



## LEASE AGREEMENT

### GENERAL INFORMATION

RENTAL AGENT: \_\_\_\_\_ DATE PREPARED: \_\_\_\_\_  
 LANDLORD: \_\_\_\_\_ PREMISES: \_\_\_\_\_  
 MANAGER: \_\_\_\_\_ UNIT: \_\_\_\_\_  
 LEASE START DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 MONTHLY RENT: \$ \_\_\_\_\_ WEEKLY RENT: \$ \_\_\_\_\_ SEASONAL RENT: \$ \_\_\_\_\_  
 SECURITY DEPOSIT: \$ \_\_\_\_\_ 1ST MONTH'S RENT: \$ \_\_\_\_\_ PRO-RATED RENT: \$ \_\_\_\_\_

### TENANT/CO-TENANT INFORMATION

TENANTS/Co-Signers \_\_\_\_\_ CO-TENANTS: \_\_\_\_\_

### UTILITY INFORMATION

UTILITIES INCLUDED:	Yes	No		Yes	No
HEAT ( )	<input type="checkbox"/>	<input type="checkbox"/>	GAS	<input type="checkbox"/>	<input type="checkbox"/>
HOT WATER ( )	<input type="checkbox"/>	<input type="checkbox"/>	TELEPHONE	<input type="checkbox"/>	<input type="checkbox"/>
ELECTRIC	<input type="checkbox"/>	<input type="checkbox"/>	CABLE TV	<input type="checkbox"/>	<input type="checkbox"/>
WATER/SEWER	<input type="checkbox"/>	<input type="checkbox"/>	LAWN CARE	<input type="checkbox"/>	<input type="checkbox"/>
TRASH	<input type="checkbox"/>	<input type="checkbox"/>	SNOW REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>

**T**HIS AGREEMENT, entered into on the date signed, by and between the above named parties, hereinafter respectively, LANDLORD and TENANT: If more than one tenant, each shall be jointly and severally liable hereunder and collectively referred to as Tenant herein, and service of any summons or notice relative to the tenancy on either shall constitute notice to the other.

**LANDLORD** hereby leases and Tenant hereby hires and takes premises (as defined below) for the term specified and subject to all of the terms and provisions set forth below.

1) PREMISES: The premises herein leased is situated at \_\_\_\_\_ Unit # \_\_\_\_\_ in \_\_\_\_\_, Rhode Island . In together with \_\_\_\_\_ parking and/or \_\_\_\_\_ garage space(s).

2) TERM: The term of this lease shall be from and including \_\_\_\_\_ to and including \_\_\_\_\_ .

3) RENT: The rent for the total lease term shall be the sum of \$\_\_\_\_\_, payable in advance in equal monthly installments of \$\_\_\_\_\_, which Tenant agrees to make in lawful money of the United States. Tenant expressly agrees to pay said rent each month in advance. If Tenant shall hold over and continue in possession of said premises, with Landlord written authorization, after the expiration of the term hereof, such holding over shall be construed as a tenancy from month-to-month, subject to all other terms and conditions of the lease. If tenancy becomes a month to month, either party may terminate the tenancy at any time by giving to the other not less than 30 days written notice. Rental payments are due on the 1st day of each month. Tenant acknowledges and further agrees to pay a \$40.00 service charge on any returned checks. THERE WILL BE A \$20.00 PER DAY LATE CHARGE IF RENT IS NOT RECEIVED BY THE 5TH DAY OF THE MONTH. All late charges and service fees incurred shall be considered to be additional rent, due payable without notice on the 1<sup>st</sup> day of the following month.

**PAYMENT INFORMATION:**

**RENTAL PAYMENT MADE TO:**

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 \_\_\_\_\_

4) UTILITIES: Tenant will pay all charges for utility services used by Tenant unless marked “yes” on page (1), and shall indemnify the Landlord against any liability or damage on such accounts. **For the purposes of this lease all utilities paid by the Tenant are considered as additional rent and will be the sole responsibility of the Tenant unless otherwise noted in this rental agreement. For the purposes of this lease lawn care is to include regular mowing and maintenance of the lawn, and the regular maintenance, trimming and care of any and all shrubs and or gardens situated on the property.** Regarding heating fuel: .

5) SECURITY DEPOSIT: Tenant shall pay to Landlord a security deposit in the amount of \$\_\_\_\_\_. This amount shall be refundable within twenty (20) days after the later of Tenant vacating the premises, providing landlord with a forwarding address, and returning of all keys, minus any amount of unpaid accrued rent, late fees, service charges or unpaid utilities, any amount needed to repair any physical damage to the premises other than ordinary normal wear and tear, or to clean such premises, if necessary, upon termination of the tenancy. Any and all deductions from security deposit shall be verified with a copy of a bill or receipt. Landlord may also deduct any amounts due under the MUNICIPAL ORDINANCE provision (16.E) of this lease. In the event of any damage to, or destruction of the premises or any part thereof as to which Tenant is responsible hereunder. Landlord may at his option, repair such damage or destruction and, in addition to any other remedies hereunder, apply such amounts toward payment of costs of such repair. Please note that, \_\_\_\_\_ does not hold security deposit unless stated below, and is not responsible for property management and/or checking tenants out at end of lease, unless stated. In accordance with Rhode Island state law a tenant MAY NOT USE THE SECURITY DEPOSIT AS LAST MONTH’S RENT unless agreed in writing by both tenant and landlord.

**SECURITY/PROPERTY MANAGEMENT INFORMATION**

SECURITY DEPOSIT IS HELD BY:

THIS PROPERTY IS MANAGED BY:

TELEPHONE:

TELEPHONE:

EMAIL:

EMAIL:

6) USE OF PREMISES: Tenant agrees to use the premises solely as a private residence for occupancy by no more than \_\_\_\_\_ residents and no other persons without the prior written consent of the Landlord. Tenant agrees to maintain the premises in clean sanitary condition at all times, to commit no waste, to engage in no unlawful conduct therein, and to observe all applicable laws, rules, regulations, ordinances and/or governing authorities within i.e. condo associations affecting the premises. In particular, without limitations, Tenant agrees to keep all plumbing fixtures as clean as their condition permits and to use all facilities and appliances in a reasonable manner. No waterbed will be allowed unless otherwise stated in the agreement. If waterbeds are allowed, Tenant is required to hold insurance to cover any damages and shall provide landlord with proof of insurance.

7) CONDITION OF PREMISES, MAINTENANCE AND REPAIR, RIGHT OF INSPECTION, RIGHT TO SHOW: Tenant has thoroughly examined the condition of the premises, and by taking possession thereof acknowledges receipt of the same in clean and good order and repair and that no agreements have been made between Landlord and Tenant, expressed or implied except those contained herein or endorsed with respect to any further additions, improvements or alterations to the premises. Landlord, its agents and designated representatives, shall have the right to enter the premises, upon statutory notice, to inspect the premises, to make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workman, or contractors. Landlord, its agents and designated representatives may enter the premises without notice in case of an emergency, during any absence of the Tenant in excess of seven (7) days, if necessary for the protection of the premises, or if Tenant has abandoned or surrendered the premises. Tenant shall notify Landlord of any anticipated absence from the premises in excess of ten (10) days no later than the first day of such absence. Tenant agrees to return the premises to Landlord in the same condition as received at the end of the term (ordinary wear and tear excepted), in broom clean condition. Tenant agrees to: \_\_\_\_\_.

8) ASSIGNMENT AND SUBLETTING: There will be no assignment and/or subletting without the written consent of the Landlord.

8A) ADDITIONAL TENANTS: Tenant agrees that, as per application there will be no other people residing at this residence unless permission has been granted by landlord in writing. Landlord has option to increase rental amount for additional tenants.

9) LANDLORD'S FURNITURES AND FIXTURES: Tenant acknowledges that the following furniture and fixtures are now in or on the premises: Stove, Refrigerator, \_\_\_\_\_.

All such furniture and fixtures are and shall remain in the property of the Landlord and Tenant hereby agrees that, in the event of any damage, destruction, deterioration in the condition thereof, caused by Tenant, reasonable wear and tear excepted, during the term of this lease, Tenant will pay promptly on demand all costs or repair or replacement of such furniture and fixtures. Tenant shall not remove any furniture and fixtures from premises at any time.

10) PETS: (check one)

Tenant agrees not to keep or permit any pets to be kept in said premises without the permission of the Landlord.

Landlord has agreed the following pet can be kept on the premises under the conditions mentioned below\*.

PETS AND CONDITIONS: See *\*Pet Addendum Attached*

11) ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any alterations to the premises, including painting, or to add any improvement of any kind to the premises, without the Landlord's written consent in advance.

12) DAMAGE AND DESTRUCTION: Tenant hereby indemnifies Landlord against, and agrees to pay on demand for all reasonable costs of repair or restoration as a result of any damage or destruction to the premises caused by the Tenant and/or any persons on the premises through or under the Tenant, including without limitations Tenant's family, agents, employees, invitees, and guests. In particular, without limitation, Tenant shall pay for any expenses, damage or repair occasioned by the stoppage of overflow of waste pipes, bath tubs, toilets, wash basins, disposals, washing machines, dishwashers or sinks, provided that such stoppage or overflow was caused by the act or omission of Tenant and/or any persons on the premises through or under the Tenant, including without limitation, Tenant's family, agents, employees, invitees and guests. Tenant is responsible for keeping sufficient heat in the premises to keep pipes from freezing, **minimum 55 degrees**. The landlord will make sure that the proper smoke and carbon monoxide detectors are correctly placed and in working order at the beginning

of the lease term. The tenants are responsible to keep these devices working properly throughout the term of their lease. **THIS IS A NON-SMOKING PROPERTY. NO  OR YES**

13) DEFAULT BY TENANT:

13A. REMEDIES FOR DEFAULT: The failure by Tenant to pay any rent installment on or before the due date thereof, or the breach, default, failure, or violation of any of the terms herein by the Tenant, or of Tenant's obligation under the Rhode Island Landlord and Tenant Act, shall constitute a default of this lease agreement. Upon such default, Landlord may, through legal proceedings, if required, terminate this lease agreement, re-enter the premises, remove any of Tenant's property, recover from the Tenant all damages which it may suffer by reason of such breach, or pursue any remedy available under applicable law.

13B. ATTORNEY'S FEES: If an action is brought for the recovery of rent or other monies due or to be come due under this agreement or by reason of breach of any covenant herein contained or for the recovery of the possession of the premises, or to compel the performance of anything agreed to be done by the Tenant or to recover damages, or to enjoin any act contrary to the provisions hereof, or if Landlord retains the services of any attorney at law to commence any such action, the Landlord if the prevailing party, shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements, provided such award is consistent with the laws of the State of Rhode Island.

14) ADDITIONAL LIMITATIONS ON LANDLORD'S LIABILITY: To the extent permitted by law, it is agreed that Landlord shall not be liable for any loss or damage to any personal property belonging to the Tenant and/or person on the premises through or under the Tenant including without limitation, Tenant's family, agents, employees, invitees or guests. It is strongly recommended that the Tenant purchase Tenant's Rental Insurance to protect their personal property against damages or theft. Personal property is not covered by the Landlord's policy.

15) MILITARY CLAUSE: In the event the Tenant is a member of the United States Armed Forces on extended active duty and hereafter receives permanent change of station orders, to depart from the area where the Premises are located, or is relieved from active duty, then in any of these events, such party may either terminate this lease upon giving THIRTY (30) DAYS written notice to the Landlord, and shall attach a copy of official orders or a letter signed by the party's commanding officer, reflecting the change which warrants termination under this clause: See *\*Military Addendum Attached*

16) RULES AND REGULATIONS:

- A) TENANT: shall notify the Landlord/Property Management promptly of the need for any repairs to the Premises and shall not make any repairs or alterations without the written consent of the Landlord/Management. Tenant must obtain written consent from the Landlord before placing any additional locks on any doors and shall provide Landlord with a key.
- B) AUTOMOBILES: Only those automobiles registered and belonging to the Tenant(s) shall be parked in areas designated. No unregistered automobiles shall be allowed on streets or premises.
- C) SIGNS: Signs, advertisements, notices, door plates or similar items shall not be inscribed, engraved, or affixed to the exterior of the premises, or in the interior of windows.
- D) QUIET ENJOYMENT: The Landlord covenants that the Tenant, on paying the Rent and complying with the terms of this lease, shall peaceably and quietly have, hold and enjoy the premises for the term of this lease. The Tenant shall keep the streets and alleys adjacent to the premises clear of refuse and obstruction, the steps and sidewalks clear from ice and snow, and will use the premises in compliance with all laws and ordinances applicable thereto and in a manner which will not increase the fire insurance rate applicable thereto or which disturbs his or her neighbors' quiet enjoyment of the premises.
- E) MUNICIPAL ORDINANCES: Tenant agrees to abide by all municipal, state or federal regulations regarding the use and occupancy of the premises, including without limitation, municipal ordinances on noise and overcrowding. Tenant shall immediately notify landlord should tenant be cited for any ordinance violation(s) concerning the use and/or occupancy of the subject property. Should landlord be charged with any ordinance violation(s) based on the actions of Tenant(s), and/or person on the premises through or under the Tenant including, without limitation, Tenants' family, agents, employees, invitees and guests. Tenant(s) agree to indemnify and hold harmless for any and all losses he/she incurs as a result of being charged with said violations, including fines or assessments, court costs and reasonable attorney's fees to defend the same, and agrees that such losses may be deducted from Tenant(s)' security deposit. The Tenant(s) also acknowledge that violations of the above ordinances by tenants are a breach of the covenants of this lease and are grounds for termination of the lease which could result in eviction in accordance with Rhode Island Law.

17) **PURCHASE:** If Tenant stated on the lease, purchases or agrees to purchase said property rented, prior to lease termination, inclusive of lease renewals, and one year thereafter, a commission of 3% will be paid to Berkshire Hathaway HomeServices N.E. Prime Properties upon closing. Unless actively listed with another real

estate agency, in which case the commission shall be shared 50/50 as a co-broke between the two agencies at the previously agreed upon commission by Landlord of said listing agency.

18) **BROKER COMMISSION:** If tenant stated on the lease agreement, defaults on said agreement or for any reason, vacates the property prior to expiration of lease, without due cause or in agreement with Landlord, Tenant will be responsible to reimbursement of Broker Commission to Landlord. Said commission will be pro-rated based on remaining term of lease. Tenant further understands that failure to comply may result in court action.

19) **ADDITIONAL PROVISIONS:** Landlord represents that the premises complies with minimum housing standards as required by Federal, State and local laws or ordinances including, without limitation, smoke and carbon monoxide detectors. Tenant acknowledges that the smoke / carbon monoxide detector(s) in the unit are in good working order, or will notify the Landlord within twenty-four hours of occupancy if they are not working. Tenant agrees to maintain the smoke / carbon monoxide detectors for the duration of the tenancy.

20) **ATTACHED ADDENDUM(S)**

Lead Based Paint Disclosure & Lead Paint Compliance Certificate, if applicable

Pet Addendum, if applicable, Military Addendum, if applicable, Co-Signer Addendum, if applicable

Tenant Acknowledgement Addendum, if applicable

**SIGNATURES**



LANDLORD/MANAGER SIGNATURES



TENANT(S) SIGNATURES

_____	_____
NAME	DATE
_____	_____
NAME	DATE
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NAME	DATE
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**CO-SIGNER INFO & SIGNATURES (IF APPLICABLE):**

(NAME, ADDRESS, TELEPHONE & EMAIL)

NAME: _____	ADDRESS: _____	CITY/STATE/ZIP _____	TELEPHONE: _____	EMAIL: _____
SIGNATURE: _____				
NAME: _____	ADDRESS: _____	CITY/STATE/ZIP _____	TELEPHONE: _____	EMAIL: _____
SIGNATURE: _____				
NAME: _____	ADDRESS: _____	CITY/STATE/ZIP _____	TELEPHONE: _____	EMAIL: _____
SIGNATURE: _____				
NAME: _____	ADDRESS: _____	CITY/STATE/ZIP _____	TELEPHONE: _____	EMAIL: _____
SIGNATURE: _____				