

MAINE LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date") by and between:

LANDLORD:

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

AND

TENANT(S):

Name(s):

I. PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at:

Address: _____

City: _____

State: Maine

Zip Code: _____

(the "Premises").

The Premises includes the following furniture/appliances (if any):

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** Commencing on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **Month-to-Month.** Commencing on the ____ day of _____, 20____ and continuing on a month-to-month basis. This Agreement may be terminated by either party giving at least thirty (30) days' written notice to the other party.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

_____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Payment instructions:

IV. LATE FEES AND RETURNED CHECKS

Late Fees: Pursuant to Maine Revised Statutes Title 14, Section 6028, a late fee may only be charged if the rent remains unpaid for fifteen (15) days or more after the due date.

If rent is not paid within fifteen (15) days of the due date, the Tenant agrees to pay a late fee of \$ _____ (Note: This amount cannot exceed 4% of the monthly rent amount).

Returned Checks: If a check is returned for insufficient funds, the Tenant shall pay a fee of \$ _____ in addition to any bank charges incurred by the Landlord.

V. SECURITY DEPOSIT

The Tenant agrees to pay a security deposit in the amount of \$ _____

_____ (Note: Pursuant to 14 M.R.S.A. § 6032, this amount may not exceed two months' rent).

Location of Deposit: Pursuant to 14 M.R.S.A. § 6038, the security deposit will be held in a separate account protected from the Landlord's creditors at the following financial institution:

Bank Name: _____

Bank Address: _____

Return of Deposit: Pursuant to 14 M.R.S.A. § 6033, the Landlord shall return the security deposit to the Tenant within thirty (30) days after the termination of the tenancy and the vacation of the Premises. If the Landlord retains any portion of the deposit, the Landlord must provide a written statement itemizing the reasons for the retention.

VI. UTILITIES AND SERVICES

Responsibility for utilities and services shall be as follows:

Electricity:

☐ Landlord ☐ Tenant

Heat/Gas:

☐ Landlord ☐ Tenant

Water:

☐ Landlord ☐ Tenant

Sewer:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Internet/Cable:

☐ Landlord ☐ Tenant

VII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed in this Agreement and the following additional occupants (including minors):

Guests staying more than _____ days in a six-month period
require the Landlord's written consent.

VIII. MAINTENANCE AND REPAIRS

Tenant Responsibilities: The Tenant shall keep the Premises in a clean and sanitary condition and shall immediately notify the Landlord of any damage or necessary repairs. The Tenant is responsible for any damage caused by the Tenant, their guests, or invitees, excluding normal wear and tear.

Landlord Responsibilities: The Landlord warrants that the Premises are fit for human

habitation pursuant to 14 M.R.S.A. § 6021. The Landlord shall maintain the electrical, plumbing, sanitary, heating, and other facilities in good working order.

IX. RIGHT OF ENTRY

Pursuant to 14 M.R.S.A. § 6025, the Landlord shall have the right to enter the Premises to make necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services. Except in cases of emergency or if it is impracticable to do so, the Landlord shall give the Tenant reasonable notice (presumed to be 24 hours) of the intent to enter and shall enter only at reasonable times.

X. REQUIRED MAINE DISCLOSURES

1. Radon Disclosure (14 M.R.S.A. § 6030-D):

The Landlord is required to test for radon in the building every 10 years.

Has the Premises been tested for radon?

☐ Yes ☐ No

If Yes, the date of the most recent test was: _____ day of _____, 20____

The level of radon found was: _____ pCi/l.

(If the level exceeds 4.0 pCi/l, the Landlord is required to mitigate).

2. Bedbug Disclosure (14 M.R.S.A. § 6021-A):

The Landlord certifies that to the best of their knowledge:

- ☐ The Premises and adjacent units are currently free of bedbugs.
- ☐ The Premises or adjacent units are currently being treated for bedbugs.

3. Energy Efficiency Disclosure (14 M.R.S.A. § 6030-C):

If the Tenant is responsible for paying for electricity or heating fuel, the Landlord must provide

an energy efficiency disclosure statement.

☐ Tenant acknowledges receipt of the Energy Efficiency Disclosure.

☐ Not Applicable (Landlord pays all energy costs).

4. Smoking Policy (14 M.R.S.A. § 6030-E):

The Landlord must disclose the policy regarding smoking on the Premises.

The smoking policy for the Premises is:

5. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards.

Year the property was built: _____

☐ Property was built after 1978.

☐ Property was built before 1978. (If checked, Landlord must provide a Lead-Based Paint Disclosure Form and the EPA pamphlet "Protect Your Family From Lead in Your Home").

XI. PETS

☐ No pets are allowed on the Premises.

☐ Pets are allowed subject to the following restrictions:

Number of pets: _____

Type/Breed: _____

Pet Fee (Non-refundable): \$ _____

Pet Deposit (Refundable): \$ _____

XII. DEFAULT AND TERMINATION

If the Tenant fails to pay rent when due, the Landlord may provide a seven (7) day notice to quit pursuant to 14 M.R.S.A. § 6002. If the Tenant pays the full amount of rent due before the expiration of the notice, the notice is void.

If the Tenant breaches any other term of this Agreement, the Landlord may terminate the tenancy by providing a seven (7) day notice to quit, specifying the breach and the Tenant's right to contest the termination in court.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. Any amendments to this Agreement must be in writing and signed by both parties.

XV. ADDITIONAL TERMS AND CONDITIONS

XVI. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XVII. NOTARY ACKNOWLEDGMENT

State of Maine

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared _____ (Landlord) and
_____ (Tenant(s)), known to me (or proved to me on the
basis of satisfactory evidence) to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same for the purposes therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public: _____

Date: ____ day of _____, 20____

Print Name: _____

My Commission Expires: ____ day of _____, 20____

(Seal)