

RESIDENTIAL APARTMENT LEASE AGREEMENT

This Residential Apartment Lease Agreement ("Lease") is made and effective this day of the day of , 20 by and between ("Landlord") and ("Tenant") and as non-resident guarantor ("Guarantor," whether one or more). This Lease creates joint and several liability in the case of multiple Tenants and/or guarantors.

1. PREMISES.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the Apartment at following address: # , Providence, RI (the "Apartment").

2. TERM.

The lease begins on , 20 and will terminate at 12pm, , 20 . In the event that the Landlord is unable to provide the Apartment on the exact start date, then Landlord shall provide the Apartment as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Apartment.

3. RENT.

Tenant agrees to pay, without demand, to Landlord as rent for the Apartment the sum of \$ per month in advance on the first day of each calendar month, at PO Box 83 Wayland, MA 01778, or other place that the Landlord may designate. Landlord may impose a late payment charge of \$50 for any amount that is received more than three (3) days late, or received after the 4th of the month. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. Tenant also agrees to pay a \$25 fee for a returned check. The landlord will accept payment in these forms:

1. Personal check
2. Cashier's check/money order
3. Cash (if hand delivered to an authorized agent of Landlord)
4. Online payment at www.provrents.com

4. SECURITY DEPOSIT.

Upon execution of this Lease, the Tenant will deposit with Landlord \$ as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, following the full and faithful performance by Tenant of this Lease. In the event of damage to the Apartment caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable.

Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 20 days after the later of either the termination of the tenancy, delivery of possession, or the Tenant's providing the

Landlord with a forwarding address for the purpose of receiving the security deposit, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Tenant will also pay in advance a last month's rent of \$ _____, covering the month of 2013 before moving into the House. In the event the Tenant is evicted or gives up possession, this payment is non-refundable. Tenant may not, without the Landlord's prior written consent, apply this payment to any other sum due under this Agreement.

5. QUIET ENJOYMENT.

Landlord agrees that if Tenant pays the rent in a timely manner and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Apartment. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit gross waste with respect to utilities or cause severe property damage; or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or neighbor.

6. USE OF PREMISES.

A. The Apartment shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Apartment nor any part of the building or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. There shall be no display of any signage, or any other alteration to the exterior appearance of the property, including but not limited to: signs, posters, banners, satellite dishes, air conditioners, antennae. The occupant shall not keep nor use a waterbed on the premises without prior consent from the landlord.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Apartment. Tenant is responsible for the proper disposal of all garbage on trash pickup days by the City of Providence.

C. Tenant shall consult with the landlord before moving any large objects into or out of the Apartment. Tenant is responsible for any damage done by the Tenant or his family, visitors, or agents to the building, including but not limited to the stairwells and exterior of the building.

7. NUMBER OF OCCUPANTS.

Tenant agrees that the Apartment shall be occupied by no more than _____ persons, named on the lease, without the prior written consent of Landlord. Any guest staying longer than five (5) days shall require the consent of the landlord. The occupant shall also notify the Landlord of any vacancy in the unit for a period exceeding 14 days.

8. CONDITION OF PREMISES

A. Tenant agrees that Tenant has examined the Apartment, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

B. Landlord and Tenant agree that a copy of the "Inspection," the original of which is maintained by Landlord, attached hereto reflects the condition of the Apartment at the commencement of Tenant's occupancy. Tenant agrees to complete this form promptly, or no later than 14 days upon occupancy or delivery of possession of Apartment.

9. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Apartment or any part of the Apartment without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

10. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations to the Apartment or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Apartment by Tenant, with the exception of fixtures properly removable without damage to the Apartment and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease. The tenant shall not change any locks in the Apartment or building without consent of the landlord, and providing the landlord with a key within 5 days after changing the locks. Failure to do so will result in a \$100 key change fee. There is also a \$50 lockout fee.

11. DAMAGE TO PREMISES.

If the Apartment, or any part of the Apartment, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Apartment is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the Apartment any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Apartment or that might be considered hazardous.

13. UTILITIES.

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide: cold water supply. Tenant shall not default on any obligation to a utility provider for utility services at the Apartment.

14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the Apartment and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Apartment in good order and repair; and keep the common areas and walks free from dirt, snow, trash, and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, dish washer, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls, whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant agrees to keep the temperature of the apartment at a minimum of 50 degrees between November 15-April 15 and is responsible for paying for any damage arising from the failure to do this (including pipe damage, water flooding, etc.)

B. Tenant agrees that no signs shall be placed or painting done on or about the Apartment by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Apartment, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. ANIMALS.

Tenant shall keep no domestic or other animals in or about the Apartment without the prior written consent of Landlord.

16. RIGHT OF INSPECTION.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Apartment for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease. With prior reasonable notification to the tenant, the landlord or its agents may also show the Apartment to any prospective tenant or buyer.

17. DISPLAY OF SIGNS.

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Rent" or "Vacancy" or similar signs on or about the Apartment to show the Apartment to prospective or tenants.

18. HOLDOVER BY TENANT.

Should Tenant remain in possession of the Apartment with the consent of Landlord after the expiration of the Term of this Lease, a new annual tenancy shall be created which shall be subject to all the terms and conditions of this Lease. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Apartment.

19. SURRENDER OF PREMISES

At the expiration of the Lease, Tenant shall quit and surrender the Apartment in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the Apartment or any of Tenant's personal property in or about the Apartment, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Apartment by any means without liability to Tenant for damages and may relet the Apartment, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Apartment if Tenant removes substantially all of Tenant's furnishings from the Apartment, if the Apartment is unoccupied for a period exceeding two (2) consecutive weeks without notifying the Landlord, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Apartment.

22. SECURITY.

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Apartment or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

Tenant acknowledges that Landlord does not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

23. SEVERABILITY

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect

25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

26. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of **Rhode Island**.

27. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. NOTICES.

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Apartment and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Tenant

Landlord

INSPECTION

THIS INSPECTION SHOULD BE COMPLETED NO LATER THAN TWO WEEKS FOLLOWING INITIAL OCCUPANCY OR UPON DELIVERY OF POSSESSION.

:

TENANT:

PREMISES:

DATE OF POSSESSION:

CONDITION OF PREMISES: CL - Clean ND - No Damage ENB - Exception Noted Below C – Checkout

LIVING ROOM CL ND ENB C

Walls & Baseboard () () () () Floor () () () ()

Ceiling () () () () Light fixture () () () ()

BATHROOM - #1 CL ND ENB C

Walls & Baseboard () () () () Sink () () () ()

Carpet () () () () Counter () () () ()

Blinds () () () () Cabinets/Mirror () () () ()

Door & Lock () () () () Toilet () () () ()

Coat Closet () () () () Bath Tub/Shower () () () ()

Light Fixture () () () () Floor () () () ()

BATHROOM - #2 (if applicable) CL ND ENB C

Walls & Baseboard () () () () Sink () () () ()

Carpet () () () () Counter () () () ()

Blinds () () () () Cabinets/Mirror () () () ()

Door & Lock () () () () Toilet () () () ()

Coat Closet () () () () Bath Tub/Shower () () () ()

Light Fixture () () () () Floor () () () ()

DINING ROOM (if applicable) CL ND ENB C

Floor () () () () Ceiling () () () ()

Walls & Baseboard () () () () Tissue Holder/Towel Bars () () () ()

Light Fixture () () () ()

Windows & Screens () () () ()

Counter () () () ()

KITCHEN CL ND ENB C

Walls & Baseboards () () () ()

Light Fixture(s) () () () () Ceiling () () () ()

Range/Oven/Stove () () () ()

Floor () () () () Closet () () () ()

Refrigerator () () () ()
Hood, Fan & Light () () () ()
Windows & Screens () () () () Blinds () () () ()
Dishwasher () () () () Dishwasher () () () ()
Cabinets () () () () () Drawers () () () () Counter () () () ()

BEDROOM - #1 CL ND ENB C

Walls & Baseboards () () () ()
Windows & Screens () () () ()
Light Fixtures () () () ()
Closet () () () ()
Walls and Baseboards () () () () Floor () () () ()
Blinds () () () ()
Light Fixtures () () () ()

BEDROOM - #2 (if applicable) CL ND ENB C

Walls & Baseboards () () () ()
Windows & Screens () () () ()
Light Fixtures () () () ()
Closet () () () ()
Walls and Baseboards () () () () Floor () () () ()
Blinds () () () ()
Light Fixtures () () () ()

BEDROOM - #3 (if applicable) CL ND ENB C

Walls & Baseboards () () () ()
Windows & Screens () () () ()
Light Fixtures () () () ()
Closet () () () ()
Walls and Baseboards () () () () Floor () () () ()
Blinds () () () ()
Light Fixtures () () () ()

BEDROOM - #4 (if applicable) CL ND ENB C

Walls & Baseboards () () () ()
Windows & Screens () () () ()
Light Fixtures () () () ()
Closet () () () ()
Walls and Baseboards () () () () Floor () () () ()
Blinds () () () ()
Light Fixtures () () () ()

BEDROOM - #5 (if applicable) CL ND ENB C

Walls & Baseboards () () () ()

Windows & Screens () () () ()
Light Fixtures () () () ()
Closet () () () ()
Walls and Baseboards () () () () Floor () () () ()
Blinds () () () ()
Light Fixtures () () () ()

HALL CL ND ENB C

Floor () () () ()
Walls & Baseboards () () () () Closet () () () ()
Light Fixture () () () ()
Linen Closet () () () ()

Balcony/Patio () () () ()

Other (please specify) () () () ()

Exceptions:

The Tenant acknowledges that the above inspection was made on _____, 20____
and that the conditions of the premises and the inventory of appliances is
as shown above. The Tenant further agree that a copy of this Inspection was
provided to Landlord.

Signature: