

**GEMMA REALTY
RESIDENTIAL LEASE / RENTAL AGREEMENT**

We are pleased to welcome you as a Tenant of **GEMMA REALTY LLC**. Privacy and convenience are best achieved by people living together with some mutually agreed upon understandings. We ask that you and your neighbors consent to certain rules designed to help maintain community appearance and tranquillity. Your new home is rented under the following conditions:

This LEASE is made this **day** of **2005** by and between

GEMMA REALTY LLC (Owner) and
The Tenants\Lessees who will occupy the premises are:

	Name	Permanent Address	Date of Birth	Social Security #
1.				
2.				
3.				
4.				

Sample Copy

ADDRESS of premises

APARTMENT NO #

POSSESSION of premises to betaken on

TERM of lease begins on TERM expires on

RENT DUE for full term _____ Dollars (\$ _____)

RENT is payable monthly, in advance, at a rate of \$ _____ and no/100 dollars (\$000.00) per month in full, during the term of this agreement on the first day of each month at the Realty Company office located at 1455 Mineral Spring Avenue, No. Providence, Rhode Island 02904. Checks are made payable to GEM PROPERTY MANAGEMENT. All necessary payments shall be made before possession of the premises is taken.

SECURITY DEPOSIT	\$	000.00
FIRST MONTH'S RENT:	\$	000.00
or, PRO-RATED	\$	
TOTAL (Due before possession taken)	\$	000.00

1. PARKING: This lease includes parking space for _____ passenger automobiles. Disabled vehicles and unregistered vehicles may be removed by the Owner at the Tenant's expense at any time. All Tenants will cooperate with the Owner to permit snow removal. No trucks, boats, trailers or motorcycles may be parked on the premises without prior written permission.

2. SECURITY DEPOSIT: Upon termination of the tenancy, you shall be given the full security deposit minus any amount of unpaid accrued rent, unpaid late fees, and the amount of physical damages to the premises, other than ordinary wear and tear, to include but not limited to the removal of furniture, excessive cleaning, and rubbish removal. Any such deductions will be itemized by us in a written notice. This notice, along with the amount of security deposit due, will be delivered to you within twenty (20) days after you have vacated the premises, returned the keys to us and provided us with your forwarding address. **Security deposits shall not be used for the last month's rent.**

3. LATE RENT PAYMENTS: The Tenant shall pay the full amount of the rent by 5p.m. on the 1st of every month. Failure to do so will incur a \$25 late fee. No demand for rent, either written or oral, is required.

4. DELINQUENT RENT PAYMENTS: Due to the late fees for a late mortgage payment on our behalf, failure to pay the rent by 5 p.m. on the 5th will be considered delinquent and we are forced to charge the tenant a 25.00 late fee. No demand for rent, either written or oral, is required. If any part of the rent is due and in arrears for fifteen (15) days, we will send you a written notice specifying the amount of rent in arrears, making demand for same and notifying you that unless you pay the amount in arrears within five (5) days of the mailing of the notice, this lease will terminate and eviction proceedings will commence. **A \$30 fee will be charged for any checks returned by the bank.**

5. DAMAGES TO PREMISES:
the premises when caused by your visitors. WE SHALL NOT BE OR LOSS OF YOUR STORED IN OR ABOUT THE YOU TO PROTECT YOUR YOUR OWN INSURANCE.

Sample Copy

You agree to pay us for repair of misuse or that of your family or RESPONSIBLE FOR DAMAGE PERSONAL PROPERTY PREMISES. WE ENCOURAGE PERSONAL PROPERTY WITH

6. USE AND OCCUPANCY:
occupy the premises solely as a the number of occupants is not to and _____ children. You shall use the premises in such a manner as to comply with all local, county and state laws, and shall not use the premises or permit it to be used for any disorderly or unlawful purpose or in any manner offensive to any other tenant of the building. In the event that any person using the premises occupied by you or visiting the same shall suffer any fall or other injury, such person shall report to the owner the date, time, place and conditions of such occurrence and the names of all persons who have witnessed the same. Such report shall be given not later than the next business day after the same shall occur.

You shall personally use and private dwelling. You agree that exceed consisting of adults

7. UTILITY INCREASE: The monthly rental shall include the costs of the following checked utilities: **cold water** X_, **electric current** /, **cooking gas** / **hot water** / **heat** We shall not be liable for failure to furnish any of the above utility services. We shall, however, exercise reasonable diligence to correct such failure. In the event that the cost rate of any utility (as defined herein) supplied to, or used in the building or buildings, of which your apartment is a part, shall be increased, at any time during the term of this lease, over the cost rate in effect on the initial date of this lease, you hereby agree to pay, as part of your monthly rental payment the increased cost of said utility's cost rate, to be pro-rated to all Tenants on a monthly basis. "Utility" as used here, shall mean electric, gas, water and oil.

8. SUBLETTING AND ASSIGNMENT: Without the prior written consent of the Owner, the Tenant shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by the Owner to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license without the prior written consent of the Owner or an assignment or subletting by operation of law, shall be void and shall, at the Owners' option, terminate this lease.

9. PETS: NO ANIMALS, BIRDS, OR PETS OF ANY KIND SHALL BE PERMITTED IN THE PREMISES WITHOUT OUR PRIOR WRITTEN CONSENT. The granting of consent to others shall in no way be deemed the granting of consent to you, nor obligate us to grant consent to you.

10. ALTERATIONS: You shall not remodel, paint, or make any structural changes to the premises, nor shall you attach or remove any fixtures without our prior written permission.

11. ACCESS: To provide both routine and emergency maintenance service, we retain a key to your apartment. Service requests placed by you shall be answered in a reasonable time. Except in cases of emergency or unless it is impracticable to do so, we will give you at least two (2) days or forty-eight (48) hours notice of our intent to enter and will enter only at reasonable times. If we enter the apartment in your absence, we shall leave our card explaining the purpose of our call and the name of our representative. We reserve the right during the term of your tenancy to show your apartment to prospective tenants. Lessee agrees to notify Lessor immediately when maintenance is required.

12. ABANDONMENT: If during the term of your tenancy, you abandon the apartment the Owner will send a letter to you stating that unless a reply is received from you within seven (7) days, the Owner shall re-rent the premises. In the event you shall be absent from your apartment for a period of more than ten (10) consecutive days, notice of such fact must be given to the Owner no later than the first (1st) day of the extended absence prior to departure. If you vacate the premises without notice to the Owner, remove substantially all possessions from the premises and do not pay rent for more than fifteen (15) days, an abandonment has occurred.

13. RULES AND
cannot be used in the premises
Consent will be granted only if you
coverage for possible resulting
waterbeds with notice of
it may be necessary to change our
Written notice of said changes and/or

Sample Copy

REGULATIONS: Water beds
without prior written consent.
give us proof of insurance
damages due to the use of
cancellation. From time to time,
rules and/or adopt new rules.
adoptions will be sent to you.

14. STORAGE: You may use
outside your apartment, when
charge, but at your own risk. Only storage space so designated by the Owner may be so used.

storage space provided for you
available, without additional

15. ELECTRIC LIGHT BULBS: We shall supply your apartment with electric light bulbs and fuses at the time you move in. You agree to furnish replacements and install thereafter. Should battery activated Smoke Detectors be supplied, you agree to maintain and replace same.

16. RUBBISH: Each unit is provided with trash barrels and lids which are to be kept in the rear of the building. All Tenants are to ensure that trash is neatly secured within a plastic bag, plastic bags are to be placed inside barrels and lids are to be securely attached to each trash barrel. You agree not to place rubbish on patios, in halls or any other common areas. Attached is copy of the City of Providence rules and regulations for rubbish collection. **You agree to pay for any violations received for not following these rules. TENANT IS RESPONSIBLE FOR PLACING THE RUBBISH AT THE CURB ON THE APPROPRIATE DAY FOR WEEKLY PICK-UP. Failure to place your rubbish on the curb for weekly pick-up will result in a \$50.00 charge.**

17. HALLS: No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways. *This violates state and local fire regulations.*

18. PLUMBING: The water closets and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweeping, rubbish, or any other improper articles be thrown into them. Any damage to the building caused by the misuse of such equipment shall be paid by you.

19. LAUNDRY: We may provide laundry washing and drying equipment in the community which may be operated at your own expense and risk. You agree not to hang or place laundry on the exterior of any building or lawn unless specified areas are so designated. You agree not to install a washer or dryer in your living unit without first receiving our written consent.

20. DISTURBING NOISES: You and any person on the premises with your consent agree not to disturb your neighbors' peaceful enjoyment of the premises. You agree not to make or permit to be made any disturbing noises. You shall keep the volume of any radio, stereo, TV or musical instrument in your apartment sufficiently reduced at all times, so as not to disturb other tenants in the building. You shall no conduct or permit to be conducted vocal or instrumental practice or instruction in the premises. **KEG OR TICKET PARTIES OR ANYTHING COMPARABLE IS NOT ALLOWED. FAILURE TO DO SO WILL SUBJECT YOUR LEASE TO FORFEITURE.**

21. LOCKS AND KEYS: We shall provide a lock for your exterior doors which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service you agree that no additional locks shall be placed upon any doors of the premises nor shall locks be changed without our prior written permission. Upon termination of this lease, you shall return all keys to the premises. **A \$25 charge will be made for lockouts.**

22. DISPLAY OF SIGNS: During the last 30 days of this Lease, the Owner reserves the right to display the usual "For Sale" or "For Rent" or "Vacancy" signs. The Owner may also show the property to prospective buyers with sufficient notification to tenants.

23. EXTERMINATION: All units beginning of the lease term. If later date, Tenant will be required to necessary for their apartment. The vermin shall not constitute eviction nor reduction, abatement or withholding of any and all reasonable action to notification and verification that these

will be free of pests at the extermination is required at a pay for any extermination presence of pests or other be a cause or reason for rent. However, we shall take exterminate pests upon conditions exist.

Sample Copy

24. MOVING: So as s not to disturb neighbors, the moving of furniture is permitted to and from the premises between the hours of 8:00 AM and 6:00 PM only. Any packing cases, barrels or boxes which are used in moving must be removed by you or by the moving company. You authorize that we may keep moving companies or trucks off the premises if your rent is not paid in accordance with the terms of this lease.

25. FIRE HAZARDS: You shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the premises. If the premises become totally uninhabitable by reason of fire not caused by you negligence, your agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition. We are not obligated to rebuild or restore the premises. You are responsible for any costs incurred by your negligence or the negligence of any person on the premises with your permission or implied consent.

26. REMOVAL FOR BREACH OF RENTAL LEASE: If we at any time find your conduct or the conduct of such persons on the premises with your consent in noncompliance with this lease, we will send you a written notice

that such conduct is considered a breach of the lease and that if you do not remedy the breach within twenty (20) days of the mailing of the notice, this lease will terminate and we will commence eviction proceedings against you. A second notice of noncompliance sent to you within six (6) months of the first notice will result in termination of this lease.

27. INSURANCE: All Tenants understand and agree that it shall be their own obligation to insure their own personal property.

28. NOTICE AND EXTENSION OF LEASE: This lease expires on the date stated herein unless the Owner shall, in writing, extend the term. If the Tenant remains in possession without the Owner's consent after expiration of the term of this lease, the Owner may commence an eviction action.

28a. EARLY TERMINATION OF LEASE: If you chose to terminate your lease before the termination date, you will lose your security deposit and also an early termination fee equal to one (1) month's rent.

28b. UNIT TRANSFERS: A written request must be made thirty days in advance to request a unit transfer. If this request is granted, there will be a **\$125.00** transfer fee assessed to your account.

29. REPRESENTATIONS AND APPLICATIONS: We enter into this lease with you on the basis of the representations contained in the application which is made part of this lease, and in the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this lease and to repossess the premises.

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

31. RIGHT OF INSPECTION: The
have the right at all reasonable times
Lease and any renewal thereof to enter the
purpose of inspecting the premises and all
improvements thereon.

Owner and his agents shall
during the term of this
demised premises for the
building and

32. MORTGAGE: You acknowledge
mortgage on the premises and thereby
lease to the existing mortgage or to any
be executed on the property. Your
hereby constitutes and appoints the Owner
fact to execute any such certificate or
achieve any original financing or refinancing desired by the Owner. If the Owner shall require any estoppel letter or
other document, you agree to execute such document immediately upon receipt of the same.

that we have executed a
agree to subordinate your
new mortgage that should
execution of this lease
as Tenant's attorney-in-
document necessary to

33. ADDITIONAL PAYMENTS: You agree to pay in addition to all monthly rental payments, proportionate increases in municipal personal property and realty property taxes, and increases in utility rates as expressed above: all late charges awarded attorney's fees and court costs for breach of this lease; costs of repairs, replacements and redecorating and/or refurbishing the premises of any ordinary wear and tear and a reasonable cleaning expense, provided you do not leave the premises in a clean and rentable condition at the time you vacate.

34. SEPARABILITY OF CLAUSES: If any clause or paragraph of this agreement shall be determined to be unconstitutional, illegal or void by any Court of competent jurisdiction, the remaining clauses or paragraphs shall continue in full force and effect.

35. TENANT'S STATUTORY OBLIGATIONS: The law specifically requires you, as a tenant, to :
1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; 2) keep that part of the premises that you occupy and use as clean and safe as the condition of the premises permit; 3) dispose from your dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner; 4) keep all plumbing fixtures in the dwelling unit or used by you as clean as their condition permits; 5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances including elevators in the premises; 6) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and 7) conduct yourself and require other persons on the premises with your consent to conduct themselves in a manner that will not disturb your neighbors' peaceful enjoyment of the premises.

36. TAX INCREASE: The increase in real property taxes assessed for the property where the leased premises are located will be paid by the Tenant, pro-rata. Such payments, if any, will be added to the next monthly installment after the Owner has received the tax bill. Tax bills are issued in arrears and any amounts due are calculated on the basis of the calendar year commencing January 1st and all payments must be made prior to the expiration of that term. No increase during lease.

37. BINDING EFFECT: The covenants and conditions herein contained shall apply to bind the heirs, legal representatives, and assigns of the parties hereto and any additional covenants are to be construed as conditions of this lease. Failure of the owner to enforce any provision of this agreement does waive our right to enforce the provision at a later time.

38. REMEDY FOR BREACH: If for any reason you breach this agreement, we shall have right to initiate any action to evict you from the premises and to collect any damages due us for this action, including attorney fees.

39. SNOW REMOVAL: Please be reminded that removal of snow and ice from all walkways and the driveway is your responsibility.

40. PORCHES: In accordance with fire regulations and the requirements of our insurance company, there are to be no more than three (3) people on a porch at any one time. Therefore, there are to be NO parties or gatherings on the porches. In addition, barbecue grills or hibachis etc. are NOT permitted to be used on the porches. If you wish to cook out, please be sure to place the grill in the back yard well away from the side of the building and/or other flammable materials.

41. HEATING OF THE APARTMENT:
extended winter vacation, thermostat must be set no less than 55°F.
IF HEATING WITH OIL, OIL TANK MUST BE COMPLETELY FILLED TO CAPACITY BEFORE LEAVING FOR EXTENDED WINTER VACATION.
Before leaving for extended winter vacation, tenants agree to avoid unnecessary fuel run-outs by arranging for automatic delivery of by checking fuel gage weekly. Tenants agree to pay for any service calls to restart (prime) boiler if oil tank runs dry and will be liable for any damage to the heating system as a result of this action.

42. JOINT AND SEVERAL LIABILITY: When more than one lessee is named herein, their obligations hereunder shall be joint and several and all references herein to lessees shall be to all of them jointly and to each lessee separately. Each lessee is therefore jointly and severally liable for the other lessees.

43. SEVERABILITY: It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement. If a court finds that any provision of this agreement is invalid, but by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforceable.

44. GOVERNING LAW: This agreement shall be governed and interpreted by the laws of the State of Rhode Island

45. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

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

1. _____ (Print Name)	_____ (Signature)	_____ (Date)
2. _____ (Print Name)	_____ (Signature)	_____ (Date)
3. _____ (Print Name)	_____ (Signature)	_____ (Date)
4. _____ (Print Name)	_____ (Signature)	_____ (Date)
<u>GEMMA REALTY LLC</u> (OWNER)	_____ (Authorized Signature)	_____ (Date)

PLEASE LIST **PARENTS** MAILING ADDRESS AND TELEPHONE NUMBER:

1. NAME

ADDRESS _____

HOME TELEPHONE _____

2. NAME _____

ADDRESS _____



HOME TELEPHONE

3. NAME

ADDRESS

HOME TELEPHONE

(_____)

4. NAME

ADDRESS

HOME TELEPHONE

(_____)
