

August 27, 2015

LEASE

Redacted hereinafter called the Lessor, in consideration of the rent and Lessee's agreements contained herein, hereby let and demise unto **Redacted**, thereafter called the Lessee, this 15th day of September 2015 Apartment 3 at 76 Armstrong Street, Providence, Rhode Island, 02903. This lease expires March 15, 2015 with an option to extend.

The Lessor agrees to the following conditions:

To pay all utilities.. One parking space onsite.

2. The Lessee agrees to deposit the sum of ONE THOUSAND TWENTY-FIVE DOLLARS (\$1,025) Said deposit shall be returned within 30 days after Lease termination, provided the premises are clean and in like condition as when received and provided that Lessee does not owe any rent or have not otherwise violated the terms of this Lease. The acceptance of possession by the Lessee is an acknowledgement that the premises are clean and in good condition. The Lessor has the right to retain the Security Deposit in the event the Lessee violate the terms of this lease and any or all of the deposit may be applied to unpaid rent, repairs, cleaning, and to restore said premises to the condition when received, normal wear and tear excepted. Lessee agrees to pay any amounts due and owing in the excess of said deposit within five (5) days of the presentation of an itemized bill by the Lessor. Lessee shall furnish the Lessor with a forwarding address on termination of the Lease. You may not apply the security deposit against rental payments.

3. **TO MAKE NO ALTERATIONS:** You shall not remodel, paint or make any structural changes to the premises, nor shall you attach or remove any fixtures without prior written permission.

4. **DAMAGES TO PREMISES:** Lessee agrees to pay for repair of the premises when caused by misuse or that of his family, servants, animal(s) and/or visitors. Lessor shall not be responsible for damage or loss of Lessee's personal property stored in or about the premises.

5. **USE AND OCCUPANCY:** Lessee shall personally use and occupy the premises solely as a private dwelling with a home office allowed but not a continual flow of office visitors. Lessee agrees that the number of occupants is not to exceed ONE (1) person. Lessee shall use the premises in such a manner as to comply with all local, county, and state laws and shall not use the premises or permit them to be used for any disorderly or unlawful purpose or in any manner offensive to any other resident of the building. In the event that any person using the premises occupied by the Lessee or visiting the same shall suffer any fall or other injury, Lessee shall report to the Lessor the date, time, place and conditions of such occurrence and the names of all persons who have witnessed the same. Such report shall be given not later than the next business day after the same shall occur.

6. **PETS:** No pets are allowed without the consent of the Lessor. Exception is one cat.

7. ACCESS: To provide both routine and emergency maintenance service, Lessor shall retain a key. Lessor also reserves the right to inspect for damages upon 24 hours' notice or without notice for emergencies. Service requests placed by Lessee shall be answered in reasonable time. Lessor reserves the right to show the apartment at any time to prospective tenants, within a reasonable notification time to present occupants.

8. DISTURBING NOISES: Lessee agrees not to make or permit to be made any disturbing noises. Lessee shall keep the volume of any radio, stereo, TV, or musical instrument in the premises sufficiently reduced at all times, so as not to disturb other residents in the building. Lessee shall not conduct or permit to be conducted vocal or instrumental practice or instructions on the premises.

9. REMOVAL FOR UNREASONABLE CONDUCT: It is not Lessor's wish to restrict Lessee's enjoyment of the premises or the recreational facilities; however, if Lessor at any time finds Lessee's conduct or the conduct of other residents of the premises, or visitors thereto, unreasonable, Lessor may demand that such conduct be ended. If after said notification the conduct continues, then Lessor shall have the right to terminate this Agreement by the means provided by law.

10. DELINQUENT RENT PAYMENTS: Lessor's ability to provide services rests on Lessee's payment of monthly rental promptly. For this reason, if Lessor fails to receive a monthly rent installment within ten (10) days of the due date, Lessee will be charged a late payment charge of \$50.00. No demand for rent, either written or oral, is required. Failure to receive rental payments on the date the same is due shall constitute a breach of this Agreement and eviction procedures may be commenced as provided by law. Acceptance of a rental payment or payments later than the same shall be due shall not constitute a waiver of this requirement.

11. REPRESENTATIONS AND APPLICATIONS: Lessor enters into this Agreement with Lessee on the basis of the representations contained in the application which is made part of this Agreement, and, in the event any of the representations contained in the application shall be found to be materially misleading, incorrect, or untrue, Lessor shall have the right to cancel this Agreement and to repossess the premises. No oral statements made by Lessor's agents shall be binding upon Lessor unless consented to by Lessor in writing.

12. REMEDY FOR BREACH: If for any reason Lessee breaches this Agreement, Lessor shall have the right to initiate any action to evict Lessee from the premises and to collect any damages that shall become due for this action.

13. ADDITIONAL PAYMENTS: Lessee agrees to pay in addition to all monthly rental payments, late charge, reasonable attorneys' fees and court costs for breach of this Agreement; costs of repairs, replacements and redecorating and/or refurbishing the premises of any fixtures; and a reasonable cleaning expense, provided Lessee does not leave the premises in a clean and rentable condition at the time Lessee vacates. Lessee further agrees to pay all necessary and reasonable costs incidental to the rerenting of the leased premises, in the event Lessee vacates the premises prior to the end of the term of the lease.

15. RULES AND REGULATIONS: From time to time it may be necessary to change our rules. We will only do this to preserve the obligations of this Agreement. In that event, you agree to comply with these rules. Changes in rules and regulations shall be effective immediately upon delivery of a copy of the same, either to you personally, or left at your premises.

16. LOCKS AND KEYS: Lessor shall provide a lock for your exterior doors, which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service, you agree that no additional locks shall be placed upon any doors of the premises nor shall locks be changed without our prior written permission. Upon termination of this agreement, you shall return all keys to the premises. A reasonable charge will be made for lockouts. All keys must be surrendered to landlord at time of moving.

17. EXTERMINATION: The presence of pests or other vermin shall not constitute eviction nor be a cause nor reason for reduction, abatement or withholding of rent and any action by us to exterminate them shall be deemed a gratuitous act. However, Lessor shall take any and all reasonable action to exterminate pests upon notification and verification that these conditions exist.

18. FIRE HAZARDS: You shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the premises. If the premises become uninhabitable by reason of fire not caused by your negligence, your agents or servants, the rental herein, shall be suspended until the same has been restored to a reasonably habitable condition. Lessor is not obligated to rebuild or restore the premises, but if the premises are unrebuilt or unrestored for 30 days following damage or destruction by fire, Lessee shall have the option to terminate the rental agreement. FIREPLACE USE: It is the Lessor's responsibility to make sure that the kitchen fireplace is operational. The living room fireplace is **not** to be used.

19. REMOVAL OF PERSONAL PROPERTY: If after violation of any provisions of this agreement, or upon the expiration of this agreement, you move out and fail to remove any of your personal property or that personal property of anyone else being kept in the apartment by your volition, then the personal property shall be deemed abandoned and we shall have the right to remove it.

20. PARABILITY OF CLAUSES: If any clause or paragraph of 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.

21. ATTORNEY'S FEES: If Lessor is compelled to incur any expenses including reasonable attorneys' fees in instituting and prosecuting any action or proceeding by reason of any default of Lessee hereunder, the sum of sums so paid by Lessor with all interest, costs and damages shall be deemed to be additional rent hereunder and shall be the responsibility of the Lessee.

22. PLUMBING: The toilet and waste pipes shall not be used for any purpose other than those for which they are constructed, nor shall any sweepings, rubbish, or any other improper articles be thrown into them. Lessee shall pay any damage to the building caused by the misuse of such equipment.

23. INSURANCE: The Lessor will provide tenant's insurance on the premises for the length of the lease, even when renewed.(Not applicable)
24. TELEPHONE NUMBER: In the case of emergency, call **Redacted** cell.
Email is **Redacted** Or call **Redacted**.
25. VACANCY NOTICE: Lessee will notify Lessor sixty days (60) before vacating the apartment or not renewing the lease.

TO HAVE AND TO HOLD the same, with the rights and privileges thereof, THE SUM OF ONE THOUSAND TWENTY-FIVE (\$1,025) DOLLARS per month is due the 15st of each month. Thereafter, said lease will be in effect monthly until Lessee vacates the apartment or a new rental agreement is signed by Lessor and Lessee. That the demised premises shall not be altered, mutilated, damaged, or underlet without the knowledge and 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 other rights or remedies against the Lessee hereunder.

The undersigned parties agree that they have read and understand the provisions of this residency Lease. It is further agreed that by the signing of this Lease, the Lessee will be bound to all the terms and regulations contained herein.

LESSOR:

Redacted Dated: _____

LESSEE:

Sign name: _____ Social Security Number: _____

Print name: _____ Passport Number (if applicable): _____

Dated: _____