

# Port Property

M A N A G E M E N T

104 Grant Street, Portland, ME 04101 / (207) 761-0832

This lease agreement is made on the (day lease prepared) day of (year and month lease prepared), for the Apartment located at (address of rented unit), by and between Port Property Management (hereafter referred to as "Landlord") and (Lessee Name) (hereafter referred to as "Tenant"), who jointly and severally agree to rent the aforementioned apartment under the following conditions:

1. **Length of Lease:**

- A. Initial rental period (Lease Term)
- B. Beginning date of lease (Date lease begins)
- C. Ending date of lease 12:00 noon (Date lease ends)

If Tenant intends to move out of the apartment, Tenant must submit to Landlord an advance 60-day written notice to vacate. (See Sections 7 and 8 for more detail.)

**Note that all leases run on a calendar month basis and only the first month shall be a partial month, if applicable. In addition, note that Landlord reserves the right to terminate this lease and tenancy at any time at or after the expiration of the initial term, with an advance 30-day written notice to Tenant; if Tenant stays one additional day past the notice period, Tenant will be responsible for an additional month's rent at the rate of 150% of the monthly rent, for each month beyond the date said notice ordered Tenant to move out.**

2. **Payments and Charges:**

- A. **The monthly rental payment for said property shall be \$(Rent amount), plus a \$(applicable pet fee) monthly pet charge, due and payable in advance of the first (1st) day of every month (see Sec. 5 regarding pet premium). Rental payments are to be made payable to Port Property Management, and should be mailed to or delivered to 104 Grant Street, Portland, Maine, 04101. Telephone #: (207) 761-0832.**
- B. **Tenant shall pay Landlord upon execution of this agreement a security deposit of \$(Security deposit amount), plus a last month's rent deposit, equal to the current rent amount. Security deposit shall be returned to Tenant within thirty (30) days from the termination of the tenancy, unless it's been used by Landlord for repairs and/or other amounts owed. (See Section 6) Tenant is not permitted to deduct all or any part of the security deposit from rent due. If Tenant continues to occupy the apartment as a tenant-at-will, Landlord will hold the security deposit until after Tenant actually vacates the apartment. The last month's rent deposit (if paid) will be applied by Landlord to Tenant's last month's rent, if the proper written move-out notice is given. (See Section's 1, 7, and 8) The last month's rent deposit cannot be used by Tenant to cover delinquent rent and/or fees, but Landlord can apply it to any unpaid balance after Tenant has vacated.**
- C. **Tenant is specifically liable for all rent due and payable during this term; vacating before lease expiration by Tenant will not relieve him/her of this obligation to pay all rent hereunder.**
- D. **In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such a check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.**
- E. **Should Tenant vacate the apartment before the lease expiration date set forth in Section 1-C, or Tenant fails to pay rent or comply with the terms of the lease and a concession was given off Tenant's first month's rent, the concession will become immediately due and payable. We may deduct this concession from the security deposit. Should Tenant opt to transfer to another Port Property Management apartment before the expiration of this lease per Section 1-C, Tenant shall reimburse Port Property Management \$200.00, to cover the costs of showings and other administrative costs due to the transfer of the lease agreement.**
- F. **TERMINATION FOR NONPAYMENT OF RENT: Rent must be paid by check or money order, cash will not be accepted. If Tenant fails to pay the rent within seven (7) days of the due date, as evidenced by postmark on the envelope, this lease shall be deemed to be breach and Landlord may terminate this lease upon five (5) days**

**notice in writing. If Tenant does not pay the full amount of the rent within the five (5) day period, the Lease shall be terminated and Tenant must vacate the premises and return the keys to the Landlord.**

- G. **Tenant will be charged a late fee equal to 4% of the monthly rent amount, if the full rental payment is not received by the fifteenth (15<sup>th</sup>) day of the month.**
- H. **Tenant shall pay a twenty-five dollar (\$25.00) service fee as additional rent for any check returned to the Landlord by Tenant's bank because of insufficient funds and/or a stopped payment.**
- I. **If rent payment is late on three (3) occasions or more per year, i.e. rent that is paid after the eighth (8th) day of the month on three (3) occasions or more in one (1) year, this lease shall be deemed to be breach, the term hereof forfeited, and Tenant, shall be subject to eviction, as well as suit for damages.**

**3. Services Provided by the Landlord:**

SERVICE	LANDLORD	TENANT
Electricity	_____	_____
Heating Oil	_____	_____
Natural Gas	_____	_____
Hot Water	_____	_____
Snow Removal	_____	_____
Sewerage/Water	_____	_____
Parking*	_____	_____
*Please see addendum B if applicable		

**Dishwashers, washing machines, and/or Satellite dishes are strictly prohibited unless pre-approved by Landlord. Air Conditioners are only allowed upon pre-approval of Landlord, and said approval must be obtained each year.** Please note that if Landlord provides the electricity, no major appliances, electric heaters, air conditioners, etc., other than those supplied by the Landlord with the residence, shall be allowed without Landlord’s pre-approval.

**Air Conditioners can be used only if tenant agrees that** it will be installed during the summer months only and the tenant will be held fully responsible for any damage(s) to the building that may result from the installation and/or of said air conditioner, as well as for any personal injuries sustained by themselves and/or anyone else, shall indemnify and hold harmless the property owner and Port Property Management from any and all such damages and/or injuries.

Tenant is required to pay a base annual fee of **\$125.00** which will increase by five (\$5) each year to Port Property Management (if the electricity is included in rent) for use of the air conditioner, and must submit proof of my/our existing Renter’s Insurance Policy confirming that my/our policy carries a minimum of \$300,000 Personal Liability coverage. Failure to pay annual fee will or to have proof of insurance prior to installing any air conditioners will result in a first offence fine of \$175.00. A second offense is cause for eviction upon (5) days written notice.

**If Landlord is paying for heat,** Tenant agrees to keep all windows closed from October 1st through April 30th. To the extent to which heat and/or hot water is to be provided by the Landlord, Tenant shall take all reasonable measures to conserve the heat and hot water by not opening the windows when the heat is on, not excessively heating the premises, not unnecessarily wasting or running the hot water and by observing all reasonable rules and regulations of the Landlord regarding this issue. Tenant's non-compliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon five (5) days written notice to Tenant.

**If Tenant is paying for heat,** Tenant agrees to keep the apartment heated to at least 55-F degrees and all windows closed from October 1st through April 30<sup>th</sup> to avoid pipes from freezing. If tenant is heating with oil it is the tenant’s responsibility to keep the oil tank filled. Any costs incurred by Landlord due Tenant’s failure to keep oil in their tank shall be deemed Tenant’s responsibility. Tenant's non-compliance with this provision or reasonable rules of the Landlord shall be cause for termination of this Lease Agreement upon five (5) days notice to Tenant. See Section 9, Paragraph D concerning damages.

**4. Occupants:**

**Only the Tenant(s) named on this agreement may reside in or regularly use this apartment, unless otherwise approved in writing by PPM.** Tenant shall not assign this Agreement or sublet the dwelling unit. Tenant may have guests; however guests shall not remain with the Tenant for more than seven (7) consecutive days or ten (10) days aggregate per month during the lease term without consent of the Landlord. Tenant is responsible for conduct of all

household members and guests. Any disturbance or damage caused by a guest, or a household member shall be treated by the Landlord as if performed by the Tenant.

5. **Pets:**

**No pets are permitted in or around the premises without prior express approval of Landlord. Monthly fee will be \$10 for one pet, or \$15 for two pets. Dogs are not allowed on the premises at any time.** Any violation of this provision shall be grounds for eviction upon five (5) days written notice and shall subject Tenant to a liquidated damage obligation for an amount equal to one month's rent.

Pets that are allowed by the Landlord at the time of the signing of the lease are: \_\_\_\_\_

**Any damage caused to the dwelling unit, common areas or grounds of the property** by the Tenant's pet(s) will be considered a violation of the lease and the lease shall be deemed to be breached, the term hereof forfeited, and the Tenant, without further demand or notice, shall be subject to eviction, as well as suit for damages.

6. **Return of Security Deposit:**

**The security deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence,** and for the actual costs of the unpaid rent or the other charges owed to the Landlord by the Tenant, including storage and/or disposal of unclaimed property left in the residence or on the premises or for any and all other costs or expenses allowable by statute, Title 14 M.R.S.A. § 6031, et seq. **Damages exceeding the amount of the security deposit will be charged to the Tenant.** The Landlord will return the security deposit to the Tenant within thirty (30) days from the termination date of the lease if the following conditions are met:

- A. **The apartment is in good condition except for** (a) normal wear and tear, or (b) damaged caused by someone other than the tenant, the Tenant's invitees, guests, or family. Damages will be assessed against the Tenant as listed in the attached move-out cost schedule, which is part of the lease. Damages to paint and ceiling tiles caused by nicotine is considered beyond normal wear and tear.
- B. **Tenant does not owe any rent, utility or other charges agreed to in this lease which** the Tenant was required to pay either directly to the Landlord or on behalf of the Landlord to a public utility, including but not limited to water/sewer, taxes, electricity, gas, etc., as applicable.
- C. **Tenant has not caused Landlord expenses for storage and disposal of unclaimed property.**
- D. **Tenant has given Landlord the required notice of intent to vacate, as advised in Sections 1, 7, and/or 8, AND has moved out by 12:00 noon on the date said notice expires AND has returned all keys.**
- E. **Tenant has paid any other charges for which the Landlord could be responsible for,** including all labor and materials charges.
- F. **The apartment is left clean;** including but not limited to under the range, exhaust fans, under the refrigerator, closets moldboards, walls and cabinets. Carpeted apartments shall be free of dirt and odor, and carpets are to be cleaned. Inside windows are to be cleaned; refrigerator is to be defrosted, cleaned, then turned off and door left open. **See attached move-out cost schedule.** If the landlord deducts monies from the Tenants' security deposit, the Landlord will provide the Tenant an itemized list of these charges within thirty (30) days, along with the balance of security deposit, if applicable. The Landlord has thirty (30) days after the effective move-out date to return the security deposit and/or itemized list of charges.

7. **Extended Stay:**

**If the Tenant has not moved out of the residence by 12:00 noon on the day the lease ends, or given the Landlord a proper advance written notice of Tenant's intent to move,** and has not signed a new lease or amendment with the Landlord, nor been issued a move-out notice by Landlord, then Tenant shall continue to lease from Landlord on a month to month basis. A month to month premium of \$50 will be charged each month and is due as rent until a new lease or amendment has been signed by both the Landlord and the Tenant. All of the terms of this Lease Agreement remaining in effect except for those terms specifically modified in writing. **If the tenant opts to continue on a periodic month-to-month lease, then either party may terminate this tenancy by giving to the other party the proper thirty (30) day advance written notice of termination of tenancy. Said notice must be delivered to the other party no less than thirty (30) days in advance, and the tenancy may only be terminated on the last day of any calendar month.** Note that if a Tenant stays one additional day past the notice period, Tenant is responsible for an additional month's rent at the rate of 150% of the monthly rent for each month Tenant stays.

8. **Notice of Intent to Vacate:**

**The Tenant must give the Landlord the proper written notice of his/her intent to vacate the apartment, as described in Section 1(C) of this Lease. Said notice must be delivered to the Landlord no less than sixty (60) days in advance, and the tenancy may only end on the last day of any calendar month.** This notice is mandatory for the Landlord to re-rent the apartment. If this notice is given with the intent to vacate before the end of the term of the Lease, the Tenant shall continue to be responsible for rent through the end of the Lease term, unless the unit is rented. This notice must be given no less than sixty (60) days prior to the end of the lease term if the Tenant is going to end tenancy at the end of the lease. If the apartment is vacated without the proper advance written notice to the Landlord, Tenant is still responsible for at least one additional month's rent.

9. **Tenant Residential Responsibilities:**

The following Tenant residential responsibilities are important to all Tenants. If tenant violates any of these responsibilities this lease shall be deemed breached, the term hereof forfeited and Tenant, without further demand of notice, shall be subject to eviction, as well as suit for damages.

- A. **Tenant agrees that the unit will be used only as a residence**, except for incidental use in trade or business.
- B. **Tenant agrees not to damage the residence**, The buildings, the grounds, common areas, or the property of the Landlord. Damage as a result of cigarette smoke, such as film on or discoloration of painted surfaces as well as unpleasant odor as determined by Landlord and/or other tenants, is considered cause for eviction and damage caused by a pet, such as urine saturation, destruction of woodwork is also considered a cause for eviction upon five (5) days written notice.
- C. **Tenant agrees not to interfere with the rights of other tenants to live in peace and quiet**, as determined by the Landlord. Odors, including cigarette smoke and pet urine or feces smell, which interfere with the quiet enjoyment of the building by other tenants is cause for eviction upon (5) days written notice.
- D. **Tenant agrees that damage caused by Tenant**, tenant's family, guests, or invitees, shall be repaired at the tenant's expense. This includes damage caused by fire or any other casualty. Failure to perform or pay for these repairs after notice from the Landlord shall be deemed a violation of this lease and subject to eviction upon five (5) days written notice.
- E. **Tenant agrees not to store, hang, or leave any personal articles, trash, or recyclables in the common areas of the building, nor on the fire escapes, balconies, etc ..., unless otherwise specifically pre-approved by Landlord.** The common areas include hallways, basements, entryways, and any part of the building used by other apartments and tenants.
- F. **Tenant agrees not to alter, add to, or improve the residence without the written permission of the Landlord.** Painting of the walls, trim and/or cabinets is not allowed in any unit.
- G. **Tenant agrees that he/she is responsible for the conduct of all family, guests, and invitees** welcomed or not. The conduct of these persons shall not interfere with the rights of other tenants to live in peace and quiet nor shall the conduct be of a dangerous manner that would put any other person on premises in jeopardy. All conduct of family, guests and invitees shall be deemed to be conduct by the Tenant for purposes of this lease and any violation of this paragraph shall be cause for eviction upon five (5) days written notice to Tenant.
- H. **Tenant agrees to follow the City of Portland's trash and recycling ordinance, which obligates the Tenant to dispose of any and all trash from the premises in blue, City of Portland trash bags, unless otherwise notified by Landlord.** In conjunction with requirement that all trash be contained in an authorized City of Portland, blue trash bag, the City provides pickup for recyclable trash. Landlord shall furnish apartment with a 17 gallon recycling bin issued by City of Portland. The recycling bin is the property of Port Property Management and shall remain with the apartment when Tenant vacates the apartment. Tenant must follow the City of Portland's recycling guidelines. If the Tenant violates the City of Portland trash/recycling ordinance resulting in the Landlord being cited and/or fined by the City of Portland, the Landlord will assess a fine of \$250.00 and any amounts assessed by the City of Portland to the Tenant's account and, if not paid by the Tenant within five (5) days, the Landlord shall have the right to terminate the lease with seven days notice to the Tenant.
- I. **Renters Insurance.** Tenant shall maintain in full force and effect a policy of renter's insurance insuring the entire contents of the premises containing provisions as follows; (i) contain premises; (ii) be with such insurance company or companies as the Landlord may reasonably approve; (iii) contain a provision requiring that written notice to be given to the Landlord not less than ten (10) days prior to the cancellation, expiration or alteration of

the policy; (iv) name Landlord and lessee as insured's, as their interests may appear; (v) and if your apartment is ground level or a basement apartment that you purchase flood insurance. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this lease and thereafter not less than ten (10) days prior to expiration of any such policy. As a precondition of the occupancy of the premises, Tenant shall provide to Landlord evidence of said renter's insurance being in effect. Any continuation of this rental relationship after the initial term of this lease either through a month-to-month lease, tenancy-at-will or extended lease shall be on the same terms and conditions and Tenant shall maintain renter's insurance throughout any continued term of this tenancy during the occupancy of the Tenant in the premises. Failure to maintain such a policy in effect shall be grounds for termination of the lease and/or tenancy upon five (5) days notice.

**J. Smoke Detector.** Tenant agrees to never remove or dismember the smoke detector(s) in the apartment. Furthermore, Tenant agrees to either replace the battery in the smoke detector(s) when beeping or call PPM so that we know to replace it. If any smoke detector is removed, dismembered and/or left with a non-functioning battery in it, Tenant will be charged a flat fee of \$100.00 per smoke detector for the first occurrence to cover the cost of reinstallation. If Tenant removes, dismembers and/or leaves a non-functioning battery in a smoke detector for a second time, it shall be grounds for termination of the lease and tenancy upon (24) hours advance written notice by Landlord.

#### 10. Landlord Entry into the Apartment:

**The Landlord and/or its agent may enter and inspect the apartment after twenty-four (24) hours written, verbal, or telephonic notice to Tenant, provided, however, that Landlord or its agent shall have the right to enter the premises in an emergency without notice to Tenant, pursuant to Title 14 M.R.S.A. § 6025. A message on a telephone answering machine shall be deemed sufficient notice to Tenant of the Landlord's intentions. The Tenant may not unreasonably withhold consent to the Landlord to enter the dwelling unit.**

**If Tenant interferes with Landlord's ability to rent the dwelling unit or if Tenant does not provide proper notice of their intent to vacate, and therefore that unit is not rented for the month after the Tenant vacates the unit, the Tenant will be responsible for one month's rent or until the property is re-rented, whichever is the latest to occur.**

#### 11. Abandoned Property:

**Upon termination of the lease, all remaining belongings shall become the property of the Landlord at the time, shall be disposed of by the Landlord at the Tenant's expense, as provided by law. Upon discovering obvious signs that the tenant no longer occupies the apartment, the Landlord may remove all of the former Tenants' belongings, and store them at the Tenant's expense, for a time period of 14 days, after that time Landlord may dispose of the belongings as the law provides at Title 14 M.R.S.A. § 6013 and Title 33 M.R.S.A. § 1954.**

#### 12. Conflict with State Law:

**If any provision of this lease conflicts with the laws of the State of Maine, then such laws will take precedence.**

**If any one provision in this lease is deemed or ruled invalid by State court, then the rest of the lease will survive separate and individually, and shall be binding on both parties less the invalid provisions.**

**Any violation of the provisions of this Agreement by the Tenant shall be deemed to be a breach of lease, and remaining term shall be forfeited upon five (5) days written notice to Tenant, and Tenant shall be subject to eviction, as well as suit for damages.**

#### 13. Maintenance:

Maintenance repairs and/or malfunctions **must be reported immediately** to the maintenance line of Port Property Management; **Telephone #: (207) 761-0832, ext. 1.** Please note that upon reporting a maintenance issue (unless you specify otherwise in your message) you are granting us permission to enter the apartment at any time, during regular business hours (8:00 a.m. through 5:00 p.m., Monday through Friday) so that we may address the maintenance issue.

**Lock out service is not available.** Please have a plan should you become locked out. If you do not have a spare key and/or you want to have your locks re-keyed you must use Maine Locksmith; Telephone #: (207) 892-8366. If you do not use this locksmith you will be charged to replace the locks.



## Move-Out Cost Schedule

### Move Out Charges

Charges will be assessed if Tenant does not clean sufficiently, leaves item(s) in a state of disrepair, or damages the apartment or common areas in any way. The charges below are meant as a guideline for Tenant and will be applied once Tenant has vacated his/her apartment. All charges assessed will be deducted from Tenant security deposit and/or owed to Landlord if Tenant security deposit is insufficient to cover the charges. Charges are separated into three categories; cleaning, repairs, replacement. The prices given below are the **minimum charge**. If Landlord incurs a higher cost, the Tenant will be charged accordingly. This is not a comprehensive list: Tenant can be charged for work done that is not itemized below.

**All labor in excess of items below will be charged at \$50.00 per hour.**

<u>Replacement</u>		<u>Cleaning</u>		<u>Repair</u>	
Laundry card	\$5.00	Windows	\$10.00/per	Screen	\$25.00/per
Parking permit	\$10.00	Sink	\$25.00	Large hole	\$50.00/per
Recycling bin	\$15.00	Toilet	\$25.00	Countertop	\$50.00
Mailbox lock	\$40.00	Tub/Shower	\$25.00	Door	\$50.00/per
Apartment lock	\$75.00	Fridge	\$25.00	Carpet	\$75.00/per
Outlet/Switch	\$25.00	Oven	\$50.00	Linoleum	\$50.00/per
Bath fixture	\$25.00	Bathroom	\$75.00	Appliance	\$75.00
Toilet seat	\$25.00	Kitchen	\$100.00	Window	\$100.00/per
Blind	\$25.00/per	Floors per room	\$25.00	Cabinet	\$100.00/per
Light	\$50.00/per	Carpets per room	\$50.00	Tub/Shower	\$75.00
Fire extinguisher	\$100.00	Cleaning Labor	\$40.00	Light	\$25.00/per
Smoke detector	\$100.00/per				
Mirror vanity	\$75.00	<u>Painting/Refinishing</u>		<u>Removal</u>	
Window	\$500.00/per	Paint wall	\$100.00/per	Large item	\$40.00/per
Door	\$250.00/per	Paint room	\$250.00	Bag of trash	\$15.00/bag
Countertop	\$250.00	Paint apartment	\$750.00	Bagging fee	\$5.00/bag
Ceiling tile	\$5.00/tile	Nicotine - wash	\$150.00/room	Shelves	\$25.00/per
Carpet	At Cost	Nicotine - paint	\$350.00/room	Sticker	\$5.00/per
Linoleum	At Cost	Floor - refinish	\$250.00/room	Contact paper	\$50.00
Appliance part	At Cost	Floor - buff	\$150.00/room	Borders	\$100.00/room
Appliance	At Cost	Threshold	\$50.00/per	Wallpaper	\$250.00/room

### Other Charges

Tenant may be charged for damage(s) which occur as a result of improper care of Tenant's apartment. This includes but are not limited to; pests, pet odors, nicotine, and neglect of repairs. Basic guidelines for caring for your apartment are in the Tenant Green Folder.

### Move-In Inspection

To avoid charges for damage not caused by Tenant, it is important to accurately fill out the Move-In Inspection Form when moving in (provided with move-in folder). This ensures Tenant is not charged for damages caused by the previous occupant. By signing this lease and initialing this page, I understand that if I don't return the completed inspection sheet to the office within fourteen (14) days from the date of my move in the aforementioned apartment, I will be held accountable for any cleaning and/or damages upon my move out, regardless of the condition of the apartment when I moved in.

## ADDENDUM A

### 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

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### Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based hazards (check one below):

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing.  
(Explain)

\_\_\_\_\_  Lessor has no knowledge of lead-based paint and/or lead based paint hazards present in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor: (check one below)

\_\_\_\_\_ 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)

\_\_\_\_\_  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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### Lessee's Acknowledgement (initial)

\_\_\_\_\_ N/A (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*.

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### Agent's Acknowledgement (initial)

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

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### Certification of Accuracy

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

### Port Property Management

Lessor	Lessee	Date
Lessee	Lessee	Date
Agent	Lessee	Date

## ADDENDUM B

This lease addendum gives Tenant conditional permission to park in parking spot (#) of the **(Parking Lot)** parking lot. Parking in Portland/South Portland is limited and in order to provide the best possible parking situation for all tenants to which we provide parking, Port Property Management (also referred to as "Landlord") will strictly enforce the following:

1. **All vehicles must have a valid Port Property Management parking permit displayed in the vehicle at all times. The permit must be hung from the rear view mirror or taped to the front windshield so that it is easily visible from outside of the vehicle looking through the front windshield.** Tenants can park any vehicle that they so choose in their assigned spot(s) as long as the parking permit is properly displayed in said vehicle. **Any vehicle without a parking permit or without an easily visible permit will be towed at the vehicle owner's expense.**
2. **All vehicles must be parked in their assigned parking spot.** If the parking permit number doesn't match the parking spot that the vehicle's parked in, the vehicle will be towed at the vehicle owner's expense. If someone else is parked in your assigned parking spot, please get all the information you can (i.e. the vehicle's make, model, color, license plate number and parking permit number, if applicable) then call the office and we will resolve the problem.
3. **All vehicles must have valid registration and be operational at all times.** If for some reason your vehicle is not operational, you will have only one week to make the necessary repairs, however vehicles must not be worked on in the parking lot. All unregistered and/or inoperable vehicles will be towed at the owner's expense, with a 24-hour advance written notice.
4. **In order for Port Property Management (Landlord) to provide the best possible winter parking situation for tenants who have assigned parking, all tenants must adhere to the following:**
  - a. Every vehicle must be moved out of the parking lot from 8:00 a.m. until 2:00 p.m. after each storm - regardless of how much snow falls.
  - b. If you want to confirm that we will be plowing your parking lot, our answering service (761-0832, ext. 2) will let you know if you call at 7:00 a.m. or after (if the snow has stopped).
  - c. If your vehicle is left in the parking lot during the above referenced hours it will be towed at your own expense; **No Exceptions.**
  - d. If for some reason you're unable to move your vehicle from the parking lot during the above referenced hours, you must call (761-0832, ext. 1102) or Rentals (775-5673) at least twenty four (24) hours in advance so that we can discuss possible alternatives.
  - e. If you are unable to move your vehicle after a storm, you must speak directly to a Port Property Management employee personally. **Messages left on voice mail are not acceptable.** If you have not spoken to an employee of Port Property Management directly, your vehicle could still be towed. The answering service we use for emergency issues cannot help you with this situation.
5. **If your vehicle is towed more than twice in any one (1) year period, your parking privileges may be terminated with a five (5) day advance written notice from Port Property Management.**
6. If your vehicle is towed, you must call Tardiff's Towing (772-2247) to make the arrangements for picking it up. **All towing charges are at the vehicle owner's expense.** Port Property Management will not reimburse any tenant for towing charges.
7. If you have any parking related questions, concerns, or comments, please don't hesitate to contact the office.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Port Property Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## Lease Addendum for Pets

1. A maximum of 2 pets are allowed per apartment
2. All dogs allowed on the property must weigh 75 pounds or less
3. Dogs are only allowed in first floor apartments. Tenants with dogs smaller than 25 pounds may live in 2<sup>nd</sup> floor units if the Tenant downstairs has a dog
4. Pets may not disturb the quiet enjoyment of any other Tenants, neighbors or any person at any time by barking or any other activity
5. All dogs must be at least 1 year of age.
6. Tenants will pay a \$10 a month fee for each cat and \$25 a month fee for each dog, payable in advance on the first of each month as additional rent in accordance with the terms of their lease for each month they are a Tenant
7. Tenants with pets maybe subjected to an inspection of their apartment 30 days after move in to ensure the apartment is clean and not damaged by the pets. If the unit is found to be unclean or damaged Tenant may be subject to eviction per the terms of their lease.
8. Pets are not allowed to defecate anywhere on the property and owners must clean up any soil or mess created anywhere by their pet immediately and dispose of it in a sanitary manner
9. The dog owner must provide Landlord with proof of current rabies vaccination, spay/neuter records and valid city pet registration at lease signing. Cat owners must provide proof of current rabies vaccination, spay/neuter records.
10. Dogs must be kept on a leash at all times while on the property. Leashes must be 10 feet or less.
11. Dogs may not be left unattended while outside or be tied or chained to stairs, handrails, trees, doors, etc.
12. Lessee will be held responsible any damages caused by their pet and payment for these damages will be due in full on the 10<sup>th</sup> of the month following their move out.
13. Lessee will be responsible for the cost of any extermination required to the apartment and/or building as a result of fleas or other infestations if it is determined by the Lessor, in its sole discretion, that the pet is the cause of the problem
14. All dogs must be met in person by a representative of Port Property Management (PPM) prior to an applicant being approved for an apartment.
15. Applicants must provide at least 1 landlord references for each pet that will be living with them in their apartment, dogs will also require a veterinarian reference.
16. Pets may not cause any unpleasant odors in the Tenant's apartment or any other part of the building. Cats must be provided adequate size litter boxes and litter must be changed regularly and disposed of in a sanitary manner in accordance with the buildings trash system and rules.
17. Pets must not interfere with the job function of any PPM staff member or contractor at any time.
18. Lessee must be present when PPM representatives need to enter into the leased unit. In the event of an emergency situation that requires PPM staff to enter the Tenant's apartment without delay, the tenant, or the local emergency pet contact, must be reachable and respond immediately to contain the dog(s) while the emergency situation is addressed.

19. Pet(s) may not interfere with PPMs ability to show and re-lease the unit after the Tenant has given their Notice to Leave. Tenant(s) with dogs must be present for showings scheduled during normal business hours, Monday through Friday 9am-5pm, or the dog(s) must be caged inside or not present in, the premises. If the pet interferes in any way with PPMs ability to re-lease the apartment the Tenant will be responsible for a maximum of 1 month's rent after vacating the premises or until the apartment is rented whichever is less.
20. Any pet that visits the Lessee on the property must adhere comply with all the terms of this agreement and may not have an extended stay of more than 24 hours without prior PPM approval
21. Pet owners must provide the name, address and telephone number of an emergency contact person whom agrees to assume immediate custody of pet in the case of unavailability, serious illness or death of the owner. If contact does not assume immediate custody of dog upon request, Management will make arrangements to have the pet removed by local animal control personnel. Pet owner shall be responsible for all expenses connected with removal of the pet.
22. Any violation of this addendum and the Lease may be terminated by the Landlord by five (5) day notice in writing to the Tenant, as per Section 14 of the lease. Breach of Pet Addendum: Upon receiving written notice from Lessor that the pet is deemed undesirable, for whatever reason, if the resident should keep the pet on the property, this shall be deemed a breach of the Lease, and is cause for eviction upon (5) days written notice. The Lessor will require possession of the leased premises and collect all damages as provided in the Lease and this Pet Addendum

Local Emergency Pet Contact

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

Permission to keep a dog on the premises may be revoked at any time by management if Tenant fails to comply with any of these Rules and Regulations

Pet Name(s):

Description(s):

Tenant	Date	Tenant	Date
Port Property Management	Date		