

HARRISON REALTY GROUP 8392 SIX FORKS ROAD SUITE 203 RALEIGH NC 27615
OFFICE 919-439-9039 FAX 919-324-3540
RESIDENTIAL RENTAL CONTRACT

RESIDENT: sample tenant ("Tenant")

OWNER: Your Name ("Landlord")

REAL ESTATE MANAGEMENT FIRM: Harrison Realty Group ("Agent")

PREMISES: City: Your City County: Wake State of North Carolina

Street Address: 1234 Your Street Zip Code: 27612

Apartment Complex: N/A Apartment No. N/A

Other Description (Room, portion of above address, etc.): _____

INITIAL TERM: Beginning Date of Lease: 02/01/2013 Ending Date of Lease: 01/31/2014

RENT: \$ 1,175.00 PAYMENT PERIOD: monthly weekly yearly other: N/A

LATE PAYMENT FEE: \$ 58.75 OR 5.000 % of rental payment, whichever is greater

(State law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)

RETURNED CHECK FEE: \$ 25.00 *(The maximum processing fee allowed under State law is \$25.00.)*

SECURITY DEPOSIT: \$ 1,175.00 to be deposited with: (check one) Landlord Agent

LOCATION OF DEPOSIT: (insert name of bank): Vantage South Bank

BANK ADDRESS: Six Forks Road, Raleigh NC

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONIES OWED (See paragraph 17) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs)

• COMPLAINT-FILING FEE: \$ 58.75 OR 5.000 % 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: 10.000 % of rental payment *(Fee may not exceed ten percent (10%) of the rental payment.)*

• SECOND TRIAL FEE: 12.000 % of rental payment *(Fee may not exceed twelve percent (12%) of the rental payment.)*

PERMITTED OCCUPANTS (in addition to Tenant): Dependent family members (Any other occupants will need to be approved by HRG/Landlord. No one allowed to stay more than 10 days without approval.)

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information): Name of ICE
Relationship _____

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

1. **Termination and Renewal:** EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM. IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN OR IF THE TENANT HOLDS OVER BEYOND THE INITIAL TERM, THE TENANCY SHALL AUTOMATICALLY BECOME A Month (PERIOD) TO Month (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN. THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER 60 DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY. *(EXAMPLE: Assume tenancy is a calendar month-to-month tenancy and 30 days advance written notice of termination is required. Tenant desires to terminate lease as the end of the April period of the tenancy. Tenant would be required to give landlord written notice no later than March 31st. If the written notice of termination were to be given to the Landlord on the 10th of April, the notice would be effective to terminate the lease at the end of May rather than the end of April, since the monthly periods of the tenancy expire on the last day of the month and the notice was not given 30 days prior to the end of April.)*

2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on See Addendum Attached (date). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*

4. **Tenant Security Deposit:** The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT 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 LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit 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, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-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 Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the tenant for a refund of the Tenant 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.

5. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:
- (a) use the Premises for residential purposes only and in a manner so as not to disturb the 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, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
 - (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
 - (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
 - (f) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, and other refuse;
 - (g) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
 - (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
 - (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
 - (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;
 - (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises; and
 - (l) N/A

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6. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

- (a) comply with the applicable building and housing codes to the extent required by such building and housing codes;
- (b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, 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, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and
- (e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

7. **Utility Bills/Service Contracts:** Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash disposal/dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping Depends on property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lawn Maintenance Depends on property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. **Smoke and Carbon Monoxide Detectors:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy.

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The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy **and the Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

9. **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 "Rules and Regulations"). 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 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 hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

10. **Right of Entry:** 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 thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.

11. **Damages:** Tenant shall 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, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

12. **Pets:** Tenant agrees not to keep or allow anywhere on or about the premises any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals.

13. **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 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 hereby created.

14. **Occupants:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.

15. **Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this lease, 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 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 Tenant any damages resulting therefrom.

16. **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 paragraph 6 above 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 4 above.

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17. **Tenant's Default:**

(a) **Events of Default:** In the event the Tenant shall fail to:

- (i) pay the rentals herein reserved as and when they shall become due hereunder; or
- (ii) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure,

then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Premises without terminating this lease.

(b) **Landlord's Right to Possession:** Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, 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.

(c) **Summary Ejectment Fees:** 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 in accordance with NC General Statutes § 42-46.

(d) **Acceptance of Partial Rent:** If a summary ejectment proceeding is instituted against Tenant, Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach for which the summary ejectment proceeding was instituted.

(e) **Termination of Lease:** 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.

(f) **Termination of Tenant's Right of Possession:** 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 hereunder, 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.

18. **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, 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, 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.

19. **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.

20. **Tenant's Insurance; Release and Indemnity Provisions:**

(a) **Personal Property Insurance (Initial only one):**

_____ Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of **\$300,000.00**

_____ Tenant shall not be required to obtain a renter's insurance policy

(b) Whether or not Tenant is required to obtain a renter's insurance policy, Tenant shall be solely responsible for insuring any of this personal property located or stored upon the Premises upon the risks 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

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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 or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord.

(c) 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 to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligence, or intentional acts of the Landlord or his agents.

21. **Agent:** The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") 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 first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (5) 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; (6) 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; (7) 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.

22. **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 effectively carries out their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over 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 this 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 provision(s) were not included.

23. **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.

24. **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.

25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.

26. **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.

27. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.

28. **Other Terms and Conditions:**

(a) If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.

(b) Itemize all addenda to this Contract and attach hereto:

- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (if Premises built prior to 1978)
- Maintenance Addendum (form 440-T)
- Early Termination by Military Personnel Addendum (form 441-T)
- Pet Addendum (form 442-T) Attached only if applicable
- OTHER: HRG Lease Addendum, Raleigh Noise Ordinance & Barbecue/Grilling Addendum

(c) The following additional terms and conditions shall also be a part of this lease: _____
Tenant must follow the Rules and Regulations of the HOA.

29. **Inspection of Premises:** Within 7 days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-in Inspection Form.

30. **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
Landlord: the address to which rental payments are sent.

31. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in 3 (number) counterparts with an executed counterpart being retained by each party.

32. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT: _____ (SEAL)
sample tenant
Date: 02/01/2013

LANDLORD: _____ (SEAL)
Your Name

By: Judy Harrison, AGENT

Date: 02/01/2013
Harrison Realty Group

Date: 02/01/2013

Date: _____

Date: _____





HRG Residential Lease Addendum

Property Address: _____

Landlord(s): _____

Tenant(s): _____

The following items are due prior to the release of keys to tenant for move-in. Rent and Security/Pet Deposits must be made in separate **Bank Cashier's Checks or Money Orders** made payable to **Harrison Realty Group**. Personal checks for initial funds will not be accepted on the day of move-in.

	Pre-paid Amount (Date)	Rent Due at Move-in	Deposits Due at Move-in
First Full Month's Rent:			
Prorated Rent if ≤ 10 days:			
Security Deposit:			
Pet Deposit:			
Total Due at Move-in:			

Your next monthly rent will be as follows:

Due Date	Amount	Proration Dates

Accepted Payment Methods are Online Transfer, Personal Check, Money Order or Bank Cashier's Checks until the 5th day of the month and **thereafter only Money Order or Bank Cashier's Check will be accepted, which must include the 5% late fee.**

If you have any NSF checks during your occupancy, you will have to pay by Money Order or Bank Cashier's Check from then forward.

Rent Payments are to be directed in one of the following methods:

1. **Pay online at Harrison Realty Group's website with login and password provided.**
 - This will take four days to process. Make payments by the 1st to ensure the funds clear by the 5th.
2. **U.S. Mail or Hand Deliver: 8392 Six Forks Road Suite 203, Raleigh, NC 27615**
3. **Hand deliver to any Vantage South Bank Branch:**
 1. Fill out a deposit slip. The slip must include:
 - a. Your rental address
 - b. The exact amount of the deposit
 2. Deliver the funds and the deposit slip to any Vantage South Bank. (Be sure to retain your receipt for proof of payment)
 3. Call our automated attendant number (919) 439-9039 or (800-545-8650) OR Email Judy
 - a. Press 9 at any time
 - b. Leave a message with your name, rental address, and amount of deposit

Please note that step 3 is critical for us to accurately process your payment. HRG will not be responsible for late fees associated with failure to call.

1. Late Fees are enforceable on the 6th of the month. **If rent and late fees are not received by the 10th of the month, legal action will be taken on 11th to collect any unpaid rent.** The resident is responsible for any court costs incurred. ***This is your 10-day notice if you don't pay; Eviction starts the 11th of the month.***

2. All maintenance concerns are to be directed in one of the following ways:

- For emergencies: Phone: 919.439.9039 - Opt. 2
- Login to the Property Management System and create a ticket.
- Email: Maintenance@harrisonrealtygroup.com
- Fax: 919.324.3540

Do not call anyone's cell unless you've not heard from someone within 1 hour on emergencies.

All general maintenance items must be completed during vendor's business hours. No general maintenance will be completed after 4:30 pm.

3. See item #13, "Alterations" on page 3 of the Residential Rental Contract. Wall hangings are allowed, but holes must be repaired and painted in a professional workman like manner after move out /lease termination. If you would like to paint any rooms of the home, HRG/Landlord must approve the colors. If they are not neutral colors they must be returned to the neutral color of the home.
4. HRG/Landlord must approve any installation of a satellite in writing and HOA must approve as well. If it is not approved and you put one up, you will be charged to remove it. No adding of cable or phone outlets without permission.
5. Tenant is responsible for lawn maintenance, which includes mowing, raking, trimming bushes, watering and weeding as needed. If it is discovered that tenant is discarding trash in common areas they will be assessed a fine of \$50.00.

NOTE TO TOWNHOME TENANTS: Owner pays HOA dues that cover lawn maintenance. The \$50 fine for improperly discarding trash still applies.

6. See item #16, "Tenant's Duties Upon Termination" on page 4 - Tenant has agreed to have the **carpet and home professionally cleaned** upon vacating the property. Receipt will be required at move-out inspection.
7. See item #20, "Tenant's Insurance, Release and Indemnity Provisions" on page 5. **Tenant has agreed to the purchase of Renters Insurance. Please provide proof within 15 days after signing of lease.**
8. Tenant has agreed that the Landlord or Landlord's Agent may show the property to prospective tenants or buyers for the purpose of resale or lease during the last (60) sixty days of this lease. Landlord or Landlord's agent may install a lock box at the property to facilitate showings as scheduled by leaving a message to show. Should Landlord decide to sell the property to another Investor, Tenant shall cooperate with Listing Agent and HRG in showing the property. Tenant is given 24 hours notice or prior day notice to show home. Home needs to be presentable for showings.
9. Tenant is responsible for all utilities for the duration of the lease. (Regardless of early move-out and/or breach of the rental contract)
10. Per page 4 of the Rental Offer, all terms of the North Carolina Rental Agreement apply, including that the Tenant is liable for the full rental term as specified in Paragraph 17. Term of the Residential Rental Contract. If the **Tenant breaches the contract**, the Tenant is liable for (1) any unpaid rents and any future loss rental monies due to vacancy; (2) any fees incurred by the Landlord to re-letting the property, (3) any costs necessary to clean and/or repair property to its original condition and (4) any legal fees incurred by the Landlord. Tenant acknowledges and agrees that Tenant is obligated to perform per the terms and conditions of this Residential Rental Contract for the full term as outlined in paragraph 2, Term. A breach of this Residential Rental Contract may result in information regarding Tenant performance in relation to this contract being forwarded to credit reporting agencies by Harrison Realty Group.

11. **Smoking is Not Permitted inside the property by Tenant, guests, invitees and/or licensees.**

12. **HRG reserves the right to inspect the home quarterly with a 24 hour notice.** Tenant does not need to be present during these inspections. Tenant is welcome to attend, but if tenant cannot be present when HRG makes the time and date, HRG will inspect home without tenant. These inspections are completed during regular business hours of 9 am to 4:30 pm. Tenant will notify HRG in advance if Tenant will be away from the premises for **seven** or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property.
13. All keys and/or pool access items are to be returned to HRG office and any garage openers are to be placed on kitchen countertop at lease end. Failure to do so will result in tenant being charged \$200 to re-key all locks and will be taken from Security Deposit. Likewise the cost to replace garage opener(s) and pool access items will be taken from the Security Deposit.
14. **Security Deposit and any Refundable Pet fees referenced at the beginning of this addendum will be held in Harrison Realty Group's Trust Account at Vantage South Bank, Raleigh, NC** for the duration of this lease. These funds were deposited at approval. Funds will be disbursed to Tenant after they have vacated premise and a move out inspection has been performed by HRG and any damages are assessed. This will be executed within 30 days after Tenant has moved out according to NC Real Estate law. If the landlord's claim against the deposit can't be finalized within that time (for example, if necessary repairs haven't been completed), the landlord may send an interim accounting at the 30-day point and then a final accounting within 60 days.
15. No recreational vehicles, large contractor vehicles or trailers of any kind be allowed to be parked on the property, parking lots or in the street. All vehicles must have current inspection stickers, tags and be road ready. Disassembling of motor or cars is not permitted.
16. In the event that the Lessee, any member of the Lessee's family, any visitor, other licensee and/or invitee is arrested by a Law Enforcement Officer and charged with any criminal violation allegedly committed on the leased premises or on any common area for the use of the Lessee or his guest under this lease, the Lessor shall have the right, without notice or demand and therefore, to immediately terminate this Lease and there upon shall be entitled to immediate possession of the leased premises without regard to any contrary notices or demand requirements unless any separate provision of the lease. If in the Landlord's sole discretion, it becomes necessary to file a court action due to tenant breach of the lease, you the tenant agree to pay an administration fee as well as any court costs incurred by the landlord.

By signing below you have read and understand the Addendum to the Residential Contract:

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Landlord	Date	Landlord	Date

MAINTENANCE ADDENDUM

Premises: _____

PURPOSE. The purpose of this Addendum is to give you, the Tenant, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. **It does not list everything you are responsible for maintaining.** Depending on what type of residence you are leasing (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains, some items on the following list may not apply to you. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.**

VEHICLES

- You and your guests may park only in designated areas and not on the grass
- Keep driveways free of oil and grease
- Do not keep inoperable or unlicensed vehicles on the property
- You and your guests may not work on motor vehicles in the parking lot of the complex
- **N/A**

LIGHTS, FILTERS, FUSES, ETC.

- Replace burned-out electric light bulbs and blown fuses
- Reset tripped circuit breakers and oven timers
- Leave working light bulbs in all electrical sockets at end of tenancy
- Relight oil or gas furnaces and hot water heaters
- Replace heating/air conditioning filters every month. HVAC experts say use the less expensive filters.
- Leave new filter in the air return at end of tenancy
- **Replace smoke and CO detector batteries as needed.**

CARPETS

- Use a professional carpet cleaning service to steam clean carpets per lease addendum.
- **N/A**

FIRE SAFETY

- If you have never used a fireplace before, ask for instruction on how to use it
- Do not store ashes in trash cans
- Do not build a wood fire in a fireplace that has connections for gas logs
- Do not use kerosene heaters
- Do not use grills within 10 feet (horizontally or vertically) of anything that will burn
- **N/A**

WATER LINES. To help prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle and place lights as appropriate
- If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house
- Disconnect garden hoses from the outside faucets
- **Do not dispose of grease of any kind down drains**

PEST EXTERMINATION

- Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice and other pests
- **Over the counter pest sprays are to be used by tenant. Ortho Home Defense Max is recommended.**

LOCKS

- Do not change or remove any existing locks or add any additional locks without Agent's written permission
- Immediately provide Agent keys for any changed or additional locks
- **N/A**

Page 1 of 2



North Carolina Association of REALTORS®, Inc.

Tenant Initials _____



STANDARD FORM 440 – T

Revised 7/2004

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MOLD AND MILDEW. To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis
- Remove moisture on windows, walls, and other surfaces as soon as possible
- Immediately notify Agent of any evidence of a water leak or excessive moisture or standing water
- Immediately notify Agent of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products
- Immediately notify Agent of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems
- Immediately notify Agent of any inoperable doors or windows
- **N/A**

EXTERIOR MAINTENANCE

- Mow the grass in a timely manner
- Clean any gutters and trim any shrubs at least semi-annually
- Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles
- **N/A**

REPAIRS

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you
- If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you
- You will be charged for any service calls to repair items that you are responsible for maintaining
- You may not authorize any maintenance or repairs at Landlord's or Agent's expense
- You will not be reimbursed for any unauthorized repairs that Landlord is responsible for
- **You are responsible for clogged toilets Etc & should seek professional help if needed**

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT:

LANDLORD:

Tenant 1

Date

Landlord 1

(SEAL)

Tenant 2

Date

Landlord 2

(SEAL)

Tenant 3

Date

By: _____, AGENT

Judy Harrison

Tenant 4

Date

Harrison Realty Group (SEAL)

HARRISON REALTY GROUP
8392 SIX FORKS ROAD SUITE 203, RALEIGH NC 27615
PET ADDENDUM

Premises: _____

This Addendum is attached to and made a part of the Residential Rental Contract ("Contract") between Landlord and Tenant for the Premises.

Landlord agrees that Tenant shall be permitted to keep a pet of the type described below on the Premises on the following terms and conditions:

1. **Permitted Pet/Removal:**

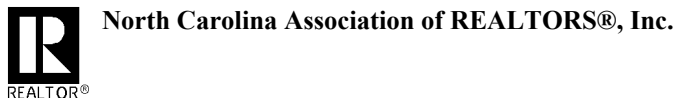
- a. Type Of Pet Permitted: _____
- b. The Tenant shall remove any pet previously permitted within 72 hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized.

2. **Pet Fee:** Tenant shall pay a Refundable Pet Fee in the amount of \$ _____ ("Pet Fee"). Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall hold in HRG Trust Account until end of lease and an inspection has been completed after move out. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by any pet kept by Tenant on the Premises, whether the damage is to the Premises or to any common areas used in conjunction with them.

3. **Indemnity:** Tenant agrees to indemnify and hold Landlord and Landlord's agents harmless from any liability to third parties which may result from Tenant's keeping of such pet.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT: _____ (SEAL) LANDLORD: _____ (SEAL)
Tenant 1 _____ Landlord 1
Date: _____
_____ (SEAL) _____ (SEAL)
Tenant 2 _____ Landlord 2
Date: _____
_____ (SEAL) By: Judy Harrison, Harrison Realty Group AGENT
Tenant 3 _____ Date: _____ (SEAL)
_____ (SEAL) _____
Tenant 4 _____ Date: _____



Harrison Realty Group 8392 Six Forks Road Suite 203 Raleigh, NC 27615
Phone: (919)439-9039 Fax: (919)324-3540 Judy Harrison



STANDARD FORM 442 - T
Created 1/2013
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PET ADDENDUM

Property Address: _____
Tenant(s): _____
Pets Allowed: _____

Tenant must abide by any HOA Rules & Regulations for the neighborhood. Dogs must be kept under control and on a leash when walking in neighborhood. Pet Waste must be picked up and disposed of properly both inside and outside the rental property and common neighborhood grounds. No excrement is to remain on the grounds. Rats are attracted to pet waste and food. Please feed pet inside home only. Pets are barred from any community area such as pool, tennis court or playgrounds (if applicable).

Tenant will prevent pet from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.

Tenant must insure that pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current. Tenant will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time.

Tenant will remove or secure any pet(s) on the premises when property is on the market or when repairs are scheduled.

Resident will permit the HRG/Landlord to professionally treat the premises, including grounds (if necessary), for fleas and ticks, and clean home and all carpets when resident vacates the premises. The contractors used will be the HRG/Landlord contractors.

Pet will not cause any damage to the property. Tenant is financially responsible for any and all damage caused by his/her pet. Security Deposit/Pet Deposit will be returned to the Tenant after an inspection has determined that there are no damages caused by the pet and all other terms of the release of deposit have been met. If the deposit is not sufficient to repair pet damages, Tenant agrees to promptly pay HRG/Landlord for the remaining expenses.

Tenant agrees that HRG/Landlord will not be responsible for the injury, harm, or death of the animal, and agrees to hold HRG/Landlord harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages caused by the pet as well as the entire amount of any injury to individuals or property. **Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.**

Should the Tenant fail to comply with any part of this Pet Agreement, HRG/ Landlord reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet from the Property within 72 hours of receiving written notice thereof from the Landlord; failure to comply with same shall be grounds for immediate termination of the Residential Lease Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET. I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY. **By signing below you have read and understand the Addendum to the Residential Contract:**

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date

NOISE ORDINANCE ADDENDUM

Property Address: _____
Tenant(s): _____

With more than 300,000 people in Raleigh, it's imperative that we are considerate of our neighbors. Noise, especially at night, can be a serious problem not only for those that have to hear it, but for those making the racket. The City of Raleigh enforces noise ordinances to help keep its neighborhoods pleasant places to live.

The City Code (see sec. 12-5007(c).Sec 12-5008) gives specific details of the noise-related laws in Raleigh. Furthermore, Section 13-3017 outlines the laws regarding nuisance parties. Both tenants and landlords should familiarize themselves with these laws. **The Citywide noise ordinance dictates that quite hours are from 11:00 pm until 7:00 a.m. 7 days a week**

NOISE

Please remember that Raleigh places limits on loud music coming from automobiles. Under the ordinance, music must be contained to a distance of no more than 50 feet from the vehicle. Covered under the law are: radios, stereo receivers, cassette tape players, compact disc players and other similar devices. The ordinance particularly is aimed at motorists who drive through residential areas playing loud music. Violation of the ordinance is a misdemeanor that carries a jail sentence of up to 30 days and a maximum fine of \$500.

Ordinance Number 2000 - 848

An ordinance to create regulations for the control of certain parties and other social gatherings that tend to create neighbor-hood problems.

Section 1. A new Sec. 13-3017 of the Raleigh City Code is hereby enacted to read as follows:

Sec. 13-3017. Nuisance Party.

- a. Definition. A nuisance party is a party or other social gathering conducted in the city and which, by reason of the conduct of those persons in attendance, results in any one or more of the following conditions or occurrences: public drinking or drunkness; public urination or defecation; the unlawful sale, furnishing, or consumption of alcoholic beverages; the unlawful deposit of trash or litter on public or private property; the destruction of public or private property; the generation of pedestrian or vehicular traffic which obstructs the free flow of residential traffic or interferes with the ability to provide emergency services; excessive, unnecessary or unusual loud noise which disturbs the repose of the neighborhood; public disturbances, brawls, fights, quarrels, or any other activity resulting in conditions that annoy, injure or endanger the safety, health, comfort or repose of the neighboring residents, or results in any obscene conduct, or results in any criminal exhibition or indecent exposure by persons at the gathering.
- b. Any person being the owner, occupant, tenant or otherwise having any possessory control of any degree of any premises who either sponsors, conducts, hosts, invites, suffers, permits, or continues to allow a gathering to continue which is or becomes a nuisance as described in subsection (a) above is in violation of this section and may be punished by any of the criminal or civil enforcement penalties available to municipalities. Any person attending a nuisance party is also in violation of this section.
- c. The Section shall not apply to a gathering held at location holding valid entertainment center permits or any other gathering authorized by this code.

Section 2. This ordinance is effective upon adoption. ADOPTED: July 18, 2000 EFFECTIVE: July 18, 2000

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date



Barbecue / Grilling Addendum

In accordance with the Uniform Fire Code, the use or burning of any incinerator, barbecue grill (propane, charcoal, electric or other), or similar device, within the Unit or on any decks, porches or balconies inside the Unit or within (10) linear feet of any building or adjoining property line is strictly prohibited.

City Fire Inspectors will make random inspections to ensure that residents are in compliance with the City Ordinance. In addition to constituting a default under this Lease, citations may be issued by the City to those who violate the ordinance.

SAMPLE

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date