

RHODE ISLAND LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this _____ day of _____, 20____, by and between:

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

The Landlord and Tenant may collectively be referred to as the "Parties."

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

The Premises is described as:

- Single-Family Home
- Apartment/Condo
- Duplex/Triplex
- Room
- Other: _____

II. TERM

The term of this Agreement shall be (check one):

FIXED TERM: The lease shall begin on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the expiration of this term, the Agreement shall:

- Terminate.
- Convert to a month-to-month tenancy.

MONTH-TO-MONTH: The lease shall begin on the ____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with proper notice as required by Rhode Island law (minimum 30 days pursuant to R.I. Gen. Laws § 34-18-37).

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

The rent shall be due on the _____ day of each month (the

"Due Date").

Rent shall be paid by the following method(s):

Cash

Check

Electronic Transfer

Other: _____

Rent shall be paid to the Landlord at the following address:

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a security deposit.

Note: Pursuant to R.I. Gen. Laws § 34-18-19, the security deposit amount may not exceed one (1) month's periodic rent.

The Landlord shall hold the security deposit for the faithful performance of the Tenant's obligations under this Agreement. The security deposit shall be returned to the Tenant within twenty (20) days after the termination of the tenancy, delivery of possession, and demand by the Tenant, less any deductions for unpaid rent or damages to the Premises beyond normal wear and tear.

If the Landlord retains any portion of the security deposit, the Landlord shall provide the Tenant with a written itemized list of damages and the cost of repairs.

V. LATE CHARGES AND RETURNED CHECKS

If rent is not received by the Landlord within _____ days of the Due Date, the Tenant agrees to pay a late fee of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay to the Landlord a returned check fee of \$ _____ .

Note: Pursuant to R.I. Gen. Laws § 34-18-35, if the Tenant is more than fifteen (15) days in arrears in the payment of rent, the Landlord may send a written notice specifying the amount of rent overdue and stating that the rental agreement will terminate if not paid within five (5) days of mailing the notice.

VI. UTILITIES AND SERVICES

The responsibility for utilities and services shall be allocated as follows:

Landlord / Tenant

- / Electricity
- / Gas/Heating Fuel
- / Water
- / Sewer
- / Trash Removal
- / Cable/Internet
- / Snow Removal

/ Lawn Care

/ Other: _____

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

Guests staying more than _____ days without the
Landlord's written consent shall be considered a breach of this Agreement.

VIII. PETS

NO PETS: No pets shall be allowed on the Premises.

PETS ALLOWED: The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

Pet Fee (Non-Refundable): \$ _____

Pet Deposit (Refundable): \$ _____

IX. USE OF PREMISES

The Premises shall be used and occupied by the Tenant and the Tenant's immediate family exclusively as a private single-family residence. The Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises.

X. CONDITION OF PREMISES

The Tenant stipulates, represents, and warrants that the Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition.

A Move-In/Move-Out Inspection Checklist is attached to this Agreement.

XI. MAINTENANCE AND REPAIRS

Landlord's Obligations: Pursuant to R.I. Gen. Laws § 34-18-22, the Landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
3. Keep all common areas of the premises in a clean and safe condition;
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied by the Landlord.

Tenant's Obligations: Pursuant to R.I. Gen. Laws § 34-18-24, the Tenant shall:

1. Keep that part of the premises that he or she occupies and uses as clean and safe as the condition of the premises permit;

2. Dispose from his or her dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
3. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances 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;
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.

XII. RIGHT OF ENTRY

Pursuant to R.I. Gen. Laws § 34-18-26, the Landlord shall have the right to enter the Premises 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, mortgagees, tenants, workers, or contractors.

Except in case of emergency or unless it is impracticable to do so, the Landlord shall give the Tenant at least two (2) days' notice of the Landlord's intent to enter and may enter only at reasonable times.

XIII. 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.

The Premises was constructed:

Before 1978 (Landlord must provide Lead-Based Paint Disclosure and EPA Pamphlet).

In 1978 or later.

XIV. REQUIRED DISCLOSURES

1. Identification of Landlord and Agent (R.I. Gen. Laws § 34-18-20)

The following person is authorized to manage the Premises:

Name: _____

Address: _____

The following person is authorized to receive service of process, notices, and demands:

Name: _____

Address: _____

2. Code Violations

The Landlord discloses that the Premises:

DOES NOT have any outstanding housing code violations.

DOES have outstanding housing code violations. Copies of such violations are attached hereto.

XV. ABANDONMENT

If the Tenant vacates the Premises and leaves personal property, the Landlord may store the property and notify the Tenant of the Landlord's intent to dispose of the property after a reasonable time, in accordance with Rhode Island law.

XVI. GOVERNING LAW

This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Rhode Island, specifically the "Residential Landlord and Tenant Act" (R.I. Gen. Laws Title 34, Chapter 18).

XVII. SEVERABILITY

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

XVIII. ADDITIONAL PROVISIONS

Additional terms and conditions of this Agreement are:

XIX. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANDLORD SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE (if applicable)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Rhode Island

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public,
personally appeared _____ (Landlord) and

_____ (Tenant), proved to me through satisfactory evidence

of identification, which was _____ , to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Signature of Notary Public: _____

Date: _____ day of _____, 20____

Print Name: _____

My Commission Expires: _____ day of _____, 20____

(Seal)