NORTH VILLAGE CONDOMINIUMS

RESIDENTIAL LEASE

DEFINITIONS: Words used in multiple sections of this document are defined below:

(A) "Lease" means this document.
(B) "Premises" means the condominium unit number of North Villag Condominiums located at 58 Fortin Road, Kingston, Rhode Island leased herein b Lessee.
(C) "Lessor" is Fortin Place, LLC of 188 Kingstown Road, Narragansett, Rhode Island.
(D) "Lessee" is person named on this Lease.
(E) "Term:" shall be the duration of said Lease as outlined in Section VII below.
DESIGNATION: "Lessor" and "Lessee" as used herein shall include their respective heirs, executors administrators, successors, representatives and assigns agents and servants, and the words "he," "his, and "him" where acceptable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, condition and agreements herein of the Lessee shall be the obligations of each party.
SECTION I: Condo Location: Please <u>DO NOT MAIL</u> Correspondence For Fortin Place Here!
NORTH VILLAGE CONDOMINIUMS 58 FORTIN ROAD KINGSTON, RI 02881 Condo #
SECTION II: Lessor: Mail All Correspondence For Fortin Place Here!
FORTIN PLACE, LLC 188 Kingstown Road Narragansett, RI 02882 Tel: (401) 218 0213
Tel: (401) 218-9213

We have reviewed all items on this page. _____ Lessee Initial ____ Lessor Initial ____ Co-Sign Initial

Fax: (401) 294-4252

Contact: Zach Schartner

email: zach@uritownhouses.com

SECTION III: Lessee Name: Permanent Address: _____ City: _____ Zip: _____ Permanent Telephone No. (_____) _____ Cell Phone: (_____) ____ Email (the one that you read): **SECTION IV: Co-Signer** Name: Permanent Address: City: _____ Zip: _____ Permanent Telephone No. (____) _____ Cell Phone: (____) ____ Email: _____ **SECTION V: Occupant Listing** List occupants, other than Lessee, of the Premises. Each of the occupants is responsible for his / her own lease with Lessor. In the event any of the occupants of the unit fail to fulfill the term of the lease the Lessor reserves the right to fill the vacancy with a new occupant at the Lessor's discretion. **Initial** Name: _____ Cell Phone: (____) ___ Email: _____ Name: _____ Cell Phone: (____) ____ Email: _____ Name: _____ Cell Phone: (____) ___ Email: _____

SECTION VI: Term of Lease

		DI C		
		RI, frombe \$		
following installment(s):	Kent win	υc φ	to be p	ald III the
Academic Year Information	on			
Due Date	Amount Due	<u>Notes</u>		
Lease Signing	\$1000	Rental Deposit. Applied as se	ecurity.	
Lease Signing		First third installment		
August 11, 2016		Second third installment		
December 1, 2016		Final third installment		
Summer Rental Informati	on			
Due Date	Amount Due	Notes		
Lease Signing	\$750	Rental Deposit. Applied as se	ecurity.	
Lease Signing		First half installment	•	
June 15, 2016		Final half installment		
entirely responsible for any above. 1: SECURITY DEPOSIT: for the purpose of being use bills the Lessee may have in Laws at the expiration of this	A \$	e or a number agreed to by manage Lease or damage and expenses incoming dollar security deposit per occurred any repairs, cleaning, or to be rity deposit will be returned in according to the end of move out, whichever is laterults on any obligations under the problem of the or her assigns.	urred at the c upant will be used for any c ordance withInitial	maintained outstanding RI General
	_	-		
3. UTILITIES: Lessee sh television, internet, heat, ho		all utilities including but not linoneInitial	mited to elec	etric, cable
make nor suffer any additi consent of the Lessor, not me the termination of this Leas clean and tenantable order conditioning unit, space hea	ons or alterations hake nor suffer any e shall deliver the and condition, rea tter, clothes dryer,	decorate or otherwise embellish and sto be made in or to the Premise waste, not suffer the heat or hot was Premises and all property belonging asonable wear and tear excepted. Note television or other aerials, or other of the Lessor. No water beds share	es without provater to be wasting to the Less No washing mer like equipment	rior written sted, and at sor in good, nachine, air ent shall be

5. CLEAN: The Lessee shall maintain the Premises in a clean condition. The Lessee will be held responsible for keeping the front yard and back yard of his unit in a clean and orderly fashion at all times. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from any door, window, balconies, porches or any other parts of said building. Any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except into proper receptacles and in accordance with the rules of the Lessor. Any furniture not provided by Lessor and left by Lessee must be approved to remain on the premises by the Lessor or a removal fee may be incurred. **Initial**

6. CONDEMNATION: If the Premises, or any part thereof or the whole or any part of the building of which they are a part shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damages for which the Lessor of Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said Term, or any extension or renewal thereof, then at the option of either the Lessor or the Lessee, this Lease and said Term shall be terminated and such option may be exercised in the case or any such taking notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving written notice to exercise such option to terminate in the manner described in Section 26 of this Lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon the giving of such notice, this Lease shall be terminated as of the date of the taking. If this Lease and said Term are not to be terminated, then in case of any such taking or destruction or damage to the Premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereintofore reserved, according to the nature and extent of the damage to the Premises, shall be suspended or abated until in the case of such taking, what may remain of the Premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account any such taking or for compensation for anything lawfully done in pursuance of any public authority and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request provided, however, that the Lessee does not assign to the Lessor any claim based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.

7. FIRE: If the Premises or any part thereof, or the whole or a substantial part of the building of which they are part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof then this Lease and said Term shall be terminated at the option of the Lessor by notice to the Lessee or notice by the Lessee to the Lessor. If this Lease and said Term are not to be terminated, then in case of any such destruction of or damage to the Premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereintofore reserved according to the nature and extent of the damage to the Premises, shall be suspended or abated until the Lease premises shall be put in proper condition for use and occupation. If the Premises of such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty (30) days after the damage occurred, the Lessee may terminate this Lease by giving notice to the Lessor within thirty (30) days following the termination of the 30-day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this Section, this Lease shall terminate on the last day of the then monthly rental period and a prorated portion of rent returned to the Lessee for remaining time of that period installment.

- **8. NOISE:** Neither the Lessee nor his family, friends, relatives, invitees, visitor, agents or servants shall make or suffer any unlawful, noisy or otherwise engage in any offensive use of the Premises, not commit or permit any nuisance to exist thereon nor cause damage to the Premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other North Village condo, nor make any use whatsoever thereof than as and for private residence. No articles shall be hung or shaken from windows, doors, porches, and balconies or placed upon exterior windows. Lessor shall abide by all local and Town ordinances. Note: All URI students are required to sign a code of conduct letter with the University of Rhode Island. _____Initial
- **9. LESSOR:** The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability, but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is delayed in supplying any equipment or fixtures. Lessee shall be required to make any and all payments under the lease while Lessor is in the process of making any of the above said repairs, additions, alterations or decorations or is delayed in supplying any equipment or fixtures even if Lessor is prevented or delayed from so doing because of any law or governmental agency, (other than those regulating rents) which is beyond the Lessor's reasonable control.
- **10. PHYSICAL OBSTRUCTION:** No receptacles, vehicles, baby carriages or other articles or obstruction can be placed in the halls or other common areas or passageways.
- 11. INSURANCE: Lessee understands and agrees that it shall be Lessee's own obligation to insure his own personal property.
- 12. KEYS: Upon expiration or termination of the Lease, the Lessee shall deliver the keys of the premises, to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the Premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the Premises are not in normal working order at any time during the Term hereof, and if the Lessee reports such condition to the Lessor then and in that event, the Lessor shall within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicate key to any such changed, altered, replaced, or new lock to the Lessor. Any keys not surrendered will be subject to a fee of \$125. _____Initial
- 13. INDEMNITY: The Lessee agrees to indemnify and hold the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the Premises by the Lessee, his family, friends relatives, invitees visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property of the Lessee in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions of applicable law, the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen damaged or destroyed by fire, water, steam, defective refrigeration, elevators or otherwise while on the Premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor.
- **14. WRITTEN NOTICE**: Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Lessee at the address of the Premises, provided that if so mailed, the receipt has been signed by the

We have reviewed all items on this page.	Lessee Initial	Lessor Initial	Co-Sign Initial	Page 5 of 10

Lessee or anyone expressly or impliedly authorized to receive messages from the Lessee, or by any adult who resides with the Lessee in the Premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt, to the Lessor at his address set forth in the first paragraph of this Lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. Notwithstanding the foregoing notice by either party to the other shall be deemed adequate if given in any other manner authorized by

15. REGULATIONS: The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this Lease as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, and orderly conduct of the Premises and the building of which they are a part and for the benefit, safety, comfort and convenience of all the occupants of said building.

16. PARKING: Lessor shall provide three (3) spaces per unit, which will be approximate to the Premises. Lessee's registration will be registered with the towing company. Lessee is responsible for their registered vehicle which vehicle is listed in the Rental Application. Lessor does not supply parking for guests. Unauthorized users will be towed at vehicle owner's expense.

UPON REASONABLE NOTICE BY LESSOR, IT IS THE RESPONSIBILITY OF THE LESSEE TO MOVE HIS OR HER AUTOMOBILE FROM THE PREMISES DURING SNOW PLOWING; OTHERWISE IT WILL BE TOWED. Any vehicles parked in front of the dumpster will be towed immediately.

17. PETS: No dogs, cats, snakes, rabbits or other animals, birds or pets shall be kept in or upon the Premises without the Lessor's written consent, and consent so given may be revoked at any time. Initial

18. DRAINS: The toilets, disposals, dishwasher and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of an independent contractor employed by the Lessor. _____Initial

19. MAINTENANCE: The Lessee agrees with the Lessor that during this Lease and for such further time as the Lessee shall hold the Premises or any part thereof, the Lessee will all times keep and maintain the Premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair order and condition as the same kind, quality and description and in such good repair order and condition as the same are at the beginning of or may be put in during the Term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty accepted. The Lessor and the Lessee agree to comply with any responsibility, which either may have under applicable law to perform repairs upon the Premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but should not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full upon demand. Refrigerators and stoves are the only appliances included with the Premises. All other appliances which may be located in the Premises, i.e., dishwasher, are not included in this Lease and shall not be the responsibility of the Lessor to repair or replace these

of	their leased condo unit free and clear of debris, snow and ice.
the the	1. INSPECTION: The Lessor may enter upon the said premises with reasonable notice by the Lessor to elessee at least 24 hours in advance of entry. The Lessor may enter upon the Premises to make repair ereto inspect the premises, or to show the premises to prospective tenants, purchasers or mortgagees essor may enter with no advance notice if he suspects any emergency or potential hazard including toblems with boiler, water, gas or heatInitial
the the oc the	2. SUBLEASE: The Lessee shall not assign nor underlet (sublet) any part of the whole of the Premises or shall permit the Premises to be occupied for a period longer than a temporary visit by anyone except e individuals specifically named in the Section V of the Lease, their spouses and any children borne to the during the Term of this Lease or any extension or renewal thereof without first obtaining on each coasion the assent of in writing of the Lessor. Lessee shall not permit guests to stay over for more than the days. Lessee shall not permit anyone except the persons assigned to the unit to live in the unit tring the Term of this LeaseInitial
th	B. BREACH: The waiver of one breach of any term, condition, covenant, obligation or agreement of is Lease shall not be considered to be a waiver of that or any other Term condition, covenant obligation or agreement or of subsequent breach thereof.
ag	4. COPY: The Lessor shall deliver a copy of this Lease, duly executed by Lessor or his authorized gent, to the Lessee within ten (10) days after a copy hereof, duly executed by the Lessee, has been belivered to the Lessor.
fo lir	5. ATTORNEYS' FEES: In the event eviction proceedings are necessary, Lessee shall be responsible all costs thereof, including reasonable attorney's fee. Any unpaid debts by Lessee (including but no mited to: past due rent, damages, cleaning, etc.) not paid within 30 days of lease expiration will be ferred to a collection agency for paymentInitial
ob po as un	5. TERMINATION: Upon expiration of this Lease or by any default of Lessee in performance of their bligations and agreements and conditions of this Lease, Lessee agrees to surrender immediate assession of the Premises and furnishings to the Lessor in the same condition of cleanliness and repairs at the date of occupancy. Lessee agrees to pay for any damages to said property. In the event of any alawful holding over after expiration, Lessee shall be obligated to pay rent therefore at the rate of \$190 per dayInitial
tea	7. REPAIRS: Any repairs caused by damage, misuse or neglect, excluding ordinary normal wear an ar, will be at a rate of \$60 per hour with a minimum of one hour, plus materials. The Lessee agrees to any repairs performed on appliances that are the neglect of the LesseeInitial
	3. VANDALISM: Any vandalism or break-in to the units must be reported to the police within 24 hour the Lessee will be held responsible for the damageInitial
29	9. LATE FEE: Unless prearranged, there will be a \$35.00 late charge for each day the rent is late Initial

appliances should they not be in working order or become faulty during the Term of this Lease.

30. PARTIES: No gathering, parties or Village CondominiumsInitial	drinking will be all	lowed on/in the common areas of North
31. APPLIANCES: All appliances are to of your arrival. For safety reasons, no wash		
32. SHOWER HEADS: Shower heads or removed. The tenant will be charged f consumption caused by changing the standar over the previous three year average.	for any cost incurre	ed for replacement and additional water
33. ADDENDUMS TO LEASE: Less attached Addendums to Lease: MOVE OUT	-	_
I have read and agree to the above Terms of	this Lease.	
Signed (Lessee)		Date
Print		
Signed (Lessor)		Date
Print		
CO-SIGNATORY:		
Co-signature		Date
Print		
STATE OF	-	
In (compersonally appeared co-signing of the foregoing instrument, and free act and deed.	ity/town) on this known and kn he/she acknowledge	day of, before me own by me to be the party executing the s said instrument by him/her to be his/her
		Notary My Commission Expires

ADDENDUM TO LEASE: MOVE OUT CHARGES

A notice describing cleaning and fixing techniques will be sent by Lessor to Lessee approximately fifteen (15) days prior to Move Out. For items not cleaned or fixed properly, the Lessor will clean or fix at Lessee's expense. Here's what we charge for most of the things we have to do when tenants move out and leave their dwelling in need of something or other. Please note that these charges are averages. Sometimes the actual charges are higher; sometimes they're lower. But most of the time they are exactly as shown. We give allowances for normal wear and tear, of course, and for the length of time something has been in use. Replacement charges include parts and labor. For items not listed or jobs requiring more work the labor rate is \$60 per hour (one hour minimum) plus parts.

Cleaning		Plumbing	
Clean refrigerator	57.00	Replace kitchen faucet	225.00
Clean stove top	26.00	Replace bathroom faucet	175.00
Clean oven	45.00	Replace faucet handle	25.00
Clean stove hood	28.00	Replace faucet aerator	15.00
Clean kitchen cabinets	72.00	Replace shower head	38.00
Clean kitchen floor	63.00	Replace toilet tank lid	73.00
Clean tub/shower and surround	120.00	Replace toilet	280.00
Clean toilet and sink	68.00	Replace garbage disposer	225.00
Clean bathroom cabinets & floor	71.00	Locks	
Vacuum throughout dwelling	105.00	Replace key (door or mailbox)	75.00
Clean greasy parking space	95.00	Replace cylindrical doorlock	145.00
Flooring		Replace passage doorlock	95.00
Remove carpet stains	160.00	Replace deadbolt lock	115.00
Deodorize carpet	115.00	Replace mailbox lock	75.00
Repair carpet	325.00	Windows & Window Coverings	
Replace carpet (per carpet)	725.00	Replace window pane (sgl)	175.00
Refinish hardwood floor	875.00	Replace window pane (dbl)	325.00
Repair linoleum	275.00	Replace Venetian blind	75.00
Replace kitchen linoleum	525.00	Replace window shade	15.00
Replace bathroom linoleum	435.00	Replace drapery rod	25.00
Repair floor tile	95.00	Replace drapery (sill lgth)	75.00
Replace kitchen floor tile	825.00	Replace drapery (floor lgth)	150.00
Replace bathroom floor tile	695.00	Rescreen window screen	45.00
Walls		Replace window screen	88.00
Remove mildew and treat surface	80.00	Miscellaneous	
Cover crayon marks	125.00	Replace refrigerator shelf	55.00
Repair hole in wall (per small hole)	15.00	Paint refrigerator	175.00
Repair hole in wall (per large hole)	195.00	Replace stove/oven knob	22.00
Repaint (per wall/ceiling)	175.00	Repair ceramic tile	135.00
Doors		Replace cer. tile countertop	525.00
Repair hole in hollow-core door	95.00	Repair plastic countertop	85.00
Repair forced door damage	155.00	Replace plastic countertop	360.00
Replace door (inside)	125.00	Replace cutting board	15.00
Replace door (outside)	275.00	Replace mirror	135.00
Replace sliding glass door(sgl)	750.00	Replace medicine cabinet	185.00
Replace sliding glass door(dbl)	1300.00	Replace towel bar	75.00
Rescreen sliding door screen	95.00	Replace shower curtain rod	60.00
Replace sliding door screen	175.00	Replace shower/tub enclosure	1960.00
Electrical		Repair porcelain	265.00
Replace light fixture globe	29.00	Replace thermostat	135.00
Replace light fixture	75.00	Replace fire extinguisher	60.00
Replace electrical outlet/switch	55.00	Fumigate for fleas	335.00
Replace electrical cover plate	12.00	Remove junk and debris	575.00

ADDENDUM TO LEASE: "WEAR AND TEAR" OR "DAMAGES"?

"Normal wear and tear" caused by ordinary comings and goings:

Well-worn keys "Sticky" key Balky door lock

Depressurized fire extinguisher with unbroken seal Worn pattern in plastic countertop Rust stain under sink faucet Loose, inoperable faucet handle Rusty refrigerator shelf

Discolored ceramic tile Loose grout around ceramic tile Carpet seam unraveling Threadbare carpet in hallway

Scuffing on wooden floor

Linoleum with the back showing through

Wobbly toilet

Rusty shower curtain rod Rust stain under bathtub spout Tracks on doorjamb where door rubs Door off its hinges and stored in garage Plant hanger left in ceiling Stain on ceiling caused by leaky roof

Cracked paint Chipped paint (minor)

Mildew around shower or tub Urine odor around toilet Discolored light fixture globe Odd-wattage lightbulbs which work Light fixture installed by tenant

Which fits its location

Window cracked by settling or high wind

Faded shade

Paint-blistered Venetian blinds

Sun-damaged drapes

Drapery rod which won't close properly

Dirty window screen Ants inside after rain storm

Scrawny landscaping which was sparingly

watered due to drought conditions Grease stains on parking space

"Damage" caused by carelessness, abuse, thievery, mysterious disappearance, accident, rules violation, or special request:

Missing keys

Key broken off inside lock

Door lock replaced by tenant without

management's permission

Depressurized fire extinguisher with broken seal (not used to put out fire)

Burn in plastic countertop Sink discolored by clothing dye

Missing faucet handle Missing refrigerator shelf Painted ceramic tile

Chipped or cracked ceramic tile

Carpet burn

Rust marks on carpet from indoor

plant container

Gouge in wooden floor Tear in linoleum Broken toilet tank lid Kinked shower curtain rod Chip in bathtub enamel Hole in hollow-core door

Missing door

Two-inch-diameter hole in ceiling Stain on ceiling caused by popping

champagne or beer bottles Crayon marks on wall

Walls painted by tenant in dark color necessitating repainting Mildew where tenant kept aquarium

Urine odor in carpet Missing light fixture globe Burned out or missing lightbulbs Light fixture installed by tenant which must be replaced

Torn shade

Venetian blinds with bent slats

Window cracked by movers

Pet-damaged drapes

Drapery rod with missing parts Missing, bent, or torn window screen Fleas left behind by tenant's pet Neglected landscaping which must be replaced with similar plantings Caked grease on parking space