



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

University of Southern Maine Lease of
University Owned Property

RFP #05-17

Issued Date: July 13, 2016

Response Deadline Date/Time: August 12, 2016, 5:00 PM EST

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Submitted electronically to roger.ward@maine.edu
Email Subject Line – USM White House Properties – RFP #05-17

Response Contact Information:

Strategic Sourcing Manager: **Ryan Ward**
Email: roger.ward@maine.edu Phone: **(207) 581-2712**

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SECTION 1

1.0 General Information

1.1 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Tenant." The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.2 Purpose

The **University of Southern Maine** is making available pursuant to a proposed master lease agreement six (6) certain lots, together with the buildings and improvements thereon, situated in the City of Portland, County of Cumberland, and State of Maine, which lots are commonly and collectively known as the "Chamberlain Street White House" properties. This solicitation is intended to elicit responses from entities who would lease the facilities for a period of 5-years and would put them to productive use during that time pursuant to the requirements of this solicitation and proposed contract. The University's goals are to see the facilities have a productive use, to see reasonable benefits of the agreement accrue to the master lessee, and to ensure the operation and maintenance obligations are fulfilled by the master lessee. The University is beginning a master planning process and is not prepared to make a permanent determination regarding these facilities or parcels, so will not entertain purchase offers at this time. The University intends for this initiative to result in temporary productive uses of the facilities as preferable to permitting the facilities to remain vacant and underutilized.

1.3 Background

The University of Southern Maine is the owner of six (6) lots on Chamberlain Street. The premises are currently used as administrative / office space, but are constructed as conventional-style residences which have been put to educational office type use.

In March 2015 the Board of Trustees authorized this lease by voting in a public meeting to authorize the University "to sell, lease or otherwise transfer certain interests in real estate, buildings and land on Chamberlain Avenue.....in Portland including, without limit, the right to enter into long-term leases; provided, however, that the University may not sell or permanently transfer its interest in the underlying fee estate at these locations; that all transactions are subject to final review and approval of the University Treasurer and General Counsel....."

See Attachment A for detailed list of properties. See the proposed lease agreement for the uses which the University is encouraging be explored within the constraints of law and other regulatory requirement.

1.4 Eligibility to Submit Responses

1.4.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document. **Higher education institutions, public or private, and / or employees of higher education institutions, public or private, are not eligible to submit responses to this RFP.**

1.5 Evaluation Criteria

Scoring Weights: The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria.

Submission Requirements	Category	Points
Section 4 (4.1)	Organizational Qualifications, Experience, Financial Stability, References	35
Section 4 (4.2)	Fiscal Response	20
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 5 (5.1)	Master Lease and Management Agreement, & Sublease Agreement	35
	Total Points	100

Section 4 (4.5 Only) – Fiscal Response

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The highest fiscal response will be awarded the total points. Responses with lower fiscal response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$$(\text{Cost-bid of response being scored} / \text{Highest submitted cost-bid response}) \times (20) = \text{pro-rated score}$$

Best and Final Offers: All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will not be given another opportunity to modify pricing once submitted.

Attachment A – Master Lease and Management Agreement, & Exhibit D - Sublease Agreement

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.

1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Mandatory Respondents' Pre-Bid Conference	July 19, 2016, 1:00 PM EST
Section 1, 1.7	Deadline for Written Inquiries/Questions	July 25, 2016 End of Business
Section 1, 1.7	Response to Written Inquiries/Questions	August 4, 2016 End of Business
Section 1, 1.16	Deadline for Proposal Submission	August 12, 2016 5:00 PM EST
	Estimated Award Announcement (subject to change)	September 16, 2016
	Estimated Agreement Start Date (subject to change)	October 1, 2016

1.7 Respondents' Pre-bid Conference

A conference will be held on July 19, 2016 at 1:00 PM EST. The purpose of this conference is to answer questions and provide clarification as may be required. Respondents will be given a tour of the properties that are to be leased. Attendance by all prospective Respondents is **mandatory**.

The Pre-bid Conference will be held at one of the six (6) properties to be leased, 1 Chamberlain Avenue, Portland, Maine followed by a tour of the remaining five (5) properties to be leased.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the **Response Contact Information email address** provided on the cover sheet of this document no later than 6:00 PM EST on Monday, July 18, 2016 with the name(s) and title(s) of the individual(s) who will attend.

1.8 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.9 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.6 Timeline of Key Events** for deadline requirements.

1.10 Award

The University may select the Respondent which, in its own opinion, has provided a proposal that is the most responsive and most responsible to the University's mission and may award the Contract to that Respondent. The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the highest bid response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, a Agreement may be awarded to that Respondent without further action. **While the University intends to award a Master Agreement to a single respondent, it reserves the right to award Agreement(s) to one or multiple Respondents or to make no award whatsoever in the University's sole discretion, if such award is in the best interest of the University.**

1.11 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge.

1.12 Contract Lease Term

The Master Lease and Management Agreement shall be for a period of five (5) years and estimated to commence on October 1, 2016 and shall terminate on September 30, 2021, unless terminated earlier as provided in the Master Lease and Management Agreement.

1.13 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will

issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.14 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.15 Debarment

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.16 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.17 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.18 Non-Responsive Submissions

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.19 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

It is the sole responsibility of the Respondent to ensure that the response is received by the University at the time and date stated on the cover page of this document. Any problems associated with transmission of the response including, but not limited to, failure or delay of transmission, or any reasons outside of Respondent's control, such as failure of the electrical grid or failure of internet service provider are the sole responsibility of the Respondent and will not result in any extension of the Response Deadline. Respondent will receive a confirmation email from the University acknowledging the receipt of response.

1.20 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.21 Tenant's Liability Insurance

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella

insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine System

Risk Manager

Robinson Hall

46 University Drive

Augusta, Maine 04330

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

1.22 Pricing

See Attachment A - Master Lease & Management Agreement Section 3 – Rent.

1.23 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the follow precedence will apply:

1. University of Maine System Master Lease and Management Agreement
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)
5. Purchase Order or Letter of Agreement

The winning Respondent must enter into a formal University of Maine System Lease Contract, which is attached to this response, **University of Maine System, Master Lease and Management Agreement**. Respondent's submission requirements for the Master Lease and Management Agreement are provided in **Section 4.0** of this document.

1.24 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.25 Facility Renovation and Depreciation

See Attachment A - Master Lease & Management Agreement Section 6(a).

1.26 Environment Compliance

See Attachment A – Master Lease & Management Agreement Section 9(d).

SECTION 2

2.0 Scope

The University of Southern Maine, intends to enter into a lease contract with a Tenant for six (6) University owned properties best known as the “White House” Properties. See **Attachment A – Description of Premises** for details of location of the six (6) properties to be leased.

The six (6) properties detailed in **Attachment A, Exhibit A – Description of Premises** is currently occupied by University personal for use of office space and will be vacated no later than September 1, 2016.

The University mission statement and goals, as well as the City of Portland, Maine local zoning and permitting requirements limits the use of the buildings. The University excludes from participation and will not consider responses provided by:

- A. Higher Education Institutions to include, but not limited to, higher education institutions that are non-profit, for-profit, public or private and companies providing responses on behalf of higher education institutions.
- B. Employees of higher education institutions.

Intended uses **not allowed** include, but not limited to:

- A. Retail Activities Prohibited:
 - 1. Sale of any alcoholic beverages
 - 2. Sale of any tobacco or tobacco-related products
 - 3. Sale of books (e.g. bookstore)
 - 4. Sale of computer and software products
 - 5. Sale or preparation of food and / or beverage products
 - 6. Sale of medical and / or recreational Marijuana
 - 7. Mail and / or photocopy services
- B. Businesses determined by the University to be non-conforming to University mission statement and goals.

SECTION 3

3.0 Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

3.1 General Format Instructions

- 3.1.1 **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

- 3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.
- 3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible.

All information should be presented in the same order and format as described in this document.

- 3.1.4 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

- 3.1.5 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

SECTION 4 – Organizational Qualifications, Experience, Financial Stability, References; Costs / Bid; & Economic Impact Within State of Maine

Respondents shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Inaccuracies, misstatements, or failure to provide all information may be sufficient cause for rejection of the proposal or rescission of an award. Respondents are encouraged to provide any additional information that may be useful in the evaluation process. Responses to each requirement below should be in order and each response shall have a specific tab identifying the contents of that section. In order to be considered, all proposals to lease University owned properties known as the “White House” Properties must include the following:

4.1 Organizational Qualifications, Experience, Financial Stability, References – 35 Points

1. Provide Company History and Background – Provide information about any relevant experience in operating / managing multiple properties for residential and / or commercial operation in this market or a similar market. Information should include, but not limited to, number of years in business, number of years offering / supporting the proposal, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held or a non-profit entity?
2. Management and organizational plan to include, at a minimum, names and general experience of key management.
- 3.
4. List any pending litigation to which the Respondent is a party including the disclosure of any outstanding judgement(s).
5. Provide proof of licensing and / or certification if applicable.
6. The Respondent shall provide with the response proof of financial stability in the form of letter of credit from a bona fide financial institution or other financial information sufficient to enable the Respondent to be capable of fulfilling the proposed agreement.
7. The Respondent shall identify the source of the investment capital and the names of all individuals and / or institutions proposed to have a security interest in the leasing of the properties.
8. References: Provide at least three (3) current professional references who may be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein. We will request that the references include

one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

4.2 Fiscal Response – 20 Points

1. Financial Return to the University: Please provide a description of the annual financial return to the University. Respondents shall include / address in their Financial Return to the University:
 - a. How much does the Respondent intend to invest, if any, in the properties? (5 Points)
 - b. What percentage of revenue, if any, will the Respondent provide to the University? (5 Points)
 - c. What is the minimum guaranteed revenue, if any, to the University over the full term of the agreement? If the estimated total revenue is greater than the guaranteed minimum, please explain. The University reserves the right to award points under this item based on the guaranteed amount, the estimated total amount or a combination of both. (10 Points)
2. The Respondent must submit a fiscal response that covers the entire period of the Agreement.
3. The fiscal response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included

4.3 Economic Impact within the State of Maine – 10 Points

In addition to all other information requested within this document, each Respondent must complete Appendix B of its response to describing the Respondent's economic impact upon and within the State of Maine.

SECTION 5 – Master Lease and Management Agreement & Sublease Agreement – 35 Points

Section 5.1 Master Lease and Management Agreement & Sublease Agreement

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Master Lease & Management Agreement**. By submitting a response to a Request for Proposal, bid, or other offer to do business with the University of Maine System, your entity understands and agrees that the attached University of Maine System, Master Lease & Management Agreement is the required agreement format.

In addition, the Respondent must also agree to use the University of Maine System Sublease Agreement, which is attached to this response, for any Subtenants that may occupy the properties.

As part of their submission, the Respondent is encouraged to accept in their entirety the format and terms and conditions of both the Master Lease Management Agreement and the Sublease Agreement. **Responses which indicate full acceptance of the terms and conditions of both agreements will receive the total points noted in the table above, while responses with language adjustments in either or both agreements will have point reductions based on University legal and risk assessment, which the University has sole discretion to make.** To signify acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement, the Respondent will sign the attached document and provide it as part of their response.

Any Respondent that requires adjustments to the terms and conditions other than what is part of the Respondent's submission will be required to provide the requested adjustments in their response as outlined directly below.

5.1.1 Respondent shall provide a red-lined copy of Attachment A (the master lease and sublease agreements that are expected to be used when carrying out the work that may result from this solicitation) showing any and all changes, if any, which the respondent would seek in that Agreement in order to execute it should the responded be awarded an agreement in whole or in part as a result of this solicitation. The University seeks acceptance of the agreement as presented and reserves the right to accept or reject any redline changes that are requested.

For a copy of the word version of the Agreement(s) email the contact provided in **Section 1.9**.

Section 5.2 Master Lease and Management Agreement & Sublease Agreement Technical and Material Adherence

5.2.1. Narrative response:

Respondents must provide in their response a detailed narrative description of intended use of the properties known as the “White Houses”. Respondent’s narrative should contain a level of detail sufficient to allow the University to determine the Respondent’s intentions, evaluate the response for compliance and comparison with the particulars of the solicitation and can judge the response to the extent that adherence to the solicitation and the information provided about how the agreement would be fulfilled can illuminate the quality of the proposal itself.

The Respondent’s narrative shall cover the full length of the Master Lease and Management Agreement of five (5) years. The University reserves the right to consider any element of the narrative with regard to the requirements of the master lease and sublease, but the University requires the narrative to include information about at least the following provisions of the Master Lease and Management Agreement & Sublease Agreement:

5.2.1.1 Pursuant to the preamble and in section 1-A, describe how and to what extent the respondent intends to fulfill the housing and other preferred uses of the properties as described in the of the master lease portion of Attachment A.

5.2.1.2 Pursuant to Section 6(a), provide a description of planned improvements including, but not limited to, the building(s), utilities, waste disposal, and ground(s). Include an estimated time frame for improvements.

6.0 SECTION 6 List of Appendices and Related Documents

This section lists documents which are included.

- 6.1 Appendix A – University of Maine System Response Cover Page
- 6.2 Appendix B – Maine Economic Impact Form
- 6.3 Attachment A - University of Maine System, Master Lease and Management Agreement

Appendix A – University of Maine System Response Cover Page

RFP #05-17

University of Southern Maine Lease of University Owned Property

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature

Date

Name and Title (Typed)

Appendix B – Economic Impact Form

University of Maine System ECONOMIC IMPACT FORM

RFP #05-17

University of Southern Maine Lease of University Owned Property

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

In addition to all other information requested within this RFP, each Bidder should complete the tables below to quantify the Bidder's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
Total <u>overall</u> Recent Economic Impact	\$

Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments to be made to Maine-based subcontractors in future 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine to be made in future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine to be made in future 24-month period as a result of the awarded contract	\$
Total Projected Economic Impact <u>only</u> from awarded contract, if selected	\$

Attachment A – Master Lease and Management Agreement

MASTER LEASE AND MANAGEMENT AGREEMENT

“WHITE HOUSE” PROPERTIES – PORTLAND, MAINE

THIS MASTER LEASE AND MANAGEMENT AGREEMENT (this “Lease”) is made as of this _____ day of _____, 2016, by and between the **UNIVERSITY OF MAINE SYSTEM**, a body politic and corporate and an instrumentality and agency of the State of Maine having a mailing address of 5703 Alumni Hall, Orono, Maine 04469-5703 (in this Lease, called “Landlord”) and _____ (in this Lease, called “Tenant”).

WITNESSETH

WHEREAS, Landlord is the owner of those six (6) certain lots, together with the buildings and improvements thereon, situated in the City of Portland, County of Cumberland, and State of Maine, which lots are commonly and collectively known as the “White Houses” and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the White Houses are hereinafter collectively referred to in this Lease as the “Premises”); and

WHEREAS, the Premises are currently used as administrative/office space, but are improved with conventional-style residences that could be converted (or re-converted) to housing stock and/or professional office space including office space for charitable, non-profit and/or governmental or quasi-governmental entities (the “Preferred Uses”) to the extent permitted by local zoning; and

WHEREAS, Tenant wishes to convert (or re-convert) the Premises to housing stock and/or space for other Preferred Uses, sublease the Premises as residential rental properties, and perform property management services in connection with the same, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the lease of the Premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant hereby agree as follows:

1. **PREMISES LEASED.** Landlord does hereby lease the Premises to Tenant, and Tenant does hereby lease the Premises from Landlord, on the terms and conditions hereinafter set forth. Tenant agrees to fully cooperate with Landlord in the use of the Premises, and agrees to comply with all reasonable rules from time to time imposed by Landlord respecting the use of same. Disregarding such rules shall

constitute a breach of this Lease. Tenant acknowledges that Tenant has inspected the Premises and that it accepts same in their current “as-is” condition.

1-A. **SUBLEASING; OCCUPANCY.** Tenant shall use and manage the Premises only to the extent permitted by local zoning and permitting requirements as residential rental properties, for the Preferred Uses, and for no business or other purposes except as may first be approved by Landlord in writing. In subletting the Premises, Tenant agrees to use the Sublease form attached hereto as Exhibit D and incorporated herein by reference (hereinafter, the “Sublease”).

2. **TERM.** Tenant shall have and possess the Premises for an initial term of five (5) years, commencing on _____, 201_ and expiring on _____, 202_, unless extended or sooner terminated as provided herein.

3. **RENT.** In consideration of Tenant’s agreement to convert (or reconvert) the Premises to housing stock at Tenant’s sole cost and expense and to provide property management services for the Premises in accordance with the terms and conditions of this Lease, Landlord agrees that no base rent or fees whatsoever shall be due from Tenant, who shall recoup all costs and expenses relating to the rehabilitation, re-fitting, renovation, operation, maintenance and management of the Premises under this Lease by retaining 100% of all subtenant rents collected under the Sublease; provided, however, that during the term of the Lease, Tenant shall be responsible for (a) all real estate taxes assessed against the Premises; (b) all utilities supplied to the Premises, including, without limitation, all costs and expenses relating to gas, water, sewer, heat, air conditioning, hot water, electricity, telephone, internet and cable television services to the Premises; and (c) all operating costs for the Premises, including, without limitation, (i) all costs of any insurance carried by Landlord related to the Premises; (ii) all costs for cleaning and janitorial services for the Premises; (iii) all costs of maintaining the Premises, including the operation and repair of heating and air conditioning equipment and any other building equipment, capital and non-capital roof repairs and all other repairs, improvements and replacements of any nature whatsoever required by law or otherwise necessary to keep the Premises in a well-maintained condition in Landlord’s reasonable discretion; (iv) all costs of snow plowing and snow and ice removal, sanding, salting, landscaping and grounds care, include the paving, maintenance and striping of all parking areas; and (v) all other reasonable costs relating to the operation, maintenance and management of the Premises by Tenant; it being understood that, except as otherwise expressly provided herein, this Lease and Tenant’s obligations hereunder shall be on an “all-inclusive” basis with all costs, charges and expenses of every kind or nature borne directly by Tenant.

4. **SECURITY DEPOSIT.** There is no security deposit for Tenant’s performance under this Lease. As to any subleases contemplated hereunder, Tenant agrees to comply fully with all Maine laws pertaining to the collection, accounting and application of residential tenant security deposits, and shall act at all times in accordance with the terms of any Sublease.

5. **UTILITIES.** In accordance with Section 3 herein, Tenant shall pay (or arrange subtenant payment) directly for all charges for all utilities supplied to the Premises, including, without limitation, all costs and expenses relating to gas, water, sewer, heat, air conditioning, hot water, electricity, telephone, internet and cable television services to the Premises, and accounts for such utilities shall be set up by Tenant in Tenant's own name (or by subtenant in subtenant's name, as the case may be). Tenant agrees to maintain heat at a reasonable level in the Premises so that water pipes do not freeze and to comply with any and all state or local statutes pertaining to the heating of residential premises. Landlord shall have no obligation to provide utilities or equipment other than those utilities and equipment within the Premises as of the commencement date of this Lease. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation and at Tenant's sole cost. Landlord will not be liable in the event of any interruption in the supply of utility services to the Premises.

6. **MAINTENANCE, REPAIRS AND CONDITION AT SURRENDER OF PREMISES.**

(a) **Maintenance by Tenant; Renovations; Improvements; Alterations.** Tenant shall be responsible for all renovations and improvements to the interior and exterior of the Premises as contemplated by this Lease, which work shall be performed by vendors or contractors selected by Tenant in Tenant's reasonable discretion; provided, however, that all such vendors or contractors shall be appropriately trained, licensed or certified to perform such work and shall carry liability insurance in such amounts and with such coverages as are reasonable and customary for the work to be performed; and provided further that (i) all such work shall be in compliance with all laws, ordinances and regulations of any governmental authorities having jurisdiction over such work; and (ii) all governmental permits required in connection with such work shall be obtained prior to the commencement thereof. Prior to commencing initial renovation work on the Premises (or any part thereof) Tenant shall prepare a schedule of proposed improvements in reasonably sufficient detail (the "Work Schedule") for Landlord's reasonable consent in advance of the commencement of any work. Tenant may paint or paper any portion of the interior or exterior of the Premises and may make any and all alterations, decorations, additions, affixations, or improvements to the interior or exterior of the Premises as Tenant may desire subject to Landlord's reasonable prior consent via the Work Schedule as to initial renovation work, and as to any subsequent work during the Term, Landlord's prior consent shall be required only in the event that Tenant proposes to undertake single renovation or improvement project at the Premises (or any part thereof) having an aggregate value of \$2,500 inclusive of labor and materials. Any and all materials installed in or affixed to any portion of the Premises by Tenant including, without limitation, all paneling, decorations, partitions, wall-to-wall carpeting, hardwood flooring, tile, storm windows, storm doors, screens, countertops, heating and cooling units, fixtures and appliances shall become a part of the Premises upon installation or affixing of the same; provided, however, Tenant may within a reasonable time upon termination of this Lease remove and salvage any or all such materials from the Premises at Tenant's sole cost and expense. Tenant shall not suffer or permit any lien of any nature or description whatsoever to be placed against the Premises or any portion thereof, and Landlord's consent to any Tenant alterations, additions, renovations, improvements and/or other Tenant work pursuant

to this Section 6(a) shall not be construed as Landlord's consent to any such lien. In the case of any such lien attaching by reason of the conduct of Tenant or Tenant's vendors or contractors, Tenant shall immediately pay and remove the lien or otherwise bond against and discharge the same, at Tenant's sole cost and expense, within ten (10) days after written request by Landlord. This provision shall not be interpreted to mean that Tenant has any authority or power to permit any lien of any nature or description whatsoever to attach or to be placed upon the Premises or any portion thereof. Tenant agrees to maintain the Premises in a good, clean and safe condition at all times. All garbage and trash must be placed in suitable containers to be provided by Tenant and shall be emptied on a regular basis at Tenant's sole cost and expense. Tenant shall be responsible for recycling any and all recyclable materials as provided by the City of Portland, and shall be responsible for supplying Tenant's own trash bags and/or other payment of any other garbage disposal fees for Tenant's own garbage. Tenant shall further perform or cause to be performed whatever maintenance, inspections or certifications are required (including payment of fees) related to the boiler/pressure vessel registrations attached at Exhibit C.

- (b) Snow Plowing/Lawn Care. Tenant is responsible for snow plowing and removal from accessways and other areas of the Premises. In the event that Landlord makes arrangements for snow removal service to the Premises, Tenant shall be responsible for payment of all such costs upon demand by Landlord. Tenant shall be responsible for all mowing, raking and lawn care of the Premises, and shall maintain the grounds in a reasonably trim and kept appearance at all times.

- (c) Tenant's Personal Property; Insurance. Any personal property of Tenant kept at the Premises shall be kept at the sole risk of Tenant. Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam or otherwise, while on the Premises, unless arising from the omission, fault, negligence or other misconduct of Landlord. Tenant shall insure Tenant's personal property and liability and Tenant's property shall be the sole responsibility of Tenant. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having an adequate insurance policy which shall name Landlord as an additional insured, including coverage for Tenant's liability in amounts and with such carriers as shall be approved by Landlord. In addition to Tenant's maintenance of Tenant's own insurance, Tenant shall be liable to Landlord's insurance company in subrogation for any damages resulting from Tenant's own negligence.

- (d) Tenant's Obligations at End of Term. At the expiration of the term, Tenant shall surrender the Premises to the Landlord in its then-current state; subject, however, to Tenant's right to remove and salvage any or all materials installed or affixed to the Premises as set forth in Section 6(a) herein. All property left behind by Tenant will be at Tenant's risk and will be stored and, ultimately, sold or otherwise disposed of by Landlord in accordance with Maine law.

- (e) Radio/television/satellite aerials. Aerials, dishes, satellite receivers and any similar installations (other than those already in place) and signs of any kind shall not be placed or erected on the roof or exterior of the Premises or windows without Landlord's prior written consent as to location and method of installation. Any such permitted installations shall be installed at Tenant's own risk and shall remain the full responsibility of Tenant.
- (f) Landlord's Maintenance Right. Landlord reserves the right, upon reasonable advance notice (in all but emergency cases to be more than 24 hours), to enter the Premises to conduct maintenance or repairs to the Premises in the event Tenant is in breach of its maintenance obligations hereunder, and to charge the reasonable costs incurred by Landlord to Tenant. The foregoing is not an obligation or undertaking on the Landlord's part to conduct any maintenance.

7. **ASSIGNMENT AND SUBLETTING.** Tenant may freely sublease the Premises or any part thereof without Landlord's prior written consent provided that Tenant shall use the Sublease form attached hereto as Exhibit D. Tenant acknowledges that Landlord may sell the Premises during the term of this Lease, in which case Landlord's interest under this Lease shall be automatically assigned to the purchaser of the Premises, and all of Tenant's obligations shall remain in full force and effect.

8. **DESTRUCTION OR DAMAGE BY FIRE, EMINENT DOMAIN OR CASUALTY.** In the event that the Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Premises are thereby rendered untenable, then either Landlord or Tenant may terminate this Lease upon written notice to the other; provided, however, that in the case of any such taking, damage or destruction, Landlord shall in no event be responsible for reimbursing Tenant for any costs then expended or otherwise incurred by Tenant in connection with Tenant's efforts to rehabilitate, renovate and/or re-fit the Premises for residential use and/or to provide property management services to the Premises.

In the event of any damage to the Premises due to electrical, plumbing, water leak or fire, or in the event the electrical, heating or plumbing system needs repairs, Tenant agrees to take reasonable steps to limit or mitigate the damage to the Premises.

9. **DEFAULT AND INDEMNIFICATION.**

- (a) Tenant's Default: Unless otherwise provided by applicable law, Tenant shall in no event be in default on the performance of any of its obligations hereunder unless and until Tenant shall have failed to perform such obligations within fifteen (15) days or such additional time as is reasonably required to correct any such default after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligation. If Tenant shall default in the performance of any of Tenant's obligations hereunder beyond the expiration of said fifteen (15) day grace period or such additional time as is reasonably required to correct such

default, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer (eviction), and Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies mail or hand deliver a notice of termination addressed to Tenant at the Premises, and upon such delivery or mailing this Lease shall terminate. Landlord's termination of this Lease shall not terminate or defeat Landlord's right to recover rent and damages.

- (b) Landlord's Default: Unless otherwise provided by applicable law, Landlord shall in no event be in default on the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation. Moreover, unless otherwise provided by applicable law, Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to and shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord to respond in monetary damages from their assets, other than their interest in the Premises.
- (c) Indemnification. Tenant will defend and, except to the extent caused solely by the negligence or willful conduct of Landlord, will indemnify Landlord and its employees and agents, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the Premises or any part of Landlord's property, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Premises. Tenant shall also pay Landlord's expenses, including reasonable attorneys' fees, incurred by Landlord in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Tenant's breach of any provisions of this Lease. The provisions of this Section 9(c) shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither Landlord, its employees or agents shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the Premises or any part thereof, or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the Premises or due to any act or neglect of Tenant or of any subtenant, employee or visitor of Tenant. Without limitation, this

provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Premises, whether owned by Tenant or others. The foregoing shall not constitute a waiver by the Landlord of any provision of the Maine Tort Claims Act, 14 M.R.S. § 8101 *et seq.*

- (d) In the event that the Tenant's (or any Subtenant's) use of the Premises involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkalis, chemicals, wastes or contaminants and/or other substance, material or condition, Tenant agrees to indemnify save harmless and defend Landlord from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the Landlord may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Tenant's breach of or performance under this Agreement.

10. **QUIET ENJOYMENT, USE AND MANAGEMENT OF PREMISES.**

- (a) Quiet Enjoyment. Tenant, upon observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term without hindrance by persons lawfully claiming under Landlord.
- (b) Tenant's conduct. Tenant agrees not to do or permit any act or thing on the Premises that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of its neighbors.
- (c) Tenant's Sublease and Management Obligations.
- i) Tenant hereby accepts the property management engagement contemplated herein and agrees to use all reasonable efforts to perform the services described in this Lease which are necessary for the management, care, protection, maintenance, and

operation of the Premises, within the guidelines and controls established or to be established by this Lease and any subsequent amendments hereto.

- ii) Tenant shall have the following duties and shall perform the following services or make arrangements for all services necessary for the proper operation and maintenance of the Premises, as follows:
 - (a) To timely remit all rents, costs and expenses owed to Landlord under this Lease.
 - (b) To consult reasonably with Landlord in its planning for the operation and maintenance of the Premises.
 - (c) Tenant shall not assign any or all of its management rights or obligations under this Lease without the express prior written consent of the Landlord.
- iii) Tenant shall supervise contractors, subcontractors, vendors and employees who render services or supplies required for the operation and maintenance of the Premises, it being acknowledged and agreed that no such parties shall be deemed agents or employees of Landlord under any circumstances whatsoever.
- iv) Tenant covenants and agrees, in the performance of its duties hereunder and in any subleasing, to comply or to cause compliance with all applicable laws, ordinances, and regulations in the management of the Premises and the provision of housing to subtenants, including Federal Fair Housing Act, the Maine Human Rights Act, Portland Human Rights Act and any other applicable federal, state, or local ordinances. Tenant shall in no circumstances act in a discriminatory manner in Tenant's management of the Premises. Tenant specifically acknowledges that it shall not discriminate in the provision of housing on the grounds of race, color, religion, sex, sexual orientation, including transgender status and gender expression, national origin, citizenship status, age, disability, genetic information or veteran status. Tenant shall immediately by best available means, and promptly thereafter in writing, notify Landlord of the receipt by Tenant of any summons, court order, governmental agency notices and the like, or of any other extraordinary or unusual circumstances surrounding the Premises or the operation thereof. The legal compliance of the Premises and Tenant's operation thereof with all applicable codes and ordinances shall be Tenant's sole responsibility and Tenant shall (in addition to and not in limitation of any other indemnification obligations hereunder) defend, hold harmless and indemnify Landlord from and against any claims, costs, damages or harm arising from and/or related to such conditions. **Tenant shall have no authority to threaten or institute any litigation or similar legal**

**proceedings on behalf of Landlord, and any subtenant
evictions shall be carried out and prosecuted in Tenant’s
own name and at Tenant’s sole expense.**

- v) Tenant will conduct adequate background checks of any and all prospective subtenants to ensure that the Premises are not subleased to registered sex offenders or any individuals who may pose a threat to public safety.

11. **INSPECTION; NOTIFICATION.** The Landlord or its agents may enter the Premises to inspect periodically for compliance with the terms of this Lease and/or to make necessary repairs or improvements provided that, except in case of an emergency, Landlord shall enter only at reasonable times and upon at least twenty-four (24) hours prior notice.

12. **LEAD PAINT DISCLOSURE.** As the Premises were built prior to 1978, Landlord and Tenant shall complete Exhibit B.

13. **HOLDOVER.** If the Tenant (or anyone claiming by, through, or under Tenant) remains in possession of the Premises, or any part thereof, more than three (3) months after the expiration or sooner termination of this Lease, such holding over shall be a month-to-month tenancy at a rental rate equal to \$2,000 per month per address of each of the six (6) parcels comprising the Premises, and Tenant shall be subject to all other terms and conditions of this Lease.

14. **NOTICES.** All notices and other communications required or permitted to be delivered hereunder shall be in writing and delivered in hand or mailed postage prepaid, by United States mail, or by electronic mail, to the parties or their agents, with evidence of receipt by the primary addressee, at the following addresses or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above:

IF TO LANDLORD: University of Maine System
Attention: _____
5703 Alumni Hall
Orono, Maine 04469-5703
_____ @ _____

WITH COPY TO: Bernstein, Shur, Sawyer & Nelson, P.A.
Attention: Peter J. Van Hemel

100 Middle Street, West Tower
Portland, Maine 04101
pvanhemel@bernsteinshur.com

IF TO TENANT: _____

_____@_____

WITH COPY TO: _____

_____@_____

15. **MISCELLANEOUS.**

(a) Entire Agreement; Amendments and No Waiver. This Lease with its attachments constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this Lease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.

(b) Invalid provisions. Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; in particular and without limitation, it is not the intention of the parties that any provision of this Lease be construed to require Tenant to waive any non-waivable tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.

(c) Failure to deliver. If Landlord is unable through no fault of Landlord to deliver possession of any part of the Premises to Tenant within thirty (30) days of the commencement date of this Lease, Tenant may cancel this Lease by notice to Landlord, and neither party will have

any further obligation hereunder and any sums paid under the Lease, if any, will be refunded to Tenant; provided, however, that Landlord shall in no event be responsible for reimbursing Tenant for any costs already expended or otherwise incurred by Tenant in connection with Tenant's efforts to rehabilitate and/or re-fit the Premises for residential use and/or to provide property management services to the Premises. Tenant will have no other remedy for Landlord's inability to deliver the Premises unless the same is caused by Landlord's negligence or wrongful acts.

- (d) Governing Law; Successors and Assigns; Time. This Lease shall be governed exclusively by the provisions hereof and the laws of the State of Maine. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Time is of the essence of this Agreement.
- (e) Nothing herein shall be construed to create a partnership and/or employer/employee relationship between Tenant and Landlord.

16. **ATTACHMENTS/ADDENDA:**

- Exhibit A – Description of Premises
- Exhibit B – Lead Paint Disclosure Statement
- Exhibit C – Pressure Vessel Licenses
- Exhibit D – Sublease Form [with attachments]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESSETH:

LANDLORD:

UNIVERSITY OF MAINE SYSTEM

By: _____

TENANT:

By: _____

MASTER LEASE & MANAGEMENT AGREEMENT EXHIBIT A

[Description of Premises]

STREET ADDRESS	MAP / BLOCK / LOT	CCRD BOOK / PAGE
1 Chamberlain Avenue, Portland, Maine	115-B-10	11169/112
7 Chamberlain Avenue, Portland, Maine	115-B-11	3301/177
11 Chamberlain Avenue, Portland, Maine	115-B-12	11856/129
15 Chamberlain Avenue, Portland, Maine	115-B-13	3134/511
19 Chamberlain Avenue, Portland, Maine	115-B-14	14058/63
209 Deering Avenue, Portland, Maine	115-B-19	3033/755

MASTER LEASE AND MANAGEMENT AGREEMENT EXHIBIT B

[Lead Paint Disclosure Statement]

MASTER LEASE & MANAGEMENT AGREEMENT EXHIBIT C

[Pressure Vessel Licenses]

CAMPUS	ASSET#	FACILITY NAME	REG_NO	ISSUED DATE	EXPIRE_DATE	STATUS	TERMINATED	REGISTRATION TYPE	BOILER TYPE	YR_BUILT	MANUFACTURER	FUNCTION/USE	FUEL TYPE
USM	6P012	DEERING AVE-209	H4987	12/14/2007	10/31/2008	INACTIVE	Yes	LOW PRESSURE BOILER	CAST IRON	1979	HB SMITH	HEATING	OIL
USM	6P095	CHAMBERLAIN AVE-015	H4988	12/10/2010	10/31/2012	ACTIVE	No	LOW PRESSURE BOILER	CAST IRON	1982	HB SMITH	HEATING	OIL
USM	6P023	CHAMBERLAIN AVE-007	H4989	12/10/2010	10/31/2012	ACTIVE	No	LOW PRESSURE BOILER	CAST IRON	1982	HB SMITH	HEATING	OIL
USM	6P090	CHAMBERLAIN AVE-001	H6302	12/22/2006	10/31/2007	TERMINATED	Yes	LOW PRESSURE BOILER	CAST IRON	1940	AMERICAN RADIATOR	HEATING	OIL
USM	6P091	CHAMBERLAIN AVE-011	H6501	12/22/2006	10/31/2007	TERMINATED	Yes	LOW PRESSURE BOILER	CAST IRON	1988	PEERLESS	HEATING	OIL
USM	6P101	CHAMBERLAIN AVE-019	H7135	12/18/2015	10/31/2016	ACTIVE	No	LOW PRESSURE BOILER	CAST IRON	1998	BURNHAM	HEATING	OIL

MASTER LEASE & MANAGEMENT AGREEMENT EXHIBIT D
SUBLEASE AGREEMENT

SUBLEASE made as of this _____ day of _____, 20____, by and between _____, (“Landlord”) and _____ (in this Sublease called “Tenant,” even if there is more than one person considered a Tenant).

WITNESSETH:

1. PREMISES LEASED. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a single-family residence or office space (if Tenant is not an individual) located at _____, Portland, Maine (in this Sublease called the “Premises”). Tenant acknowledges that the Premises and this Sublease are subject at all times to the terms of a Master Lease by and between the Landlord and the University of Maine System dated as of _____, 2016 and that its status hereunder shall legally be as a subtenant regardless of the use of the word “Tenant” herein. Tenant acknowledges that due to its status as a subtenant it shall have no contractual obligation with the University of Maine System and that no legal relationship (or so-called “privity”) exists between Tenant and the University of Maine System. Tenant acknowledges and agrees that strict observance of all applicable laws, ordinances, rules and regulations affecting the Premises (whether identified in this Sublease or otherwise) is a condition of its occupancy of the Premises.

Tenant agrees to fully cooperate with Landlord in the use of the yard and agrees to comply with all reasonable rules imposed from time to time by Landlord on the use of same. Any vehicles stored on the Premises by Tenant must be legally registered and must display a current inspection sticker. Tenant may not park or store any trailers, RVs, boats or commercial vehicles of any kind or nature at the Premises without prior written consent of Landlord and shall at all times follow Landlord’s rules and directions regarding parking and location of vehicles on the Premises. Tenant acknowledges that disregarding any such rules or directions shall constitute a breach of this Sublease.

Landlord makes no representations as to the condition of the Premises, or as to any of the contents thereof or personal property located therein, and Tenant acknowledges that Tenant has inspected the same, and that Tenant accepts the same in their present “as is” condition, except as specifically required by Maine law with respect to the habitability of residential premises (if applicable).

2. OCCUPANCY. The Premises will be occupied only by THE FOLLOWING PERSONS:

_____ (list all persons who will occupy the Premises), and Tenant. Tenant promises and agrees that the Premises will be used either as a private dwelling and (if so) for no business or other purposes whatsoever, or as professional office space including office space for charitable, non-profit and/or governmental or quasi-governmental entities. If there is more than one person listed as a Tenant, each person shall be jointly and severally liable for all of Tenant’s obligations and promises under this Sublease. This means that each Tenant is fully liable to Landlord as if that person is the only Tenant, even if fewer than all Subtenants are in breach. Any breach by any Tenant will be considered a breach by all Subtenants. Under no circumstances shall the Premises be occupied by more than six (6) persons without the prior written consent of Landlord. Guests shall not remain with the Tenant for more than seven (7) consecutive days or more than fourteen (14) days in any twelve (12) month period without the prior written consent of Landlord. Tenant shall not smoke (e.g., use cigarettes, pipes, cigars, or electronic cigarettes) inside the house and shall not permit others to do so.

3. TERM. From _____ to _____.

4. RENT

Tenant covenants and agrees to pay monthly rent in the amount of _____ Dollars (\$ _____) payable in advance on the first day of each month during the term and any additional or supplemental rent as provided herein and in the attached, so that Tenant’s total monthly rent shall be the amount listed at the beginning of this Sublease. If the term begins on any day other than the first day of a month, or ends on any day other than the last day of a month, the rent for the first month or the last month, as the case may be, shall be prorated. If Tenant does not pay an installment of rent and/or any other charges due under this Sublease within fifteen (15) days from its due date, Tenant agrees that Landlord, in its sole discretion, may impose a late charge of four percent (4%) of the unpaid amount or the maximum then permitted by law. (NOTE—THIS IS NOT A GRACE PERIOD. THE FOREGOING PERTAINS TO A PENALTY THAT SHALL BE PAYABLE IN ADDITION TO ANY REMEDIES AVAILABLE TO LANDLORD FOR TENANT’S DEFAULT AS A RESULT OF LATE PAYMENT OF RENT). The right of Landlord to impose such late charge shall be in addition to any not in lieu of any other rights or remedies of Landlord under this Sublease. Rent DOES NOT include heat for the Premises. Tenant is responsible for all charges for heat provided to the Premises, including without limit fuel, gas, oil, K-1, electric and other like charges related to heating the Premises. Landlord’s fuel supplier for the Premises is _____, and Tenant agrees by signing this Sublease that Tenant shall open an account with said supplier in Tenant’s own name, and shall arrange for delivery of all fuel required for heating the Premises. Landlord shall not be responsible for any delivery of or payment for fuel.

TENANT SHALL USE EXTREME CAUTION IN OPERATING ANY WOOD STOVE OR FIREPLACE LOCATED ON THE PREMISES AND SHALL NOT UNDER ANY CIRCUMSTANCES LEAVE A FIRE UNATTENDED.

Rental payments and notices to Landlord under this Sublease must be sent to Landlord at the following address: _____ (or such other address as is communicated to Tenant by Landlord from time to time). Written notices from Landlord to Tenant shall be considered duly sent if addressed to Tenant at the Premises.

5. **SECURITY DEPOSIT.** At the time of the execution of this Sublease, Tenant shall deposit with Landlord an amount equal to _____ MONTHS' rent (\$_____) as a security deposit for the performance by Tenant of all Tenant's covenants and obligations hereunder, the receipt of which Landlord acknowledges by its signature below. In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall return the security deposit to Tenant within thirty (30) days after the expiration or termination of this Sublease, except that if Landlord has cause for retaining any portion of the security deposit it shall provide to Tenant a written itemization of the moneys retained, together with a check for the balance (if any) within the thirty (30) days. Unless required by law, Landlord shall not be required to pay Tenant any interest on the security deposit.

In the event of termination of Landlord's interest in the Premises, Landlord will (after any permitted deductions) transfer the security deposit to Landlord's successor and notify Tenant of such transfer by mail, identifying the transferee and transferee's address. Landlord will thereafter have no further obligation as to the security deposit.

6. **UTILITIES.** Tenant shall pay directly all charges for heat, oil, electricity, lights, telephone, cable, internet, satellite television or any other utility or service used, rendered or supplied upon or in connection with the Premises, and all accounts for such utilities and services shall be set up by Tenant in Tenant's own name within ten (10) days of Tenant's execution of this Sublease. Tenant agrees to maintain heat at a reasonable level in the Premises so that water pipes do not freeze. If Tenant is a residential occupant, Tenant acknowledges receipt from Landlord of the completed "Energy Efficiency Disclosure Form for Rental Units in Maine", a copy of which is attached hereto and incorporated herein as Exhibit A.

7. **MAINTENANCE, REPAIRS, ALTERATIONS AND CONDITION AT SURRENDER OF PREMISES.**

(a) **Maintenance by Tenant; Alterations Prohibited.** Tenant agrees to maintain the Premises and any furnishings and appliances supplied by Landlord in a good, clean and safe condition at all times, and, except for repairs and maintenance required on account of fire or other casualty, Tenant shall be responsible for all ordinary maintenance of the interior of the Premises. Tenant must furnish Tenant's electric light bulbs during the term of this Sublease. All garbage and trash must be placed in suitable containers as designated by Landlord and shall be emptied on a regular basis. Tenant shall be responsible for recycling any and all

recyclable materials as provided by the City of Portland, and shall be responsible for supplying Tenant's own trash bags and/or other payment of any other garbage disposal fees for Tenant's own garbage. Tenant agrees not to pour grease or put rubbish or other improper articles in the sinks or toilets. **Nails or screws shall not be driven in the walls or woodwork and additional or replacement locks shall not be placed on doors or windows without the written permission of Landlord**, except such lock installation as is permitted by Maine law. Without Landlord's written consent Tenant shall not paint or paper any portion of the Premises and shall make no alterations, decorations, additions, affixations, or improvements to the Premises. All materials installed in or affixed to any portion of the Premises by either party including, without limitation, all paneling, decorations, partitions, wall-to-wall carpeting, other attached floor coverings, floors, storm windows, storm doors or screens, washers or dryers shall become the sole property of Landlord, and shall remain in and be surrendered with the Premises, as part thereof, at the end of the term hereof or any extension or renewal thereof. Window-unit air conditioners may only be installed with the Landlord's prior written consent and approval of location and method of installation.

(b) Snow Plowing/Lawn Care. The Tenant is responsible for snow plowing and removal from accessways and other areas of the Premises. In the event that Landlord makes arrangements for snow removal service to the Premises, Tenant shall be responsible for payment of all such costs upon demand by Landlord. Tenant shall be responsible for all mowing, raking and lawn care of the Premises, and shall maintain the lawn in a reasonably trim and kept appearance.

(c) Smoke/Carbon Monoxide Detectors. In accordance with applicable law, Landlord has provided any required smoke detectors and carbon monoxide detectors in the Premises and such detectors are in good working condition as of the date first above written. Upon Landlord's receipt of written notification of a deficiency in any detector(s) from Tenant, Landlord shall promptly repair or replace such detector(s). If Landlord is unaware of any detector deficiency and has not received written notification of any detector deficiency, Landlord's failure to repair or replace a detector may not be considered as evidence of negligence in a subsequent civil action arising from death, property loss or personal injury. With respect to the smoke detectors and carbon monoxide detectors which Tenant acknowledges are currently present in the Premises and in good working order, Tenant agrees to maintain each detector in good working condition by: (i) keeping the detector connected to the electrical service in the building; (ii) replacing batteries in each battery-operated detector as needed; (iii) testing each detector periodically to ensure it is functioning properly; and (iv) refraining from disabling any of the detectors.

(d) Tenant's Insurance and Personal Property. Tenant shall insure Tenant's personal property and liability with a "renter's insurance" policy, which Tenant shall maintain, at Tenant's sole cost, for the term of the Sublease. Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam or otherwise, while on the Premises, unless arising from the gross negligence or intentional misconduct of Landlord. Tenant shall, upon reasonable demand by Landlord, present evidence of Tenant having purchased and maintained a standard form "renter's insurance" policy, including coverage for Tenant's liability. It shall be a default under this Sublease if Tenant shall fail to procure insurance or if Tenant's insurance shall lapse or shall not be timely renewed. In addition to Tenant's maintenance of Tenant's own insurance, Tenant shall

be liable to Landlord's insurance company in subrogation for any damages resulting from Tenant's own negligence.

(e) Landlord's Insurance. Landlord will insure and keep insured, or cause to insure and keep insured, from the date of Tenant's actual possession, the building and improvements (but not Tenant's personal property thereon or therein) on a replacement cost basis pursuant to a policy acceptable to Landlord in Landlord's sole discretion.

(f) Radio/Television/Satellite Aerials. Aerials, dishes and any similar installations (other than those already in place) and signs of any kind shall not be placed or erected on the roof or exterior of the Premises or windows without Landlord's prior written consent as to location and method of installation. Any such permitted installations shall be installed at Tenant's own risk and shall remain the full responsibility of Tenant. Upon the expiration or earlier termination of this Sublease, Tenant shall remove all such installations at Tenant's expense and restore the condition of the Premises to its condition immediately prior to the installation.

(g) Mold, Mildew and Pests. Tenant acknowledges that in addition to Tenant's other maintenance obligations under this Sublease, Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to impede and prevent mold and mildew from accumulating in the Premises and to prevent pests (including, insects, rodents and other vermin) from entering or being attracted to the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible and to remove any and all sources of pests from the Premises. Tenant agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts or appliances in the Premises. Tenant also agrees to immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air-conditioning system in the Premises; (iv) any inoperable doors or windows; and (v) the presence of suspected presence of pests of any kind. If Tenant is a residential tenant, each of Landlord and Tenant is required to strictly comply with the Maine Bedbug Law (Title 14 M.R.S. § 6021-A and successor statutes). Upon Tenant's receiving notice from Landlord of a need for access to the Premises related to pests (including bedbugs), Tenant shall fully cooperate with Landlord and Landlord's agents, including pest control agents. Tenant is required to and agrees to comply with all reasonable measures to eliminate or control pest infestation at the Premises. Tenant hereby acknowledges the importance of its strict compliance with this Section and further agrees that Tenant shall be responsible for damage to the Premises and Tenant's personal property as well as injury to Tenant and/or Tenant's guests resulting from Tenant's failure to specifically comply with the terms of this Section.

(h) Tenant's Obligations at End of Term. At the expiration of the term, Tenant shall surrender the Premises to the Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. Tenant shall, at time of vacating

the Premises, clean the same and if such cleaning is not satisfactory to Landlord within Landlord's sole discretion, Landlord may pay for the cost thereof and charge such cost to Tenant and/or charge such cost against Tenant's security deposit. Additionally, Tenant will at the request of Landlord have all carpets professionally cleaned by the end of the term and prior to vacating the Premises. **All property left behind by Tenant will be at Tenant's risk and will be stored and, ultimately, sold or otherwise disposed of by Landlord in accordance with Maine law.**

(i) Landlord's Maintenance. Landlord reserves the right, upon reasonable advance notice (in all but emergency cases to be more than 24 hours), to enter the Premises to conduct maintenance or repairs to the Premises.

8. PETS. Tenant shall not keep any pets on the Premises without the prior written consent of Landlord, and Landlord reserves the unrestricted right to refuse to permit any pet of any sort in its sole discretion. Landlord may order the removal of any pet from the Premises at any time for reasons of concern related to nuisance, health, safety, or animal welfare, or damage to the Premises, including, without limitation, screens, floors, odor, or holes in the yard. Tenant shall comply with all applicable statutes, rules and ordinances relating to, among other things, the licensing, tagging and vaccination of all pets. When outdoors, dogs must be leashed or under voice command at all times. The foregoing policy does not constitute any written permission for Tenant to possess any pet and none shall be allowed unless authorized by a separate writing signed by Landlord.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Sublease or sublet the Premises or any part thereof without Landlord's prior written consent which Landlord may withhold in Landlord's sole discretion, and any transfer or assignment hereof without such consent shall be void and of no effect.

10. DESTRUCTION OR DAMAGE BY FIRE, EMINENT DOMAIN OR CASUALTY.

(a) In the event that the Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty that the Premises are thereby rendered untenable, then either Landlord or Tenant may terminate this Sublease upon written notice to the other and the rent shall be prorated as of the date of such termination.

(b) In the event of any damage to the Premises due to electrical, plumbing, water leak or fire, or in the event the electrical, heating or plumbing system needs repairs, Tenant agrees to immediately notify

Landlord of the same, to take reasonable steps to limit the damage, and to return the Premises to the same or better condition as existed prior to the damaging event.

11. DEFAULT.

(a) Tenant's Default. If Tenant shall default in the performance of any of Tenant's obligations hereunder, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer (eviction), and Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies mail or hand deliver a notice of termination addressed to Tenant at the Premises, and upon such delivery or mailing this Sublease shall terminate. Tenant acknowledges that Landlord is entitled to recover damages for breach of this Sublease, which may include, without limitation, the amount of the total rent remaining due under this Sublease for the full term as if the same had not been terminated, less any proper credits (including credits resulting from Landlord's obligation to mitigate under Maine Law), and any other expenses of Landlord incurred in connection with the retaking of possession of the premises and the removal and storage of Tenant's effects and the recovery of damages. Landlord's termination of this Sublease shall not terminate or defeat Landlord's right to recover rent and damages. In the event that Tenant is a non-residential Tenant, then in addition to any other remedy or judgments awarded to Landlord, Landlord shall be awarded all attorneys' fees and costs of collection related to Tenant's breach hereof or Landlord's enforcement of this Lease.

(b) Landlord's Default. Unless otherwise provided by applicable law, Landlord shall in no event be in default on the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation. Moreover, unless otherwise provided by applicable law Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to and shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord to respond in monetary damages from their assets, other than their interest in the Premises.

12. QUIET ENJOYMENT; USE OF PREMISES.

(a) Quiet Enjoyment. Tenant, upon payment of the rent and observing, keeping and performing all of the terms and provisions of this Sublease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and occupy and enjoy the Premises during the term without hindrance by persons lawfully claiming under Landlord.

(b) Tenant's Conduct and Damages. Tenant agrees not to do or permit any act or thing on the Premises that shall be unlawful or create a nuisance or shall interfere with the rights, comforts or conveniences of neighbors. Tenant will be responsible for any damage to the Premises caused by any negligent acts on the part of Tenant, Tenant's agents, guests, servants or employees, and shall also be responsible for any damage caused by overflow or leaks from drains or plumbing, due to the negligence of Tenant, Tenant's guests, servants or employees. Except as may be provided by applicable law, Landlord shall not be responsible for any damage due to discontinuance of utility service beyond Landlord's reasonable control.

(c) Residential Use (applies to residential Tenants only). No business of any sort shall be conducted at the Premises and the same shall be used exclusively as a private dwelling for residential purposes and not for any business or any other purpose.

(d) Keys and Locks. Tenant shall deliver all keys to Landlord or Landlord's agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant pro-rated daily rate of monthly rent until keys are received by Landlord, and/or cause to charge Tenant for the cost of replacement locks and keys.

13. LANDLORD'S ACCESS. The Landlord or its agents may enter the Premises to make periodic inspections (including for Subtenant compliance with the terms of this Sublease and evidence of infestation by pests), to show the Premises to prospective tenants, purchasers, investors or mortgage lenders, to make repairs or improvements, or to provide utilities or other services provided that, except in case of an emergency, Landlord shall enter only at reasonable times and upon twenty-four (24) hours prior notice by phone or in writing, including via e-mail or text message.

If you need to contact Landlord: _____

14. HOLDOVER. If Tenant remains in possession of the Premises, or any part thereof, after the expiration or sooner termination of this Sublease, such holding over shall be a month-to-month tenancy at a rental rate equal to 125% of the rate in effect at the end of the term of this Sublease, and Tenant shall be subject to all other terms and conditions of this Sublease.

15. LEAD PAINT DISCLOSURE. The Premises were built prior to 1978; Landlord and Tenant shall complete Exhibit B.

16. INDEMNIFICATION. In addition to and not in reduction or derogation of any other Tenant obligations under this Sublease, Tenant covenants and agrees to forever save and hold Landlord harmless

from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the Premises caused by or related in any way to the negligence, omission or willful act of Tenant, or its or their employees, invitees or guests, and/or resulting from Tenant's failure to observe or comply with any of Tenant's obligations under this Sublease. For non-residential Tenants: in the event that the Tenant's use of the Premises involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkalis, chemicals, wastes or contaminants and/or other substance, material or condition, Tenant agrees to indemnify save harmless and defend Landlord from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the Landlord may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Tenant's breach of or performance hereunder.

17. MISCELLANEOUS.

(f) Meaning of "Landlord" and "Tenant". The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Sublease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

(g) Entire Agreement; Amendments and No Waiver. This Sublease with its attachments constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Sublease cannot be amended except by written instrument executed by both Landlord and Tenant. The waiver of a breach of any term, condition or covenant contained in this Sublease shall be effective only if in writing and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.

(h) Invalid provisions. Any provisions of this Sublease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; in particular and without limitation, it is not the intention of the parties that any provision of this Sublease be construed to require Tenant to waive any waivable tenant rights established in Title 14, Maine Revised Statutes Annotated, Section 6001, and subsequent sections and Section 6031, and subsequent sections. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.

(i) Failure to deliver. If Landlord is unable through no fault of Landlord to deliver possession of the Premises to Tenant within ten (10) days of the commencement date of this Sublease, Tenant may cancel this Sublease by notice to Landlord, and neither party will have any further obligation hereunder and any

sums paid under the Sublease will be refunded to Tenant. Tenant will have no other remedy for Landlord’s inability to deliver the premises unless the same is caused by Landlord’s negligence or wrongful acts.

(j) Governing Law; Successors and Assigns. This Sublease shall be governed exclusively by the provisions hereof and the laws of the State of Maine. The provisions of this Sublease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

20. EXHIBITS/ATTACHMENTS/ADDENDA (applicable to residential Tenants only):

- Exhibit A – Energy Efficiency Disclosure Form for Rental Units in Maine
- Exhibit B – Lead Paint Disclosure Statement
- Exhibit C – EPA Pamphlet entitled “Protect Your Family from Lead in Your Home”

THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sublease as of the date first above written.

WITNESS:

LANDLORD:

TENANT:

By signing above, in addition to agreeing to the terms of this Sublease, Tenant acknowledges that Tenant has read and understands the terms of the Sublease and has received a copy of the same.

SUBLEASE EXHIBIT A

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: _____

This rental unit meets/ does not meet/ partially meets (*check one*) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The **bold** items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) % unknown Test date: _____

Exposed pipes or ducts in unheated crawl space insulated? yes no

Heating fuels: oil natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? yes no

Fuels: oil natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation unknown

Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation unknown

Insulation thickness: inches or R-_____

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm double (DG) DG + low-e
 (DG + low-e + argon gas) triple or better

Doors (minimum: insulated or with storm) insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) electronic ignition pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine, 1-866-376-2463*

Signatures: Landlord: _____ **Tenant:** _____ **Date:** _____

This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

SUBLEASE EXHIBIT B

[Lead Paint Disclosure Statement]

SUBLEASE EXHIBIT C

[EPA PAMPHLET ENTITLED “PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME”]