

# Maine Residential Lease

**NOTICE: An Energy Disclosure for rental units in Maine and a DHHS Landlord Radon Disclosure are available from the Maine State Housing Authority at [mainehousing.org](http://mainehousing.org).**

Date: {TodaysDate}

1. **PARTIES.** This Maine Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.**
  - A. **Rent Amount.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
  - B. **Receipts for Cash Payments.** Per 14 M.R.S. § 6022, if Tenant makes any payment in cash, Landlord shall provide a receipt containing the date of the payment, the amount paid, the name of the party for whom the payment is made, the period for which the payment is being made, a statement that the payment is either for rent or for security deposit, the signature of the person receiving the payment, and the name of that person printed in a legible manner. A rent card retained by Tenant and containing the aforementioned information shall satisfy the

requirements of this section.

6. **CHARGES AND FEES.** Once rent is at least 15 days overdue, Tenant shall pay Landlord a late charge of  $\{\text{Late\_Fee}\}$ . **Per 14 M.R.S. § 6028, the late fee may not exceed 4% of the monthly rent.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of  $\{\text{NSF\_Fee}\}$ . Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from  $\{\text{StartDate}\}$  through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of  $\{\text{ProratedRent}\}$ .
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of  $\{\text{SecurityDeposit}\}$  as a security deposit against any breach of this Agreement by Tenant. **Per 14 M.R.S § 6032, the security deposit may not exceed two months' rent.**
  - B. **Escrow Account.** Per 14 M.R.S. § 6038(1), Landlord shall place the security deposit into an escrow bank account under terms that place the security deposit beyond the claim of creditors of Landlord or any other entity or person, including a foreclosing mortgagee or trustee in bankruptcy, and that provide for transfer of the security deposit to a subsequent owner of the Premises or to Tenant in accordance with 14 M.R.S. § 6035. Upon request by Tenant, Landlord shall disclose the name of the institution and the account number where the security deposit is being held.
  - C. **Allowable Charges.** Per 14 M.R.S. § 6033(1)-(2), reasons for which Landlord may retain the security deposit or a portion of the security deposit include, but are not limited to, covering the costs of storing and disposing of unclaimed property, nonpayment of rent, and nonpayment of utility charges that Tenant was required to pay directly to Landlord. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
  - D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **30 days** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return to Tenant the full security deposit or, if there is actual cause for retaining the security deposit or any portion of it, Landlord shall provide Tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it. The written statement itemizing the reasons for the retention of any portion of the security deposit must be accompanied by a full payment of the difference between the security deposit and the amount retained. Landlord shall mail the statement and any payment required to the last known address of Tenant.

- E. **Penalty.** Per 14 M.R.S. § 6033(2), if Landlord fails to provide a written statement or to return the security deposit within the time specified in subsection (D) above, Landlord shall forfeit Landlord's right to withhold any portion of the security deposit.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.**
- A. **Payment Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
- B. **Common Areas.** Per 14 M.R.S. § 6024, a landlord may not enter into a lease or tenancy at will agreement for a dwelling unit in a multi-unit residential building where the expense of furnishing heat or electricity or any other utility to the common areas or other area not within the unit is the sole responsibility of the tenant in that unit, unless both parties to the lease or tenancy at will agreement have agreed in writing that the tenant will pay for such costs in return for a stated reduction in rent or other specified fair consideration that approximates the actual cost of providing heat or utilities to the common areas.
- C. **Deduct from Rent.** Per 14 M.R.S. § 6024-A, if Landlord fails to pay for utility service in the name of Landlord, Tenant, in accordance with 35-A M.R.S. § 706, may pay for the utility service and deduct the amount paid from the rent due to Landlord. In addition, upon a finding by a court that Landlord has failed to pay for utility service in the name of Landlord, the court shall award to Tenant actual damages in the amount actually paid for utilities by Tenant or \$100, whichever is greater, together with the aggregate amount of costs and expenses reasonably incurred in connection with the action. The court may also award to Tenant reasonable attorneys' fees.
11. **SMOKING POLICY DISCLOSURE.** "Smoking" means carrying or having in one's possession a lighted cigarette, cigar, pipe or other object giving off tobacco smoke. Smoking {Smoking} permitted in the Premises. Tenant hereby acknowledges notification of the smoking policy.  
{SignatureBlock\_ALL\_Initials}
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time

Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of  $\{MonthlyRent\}$**  under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the holdover tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction. Landlord's acceptance of partial rent payment does not waive Tenant's breach for which any right of reentry was reserved.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **45 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **45 days'** written notice to Tenant. Per 14 M.R.S. § 6016, Landlord may not increase the rental amount if the Premises is in violation of the warranty of habitability.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's

liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.**

- i. Warranty of Habitability. Per 14 M.R.S. § 6021, Landlord covenants and warrants that the Premises is fit for human habitation. Landlord shall maintain the Premises and make all repairs necessary to keep the Premises in a condition suitable for human habitation.
- ii. Minimum Temperature. Landlord shall maintain a sufficiently high indoor temperature so as not to be injurious to the health of occupants not suffering from abnormal medical conditions. The Premise's heating facilities shall be capable of maintaining a minimum temperature of at least 68 degrees Fahrenheit at a distance of three feet from the exterior walls, five feet above floor level at an outside temperature of minus 20 degrees Fahrenheit. The heating facilities shall be operated so as to protect the building equipment and systems from freezing.
- iii. Misconduct of Tenant. If a defective condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such condition shall not constitute a breach of Landlord's obligations under this paragraph.

B. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
- iv. be responsible for cleaning and routine maintenance;
- v. dispose promptly of all rubbish, garbage, and other waste; and
- vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the

Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

**20. REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Per 14 M.R.S. § 6025, Tenant may not change the lock to the Premises without giving notice to Landlord and giving Landlord a duplicate key within 48 hours of the change. If Tenant changes the lock and does not provide Landlord with a duplicate key, in the case of emergency Landlord may gain admission through whatever reasonable means necessary and charge Tenant reasonable costs for any resulting damage. If Tenant changes the lock and refuses to provide Landlord with a duplicate key, Landlord may terminate the tenancy with a 7-day notice.

C. **Tenant's Repair and Deduct Remedy.** Per 14 M.R.S. § 6026, if Landlord fails to maintain the Premises in compliance with the law and the reasonable cost of compliance is less than \$500 or an amount equal to one-half the monthly rent, whichever is greater, Tenant shall notify Landlord in writing of Tenant's intention to correct the condition at Landlord's expense. If Landlord fails to comply within 14 days after being notified by Tenant in writing by certified mail, return receipt requested, or as promptly as conditions require in case of emergency, Tenant may cause the work to be done with due professional care with the same quality of materials as are being repaired. Installation and servicing of electrical, oil burner, or plumbing equipment must be by a professional licensed pursuant to Title 32 M.R.S. After submitting to Landlord an itemized statement, Tenant may deduct from Tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection. This subsection does not apply to repairs of damage caused by Tenant or Tenant's invitee.

**21. USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use,

possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

## 22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

## 24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may obtain possession of the Premises in any manner provided by law. Landlord may relet the Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term, if this Agreement had continued in force, and the net rent for such period realized by

Landlord by means of such reletting. Landlord shall use reasonable efforts to re-rent the Premises in order to mitigate damages.

C. **Personal Property.** Per 14 M.R.S. § 6013, any personal property that remains in the Premises after entry of judgment in favor of Landlord or that is abandoned or unclaimed by Tenant following Tenant's vacating the Premises must be disposed of as follows:

- i. Place in Storage. Landlord shall place in storage in a safe, dry, secured location any personal property that is abandoned or unclaimed by Tenant following Tenant's vacating the Premises.
- ii. Notice to Tenant. Notice to Tenant by Landlord is governed by this subsection. Notice may be sent at any time after entry of judgment in favor of Landlord or after Tenant has vacated the Premises.
  - a. If Tenant is still in possession of the Premises, Landlord shall send written notice by first-class mail with proof of mailing to Tenant at the address of the Premises of Landlord's intent to dispose of, in accordance with subsection (v), any property remaining in the Premises following the Tenant's vacating the Premises. Notwithstanding subsections (iii) and (v), the notice provided pursuant to this paragraph may not limit the time in which Tenant may claim the property to less than 7 days following the mailing of the notice or 48 hours after service of the writ of possession, whichever period is longer.
  - b. If Tenant has vacated the Premises, Landlord shall send written notice by first-class mail with proof of mailing to the last known address of Tenant concerning Landlord's intent to dispose of the property stored pursuant to subsection (i). The notice must include an itemized list of the items and containers of items of the property and advise Tenant that if Tenant does not respond to the notice within 7 days Landlord may dispose of the property as set forth in subsection (v).
- iii. Release of Property Claimed. If Tenant claims the property within 7 days after the notice under subsection (ii) is sent, Landlord shall release the property to Tenant and may not condition release of the property to Tenant upon payment of any fee or any other amount that may be owed to Landlord by the Tenant.
- iv. Continuation of Storage for Claimed Property. If Tenant responds to the notice sent pursuant to subsection (ii), Landlord shall continue to store the property for at least 14 days after Landlord sent the notice.
- v. Conditional Release; Sale or Disposal. Landlord shall comply with the following:
  - a. If Tenant makes an oral or written claim for the property

within 7 days after the date the notice described in subsection (ii) is sent, Landlord may not condition the release of the property to Tenant upon Tenant's payment of any rental arrearages, damages, and costs of storage as long as Tenant makes arrangements to retrieve the property by the 14th day after the notice described in subsection (ii) is sent.

- b. If Tenant makes the claim as set forth in paragraph (a) but fails to retrieve the property by the 14th day, Landlord may employ one or more of the remedies described in paragraph (d).
- c. If Tenant does not make an oral or written claim for the property within 7 days after the notice described in subsection (ii) is sent, Landlord may employ one or more of the remedies described in paragraph (d).
- d. With regard to any property that remains unclaimed by Tenant in accordance with this subsection, Landlord may take one or more of the following actions:
  - I. condition the release of the property to Tenant upon Tenant's payment of all rental arrearages, damages, and costs of storage;
  - II. sell any property for a reasonable fair market price and apply all proceeds to rental arrearages, damages, and costs of storage and sale. All remaining balances must be forwarded to the Treasurer of State; or
  - III. dispose of any property that has no reasonable fair market value.

## 25. QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.

A. **Tenant Responsibilities.** Per 14 M.R.S. § 6025, Tenant may not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Tenant may not change the lock to the Premises without giving notice to Landlord and giving Landlord a duplicate key within 48 hours of the change. A victim may change the locks to the Premises at the victim's expense. If the victim changes the locks to the Premises, the victim shall provide Landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, "victim" has the same meaning as in 14 M.R.S. § 6000(4).

B. **Notice; Damages.** Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant reasonable notice of Landlord's intent to enter and shall enter only at reasonable times. **Twenty-four hours** is presumed to be a reasonable notice in the

absence of evidence to the contrary. An emergency when the welfare of an animal is at risk as described in 14 M.R.S. § 6025-A is grounds for permitting entry without 24 hours' notice. If Landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing Tenant, Tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if Tenant obtains a judgment after a contested hearing, reasonable attorneys' fees.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28. **GROUND FOR TERMINATION OF THE TENANCY.**
  - A. **Termination by Landlord.** Landlord may terminate this Agreement if:
    - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
    - ii. Tenant misrepresents any material fact on Tenant's rental application;
    - iii. per 14 M.R.S. § 6002(1), the tenancy may be terminated upon 7 days' written notice in the event that Landlord can show, by affirmative proof, that:
      - a. Tenant, the Tenant's family, or an invitee of Tenant has caused substantial damage to the Premises that Tenant has not repaired or caused to be repaired before the giving of the notice provided in this subsection;
      - b. Tenant, the Tenant's family, or an invitee of the Tenant caused or permitted a nuisance within the Premises, has caused or permitted an invitee to cause the Premises to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy; or

- c. Tenant is 7 days or more in arrears in the payment of rent;
- iv. per 14 M.R.S. § 6030-D, if a test of Premises reveals a level of radon of 4.0 picocuries per liter of air or above, then either Landlord or Tenant may terminate this Agreement with a minimum of 30 days' notice; or
- v. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- ii. Landlord breaches the warranty of habitability described by the maintenance responsibilities in this Agreement;
- iii. per 14 M.R.S. § 6030-D, if a test of Premises reveals a level of radon of 4.0 picocuries per liter of air or above, then either Landlord or Tenant may terminate this Agreement with a minimum of 30 days' notice; or
- iv. otherwise provided by law.

29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party

personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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