

Maine State Library

Digital Maine

Transportation Documents

Transportation

12-13-2005

Lease : Master (Form PM-6), 2005

Maine Department of Transportation

Follow this and additional works at: https://digitalmaine.com/mdot_docs

LEASE

This **INDENTURE** made and entered into this _____ day of _____, 1998, by and between _____, whose address is _____, for itself, its successors and assigns (hereinafter called the “Lessor”), and the **STATE OF MAINE, DEPARTMENT OF TRANSPORTATION**, (hereinafter called the “State”),

WITNESSETH:

1. **GRANT:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree that the Lessor does hereby lease, demise and let to the State the property described in Item 2 below.

2. **PREMISES:** Unit #3, located at _____ in the City/Town of _____, _____ County, State of Maine. The area to be leased is _____.

3. **TERM:** To have and to hold the said premises with its appurtenances for the term beginning January 2, 1999 and ending March 1, 1999 except as hereinafter provided.

4. **RENEWAL:** None.

5. **ASSIGNABILITY:** The State shall not assign this lease in any event, and shall not sublet the demised premises except to a tenant approved by the Lessor, and will not permit the use of said premises by anyone other than the State, such sublessee and the agents and servants of the State and of such sublessee.

6. **RENTAL: YIELDING AND PAYING THEREFOR** a monthly rent of Nine Hundred and no/100 Dollars (\$900.00), for the term of this lease, said rent to be paid in advance.

7. **SECURITY DEPOSIT:** The Lessee paid to A. & S. Associates a security deposit of Six Hundred Forty-five and 50/100 Dollars (\$645.50) at the time of occupancy of the premises. This security deposit shall be returned to the Lessee at the end of the term of this lease upon delivery of the premises to the Lessor in the same condition they were in at the time of their original occupancy, normal wear and tear expected.

8. **CASUALTY DAMAGE:** If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render a

portion of the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

The Lessor shall issue a partial refund of rentals paid in advance for the period of time that the premises are only partially habitable.

9. **COVENANTS OF STATE:** The State does hereby covenant and agree with the lessor that it will:

- (a) Pay the said rent at the times and in the manner aforesaid;
- (b) Use and occupy said premises in a careful and proper manner as an office and storage facility;
- (c) Permit the Lessor or its agent entrance at all reasonable hours and upon 24 hours notice to said premises to inspect the same and to make such repairs as are necessary for the safety, comfort and preservation of the building;
- (d) Not commit or suffer any waste on said premises;
- (e) Not permit any other person to carry on therein any offensive trade or business;
- (f) Not use the premises for any purpose other than a governmental purpose;
- (g) Peaceably quit and deliver up the premises to the Lessor at the termination of this lease in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease;
- (h) Furnish at its own expense all electricity, heat and telephone during its occupancy of the building;
- (i) Be responsible for cleaning the premises.
- (j) Carry general liability insurance naming both the Lessor AND the Lessee as parties to be insured against any and all claims and demands for losses arising out of the Lessee's occupancy of the premises.

10. **COVENANTS OF LESSOR:** The Lessor on its part covenants and agrees with the State that it will:

- (a) Allow the State to occupy the premises for the aforementioned purposes during the term aforesaid free from the lawful claims of all other persons;
- (b) Assume responsibility for all necessary exterior maintenance as well as removal of trash and snow and maintenance of hallways and restrooms;
- (c) Pay real estate taxes, insurance premiums, water and sewer assessments when due;
- (d) Carry fire and extended coverage casualty insurance on the premises during the entire term of this lease in an amount equal to at least 80% of the valuation of the improvements thereon, written by some reliable insurance company or companies authorized to do business in Maine;
- (e) Make alterations to the premises at Lessor's expense in accordance with the plans agreed upon between the parties.

11. **NOTICES:** Any notices required or permitted hereunder shall be in writing and shall be sent certified mail, return receipt requested, addressed to the Lessor or the State as the case may be, at the addresses specified hereinbelow or at such other address as a party hereto may have hereafter specified by written notice hereunder:

LESSOR:

LESSEE: State of Maine
Department of Transportation
State House Station 16
Augusta, Maine 04330
Attention:

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and date first above written.

In the Presence of:

By:_____

In the Presence of:

By_____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

**STATE OF MAINE
CUMBERLAND COUNTY, SS.**

Personally appeared before me, the undersigned Notary Public, _____
_____ who acknowledged the foregoing instrument to be his free
act and deed and the free act and deed of _____

My Commission Expires

Notary Public

(Printed Name)

**STATE OF MAINE
KENNEBEC COUNTY, SS.**

Personally appeared before me, the undersigned Notary Public, John G. Melrose, the
Commissioner of the Department of Transportation of the State of Maine, who acknowledged
the foregoing instrument to be his free act and deed and the free act and deed of the State of
Maine, Department of Transportation.

My Commission Expires:

Notary Public

(Printed Name)