

Rhode Island Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Rhode Island Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per R.I. Gen. Laws § 34-18-41, acceptance of rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms of this Agreement constitutes a waiver of Landlord's right to terminate this Agreement for that breach, unless Landlord gives written notice within ten days. However, acceptance of partial payment of rent shall not constitute a waiver of the balance due. Acceptance does not waive the Landlord's right to seek remedies for the default.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of

the month, Tenant shall pay to Landlord the prorated monthly rent of [\\${ProratedRent}](#).

8. SECURITY DEPOSIT.

A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. **Per R.I. Gen. Laws § 34-18-19(a), the security deposit may not exceed one month's rent.**

B. **Allowable Charges; Return Of Security Deposit.** Per R.I. Gen. Laws § 34-18-19(b), upon termination of the tenancy, the amount of security deposit due to Tenant shall be the entire amount given by Tenant as a security deposit, minus any amount of unpaid accrued rent, the amount due, if any, for reasonable cleaning expenses, the amount due, if any, for reasonable trash disposal expenses, and the amount of physical damages to the Premises, other than ordinary wear and tear, which Landlord has suffered by reason of Tenant's noncompliance with R.I. Gen. Laws § 34-18-24, all as itemized by Landlord in a written notice delivered to Tenant. Landlord shall deliver the notice, together with the amount of the security deposit due to Tenant, within **20 days** after the latest of termination of the tenancy, delivery of possession, or Tenant's providing Landlord with a forwarding address for the purpose of receiving the security deposit.

C. **Forfeit; Damages.** Per R.I. Gen. Laws § 34-18-19(c), if Landlord fails to comply with subsection (B), Tenant may recover the amount due to Tenant, together with damages in an amount equal to twice the amount wrongfully withheld, and reasonable attorneys' fees.

9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. UTILITIES.

A. Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

B. Per R.I. Gen. Laws § 34-18-31, if contrary to this Agreement or R.I. Gen. Laws § 34-18-22 Landlord willfully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential service, Tenant may give reasonable notice to Landlord specifying the breach and may:

- i. take reasonable and appropriate measures to secure reasonable amounts of heat, running water, hot water, electric,

gas, and other essential service during the period of Landlord's noncompliance and deduct their actual and reasonable costs from the periodic rent;

- ii. recover damages based upon the diminution in the fair rental value of the Premises; or
- iii. procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance.

In addition to the remedy provided in subsection B(iii) above, Tenant may recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent, and in any case under subsection B, may recover reasonable attorneys' fees.

If Tenant proceeds under this section, Tenant may not proceed under R.I. Gen. Laws § 34-18-28 or § 34-18-30 as to that breach.

Rights of Tenant under this section do not arise until Tenant has given notice to Landlord, nor does this section apply if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
 - C. **Holdover.** Per R.I. Gen. Laws § 34-18-38, if Tenant continues in possession of the Premises after the expiration of the Agreement Term without Landlord's consent, Tenant shall be deemed a holdover

tenant. Landlord may commence an eviction action, which may be filed no earlier than the first day following the expiration or termination of the tenancy. The action shall be commenced by filing a "Complaint for Eviction for Reason Other Than for Nonpayment of Rent," which shall be filed in the appropriate court according to the form provided in R.I. Gen. Laws § 34-18-56(e). Landlord may recover an amount not more than **three months' periodic rent or threefold the actual damages** sustained by Landlord, whichever is greater, and reasonable attorneys' fees.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Per R.I. Gen. Laws § 34-18-16.1, Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. Landlord must give **60 days'** notice to month-to-month tenants over the age of 62, before raising the rent.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per R.I. Gen. Laws § 34-18-29:
 - A. If Landlord fails to deliver possession of the Premises to Tenant as provided in R.I. Gen. Laws § 34-18-21, rent abates until possession is delivered and Tenant may:
 - i. terminate this Agreement upon at least five days' written notice to Landlord, and, upon termination, Landlord shall return all prepaid rent and security; or
 - ii. demand performance of this Agreement by Landlord and, if Tenant elects, bring action for possession of the Premises against Landlord.
 - B. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than three months' periodic rent or threefold the actual damages sustained, whichever is greater, and reasonable attorneys' fees.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per R.I. Gen. Laws § 34-18-22(a), Landlord shall:
 - i. comply with the requirements of applicable building and housing codes affecting health and safety;
 - ii. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;

- iii. keep all common areas of the Premises in a clean and safe condition;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
- v. provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises as required by R.I. Gen. Laws § 45-24.3-6, or applicable local codes if more restrictive, and arrange for their removal; and
- vi. supply running water and reasonable amounts of hot water at all times as required by R.I. Gen. Laws § 45-24.3-7, or applicable local codes if more restrictive, and reasonable heat as required by R.I. Gen. Laws § 45-24.3-9, or applicable local codes if more restrictive, between October 1 and May 1, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

If the duty imposed by subsection A(i) above is greater than any duty imposed by any other subsection of A, Landlord's duty shall be determined by reference to subsection A(i).

B. Tenant's Responsibilities. Per R.I. Gen. Laws § 34-18-24, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
- iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so;
- vii. conduct himself or herself, and require other persons on the Premises with his or her consent to conduct themselves, in a manner that will not disturb his or her neighbors' peaceful

enjoyment;

- viii. refrain from using any part of the Premises in a manner such as would constitute the maintaining of a narcotics nuisance under the provisions of R.I. Gen. Laws § 21-28-4.06;
- ix. refrain from using any part of the Premises or any public property adjacent thereto for the manufacture, sale, or delivery of a controlled substance or from possessing on the Premises or any public property adjacent thereto with the intent to manufacture, sell, or deliver a controlled substance classified in schedule I or schedule II of chapter 28 of title 21; and
- x. refrain from any crime of violence on the Premises or on any public property adjacent to said Premises. A “crime of violence” means and includes any of the following crimes or an attempt to commit any of the following crimes; murder, manslaughter, arson, rape, sexual assault, mayhem, kidnapping, assault with a dangerous weapon, assault or battery involving grave bodily injury, and a felony assault with intent to commit any offense.

C. **Maintenance Responsibilities by Written Agreement.** Per R.I. Gen. Laws § 34-18-22(c), Landlord and Tenant may agree in writing that Tenant perform specified repairs, maintenance tasks, alterations and remodeling but only if:

- i. the agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;
- ii. the work is not necessary to cure noncompliance with subsection A(i) above; and
- iii. if the agreement does not diminish or affect the obligation of Landlord to other tenants.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

- B. Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
- C. Landlord's Right to Maintain.** Per R.I. Gen. Laws § 34-18-39, if there is noncompliance by Tenant with R.I. Gen. Laws § 34-18-24 materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency or within 20 days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a skilled manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if the rental agreement has terminated, for immediate payment.
- D. Tenant's Repair and Deduct Remedy.** Per R.I. Gen. Laws § 34-18-30:
- i. If Landlord fails to comply with subsection of R.I. Gen. Laws § 34-18-22(a) (1), (2), (4), (5), or (6), and the reasonable cost of compliance is less than \$125, Tenant may cause repairs to be done in a skilled manner, in compliance with applicable state and local codes, and deduct from Tenant's rent the actual and reasonable cost or the fair and reasonable value of the repairs if:
 - a. Tenant notifies Landlord of Tenant's intention to correct the condition at Landlord's expense;
 - b. Landlord fails to comply within 20 days, or fails to demonstrate ongoing, good faith efforts to comply, after being notified by Tenant in writing; or, in the case of emergency, Landlord either cannot be reached by Tenant, or Landlord fails to comply as promptly as conditions require; and
 - c. Tenant submits an itemized statement to Landlord of the cost or the fair and reasonable value of the repairs made.
 - ii. Tenant may not repair at Landlord's expense if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.

21. USE VIOLATIONS. Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.** Per R.I. Gen. Laws § 34-18-25:

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
 - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are adopted;
 - iii. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
 - iv. they apply to all tenants in the property in a fair manner;
 - v. they are not for the purpose of evading the obligations of Landlord; and
 - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
- B. If a rule or regulation is adopted after Tenant enters into this Agreement that works a substantial modification of Tenant's bargain, it is not valid unless Tenant consents to it in writing.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for more than ten consecutive days no later than the first day of such anticipated absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.**

- A. **Definition of Abandonment.** Per R.I. Gen. Laws § 34-18-11(1), "Abandonment" means Tenant has vacated the Premises without notice to Landlord and has no intention of returning, as evidenced by nonpayment of rent for more than 15 days and removal of substantially all possessions from the Premises.
- B. **Mitigation of Damages.** Per R.I. Gen. Laws § 34-18-40, if Tenant abandons the Premises, Landlord shall send a certified letter, return receipt requested, to Tenant's last known address giving notice that unless a reply is received from Tenant within seven days, Landlord shall re-rent the Premises. If the notice is returned as undeliverable or Tenant fails to contact Landlord within seven days, Landlord shall make reasonable efforts to rent the Premises at market rate. If

Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, the tenancy terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate, or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per R.I. Gen. Laws § 34-18-26:

- A. Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- B. Landlord may enter the Premises without consent of Tenant in case of emergency, or, during any absence of Tenant in excess of seven days, if reasonably necessary for the protection of the property.
- C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in case of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least **two days' notice** of Landlord's intent to enter and may enter only at reasonable times.
- D. Landlord has no other right of access except:
 - i. pursuant to court order;
 - ii. as permitted by R.I. Gen. Laws § 34-18-39 (i.e. Tenant's failure to maintain); or
 - iii. unless Tenant has abandoned or surrendered the Premises.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss

of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

28. **LANDLORD'S DUTY TO NOTIFY TENANT OF VIOLATION.** Per R.I. Gen. Laws § 34-18-22.1, Landlord, when cited by a state or local minimum housing code enforcement agency for a housing code violation, shall, within 30 days of receipt of the notice, deliver a copy of the notice of violation to each residential tenant of the building affected by said violation, unless within said 30 day period Landlord has corrected all violations set forth in the notice of violation to the satisfaction of the state or local minimum housing code enforcement agency which issued the notice of violation. Landlord, prior to entering into any residential rental agreement, shall inform a prospective tenant of any outstanding minimum housing code violations which exist on the building that is the subject of the rental agreement.
29. **FORECLOSURE NOTICE.** Per R.I. Gen. Laws § 34-18-20(d), if Landlord becomes delinquent on a mortgage securing real estate upon which the Premises is located for a period of 120 days, Landlord shall notify Tenant that the Premises may be subject to foreclosure and until the foreclosure occurs, Tenant must continue to pay rent to Landlord as provided under this Agreement.
30. **GROUNDS FOR TERMINATION OF THE TENANCY.**
 - A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. Tenant refuses to allow lawful access, per R.I. Gen. Laws § 34-18-45(a); or
 - iv. otherwise provided by law.
 - B. **Termination By Tenant.** Tenant may terminate this Agreement if:
 - i. Tenant is 65 years of age or older or will turn 65 during the Agreement Term and wants to terminate this Agreement in order to enter a residential care and assisted living facility, per R.I. Gen. Laws § 34-18-15(e);
 - ii. Tenant is a servicemember and qualifies to terminate this Agreement, per R.I. Gen. Laws § 34-18-15(f);
 - iii. there is a noncompliance by Landlord with this Agreement or a noncompliance with R.I. Gen. Laws § 34-18-22 materially affecting health and safety, per R.I. Gen. Laws § 34-18-28;
 - iv. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired, per R.I. Gen. Laws § 34-18-33;

- v. Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services to Tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, per R.I. Gen. Laws § 34-18-34;
 - vi. Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per R.I. Gen. Laws § 34-18-45(b); or
 - vii. otherwise provided by law.
31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

Note 1: R.I. Gen. Laws § 34-18-22.3 states:

A landlord who is not a resident of this state shall designate and continuously maintain an agent upon whom service may be made of any process, notice, or demand required or permitted by law to be served, including , but not limited to , notices of minimum housing code violations. The agent shall be a

resident of this state or a corporation authorized to do business in this state. The landlord's designation shall be in writing, shall include the name and address of the agent, shall include the street address of each property designated to the agent, and shall be filed with the secretary of state and with the clerk of the city or town wherein the dwelling unit is located. Any landlord who fails to comply with the requirements of this section shall be subject to a civil fine of one hundred dollars (\$100) per month up to a maximum of one thousand two hundred dollars (\$1,200) in a calendar year or if the monthly rent exceeds one thousand two hundred dollars (\$1,200), the civil fine shall be one month's rent for the calendar year, payable to the municipality.

Note 2: R.I. Gen. Laws § 34-18-57, the Providence and Warwick Absentee Landlord Enforcement Act, states:

All persons, corporations, organizations, associations, or other legal entities owning and leasing property in the cities of Providence or Warwick shall register their names, home addresses, including zip codes, and telephone numbers with the city clerk in the city where such property is located.

36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
[{AdditionalProvisions}](#)
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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