

Eldred Farm, LLC
2022 **Summer Lease Agreement**

Lease Execution Date: 12 / 02 / 2021

Leased Property Address: 61 Eldred Farm Road, Kingston, RI 02881

Tenant's Full Name: First Last

Tenant's Date of Birth: 12/24/1991

Tenant's Permanent Street Address: 1 Main Street

City, State and Zip Code: Anytown USA

Tenant's Phone Number(s): 401 555-1212

Tenant's Email Address: email@emailaddress.com

Tenant's Academic Year: 2022

Guarantor's Full Name: _____

Guarantor's Relationship to Tenant: _____

Guarantor's Permanent Address: _____

City, State and Zip Code: _____

Guarantor's Phone Number(s): _____

Guarantor's Email Address: _____

STAFF USE ONLY: To be signed by Landlord/Owner, Paul Schurman if a guaranty is waived under this Lease:

Paul Schurman, Eldred Farm LLC	Signature: _____
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The following "General Terms" apply to this Lease Agreement:

By initialing this page, I hereby acknowledge and agree to lease premises and remain obligated to the General Terms of this Lease Agreement as indicated below through full payment of rent and fees due AND the last day of tenancy at which time possession is returned to Eldred Farm, LLC:

Beginning Date of Term: 5/29, 2022
(Month/Day)

Ending Date of Term: 8/28, 2022
(Month/Day)

BY SIGNING THIS AGREEMENT, YOU (TENANT), UNDERSTAND AND AGREE THAT YOU MAY NOT MOVE IN UNTIL THE BEGINNING DATE OF THE LEASE TERM WITHOUT THE LANDLORD'S WRITTEN CONSENT. YOU MAY CONTACT LANDLORD PRIOR TO THE BEGINNING OF THE LEASE TERM FOR PERMISSION TO MOVE IN EARLY. YOU ACKNOWLEDGE THAT THIS REQUEST WILL BE REVIEWED AT THE LANDLORD'S DISCRETION AND THAT THE LANDLORD IS NOT OBLIGATED TO GRANT PERMISSION ALLOWING YOU TO MOVE IN BEFORE THE BEGINNING OF THE LEASE TERM.

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The "Total Rent" for one Room in Residence: \$ \$0000

REFUNDABLE SECURITY DEPOSIT DUE UPON SIGNING OF THIS LEASE AGREEMENT: \$500

All Payments are due and payable in the amounts indicated on or before the dates as set forth below. Please Select and Initial the desired Periodic Installment Payment Schedule (Please choose one):

- One Payment of \$ \$000 Due on or before 4/30 of the YEAR of this lease term
- Two Payments of \$ \$000 Due on or before 4/30 of the YEAR of this lease term, and 5/30 of the YEAR of this lease term
- I agree to the periodic payment schedule as indicated above.

At the sole discretion of Landlord/Owner, Paul Schurman, requests for alternative payment arrangements may be permitted with prior notice of such request.

"Total Rent" shall be in addition to other amounts payable by Tenant and/or Guarantor under this Lease Agreement.

THIS LEASE AGREEMENT is made and entered into on the "Lease Execution Date" as set forth above by and between Eldred Farm, LLC ("Landlord"), and the above-named Tenant, and the obligations of Tenant are guaranteed by the above-named Guarantor(s). For and in consideration of the Total Rent to be paid and the Premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Premises.** During the Term, Landlord does hereby lease unto Tenant and Tenant hereby leases from Landlord within a RESIDENCE ("Residence") in a single family dwelling in the community known as ELDRED FARM CAMPUS COTTAGES (the "Community") with such specifications as are set out above in the General Terms. The term "Premises" refers to the residence. The Premises will be a specific Unit within the Community, but the Landlord reserves the right to re-assign Tenant with notice in order to accommodate, to the extent possible, the interests and personal preferences of Tenant, other tenants, and the interests of Landlord. The rights granted to Tenant hereunder include the right to use, as well as a non-exclusive license shared with other tenants of the Community in the Common Areas of the Community as set forth in Section 2 below. With at least five (5) days' notice to Tenant, Landlord may relocate Tenant to another shared residence in the Community, in which event Landlord shall assist Tenant in moving Tenant's personal property. Landlord will attempt to honor Tenant's request for a unit consistent with Tenant's expressed interest and personal preferences, but Landlord reserves the exclusive right in its discretion to make or change all residence and unit assignments. The Term "Property" refers to the Premises, the Community and the real property on which the Community and all associated areas thereof are located.
2. **Common Areas of the Community.** "Common Areas of the Community" shall refer to (i) all driveways, walkways, hallways, landscaped areas, and other common areas of the Property. During the Term (as previously defined), Landlord hereby grants Tenant a non-exclusive license to use the Common Areas of the Community, such usage to be in common with the usage by Landlord, Tenant, and other tenants in the Community and their respective guests and invitees. Landlord may impose such restrictions on the use of the Common Areas by Tenant and Tenant's agents, guests and invitees as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to control entry to or upon the Common Areas of the Community by Tenant, Tenant's agents, guests or invitees, furniture movers, delivery men, solicitors, salesmen, or other third parties, and may revoke or limit the license herein granted to Tenant to use some or all of the Common Areas of the Community upon due cause as determined by Landlord in its sole discretion. Landlord shall have the unrestricted right to increase, reduce, eliminate, relocate or change the site, dimensions, design, or location of the Common Areas of the Community or any other improvement of the Property from time to time in any manner whatsoever as Landlord shall deem appropriate. Tenant may use the Common Areas of the Community in a prudent, non-offensive, and non-dangerous manner and in compliance with the Rules and Regulations imposed by Landlord.
3. **Term.** The term of this Lease Agreement ("Term") is set forth in the General Terms above, unless sooner terminated as hereinafter provided. This Lease Agreement continues regardless of whether Tenant is transferred, ceases to be enrolled, or for any other reason Tenant is unable to continue occupancy of the Premises, and Tenant's (and Guarantor's) obligation to pay Total Rent and perform all other obligations in this Lease Agreement continue until the Term ends and Landlord has been paid all sums due to it.

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The Term shall end at 6:00 p.m. of the last day of the Term; however, provided that Tenant is not then in default and continues to be, in Landlord's sole discretion, a suitable tenant in good standing for the Community, Tenant shall have the right to enter into a new Lease Agreement for the following summer by providing written notice to Landlord in such form as Landlord shall require on or before the Renewal Option Deadline set out in the General Terms above. In the event that Tenant exercises the option to renew, the terms and conditions of the new Lease Agreement will be similar to the terms and conditions of this Lease Agreement, provided that the rentals and other charges payable to Landlord shall be adjusted at the sole discretion of the Landlord. No renewal shall be effective until a new Lease Agreement is executed by Landlord and Tenant. In the event that Landlord in its sole discretion determines Tenant not to be a suitable tenant for a renewal Term, Landlord shall give Tenant notice thereof within thirty (30) days after the Renewal Option Deadline or at any time before the end of Term of this Lease Agreement in which Tenant is in default of this Lease Agreement, and upon such notice, Tenant's right of renewal hereunder shall be rescinded and/or terminated. Tenant understands that a renewal shall not entitle Tenant, or its successors or assigns, the right to have the shared residence or unit refurbished prior to the beginning of the new Lease Agreement Term.

Tenant must promptly vacate the Premises at the end of the Term and remove all of Tenant's personal property therefrom and must not remain in possession after the end of the Term, whether the Term ends due to lapse of time or otherwise. At the expiration or termination of the Term, Landlord shall have the right to take such actions in accordance with Applicable Law (as defined in Section 32 hereof) as Landlord determines to be appropriate to take regain possession of the Premises.

4. **Rental.** Tenant shall pay to Landlord the Total Rent set forth in General Terms above by making the Periodic Installment Payments set out in the General Terms above. The Periodic Installment Payments shall be payable by Tenant to Landlord in advance without demand, abatement, or set-off, **payable to and by mail to Eldred Farm, LLC, P.O. Box 5487, Wakefield RI 02879.** All other sums due from Tenant to Landlord under this Lease Agreement or under any other written agreement between Landlord and Tenant related to Tenant's occupancy at the Community will be considered additional rent hereunder, and any payments made by Tenant to Landlord pursuant to this Lease Agreement, in Landlord's discretion, may be applied to any outstanding or delinquent additional rent or other sums due hereunder or under any other written agreement between Landlord and Tenant before being applied to delinquent Periodic Installment Payments hereunder. Payment of any sums due from Tenant to Landlord under this Lease Agreement, including without limitation, Periodic Installment Payments and additional rent, shall be made by check, cashier's check, money order or other traceable or negotiable instrument. Landlord, from time to time, in Landlord's sole discretion, may accept or require individual or recurring automated payments by credit card, debit card or ACH transfer. Payments by credit or debit will incur an additional 3% service charge per payment. Tenant agrees to furnish to Landlord such information and authorization as requested by Landlord to facilitate such payments and to maintain such available credit or funds as necessary to timely fund such payments. Landlord shall not be obligated to accept cash payments.

Tenant acknowledges that the Total Rent is due even though the Term does not encompass a full 365 days, unless the Term is extended as set forth in Section 3 above. Tenant further acknowledges that the Periodic Installment Payments are intended as installment payments of the Total Rent and are apportioned into installments for the benefit of the Tenant, and, further, that payment of any Periodic Installment Payments does not entitle Tenant to possession of the Premises for any period of time not included in the Term.

If Tenant holds over and fails to move out on or before the date and time required under this Lease Agreement, then, without limiting Landlord's remedies under Applicable Law and this Lease Agreement, Landlord may elect to consider Tenant a "Holdover Tenant" and Tenant agrees, in such instance, that the rent due during the holdover period shall be thirty-five (\$35.00) dollars per day until occupancy is re-delivered to Landlord. Landlord's acceptance of rent or other amounts owed by Tenant during such holdover period shall not constitute a waiver of Landlord's right to terminate Tenant's possession under this Lease Agreement without advance notice. In addition to any rents due during the holdover tenancy, Tenant shall and does hereby indemnify and defend Landlord for any damages or liabilities incurred due to such holdover (including consequential damages for Landlord's inability to lease or deliver the Premises to another tenant), and, at Landlord's option, Landlord may extend the Term for an additional one month by delivering written notice to Tenant while Tenant is still holding over. Holdover rents shall be immediately due on a daily basis in advance to Landlord. Nothing contained herein shall be construed as Landlord's consent to a holdover tenancy.

5. **Late Fees; Returned Checks.** If any Periodic Installment Payment or other amounts due under this Lease Agreement or under any other written agreement between Landlord and Tenant related to Tenant's occupancy at the Community are not paid by the due date, Tenant shall pay a late fee which shall be \$100.00 when payment is received past the due date indicated in the periodic payment schedule above. With each instance, there will be an additional \$25 per day delinquency charge and

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after the 9th day of delinquency, the Landlord reserves the right to pursue collection of monies in compliance with Applicable Law.

There will be a \$35 service charge on all returned checks. Any late fees or service charges to be paid under this section shall be considered additional rent as and immediately become due.

Landlord may pursue any remedies available to it under this Lease Agreement or Applicable Law to recover such charges in the same manner Landlord may exercise its remedies for failure to pay rent. If any check delivered to Landlord by Tenant is returned for insufficient funds, then Landlord may refuse payment by check thereafter and may require Tenant to make payment by cashier's check, wire transfer, or certified funds.

6. **Security Deposit.** Prior to occupying Premises, the Tenant is responsible for remitting \$ 500.00 as a Security Deposit with the Landlord. This Security Deposit is security that the Tenant will comply with all the terms of this Lease Agreement. This Security Deposit may not be used to pay the last month's rent without the Landlord's prior written consent. If the Tenant breaks or otherwise violates this Lease Agreement prior to the end of the Term, the Landlord is entitled to retain all or part of this Security Deposit to cover unpaid rent and or/damage to the property. Upon Tenant's termination or vacation of the Premises, the Landlord will inspect and document the condition of the Tenant's Shared Residence. Within 20 days of the end of this Lease Agreement, if the Tenant has supplied the Landlord with a forwarding address, the Landlord will do one of two things.
1. If the Tenant has complied with all terms of this Lease Agreement and returns the Premises to the Landlord in the same good condition as when Tenant moved into the Shared Residence, including all keys, the Landlord will return the \$ 500.00 Security Deposit.
 - Or
 2. The Landlord will provide the Tenant with a written notice including an itemized list as to why the full Security Deposit amount is not being returned to the tenant and a check for any remaining Security Deposit owed to the Tenant after the allowed deductions have been made.

The Landlord may use as much of the Security Deposit as necessary to pay for damages resulting from the Tenant's move-in, occupancy or move-out and demand that the Tenant replace the amount of the Security Deposit used by the Landlord. If the Landlord sells the property, the Landlord will then be released of all liability to return the Security Deposit. The new property owner will take over full responsibility for holding and returning the Security Deposit as per Rhode Island General Laws § 34-18-19

7. **No Assignment or Sublease.** Tenant shall not sublease the Premises or otherwise assign this Lease Agreement without Landlord's prior written consent in which consent may be withheld or granted in the sole discretion of Landlord. Any such proposed transaction will be subject to the current Lease Agreement Terms.
8. **Inspection.** Within five (5) days of the initial date of occupancy or upon delivery of possession of the Premises to Tenant, Landlord (or a representative of Landlord) and Tenant shall jointly inventory the condition of the Premises and sign a statement (the "Room Condition Report") detailing such condition and any furnishings described in Section 9 below that are not in the shared residence or the dwelling at move-in. Tenant and Landlord then must sign the Room Condition Report, once it is mutually acceptable to the parties, and a copy will be given to Tenant.

Within fourteen (14) days prior to the date of the termination of occupancy, Landlord (or a representative of Landlord) and Tenant may jointly inspect the Premises and complete a Room Condition Report of any damage done to the Premises which is the basis for any liability of Tenant and the estimated dollar value of such damage. Landlord and Tenant must sign the Room Condition Report. If Tenant refuses to sign the Room Condition Report, Tenant must state specifically in writing the items on the Room Condition Report to which Tenant dissents and must sign such indicating a "Statement of Dissent". If Tenant fails to sign the Room Condition Report or include a Statement of Dissent on or before the date of the termination of occupancy, Tenant will be deemed to have approved the Room Condition Report. If Tenant terminates occupancy without notifying Landlord, Landlord may make a final inspection within a reasonable time after discovering the termination of occupancy.

9. **Acceptance of Premises.** Tenant acknowledges that Tenant has inspected the Premises and Tenant agrees that the Premises and any Common Areas used in connection with them are in a safe, fit, and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning, furniture and other appliances furnished with the Premises are in good and proper working order, except as set forth in the Room Condition Report. Tenant also acknowledges that no representation as to the condition or state of repair of the Premises has been made.

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10. **Use and Conduct.** Tenant may use and occupy the Premises for residential purposes only. Tenant must not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the other persons to whom the shared living area has been assigned by Landlord. Tenant or any other person with the knowledge or consent of the Tenant may not conduct any commercial, unlawful or immoral enterprise on Premises or in the Community.

Tenant shall cooperate and shall not allow any disruptive behavior or conduct at the Community or any nuisance at the Community in any manner that disturbs neighbors or other adjacent property owners. Tenant or any other persons with the knowledge or consent of the Tenant may not engage in behavior that is imminently hazardous to the physical safety of other persons on the Premises or in the Community. Tenant may not have any handgun, firearm, or weapon of any type, or any explosive flammable or hazardous substance, or anything else of a dangerous nature within the Community.

Tenant may not allow the misuse of alcoholic beverages in violation of Applicable Law or the Community Rules and Regulations, or the possession, use, sale, or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals at the Property or at the Community by Tenant or Tenant's agents, guests, or invitees. With the exception of any substances as prescribed for Tenant and documented by a medical professional in accordance with Applicable Law. Tenant, and Tenant's agents, guests or invitees may not smoke within the Premises or any indoor portion of the Community.

In the event that, in the reasonable discretion of Landlord, Tenant shall engage in conduct that poses a risk of bodily harm, personal property or disruption to other tenants of the Community, their guests or invitees or to Landlord, its employees, guests or invitees, Landlord may declare Tenant in default hereunder, and Landlord may exercise its rights hereunder (including the right to evict the Tenant) without notice or cure, to the extent permitted by Applicable Law.

Tenant must at all times act in such a manner as not to cause risk of bodily harm to Tenant. In the event that, in the discretion of Landlord, Tenant shall engage in conduct that poses a risk of bodily harm to Tenant, Tenant agrees that Landlord, its agents and employees, may take action as Landlord shall deem to be necessary in its sole discretion to prevent harm to Tenant, including but not limited to contacting the parents or family of Tenant, or other persons, and making such disclosures as Landlord deems necessary or desirable to prevent harm to Tenant; provided nothing herein shall result in a duty on the part of Landlord to contact any person whatsoever or to otherwise prevent Tenant from causing bodily harm to Tenant. All parties hereto acknowledge that Landlord shall not stand in loco parentis with respect to Tenant and Landlord shall have no duties for the care and well-being of Tenant (such as duties to obtain or provide medical treatment or psychological counseling).

11. **Use and Cleanliness.** Tenant must comply with any and all obligations imposed upon Tenant by applicable building and housing codes and all other Applicable Law. Tenant must keep the Premises, including, but not limited to, all plumbing fixtures, facilities, appliances, and outdoor areas used by Tenant, agents, invitees, and guests as well as third parties in connection with the Premises and/or Community in a clean, safe, sanitary, and presentable condition and as required by Applicable Law; Dispose of all rubbish, garbage, and other waste in a clean and safe manner, including Tenant being responsible for re-disposal any garbage that subsequent to initial disposal is removed from garbage receptacle by any natural or unnatural force, and comply with all applicable ordinances concerning garbage collection, waste, and other refuse. Tenant and/or Guarantor agrees to pay for all associated cleaning expenses of Premises beyond that attributed to normal wear and tear, including a \$25 administrative fee for removal of excess garbage from the Premises at the conclusion of the Term.
12. **Furnishings.** Landlord will furnish the shared residence with the following: bed, mattress, dresser, desk, chair, and blinds in each bedroom, and blinds in other areas of Premise at Landlord's discretion. Landlord will also furnish the common areas of the dwelling with the following: a washer and dryer, refrigerator, dishwasher, oven/range, table with four chairs, sofa, side chair, end table, coffee table or ottoman, living room lamps and selected kitchen housewares.
13. **Alterations.** Tenant shall not make any alterations, additions, or improvements in or to the Premises or paint or decorate (including the hanging of plants, pictures, mirrors, etc., from the ceilings or walls) the Premises without Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Tenant's expense and at such times and in such manner as Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by Landlord or Tenant, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
14. **Utility and Maintenance Services.** At Landlord's expense, Landlord shall incur the costs associated with furnishing the Premises occupied by Tenant with water and sewer, electric, gas, basic cable, internet, garbage, and mowing of lawn areas

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and plowing of private roadway and driveways. Tenants of Shared Residence are responsible for snow removal from each Unit stairs and walkways. Climate control settings will be under authority of Landlord and maintained within compliance of applicable Rhode Island laws and regulations. Tenant may request any enhanced cable services, approval of requests is at the sole discretion of the Landlord and at the full expense of the Tenant for these services.

15. **Interruption in Utility Services.** Failure of Appliances. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the interruption of any utility service or the failure of or any defect in any equipment or appliance serving the Premises or the Community. None of the foregoing shall be construed as or constitute an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease Agreement except as provided by Applicable Law.
16. **Maintenance and Repairs.** Landlord will be responsible for all repairs and maintenance to the Premises and Community, with the exception of (i) any repairs necessitated by Tenant's intentional acts, negligence or misuse of the Premises or damage (other than ordinary wear and tear) caused by Tenant or its guests or invitees; (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which will be the responsibility of Tenant and (iii) the replacement from time to time, as needed, of light bulbs in the Premises with compact fluorescent light bulbs, which will be the responsibility of Tenant.

Tenant must promptly notify Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord which are necessary to maintain the Premises in tenantable condition or otherwise to comply with Landlord's obligations under this Lease Agreement. Failure by Tenant to notify Landlord of needed repair and/or maintenance that results in damage that would have been mitigated by prompt notification will be the responsibility of the Tenant. Landlord will, upon actual receipt of such notification, act with reasonable diligence in making such repairs, and this Lease Agreement will continue. Rent will not be abated prior to completion of the repairs. Landlord must be promptly reimbursed by Tenant for all costs and/or require Tenant to pay in advance for repairs or replacements necessitated by the intentional act, negligent act, or misuse of the Premises or Community or any items furnished by Landlord by Tenant or Tenant's agents, guests or invitees, prior to making such repairs and such charges will be deemed additional rent hereunder. Landlord may temporarily interrupt utility services to the Premises to avoid damage to any portion of the Property or to perform maintenance to any portion of the Property. Tenant must keep the Premises and the items furnished by Landlord in good and clean condition.

In the event that Landlord determines, at any time during the Term, that Tenant is responsible for any repairs or damage to Tenant's Share Residence, Premises or the Community (other than ordinary wear and tear), then Landlord may make written demand on Tenant (and, at Landlord's discretion, Guarantor) for payment of the damages, and such payment will be due upon the due date of the next month's Periodic Installment Payment, or if this Lease Agreement has terminated, within thirty (30) days of receipt of Landlord's demand. In the event the Landlord is unable to confirm which tenant (or its guests or invitees) caused the damage, then Landlord may seek reimbursement from all of the tenants occupying the Shared Residence, including but not limited to Tenant, and all such tenants will be jointly and severally liable to Landlord for the cost of the repairs and replacements.

17. **Damage or Destruction of Premises.** Tenant must use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities, fixtures, furniture and appliances, if any, furnished as a part of the Premises. If, in the opinion of Landlord, the Premises or Community should become untenable during the Term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease Agreement, or may move Tenant to similar accommodations within the Community. In the event of such damage or destruction to the Premises is without the fault of Tenant or Tenant's agents, guests, or invitees, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease Agreement or does not furnish Tenant with similar accommodations within the Community except as otherwise provided by Applicable Law. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenant or Tenant's agents, guests, or invitees, the Tenant and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear. The rights of Landlord set forth in this paragraph are subject to any rights of Tenant under Applicable Law.
18. **Right of Entry.** Tenant hereby agrees that Landlord, subject to the requirements of Applicable Law, can enter the Premises (a) by passkey/code or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Tenant; (c) at times scheduled with Tenant to show the Premises to prospective tenants, lenders, or purchasers; (d) if Tenant defaults under this Lease

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Agreement; and (e) if Tenant abandons the Premises. Without limiting any rights of Landlord provided in this Lease Agreement or pursuant to Applicable Law but subject to the requirements of Applicable Law, Tenant hereby agrees that Landlord shall have the right to inspect the Premises as deemed necessary but, no less than once every three (3) months during the Term to ensure Tenant's compliance with the terms of this Lease Agreement .

19. **Rules and Regulations.** Tenant, Tenant's agents, guests and invitees, must comply with and abide by all of Landlord's existing rules and regulations, as amended from time to time, and such future reasonable rules and regulations as Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises, Community and Property used in connection therewith (the "Rules and Regulations"), subject to any advance notice or consent requirements that may be imposed by Applicable Law. The Rules and Regulations shall be deemed to be a part of this Lease Agreement and a violation of any of them shall constitute a default under this Lease Agreement giving to Landlord all the rights and remedies herein provided. Violation of the Rules and Regulations may also subject Tenant to certain fines and other charges, each of which is considered as additional rent due under this Lease Agreement, and shall be due and payable on the 1st day of the next calendar month after the date of assessment. (In the event of any conflict between the provisions of this Lease Agreement and the Rules and Regulations, this Lease Agreement shall govern.) The current Rules and Regulations are attached to this Lease Agreement as an Addendum.
20. **Tenant's Duties upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Tenant and whether for breach or otherwise, Tenant shall: (1) pay all utility bills due for services to the Premises for which Tenant is responsible; (2) vacate the Premises, removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves (including changing out drip pans), and sinks, removing therefrom all rubbish, trash, and refuse; (4) make any repairs required of Tenant pursuant to Section 18 above and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, to the same condition as when the Premises were delivered to Tenant, ordinary wear and tear excepted or conditions caused by failure of the Landlord to comply with its obligations under Applicable Law; (5) fasten and lock all doors and windows; (6) return to Landlord the keys to the Premises; (7) comply with the requirements regarding the Room Condition Report described in Section 9 above; (8) notify Landlord of the address where future notices may be delivered to Tenant; and (9) comply with all other checkout procedures required by Landlord.
21. **Abandonment.** Abandonment of the Premises shall constitute a default under this Lease Agreement. Tenant must not abandon or vacate the Premises during the Term. Landlord, in its sole discretion, shall have the right to determine when the Premises are abandoned. Tenant agrees abandonment of the Premises shall include, but is not limited to, any one of the following: the removal of personal property other than in the usual course of continuing occupancy; early move-out under any circumstance; the failure to pay Periodic Installment Payments or other charges; and failure to respond to any notices, phone calls, or correspondence from Landlord.
- If Tenant abandons the Premises and Landlord does not terminate this Lease Agreement, Landlord shall use reasonable efforts to mitigate Tenant's damages by finding a new tenant not already leasing at the Community (provided, however, that Landlord shall have no obligation to put such a new tenant in the Premises prior to putting said tenant in another vacant room in the Community). In addition, if Tenant finds a suitable new tenant not already leasing at the Community to move into the Premises, Landlord shall apply the rent paid by the new tenant against the rent and other charges otherwise due under this Lease Agreement. In no event will Landlord be obligated to pay Tenant any excess credit amounts.
22. **Disposition of Personal Property.** Upon the surrender or abandonment of the Premises, or on termination of this Lease Agreement by lawful eviction or expiration of the Term, Landlord shall not be liable or responsible for storage or disposition of any personal property remaining on the Premises that belonged to Tenant or Tenant's guests. Any such personal property shall be deemed abandoned and title shall vest in Landlord and Landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with Applicable Law. To the extent allowed by Applicable Law, Landlord shall have a lien for unpaid rent against Tenant's personal property in the Premises and may seize such personal property in accordance with the provisions of Applicable Law. Landlord shall be entitled to recover from Tenant the expenses incurred by Landlord in connection with handling, storing or otherwise disposing of Tenant's personal property.
23. **Default.** Time of rent payment is of the essence. In the event a Periodic Installment Payment or any other amount due from Tenant to Landlord is not received by Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute a default. If any rent or other sums due from Tenant to Landlord is unpaid when due, Landlord may provide Tenant with written notice of non-payment and Landlord's intention to terminate Tenant's rights under this Lease

Agreement. If Tenant fails to pay the rent or other sum(s) within three (3) days of receipt of notice, then Tenant shall be in default and Landlord may exercise its remedies under this Lease Agreement Agreement and under Applicable Law.

In the event Tenant shall fail to perform any other duty or condition of this Lease Agreement within fourteen (14) days after having received written notice from Landlord to do so (specifically excepting (i) when notice is given for non-payment of rent or use by Tenant of controlled substances, which shall require only three (3) days' written notice, then Tenant shall be in default and Landlord may exercise its remedies under this Lease Agreement and under Applicable Law. If Tenant is in default hereunder and Landlord exercises its right of eviction, this Lease Agreement is not terminated and will be terminated only upon the express release of Tenant by Landlord or the re-leasing of the Premises by Landlord. Otherwise, rent will be due for the full Term after eviction or abandonment.

24. **Landlord's Remedies.** If Tenant is in default under the terms of this Lease Agreement, Landlord shall have all remedies available under Applicable Law and in equity, including, without limitation, the right to terminate this Lease Agreement. If Tenant is in default hereunder, Landlord, subject to the requirements of Applicable Law, shall have the right to enter upon the Premises without terminating this Lease Agreement and to rent the Premises. Upon any re-entry pursuant to this section, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises as provided in the section entitled

Notwithstanding that Landlord has re-rented the Premises, Tenant shall be liable for the difference, if any, between the rental provided for herein for the remainder of the Term and rents actually received by Landlord upon re-letting the Premises in accordance with this section, and reasonable attorneys' fees to the extent provided by Applicable Law.

25. **No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Tenant shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert its rights. No surrender of the Premises by Tenant delivering the keys to the Premises shall operate to release Tenant of or from any obligations hereunder unless or until expressly agreed by Landlord in writing.
26. **Notice.** Notice to Tenant for non-payment of rent or other sums due from Tenant to Landlord shall be effective when hand delivered or mailed to Tenant or posted on an exterior door of the dwelling unit. In all other cases where written notice to Tenant is required, even if there is notice by posting, there shall also be a mailing of the notice by first class mail or hand delivery of the notice to Tenant. The date of posting shall be included in any notice posted, mailed, or hand delivered and shall constitute the effective date of notice. A posted notice shall be affixed to a door by taping all sides or placed in a fixture or receptacle designed for notices or mail. Where written notice to Tenant is not required by this Lease Agreement or by Applicable Law, Landlord may contact Tenant via text message or email at the cell phone number or email address provided by Tenant above (or any other cell phone number or email address which Tenant provides to Landlord in writing).

Where written notice to Landlord is required, it shall be mailed or otherwise delivered to the place of business of Landlord set forth on the first page of this Lease Agreement Agreement or at any other place designated by Landlord as the place for receipt of the communication. When written notice is mailed out but returned as undeliverable, or where the last known address is the vacated dwelling unit, Landlord shall serve at least one additional notice if an alternative address has been provided to Landlord by Tenant.

28. **Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease Agreement be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable, or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.
29. **Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions, reservations, encumbrances and rights of way legally affecting the Community.
30. **Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective heirs, legal representatives, successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Landlord and Tenant.

Tenant's Initials: *FL* Guarantor's Initials: _____ 8

31. **Construction of Lease Agreement.** Landlord and Tenant hereby waive the application of any rule of law which otherwise might construe certain terms or provisions of this Lease Agreement Agreement more strictly against the party who prepared it.
32. **Applicable Law.** This Lease Agreement is entered into in the State of Rhode Island, and the rights and obligations of Landlord and Tenant hereunder are subject to all applicable local, state and Federal laws, statutes, regulations and ordinances, as amended and in effect from time to time ("Applicable Law"). If any provision of this Lease Agreement is held to be invalid or unenforceable under Applicable Law, then such provision shall be deemed to be amended so as to be in conformity with Applicable Law, and the validity and enforceability of the remaining provisions of this Lease Agreement shall not be affected thereby. In the event that subsequent to the execution of this Lease Agreement any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease Agreement or of the statutes in effect when this Lease Agreement was executed.
33. **Non-Liability of Landlord.** Landlord, its officers, agents, and employees, shall not be liable in any manner for any loss, injury, or damage to person or property caused by, or arising out of the acts or omissions of, Tenant, Tenant's agents, invitees, and guests, as well as third parties, arising out of the use or occupancy of the Community and/or Premises, including but not limited to, acts of theft, burglary, vandalism, assault, or other criminal activity committed in the Community and/or Premises provided by Landlord for the benefit of Tenant and other tenants at the Property. TENANT AGREES TO AND HEREBY DOES RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, COSTS, LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES TO THE EXTENT PERMITTED BY APPLICABLE LAW FOR INJURY, LOSS, OR DAMAGES TO PERSON OR PROPERTY, REGARDLESS OF CAUSE, ARISING OUT OF OR RESULTING FROM DAMAGE, INJURY, OR LOSS ALLEGED TO HAVE BEEN SUSTAINED BY, OR CAUSED BY, OR TO HAVE ARISEN FROM THE ACTS OR OMISSIONS OF, TENANT, TENANT'S AGENTS, INVITEES, AND GUESTS; WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE GENERALITY OF THE ABOVE. Tenant assumes all risk of use of any Common Areas on the Premises and Property. Notwithstanding the foregoing, Tenant shall not indemnify Landlord for losses caused by or resulting from the sole negligence of Landlord or its agents or employees or for any liability of Landlord arising under Applicable Law.
34. **Attorney's Fees.** To the extent permitted by Applicable Law, Tenant hereby agrees that Tenant will reimburse Landlord or applicable agent for all associated costs, fees and expenses, including attorneys' fees and court costs, arising in connection with any default by Tenant, as well as any action by Landlord for enforcement of this Lease Agreement or eviction of Tenant or to collect on any claims or damages against Tenant.
35. **Rental Application.** In the event Tenant has submitted a Rental Application in connection with this Lease Agreement, Tenant acknowledges that Landlord has relied upon the Application as an inducement for entering into this Lease Agreement and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages, including reasonable attorney's fees as provided herein to the extent permitted by Applicable Law, resulting therefrom.
36. **Tenant's Creditworthiness** Parental or Sponsor Guaranties. Unless Landlord determines Tenant to be independently creditworthy according to the criteria established by Landlord in its discretion, before it accepts this Lease Agreement, Landlord *may* require a guarantee of Tenant's obligations signed by third parties deemed by Landlord to be creditworthy, such as Tenant's parents or other sponsor, in the form of the Guaranty of Lease Agreement attached to this Lease Agreement. Because Tenant is a student, and is thus presumably precluded from taking full-time work, it is presumed that Tenant is not creditworthy and this Lease Agreement shall not be binding on Landlord until signed by suitable guarantors or a guaranty is expressly waived by Landlord in the General Terms herein above. If Tenant delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies.
37. **Subordination to Liens.** This Lease Agreement and Tenant's Lease Agreement hold interest are and will be subject, subordinate and inferior to (i) any lien or encumbrance now or hereafter placed on the Premises and/or Community by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any property owners' association affecting the Premise and or Community.

38. **Disclosure of Manager and Landlord's Agent.** Landlord is the owner of the Property, and Landlord's address is 110 Fresh Meadow Road, Wakefield, RI 02879. Unless and until Tenant is otherwise notified by Landlord, (i) Deb Suggs, with an address of 45 Eldred Farm Rd., Kingston, R.I. 02881 is also authorized to manage the Premises and Community on behalf of Landlord.

39. **Pets.** No pets are allowed on the Premises or Community unless required by law. If Tenant is found to have a pet in the Premises or in Community at any time, without the written consent of Landlord, then Tenant shall be in default and Landlord shall have the right to exercise its remedies under this Lease Agreement and under Applicable Law, including without limitation, the right to terminate this Lease Agreement. By signing your initials in the space provided on this page below, Tenant agrees to this Term.

In the event of Tenant violation, an \$100 administrative charge will be assessed against the Tenant, and Landlord, at its discretion, may declare the Tenant in default. In the event of a subsequent violation, a \$200 administrative charge will be assessed against Tenant per week of violation and the Landlord will declare the Lease Agreement to be in default. Pets or animals must be removed from the premises immediately. Landlord may remove any unauthorized pet or animal if one day's written notice of intent to remove the pet or animal is left in a conspicuous place in the unit. Landlord may turn the pet or animal over to a humane society or local authority without liability to Tenant, or to any guest or invitee of Tenant.

40. **Tenant's Insurance.** Tenant assumes all risk of loss or damage to Tenant's property within the Property which may be caused by water leakage, fire, windstorm, explosion, acts of God or other cause, or by the act or omission of any other tenant at the Property, its guests and invitees. Tenant shall be responsible for insurance of all of Tenant's and Landlord's personal property located or stored upon the Premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Tenant shall be responsible for insurance of all of Landlord's personal property located or stored upon the Premises against the risks of damage, destruction or loss resulting from the actions of Tenant. LANDLORD SUGGESTS THAT TENANT SECURE TENANT'S OWN INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES. Tenant acknowledges that Landlord does not have insurance coverage on the personal possessions of Tenant whether located in the shared residence, unit, or in the Community, and agrees that it will obtain insurance to cover said personal possessions and Landlord's personal property located or stored upon the Premises. Regardless of whether Tenant secures such insurance, Landlord and its agents shall not be liable for any damage to, or destruction or loss of, any of Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss and even if such damage, destruction or loss is caused by Landlord, its employees or agents. Incorporated into this Lease Agreement Agreement and attached hereto is an addendum entitled "Personal Property Liability Lease Agreement Agreement Addendum." TENANT AGREES TO RELEASE, INDEMNIFY AND DEFEND LANDLORD AND LANDLORD'S AGENTS FROM AND AGAINST LIABILITY FOR INJURY TO THE PERSON OF TENANT, TENANT'S AGENTS, GUESTS OR INVITEES, OR TO ANY MEMBERS OF TENANT'S HOUSEHOLD RESULTING FROM ANY CAUSE WHATSOEVER, EXCEPT ONLY SUCH PERSONAL INJURY CAUSED SOLELY BY THE NEGLIGENT OR INTENTIONAL ACTS OF LANDLORD OR ITS AGENTS OR EMPLOYEES.

41. **Construction Delays.** If the Premises are not Ready for Occupancy (as hereafter defined) by the beginning of the Term, Tenant's next Periodic Installment Payment will be reduced by an amount equal to the number of days in which Landlord's delivery of the Premises is delayed, multiplied by the Total Rent, and divided by the number of days in the Term. Rent will not be reduced if Tenant notifies Landlord in writing that Tenant, in lieu of the rent reduction described herein, accepts any offer by Landlord to provide suitable alternative housing on a temporary basis for Tenant at no additional cost to Tenant until such time as construction of the Premises is complete and the Premises are Ready for Occupancy. For purposes of this Section 41, "Ready for Occupancy" shall mean the Premises either (i) have been permitted for occupancy by the applicable governmental authority or (ii) are deemed ready for occupancy by Landlord in its sole discretion.

Tenant's Initials: *FL* Guarantor's Initials: _____ 10

ACKNOWLEDGEMENT

TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE AGREEMENT, ANY RENTAL APPLICATION, AND THE RULES AND REGULATIONS GOVERNING THE COMMUNITY. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE COMMUNITY AND THE SAFETY AND WELL-BEING OF ALL TENANTS OF THE COMMUNITY AND THEIR GUESTS AND INVITEES. TENANT AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES THAT THIS LEASE AGREEMENT IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND THAT TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR ANY RELATED DOCUMENT IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT. NOTE: THE RULES AND REGULATIONS ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE INITIALED BY TENANT AND GUARANTOR AT TIME OF SIGNING.

NOTICE OF INDEMNIFICATION

LANDLORD AND TENANT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE AGREEMENT CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

Tenant's Name: First Last

Tenant's Signature: First Last

Date of Signature: 12 / 02 / 2021

Signature of Landlord: _____

Date of Signature: _____

RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Tenant and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of tenants of the Community, tenants' guests and invitees, and Landlord, for the purpose of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving the property of the Community from abusive treatment.

1. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about the Community. Tenants are requested to notify Landlord of any such activity.
2. Tenant must not hang or erect anything on or about the interior or exterior of the unit, Premise or the Community, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the unit or the Community except as provided in this section without the prior written consent of management. Tenants are encouraged to use good taste when decorating. Tenant must secure posters to walls using push pins or thumb tacks. Tenant must secure framed pictures and heavy wall hangings using proper picture hanging hooks that do not penetrate through the entire drywall boards. Tenant must keep all interior and exterior doors of the unit and the Community free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, Tenant must not place posters or flyers on exterior building walls, windows, or doors.
3. Tenant must use fire warning devices and safety equipment only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, tenants are to vacate the Premises immediately. The Community staff will notify tenants when they are allowed to return to the Premises. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At Lease Agreement commencement Landlord will test the smoke detectors in the Premises for proper operation and working batteries.
4. Tenant must not store or use barbecue grills in or on any building, walkway, stairway or balcony. Landlord may dispose of any grills found at the Premises.
5. Tenant must not use any candles in the Premises.
6. The following items are prohibited in the Premises:
 - a. Decals and stickers (with the exception of security ID stickers).
 - b. Construction barriers, street signs, newspaper machines, etc.

Tenant's Initials: FL Guarantor's Initials: _____ 11

- c. Darts, dart boards, and liquid-filled furniture.
- d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
- e. Firearms, fireworks, and dangerous weapons including, but not limited to, pistols, rifles, BB guns, paint pellet guns, nunchucks, switchblades, explosives, and dangerous chemicals.
- f. Major appliances not provided by management (such as washers, dryers, dishwashers, etc.).
- g. Aerials, masts, and other short wave radio transmitting equipment.
- h. Live-cut Christmas trees.
- i. Marine boats/vehicles, motorcycles, motor scooters, mopeds, or other internal combustion engines
- j. other than in designated parking areas and with permission of Landlord.
- k. Drug paraphernalia including, but not limited to, bongos, hash pipes, blow tubes, and water pipes.

If prohibited items are observed in an unit, the items may be confiscated and such possession by Tenant will constitute a default by the Tenant and entitle Landlord to exercise its rights and remedies hereunder.

- 7. Some small appliances, such as radios, televisions, irons, and microwaves not exceeding 600 watts are permitted. Tenant must not use space heaters and other heating devices in the Premises.
- 8. Tenants will not have an individual mini fridge in bedrooms or any other spaces. Tenant will remit at move-in a \$100 annual fee to maintain an individual refrigerator in any room on Premises. If Landlord or agent discovers an individual mini fridge within the Premises without payment of the annual fee, a \$125 fee will be deducted from the Tenant Security Deposit.
- 9. Mailing addresses are for the exclusive use of tenants and allowing another person to utilize a Community mailing address is not allowed.
- 10. Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family, and Tenant's guests must at all times conduct themselves in an orderly manner, and must not engage in any loud or offensive behavior or otherwise disturb the comfort or quiet enjoyment of the other tenants or Community. At ANY time, assembly of more than twelve (12) people including all legal Tenants of that unit, are in violation of the rules and regulations and the Host Tenant is liable for any damages, cleaning of Property and is subject to immediate termination of this Lease Agreement. Tenants will be held responsible for the conduct of their visitors and guests. The privacy and right to normal use of the Premises by Tenant roommate(s) must be respected by Tenant when entertaining visitors and guests. Non-adherence to this policy may result in immediate eviction without refund. Additionally, in the event that the Police are contacted due to violation of this policy a \$500 fine per Tenant of Unit, will be due within 72 hours to Eldred Farm and the incident will be forwarded to the URI Dean of Students Office for evaluation for any possible violation of the URI Student Handbook. Any tenant that is in the Unit during such events, even if not the "host" and fails to inform Eldred Farm, LLC of the violation, will be considered a responsible party and required to pay any fine due. After two fines, eviction is mandatory. he incident will be forwarded to the URI Dean of Students Office for evaluation for any possible violation of the URI Student Handbook.and required to pay any fine due.
- 11. It is understood that Tenant may have visitors or guests from time to time, but Tenant expressly understands that occupancy of the Premises is limited to Tenant and that guests must adhere to the rules and regulations. Any person occupying or otherwise staying in Tenant's residence as a guest for more than three (3) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed four (4) days. Tenant may not request permission for a guest to stay in Tenant's room beyond two (2) consecutive days any more than four (4) times during the Lease Agreement Term. Tenant's failure to observe the above requirements will constitute a default by the Tenant and entitle the Landlord to exercise its rights and remedies hereunder.
(Tenant
- 12. Tenant must turn down the volume of all radios, televisions, stereo equipment, and any other appliances or items which generate noise or sound, to a level that does not annoy or interfere with the quiet enjoyment of the other tenants.
- 13. Tenant must not play any percussive or electronically amplified musical instruments in the Premises or at the Community unless a part of scheduled student. Tenant may play non-electronically amplified acoustic instruments in the Premises or at the Community at a level that does not annoy or interfere with the quiet enjoyment of the other tenants or the Community.
- 14. Tenant must not use incense or other odor producing items in or about the Premises. It is understood by Tenant that offensive noises and odors are expressly prohibited.

15. Tenant must not obstruct driveways, sidewalks, courts, halls, entry passages, stairs, or other public areas at any time. Tenant must park and store bicycles only in the areas provided for bicycle parking. Tenant must not chain bicycles to any exterior railings, trees, light poles, or any other structure. Landlord may remove bicycles from such areas, and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord will not be liable for damage or loss of any bicycles.
16. Tenant must not construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord.
17. Tenant must obtain the prior written consent of the Community management or staff before planning any party. Registered parties must be in compliance with #10 above. The Tenant that registers the party assumes all responsibilities and liabilities as the Host Tenant. Host Tenant will be the main contact by the Landlord or Agent during the event. If unable to contact the Host Tenant, Landlord or Agent has the right to enter premises without notice and/or contact local law enforcement. In the event a party is not registered, regardless of size, local law enforcement may be contacted.
18. The decision to drink alcohol, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Under no circumstances shall the consumption and/or supply of alcohol by/to any persons under the legal drinking age or any open containers of alcohol be permitted in the Community.
19. Tenant must not obstruct windows or doors. Tenant must not place foil or other similar materials over windows. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Tenant removes or damages the window screen, a charge of \$25.00 will be imposed for each offense, in addition to any cost incurred by Landlord in repairing or replacing the window screen, and Tenant must make such payment within ten (10) days from date Tenant receives notice of the charge.
20. Tenant must place all trash and refuse in parking lot dumpsters provided by Landlord and must not leave any trash or refuse in the Premises or in any of the common areas, hallways, or similar places in the Community. Tenants must deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by Tenant for any refuse which is left outside Tenant's unit, placed in litter receptacles, or left elsewhere on the property.
21. Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. The permit is for Tenant to use a parking space at the Community, and may not be used by any person other than Tenant. Tenant must park in accordance with any Community parking rules established by Landlord from time to time and communicated to Tenant. Failure to comply with such parking rules will result in the vehicle being ticketed or towed at the vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Tenant must not perform repairs or maintenance (including changing of oil or changing tires) on vehicles at the Community. Vehicles deemed inoperable or in disrepair by management may be removed at Tenant's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle. Landlord will not be responsible for injury or damage to Tenant's person or property as a result of use of motor vehicles by persons other than Landlord or its employees.
22. Speed limit for motor vehicles is not to exceed 5 MPH. Pedestrians have the right of way within the Community.
23. Tenant must not remove any furniture belonging to Landlord from public areas or units. Removal of such furniture will be considered disorderly conduct or theft, and the person or persons responsible may be subject to charges for replacement, fines or other disciplinary actions.
24. Tenant must not alter, change or add locks to the Premises under any circumstances. Keys and Electronic Access Locks are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Tenant must not duplicate keys. Tenant must reimburse Landlord for Landlord's costs for replacing any damaged key or Electronic Access Locks, or, in Landlord's sole discretion, for re-keying the entire unit due to a lost key or compromised Electronic Lock PIN. Landlord may, from time to time and without prior notice, change locks on a unit for security purposes. Tenants will be instructed to exchange keys at the leasing office. In the event of any missing unit keys, the responsible Tenant must pay for the lock change of the entire unit.

25. Tenant must not participate in recreational or sporting games in any form in the building's or parking lots.
26. No storage for unwanted furniture is available. Tenants will be responsible for returning furniture belonging to the Landlord to its original position prior to checkout. Tenant must not remove from the Premises or the Community at any time furniture belonging to the Landlord.
27. The Community is a smoke free facility. Smoking is not allowed in any areas, including the shared residence and unit, unless otherwise designated by Landlord.
28. Babysitting is not allowed in the Community with the exception of related children of tenants in the Community. Tenant must not conduct any commercial or business activity within the unit units.
29. Hazing by any club, group, organization or individual is strictly forbidden. Tenant must not engage in any hazing activities. Hazing includes any act (i) that subjects a person to bodily damage or physical harm or the likelihood of bodily damage or physical harm, or (ii) that requires, encourages, authorizes or permits a person to be subjected to any activity that is degrading, or (iii) that constitutes hazing under Applicable Law.
30. Tenant must not maintain any video antennae or satellite dish in any Common Area of the Community, including but not limited to the roof or exterior walls of any unit.
31. Laundry facilities are for tenants' use only.
32. Tenant must not throw, drop, or suspend any object from windows and balconies in the Community. Tenants who throw, drop, or suspend any objects, including but not limited to Frisbees, balls, paper gliders, etc., may be subject to eviction.

EXCEPT AS TO ADMINISTRATIVE CHARGES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE AN ADMINISTRATIVE CHARGE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE AGREEMENT OR AVAILABLE UNDER APPLICABLE LAW. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL. WITHOUT LIMITING THE FOREGOING, LANDLORD MAY, IN ITS SOLE DISCRETION, LIMIT OR REVOKE THE PRIVILEGES OF ANY TENANT TO MAKE USE OF ANY COMMON AREAS UPON TENANT'S VIOLATION OF ANY OF THESE RULES AND REGULATIONS.

TENANT ACKNOWLEDGES THAT TENANT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT AND TENANT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE AGREEMENT.

TENANT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO THE COMMUNITY AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE SO LONG AS LANDLORD COMPLIES WITH ANY NOTICE OR CONSENT REQUIREMENT THAT MAY BE IMPOSED BY APPLICABLE LAW.

TENANT FURTHER ACKNOWLEDGES THAT THE RULES AND REGULATIONS ARE ESTABLISHED BY LANDLORD FOR THE GOVERNANCE OF TENANTS AND THEIR GUESTS WITH THE INTENT TO PRESERVE THE RIGHTS AND PRIVILEGES OFFERED BY THE COMMUNITY TO ITS TENANTS. ALTHOUGH LANDLORD RESERVES THE RIGHT TO ENFORCE ANY OF THE RULES AND REGULATIONS, LANDLORD WILL HAVE NO RESPONSIBILITY TO TENANT TO ENFORCE THE RULES AND REGULATIONS AS TO ANY TENANT, GUEST OR THIRD PARTY WHATSOEVER, AND TENANT HEREBY RELEASES LANDLORD OF AND FROM ANY LIABILITY FOR ANY ACT OR OMISSION BY LANDLORD IN ENFORCING OR FAILING TO ENFORCE ANY OF THESE RULES AND REGULATIONS.

**Personal Property Liability
Lease Addendum**

This Personal Property Lease Addendum (this "Addendum") is an addendum to your Lease Agreement. It is intended to be a part of the Lease Agreement between the Tenant and Landlord.

Landlord: Eldred Farm, LLC

Tenant's Name: First Last

Signature: First Last

Date of Signature: 12 / 02 / 2021

Property Address: (See Page 1 of this agreement, line two noting "Leased Property Address")

As provided in the Lease Agreement, Tenant is required to maintain personal property liability insurance during the full force and effect of the Term of the Lease Agreement and any subsequent renewal periods. It is required that the insurance is for damages to the Premises of Tenant and property owned by Landlord, with provisions covering, at a minimum, perils of fire, explosion, sewer backup, smoke and accidental water discharge, among other things.

Tenant agrees, at Tenant expense, to either:

- a. Purchase and insurance policy from an insurance agency of their choice in accordance with the terms and conditions of this Addendum
- b. Elect to contact Gates Insurance Agency to pursue an established or similar Renter's Insurance Policy

Tenant shall request request that the Landlord be:

- a. Named as an "additional insured" on Tenant's policy; and
- b. Noted that Landlord be informed if the Tenant's policy is cancelled or terminated

In the event Tenant elects to obtain an established basic Renter's Insurance Policy, with Gates Insurance Agency, that will cover as required above, damage, theft, liability, etc. for Tenant (i.e. lightning strikes house and damages computer, a guest trips and falls, etc.), please contact:

Gates Insurance Agency
Attn: Aaron Gates
238 Robinson Street
Wakefield, RI 02879
(401) 789-3071

Limits of Liability: Personal Property: \$10,000; Loss of Use: \$3,000; Personal Liability: \$500,000; Medical Payments: \$5,000. Policy includes Personal Property Replacement at Cost with a Deductible of \$500.

Tenant agrees that failure to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available under the Lease Agreement.

Acknowledgement:

- I understand the Landlord is not a licensed insurance agent and is neither making an offer of insurance or selling insurance.

Please choose one:

- I will purchase my own insurance policy, assuming full responsibility for payment of premiums accordingly to maintain coverage, in accordance with the terms and conditions of this Addendum and provide a copy of the policy to Landlord
- Coverage in accordance with the terms and conditions of this Addendum are provided by my or my Guarantor's Homeowners Insurance Policy, and will provide a copy of the policy to the Landlord.
- Coverage in accordance with the terms and conditions of this Addendum is being provided by another Tenant of the Premises, and I seek exemption of this requirement. (Tenant Name of Policy Holder: _____)

Tenant's Initials: FL Guarantor's Initials: _____ 15

TITLE	Summer Lease - Eldred Farm (No Guarantor Required)
FILE NAME	No Guarantor Student summer leases .pdf
DOCUMENT ID	3a689adf6d8a2cec7480a73f796946830ecdfba3
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Out For Signature

Document History



SENT

11 / 29 / 2021

18:28:25 UTC

Sent for signature to Jan west (jan@finewebworking.com) and Paul A Schurman (paul.schurman1@gmail.com) from eldredfarmcottages@gmail.com
IP: 70.109.222.218



VIEWED

12 / 02 / 2021

19:13:21 UTC

Viewed by Jan west (jan@finewebworking.com)
IP: 70.109.221.5



SIGNED

12 / 02 / 2021

19:16:27 UTC

Signed by Jan west (jan@finewebworking.com)
IP: 70.109.221.5



INCOMPLETE

12 / 02 / 2021

19:16:27 UTC

This document has not been fully executed by all signers.