

NORTH VILLAGE CONDOMINIUMS
58 Fortin Road
Kingston, RI 02881

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 Village Condominiums located at 58 Fortin Road, Kingston, Rhode Island leased herein by Lessee.
- (C) "Lessor" is Fortin Place, LLC of 251 Exeter Road, North Kingstown, Rhode Island.
- (D) "Lessee" is person named on this Lease.
- (E) "Term:" shall be the duration of said Lease as outlined in Section VI 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, conditions and agreements herein of the Lessee shall be the obligations of each party.

SECTION I: Condo Location

NORTH VILLAGE CONDOMINIUMS
58 FORTIN ROAD KINGSTON, RI 02881
Condo #_____

SECTION II: Lessor

FORTIN PLACE, LLC
251 Exeter Road
North Kingstown, RI 02852
Tel: (401) 218-9213
Fax: (401) 294-4252

Manager: Zach Schartner
email: zach@uritownhouses.com

SECTION III: Lessee

Name: _____

Permanent Address: _____

Permanent Telephone No. (____) _____ Cell Phone: (____) _____

Email: _____

SECTION IV: Co-Signor

Name: _____

Permanent Address: _____

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

Fortin Place, LLC hereby leases to Lessee: _____ the following premises:
Condo # _____ of 58 Fortin Road, Kingston, RI, from _____ through
_____. Rent will be \$ _____ to be paid in the
following installment(s):

Academic Year Information

<u>Due Date</u>	<u>Amount Due</u>	<u>Notes</u>
Lease Signing	\$900	Rental Deposit. Applied as security.
Lease Signing	_____	First third installment
August 11, 2010	_____	Second third installment
December 1, 2010	_____	Final third installment

Summer Rental Information

<u>Due Date</u>	<u>Amount Due</u>	<u>Notes</u>
Lease Signing	\$600	Rental Deposit. Applied as security.
Lease Signing	_____	First half installment
June 15, 2010	_____	Final half installment

If payment is not received by the due date(s) above, Lessee forfeits his or her rights to the Unit and any rights under this agreement. All occupants of Premises must have collectively signed their respective leases and payments received by Lessor to take occupancy of the Premises.

The condos are to be rented to three people or a number agreed to by management, each solely and entirely responsible for any obligation to the Lease or damage and expenses incurred at the condo listed above.

1. SECURITY DEPOSIT: A \$ _____ dollar security deposit per occupant will be maintained for the purpose of being used by Lessor to remedy any repairs, cleaning, or to be used for any outstanding bills the Lessee may have incurred. The security deposit will be returned in accordance with RI General Laws at the expiration of this Lease or the date of move out, whichever is later. _____ **Initial**

2. CO-SIGNOR: In the event Lessee defaults on any obligations under the terms of said Lease, all obligations herein transfer to Co-signor and or his or her assigns.

3. UTILITIES: Lessee shall pay costs of all utilities including but not limited to electric, cable television, internet, heat, hot water and telephone. _____ **Initial**

4. DECORATE: The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the Premises without prior written consent of the Lessor, not make nor suffer any waste, not suffer the heat or hot water to be wasted, and at the termination of this Lease shall deliver the Premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air conditioning unit, space heater, clothes dryer, television or other arials, or other like equipment shall be installed without the prior written consent of the Lessor. No water beds shall be permitted on the premises. _____ **Initial**

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 hereintofores 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 hereintofores 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.

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. 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, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with the 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 law.

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 as described in the Rental Application. Lessor does not supply parking for guests. Unauthorized users will be towed at owner's expense.

IT IS THE RESPONSIBILITY OF THE LESSEE TO MOVE HIS OR HER AUTOMOBILE FROM THE PREMISES DURING 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 water closets (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. Any clogged drains will be the responsibility of the Lessee. ____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 appliances should they not be in working order or become faulty during the Term of this Lease.
____Initial.

20. STAIRWAYS AND WALKWAYS: Lessee is responsible for maintaining stairways and walkways of their leased condo unit free and clear of debris, snow and ice.

21. INSPECTION: The Lessor may enter upon the Premises to make repairs thereto inspect the premises, or to show the premises to prospective tenants, purchasers or mortgagees. The Lessor may also enter upon the said premises with reasonable notice by the Lessor to the Lessee at least 24 hours in advance of entry. Lessor may enter with no advance notice if he suspects any emergency or potential hazard including problems with boiler, water, gas or heat. _____**Initial**

22. SUBLEASE: The Lessee shall not assign nor underlet (sublet) any part of the whole of the Premises, nor shall permit the Premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the Section V of the Lease, their spouses and any children borne to them during the Term of this Lease or any extension or renewal thereof without first obtaining on each occasion the assent of in writing of the Lessor. Lessee shall not permit guests to stay over for more than three days. Lessee shall not permit anyone except the persons assigned to the unit to live in the unit during the Term of this Lease. _____**Initial**

23. BREACH: The waiver of one breach of any term, condition, covenant, obligation or agreement of this 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.

24. COPY: The Lessor shall deliver a copy of this Lease, duly executed by Lessor or his authorized agent, to the Lessee within ten (10) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.

25. ATTORNEYS' FEES: In the event eviction proceedings are necessary, Lessee shall be responsible for all costs thereof, including reasonable attorney's fee.

26. TERMINATION: Upon expiration of this Lease or by any default of Lessee in performance of their obligations and agreements and conditions of this Lease, Lessee agrees to surrender immediate possession of the Premises and furnishings to the Lessor in the same condition of cleanliness and repair as at the date of occupancy. Lessee agrees to pay for any damages to said property. In the event of any unlawful holding over after expiration, Lessee shall be obligated to pay rent therefore at the rate of \$95 per day. _____**Initial**

27. REPAIRS: Any repairs caused by damage, misuse or neglect , excluding ordinary normal wear and tear, will be at a rate of \$60 per hour with a minimum of one hour, plus materials. The Lessee agrees to pay for any repairs performed on appliances that are the neglect of the Lessee. _____**Initial**

28. VANDALISM: Any vandalism or break-in to the units must be reported to the police within 24 hours or the Lessee will be held responsible for the damage. _____**Initial**

29. LATE FEE: Unless prearranged, there will be a \$35.00 late charge for each day the rent is late. _____**Initial**

30. PARTIES: No gathering, parties or drinking will be allowed on/in the common areas of North Village Condominiums. _____**Initial**

31. APPLIANCES: All appliances are to be checked for proper functioning within the first two days of your arrival. For safety reasons, no washer or dryer is allowed in the Premises.

32. SHOWER HEADS: Shower heads in use are for water conservation, they are not to be changed or removed. The tenant will be charged for any cost incurred for replacement and additional water consumption caused by changing the standard shower heads, based on an average charge for that building over the previous three year average.

33. ADDENDUMS TO LEASE: Lessee stipulates both Lessee and Lessor reviewed and agree to attached Addendums to Lease: MOVE OUT CHARGES ____ **Initial** WEAR and TEAR ____ **Initial**

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 _____ (city/town) on this ____ day of _____, 2010,
before me personally appeared _____ known and known by me to be the party
executing the co-signing of the foregoing instrument, and he/she acknowledges said instrument by
him/her to be his/her free act and deed.

Notary

My Commission Expires _____

ADDENDUM TO LEASE: MOVE OUT CHARGES

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 \$50 per hour (one hour minimum) plus parts.

Cleaning

Clean refrigerator	57.00
Clean stove top	26.00
Clean oven	45.00
Clean stove hood	28.00
Clean kitchen cabinets	72.00
Clean kitchen floor	63.00
Clean tub/shower and surround	120.00
Clean toilet and sink	68.00
Clean bathroom cabinets & floor	71.00
Vacuum throughout dwelling	105.00
Clean greasy parking space	95.00

Flooring

Remove carpet stains	160.00
Deodorize carpet	115.00
Repair carpet	325.00
Replace carpet (per carpet)	725.00
Refinish hardwood floor	875.00
Repair linoleum	275.00
Replace kitchen linoleum	525.00
Replace bathroom linoleum	435.00
Repair floor tile	95.00
Replace kitchen floor tile	825.00
Replace bathroom floor tile	695.00

Walls

Remove mildew and treat surface	80.00
Cover crayon marks	125.00
Repair hole in wall (per small hole)	15.00
Repair hole in wall (per large hole)	195.00
Repaint (per wall/ceiling)	175.00

Doors

Repair hole in hollow-core door	95.00
Repair forced door damage	155.00
Replace door (inside)	125.00
Replace door (outside)	275.00
Replace sliding glass door(sgl)	750.00
Replace sliding glass door(dbl)	1300.00
Rescreen sliding door screen	95.00
Replace sliding door screen	125.00

Electrical

Replace light bulb	18.00
Replace light fixture globe	29.00
Replace light fixture	75.00
Replace electrical outlet/switch	55.00
Replace electrical cover plate	12.00

Plumbing

Replace kitchen faucet	225.00
Replace bathroom faucet	175.00
Replace faucet handle	25.00
Replace faucet aerator	15.00
Replace shower head	38.00
Replace toilet tank lid	73.00
Replace toilet	280.00
Replace garbage disposer	225.00

Locks

Replace key (door or mailbox)	75.00
Replace cylindrical doorlock	145.00
Replace passage doorlock	95.00
Replace deadbolt lock	115.00
Replace mailbox lock	23.00

Windows & Window Coverings

Replace window pane (sgl)	175.00
Replace window pane (dbl)	325.00
Replace Venetian blind	75.00
Replace window shade	15.00
Replace drapery rod	25.00
Replace drapery (sill lgth)	75.00
Replace drapery (floor lgth)	150.00
Rescreen window screen	45.00
Replace window screen	68.00

Miscellaneous

Replace refrigerator shelf	55.00
Paint refrigerator	175.00
Replace stove/oven knob	22.00
Repair ceramic tile	135.00
Replace cer. tile countertop	525.00
Repair plastic countertop	85.00
Replace plastic countertop	360.00
Replace cutting board	15.00
Replace mirror	135.00
Replace medicine cabinet	185.00
Replace towel bar	75.00
Replace shower curtain rod	60.00
Replace shower/tub enclosure	1960.00
Repair porcelain	265.00
Replace thermostat	135.00
Recharge fire extinguisher	40.00
Replace fire extinguisher	60.00
Fumigate for fleas	335.00
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

Window cracked by movers

Torn shade

Venetian blinds with bent slats

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