

## LEASE AGREEMENT

Property Address: \_\_\_\_\_

The undersigned Lessee(s) hereby agrees to Lease the above addressed premises from the above named Lessor for a term beginning \_\_\_\_\_ and terminating on \_\_\_\_\_ subject to the following terms and conditions:

### **RENTAL PAYMENTS**

Monthly rental cash installments of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) are due and payable at Lessor's address above in advance each month. Time is of the essence of this Agreement, and if any months rental installment is not paid on or before the first day thereof, a late charge of 5% of the rental payment shall be paid to Lessor in addition to the initial rental payment if the rent is received by the lessor on or after the 6th day of the month.. If any rental installment is not paid by the first day thereof, at Lessor's option he shall be entitled to then reenter and have possession of the premises, and in such event Lessee(s) agree to quietly surrender up the premises without further notice or release from the terms and conditions hereof.

### **SECURITY DEPOSIT**

Lessor acknowledges receipt \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) as security deposit, which shall be returned to Lessee(s) at the date of termination above, subject to Lessee(s) nonpayment of rentals and late charges, damage to premises, non-fulfillment of term, or unpaid bills becoming a lien against premises from their occupancy, and costs of re-renting after Lessee(s) breach or court costs allowable by law Lessee also accepts notice as required by North Carolina (General Statute 4250 that this deposit will be placed in a trust account located at \_\_\_\_\_ Bank \_\_\_\_\_, NC.

### **PETS**

There will be no pets on the premises without the prior written permission of the Lessor.

Addendum: \_\_\_\_\_

### **POSSESSION**

Lessee(s) acknowledge(s) and accept(s) the premises in present condition and agree(s) to keep and maintain the same clean and neat without defacement or damage, inside and out, subject to reasonable wear and use, and to keep the yard and shrubbery cut, trimmed, and raked. If this is not done by the lessor, at his option, can have the yard cleaned and charge the lessee for the amount of the work.

### **ASSIGNMENT**

No assignment or SubLease of the premises shall be binding upon the Lessor or confer any rights on the proposed assignee or Sublessee without the written consent of the Lessor. No assignment or Sub Lease shall release Lessee(s) from the obligations of this Lease.

### **LESSOR'S RIGHT OF ENTRY**

Lessor, or his agent, shall have the right to enter the premises at all times which are necessary to make needed repairs, and this right shall exist whether or not Lessee(s) or other occupant shall be on the premises at such time. During the last thirty (30) days of the term of the Lease, Lessor, or his agent, shall have the right to enter the premises at reasonable hours to show the same to prospective Lessee(s).

**LESSEE(S)' PROPERTY**

If upon the termination of this Lease or abandonment of the premises by Lessee(s), Lessee(s) abandons or leaves any property in the premises, Lessor, or his agent, shall have the right, without notice to Lessee(s) to store or otherwise dispose of the property at Lessee(s)' costs and expense, without being liable in any respect to the Lessee(s).

**INSURANCE**

The Lessee is responsible for insurance to cover his/her personal property in the event of fire, flood or any other problem which may cause damage to the Lessee(s) property. The Lessor will carry insurance to cover the structure itself but the Lessor will in no way be responsible for damage done to the Lessee(s) personal property.

**PARKING**

The lessee shall park in the designated parking area and shall not park on the grass at any time.

**ATTORNEY FEES**

The lessee agrees to pay an attorneys fee of 15% of the outstanding rent if the lessor has to file a civil action to enforce this contract.

**REENTRY**

Breach of any provision of this lease shall allow the lessor, at his option, to re-enter and have possession of the premises.

**NO SMOKING POLICY**

There is no smoking inside the house (cigars,cigarettes,pipe, or any other kind of smoking). If smoke odor is detected inside the house upon termination of the lease the tenant will be charged for the abatement of the smoke odor (consisting of but not solely to, priming, painting all walls and ceiling. Washing all surfaces, like cabinets, doors, trim, appliances, floors, etc.etc.

**SMOKE DETECTOR(S)**

Tenant hereby agrees that as of this date the smoke detector(s) are properly working and that the tenant shall be responsible for periodically checking its service and changing its battery if necessary.

Accepted and Agreed on

LESSEE(S).

Name \_\_\_\_\_

Social Security # \_\_\_\_\_

Driver's License # \_\_\_\_\_

Name \_\_\_\_\_

Social Security # \_\_\_\_\_

Driver's License # \_\_\_\_\_

Addendum: \_\_\_\_\_

LESSOR

BY: \_\_\_\_\_