

## RI Residential Lease

This Lease contains all of the terms and conditions the Landlord and the Tenant(s) have agreed to. They intend it to be consistent with the Rhode Island Residential Landlord and Tenant Act.

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| <b>Landlord</b>          | _____  |
| <b>Landlord's Agents</b> |  |
| <b>Premises</b>          | Apartment #____, _____   |
| <b>Monthly Rent</b>      | \$ _____ Due in advance by the ____ of each Month.   |
| <b>Late Payment</b>      | If the Monthly Rent is more than five (5) days late, the Monthly Rent for that month shall increase by a Late Payment amount of \$25.  |
| <b>Lease Term</b>        | _____/_____/20____ to ____/_____/20____  |
| <b>Security Deposit</b>  | <p>\$ _____ to be paid as follows:</p> <p><input type="checkbox"/> In full before the Tenants may move in.</p> <p><input type="checkbox"/> \$ _____ per <i>week</i> or <i>month</i> in addition to the Monthly Rent.</p> <p>The Security Deposit may not be used to pay the last month's rent.</p> |
| <b>Tenant(s)</b>         | <p>Name: _____</p> <p>Name: _____</p> <p>Name: _____</p> <p>The names of any additional Tenants are on the back of this page.</p>  |
| <b>Parking</b>           | Parking is provided for _____ car(s). Unfettered access to the street is not guaranteed and parking may have to be shared and coordinated other Tenants in the building.   |
| <b>Utilities</b>         | The Landlord shall <b><u>ONLY</u></b> provide the following utilities:<br>_____  |
| <b>No Smoking</b>        | Smoking inside the Premises is strictly prohibited.  |

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|---|--|
| <b>Pets</b>                                   | <p>The following pets are allowed on the Premises:</p> <p><input type="checkbox"/> None    <input type="checkbox"/> ____# Cat(s)    <input type="checkbox"/> ____# Dog(s) under ____ Pounds</p> <p><input type="checkbox"/> Other _____</p>  |
| <b>Condition of the Premises</b>              | <p><input type="checkbox"/> The Tenants will accept the Premises “as is.”</p> <p><input type="checkbox"/> The Tenants will accept the Premises “as is” except the Landlord will make the following improvements within 30 days after the start of the Lease Term:</p>  |
| <b>Painting &amp; Improvements by Tenants</b> | <p>The Tenants shall not paint, or make any other alterations or improvements to, the Premises unless the Landlord agrees to them in advance in writing.</p>   |
| <b>Attorney &amp; Collection Fees</b>         | <p>The Tenants will be responsible for all of the reasonable collection costs, attorney fees and expenses the Landlord may incur enforcing the terms and conditions of this Lease.</p>   |
| <b>Joint &amp; Several Liability</b>          | <p>Each Tenant is jointly and severally responsible for all of the financial obligations arising from this Lease. The Landlord does not have to apportion, or divide, any money that may become due among the Tenants.</p>   |
| <b>Insurance</b>                              | <p>The Landlord is not providing the Tenants with insurance and the Tenants are advised to obtain insurance to protect their personal property from fire, theft, water and all other types of damage.</p>  |
| <b>Appliances</b>                             | <p>The Landlord is providing the following, and only the following, appliances: Refrigerator and Stove.</p>  |
| <b>Rules &amp; Regulations</b>                | <p>The current Rules and Regulations for the Premises are contained in this Lease but the Landlord reserves the right to issue additional Rules and Regulations, which the Tenants must abide by, so long as doing so does not violate the RI Residential Landlord and Tenant Act.</p>   |
| <b>Lead Paint</b>                             | <p>Landlord states as follows:</p> <p><input type="checkbox"/> The leased premise was constructed in 1978 or later.</p> <p><input type="checkbox"/> The leased premise was constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenants and any agents, of the <u>Lead-Based Paint Disclosure Form</u> attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenants, and Tenants received the EPA pamphlet “<i>Protect Your</i></p> |

|                 |  |
|-----------------|--|
|                 | <i>Family from Lead in Your Home.”</i>   |
| <b>Addendum</b> | <input type="checkbox"/> There is an addendum attached to, and incorporated into, this Lease.<br><input type="checkbox"/> There is NOT an addendum attached to, nor incorporated into, this Lease. |

**1. GRANT OF LEASE:** Landlord does hereby lease unto Tenants, and Tenants do hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the Premises.

**2. TENANT(S):** The Premises may not be occupied by anyone other than the adults listed on this Lease and the children they are caring for. This limitation allows the Landlord the opportunity to conduct background checks on the adult Tenants.

**3. TERM OF LEASE:** This Lease is for the Term set out above unless renewed or extended pursuant to the terms in this Lease.

**4. SECURITY DEPOSIT:** The Tenants shall give the Landlord a Security Deposit in the amount set out above on the terms set out above. **If the Landlord has agreed to accept any portion of the Security Deposit after the Tenants occupy the Premises, any money the Tenants subsequently give the Landlord shall be applied first towards the Security Deposit and then towards the Monthly Rent.** Tenants shall be liable to Landlord for all damages to the Premises upon the termination of this Lease except for ordinary wear and tear. The Landlord may withhold money from the Security Deposit to pay for the damage. The Landlord may also collect from the Tenants more than that amount if the damage exceeds the amount of the Security Deposit. The Tenants are not entitled to interest on the security deposit. **Tenants may not apply the Security Deposit to any rent due under this Lease.** If the Landlord sells the Premises, the Landlord shall have the right to transfer Tenants’ security deposit to the new owner.

**5. RENT PAYMENTS:** Tenants agree to pay the Landlord an amount equal to the Monthly Rent times the number of months in the Lease Term. The Tenants shall pay that amount in equal monthly installments on or before the date set out next to the Monthly Rent above. The Tenants are responsible for delivering the Monthly Rent to the Landlord. If the Monthly Rent is not paid in full within five (5) days of when it is due, the Late Payment amount set out above will be due as additional rent for that month.

**6. NOTICES:** All notices to the Landlord shall be delivered to the address set forth above. All notices to the Tenants shall be to the address set forth for the Premises.

**7. JOINT & SEVERAL LIABILITY:** If there are multiple Tenants, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants. This paragraph means the Landlord has the authority to sue any one Tenant for all of the money that may become due under this Lease.

**8. CONSEQUENCES OF BREACH BY TENANT(S):** If any Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease, the Tenants shall be considered in breach of this Lease. Breach by one Tenant shall be considered breach by all Tenants. **Tenants agree and understand that upon termination of this Lease because of a Tenant's breach of its terms and conditions, the entire remaining balance of unpaid rent for the remaining Lease Term shall become immediately due, payable, and collectable subject to the Landlord' obligation to mitigate damages.**

**9. UTILITIES:** Tenants will provide and pay for all of their utilities except for water and sewer.

**10. NOTICE OF INTENT TO SURRENDER & HOLD OVER TENANCY:** At least thirty (30) days prior to the end of the Lease Term, the Tenants shall give written notice to Landlord of their intention to either stay in the Premises or to leave at the end of the Lease Term. **If written notice is not timely given, the Tenants shall become month-to-month Tenants** and all provisions of this Lease will remain in full force and effect except **the Monthly Rent shall double.** If Tenants becomes month-to-month tenants in the manner described above, Tenants must give a written notice to the Landlord thirty (30) day in advance of their intention to surrender the Premises. At any time during a month-to-month tenancy the Landlord may terminate the month-to-month Lease by serving Tenants with a written notice of termination, or by any other means allowed by applicable Rhode Island law.

**11. OBLIGATIONS AND DUTIES OF TENANT(S):** In compliance with Rhode Island General Law §34-18-24, Tenants shall:

- (1) Comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the Premises that he or she occupies and uses as clean and safe as the condition of the Premises permit;
- (3) Dispose from his or her dwelling unit all garbage, rubbish, and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the Tenants as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the Premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so;
- (7) Conduct himself or herself, and require other persons on the Premises with his or her consent to conduct themselves, in a manner that will not disturb his or her neighbors' peaceful enjoyment of the Premises;
- (8) Refrain from using any part of the Premises in a manner such as would constitute the maintaining of a narcotics nuisance under the provisions of RIC § 21-28-4.06;
- (9) Refrain from using any part of the Premises or any public property adjacent thereto for the manufacture, sale, or delivery of a controlled substance or from possessing on the Premises or any public property adjacent thereto with the intent to manufacture, sell, or deliver a controlled substance classified in schedule I or schedule II of chapter 28 of title 21, RIGL; and

(10) Refrain from any crime of violence on the Premises or on any public property adjacent to said Premises. A "crime of violence" means and includes any of the following crimes or an attempt to commit any of the following crimes: murder, manslaughter, arson, rape, sexual assault, mayhem, kidnapping, assault with a dangerous weapon, assault or battery involving grave bodily injury, and a felony assault with intent to commit any offense.

**Tenants agree that any violation of those provisions shall be considered a breach of this Lease.**

**12. NO ASSIGNMENT:** Tenants may not sub-let or sub-lease the Premises, or assign the Lease, without the prior written consent of Landlord.

**13. TENANT'S INSURANCE:** The Landlord shall not be liable to anyone for damages not proximately caused by the Landlord or the Landlord's agents. The Landlord will not compensate Tenants or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenants are therefore strongly encouraged to independently purchase insurance to protect themselves and all their personal property from any and all damages including theft, fire, water damage and smoke damage.

**14. CONDITION OF APREMISES:** Tenants hereby acknowledges that Tenants have examined the Premises prior to the signing of this Lease or knowingly waived said examination. Tenants acknowledges that they have not relied on any representations made by Landlord, or Landlord's agents, regarding the condition of the Premises and that Tenants will take the Premises in its current as-is condition with no express or implied warranties or representations beyond those set out above or that may be required by Rhode Island law. Tenants agree not to damage the Premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenants, Tenants' family or Tenants' invitees, licensees, and/or guests. If such damages are incurred, Tenants are required to pay for any resulting repairs at the same time and in addition to the next Monthly Rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenants shall return the Premises in as good condition as when taken by Tenants at the commencement of the lease except for ordinary wear and tear.

**15. ALTERATIONS:** **Tenants may not paint the Premises without the Landlord's prior written consent.** Tenants shall make no alterations, decorations, additions, or improvements to the Premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord in advance in writing. If a construction or mechanic's lien is placed on the Premises as a result of the work, such shall be satisfied by Tenants within ten (10) days thereafter at Tenants' sole expense.

**16. NO ILLEGAL USE:** Tenants shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the Premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the Premises, Tenants agree to immediately inform Landlord and the appropriate authorities. Tenants shall bear responsibility for any and all illegal acts or omissions upon the Premises committed by themselves, their

families or invitees, licensees, and/or guests. Any such acts shall be considered a breach of this Lease.

**17. NOTICE OF INJURIES:** Tenants shall give prompt written notice to the Landlord of any significant injuries suffered on, or damage to, the Premises. Notice given more than 12 hours after such an occurrence shall be presumed to be untimely and not prompt.

**18. LANDLORD'S RIGHT TO MORTGAGE, SELL and TRANSFER:** Tenants agree to accept the Premises subject to and subordinate to any existing or future mortgages or other liens, and the Landlord reserves the right to subject Premises to same. Tenants agree to and hereby irrevocably grants the Landlord power of attorney for Tenants for the sole purpose of executing and delivering in the name of the Tenants any documents related to the Landlord's right to subject the Premises to a mortgage or other lien. Tenants agree the Landlord may sell or transfer the Premises and assign this Lease to the new owner(s).

**19. ABANDONMENT:** Abandonment shall be defined as the absence of the Tenants from the Premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenants will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of the Landlord under this Lease or applicable Rhode Island law, except that in case of abandonment, the Landlord or the Landlord's agents may immediately or any time thereafter enter and re-take the Premises as provided by applicable Rhode Island law, and terminate this Lease without notice to Tenants.

**20. NOTICE OF ABSENCE FROM PREMISES:** If Tenants are to be absent from the Premises for seven (7) or more consecutive days, they shall notify the Landlord in writing. Tenants expressly agree and understand that absence from the Premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

**21. DELAY OF POSSESSION:** Tenants agree that if by reason of the Premises being unready for occupancy, or by reason of the previous Tenants holding over, or as a result of any other cause whatsoever, Tenants are unable to enter and occupy the Premises, the Landlord shall not be liable to Tenants for damages, but the Landlord shall reduce the rent for the period during which the Tenants are unable to occupy the Premises.

**22. MATERIALITY OF RENTAL APPLICATION:** All representations made by Tenants on the Rental Application, and all similar document, are material to the grant of this Lease and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on any of the documents, the Landlord may deem Tenants to be in breach of this Lease.

**23. MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon the Landlord unless in writing and signed by the Landlord. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

**24. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in, and conveyed by, this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Rhode Island law.

**25. SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions, and/or portions of provisions, shall remain valid and enforceable and shall be construed to so remain.

**26. NO WAIVER:** The failure of the Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of the Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and the Tenants upon which the Tenants may rely upon if contrary to the terms and conditions of this Lease.

**27. ATTORNEY FEES & COLLECTION COSTS:** In the event that Landlord employs an attorney, or incurs collection costs, to collect any rents or other charges due hereunder by Tenants, or to enforce any of Tenants' covenants herein, or to protect the interest of the Landlord hereunder, Tenants agree to pay a reasonable attorney's fee and collection costs and all expenses and costs incurred thereby to the greatest extent allowed by applicable law.

**28. DESTRUCTION OF PREMISES:** In the event the Premises shall be destroyed or rendered totally uninhabitable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenants up to the time of such damage or destruction of said Premises as if being prorated as of that date. In the event the Premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially uninhabitable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said Premises to substantially the condition the Premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the Premises bears to the whole of said Premises.

**29. EMINENT DOMAIN:** In the event that the Premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

**30. LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable Rhode Island law, the Landlord shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective Tenants or purchasers, to make such reasonable repairs and alterations as may be deemed beneficial or necessary by the Landlord, and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. The Landlord shall give reasonable notice of intent to enter Premises except in the case of an emergency. Furthermore, the Landlord retains a Landlord's Lien on all personal property placed upon the Premises to secure the payment of rent and any damages to the Premises to the extent allowed by Rhode Island law.

**31. GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of Rhode Island.

**32. LEAD-BASED PAINT DISCLOSURE: HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LEASEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.**

See above for the Landlord's statement regarding lead paint where one of the following statements was made by checking the box next to it.

The leased premise was constructed in 1978 or later.

The leased premise was constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenants and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenants, and Tenants received the EPA pamphlet "*Protect Your Family from Lead in Your Home.*"

**33. RULES & REGULATIONS:** The following, in addition to the other terms and conditions contained in this Lease, are the Rules & Regulations for the Premises and the Tenants must obey them:

- a) No waterbeds allowed on the Premises.
- b) The only pets allowed on the Premises are those specifically authorized above.
- c) No boats, trailers or unregistered or uninsured cars may be parked at the Premises.
- d) Tenants must not disturb the neighbors so loud parties, band practices and similar activities are prohibited.
- e) Tenants must obey the applicable recycling ordinances and every week they must put out, and promptly take in, their trash can and two recycling bins.
- f) Twenty-four (24) hours advance notice to the Tenants shall be deemed reasonable in situations when the Landlord needs, or desires, non-emergency access to the Premises.
- g) Landlord shall retain keys to the Premises. Tenants may not add any locks to the Premises that would prevent the Landlord from accessing the Premises when the Tenants are not in it.
- h) Hallways and common areas must be kept clean and may not be used for storage.



- i) Tenants may not place any laundry equipment in their unit or anywhere else on the Premises.
- j) Smoking is prohibited inside the Premises.
- k) \_\_\_\_\_.
- l) \_\_\_\_\_.

The Landlord may issue additional Rules and Regulations which the Tenants must obey provided doing so does not violate the Rhode Island Residential Landlord and Tenant Act.

**Having read and understood this Lease, and intending to be bound by all the terms and conditions contained in it, the parties have signed below:**

LANDLORD, By its Agent:

\_\_\_\_\_ Date \_\_\_\_\_

TENANT(S):

\_\_\_\_\_  
Tenant Date Tenant Date

\_\_\_\_\_  
Tenant Date Tenant Date

\_\_\_\_\_  
Tenant Date Tenant Date