

THIS LEASE AGREEMENT is made this ____ between _____ (“Tenant”) and Ocean State Rentals of Woonsocket , RI (“Owner”).

The leased premises shall be used and occupied by the above named Tenant(s) only, for no purpose other than a private dwelling. The Tenant(s) shall not, without prior written consent of the Owner/Agent, let, sublet, or permit leased premises or any part of thereof to be used by any other person.

Possession of the premise taken on first date as list above. Term of agreement begins on: Date 1 @ 4pm

Term expires on: Date 2 @ 10a m

Date 1:

Date 2 :

The Owner is: Ocean State Rentals

The address of the Owner is: 36 Spring Water Drive Woonsocket , Rhode Island 02895

Address of the premise:

as listed in www.oceanstaterentals.com

Payment Terms : 50% Due upon execution, 50% due on Mar 1

Amount of rent including all cleaning and applicable taxes

Checks should be made out to: Ocean State Rentals

THE 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 ashes, garbage, rubbish, and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permit; use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances including elevators in the premises;
- (5) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and
- (6) 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.
- (7) Return all keys to the rental property to Owner at the termination of this lease.

2. PARKING: This agreement includes parking for one (Bay club only) or two (2) passenger automobiles. Disabled vehicles and unregistered vehicles may be removed by the owner at the Tenants expense at any time. All Tenants will cooperate with the Agents and owner to permit ordinary maintenance. No trucks, boats, trailers, or motorcycles may be parked on the premise without prior written permission. The tenants will not park on the lawn at any time or for any reason.

3. APPLIANCES Owner has provided the following checked appliances for the duration of the term: Refrigerator X; VCR (Summer Only) X; TV X; Dishwasher X; Clothes Washer X; Dryer X. Acceptance of possession is acknowledgment by Tenant(s) that the appliances furnished are in good working order at commencement of the rental term. In the event that the any appliances become damaged or fail to work properly, **Tenant(s) agree to provide notice to the Owner/Agent within three (3) days.** Owner will be responsible for all repairs to appliances due to normal wear and tear. Tenant(s) will be responsible for repairs caused by their misuse or neglect. Tenant must obtain prior written consent of Owner/Agent prior to repairs. Repairs obtained by the Tenant(s) without prior approval will not be reimbursed.

4. OWNER SHALL:

(a) Comply with applicable building and housing codes affecting health and safety;

(b) Make all repairs and do whatever is necessary to put and keep the 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 or appliances supplied by him or her;

(e) Supply running water and reasonable amounts of hot water at all times as required by 45-24.3-7, or applicable local codes, and reasonable heat as required by 45-24.3-9, between October 1 and May 1, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

5. SECURITY DEPOSIT: The security deposit shall be used as a deposit against physical damage to the premise, other than ordinary wear and tear, during the term of the tenancy. **Acceptance of possession by Tenant(s) without written notice of defects within two (2) hours is acknowledgment by the Tenant(s) of the good condition of the premises.** The full security deposit shall be returned to the Tenant within twenty days of vacating the premises and turning in the keys, except under the following conditions: The Tenant(s) must deliver possession of the premises and provide a forwarding address to the owner. Tenant(s) agree to allow Owners to deduct from the security deposit the following charges if they apply:

(1) The costs of any repairs, replacements, redecorating, and or furnishing of the premises, or any fixtures, systems or appliances caused by other than "reasonable" wear, (2) A reasonable cleaning expense, in the event that Tenant(s) fail to leave the premise in a clean and rentable condition. There will be a \$20.00 fee paid by the tenant and taken out of the security deposit for any key not returned to Owner.

6. DAMAGE TO PREMISES: Tenant(s) agree to pay the owners for the costs incurred for repair of the premises when caused by Tenant(s) misuse or that of the Tenant(s) family, friends, servants, or visitors. Tenant(s) agree to pay for damage that materially impairs or diminishes the rental value of the premises. OWNER(S) SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF TENANT(S) PERSONAL PROPERTY STORED IN OR ABOUT THE PREMISES. FOR THIS REASON OWNERS ENCOURAGE TENANT(S) TO PROTECT YOUR PERSONAL PROPERTY WITH THEIR OWN INSURANCE.

7. USE AND OCCUPANCY: Tenant(s) shall personally use and occupy the premises solely as a private dwelling. Tenant(s) agree that the number of occupants is not to exceed the number shown on this Residential Lease Agreement without prior written consent of the Owner(s). Tenant(s) agree to use the premises in such a manner as to comply with all local, county, and state laws. Tenant(s) agree that they will not allow the premises to be used for any disorderly or unlawful purpose or in any manner offensive to any other Tenants in the area. In the event that any person using the premise occupied by the Tenant(s) or visiting the Tenant(s) shall suffer any fall or other injury, such person shall report to the owner(s) the time, date, place and conditions of such occurrence and the names of all persons who have witnessed the same. Such report shall be given no later than the next business day after the same shall occur.

8. SUBLETTING/ASSIGNMENT/ASSIGN: Tenant may not sublet the premises without the owner/agents prior written consent. As a condition of such subletting, such other persons shall be bound by the terms of this Residency Agreement. Tenant(s) agree to be bound by this agreement until the designated term shall expire and Tenant(s) security deposit shall not be released until the expiration of the term.

9. PETS: No animals, birds, or pets of any kind shall be permitted on the premises without the Owner/Agent's prior written consent.

10. ACCESS: Tenant(s) shall not unreasonably withhold consent to the Owner/Agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workman or contractors. Owner/Agent reserves the right to post "To Let" signs on the premise. In order to provide both routine and emergency maintenance service, agent maintains a key to the premises. Service

requests shall be answered in a reasonable time. Except in cases of emergency or unless it is impracticable to do so. The Owner/Agent shall give the tenant at least two (2) days notice of his or her intent to enter the dwelling unit and may enter only at reasonable times. Owner/Agent may enter the premises without the consent of the Tenant in case of emergency, or during any absence of the Tenant in excess of seven (7) days, only if reasonably necessary for the protection of the premises. The Owner may use the driveway for storage of one vehicle during the rental term.

11. RUBBISH: Owner(s) agree to furnish suitable waste containers for Tenant(s) use, Tenant(s) agree to place no rubbish on decks, in halls or in any other common areas. Tenat is obligated to bring trash to the central location for trash removal.

12. COMMON AREAS: No receptacles, vehicle, baby carriages, or other articles of obstructions shall be placed in the halls or other common areas or passageways. Tenant(s) agrees to comply with local and state fire regulations.

13. PLUMBING: The water closets and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish or other improper articles be thrown into them. Tenants will be liable for any damage to the building caused by the misuse of such equipment. Plumbing repairs due to normal wear and tear will be paid by the owner. Tenants agree to provide immediate notice of damage to plumbing. All repairs must have prior approval of the Owner/Agent. Except for emergencies, repairs not approved by the Owner/Agent will not be reimbursed or paid for by the Owner/Agent.

14. DISTURBING NOISES: Tenant(s) agree not to make or permit to be made any disturbing noises. Noise from any radio, stereo, TV, or any other source should be sufficiently reduced at all times, so as to not disturb others in the area. Tenant agrees not to conduct or permit to be conducted or permit to be conducted vocal or instrumental practices or instructions of any kind in or on the premises.

15. LOCKS: Locks are provided and maintained by the Owner which are considered safe by our industry. In order to facilitate routine and emergency maintenance, Tenant(s) agree to provide notice of damage to any locks on the premises; nor shall locks be changed without the Owners written consent. Upon expiration of this lease, Tenant(s) agree to return all keys to the premises.

16. EXTERMINATION: The presence of pests or other vermin shall not constitute eviction nor be a cause for reduction, abandonment, or withholding of rent. Owners shall take any and all reasonable action to exterminate pests upon notification by the Tenant.

17. FIRE HAZARDS: Tenant(s) agree not to permit any hazardous act which might cause fire or that will increase the rate of insurance on the premise. If the premise becomes uninhabitable by reason of fire not caused by Tenant(s) negligence, or the negligence of the Tenant(s) agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition in the event that the lease is not terminated. Owner(s) are not obligated to rebuild or restore the premises.

18. QUIET ENJOYMENT: Owners agree to permit Tenant(s) quiet enjoyment of the premises and not to restrict Tenant(s) enjoyment of the premises. However, if the Tenant(s) conduct, or the conduct of their visitors, guests, or servants becomes unreasonable, Owners shall request that such conducted be terminated. If, after that request, the unreasonable conduct is not terminated, then the Owners shall have the right to terminate this agreement and begin eviction proceedings for noncompliance of this rental agreement pursuant to 34-18-36.

19. NOTICE AND TERMINATION OF AGREEMENT: This agreement automatically expires at the expiration of the term. Notification of intent to I the premises in no way guarantees the Tenant any right to renewal.

20. REPRESENTATIONS AND APPLICATIONS: This agreement is entered into on the basis of the representations made by the Tenant and any representations contained in this lease or writings attached thereto. NO ORAL STATEMENT MADE BY EMPLOYEES OR AGENTS SHALL BE BINDING UPON UNLESS CONSENTED TO IN WRITING. Untrue, misleading or incorrect representations made by the Tenant(s) may be considered a breach of this agreement and the Owner/Agent reserves the right to bring eviction proceedings therefore.

21. REMOVAL OF PERSONAL PROPERTY: If after the violation of any provisions of this agreement or expiration of the term of this agreement, Tenant(s) move and fail to remove any personal property from the premises, then the personal property on the premises shall be deemed abandoned and the Owners shall have the right to remove it. Cost incurred may be deducted from the security deposit.

22. REMEDY FOR BREACH: If for any reason Tenant(s) breach this agreement, Owner(s) shall have the right to initiate any action to evict Tenant(s) from the premises and to collect any damages that shall come due for this action.

23. ADDITIONAL PAYMENTS: Tenant(s) agree to pay in addition to all rental payments: all charges, reasonable attorney's fees and court costs for breach of this agreement allowed under the Rhode Island Landlord Tenant Act 2) costs or repairs, replacements and redecoration and/or refurbishing the premises or any fixtures systems or appliances caused by other than ordinary wear and tear, and a reasonable cleaning expense, provided that the premises are not in a clean and rentable condition at the time the Tenant(s) vacate. 3) all necessary ad reasonable costs incidental to the rerenting caused by Tenant(s) breach of this agreement, or failure to take possession of the premises, or vacating the premises prior to the termination date of the lease.

24. LIQUIDATED DAMAGES: If Tenant(s) fail to make all necessary payments to occupy the premises, or fail to perform under the terms of this lease, then liquidated damages in the sum of full term rent will become due and payable to OWNER to pay any costs of rental and any other fees for services rendered. In the event that new tenant(s) are found, Owner may provide a partial re-imbusement to tenant.

25. SEVERABILITY OF CLAUSES: If any clause or paragraph contained in this agreement shall be determined to be unconstitutional, illegal or void by any Court of competent jurisdiction, the remaining clauses or paragraphs shall continue in full force and effect.

26. CHARGEBACKS : This contract is firm for the rental period. Charge backs from VISA, Mastercard, American express is strictly prohibited. Any and all payments made to secure the location will be kept by the Owner.

27 Cancellation Policy: This is a contract that is binding by the two parties. If the Tenant cancels this agreement for any reason, the Owner may try to re-rent this facility as a gesture of good faith for the Tenant. To the extent that the location is re-rented the Tenant may be entitled to the amount that is received by another party to the Owner for said period less any administrative fees not to exceed \$200.

28. EMAIL and FAXES: EMail (scanned) and Faxed copies are as enforceable as original executed documents

THE UNDERSIGNED PARTIES AGREE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS RESIDENCY AGREEMENT. IT IS FURTHER AGREED THAT BY THE SIGNING OF THIS AGREEMENT, THE TENANT(S) WILL BE BOUND TO ALL THE REGULATIONS AND TERMS CONTAINED HEREIN.

TENANT _____ DATE _____

Ocean State Rentals _____ DATE _____