

## NEWPORT RESTORATION FOUNDATION

### RESIDENTIAL LEASE

Founded in 1968 by Doris Duke, the Newport Restoration Foundation (NRF), a non-profit institution, was formed with the express purpose of preserving, interpreting, and maintaining landscape and objects reflecting Aquidneck Island's 18th- and 19th- century architectural culture.

All houses are listed on the National Register of Historic Places. All restorations were made in an effort to return the houses to their original condition. The Foundation's goal, in addition to preserving the houses, is to allow the public to enjoy these historic landmarks.

A tenant's care and maintenance of these homes is of the utmost importance. The standard expected of all tenants is extraordinary care and maintenance; this standard exceeds the ordinary care and maintenance that might be expected in another type of residence. Accordingly, a prospective tenant acknowledges the duty he or she will have as a tenant and agrees to take extraordinary efforts to care for and maintain the premises. Failure to maintain the premises to the standards of the Newport Restoration Foundation is grounds for default or termination.



NEWPORT RESTORATION FOUNDATION  
*Founded by Doris Duke*

RESIDENTIAL LEASE  
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NEWPORT RESTORATION FOUNDATION

RESIDENTIAL LEASE

BASIC TERMS

LANDLORD: **Newport Restoration Foundation ("NRF")**

TENANT: **M/M**

**Address**

PREMISES LOCATED AT: \_\_\_\_\_ **Street, Newport, RI 02840**

START ON: **month, day, year**

END ON: **month, day, year**

ONE TIME MOVE-IN FEE *(Non-refundable)* **\$ .00**

SECURITY DEPOSIT: **\$ .00**

PET SECURITY DEPOSIT: **\$ .00**

RENTAL PAYMENTS OF: **\$ .00** per month  
Total rent for lease term: **\$ .00**

DUE ON: The first of the month and payable to Newport Restoration Foundation, 51 Touro Street, Newport, RI 02840.  
A late charge of \$50.00 will be imposed if the rent payment is received 10 days after it is due.

For the mutual consideration and promises and obligations set forth herein, Landlord and Tenant hereby agree to the following conditions:

1. **UTILITIES.** Tenant shall pay and be responsible for the following services supplied to the premises: telephone, electric, gas, oil, lawn care, snow removal, trash removal, fire alarm monitoring service, and water and sewer use charges. The fire alarm monitoring fee is \$20.00 per month and shall be paid monthly to the Landlord in addition to the Rent on the same day as the Rent is due. Water and sewer are billed monthly by the Newport Water Department to the Landlord. Landlord will promptly pass the bill to the Tenant who should pay the same along with Tenant's next monthly rental payment. A penalty charge of \$10 per month will accrue on all water bills that remain unpaid after 30 days.

If the premises are heated by oil, Landlord will maintain a service contract on the heating system at Landlord's expense. Upon commencement of a new lease, Landlord shall provide a full tank of heating oil to premises. Upon lease termination and vacating of premises, Tenant agrees to provide a full tank of heating oil. Tenant agrees to purchase oil on an automatic delivery basis from the company of his/her choice and further agrees to notify the Landlord of the company providing this service. Tenant will be liable for any damage to the heating system and premises in general caused by allowing the oil tank to run dry.

2. **PERMITTED USES.** Tenant shall occupy the premises as a single-family residence for use by the Tenant and members of Tenant's immediate family and occasional house-guests.

3. **MAINTENANCE AND REPAIR.** A Tenant's care and maintenance of these homes is of the utmost importance. The standard expected of all tenants is extraordinary care and maintenance; this standard exceeds the ordinary care and maintenance that might be expected in another type of residence. Accordingly, a tenant acknowledges the duty he or she will have as a tenant and agrees to take extraordinary efforts to care for and

maintain the premises. Failure to maintain the premises to the standards of the Newport Restoration Foundation is grounds for default or termination.

Tenant agrees that as of the date of the execution of this Lease, the premises are in good order and in a sanitary condition. Tenant agrees to keep the premises properly maintained and in sanitary condition during the term of the lease. Tenant agrees to observe and perform all laws, ordinances, orders, rules and regulations now or hereafter made by any government authority applicable to the maintenance of the premises. It is the Tenant's obligation to notify Landlord immediately of any conditions that could be hazardous in or about the premises. All damage, injury, loss or breakage caused by the Tenant or by any person on the premises at the invitation of the Tenant which constitutes more than ordinary wear and tear shall be paid for by the Tenant. Tenant must return the premises to the same level of condition as when the day the Tenant took occupancy.

Tenant is prohibited from making any alterations to the premises without the prior written approval of the Landlord. Alterations shall include, but not be limited to, the installation of washing machines and dryers, gas fireplaces, air-conditioning units, exhaust fans, satellite dishes, and wood-burning stoves. Tenant is prohibited from painting or changing the colors of the walls. Any alterations requested by the Tenant and approved by the Landlord, shall be completed at Tenant's expense by either Newport Restoration Foundation employees or approved subcontractors.

**4. INSURANCE AND INDEMNIFICATION.** Tenant understands and agrees that the Landlord is not liable or responsible for any loss or damage to Tenant's personal property, and the risk of loss or damage thereto shall be borne solely by the Tenant. Landlord reserves the right not to maintain comprehensive property and public liability insurance on the Premises.

Tenant shall indemnify and hold Landlord free and harmless from any and all demands, losses, claims or liabilities, including attorneys' fees, resulting from injuries to or death to any person or persons due to the negligence of Tenant or the condition of the Premises which was the responsibility of the Tenant to maintain. Tenant further agrees that during the Lease Term Tenant will maintain, at Tenant's own expense, liability insurance in the minimum sum of Three Hundred Thousand dollars (\$300,000) payable for each occurrence, and a comprehensive tenant liability policy. Certificates of such insurance, including a thirty (30) day notice of cancellation clause to Landlord, shall be delivered to Landlord at the commencement of the Lease and upon renewal of said insurance policy.

**5. USE AND OCCUPANCY.** Tenant shall use the premises in such a manner as to comply with all local, county, and state laws and ordinances and shall not use the premises or permit its use for any disorderly or unlawful purpose or in any manner offensive to any other resident of the neighborhood. In the event that any person using the premises occupied by the Tenant shall suffer any fall or injury, Tenant shall report to the Landlord the date, time, place and conditions of such an occurrence and the names of all who have witnessed the same.

**6. PETS.** No pets are allowed in the premises without prior written approval by the Landlord as well as a pet security deposit in the amount of Two Hundred Fifty Dollars (\$250) per pet paid to the Landlord. A pet security deposit is required to cover any damages caused by pets, such as but not limited to, damage to hardwood floors.

**7. ASSIGNMENT AND SUBLETTING.** Tenant is prohibited from assigning this lease or subletting all of any portion of the premises, or otherwise transferring any interest herein without the prior written consent of the Landlord. Consent of Landlord to a request to sublet or assign shall not constitute consent to any subsequent subletting or assignment. Under no circumstances shall Tenant permit the use of or sublet the Premises for commercial use. Landlord reserves the right to enter the Premises, upon reasonable notice to the Tenant, if Landlord has reason to believe the Tenant is impermissibly using or subletting the premises.

**8. ACCESS.** Tenant agrees that Landlord, its agents or employees, may, at all reasonable times, with twenty-four (24) hours notice, enter upon the premises and examine the condition thereof and make necessary repairs and maintenance, and enter for the purpose of exhibiting the premises to prospective tenants or purchaser. Tenant agrees to notify Landlord, in advance, of any anticipated absence from the premises in excess of ten (10) days.

The Newport Restoration Foundation's core mission is to be the steward of Newport's built heritage and Doris Duke's vision for her collections. NRF focuses on preservation, collections, research and education through its historic homes, museum properties and public programming. Periodically, The Foundation opens some of its houses to scholars and/or the public for study and viewing. Tenant agrees to cooperate with NRF in providing access to the premises. NRF will provide Tenant with a minimum of three (3) days notice for public access.

9. **MECHANICS LIENS.** Tenant shall indemnify and hold Landlord and the property of Landlord, including Landlord's interest in the premises, free and harmless from liability from any and all mechanic's lien or other expenses or damages resulting from work done on the premises by Tenant and its agents.

10. **REMEDY FOR BREACH.** If, for any reason Tenant breaches or defaults under this agreement, Landlord shall have the right to initiate any action to evict Tenant from the premises and to collect damages that shall become due for the action. In that event, Tenant agrees that it shall pay Landlord's court costs and reasonable attorney's fees if Landlord prevails. Both parties shall have all remedies as are provided by law.

11. **QUIET ENJOYMENT.** The Landlord covenants that Tenant, upon paying the rent and performing the covenants hereof on the part of the Tenant to be performed shall and may peaceably and quietly have, hold, and enjoy the premises and all related appurtenances, rights, privileges and easements throughout the term hereof without any lawful hindrance by the Landlord or any person claiming by, through or under it.

12. **NOTICES.** All notice to either Landlord or to Tenant shall be sent by hand delivery, e-mail or by United States Postal Service mail addressed to the parties at their respective addresses first above stated or to such other address as either party shall hereinafter designate by notice to the other:

if to Landlord:           **Newport Restoration Foundation**  
                                  **51 Touro Street**  
                                  **Newport, RI 02840**

if to Tenant:             **M / M**  
                                  \_\_\_\_\_ **Street**  
                                  **Newport, RI 02840**

13. **LEAD PAINT.** Tenants of residential real estate built prior to 1978 are hereby notified that such properties may have lead exposures that may place young children at risk of developing lead poisoning. The Newport Restoration Foundation requires all of its painters and carpenters to attend lead safety courses on a regular basis to ensure adherence to lead safe practices and procedures.

14. **RULES AND REGULATIONS.** Tenant acknowledges receipt of a copy of the Rules and Regulations and Tenant Stewardship Statement attached hereto and incorporated herein as Exhibit A for use and occupancy of the premises as promulgated by Landlord, and agrees to abide by them.

15. **MISCELLANEOUS.**

- a. This Lease shall be governed by the law of Rhode Island;
- b. Court determination of the invalidity of any provision of this lease shall not affect the validity of the other provisions of the lease;
- c. This Lease is and shall be subordinate to any existing or future mortgage deed, easement or any other encumbrance on the premises.

16. **ENTIRE LEASE AGREEMENT.** This legal document is the agreement between Landlord and Tenant. Any future changes or modifications must be made in writing and signed by both parties.

17. AUTHORIZATION AND WITNESS.

IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

**Tenant:**

\_\_\_\_\_  
Tenant's Printed Name  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Printed Name  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

**NOTARY:**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ to be his/her free act and deed.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public (printed)

My commission expires: \_\_\_\_\_

*SEAL*

**Landlord:**

Newport Restoration Foundation  
Telephone No: (401) 849-7300  
E-mail: [barbara@newportrestoration.org](mailto:barbara@newportrestoration.org)

\_\_\_\_\_  
Executive Director

**NOTARY:**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ to be his/her free act and deed.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public (printed)

My commission expires: \_\_\_\_\_

*SEAL*