

RESIDENTIAL LEASE AGREEMENT
STATE-WIDE MULTIPLE LISTING SERVICE, INC.

1. **PARTIES:** This Residential Lease Agreement ("Lease") is made and entered into by:

Landlord #1: Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Landlord #2: Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Landlord #3: Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

The above Landlords shall be referred to collectively as "Landlord".

Tenant #1: Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Tenant #2: Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Tenant #3: Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

The above Tenants shall be referred to collectively as "Tenant".

2. **DATE:** The date of this Lease shall be the later of: (a) the date on which Tenant signs this Lease, or (b) the date on which Landlord signs this Lease.

3. **DESCRIPTION OF LEASED PREMISES:** Landlord and Tenant agree to lease upon the rental and terms below, the following property and improvements ("Premises") that is owned by Landlord.
Unit # (if applicable) _____ Address: _____ City: _____ State: _____ Zip Code: _____

4. **TERM OF LEASE:** Landlord and Tenant agree that the term of Lease is _____ months and shall start on _____, 20____ and expire on 11:59 PM on _____, 20____.

5. **JOINT AND SEVERAL RESPONSIBILITY:** All parties are jointly and severally responsible for complying with their respective duties in Lease. **All Tenants are responsible for making timely payment of rent** and keeping Premises clean.

6. **RENT:** (a) Tenant agrees to pay, in advance and without demand, rent in the amount of \$ _____ on or before the _____ day of each month throughout the term of this Lease. Rent is late if not *received* on this date. Weekends and holidays do not delay or excuse Tenant's obligation to pay rent on time.

(b) Rent checks shall be made payable to: _____ and delivered to the following address:

Street: _____ City: _____ State: _____ Zip Code: _____

(c) Tenant agrees to pay a reasonable late fee in the amount of \$ _____ per day if rent is not paid within ____ days after the due date.

(d) If Tenant's check is returned for insufficient funds, Tenant shall reimburse Landlord for Landlord's bank fees within ____ days of demand by Landlord.

7. **DEPOSITS:** Tenant has paid first month's rent to Landlord or Landlord's authorized representative. Upon the execution of this Lease, Tenant agrees to deliver to Landlord a security deposit in the amount of \$ _____, not to exceed the equivalent of one month's rent.

8. **APPLIANCES:** Landlord agrees to provide the following appliances to Tenant with the rental of Premises: a stove, a refrigerator, and _____

9. **CONDITION OF PREMISES:** Tenant agrees that Tenant has examined the Premises, and they are in a safe, clean and tenantable condition at the time of execution of Lease. The condition of Premises shall be deemed to be in good condition at the start of the Term of Lease unless Tenant delivers a written statement describing any problems or defects with Premises to Landlord within ____ days after the Term of Lease begins.

10. **UTILITIES:** (a) R.I.G.L. § 34-18-22 requires Landlord to supply running water, hot water, and heat unless Tenant has exclusive control of the installation and these services are supplied by a direct public utility connection.

Tenant and Landlord agree to arrange and pay for utilities for Premises as follows: *(Check all that are applicable.)*

Heat: _____ Tenant _____ Landlord

Water: _____ Tenant _____ Landlord

Hot Water: _____ Tenant _____ Landlord

Sewer: _____ Tenant _____ Landlord

Electricity: _____ Tenant _____ Landlord

Telephone: _____ Tenant _____ Landlord

Cable/Satellite _____ Tenant _____ Landlord

Internet _____ Tenant _____ Landlord

Snow and ice removal: _____ Tenant _____ Landlord

Lawn Mowing: _____ Tenant _____ Landlord

Trash fees: _____ Tenant _____ Landlord

Additional Provisions: _____

(b) Tenant agrees to make reasonable efforts to conserve usage of any and all utilities that are paid by Landlord.

11. **TRASH DISPOSAL:** Tenant agrees to dispose regularly of all trash and garbage in containers that are provided by:
(check one) _____ Tenant _____ Landlord *(If dwelling contains 4 or more units, R.I.G.L. § 45-24.3-6 requires Landlord must provide containers.)*

12. **OCCUPANTS AND GUESTS:** (a) In addition to Tenants, the following authorized occupants may use and occupy the Premises: *(List the names and birthdates of all Occupants):* _____ "Occupants"

(b) Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without Landlord's prior, written consent.

13. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any portion of the Premises without Landlord's prior, written consent.

14. **USE OF PREMISES:**

(a) Tenant shall not use Premises for conducting a business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling.

(b) Tenant agrees that smoking of any substance in or on Premises is prohibited.

(c) Tenant agrees not to burn incense or leave candles or flames unattended.

(d) Tenant agrees that water-filled furniture and space heaters are prohibited.

(e) Tenant agrees not to damage Premises.

(f) Tenant agrees not to install a satellite dish.

(g) Tenant agrees not to change any door locks.

(h) Tenant is responsible for ensuring that Occupants and guests do not violate Lease.

(i) Tenant agrees not to exceed the maximum occupancy authorized by law, regulation, ordinance or, if applicable, the recorded restrictions if Premises is served by an On Site Wastewater Treatment System.

(j) Tenant is responsible for any fines or penalties that are incurred as a result of the actions of Tenant, Occupants, or their guests.

(k) Other: _____

15. NOISE: Tenant, Occupants, and their guests shall at all times maintain order in or on Premises, and shall not make or permit loud noises, or unreasonably disturb other residents by playing musical instruments or listening to television, music, radio, or holding parties and other noisy gatherings.

16. ALTERATIONS: Tenant agrees to make no alterations to Premises, including, but not limited to, painting walls, attaching nails or screws to the walls, or changing locks, without Landlord's prior, written consent.

17. STORAGE:

(a) Tenant agrees not to store hazardous or flammable substances that may unreasonably increase the risk of a fire or explosion in or on Premises.

(b) Tenant agrees not to store items, including, but not limited to boxes, containers, strollers, and bicycles, in hallways, doorways, stairwells, or other common areas.

18. PARKING: Landlord authorizes Tenant to park _____ properly registered, working motor vehicles with access to _____ off-street parking spaces, which are located on Premises. Tenant shall have the following designated spot(s) (if applicable) _____ Tenant shall not park recreational vehicles, boats, or commercial vehicles, including but not limited, to trucks and vans, without Landlord's prior, written consent.

19. PETS: Tenant shall not allow pets, including mammals, reptiles, birds, fish, rodents, or insects on or in the Premises, even temporarily, without the advance, written authorization of Landlord in a Pet Addendum. Tenant is responsible for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

20. TENANT'S MAINTENANCE DUTIES: Tenant shall perform the following duties:

(a) Comply with all obligations primarily imposed upon tenants by applicable provisions of lead laws, building and housing codes, the RI Residential Landlord Tenant Act, and other laws that material affect health and safety;

(b) Keep Premises in a clean and safe condition, including, but not limited to, cleaning plumbing fixtures and appliances in Premises.

(c) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;

(d) Comply with any applicable condominium, home owner's association, or Landlord's regulations, a copy of which have been delivered to Tenant.

(d) Notify Landlord orally or in writing of any conditions that need repair.

(e) Refrain from engaging in any criminal activity, including but not limited to, violence, prostitution or possession of a controlled substance.

21. LEAD: Tenant agrees to deliver notice of deteriorating lead paint or lead to the following: (Complete if other than Landlord.)

Name: _____ Mailing Address: _____ City: _____

Zip Code: _____ Email: _____ Fax: _____ Phone #: _____

22. ABANDONMENT OF PREMISES: Tenant agrees to notify Landlord of any anticipated absence by all Tenant(s) from Premises of more than 7 days. If all Tenants abandon the Premises for more than 10 days without notice to Landlord, Landlord may choose to rent Premises to another tenant, hold Tenant responsible for the difference in unpaid rent, and the cost of removing Tenant's personal property.

23. ACCESS TO PREMISES: (a) Landlord or Landlord's authorized representative may enter Premises at reasonable times with 2 days' oral or written notice to Tenant in order to inspect the Premises, make repairs, alterations or improvements; supply necessary or agreed services, or show Premises to potential purchasers or tenants; appraisers, workers, inspectors, contractors, etc.

(b) Landlord may also access Premises pursuant to a court order or if tenant has abandoned or surrendered Premises.

(c) No notice is required in the event of an emergency or if Tenant is absent for more than 7 days.

(d) If during any inspection, damages are discovered, Landlord will deliver to Tenant written notice of the damages, and the repairs must be made immediately.

(e) Tenant shall not unreasonably withhold consent for Landlord to access Premises at other times. Landlord shall not use Landlord's right of access to harass Tenant.

24. NOTICE(S) OF VIOLATION: Landlord has no knowledge of any zoning, housing or other code violation relating to Premises. If Landlord is cited for a housing code violation by a state or local minimum housing code enforcement agency, Landlord shall deliver a copy of the notice to Tenant.

25. LANDLORD'S DUTIES: Landlord shall perform the following duties:

(a) Maintain Premises in accordance with applicable building, housing, and fire codes that affect health and safety.

(b) Make all repairs and maintain Premises in a fit and habitable condition;

(c) Keep all common areas of the premises in a clean and safe condition;

(d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her.

26. TENANT'S PERSONAL PROPERTY: Landlord shall not be liable for damage to Lessee's property of any type for any reason or cause, except if Landlord's willful acts or gross negligence caused damage. Tenant is encouraged to obtain renters' insurance to protect Tenant's personal possessions.

27. FORCE MAJEURE

(a) In the event the Premises are destroyed or rendered wholly uninhabitable by fire, hurricane, storm, earthquake, or other casualty that is not caused by the willful act or negligence of Tenant or Landlord, this Lease shall terminate, except for the purpose of enforcing rights that may have accrued, unless Tenant and Landlord agree in writing to modify Lease.

(b) If a portion of Premises is rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises the right to repair, Landlord agrees to reduce Tenant's rent to account for the unusable portions of Premises. Upon Landlord's completion of repairs, Tenant agrees to resume paying full rent.

28. TENANT'S HOLD OVER: If Tenant and any occupants remain in possession of the Premises with the consent of Landlord after the expiration date of Lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ _____ per month and except that such tenancy shall be terminable upon 30 days written notice served by either party.

29. RENT INCREASE: If Landlord intends to increase the rent to be paid by Tenant after the expiration date of Lease, Landlord shall deliver written notice to Tenant a minimum of 30 days prior to the effective date of any intended rental increase.

30. CONDITION OF PROPERTY AT SURRENDER: On Tenant's surrender of Premises, Tenant is responsible for cleaning and leaving Premises in the same condition as they were at the commencement of Lease, except for reasonable wear and tear. Premises must be free and clear of all Tenants and occupants; their possessions; and trash and debris.

31. SECURITY DEPOSIT: (a) Upon termination of the tenancy, Landlord shall return the above security deposit to Tenant after deducting (1) any unpaid, accrued rent and (2) the amount of physical damage to Premise except for ordinary wear and tear. Landlord shall itemize all deductions and deliver this notice to Tenant along with the balance of the security deposit, if any, to Tenant within

twenty (20) days after the later of either: (1) termination of the tenancy; (2) delivery of possession; (3) Tenant's providing Landlord with a forwarding address for the purpose of receiving the security deposit.

(b) Tenant shall not apply security deposit to unpaid or last month's rent without Landlord's advance, written permission.

(c) If deductions exceed the security deposit, Tenant agrees to pay the balance within 10 days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

32. CHANGE IN OWNERSHIP OR MANAGEMENT OF PREMISES: (a) In the event that Landlord sells or transfers Premises during the term of Lease, all terms and conditions of Lease shall remain in effect except in the event of a foreclosure or taking by eminent domain. (b) Landlord shall have no further liability pursuant to this Lease after (1) transferring all deposits paid by Tenant to the new owner; (2) sending written notice to Tenant stating that when the transfer occurred and with the name, address, and telephone number of the new owner and where rent payments should be sent, if different; and (3) returning Security Deposit to Tenant or transferring to the new owner.

33. LANDLORD'S REMEDIES: (a) If Tenant fails to comply with any of the material provisions of this Lease, Landlord may exercise any and all rights available to Landlord at law, including, but not limited to, R.I.G.L § 34-18, the Rhode Island Residential Landlord Tenant Act, or in equity.

(b) **Tenant's Non-Payment of Rent:** If Tenant fails to pay rent within 15 days after the due date, Landlord may deliver to Tenant a written notice stating that all past due rent must be paid within 5 days of the notice or Lease will terminate. If Tenant fails to comply, Landlord may commence eviction proceedings. Landlord may accept partial payment of rent without waiving Landlord's right to pursue the balance or proceed with eviction proceedings for nonpayment of rent.

(c) **Tenant's Breach of Material Provision of Lease:** If Landlord delivers a written notice to Tenant stating that Tenant has violated a provision of Lease other than non-payment of rent, Tenant must correct the violation within 20 days. If Tenant fails to comply, Landlord can commence eviction proceedings. If Tenant has violated the same provision within 6 months, Landlord can terminate the tenancy.

34. TENANT'S REMEDIES: If Landlord fails to comply with any of the material provisions of this Lease, Tenant may exercise any and all rights available to Tenant at law, including but not limited to, R.I.G.L § 34-18, the Rhode Island Residential Landlord Tenant Act.

35. NON-RESIDENT LANDLORD REQUIREMENT: R.I.G.L. § 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

36. NOTICES: (a) Any notice required or permitted under Lease or state law shall be delivered to Tenant at the address of the Premises, and to Landlord at the following address. All notices are to be conveyed by mail, certified mail if required by R.I.G.L § 34-18, personal delivery, electronic transmission, or fax unless otherwise agreed in a specific section of Lease. Notices shall be effective when postmarked, upon personal delivery, upon electronic transmittal date, or upon fax transmittal date.

Landlord: _____ Mailing Address: _____ City/State: _____ Zip Code: _____
Email: _____ Fax: _____

37. RECEIPT AND ACKNOWLEDGEMENT OF FORMS:

Tenant acknowledges that Tenant has received the following forms (unless exempted by law). *(Tenant(s): Initial all that apply)*

- _____ Mandatory Real Estate Relationship Disclosure
- _____ Landlord's Lead Disclosure **which is incorporated in this Lease by reference**
- _____ Pamphlet "Protect Your Family from Lead in Your Home" brochure that includes R.I. section "What You Should Know About the RI Lead Law"
- _____ Fact Sheet "Tenant Rights and Responsibilities" (RI Housing Resources Commission/RI. Department of Health)

38. SUBORDINATION: Lease and any rights of parties in Lease are subordinate and junior to any mortgages, liens or encumbrances that currently exist or may be recorded in the future.

39. RECORDING: Tenant agrees not to record Lease with any government land recording office.

40. GOVERNING LAW: Lease shall be governed, construed and interpreted by, through and under the laws of the State of Rhode Island.

41. SEVERABILITY: If any provision of this Lease shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected but shall be enforced to the maximum extent permitted by law.

42. MODIFICATION: Landlord and Tenant agree that Lease contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except with the written consent of both parties.

43. ENTIRE LEASE: Tenant and Landlord agree that Lease contains the entire lease between us, subject to no understandings, conditions, or representations other than those expressly stated. Tenant represents that Tenant has not relied on the oral representations of Landlord, or Broker(s) or their affiliated licensees as to the character or quality of the Premises. Lease may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

44. ADDENDA AND EXHIBITS: The following Addendum/Addenda and Exhibit(s) are made a part of this Lease: *(List all that apply):*

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

Tenant's Signature	Printed Name	Date
Tenant's Signature	Printed Name	Date
Tenant's Signature	Printed Name	Date
Landlord's Signature	Printed Name	Date
Landlord's Signature	Printed Name	Date
Landlord's Signature	Printed Name	Date