**(Your state) Residential Lease Agreement**

This Lease Agreement (the "Agreement") is agreed between the Landlord and the following tenants and effective from **September 01, 2023**. This rental agreement signed in both parties of tenant and landlord.

|  |  |
| --- | --- |
| PREMISE ADDRESS:  | **123 ABC ST, #303, City, State, Zilcode** |
| TENANT1 | ABC SmithSign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: . | PHONE#: 987-432-4567EMAIL: abc 1234@gmail.com |
| PET | PET (SPECIES/BREED)No Pet |   |
| MONTHLY RENT | **$700** | Due in advance by 1st of Each Month |
| LATE FEE | $35 apply on 3rd day, and $5 per day from 3rd day until it paid fully |
| LEASE TERM | FROM **09/01/2023** | TO **07/31/2024** |
| SECURITY DEPOSIT | **$700** |  |
| MOVING IN COST | Pre-deposit: $700 ZelleRent of September: $700Total $1400 |  |
| UTILITIES | GAS, ELECTRICITY, Heating, Internet included. | Landlord is responsible for WATER & SEWER |
| PARKING | No parking included |  |
| LANDLORD | **My name or your LLC name**Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: . | Manager: ABCPHONE#: **EMAIL:**  |

**PROPERTY ADDRESS: ADDRESS:**

**This rental agreement signed in both parties of tenant and landlord about 41 Jenkins st, Providence, RI 02906.** Subject to the terms and conditions stated below the parties agree as follows:

**1. Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant described below, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address) \_\_\_\_\_\_\_\_(the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

**2. Term.** This Agreement will begin on \_**September 01, 2023** \_\_ (the "Start Date") and will terminate on \_ **May 31, 2023** \_\_ (the "Termination Date"), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

**3. Property Management.** The Tenant is hereby notified that NAme (E-mail: Contact OR TEXTxxx xxx xxxx), the property manager of the 41 Jenkins. Should the Tenant have any issues or concerns of utility, rent payment, disturbance issues, the Tenant should contact Jamie or Young by text or E-mail.

**4. Rent.** Tenant will pay to Landlord rent in the amount of **$ 700**\_\_ (the "Rent"), payable in advance on the **1 st day of month**, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any short term or month-to-month renewal period by providing at least 30 days written notice to Tenant.

**Payments should be sent to:**

* **ZELLE (zelle ID)**
* **Money order or personal check payable to “your name” send to “address to send”, should be arrived by 1st day of each month**
* No cash will be received.

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. If the first month of the lease is a partial month, rent payment will be pro-rated at the rate of 1/30th of the monthly rent payment per day. No pro-rated rent shall be accepted at any other time.

**5. Security Deposit.** At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the one month rent amount of **$ 700**\_(the "Security Deposit"). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent, or damages from breach of the lease, or to repair damages to the Property exclusive of ordinary wear and tear. If used for any of the aforementioned purposes, Landlord will provide Tenant with a written accounting of the deductions. Landlord will refund Tenants the balance of the security deposit after such deductions within 20 days after the later of either termination or tenancy, delivery of possession, or the tenant’s providing the landlord with a forwarding address for the purpose of receiving the security deposit. Security deposit can not be used for last month rent.

**6. Failure to Pay.** If tenant fails to pay the rent within 1 consecutive days from the first day of week, the first time late fee **($35**) will be charged on 3rd day arrears of each month and charge additional $5 per day from 3rd day arrears of each month until it paid fully. If the late fee charges, tenant should inform to landlord the payment schedule within 3 days. If the tenants fails to pay the rent within 5th days of the month, the landlord can send a written notice telling the tenant the specific amount of overdue must be paid in 5 days of the notice mailing or the rental agreement will end and the landlord will go to court to evict the tenant. During the eviction action process, tenant owe the prorated rent until move out. The eviction may be stopped by paying the back rent, up to or the hearing of court. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

**8. Occupants.** A unit allow the limited occupancy only approved tenants. Federal occupancy standards require landlords to allow two persons per bedroom. Occupant should submit legal ID and proper information in tenant disclosure.

**9. Guest Policy**. All other individuals other than approved occupant considers a guest. Tenant may have guests, maximum 1 guests on the Property at the time, for not over 1 consecutive days. Total accumulated guest sleeping only allowed 12 days in a calendar year, and no more than one guest overnight per bedroom at any one time. Tenant is required to disclose COVID-19 questionnaire to Landlord when guests stay overnight at the Property, but Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 1 consecutive days

* **Guest fee**: Additional long-term guest staying more than 1 days may cause the additional rent, $50 per person per day. If tenant has a health or safety issue that need a guest to stay to help out, this guest should be registered and approved by the landlord, and both of tenant and guest require to sign the new lease agreement with addendum. This additional guest tenant does not have own guest additionally, and this is sub-contract under the original lease agreement. Therefore, sub-contract can be terminated, when the original lease terminate. This guest tenant sub-contract follows the original lease agreement.
* **Guest policy violation** can cause the house rule violation, resulting the termination of lease. The Guest who stays more than 1 consecutive days in a month or more than 12 days in calendar year will NOT be considered original occupants of the Property unless a new lease agreement addendum
* Additional tenant do not have own additional guest allowance. No more than 2 people can be invited in the property at the same time for the purpose of event or party.

**10. No Smoking Policy.** Smoking is strictly prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This no smoking policy apply to all forms of smoking including all kind of smoking, tobacco, marijuana including medical marijuana and vaper. Under federal law, all forms of marijuana are illegal, including medical marijuana. This policy applies to all owners, tenants, guests, employees, and servicepersons. A landlord may terminate the rent for this violation and evict for “illegal activity” who violate a no-smoking. The Tenant will be liable for any damages and odors caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction. Also, smoking cleaning/deodorization fee, **$500** will be charged from your security deposit.

**11. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Remaining items may be charged cleaning fee from security deposit.

**12. Quiet Enjoyment (Noise Policy).** All tenants have the right to quiet enjoyment of the rental property. Tenants are entitled to live free from unreasonable disturbances, which can include excessive, ongoing noise. Followings are prohibited in the property.

* Quiet time: 9pm – 7am
* Music instrument: Electric drum, brass band instruments, piano, strings and all kind of music instrument playing
* Singing: Vocal practice
* Loud music or TV sound: Loud music or TV sounds
* Frequent yelling, screaming, arguments
* Tune down voice or sound at quiet time

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

**13. Use of Property/Absences/Abandonment.** Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial (including Airbnb, Rovers etc) or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

Abandonment is when a tenant leaves the property before the tenancy has ended, usually without letting the landlord know. If the tenant surrenders the property by abandonment, the landlord has to be sure that they've left before renting out the property to somebody else. Abandonment without notice and no next rent payment for 15 days, the lease will be terminated automatically.

Animal (pet) abandonment for

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

**13. Furnishings and Appliances.**

The following furnishings will be provided by Landlord:

* Room: queen Mattress frame, bookshelf (2X4), side table, desk, chair

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted. Damages or missing items will be deducted from security deposit.

**14. Storage. [ No ]** Additional storage space is available in the Property basement. (3ft x 8 ft, fee $30/mo (Not Applicable in this rent). Any personal property stored in the common areas of the Property will be removed without notice.

**15. Parking. [ No or Yes ]** Monthly parking fee will be included, and it will be include the rent at the point of sign the lease. No guest parking allowed in the parking lot. The assigned parking spot is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Cleaning of leaked oil or fluids is responsibility of tenant. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property. No parking vehicles on any areas that are not designated specifically for parking. This means there is no parking on the lawn, common areas, in front of dumpsters, or off to the side of the driveway or parking lot. Any parking violation or unauthorized vehicles will be towed by owner’s expenses.

**16. Roof/Fire Escapes.** Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

**17. Pets. [No]** Unauthorized animal is not allowed in the property. Animal violation penalty of $500 per animal.

**18. Keys and Locks.** Tenant will be given a set number of keys for the Property. Duplicate or copy the key is prohibited. Unauthorized person who possess a property key and entering the property is prohibited. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee ($75 per locksmith in locked out for weekday 9-6pm, $100 for weekend or night time, or $50 per lost keys) to replace the lock and key sets. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

**19. Tenant Responsibility.** Maintaining premises. Tenant responsible trash handling, trash area cleaning, snow removal, unclogging toilet. A tenant must comply with required Rhode Island State and local health and safety code standards. The rental unit and shared interior/exterior areas must be kept clean and safe from hazards. The garbage, rubbish, and other wastes must be removed from the unit (as necessary) and disposed of in a proper manner. The plumbing fixtures and facilities must be kept in a clean and satisfactory condition. All electrical, plumbing, sanitary, heating, and other facilities and appliances on the premises must be used in a reasonable manner. There must be no deliberate or negligent destruction, defacing, impairment or removal of anything that is attached to or otherwise part of the premises. Also, the tenant is responsible for the conduct of family members and visitors in regard to the previously mentioned situations.

* The tenant should: avoid causing noise or unruly disturbances which may bother other people; bring regular maintenance and major repair situations to the landlord’s attention on an “as needed” basis; and notify the landlord promptly of any conditions that may cause deterioration of the premises.
* The tenant must not use the property of adjacent public property for: the unlawful manufacture, sale, delivery, use, of keeping of the controlled substance (narcotics); or an attempted or actual crime of violence, as defined by law.
* The tenant should be responsible for proper trash handling, cleaning the APT and common area.

**[General Common Rules]**

* 1. Bathtub and floor scrub clean after use
* 2. No dishes or pot left in the sink, please clean up immediately
* 3. Trash disposal empty weekly frequently and contribute and share the trash bag please.
* 4. Do not dispose general trashes in recycle bins and outside blue recycling bins, city won’t pick up the ciolated trash bins
* 5. Monday morning 7-11am is trash pickup day. Please bring the outside bin to the Mc Cann street. And bring them in no later than Monday evening
* 6. Quiet Enjoyment
* Please respect quiet time from 9pm to 7am. Tune down your tv, music, voice or any loud things Please do not cook very late nigh mt or after 11pm for quiet enjoyment for all
* 7. Laundry washer and dryer Please remove lint and dirt in the filter and bag every time use from dryer and washer This is a free laundry unit and brand new 2021. It has been replaced twice. If this new washer and dryer breaks for misuse again, owner won’t buy a new laundry washer and dryer any longer. Since it is free laundry, please respect with gentle use and enjoy it until it works.
* 8. No smoking No cannabis use in the property.
* 9. Heating. Room is warmer than hallway. Thermostat is located in thermostat and programmed. Please do not change the program.
* 10. Wifi: please do not make any traffic of wifi. No coin digging. No heavy download with common wifi.

**19. Maintenance and Repairs.** Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry

**20. Utilities and Services.** Landlord will pay directly for water, sewer, home insurance. Other utilities, services, and charges will be followed by each lease agreement.

* Rent include Heating gas, Electricity,Hot water, Water, Sewer in the property
* Parking (registered car only)

**21. Access to Property.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, two-day (48 hours) verbal or written notice when needing to enter a tenant’s rental unit. Entry should be during reasonable hours and only for such legitimate business reasons such as inspections, repairs, alterations, improvements, supplying necessary service, or showing the unit to potential buyers or renters. Only under extreme circumstances, emergencies or as provided for under RIGL 34-18-39 (Failure to maintain) or 40 (Remedies for abandonment) can the landlord enter without notice or court order. Right of entry must not be abused or used to harass the tenant. After notify early termination or termination of lease at least 2 days, landlord can notify the showing period and broad time at lease two-day (48 hours) verbal or written notice, then can make a short instant notice in a same day.

**Maintain service access:** Landlord or landlord’s agent, mechanics, heating, plumbing, handymen may enter common area to inspect structure, heating, plumbing and maintenance issue for the amount of time reasonably required to complete. Common area access should not be blocked by tenant in maintain issues. Landlord and landlord’s agent must get a permission to access a private area (room) with two days verbal or written notice. Landlord can enter the property without notice or permission if there is an emergency. This emergency include mechanical repairs, heating, plumbing, leaking, structure problems, tenant’s medical emergencies, tenants fighting/ argument, or illegal activities reported.

**21. Landlord responsibility. Maintaining property.** Landlord must comply with state building code requirements concerning all new construction, additions, or repairs that are done or are needed. Landlord should keep the property in a continually fit and habitable condition. Landlord is responsible for maintaining all common areas both inside and outside the dwelling. Landlord is responsible to make sure all electrical, plumbing, sanitary, heating, and other facilities (and appliances provided as part of the rental agreement) are kept in operable condition and meet housing code standards.

**22. Noncompliance by landlord.** When a landlord is not complying with the rental agreement or there are repairs needed and a substantial health and safety problem is being caused by the noncompliance, the tenant may send or give the landlord a written notice pointing out the specific problem that is:

 (1) causing a violation of the agreement or,

(2) the failure to maintain the property as specified un

**Default.** Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**22. Termination upon Sale of Property.** Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 60 days' written notice to Tenant that the Property has been sold. Landlord may ask to show the property with 48 hour notice, tenant should allow the access the property.

**23. Early Termination.** Tenant may, upon 60 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to one month rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. All rent will end at the end of month. The termination fee is in addition to all rent due up until the termination day. After the notice of early termination, property may allowed to access to showing the next rent. Landlord should notice prior 48 hours to access the property.

**25. Holding Over.** Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation. Holdover tenancy has limited house internet access. Hold over tenancy will increase rent $100 per every month. Increased rent will be charged from the month of non-payment rent and eviction process.

**26. Military Termination.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

**27. Non-pay rent Termination & Eviction.** When tenants fail to pay a rent due (1st day of each month) after 15 days or other cost, landlords can send a “5 day notice to quit of non-payment of rent” by certified mail to tenant. At this time, tenant can resolve the situation by paying whole amount of rent and fees. When tenant fail to pay rent and fees within notified due, landlord will file a eviction complaint of non-payment of rent in RI district court. Tenants will notified response and hearing date. If tenant fail to resolve the complaint of eviction, RI state sheriff will be scheduled the date for forced eviction. After this period, landlord will change the lock, and tenants cannot access the property. Possessions of tenant will be stored in storage for tenants cost. Non-payment of rent file, eviction cost and attorney’s reasonable cost will be charged to tenant. If tenant fail to pay the cost within 15 days, landlord will transfer this to the collector.

**28. Condition of Property.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

**29. Alterations and Improvements.** Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

**30. Hazardous Materials.** Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**31. Lead Disclosure.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, the EPA booklet entitled *Protect Your Family from Lead in Your Home.*

**32. Damage to Property.** If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income. Tenants are suggested to have own tenant insurance to protect their possessions and cover the property damages.

**33. Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

**34. Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

**35. Compliance with Regulations.** Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**36. Mechanics Liens.** Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

**37. Subordination of Lease.** This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

**38. Assignment and Subletting.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which will not be unreasonably withheld.

**39. Additional Provisions; Disclosures.** Trash & Junk cleaning fee. Any mattress or large size trash will be charged $75 for removing fee from security deposit. Remaining furniture can be notified to property manager before move out. Any remaining items after termination of rent period will be removed from the property without tenant’s permission.

**40. Notice.** Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

**41. Other Fees and Penalty.**

* **Returned Check Fees:**If amount demanded is not paid within 30 days of receipt of notice demanding payment, check writer is liable for the amount of the check, plus a $35 collection fee, plus three times the amount of the check, but in no case less than $200 and in no case more than $1,000.
* **Landlord Allowed to Recover Court and Attorney’s Fees:**In an eviction for holding over after the termination or expiration of tenancy where the tenant’s holdover is willful and not in good faith, landlord is entitled to recover reasonable attorney’s fees & cost.
* **Prepaid Rent:**Prepaid rent for a period after the effective date of the termination of the lease shall be refunded within 30 days.
* **Trash & Removing Possessions after move out:** Remaining heavy items after termination of lease including mattress or large furniture or mattress will be charged $75 per single item, Basic fee $300 for removing fee plus each large items. General trash handling fee $75 per hour. Remained personal possession will be stored basement for 30 days from last day of the rent and discard after 30 days.

**41. Attorney's Fees.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

**42. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Rhode Island. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**43. Governing Law.** This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Rhode Island.

**44. Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

**45. Time of Essence.** Time is of the essence with respect to the execution of this Lease Agreement.

**46. Estoppel Certificate.** Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**47. Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**48. Application.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**49. Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.