

Maine Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within the time the lease states, not to exceed 30 days after the tenancy ends, or within 21 days after the tenancy ends or the Premises is surrendered and accepted, whichever is later, for a tenancy at will, the Landlord returns the deposit or a written statement itemizing the reasons for any amount retained along with the balance, mailed to the Tenant's last known address, and a Landlord who misses the deadline forfeits the right to withhold any portion. The deposit may not exceed two months' rent. The deposit is kept in an account at a bank or other financial institution, is not commingled with the Landlord's funds or treated as the Landlord's asset, and the Landlord names the institution and account number on the Tenant's request.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord gives reasonable notice before entering, and 24 hours is presumed reasonable, enters at a reasonable time, and needs no notice in an emergency or where notice is impracticable.

9. Ending the lease and default

Either party ends a tenancy at will with at least 30 days' written notice. If rent is unpaid or a term is broken, the Landlord gives the written notice Maine law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Radon test results, mitigation status and a signed Tenant acknowledgment (Me. Rev. Stat. tit. 14, 6030-D)
- ☐ The residential energy efficiency disclosure statement (Me. Rev. Stat. tit. 14, 6030-C)
- ☐ Any current or recent bedbug infestation, with the last inspection date on request (Me. Rev. Stat. tit. 14, 6021-A)
- ☐ The smoking policy, with a Tenant acknowledgment when smoking is allowed in limited areas (Me. Rev. Stat. tit. 14, 6030-E)
- ☐ A total price disclosure signed by both parties (Me. Rev. Stat. tit. 14, 6030-J)
- ☐ How common-area utilities are shared, when the Tenant pays for them (Me. Rev. Stat. tit. 14, 6024)

Portland limits annual rent increases and requires landlords to register units under its rent control ordinance.

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name