



Ann O'Brien Realty - Winter Lease Agreement

Address: 196 Ocean Rd. Narragansett, RI, 02882 ~ Website: annobrienrealty.com
E-mail: joe@annobrienrealty.com ~ Office: (401) 782-3900 ~ Fax: (401) 782-3903

THE UNDERSIGNED LESSOR/OWNER has let and demised unto the undersigned LESSEE(S) herein called "Tenant", this _____ day of _____ 20 _____ :

Rental Address: _____

Lessee/Tenant Name(s) Lessee/Tenant # 1: _____ Lessee/Tenant # 2: _____
Lessee/Tenant # 3: _____ Lessee/Tenant # 4: _____
Lessee/Tenant # 5: _____ Lessee/Tenant # 6: _____

Lessor/Owner Name(s) Lessor/Owner # 1: _____ Lessor/Owner # 2: _____
Lessor/Owner # 3: _____ Lessor/Owner # 4: _____

Security Deposit: \$ _____

Rental Amount: \$ _____

TO HAVE AND TO HOLD THE SAME, with the rights and privileges thereof, for the term of _____
_____ on the condition of payment to said Lessor of a rent therefor of

_____ next hereafter; that the demised premises shall not be altered, mutilated
damaged, sublet, or underlet without the knowledge and written 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/her/their other rights or remedies against the Tenant, hereunder, pursuant to Rhode Island
General Laws.

1. DEPOSITS: Security Deposit is due at signing of lease or no later than _____. First
Month/First Payment, Last Month Rent and Rubbish Removal Fee is due by _____.
Checks should be made payable to _____ and delivered to
Ann O'Brien Realty, 196 Ocean Rd., Narragansett, RI 02882. If any of the present tenants are re-renting
the same property, Ann O'Brien Realty, (hereinafter "Realty Agency") is entitled to the full commission.

2. SECURITY/DAMAGE DEPOSIT: The security deposit is to be held to reserve rental for
_____. Upon Tenant's arrival, it becomes a
damage deposit. If the Tenant changes his/her/their mind, the security deposit is **non-refundable and will be
forfeited.** The damage deposit will be returned within 20 days of the expiration of the Lease pursuant to
Rhode Island General Laws, turning in the keys (**\$10.00** for each missing key), and providing forwarding
addresses, provided there is no physical damage to the premises and its furnishings, other than ordinary wear
and tear, and no outstanding bills as provided. Tenants agree to allow Lessor to deduct from the security
deposit the following charges if they apply: (a) The costs of any repairs, replacements, redecorating, and or
refurnishing of the premises, or any fixtures, systems or appliances, caused by other than "ordinary" wear; (b)
any damages caused by smoking inside the house as smoking is not permitted; (c) a reasonable cleaning
expense; and (d) any outstanding bills (e.g. cable,internet, phone, electric, fuel). **THE SECURITY
DEPOSIT MAY NOT BE USED FOR RENTAL PAYMENTS BY LESSEE.**

3. DELINQUENT AND/OR RETURNED CHECKS: Lessor's ability to provide services rests upon the
prompt receipt of monthly/semester rental payment. Lessor's failure to receive Lessee's monthly/semester rent
within **5 days** of the due date will result in a late fee of **\$25.00** for each late payment, and an additional **\$2.00**
fee per day will be assessed until payment is made. If a check has been returned by the financial institution
all future payments will be required in cash or by certified check. In addition, Lessee shall pay a **\$35.00**
returned check fee. Eviction process for all tenants will begin on the **16th day** any payment from **any one**
individual is in arrears. All fees, late fees, and service charges incurred by the Tenant as well as any expenses
including reasonable attorney's fees incurred by Lessor in instituting and prosecuting any actions by reason of
any default of Tenant hereunder shall be deemed to be additional rent and shall be due from Tenant to Lessor
immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of
this agreement for nonpayment of rent.

L/T # 1: _____ L/T # 2: _____ L/T # 3: _____ L/T # 4: _____ L/T # 5: _____ L/T # 6: _____



4. INSPECTION: Lessee shall have 3 days from the beginning of the Lease to inspect the premises and return the "Inspection Sheet." Lessee shall be responsible for any damages not identified on the "Inspection Sheet." Normal and/or reasonable wear and tear are expected.

5. UTILITIES: Electricity, fuel, cable, telephone services, rubbish removal, and charges for snow/ice removal are **NOT** part of "Rental Amount" and shall be paid by Tenant. Tenant is responsible for water heater rental fee, if applicable. Tenant is responsible for replacing any burned out light bulbs during the term of the lease. Tenant **must** keep original phone number and transfer the telephone service back into the Owner upon the termination of the lease if service was previously in Owner's name. Tenant is responsible for paying the wire maintenance fee required on the telephone. Tenant agrees not to change or disconnect its number. If active telephone service is disconnected during tenancy, Tenant is responsible for all reconnect fees. Tenant is responsible for excess water and sewer use for the term of the lease as determined by the town. Tenant agrees to initiate transfer of all utilities into their names two weeks prior to move in date. Please assign and identify the contact person for all inquiries regarding the utilities and any other information:

6. HEAT: Tenant agrees to maintain an interior temperature of at least 60° at all times. **NO** supplementary heating (i.e. wood stove, gas/electric heaters) is allowed. Tenant agrees to purchase fuel from company providing service contracts. Tenant agrees to monitor fuel levels to insure that the fuel does not run out. Should fuel run out, Tenant will be responsible for any reigniting costs and all damages due to frozen pipes. Tenant agrees to a separate \$ _____ fuel deposit to be used to insure that fuel tanks are filled at the end of the lease term. Should the tanks not be filled, Lessor will use the deposit to fill the tank. The balance along with the documentation (invoice) will be sent to Tenants within 20 days of the end of the lease period. **FUEL TANKS MUST BE LEFT FULL AT END OF THE LEASE PERIOD.**

7. INTERIOR:

- a. **NO SMOKING** in or around the premises unless otherwise agreed upon in writing with the Lessor.
- b. **NO WATER BEDS** are allowed on the premises without the consent of the Lessor.
- c. **NO SWIMMING POOLS OR HOT TUBS** are allowed on premises without the consent of the Lessor.
- d. **NO AIR CONDITIONERS** allowed on the premises without the consent of Lessor.
- e. **NO BURNING OF CANDLES & INCENSE:** The Tenant agrees that he/she/they will **not** burn candles nor incense in or around the property. Any property damage caused by Tenant's failure to comply, including discolor of ceiling and/or walls, will be the responsibility of Tenant.
- f. **NO ANIMALS:** No animals of any kind (i.e. dog, cat, bird, fish, snake, etc.) are allowed. **NO** overnight sitting of animals for parents, friends, etc. If any animals are found on the premises, a fee of \$20.00 per day will be charged until said animals are removed. The fee will be paid with the following month's rent/or within 20 days after receiving notice.
- g. **WALLS, CEILING, FLOORS: DO NOT** move or disassemble any furniture. **NO** tape, tacks, staples, nails or adhesives may be used on walls or ceilings. Tenant will be responsible for any adverse effects of the above or chemicals, cleaning agents, or hired "professionals" that require repair or replacement of items in or on the premises. No flags or banners allowed on interior or exterior of property.
- h. **CLEANING:** Tenants must keep the premises in a clean and habitable condition. The Lessor/agent reserves the right upon any inspection to hire a cleaning person, at the Tenant's expense, at an approximate cost of \$75-150 per cleaning to be paid at time of cleaning.
- i. **ALTERATIONS:** Tenants shall not remodel, paint or make any structural changes to the premise nor remove any furnishings without the prior written consent. No additional furnishings without owner's permission.

8. SMOKE DETECTOR: Lessor shall provide working smoke detectors for the premises. Tenant shall be responsible for maintaining proper operations of all smoke detectors in said premises during the term of this lease. Tenants agree not to permit any hazardous act which might cause fire. If the premises becomes uninhabitable by reason of fire caused by the Tenants negligence or the Tenants agents or servants, the rental herein shall be suspended until premises has been restored to a habitable condition. Owners are not obligated to rebuild or restore the premises.

9. TENANTS: ONLY PEOPLE ON THE LEASE MAY OCCUPY THE DWELLING. OCCASIONAL OVERNIGHT GUESTS ARE ALLOWED; HOWEVER, ANY 1 GUEST CANNOT STAY LONGER THAN 4 NIGHTS WITHIN A MONTH. Tenant shall be held responsible for all of his/her/their actions, as well as the actions of his/her/their guests, while tenants of the said premises.

10. REPAIRS: Tenants are responsible for any repair due to their misuse or any misuse of their invitees. Tenants will notify Agent so repairs can be made. No repairs should be made without Lessor consent.

11. ACCESS AND LOCKS:

- a. Tenant agrees to allow Realty Agency personnel and/or the Owner of the property to enter the premises with 48 hours notice in order to show the dwelling to prospective tenants, lenders, buyers, and for inspection except in the event of an emergency, in which case, no notice shall be required. Tenant will also provide access to Realty Agency personnel and/or the Owner in order that inspections may be performed during the first 2 weeks of October, the first 2 weeks of December, and the first 2 weeks of May. If during any inspection damages are discovered the Tenant will be given written notification of the damages, and the repairs must be made within twenty days. If Lessee fails to make repairs within twenty day period the repairs will be made by Realty Agency and/or Owner, the cost of the repairs must be reimbursed by Tenant to Realty Agency and/or Owner within ten business days.
- b. Locks shall not be changed, altered, or replaced, nor shall new locks be added by Tenant, without permission of Lessor.
- c. Tenants will have no access to garages, sheds and/or locked rooms in dwelling.

12. VEHICLES/PARKING:

- a. **NO** motor bikes, trailers, boats, recreational vehicles, or unregistered vehicles are to be brought on the premises.
- b. **NO** parking or driving on the property lawn or neighbor's lawns or driveway is permitted. Any cars found parked on the lawn will be towed at Tenant's expense. Cars must be parked in an orderly fashion. The Lessor, at the Tenants expense, may remove disabled vehicles and unregistered vehicles at any time.
- c. **NO** vehicle maintenance may be performed on the property (i.e. oil changes, brake changes, etc.).
- d. Town parking restrictions must be followed.

13. YARDS: Lessor will provide trash barrels with lids for the premises. Tenant agrees to keep the yard reasonably litter-free (including cups, bottles, paper, wrappers, and the like), keep the barrels in their designated area and keep the lids on the trash barrels for the term of the lease. No lawn games (ie.-volleyball nets, badminton horseshoes etc.) allowed on the premises. Tenant will bear the expense for any damages to the lawn by Tenants. The Lessor shall provide for all lawn care in accordance with neighborhood standards. Lessor or their agents may enter the grounds to perform lawn care, landscaping and exterior maintenance without notice or consent from the Tenants. Tenants are responsible for snow and/or ice removal.

14. PARTIES/DISTURBING NOISES/NUISANCE: The Tenant agrees that he/she/they will not breach the covenant of quiet enjoyment for the other tenants and/or neighbors. Tenant agrees not to make or permit any disturbing noises (e.g. hooting, yelling, shouting, singing, music inside a car). Lessee shall keep the volume of any guests, radio, stereo, television, CD, musical instrument, or any other piece of equipment which emits sound sufficiently reduced so as not to disturb nearby residents, in accordance with local noise ordinances. If the Tenant and/or Lessor receives a notice from the local police department that there has been a disturbance at the rental premises, which has caused a nuisance to the neighborhood, in violation of Rhode Island General Law §11-30-7, there will be a **\$50.00 penalty fee per Tenant** for the first notification. Tenant parents will be notified by letter of the violation. At this point there will be a three month period which will be considered a probationary period. There will be no further penalty fee during the term of the lease if there are no further disturbances. If there is a second such notification, the rent will increase **\$100.00 per month** for the remaining term of the lease. Tenant parents will again be notified. If there is a third such notification, the rent will increase **\$150.00 per month**, Tenant parents will be notified and an eviction will follow. Any breach of Rhode Island General Laws relative to disturbing the enjoyment of the homes by the neighbors, or disturbing the peace of the neighborhood, will be considered a breach of this contract. No kegs are permitted on the property without the prior consent of the Lessor. Tenants are not allowed firearms on the premises at any time.

Tenants agree to comply with the attached town rental ordinances which address ordinances for Public Nuisance, Noise Disturbance and Unlawful Possession and Consumption and any associated penalties.

ABSOLUTELY NO FRATERNITY OR SORORITY ACTIVITIES MAY OCCUR IN HOUSE OR ON THE GROUNDS, UNLESS OTHERWISE AGREED TO BY THE PARTIES.

15. LIABILITY: Lessor shall not be liable for damage to Lessee's property of any type for any reason or cause whatsoever, except where such is due to the Lessor's negligence. Lessee should consider obtaining tenant insurance and liability insurance. Lessee is liable for expense due to damage of water pipes, plumbing fixtures, appliances, furniture, and house structure due to Lessee's negligence. Reasonable wear and tear is excepted. Should the Tenants leave personal property on the premises after the termination of the lease, the personal property will be deemed abandoned and the Lessor has the right to remove it. Costs incurred may be deducted from the security deposit.

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16. VACANCY:

- a. Tenant agrees to notify the Lessor (or their agents) if the house will be vacant for a period of 5 days or more with the exception of school break periods.
- b. Tenant agrees to vacate the premises by _____. The Tenant acknowledges that he/she/they is/are renting said premises for the The Fall, Winter & Spring. Summer rental for the premises is \$_____ per month. If for any reason Tenant fails to vacate the premises by _____, Tenant agrees that he/she/they will be responsible for all reasonable damages incurred by the Owner and Agent, including, but not limited to, the following:
 - Rent each month, Summer rental cost
 - Damages incurred by Owner/Agent, including but not limited to
 - Breach of Contract action against Owner, Attorney's Fees/Court Costs

17. BREACH OF LEASE: If Tenant/Owners breaches the terms of this lease for any reason, the Tenant/ Owners shall be responsible for any and all costs incurred by the Lessee/Lessor including, but not limited to, reasonable attorney's fees, court costs, filing fees, service fees, and the like.

18. NON-COMPLIANCE WITH LEASE: If Tenant breaches the terms of the rental agreement and/or his/ her/their legal duties, including, but not limited to, Rhode Island General Laws §34-18-24 and §11-30-7, Lessee will be sent a written demand notice specifying the acts or omissions which constitute a breach. If Tenant fails to remedy the breach within the 20-day notice period, this rental agreement will terminate upon the date specified in the notice. If Tenant does not remedy the breach, an eviction action will be initiated, and the Lessor may recover possession and/or damages. In addition, where the Tenant's non-compliance is willful, Lessor may recover attorney's fees and costs. For the first notice of non-compliance, each Tenant will be fined \$_____ for each offense. Should a second notice of noncompliance be sent, Lessee will be fined \$_____ for each offense. After the expiration of the 20-day notice period relative to the second notice of noncompliance, eviction proceedings may be initiated.

19. LESSOR: Lessor is responsible for maintaining the dwelling in compliance with minimum housing standards.Lessor must also comply with the "Landlord Tenant Act" of Rhode Island General Laws. Lessor will make all repairs necessary to keep the premises in a fit and habitable condition. Lessor will maintain all appliances, electrical, plumbing and heating in a good and safe working order.

20. TENANT: Tenant shall be jointly and severally obligated to the conditions and terms of this Lease. This Lease is to be in force between the parties, their parents/guardians, their heirs, executors, administrators and their assigns.

1. Lessee/Tenant # 1 Name: _____ Social Security Number: _____
 Date of Birth: _____ Home Street Number: _____ Home Street Name: _____
 Address Ext: _____ Village / Town / City: _____
 State / Provinces: _____ Country: _____ Zip Code: _____
 Driver License Number: _____ State Issued: _____ Vehicle Make: _____
 Vehicle Model: _____ License Plate Number: _____ State Issued: _____
 School E-mail Address: _____ Home Phone: _____
 Secondary E-mail Address: _____ Cell Phone: _____
 Parent / Guardian Name: _____ Home Phone: _____
 Parent / Guardian E-mail Address: _____ Cell Phone: _____
 Parent / Guardian Name: _____ Home Phone: _____
 Parent / Guardian E-mail Address: _____ Cell Phone: _____
 Secondary / Alternate Parental / Guardian Home Address: _____

2. Lessee/Tenant # 2 Name: _____ Social Security Number: _____
 Date of Birth: _____ Home Street Number: _____ Home Street Name: _____
 Address Ext: _____ Village / Town / City: _____
 State / Provinces: _____ Country: _____ Zip Code: _____
 Driver License Number: _____ State Issued: _____ Vehicle Make: _____
 Vehicle Model: _____ License Plate Number: _____ State Issued: _____
 School E-mail Address: _____ Home Phone: _____
 Secondary E-mail Address: _____ Cell Phone: _____
 Parent / Guardian Name: _____ Home Phone: _____
 Parent / Guardian E-mail Address: _____ Cell Phone: _____
 Parent / Guardian Name: _____ Home Phone: _____



Parent / Guardian E-mail Address: _____ Cell Phone: _____

Secondary / Alternate Parental / Guardian Home Address: _____

3. Lessee/Tenant # 3 Name: _____ Social Security Number: _____

Date of Birth: _____ Home Street Number: _____ Home Street Name: _____

Address Ext: _____ Village / Town / City: _____

State / Provinces: _____ Country: _____ Zip Code: _____

Driver License Number: _____ State Issued: _____ Vehicle Make: _____

Vehicle Model: _____ License Plate Number: _____ State Issued: _____

School E-mail Address: _____ Home Phone: _____

Secondary E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Secondary / Alternate Parental / Guardian Home Address: _____

4. Lessee/Tenant # 4 Name: _____ Social Security Number: _____

Date of Birth: _____ Home Street Number: _____ Home Street Name: _____

Address Ext: _____ Village / Town / City: _____

State / Provinces: _____ Country: _____ Zip Code: _____

Driver License Number: _____ State Issued: _____ Vehicle Make: _____

Vehicle Model: _____ License Plate Number: _____ State Issued: _____

School E-mail Address: _____ Home Phone: _____

Secondary E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Secondary / Alternate Parental / Guardian Home Address: _____

5. Lessee/Tenant # 5 Name: _____ Social Security Number: _____

Date of Birth: _____ Home Street Number: _____ Home Street Name: _____

Address Ext: _____ Village / Town / City: _____

State / Provinces: _____ Country: _____ Zip Code: _____

Driver License Number: _____ State Issued: _____ Vehicle Make: _____

Vehicle Model: _____ License Plate Number: _____ State Issued: _____

School E-mail Address: _____ Home Phone: _____

Secondary E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Secondary / Alternate Parental / Guardian Home Address: _____

6. Lessee/Tenant # 6 Name: _____ Social Security Number: _____

Date of Birth: _____ Home Street Number: _____ Home Street Name: _____

Address Ext: _____ Village / Town / City: _____

State / Provinces: _____ Country: _____ Zip Code: _____

Driver License Number: _____ State Issued: _____ Vehicle Make: _____

Vehicle Model: _____ License Plate Number: _____ State Issued: _____

School E-mail Address: _____ Home Phone: _____

Secondary E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Parent / Guardian Name: _____ Home Phone: _____

Parent / Guardian E-mail Address: _____ Cell Phone: _____

Secondary / Alternate Parental / Guardian Home Address: _____

THE SAID LESSEE(S)/TENANT(S) ACCEPTS THE DEMISE, AND COVENANTS TO OBSERVE AND PERFORM THE CONDITIONS AFORESAID; AND ALSO, THAT ON THE ENTRY OF THE LESSOR(S) FOR CONDITION BROKEN OR ON THE EXPIRATION OF THE FULL TERM AFORESAID, WHICHSOEVER SHALL FIRST HAPPEN, THE LEGAL POSSESSION OF THE PREMISES SHALL REVEST IN THE SAID LESSOR(S), AND THE LESSEE(S) WILL IMMEDIATELY LEAVE THE SAME, IN AS GOOD ORDER AND CONDITION AS WHEN RECEIVED, COMMON WEAR AND TEAR, AND DAMAGE BY FIRE OR OTHER ACCIDENTS, WITHOUT DEFAULT OR MALFEASANCE OF THE OCCUPANTS, EXCEPTED. THIS LEASE IS TO BE IN FORCE BETWEEN THE PARTIES, THEIR PARENTS/GUARDIANS, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, AND THEIR ASSIGNS.

SIGNED, SEALED, AND DELIVERED ON THE DAY AND YEAR AFORESAID.

Lessee/Tenant # 1 Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Lessee/Tenant # 2 Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Lessee/Tenant # 3 Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Lessee/Tenant # 4 Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Lessee/Tenant # 5 Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Lessee/Tenant # 6 Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

Lessor/Owner # 1 Signature: _____ Date: _____

Lessor/Owner # 2 Signature: _____ Date: _____

Lessor/Owner # 3 Signature: _____ Date: _____

Lessor/Owner # 4 Signature: _____ Date: _____

Lessor's Lead Disclosure

Rhode Island Association of REALTORS®

Rentals and Leases - Rhode Island State and Federal Lead Disclosure Regulations Disclosure of Information on Lead-Based Paint and Lead-Based Hazards

Lead Warning Statement

Federal Law for Lead Contamination: *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords (lessors) must disclose the presence of known lead-based paint and lead-based hazards in the dwelling. Tenants (Lessees) must also receive a Federally approved pamphlet on lead poisoning prevention.*

Rhode Island State Law for Lead Contamination: *The Owner of ANY INTEREST in Residential property shall disclose to the Lessee any known information on lead-based paint or lead-based hazards in paint, interior dust, soil, or water, or potential lead-based paint or lead-based hazards and their location (s), or potential location(s). The lessee shall receive an EPA educational pamphlet containing the insert "What You Should Know About the R.I. Lead Law."*

Lessor's Disclosure (initial)

___ (a) Presence of lead in paint, interior dust, soil or water and/or lead-based hazards in paint, interior dust, soil, or water (check one below):

Known lead-based paint and/or lead-based hazards present in the housing (explain)

 Lessor has no knowledge of lead-based paint and/or lead-based hazards in the housing.

___ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing, including the most recent lead inspection report dated _____ (list additional documents below).

 Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Lessee's Acknowledgment (initial)

___ (c) Lessee has received copies of all information listed above.

L/T # 1: _____ L/T # 2: _____ L/T # 3: _____ L/T # 4: _____ L/T # 5: _____ L/T # 6: _____

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___ (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home" that includes the R.I. section "What You Should Know About the R.I. Lead Law."

L/T # 1: _____ L/T # 2: _____ L/T # 3: _____ L/T # 4: _____ L/T # 5: _____ L/T # 6: _____

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___ (e) Lessee has received a copy of the fact sheet "Tenant Rights and Responsibilities" regarding lead (Housing Resources Commission/R.I. Dept. of Health).

L/T # 1: _____ L/T # 2: _____ L/T # 3: _____ L/T # 4: _____ L/T # 5: _____ L/T # 6: _____

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___ (f) Lessee has been informed that he/she must contact the following person if he/she finds any lead-based hazards in the property:

L/T # 1: _____ L/T # 2: _____ L/T # 3: _____ L/T # 4: _____ L/T # 5: _____ L/T # 6: _____

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Lessor/Property Manager: _____ Phone Number: _____ Address: _____

Agent's Acknowledgment (initial)

___ (g) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d), Section 9.0 of the Rules and Regulations of the R.I. Department of Health, and Lead Hazard Mitigation Standards, and is aware of his/her responsibility to ensure compliance. Agent: _____

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessee/Tenant # 1 Signature: _____ Date: _____

Lessee/Tenant # 2 Signature: _____ Date: _____

Lessee/Tenant # 3 Signature: _____ Date: _____

Lessee/Tenant # 4 Signature: _____ Date: _____

Lessee/Tenant # 5 Signature: _____ Date: _____

Lessee/Tenant # 6 Signature: _____ Date: _____

Lessor/Owner # 1 Signature: _____ Date: _____

Lessor/Owner # 2 Signature: _____ Date: _____

Lessor/Owner # 3 Signature: _____ Date: _____

Lessor/Owner # 4 Signature: _____ Date: _____

Agent Signature: _____ Date: _____

The Town of Narragansett
Rental Registration Ordinance Summary

RENTAL DWELLINGS - Section 14-518 to 14-520 No dwelling unit shall be permitted to be occupied by tenants until record owner has registered with the building inspector. The record owner shall post in plain view a notice of town ordinances, a copy of the current lease and registration form to be readily available for inspection by police, fire, zoning, building and minimum housing officials.

PENALTY: Fine per day of up to \$500.

PUBLIC NUISANCE - Section 46-31 It shall be a public nuisance to conduct a gathering of 5 or more on any private property in a manner which constitutes a disturbance of the quiet enjoyment of a neighborhood as a result of conduct in violation of the law. i.e., excessive noise or traffic, obstruction of streets by crowds or vehicles, illegal parking, public drunkenness or urination, the service of alcohol to minors, fights, disturbance of the peace and littering .

POSTING OF NOTICE OF UNRULY GATHERING - Any notice posted between September 1 and May 31 or any year shall remain posted until May 31. Any notice posted between June 1 and August 31 of any year shall remain posted until August 31.

PENALTIES FOR VIOLATION - Section 46-35 (1) For the first intervention in a posting period the fine shall be minimum mandatory \$300.00 and community service shall be discretionary (2) for the Section such intervention in a posting period the fine shall be a minimum mandatory \$400.00 and not less than 25 hours of community service (3) for any further such responses in a posting day period the fine shall be a minimum mandatory \$500.00 and not less than 50 hours for community service.

NOISE DISTURBANCE - Section 22-46 to 22-60 No person shall make or cause to be made any noise or sound which constitutes a noise disturbance. Specific prohibited acts to include: yelling, shouting, hooting, whistling or singing on public streets particularly between 11 PM and 7 AM.

PENALTY: Any violation which occurs in an area zoned residential shall be subject to a minimum mandatory fine of \$500.

UNLAWFUL POSSESSION OR CONSUMPTION - Section 46-10 No person who exercises control over private property may knowingly allow any other person under the age of 21 to possess or consume alcoholic beverages on the property.

PERMIT TO POSSESS KEGS - Section 47-2 Any individual of lawful age may possess a single keg in a residentially zoned area after having obtained a permit and a permit sticker from the town of Narragansett.

PENALTIES: Fine of up to \$500 for each and every offense.

TRASH - Section 34-159 and Section 34-186 (h), (i) Every owner of a dwelling unit shall be responsible for the supply of covered storage containers and provide proper collection and removal of their contents on a weekly basis.

PARKING - Section 74-28 There shall be no parking on either side of any public street or highway within town from November 15 to April 1 when a winter storm watch or warning is in effect. Many neighborhoods also have posted parking bans in place.

PETS - Section 6-21 Every owner or keeper of a dog shall not allow such dog at large and shall keep the pet on a leash when outside the enclosure of such owner.

YOU MAY REQUEST A FULL COPY OF THESE ORDINANCES THROUGH THE NARRAGANSETT TOWN HALL OR BY ACCESSING ITS WEBSITE UNDER BUILDING INSPECTOR LINK.

Lessee/Tenant # 1 Signature: _____ Date: _____

Lessee/Tenant # 2 Signature: _____ Date: _____

Lessee/Tenant # 3 Signature: _____ Date: _____

Lessee/Tenant # 4 Signature: _____ Date: _____

Lessee/Tenant # 5 Signature: _____ Date: _____

Lessee/Tenant # 6 Signature: _____ Date: _____

RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE FORM

R.I.G.L. § 5-20.6 allows a real estate broker or salesperson to provide real estate services to you whether you are a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined on this form . Although it is not legally required, you may also choose to sign a written contract to further define your relationship. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

NEUTRAL TRANSACTION FACILITATOR

A Neutral Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction as a neutral facilitator who does not represent you.

A Neutral Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a neutral transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Neutral Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state law; and accounting for funds. A neutral Dual Facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care, and obedience to lawful instructions . **This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.**

NEUTRAL TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction in a neutral capacity.

The principal broker or his or her designee assumes this role in a transaction in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction or if one affiliated licensee is assisting both the buyer and seller or landlord and tenant in the same transaction as a dual facilitator. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care. A principal broker or his or her designee becomes a neutral Transaction Coordinator automatically, so a customer or client is not required to sign an additional disclosure form.

Lessee/Tenant # 1 Signature: _____ Date: _____

Lessee/Tenant # 2 Signature: _____ Date: _____

Lessee/Tenant # 3 Signature: _____ Date: _____

Lessee/Tenant # 4 Signature: _____ Date: _____

Lessee/Tenant # 5 Signature: _____ Date: _____

Lessee/Tenant # 6 Signature: _____ Date: _____

Real Estate Licensee's Responsibilities

R.I.G.L. § 5-20.6-8 requires any real estate licensee who assists you to present this form to you at the first personal contact with you or prior to an offer to purchase, whichever occurs first. A real estate licensee must also disclose which party they represent, and obtain your written acknowledgement of that relationship. The law also requires real estate licensees to fulfill the duties of their relationship with you as defined by state law and/or in a written contract. Failure to comply with this law is a violation of Rhode Island license law and can result in disciplinary action to the licensee.

Consumer Information and Responsibilities

If you wish to have a real estate licensee represent you, this relationship must be established no later than the preparation of an offer to purchase, purchase and sales agreement or lease. Rhode Island law presumes that all real estate licensees are acting as neutral Transaction Facilitators unless otherwise stated on this form. **A real estate licensee can act as your designated client representative only if that real estate licensee obtains your informed written consent to that relationship on this form.**

A principal broker may only appoint a real estate licensee to represent you as a Designated Client Representative with your informed, written consent acknowledged on this Mandatory Relationship Disclosure Form. This designation as your representative applies only to the real estate licensee listed below. An inherent conflict of interest may exist if you as a buyer choose a designated client representative affiliated with the same principal broker as the seller's designated client representative. Other licensees affiliated with the company do not represent you or owe you any duties unless disclosed to you in writing. Also, these other licensees may represent or assist another party in your real estate transaction.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice on specialized issues, such as legal, tax, or insurance, consumers are advised to refer specialized questions to the proper expert, including, but not limited to, a home inspector, attorney, tax advisor, appraiser or appropriate government official.

Consumer and Broker Acknowledgement

By signing below, I, the consumer, acknowledge that I have received and read the information in this Rhode Island Mandatory Relationship Disclosure Form. I understand and agree that the real estate licensee has disclosed that he or she will be working with me in the following capacity. (Check one)

Transaction Facilitator
for a specific transaction

Designated Client Representative
for me as the Seller/Landlord

Designated Client Representative
for me as the Buyer/Tenant

Lessee/Tenant # 1 Signature: _____ Date: _____

Lessee/Tenant # 1 Printed Name: _____

Lessee/Tenant # 2 Signature: _____ Date: _____

Lessee/Tenant # 2 Printed Name: _____

Lessee/Tenant # 3 Signature: _____ Date: _____

Lessee/Tenant # 3 Printed Name: _____

Lessee/Tenant # 4 Signature: _____ Date: _____

Lessee/Tenant # 4 Printed Name: _____

Lessee/Tenant # 5 Signature: _____ Date: _____

Lessee/Tenant # 5 Printed Name: _____

Lessee/Tenant # 6 Signature: _____ Date: _____

Lessee/Tenant # 6 Printed Name: _____

By signing below, I, the real estate licensee, acknowledge that I have provided this disclosure form to the above consumer(s) as required by Rhode Island law.

Name of Brokerage Firm

Licensee Signature

Printed Name

Real Estate License #

Date

Licensee: please initial here if the consumer declines to sign this notice and state the consumer's reason for refusal:

