

LEASE AGREEMENT

THE UNDERSIGNED LESSOR/OWNER has let and demised unto the undersigned LESSEE(S) herein called "Tenant", this day of _____, 20 :

Rental Address: _____

Lessee/Tenant Name(s): _____

Lessor/Owner Name(s): _____

Rental Amount: _____ Security Deposit: _____

TO HAVE AND TO HOLD THE SAME, with the rights and privileges thereof, for the term of _____ on condition of payment to said Lessor of a rent therefor of _____ on the next hereafter; that the demised premises shall not be altered, mutilated, damaged, sublet, or underlet without the knowledge and written consent of the Lessor; and that for any condition broken, the Lessor, so choosing, may enter upon and resume possession of said premises, without prejudice to his/her/their other rights or remedies against the Tenant, hereunder, pursuant to Rhode Island General Laws.

1. **DEPOSITS:** Security Deposit is due at signing of lease or no later than _____. First Month/First Payment, Last Month Rent and Rubbish Removal Fee is due by _____. Checks should be made payable to _____ and delivered to _____. If any of the present students are re-renting the same property, _____, (hereinafter "Realty Agency") is entitled to the full commission.

2. **SECURITY/DAMAGE DEPOSIT:** The security deposit is to be held to reserve rental for _____. Upon Tenant's arrival, it becomes a damage deposit. If the Tenant changes his/her/their mind, the security deposit is **non-refundable and will be forfeited**. The damage deposit will be returned within 20 days of the expiration of the Lease pursuant to Rhode Island General Laws, turning in the keys (\$10.00 for each missing key), and providing forwarding addresses, provided there is no physical damage to the premises and its furnishings, other than ordinary wear and tear, and no outstanding bills as provided. Tenants agree to allow Lessor to deduct from the security deposit the following charges if they apply: (a) The costs of any repairs, replacements, redecorating, and or refurbishing of the premises, or any fixtures, systems or appliances, caused by other than "ordinary" wear; (b) any damages caused by smoking inside the house as smoking is not permitted; (c) a reasonable cleaning expense; and (d) any outstanding bills (e.g. cable, internet, phone, electric, fuel). **THE SECURITY DEPOSIT MAY NOT BE USED FOR RENTAL PAYMENTS.**

3. **DELINQUENT AND/OR RETURNED CHECKS:** Lessor's ability to provide services rests upon the

prompt receipt of monthly/semester rental payment. Lessor's failure to receive Lessee's

monthly/semester rent within **5 days** of the due date will result in a late fee of **\$25.00** for each late payment, and an additional **\$2.00** fee per day will be assessed until payment is made. If a check has been returned by the financial institution, all future payments will be required in cash or by certified check. In addition, Lessee shall pay a **\$35.00** returned check fee. Eviction process for all tenants will begin on the th**16 day** any payment from **any one** individual is in arrears. All fees, late fees, and service charges incurred by the Tenant as well as any expenses including reasonable attorney's fees incurred by Lessor in instituting and prosecuting any actions by reason of any default of Tenant hereunder shall be deemed to be additional rent and shall be due from Tenant to Lessor immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this agreement for nonpayment of rent.

4. **INSPECTION:** Lessee shall have 3 days from the beginning of the Lease to inspect the premises and return the "Inspection Sheet." Lessee shall be responsible for any damages not identified on the 2

"Inspection Sheet." Normal and/or reasonable wear and tear are expected.

5. **UTILITIES:** Electricity, fuel, cable, telephone services, rubbish removal, and charges for snow/ice removal are **NOT** part of this Agreement and shall be paid by Tenant. Tenant is responsible for water heater rental fee, if applicable. Tenant is responsible for replacing any burned out light bulbs during the term of the lease. Tenant **must** keep original phone number and transfer the telephone service back into the Owner upon the termination of the lease if service was previously in Owner's name. Tenant is responsible for paying the wire maintenance fee required on the telephone. Tenant agrees not to change or disconnect its number. If active telephone service is disconnected during tenancy, Tenant is responsible for all reconnect fees. Tenant is responsible for excess water and sewer use for the term of the lease as determined by the town. Tenant agrees to initiate transfer of all utilities into their names two weeks prior to move in date. Please assign and identify the contact person for all inquiries regarding the utilities and any other information:

6. **HEAT:** Tenant agrees to maintain an interior temperature of at least 55° at all times. **NO** supplementary heating (i.e. wood stove, gas/electric heaters) is allowed. Tenant agrees to purchase fuel from company providing service contracts. Tenant agrees to monitor fuel levels to insure that the fuel does not run out. Should fuel run out, Tenant will be responsible for any reigniting costs and all damages due to frozen pipes. Tenant agrees to a separate \$_____ fuel deposit to be used to insure that fuel tanks are filled at the end of the lease term. Should the tanks not be filled, Lessor will use the deposit to fill the tank. The balance along with the documentation (invoice) will be sent to Tenants within 20 days of the end of the lease period. **FUEL TANKS MUST BE LEFT FULL AT END OF THE LEASE PERIOD.**

7. **INTERIOR:**

a. **NO SMOKING** in or around the premises unless otherwise agreed upon in writing with the Lessor.

b. **NO WATER BEDS** are allowed on the premises without the consent of the Lessor.

c. **NO SWIMMING POOLS OR HOT TUBS** are allowed on premises without the consent of the Lessor.

d. **NO AIR CONDITIONERS** allowed on the premises without the consent of Lessor.

e. **NO BURNING OF CANDLES & INCENSE:** The Tenant agrees that he/she/they will **not** burn

candles nor incense in or around the property. Any property damage caused by Tenant's failure to

comply, including discolor of ceiling and/or walls, will be the responsibility of Tenant.

f. **NO ANIMALS:** No animals of any kind (i.e. dog, cat, bird, fish, snake, etc.) are allowed. **NO**

overnight sitting of animals for parents, friends, etc. If any animals are found on the premises, a fee

of **\$20.00** per day will be charged until said animals are removed. The fee will be paid with the

following month's rent/ or within 20 days after receiving notice.

g. **WALLS, CEILING, FLOORS: DO NOT** move or disassemble any furniture. **NO** tape, tacks,

staples, nails or adhesives may be used on walls or ceilings. Tenant will be responsible for any

adverse effects of the above or chemicals, cleaning agents, or hired "professionals" that require repair or replacement of items in or on the premises. No flags or banners allowed on interior or exterior of property.

h. CLEANING: Tenants must keep the premises in a clean and habitable condition. The Lessor/agent

reserves the right upon any inspection to hire a cleaning person, at the Tenant's expense, at an

approximate cost of \$75 per cleaning to be paid at time of cleaning.

i. ALTERATIONS: Tenants shall not remodel, paint or make any structural changes to the premise nor

remove any furnishings without the prior written consent.

8. SMOKE DETECTOR: Lessor shall provide working smoke detectors for the premises. Tenant shall be responsible for maintaining proper operations of all smoke detectors in said premises during the term of this lease. Tenants agree not to permit any hazardous act which might cause fire. If the premises becomes uninhabitable by reason of fire caused by the Tenants negligence or the Tenants agents or servants, the rental herein shall be suspended until premises has been restored to a habitable condition. Owners are not obligated to rebuild or restore the premises.

9. TENANTS: ONLY PEOPLE ON THE LEASE MAY OCCUPY THE DWELLING. OCCASIONAL OVERNIGHT GUESTS ARE ALLOWED; HOWEVER, ANY 1 GUEST CANNOT STAY LONGER THAN 4 NIGHTS WITHIN A MONTH. Tenant shall be held responsible for all of his/her/their actions, as well as the actions of his/her/their guests, while tenants of the said premises.

10. REPAIRS: Tenants are responsible for any repair due to their misuse or any misuse of their invitees.

Tenants will notify Agent so repairs can be made. No repairs should be made with out Lessor consent. 3

11. ACCESS AND LOCKS:

a. Tenant agrees to allow Realty Agency personnel and/or the Owner of the property to enter the premises with 48 hours notice in order to show the dwelling to prospective tenants, lenders, buyers, and for inspection, except in the event of an emergency, in which case, no notice shall be required. Tenant will also provide access to Realty Agency personnel and/or the Owner in order that inspections may be performed during the first 2 weeks of October, the first 2 weeks of December, and the first 2 weeks of May. If, during any inspection, damages are discovered, the Tenant will be given written notification of the damages, and the repairs must be made immediately. If the repairs are made by Realty Agency and/or Owner due to the failure of the repairs to be made by the Lessee, the cost of the repairs must be immediately reimbursed by Tenant to Realty Agency and/or Owner.

b. Locks shall not be changed, altered, or replaced, nor shall new locks be added by Tenant, without permission of Lessor.

12. VEHICLES/PARKING:

a. **NO** motor bikes, trailers, boats, recreational vehicles, or unregistered vehicles are to be brought on the premises.

b. **NO** parking or driving on the property lawn or neighbor's lawns or driveway is permitted. Any cars found parked on the lawn will be towed at Tenant's expense. Cars must be parked in an orderly fashion. The Lessor, at the Tenants expense, may remove disabled vehicles and unregistered vehicles at any time.

c. **NO** vehicle maintenance may be performed on the property (i.e. oil changes, brake changes, etc.).

d. Town parking restrictions must be followed.

13. **YARDS:** Lessor will provide trash barrels with lids for the premises. Tenant agrees to keep the yard litter-free (including cups, bottles, paper, wrappers, and the like), keep the barrels in their designated area and keep the lids on the trash barrels for the term of the lease. No lawn games (ie.-volleyball nets, badminton, horseshoes etc.) allowed on the premises. Tenant will bear the expense for any damages to the lawn by Tenants. The Lessor shall provide for all lawn care in accordance with neighborhood standards. Lessor or their agents may enter the grounds to perform lawn care, landscaping and exterior maintenance without notice or consent from the Tenants. Tenants are responsible for snow and/or ice removal.

14. **PARTIES/DISTURBING NOISES/NUISANCE:** The Tenant agrees that he/she/they will not breach the covenant of quiet enjoyment for the other tenants and/or neighbors. Tenant agrees not to make or permit any disturbing noises (e.g. hooting, yelling, shouting, singing, music inside a car). Lessee shall keep the volume of any guests, radio, stereo, television, CD, musical instrument, or any other piece of equipment which emits sound sufficiently reduced so as not to disturb nearby residents, in accordance with local noise ordinances. If the Tenant and/or Lessor receives a notice from the local police department that there has been a disturbance at the rental premises, which has caused a nuisance to the neighborhood, in violation of Rhode Island General Law §11-30-7, there will be a **\$50.00 penalty fee per Tenant** for the first notification. At this point there will be a three month period which will be considered a probationary period. There will be no further penalty fee during the term of the lease if there are no further disturbances. If there is a second such notification, the rent will increase **\$100.00 per Tenant** for the remaining term of the lease. If there is a third such notification, the rent will increase **\$150.00 per Tenant** for the remaining term of the lease. Eviction can result from any nuisance/noise violation depending on severity. Tenants will receive written notice of eviction. Parents and/or co-signors may also be notified of any incidences. Any breach of Rhode Island General Laws relative to disturbing the enjoyment of the homes by the neighbors, or disturbing the peace of the

neighborhood, will be considered a breach of this contract. No kegs are permitted on the property without the prior consent of the Lessor. Tenants are not allowed firearms on the premises at any time.

Tenants agree to comply with the attached town rental ordinances which address ordinances for Public Nuisance, Noise Disturbance and Unlawful Possession and Consumption and any associated penalties.

ABSOLUTELY NO FRATERNITY OR SORORITY ACTIVITIES MAY OCCUR IN HOUSE OR ON THE GROUNDS, UNLESS OTHERWISE AGREED TO BY THE PARTIES.

15. **LIABILITY:** Lessor shall not be liable for damage to Lessee's property of any type for any reason or cause whatsoever, except where such is due to the Lessor's gross negligence. Lessee should consider obtaining tenant insurance and liability insurance. Lessee is liable for expense due to damage of water pipes, plumbing fixtures, appliances, furniture, and house structure due to Lessee's negligence. Reasonable wear and tear is excepted. Should the Tenants leave personal property on the premises after the termination of the lease, the personal property will be deemed abandoned and the Lessor has the right to remove it. Costs incurred may be deducted from the security deposit. 4

16. VACANCY:

a. Tenant agrees to notify the Lessor (or their agents) if the house will be vacant for a period of 5 days or more with the exception of school break periods.

b. Tenant agrees to vacate the premises by . The Tenant acknowledges that he/she/they is/are renting said premises for The Fall, Winter & Spring. Summer rental for the premises is \$ per month. If for any reason Tenant fails to vacate the premises by _____, Tenant agrees that he/she/they will be responsible for all damages incurred by the Owner and Agent, including, but not limited to, the following:

Rent each month

Damages incurred by Owner/Agent, including but not limited to

Summer rental cost

Breach of Contract action against Owner

Attorney's Fees/Court Costs

17. BREACH OF LEASE/EVICTION: If Tenant breaches the terms of this lease for any reason, the Tenant shall be responsible for any and all costs incurred by the Lessor including, but not limited to, attorney's fees, court costs, filing fees, service fees, unpaid rent, and the like.

18. NON-COMPLIANCE WITH LEASE: If Tenant breaches the terms of the rental agreement and/or his/her/their legal duties, including, but not limited to, Rhode Island General Laws §34-18-24 and §11-30-7, Lessee will be sent a written demand notice specifying the acts or omissions which constitute a breach. If Tenant fails to remedy the breach within the 20-day notice period, this rental agreement will terminate upon the date specified in the notice. If Tenant does not remedy the breach, an eviction action will be initiated, and the Lessor may recover possession and/or damages. In addition, where the Tenant's non-compliance is willful, Lessor may recover attorney's fees and costs.

For the first notice of non-compliance, each Tenant will be fined \$ for each offense. Should a second notice of noncompliance be sent, Lessee will be fined \$ for each offense. After the expiration of the 20-day notice period relative to the second notice of noncompliance, eviction proceedings may be initiated.

19. LESSOR: Lessor is responsible for maintaining the dwelling in compliance with minimum housing standards. Lessor must also comply with the "Landlord Tenant Act" of Rhode Island General Laws. Lessor will make all repairs necessary to keep the premises in a fit and habitable condition. Tenant will maintain all appliances, electrical, plumbing and heating in a good and safe working order.

20. TENANT: Tenant shall be jointly and severally obligated to the conditions and terms of this Lease. This Lease is to be in force between the parties, their parents/guardians, their heirs, executors, administrators, and their assigns. 5

1.

Tenant #1 Name Home Address

Home Telephone Cell Phone Tenant #1 Social Security #

Parent/Guardian Name Parent/Guardian Name

2.

Tenant #2 Name Home Address

Home Telephone Cell Phone Tenant #2 Social Security #

Parent/Guardian Name Parent/Guardian Name

3.

Tenant #3 Name Home Address

Home Telephone Cell Phone Tenant #3 Social Security #

Parent/Guardian Name Parent/Guardian Name

4.

Tenant #4 Name Home Address

Home Telephone Cell Phone Tenant #4 Social Security #

Parent/Guardian Name Parent/Guardian Name

5.

Tenant #5 Name Home Address

Home Telephone Cell Phone Tenant #5 Social Security #

Parent/Guardian Name Parent/Guardian Name

6.

Tenant #6 Name Home Address

Home Telephone Cell Phone Tenant #6 Social Security #

Parent/Guardian Name Parent/Guardian Name 6

THE SAID LESSEE(S)/TENANT(S) ACCEPTS THE DEMISE, AND COVENANTS TO OBSERVE AND PERFORM THE CONDITIONS AFORESAID; AND ALSO, THAT ON THE ENTRY OF THE LESSOR(S) FOR CONDITION BROKEN OR ON THE EXPIRATION OF THE FULL TERM AFORESAID, WHICHSOEVER SHALL FIRST HAPPEN, THE LEGAL POSSESSION OF THE PREMISES SHALL REVEST IN THE SAID LESSOR(S), AND THE LESSEE(S) WILL IMMEDIATELY LEAVE THE SAME, IN AS GOOD ORDER AND CONDITION AS WHEN RECEIVED, COMMON WEAR AND TEAR, AND DAMAGE BY FIRE OR OTHER ACCIDENTS, WITHOUT DEFAULT OR MALFEASANCE OF THE OCCUPANTS, EXCEPTED. THIS LEASE IS TO BE IN FORCE BETWEEN THE PARTIES, THEIR PARENTS/GUARDIANS, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, AND THEIR ASSIGNS.

SIGNED, SEALED, AND DELIVERED ON THE DAY AND YEAR AFORESAID.

_____ Lessor/Owner Signature Lessor/Owner Signature

Tenant #1 Signature Parent/Guardian's Signature

Parent/Guardian's Signature

Tenant #2 Signature Parent/Guardian's Signature

Parent/Guardian's Signature

Tenant #3 Signature Parent/Guardian's Signature

Parent/Guardian's Signature

Tenant #4 Signature Parent/Guardian's Signature

Parent/Guardian's Signature

Tenant #5 Signature Parent/Guardian's Signature

Parent/Guardian's Signature

Tenant #6 Signature Parent/Guardian's Signature
