

LEASE AGREEMENT

This Lease Agreement (the "Lease") is executed by and between _____ as agent (hereinafter "Owner") and (1) _____ (2) _____ (collectively the "Resident") who agree jointly and severally to rent apartment number _____ (the "Premises") at _____ (the "Property") on the terms and conditions set forth herein. Occupancy is limited to the Residents named herein and _____ minor children.

TERM: This lease shall commence on the _____ day of _____, 20____ and shall expire on the last day of _____, 20____ (the "Expiration").

RENT: The total rent due for the term of the Lease is \$_____. The total rent will be paid in monthly rental payments (the "Rent") of \$_____. The Base Rent on the Premises is determined based upon the median income for the metropolitan Rhode Island PMSA that is adjusted annually by HUD. Upon promulgation by HUD of the new income tables, Owner may reduce rents pursuant to the program limits upon 30 days' notice to Resident of such adjustment. Notwithstanding the above, Owner agrees that any interim increases permitted by the program shall be first approved by the Tax Credit Agency.

PRORATION: In the event that this Lease commences on a date other than the FIRST day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/30th of the monthly Rent and shall be due upon execution of the Lease. If this Lease commences after the 15th day of the month, payment of the Rent for the partial month together with Rent for the next full month will be required upon execution of the Lease. Notwithstanding any preliminary calculations to the contrary, the Rent due upon execution of the Lease shall be \$_____ and covers Rent through the last day of _____, 200__.

DEPOSITS AND FEES: Upon execution of the Lease, Resident has paid a **refundable** security Deposit (the "Deposit") in the amount of \$_____. Such Deposit will be refunded to Resident as provided herein. Resident acknowledges that the Deposit cannot be applied towards the Rent which must be paid in full when due.

UTILITIES: Owner agrees to pay for _____. Resident agrees to pay for _____ which accounts shall be established by Resident directly with the applicable utility companies.

LATE FEES & OTHER CHARGES: The Rent is due and payable in advance no later than 6:00 p.m. on the FIRST day of each month. Any Rent received after the due date will be considered delinquent and will be subject to late charges as hereinafter defined. Rent may be paid at the management

office by personal check, cashier's check or money order. Cash payments and second party checks will not be accepted. Payment should be made with one check or money order per apartment made payable to _____ as agent for _____ Apartments. Resident agrees to pay as additional rent no later than the next rental due date:

\$1 per day for each or portion thereof that rent is delinquent;
\$15 for each check returned by the bank for any reason; and
\$15 for each legal notice served upon Resident.

The acceptance by Owner of any late or partial payment shall not change the due date or amount of any required payment in the future nor shall it relieve Resident from any obligation to pay the balance of the Rent and any applicable late fees or charges.

DEFAULT: If either Resident or Owner fails to perform any obligation required by this agreement (including but not limited to the timely payment of Rent), the non-defaulting party may exercise all rights and remedies against the defaulting party as shall be allowed by law. If a collection agent is used, Resident agrees to pay collection costs in addition to other delinquent amounts. In the event of judicial action, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the losing party as determined by the Court. Except as may be provided by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing such judicial action. All notices provided herein shall be delivered to Owner at the rental office and to the Resident at the Premises. All notices shall be sent registered or certified mail, personally delivered, or as otherwise provided in R.I.G.L. 34-18-14.

ABANDONMENT: "Abandonment" means either (a) the absence of the resident from the dwelling unit, without notice to the Owner for at least seven days while rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the resident's personal property that the resident is occupying the residence; or (b) the absence of the resident for at least five days, if the rent for the dwelling unit outstanding and unpaid for five days and none of the resident's personal property is in the dwelling unit. If Resident abandons the Premises or vacates the Premises upon the Expiration or termination of this Lease leaving personal property within the Premises and Owner reasonably believes that the value of such property is insufficient to cover the costs of moving, storage and sales as provided in R.I.G.L.34-18-50, Resident specifically and irrevocably waives all title and interest Resident has to such chattel and grants to Owner full authority to immediately dispose of same without notice, court order, or accountability. Should the value of personal property left within the Premises exceed the cost of moving and storage, Owner shall be granted a security interest in such chattel equal to the cost of moving and storage together with any outstanding Rent due thereunder. Owner may subsequently dispose of such chattel as provided in R.I.G.L.34-18-50.

VEHICLES: Owner reserves the right, but not the obligation, to assign specific parking spaces at the Property. Owner may also designate specific areas for prospective residents or handicapped parking. Boats, trailers, and oversized vehicles are not permitted on the Property at any time. Prohibited vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in a tow-away zone or otherwise impeding traffic will be towed away without notice at the vehicle owner's expense. Motorcycles are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Additional policies regarding vehicles are contained in the Resident Handbook.

ACCESS: Resident shall not unreasonably withhold consent for Owner to enter the Premises to inspect the Premises, make necessary repairs of services, deliver legal notices, and verify occupancy. Owner may also allow a licensed exterminator to enter the premises for pest control. Resident shall make such apartment preparation as Owner may reasonably request regarding pest control, including but not limited to; providing access to the premises and arranging and preparing Resident's foodstuffs and belongings to facilitate extermination or fumigation, as the case may be. Except in the case of emergency or if it is impractical to do so, Owner shall give Resident at least two days notice of Owner's intent to enter the Premises. Resident agrees to permit Owner to show the Premises to prospective residents upon two days notice.

ALTERATION OF PREMISES: Resident may not alter the Premises in any manner without Owner's prior written consent. Alteration includes, but is not limited to; painting, wallpaper, changing of locks, or modification of electrical appliances. Waterbeds are not permitted on upper floor units without acceptable insurance naming Owner as a co-insured on file.

MAINTENANCE OF PREMISES: Resident has examined the Premises and is satisfied with its physical condition, order and repair. Upon termination or expiration of the Lease, Resident agrees to surrender the Premises to the Owner in the same condition, reasonable wear and tear excepted. Resident shall maintain the Premises in a neat, clean and undamaged condition and shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; and to comply with all recycling requirements, (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and, (c) generally conduct himself and invited guests in a manner so as not to disturb other residents, deface, damage, or otherwise harm any part of the premises. Resident acknowledges that Resident shall be responsible for the actions of Resident's guests that violate the Lease or Rules and Regulations. Resident shall be responsible for all glass on the Premises. Owner shall at times comply with the requirements of all applicable building codes and shall make all repairs necessary to keep the Premises and Property in a fit and habitable condition.

OWNER'S LIABILITY: Owner shall not be liable for any injury to any person or damage or loss to any property unless such harm or damage is due to the specific negligence of Owner. Owner strongly recommends that Resident secure renter's insurance to protect against liability, property damage and casualty losses. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services.

PETS: No pets are permitted on the Property at any time except by prior written consent of Owner. Should Owner agree to permit a pet, a separate agreement must be signed by both parties. The keeping of a pet for any duration without written consent shall constitute a material breach of this Lease. Such breach may result in the termination of the Lease by Owner and eviction from the Premises.

ASSIGNMENT: Resident shall not sublet, transfer, or assign this Lease, or any part thereof, without Owner's prior written consent; which consent may be granted or withheld at the sole and absolute discretion of the Owner. Only persons listed herein, and temporary guests registered with the management office and residing for less than nine days may occupy the premises.

VISITORS: Resident agrees to abide by all rules and regulations pertaining to visitors. Breach of rules and regulations pertaining to visitors will be considered a default under this Lease.

RULES AND REGULATIONS: Resident agrees to comply with all occupancy Rules and Regulations governing the Property whether now in effect or hereinafter promulgated and delivered to Resident. Resident acknowledges receipt of a copy of the Rules and Regulations in effect as of the date hereof.

EXPIRATION: At Expiration, this Lease shall be renewed annually once the Resident's income is recertified unless: (a) Owner has provided Resident with written notice of intent not to extend the Lease or, (b) **Resident has delivered a 30-day notice to Owner of Resident's intent to vacate the Premises by the Expiration.** Failure by Resident to provide such notice of intent to vacate shall be deemed an election to continue the Lease. Resident acknowledges that renewal rates may result in an increase in the Rent. Owner will provide Resident with notice of any such increase at least 30 days prior to the Expiration. Owner reserves the right to deny renewal of this Lease or to extend the expiration on a month-to-month basis. Owner may require the execution of a new lease agreement for continued tenancy.

RENTAL ASSISTANCE: If applicable, the appropriate program lease addendum will be incorporated into this Rental Agreement.

SECURITY DEPOSIT POLICY: The Deposit is collected to assure the Resident's compliance with the terms and conditions of this Lease. The Deposit shall be held, applied and refunded pursuant to this agreement. If

any portion of the Deposit is retained by Owner, written notice to Resident detailing the reason for such retention shall be provided within 20 days of Resident's surrender of the Premises and demand thereof. It is specifically understood that application of any Deposit towards Rent, damages, or other charges does not constitute a limit to Owner's legal rights to all such sums due.

Owner will refund to Resident all Deposits held upon the occurrence of **all** of the following events: (a) Resident has complied with all conditions of this Lease, including the payment of all sums due for Rent, damages and other charges; (b) in the event that Resident has elected to not renew the Lease, resident has provided Owner with written notice of Resident's intent to vacate at least 30 days in advance of the Expiration; (c) Resident makes an appointment with Owner for the inspection of the Premises; and (d) Resident surrenders all keys, parking permits, and property owned by Owner. Resident acknowledges the right to be present for a move-out inspection. Security deposits will be returned within 20 days after the Resident vacates, but if the resident delays in providing a forwarding address, the deposit may not be returned until 20 days after the address is provided. Unpaid rent, as well as damages beyond reasonable wear and tear, may be deducted from this sum. In the event that some or all of the security deposit is to be withheld, and resident has provided a forwarding address, Owner will deliver an itemized written notice to the resident, specifying the damages and rent deducted from the deposit.

HOLDOVER RESIDENTS: A holdover tenancy will be created if the Resident fails to vacate the Premises on or before the termination or Expiration. As provided by law, if the resident's holdover is willful and not in good faith, the Owner may also recover, in addition to possession, an amount not more than three (3) months periodic rent or threefold the actual damages sustained by him or her whichever is greater, and reasonable attorney's fees. If the Owner consents to the resident's occupancy, the parties may agree to a definite term.

DISCLOSURE: _____ is authorized to manage the Premises and Property, receive rents, execute leases, enforce leases, and receive legal notices on behalf of _____, the owner of the Property. Resident acknowledges that _____ is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit program (the "Program"). The Program provides for a specific maximum monthly rent which may be charged for the Premises, which amount is subject to annual adjustment based upon median incomes as determined by HUD. The Program also requires that the Property be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code. At this property, Qualified Households must not exceed certain income limitations. Resident agrees to notify Owner immediately of any material changes in income, number of persons residing within the Premises, or enrollment as a full-time student.

Resident acknowledges that this Lease shall terminate upon 30 days notice in the event all household members become full-time students and the household is not eligible for student status exemption.

Resident agrees that 90 days prior to the Expiration, Resident will submit to Owner all documentation requested by Owner to insure that Resident remains a Qualified Household, including, but not limited to; income certification, copies of tax returns, and family size verification. In the event that Resident fails to deliver such information or Owner determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the Program. Resident agrees to vacate the Premises upon the earlier of the Expiration or upon 30 days' written notice from Owner of non-qualifying status.

It is specifically agreed that each obligation of the Lease, Application and Certification is material, and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease. Resident is fully aware that this Lease may not be canceled or otherwise terminated prior to its Expiration without the written consent of Owner.

Abandonment of the Premises or termination of the Lease for breach will not release Resident from the obligation to pay future Rent payments as provided for herein.

ATTORNMENT: Resident hereby agrees that Resident will recognize _____ Limited Partnership as its Owner under this Lease and shall attain to any person succeeding to the interest of Owner in respect of the land and the buildings on or in which this apartment is contained upon any foreclosure of any deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such beneficiary or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this Lease made without the express written consent of such beneficiary.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT
ENFORCEABLE BY LAW, EXECUTION BY THE PARTIES
ACKNOWLEDGES FULL ACCEPTANCE OF ALL TERMS AND
CONDITIONS CONTAINED HEREIN.

Dated this _____ day of _____, 20_____.

Owner

Resident (1) Head of Household

Resident (2)

Resident (3)