repairing damages to the Premises (excepting reasonable wear and tear) caused by the pet, and for any other actual loss or damage sustained by the Owner as a result of the Resident's breach of a term or condition of this Lease. The Pet Deposit, less any authorized deductions, shall be returned to the Resident within thirty (30) days after the termination of the Lease. If any deductions are made, the Owner shall also give the Resident a written itemized statement of such deductions and explanations thereof.

16. Indemnification. To the extent not prohibited by law, the Resident agrees to defend (including payment of attorney's fees and court costs), indemnify, and hold the Owner harmless from any losses, damages, claims, demands, suits, judgments or liabilities arising from any injury or resulting from the use of the Premises or any portion of the Property by the Resident, or the Resident's household members, guests, or invitees which are not the result of any acts or omissions, intentional or negligent, on the part of the Owner or the Owner's representatives or agents. Notwithstanding anything contained herein, in accordance with 14 M.R.S.A. § 6030(2)(B), in no event shall the Resident be obligated to pay the Owner's attorney's fees related to the enforcement of this Lease (the "Indemnification Limitation"); provided, however, that the Indemnification Limitation shall not apply to a contested hearing to enforce the Lease in cases of wanton disregard of the terms of this Lease.

17. Destruction; Casualty. In case the building upon the Premises or any part thereof during the term of this Lease shall be destroyed or damaged by fire or other unavoidable casualties so as to be unfit for occupation or use, then the Monthly Rent hereinbefore specified, or a fair and just proportion thereof according to the nature and extent of the damages sustained, shall be suspended or abated until the said Premises shall have been rebuilt and put in proper condition for use and occupation by the Owner, or this Lease shall, at the election of either the Owner or the Resident, upon written notice thereof to be given within thirty (30) days after such destruction, be terminated.

18. Parking. Resident shall be permitted to park up to one (1) motor vehicle at the Property in any spaces that have been designated by Owner for parking by Resident and/or the residents of the Premises.

19. Eligibility; Income Restrictions. The Resident agrees and understands that the Premises and the Property in which the Resident resides is subject to certain rules, restrictions, and covenants pertaining to the income and family composition of the Resident's household and the permitted use of the Premises (the "Eligibility Restrictions"), including, without limitation, the Plummer at Oceanview LP Age Policy, as the same may be modified or amended from time to time (the "Eligibility Policy"), as well as those certain restrictions described in the Building Guidelines. The Owner shall provide the Resident with a copy of such Eligibility Policy advance of occupancy or prior to the effective date of such policy. The Resident's continued eligibility and compliance with the Eligibility Policy is a material term of this Lease.

20. Recertification. Every year the Owner will request the Resident to report their income and information regarding their household and to supply any other information necessary for the Owner to comply with the Eligibility Restrictions. The Resident agrees to provide accurate statement of this information and to do



so by the date specified at the Owner's request. The Owner will verify the information supplied by the Resident and use the verified information for compliance purposes. If a Resident does not submit the required information in a timely manner as requested by the Owner, or submits false information, the Owner may immediately terminate this Lease and the Resident will vacate the premises in accordance with the terms hereof.

21. Severability. The parties intend that each term and provision of this Lease shall be enforced and enforceable according to its terms. However, if any term or provision of this Lease is determined to be contrary to law or unenforceable as written, or renders any other provision of this Lease unenforceable or unlawful, then the parties intend that such provision shall be judicially modified to the minimum extent necessary to make such provision and this Lease as a whole enforceable as closely as possible in accordance with the intent of the parties as expressed in this Lease; provided, however, that if such modification is not possible, then the parties intend that such provision shall be stricken from this Lease and the remainder of this Lease shall be enforceable in accordance with its terms without reference to such stricken provision.

22. General Provisions. This Lease shall be binding upon the parties hereto, their respective successors, executors, administrators or assigns. If more than one person shall have signed this Lease as the Resident, the obligations of such person so signing shall be joint and several and any obligations of the "Resident" hereunder shall apply jointly and severally to all such signatories. All notices to the Owner shall be mailed or delivered by the Resident to the Owner at the address on the first page of this Lease. All notices to the Resident required under this Lease shall be mailed by the Owner to the Resident, postage prepaid, addressed to the Resident at the Premises. All such notices shall be deemed given and effective when mailed. The failure by the Owner to terminate this Lease or to invoke any remedies under this Lease in any instance shall not be deemed or construed to be a waiver of the right of the Owner to terminate this Lease or to invoke any remedies at any future time for the same, similar or other cause or reasons. No changes in or amendments to this Lease shall be made except in writing signed by both the Owner and the Resident.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Resident have hereunto set their hands and seals the day and year first above written.

OWNER:

**Plummer at OceanView LP**

By: Ocean View Management Company, its General Partner (DC Management)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: Authorized Agent

RESIDENT:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE LEASE