

# NORTH CAROLINA RESIDENTIAL LEASE CONTRACT

## (Rental Lease Contract for Apartments, Condominiums, Houses and Mobile Homes)

Date: \_\_\_\_\_

Property No. \_\_\_\_\_

OWNER (LANDLORD) AND OR AGENT	RESIDENT (TENANT)	PREMISES DESCRIPTION

Enter in appropriate block for each party: name, address, phone, and if appropriate, character of entity. Include City, County and State.

The designation Landlord, Agent, and Tenant as used herein shall include singular, plural, masculine, feminine or neuter as required by context.

In consideration of the rent described below and mutual promises made to each other, all of which are contained in this Lease. The Landlord, by and through his Agent, leases and rents to the Tenant and the Tenant does hereby lease and rent from the Landlord the Premises in accordance with the terms and conditions listed below and the **Additional Terms and Conditions listed on the inside and back of this form.**

### DURATION

Initial Duration \_\_\_\_\_  
 Beginning \_\_\_\_\_  
 Ending \_\_\_\_\_  
 Termination Notice is \_\_\_\_\_ days.  
 Extension Duration \_\_\_\_\_

The Duration of this Lease shall be as listed. Either Landlord or Tenant may terminate the tenancy at the expiration of the Initial Duration by giving written notice to the other at least the number of days specified before the Duration's Ending Date. In the event written notice is not given, or if the Tenant holds over beyond the Initial Duration, the Tenancy shall automatically become a period to period tenancy, the period being the Extension Duration (i.e. weekly, monthly, quarterly, yearly) upon the same terms and conditions contained herein and may thereafter be terminated by either the Landlord or the Tenant giving the other written notice at least the number of days listed on the left before the last day of the then current period of tenancy.

### RENT

\$ \_\_\_\_\_  
 Payment Period \_\_\_\_\_  
 Due on \_\_\_\_\_ day of \_\_\_\_\_  
 End 1st Payment Period \_\_\_\_\_

Rent shall be paid by the Tenant, without notice, demand or deduction, to the Landlord or as the Landlord directs. The amount of the Rental Payment is specified on the left. The first Rental Payment, which shall be prorated if the Initial Term commences on a day other than the first day of the rental payment period, shall be due on the date listed and shall constitute payment for the period ending on the End of the First Payment Period. Thereafter, all rental payments shall be made in advance on or before the Due Day listed, for the duration of the tenancy.

### SECURITY DEPOSIT OF TENANT

\$ \_\_\_\_\_  
 Held By:  Landlord;  Agent  
 Deposit

The Security Deposit of the Tenant shall be held by the Landlord or the Agent, the amount listed to the left, as a security deposit to be administered in accordance with the Tenant Security Deposit Act (N.C.G.S. § 42-50 et seq.). The Security Deposit of the Tenant is deposited in an account with the specified financial institution. The Tenant Security Deposit shall be held, and upon the termination of the tenancy, it will be applied in the manner and for the purposes set forth on the inside in the Security Deposit paragraph.

Deposited in; and Located at: \_\_\_\_\_

**The Security Deposit may, at the discretion of either the Landlord or the Agent, be deposited in an interest bearing account with the financial institution named above. Any interest collected upon the Security Deposit shall accrue for the benefit of, and shall be paid to, the Landlord, or as the Landlord directs. Such interest, if any, may be withdrawn by the Landlord or Agent from such account as it accrues and as often as is permitted by terms of the account at the financial institution.**

### PERMITTED OCCUPANTS

The Tenant shall not allow nor permit the Premises to be occupied or used as a residence by any person other than the Tenant and the following named persons:

\_\_\_\_\_

### INSPECTION OF PREMISES

- The Tenant acknowledges that he has inspected the Premises and completed a Moving-In Inspection Form. The Landlord has accepted this form as completed.
- The Tenant has the right to inspect the Premises and to complete a Moving-In Inspection Form, prior to occupying the Premises.

### FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED

NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs (See paragraph 4)

**COMPLAINT-FILING FEE:** \$ \_\_\_\_\_ OR \_\_\_\_\_ % of rental payment, whichever is greater. *(Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)* **COURT APPEARANCE FEE:** \_\_\_\_\_ % of rental payment. *(Fee may not exceed ten percent (10%) of the rental payment.)* **SECOND TRIAL FEE:** \_\_\_\_\_ % of rental payment. *(Fee may not exceed twelve percent (12%) of the rental payment.)*

### ADDITIONAL TERMS AND CONDITIONS

1. **Tenant's Obligations:** Unless otherwise agreed upon in writing, the Tenant shall:
  - a. use the Premises only for residential purposes and in a manner that will not disturb other tenants;
  - b. not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
  - c. keep the Premises in a clean and safe condition, including but not limited to: all plumbing fixtures, facilities and appliances;
  - d. not cause nor allow any unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
  - e. not allow any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company, to be kept on the Premises;
  - f. comply with any and all obligations imposed upon the Tenants by applicable building and housing codes;

- g. dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- h. use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, if any, which may be furnished as a part of the Premises, in a proper and reasonable manner;
- i. not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) nor permit any person, known or unknown to the Tenant, to do so;
- j. be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, natural forces, acts of the Landlord, his agent, or of a third party who is not an invitee of the Tenant;
- k. permit the Landlord (and the Landlord hereby reserves the right) to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this Lease; (2) making such repairs, alterations, improvements or additions to the Premises as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants (the Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises);
- l. pay the cost of all utility service to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to: cable TV, electric, gas, telephone, trash removal and water/sewer services;
- m. conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner so as not to disturb other tenants' peaceful enjoyment of the Premises;
- n. not abandon nor vacate the Premises during the Initial Duration or any renewals or extensions of this Lease. The Tenant shall be deemed to have abandoned or vacated the Premises if the Tenant removes substantially all of his possessions from the Premises;
- o. Test the smoke detector(s) weekly (and carbon monoxide detector if supplied pursuant to NC general statute 42-42 and 42-43), and if not wired electrically, replace batteries as needed. Tenant shall notify Landlord/Agent in writing if detectors are not operable.

**2. Landlord's Obligations:** Unless otherwise agreed upon in writing, the Landlord shall:

- a. comply with the applicable building and housing codes to the extent required by such codes;
- b. make all necessary repairs to the Premises to keep it in a fit and habitable condition; provided however, in accordance with Additional Terms and Conditions 1(i) and 1(j) above, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
- c. keep all common areas, if any, used in conjunction with the Premises, in a clean and safe condition;
- d. promptly repair all facilities and appliances, if any, that may be furnished by the Landlord as a part of the Premises, including electrical, plumbing, sanitary, heating, ventilating and air conditioning systems, provided that the Landlord (except in an emergency situation) actually receives written notification from the Tenant of the needed repairs. In accordance with Additional Terms and Conditions 1(i) and 1(j) above, the Tenant shall be liable to the Landlord for any repairs to any facility or appliance necessitated by the Tenant's intentional or negligent misuse or improper operation of them;
- e. Provide one or more smoke detectors (and one carbon monoxide detector pursuant to NC general statute 42-42 and 42-43) installed and operable, either battery operated or electrically wired. Landlord is required to repair or replace detectors within 15 days of written notice by tenant.

**3. Security Deposit:** The Security Deposit of the Tenant shall be held in the manner set forth on the front side of this Lease. Upon any termination of the tenancy herein created, the Landlord may deduct from the Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or nonfulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this Lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant within thirty (30) days after the termination of the tenancy and delivery of possession of the Premises to Landlord and shall provide a final accounting within 60 days after termination of the tenancy and delivery of possession of the Premises to Landlord. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay said balance to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, then the Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for the Tenant's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Security Deposit within the six (6) month period, the Landlord shall not be liable thereafter to the Tenant for a refund of the Security Deposit or any part thereof.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

**4. Tenant's Default:** In the event the Tenant shall: (a) fail to pay the rental payment as and when it shall become due; or (b) fail to perform any other promise, duty or obligation herein agreed to by the Tenant or imposed upon him by law, and such failure shall continue for a period of five (5) days from the date the Landlord provides the Tenant with written notice of such failure, then in either of such events and as often as either of them occur, the Landlord, in addition to all other rights and remedies provided by law, may, at his option and with or without notice to the Tenant, either (i) terminate this Lease or (ii) terminate the Tenant's right to possession of the Premises without terminating this Lease. Regardless of whether the Landlord terminates this Lease or only terminates the Tenant's right to possession without terminating this Lease, the Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to the Landlord immediately upon the Landlord's demand. In the event the Tenant shall fail or refuse to surrender possession of the Premises, the Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, only one of which Landlord is entitled to charge and retain. The Complaint-Filing Fee may be charged if: (i) Tenant was in default of this lease, (ii) the Landlord filed and served a complaint for summary ejectment and/or money owed, (iii) Tenant cured the default or claim, and (iv) Landlord dismissed the complaint prior to judgment. The Court Appearance Fee may be charged if: (i) Tenant was in default of the lease, Landlord filed, served, and prosecuted successfully a complaint for summary ejectment and/or monies owed in small claims court, and (iv) neither party appealed the judgment of the magistrate. The Second Trial Fee may be charged for a new trial following an appeal from the judgment of a magistrate, provided Landlord proves: (i) that Tenant was in default of the lease and (ii) Landlord prevailed. (NOTE: If the rent is subsidized by HUD, the US Department of Agriculture, a State Agency, a public housing authority, or a local government, any fee charged pursuant to this paragraph 4 shall be calculated on Tenant's share of the rent only.) In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

**5. Tenant's Duties Upon Termination:** Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (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 and sinks, removing therefrom all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises (and any appliances or fixtures furnished in connection therewith) in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by repairs to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the premises; and (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 3 above.

**6. Landlord's Default, Limitation of Remedies and Damages:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure it, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this Lease and the Tenant shall have no right to terminate this Lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses and tennis courts, constitute a material breach of this Lease and the Tenant shall have no right to terminate this Lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord whether for partial or material breach or breaches of this Lease or any obligation imposed by law upon the Landlord, unless such breach or breaches shall constitute willful or wanton negligence on the part of the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this Lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

**7. Alterations:** The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork, or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or the Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy created hereby.

**8. Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

**9. Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this Lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the Lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall be applied: (1) handwritten and typed additions or alterations shall control the preprinted language when there is an inconsistency between them; (2) the Lease shall not be strictly construed against either the Landlord or the Tenant; (3) Paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of the Lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

**10. Agent:** The Landlord and the Tenant acknowledge that the Landlord may from time to time in his discretion, engage a third party to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this Lease is executed, his name will be shown as Agent on the front side hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and Tenant hereby agree that: (1) the Agent shall have only such authority as provided in the management contract existing between the Landlord and the Agent; (2) the Agent may perform, without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein by law and such performance shall be as valid and binding, if authorized by the Landlord, as if performed by the Landlord; (3) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (4) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (5) nothing contained herein shall modify the management contract existing between the Landlord and the Agent, however the Landlord and the agent may from time to time modify the management agreement in any manner which they deem appropriate and (6) the Landlord may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any Agent engaged to manage, supervise and operate the premises.

**11. Notice:** Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses: Tenant: the address of the Premises or the address listed on the front of this form. Landlord: the address to which the rental payments are sent.

**12. Eminent Domain and Casualties:** The Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

**13. Tenant's Insurance, Release and Indemnity Terms:** The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises, against the risk of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises, regardless of the cause of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional, willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent or intentional acts of the Landlord or his agents.

**14. Removal, Storage and Disposition of Tenant's Personal Property:** A. Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the Landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the Tenant to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.

B. If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

**15. Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et seq.) and the order of any court having jurisdiction thereunder.

**16. Amendment of laws:** In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this Lease is enacted, amended or repealed, the Landlord may, at his 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.

**17. Termination for Military Transfer:** If the Tenant is a member of the United States Armed Forces who (i) has received permanent change of station orders to move fifty (50) miles or more from the Premises or (ii) is prematurely and involuntarily discharged or relieved from active duty with the United States Armed Forces, the Tenant may terminate this Lease by written notice of such termination, which date shall not be less than thirty (30) days after receipt of notice by the Landlord, provided such notice is accompanied by a copy of the official orders of such transfer, discharge or release from active duty or a written verification signed by the Tenant's Commanding Officer. The final rent due by the Tenant shall be prorated to such date of termination and shall be payable, together with liquidated damages in the amount of (a) one (1) month's rent for the Premises, if less than six (6) months of the duration of the Lease has elapsed as of the effective date of termination, or (b) the amount of one-half (1/2) of one (1) month's rent, if more than six (6) months but less than nine (9) months of the duration of the Lease have elapsed as of the effective date of such termination; provided, however, no liquidated damages shall be due unless the Tenant has completed less than nine (9) months of the tenancy and the Landlord has suffered actual damage due to loss of the tenancy.

Upon Tenant's compliance with all the requirements of this Additional Terms and Conditions, the Landlord shall release the Tenant from all obligations hereunder and the Lease shall terminate. The Security Deposit shall be returned, subject to the provisions of Additional Terms and Conditions of paragraph 4.

**18. Subordination of Lease:** This Lease and the Tenant's leasehold interest hereunder are and shall be subject, subordinate and inferior to any liens or encumbrances now hereafter placed on the Premises by the Landlord and includes all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens and encumbrances.

**ANIMALS (Pets)**

Allowed;  Not Allowed  
Non-Refundable Fee \$ \_\_\_\_\_  
Number and Type of Pets Allowed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Removal Notice \_\_\_\_\_ hours.

If the "Allowed" block is checked, upon payment, as a non-refundable fee to the Landlord, of the Animal Fee listed, the Tenant may keep the animal(s) listed. If a fee is paid, pursuant to this paragraph, Tenant acknowledges that the fee is reasonable and agrees that the Landlord shall not be required to refund the Animal Fee, in part or in whole. In the event that an animal is permitted, Tenant agrees to reimburse the Landlord for any primary or secondary damages caused there-by whether to the Premises or to any common areas used in conjunction with them, and to indemnify the Landlord from any liability to third parties which may result from Tenant keeping such animal. If the block is not checked or "Not Allowed is checked, then the Tenant shall not keep or harbor in or about the Premises any animal of any kind, including, but not limited to: dogs, cats, birds, rodents, reptiles or marine animals.

The Tenant shall remove any pet previously permitted under this paragraph within the specified Removal Notice time, upon written notification from the Landlord that the animal, in the sole judgement of the Landlord, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the animal is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Animal Fee. However, the Tenant shall be entitled to acquire and keep another animal of the type previously authorized.

**LEAD PAINT DISCLOSURE**

The Premises was built prior to 1978. A Lead Paint Disclosure Form is attached to this Lease.

**NEAREST RELATIVE NOT OCCUPYING PREMISES**

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_

**Late Payment and Returned Check Fees:** There shall be a late payment fee on any rental payment not received by midnight of the fifth (5th) day after it is due. The late payment fee shall be five percent (5%) of the rental payment or fifteen dollars (\$15.00), whichever is greater. This late payment fee shall be due immediately, without demand thereof and shall be added to and paid with the late rental payment. Tenant also agrees to pay a twenty-five dollar (\$25.00) processing fee for each check of the Tenants that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.

**Rules and Regulations:** The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them. The Landlord reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations from time to time; provided, however, such changes and additions shall not alter the essential terms of this Lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days written notice thereof shall have been furnished to the Tenant. Tenant also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. A copy of the existing rules and regulations, and any applicable homeowners' association regulations are attached hereunto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this Lease giving the Landlord all the rights and remedies herein provided.

**Assignments:** The Tenant shall not assign this Lease or sublet the Premises in whole or in part.

**Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this Lease, the Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of the Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from the Tenant any damages resulting therefrom.

**Termination:** Except as provided in the Termination Paragraph on the inside, the Tenant may not terminate the tenancy during the Initial Duration, but may terminate the tenancy thereafter as provided in the Duration Paragraph.

**OTHER TERMS AND CONDITIONS**

All the **Additional Terms and Conditions listed on the inside of this form** shall be part of this Lease, except for the following Additional Terms and Conditions, which shall be deleted (specify paragraph number): \_\_\_\_\_

The following Terms and Conditions shall also be a part of this Lease: \_\_\_\_\_

**EXECUTION COUNTERPARTS**

**Number of Addendums Attached**

Read the **Additional Terms and Conditions** on the inside of this form. When you sign this Lease, you are acknowledging that you have read and agree to the provisions of this Lease, including these Additional Terms and Conditions. This Lease is executed in the specified number of counterparts, with each party retaining an executed counterpart. The covenants and conditions contained in this Lease shall apply to and be binding on the heirs, legal representatives and assigns of the parties hereunto.

**In witness whereof, the parties have executed this Lease on the day and year written below.**

**TENANT:**

**LANDLORD:**

\_\_\_\_\_(SEAL)

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\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

By \_\_\_\_\_, Agent

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_