

**Stonehenge Partners LLC**

**APARTMENT LEASE**

For the apartment located at:

\_\_\_\_\_

Dear: \_\_\_\_\_

Your application has been approved and we are pleased to welcome you to the above-referenced property.

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 tranquility. Your new home is rented under the following conditions:

This lease made this \_\_\_\_ Day of \_\_\_\_\_ by and between

Stonehenge Partners L.L.C. (hereinafter called "Owner") and \_\_\_\_\_ hereinafter called "Tenant").

The person(s) who will occupy the premises are: \_\_\_\_\_

Owner of Premises: Shore Properties L.L.C.  
PO Box 2332  
Providence, RI 02906

Please mail all inquiries and rent payments to the above address.

For general inquiries and maintenance requests:

Main Office 555-555-5555  
Frank Lewis (Maintenance) 555-555-5555  
Christopher Jaswell (Property Manager) 555-555-5555  
-or- you may send contact by email to [shorepropertiesri.com](mailto:shorepropertiesri.com)

Apartment number \_\_\_\_ possession of premises taken on \_\_\_\_\_.

Term of lease begins on \_\_\_\_\_ Term expires on \_\_\_\_\_ (move out by 11 am).

Amount of rent due for full term: \$\_\_\_\_\_

Rent is to be paid, in advance, on the first of each month in full, in equally divided installments of \$\_\_\_\_\_.

Tenant shall pay by check or money order each and every installment at/to Owner, as noted above or to any other entity designated in writing to Tenant by Owner. All necessary payments shall be made prior to Tenant's possession of the premises.

Security deposit \$\_\_\_\_\_ Due: \_\_\_\_\_  
First month's rent or, pro-rated  
First month's rent \$\_\_\_\_\_ Due: \_\_\_\_\_ non-refundable  
Total due before possession taken \$\_\_\_\_\_

**1. PARKING.** This lease includes parking space(s) for \_\_\_\_ passenger automobiles. At any time, Owner may remove inoperative vehicles, unregistered vehicles, vehicles without current year license plate stickers, or vehicles not parked in designated parking spaces, at Tenant's expense. Tenant will cooperate with Owner to permit snow removal. No trucks, boats, trailers, or motorcycles may be parked on the premises without prior written permission of Owner. **Owner reserves the right to limit the size of vehicles parked in the lot.** Tenant parks at their own risk and must maintain collision, liability, fire, and theft insurance.

**2. UTILITIES.** The monthly rental shall include the costs of the following checked utilities; tenant is responsible for all others:

- \_\_\_\_\_ Cold Water
- \_\_\_\_\_ Hot Water
- \_\_\_\_\_ Heat
- \_\_\_\_\_ Electric Current
- \_\_\_\_\_ Gas
- \_\_\_\_\_ Telecom

For all tenant-paid utilities, the Tenant must call the appropriate utility company and set up service in their own name before taking occupancy. **Failure of Tenant to set up utility accounts in their name before the start date of the lease may result in utility services being disconnected, or a fifty dollar (\$50) service and bookkeeping fee per bill if Owner receives any statements for the utilities not included with the rent.** Before disconnecting service to any of these utilities, Tenant must let Owner know of their intention to do so, with the exact date of termination. Owner shall not be liable for failure to furnish any of the above utility services. Any increase in the cost rate of any utility (as defined herein) over the cost rate to effect on the initial date of this lease, shall be born by Tenant, pro-rata. Such payments, if any, will be added to the rent. "Utility" as used in this paragraph shall mean water, gas, heating oil, electricity, telephone, and information transfer services. **Tenant must maintain a minimum of sixty (60) degrees Fahrenheit in all rooms at all times,** to prevent freezing of or damage to pipes or other apparatus therein.

**3. SECURITY DEPOSIT.** Upon termination of the tenancy, Tenant shall be given the full security deposit minus any amount of physical damages to the premises, other than ordinary wear and tear, and any unpaid additional fees as described in sections 33 and 37 of this Lease. It is expected that Tenant will sweep clean the apartment, thoroughly clean out the refrigerator, oven, sink, and dishwasher, and scrub all bathroom fixtures clean. If this is not done to the inspector's satisfaction, the Owner will provide a mandatory cleaning service at a rate of \$45 per hour per worker plus the cost of supplies. Owner will itemize any such deductions in a written notice. This notice, along with the amount of security deposit due, will be delivered to Tenant within twenty (20) days after Tenant has vacated the premises, returned the keys to Owner, and provided Owner with Tenant's forwarding address. **Tenant shall not use the security deposit towards their rent. If Tenant attempts to use the security deposit towards their rent, Tenant will be responsible for paying all attorney fees and court costs for the collection of unpaid rent and damage charges. In the event that damages to the apartment exceed the security deposit, Tenants will receive a bill for the additional expenses to be paid within ten (10) days. Any legal fees associated with the collection of additional damage fees will be charged to Tenant.**

**4. DAMAGES TO PREMISES.** Tenant agrees to pay Owner for repair of the premises when Tenants, Tenant's family, servants, guests, or residents subletting from Tenants cause damages. **OWNER SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF TENANT'S PERSONAL PROPERTY STORED IN OR ABOUT THE PREMISES. FOR THIS REASON, OWNER ENCOURAGES TENANT TO PROTECT TENANT'S PERSONAL PROPERTY WITH TENANT'S OWN INSURANCE.**

**5. USE AND OCCUPANCY.** Tenant shall personally use and occupy the premises solely as a private residential dwelling. Tenant agrees that the number of occupants is not to exceed the number shown on the application and/or lease. Any change of or addition to the occupants stated on the lease must be reported beforehand to the Owner and may result in a rent increase or termination of the tenancy. In the event that any person using the premises occupied by Tenant or visiting the premises shall suffer any fall or other injury, such person shall report to the Owner/Manager the date, time, and place and conditions of such occurrence and the names of all persons who have

witnessed the same. Such report shall be given no later than the next business day after the same shall have occurred.

**6. PLUMBING.** The water closet and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, or any other improper articles be thrown into them. Tenant shall pay any damage to the building caused by the misuse of such equipment. **Do not dispose any items that may clog the toilet. These include, but are not limited to sanitary napkins, large quantities of rolled toilet paper, and paper towels. You must report any clogs immediately, and will be charged for clogs due to abuse or negligence.**

**7. DISTURBING NOISES.** Tenant and any person on the premises with Tenant's consent agree not to disturb neighbors' peaceful enjoyment of the premises. Tenant agrees not to make or permit to be made any disturbing noises. Tenant shall keep the volume of any radio, stereo, television or musical instrument in Tenant's apartment sufficiently reduced at all times, so as not to disturb other tenants in the building. Tenant shall not conduct or permit to be conducted vocal or instrumental practice or instruction in the premises.

**8. TENANT'S STATUTORY OBLIGATIONS.** The law specifically requires 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 Tenant occupies and uses as clean and safe as the condition of the premises permit; (3) dispose from Tenant's 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 Tenants 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; (7) conduct oneself and require all other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of the premises, and **Tenant must immediately report to Owner the presence of chipped paint on wood moldings.**

**9. SUBLETTING/ASSIGNMENT/ASSIGN.** Tenant may sublet the premises provided Tenant obtains Owner's prior written consent. As a condition of such subletting, such other persons shall be bound by the terms of this lease and shall acknowledge such fact by executing a copy of this lease with Owner. Despite any sublet, Tenant agrees to be bound by this Lease until the term expires and Tenant's security deposit shall not be released until the expiration of the term of said lease. Tenant may not assign this lease.

**10. PETS.** No animals, birds, or pets of any kind shall be permitted in the premises without Owner's prior written consent. The granting of consent to others shall in no way be deemed the granting of consent to Tenant, nor obligate Owner to grant consent to Tenant.

**11. ALTERATIONS.** Tenant shall not remodel, paint, or make any structural changes to the premises nor shall Tenant attach or remove any fixtures without Owner's prior written permission.

**12. ACCESS.** To provide both routine and emergency maintenance service, Owner retains a key to Tenant's apartment. Except in cases of emergency or unless it is impractical to do so, Owner will give Tenant at least two (2) days or forty-eight (48) hours notice of Owner's intent to enter and will enter only at reasonable times. If Owner enters the apartment in Tenant's absence, Owner shall leave a note explaining the purpose of Owner's entrance to the apartment and the name of Owner's representative. Owner reserves the right during the term of tenant's tenancy to show tenant's apartment to prospective tenants. **Tenant agrees to notify Owner or Owner's agent immediately when maintenance is required.**

**13. ABANDONMENT.** Abandonment is defined as a Tenant vacating the premises mentioned in this lease without notice to the Owner or his agent, removing substantially all possessions from the premises and not paying rent for more than fifteen (15) days past the first of the month. If during the term of Tenant's lease the Tenant abandons the apartment, Owner or his agent will send a letter to Tenant stating that unless a reply is received from Tenant within seven (7) days, Owner or his agent shall re-rent the premises. In the event that Tenant shall be absent from Tenant's apartment for a period of more than ten (10) consecutive days, written notice of such absence must be given to Owner or his agent no later than the first day of the extended absence prior to departure.

**14. RULES AND REGULATIONS.** Except for the event of an emergency, access to roofs and fire escapes is prohibited. Waterbeds may not be used in the premises without prior written consent of the Owner. Consent may be granted only if Tenant gives Owner proof of insurance coverage for possible resulting damages due to the use of waterbeds. Proof of said insurance, nor any other factor, shall obligate Owner to permit Tenant to have a waterbed on the premises. From time to time, it may be necessary for Owner to change and/or adopt new rules. Written notice of said changes and/or adoptions will be sent to Tenant. Rules and regulations shall be provided to Tenant prior to signing lease.

**15. STORAGE.** Tenant may use storage space provided outside Tenant's apartment, when available, without additional charge, but at Tenant's own risk. Only storage space so designated by the Owner or his agent may be so used. **No items may be stored in boiler rooms.**

**16. ELECTRIC LIGHT BULBS.** Owner shall supply the premises with electric light bulbs and fuses at the time Tenant takes residence in the premises mentioned in this lease. Tenant agrees to furnish replacements and install replacements thereafter. Should battery activated smoke and or carbon monoxide detectors be supplied, Tenant agrees to maintain and replace batteries immediately.

**17. RUBBISH.** Owner may provide suitable waste containers for Tenant's use according to the custom for apartment communities in the area and when so provided, Owner shall empty them with reasonable regularity. Tenant agrees to place no rubbish on patios, in halls, or in other common areas. All rubbish shall be placed into plastic bags prior to deposit of rubbish into container. If private trash pickup is not provided to Tenant, the Tenant shall bring their trash container to the curb no earlier than twenty-four (24) hours prior to the normal trash pickup time, and retrieve their trash container no later than dusk after trash has been collected. Tenant shall comply with all recycling laws. Tenants must replace lost trash containers at Tenant's expense.

**18. LAUNDRY.** Owner may provide laundry washing and drying equipment in the community, which may be operated at Tenant's own expense and risk. Tenant agrees not to hand or place laundry on the exterior of any building or lawn unless a specified area is so designated. Tenant agrees not to install a washer or dryer in Tenant's living unit without first receiving Owner's written consent.

**19. LOCKS AND KEYS.** Owner shall provide a lock for tenant's exterior doors. So as not to restrict Owner's ability to provide Tenant with maintenance and emergency service, Tenant agrees that not additional locks shall be placed upon any doors of the premises nor shall locks be changed without Owner's prior written permission. Upon termination of this lease, Tenant shall return all keys to the premises. A reasonable charge will be made for lockouts as mention in section 33 of this lease.

**20. HALLS.** No receptacles, bicycles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas. Items may be removed and disposed of by Owner at Tenant's expense.

**21. RECREATIONAL FACILITIES.** All persons using the recreational facilities do so at their own risk. Owner may publish operating hours. However, Owner shall not be liable for failure to operate recreational facilities and reserves the right to close such facilities at any time. Any closure of said facilities shall not entitle tenant to a reduction in rent.

**22. EXTERMINATION.** The presence of pests or vermin should be brought to the immediate attention of Owner. If extermination is required as a result of tenant's own negligence or abuse, tenant will be responsible for all charges. The premise is rented unfurnished; therefore landlord is not responsible for charges associated with bedbug remediation.

**23. MOVING.** So as not to disturb neighbors, the moving of furniture is permitted to and from the premises only between the hours of 8:00 a.m. and 6:00 p.m. Any packing cases, barrels, or boxes used in moving must be removed by Tenant or by the moving company. You authorize that Owner may keep moving companies off the premises if Tenant's rent is not paid in accordance with the terms of this lease.

**24. FIRE HAZARDS.** Tenant shall not permit any hazardous act which might cause fire or which will increase the rate of insurance on the premises. **Tenant may not store fuels or fuel-powered engines anywhere inside the building. Tenant may not use halogen lamps, excessive and/or unmonitored candles lanterns or torches, open-flame cooking appliances. Tenant must receive written permission from Owner to use space heaters or electric blankets and Owner reserves the right to deny Tenant's request to use such apparatuses.** If the premises become totally uninhabitable by reason of fire not caused by Tenant's negligence, Tenant's agents, or servants, the rental herein shall be suspended until the same has been restored to a habitable condition. Owner is not obligated to rebuild or restore the premises nor pay for relocation costs or temporary housing. Tenant is responsible for any costs incurred by Tenant's negligence or the negligence of any person on the premises with Tenant's permission or implied consent.

**25. REMOVAL FOR BREACH OF LEASE.** If Owner, at any time, finds Tenant's conduct or the conduct of such persons on the premises with Tenant's consent in noncompliance with this lease, Owner will send Tenant a written notice that such conduct is considered a breach of the lease and that if Tenant does not remedy the breach within twenty (20) days of the mailing of the notice, this lease will terminate and Owner will commence an eviction proceeding against Tenant. A second notice of noncompliance sent to Tenant within six (6) months of the first notice will result in termination of this lease. **Any and all legal and attorney fees associated with Owner's eviction of Tenant must be paid in full by Tenant to Owner within ten (10) days of Tenant's eviction.**

**26. DELINQUENT RENT PAYMENTS.** If Owner fails to receive Tenant's monthly rent installment within five (5) days of the due date, Tenant shall be charged a late payment charge of fifty dollars (\$50) and if applicable, a thirty-five dollar (\$35) bounced check 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, Owner will send Tenant a written notice specifying the amount of rent in arrears, making demand for same and notifying Tenant that unless Tenant pays the amount in arrears within five (5) days of mailing the notice, this lease will terminate and eviction proceedings will commence. In the event of eviction for delinquent rent payment, Tenant will assume all fees as described in section 25 of this lease.

**27. NOTICE AND EXTENSION OF LEASE.** Tenant shall be obligated to give Owner at least ninety (90) days prior to the end of the rental term, a written notice as to whether or not the tenant wishes to extend or terminate the term of this lease. This notice must be sent to the office where rent is paid. This provision does not give Tenant any right to hold over at the expiration of the term of this lease. If Tenant remains in possession without Owner's consent, Owner may commence an eviction action. If no such notice is received, Tenant becomes a Tenant from month-to-month in the event Owner shall permit Tenant to remain in the premises beyond the end of the term. All the terms and conditions of this lease shall remain in full force during any month-to-month tenancy hereunder. Owner may terminate a month-to-month tenancy by written notice to the other with a termination date no earlier than the last day of the following month. Tenant shall terminate a month-to-month tenancy by written notice to the Owner with a termination date of not less than ninety (90) days upon receiving written termination notice from Tenant.

**28. REPRESENTATIONS AND APPLICATIONS.** Owner enters into this lease with Tenant on the basis of the representations contained in the application, which is made a part of this lease. In the event that any of the representations contained in the application shall be found to be misleading, incorrect, or untrue, Owner shall have the right to cancel this lease and to repossess the premises.

**29. CANCELLATION/EMINENT DOMAIN.** In case of sale or condemnation by eminent domain of the leased premises, this lease will automatically become null and void. Any and all damages awarded for such taking for public purpose shall belong to and be the property of Owner.

**30. JOINT AND SEVERAL LIABILITY.** Tenants hereby agree that they shall be jointly and severally liable for all of the rent due herein.

**31. REMOVAL OF PERSONAL PROPERTY.** If, after violation of any provisions of this lease or upon the expiration of this lease, Tenant moves out and fails to remove any of Tenant's personal property or that personal property of anyone else being kept in the apartment, by Tenant's own violation, then the personal property of anyone else being kept in the apartment, by Tenant's own violation, then the personal property shall be deemed

abandoned and Owner shall have the right to remove said property and bill Tenant for removal expense, at a rate of forty-five dollars (\$45) per hour, per worker, plus disposal fees.

**32. MORTGAGE.** Tenant acknowledges that Owner has executed or may execute a mortgage on the premises and thereby agrees to subordinate this lease to the existing mortgage or to any new mortgage that should be executed on the property. Tenant's execution of this lease hereby constitutes and appoints the Owner as Tenant's attorney in fact to execute any such certificate or document necessary to achieve any original financing or refinancing desired by Owner. If Owner shall require any estoppel letter or other document, Tenants agrees to execute such document immediately upon receipt of same.

**33. ADDITIONAL PAYMENT.** Tenant agrees to pay, in addition to all monthly rental payments, a lockout fee of forty-five dollars (\$45) per occurrence Monday-Friday from 8 a.m. to 5 p.m. -or- seventy-five dollars (\$75) per occurrence for nights and weekend lockouts, all late charges, attorney's fees and court costs for breach of this lease, agent and advertising fees for early termination of this lease, cost of repairs, replacement and redecorating and/or refurbishing the premises of any fixtures, systems, or appliances caused by other than ordinary wear and tear; and a reasonable cleaning expense, provided by Tenant does not leave the premises in a clean and rentable condition at the time Tenant vacates premises. The rate for maintenance and/or repairs is forty-five dollars (\$45) per laborer per hour.

**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 of paragraphs shall continue in full force and effect.

**35. TENANT'S ADDRESS.** Tenant hereby agrees that address for the rented apartment shall be used for all necessary notices to be mailed from Owner to Tenant, unless Tenant notifies Owner in writing of an alternate address to be used.

**36. ADDITIONAL RULES.** Heat must be kept to at least sixty (60) degrees Fahrenheit. Tenant may not use security deposit as last month's rent. Except in the event of an emergency, roof and fire escape access is prohibited. Satellite dishes are not permitted.

**37. EARLY TERMINATION FEES.** If Tenant vacates before the end of their lease they will be responsible for an agent's fee (equivalent to one month rent), advertising fees, any lost rent due to the apartment remaining vacant, and a termination fee of one month rent. If the apartment is rented for a lower rate, Tenant must pay the difference for the number of month's through which their lease remains active. Tenant shall provide ninety (90) days written notice to the address on page one of this lease before vacating the premises.

**38. STEAM CLEANING OF RUGS.** Tennant shall be automatically responsible for charges incurred for professionally steam cleaning floor rugs if Tenant vacates the property within two (2) years from the start date of this lease.

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 terms and regulations contained herein.

