

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and deemed executed on the latter of the dates of signatures on page 5 (if signatures are not concurrent), _____ by and between _____ (hereinafter referred to as "LANDLORD") and _____ (hereinafter referred to as "TENANT").

The parties acknowledge that the agreements contained herein are sufficient consideration for the execution of this Lease Agreement

THAT FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, the Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the property known and described as

_____ **the following terms and conditions:**

1. TERM This Lease is for a rental period as follows:

FROM: _____, 201_____

TO: _____, 201_____

2. RENT The monthly rental during said term shall be _____, which shall be paid on or before the first (1st) day of each month during the rental period outlined above. A five percent (5%) late payment penalty shall be assessed if the rent is not received by the Landlord by the fifth (5th) day of the month. Rental payments shall be by **CERTIFIED CHECK ONLY or as directed by Landlord. There shall be a \$25.00 fee assessed to Tenant for any check returned for insufficient funds or account closed.**

WAIVER OF NOTICE OF DEFAULT TENANT HEREBY WAIVE ANY REQUIREMENT OF NOTICE OF DEFAULT AND SPECIFICALLY WAIVE THE 10-DAY NOTICE REQUIREMENT PRIOR TO FILING EVICTION PROCEEDINGS.

SECURITY DEPOSIT A security deposit equal to two (2) months rent shall be and only be released upon the sole and ultimate authority of Landlord, who may deduct from amounts held to remedy damage or to allow repairs to Property after this lease has terminated. The security deposit is payable by forwarding a double monthly payment to Landlord in the first two months of the tenancy.

3. CONDITIONS OF LEASE The following are conditions on which this Lease is made and accepted:

(a) prompt payment of the rent monthly, as required above.

Tenant Initials _____

Landlord Initials _____

(b) performance of all other covenants and conditions contained herein

Landlord may at his option terminate this Lease Agreement if Tenant fails to pay rent as due.

Should Tenant fail to comply with any of the material provisions of this Lease (other than payment of rent) or materially fail to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance, then and in that event, Landlord may terminate this Lease.

4. NO WAIVER OF RIGHTS Landlord's failure to take advantage of any default by Tenant shall not be construed as a waiver thereof. Any custom or practice that may arise by the conduct of the Landlord and Tenant during the term of this Lease, shall not be construed as a waiver of rights granted hereunder. Any forbearance by Landlord as to the requirements of this Lease shall not be construed as a waiver of Landlord's right to insist upon performance of the provisions hereof.

5. ABANDONMENT BY TENANT If Tenant abandon or vacate this property, Landlord may, upon providing Tenant with ten (10) days written notice, declare this Lease terminated. The failure to occupy this property for a continuous period of thirty (30) days shall be conclusive evidence that Tenant have abandoned this property. Any of Tenant' personal property located in or about this property after this 30-day period shall also be deemed abandoned and may be removed by Landlord and disposed of by Landlord without any liability to Tenant therefore. Landlord shall use his best efforts to re-rent this property. However, Tenant shall be liable to Landlord for all damages suffered by Landlord by reason of such forfeiture, including but not limited to:

(a) actual damages suffered by Landlord until this property is re-rented, including reasonable expenses incurred in re-renting this property, and

(b) the difference between the rent received by Landlord upon re-renting and the rent that would have been received by Landlord pursuant to this Lease during the term of this Lease had it been fully rented by Tenant during the entire term hereof.

Landlord's remedies hereunder are cumulative and do not affect any other remedies Landlord has or may have as a result of Tenant' default hereunder in equity or at law.

6. OCCUPANTS The premises shall be used only as a private residential dwelling. Tenant is required to occupy this property as his personal residence, it being understood and agreed that Tenant shall NOT have the right to sublet or rent this property. The premises should be occupied by Tenant, his spouse and immediate family only. One small dog is permitted.

7. RE-ENTRY BY LANDLORD The Landlord reserves the right to enter the premises at reasonable times for the purposes of:

(a) inspecting its condition and making such repairs, alterations, or improvements to the premises as the Landlord considers desirable or necessary, but Landlord shall have no duty to make any such repairs, alterations, or improvements except as hereinafter specifically set out.

(b) during the last sixty (60) days of the rental period, exhibiting the premises to prospective renters.

8. USE OF PREMISES The Tenant shall exercise due care in the use of the premises. The premises and appurtenances thereto are hereby delivered to the control of the Tenant who accept the same **AS IS**, and agree that the Landlord shall not be liable to the Tenant or any other person for any loss, injury, or damage to person or property arising out of the failure of any plumbing, heating, air conditioning, pool and spa, electric, gas, water, or sewage systems, or storm, flood, fire, or any other catastrophe, or moths, termites, or vermin, of any latent defects, or from any other cause whatsoever, whether or not due to the negligent acts or admissions of the Landlord, Tenant or other occupants of the premises.

TENANT SHALL BE RESPONSIBLE FOR ANY REPAIRS/MAINTENANCE TO THE ELECTRICAL, PLUMBING, HEATING SYSTEMS. Should any HVAC system fail entirely, landlord shall be responsible for replacement. Tenant shall not make any major repairs, alterations, improvements or changes of any kind to this property without the prior written consent of Landlord. It is the specific intent of this provision that Landlord shall at all times during the term of this Lease maintain full control of the condition of this property and that Tenant shall not have the right to make any changes thereto without the prior written consent of Landlord. However, it is specifically provided and understood that minor repairs may be done by Tenant without Landlord's prior written consent. It is the parties' intent that Tenant be allowed to make cosmetic improvements and changes to the property and that there shall be no structural or major renovations or changes without Landlord's prior written consent. Any repairs, alterations, improvements or changes authorized under this Lease, whether minor or major, shall be paid for solely by Tenant. Tenant shall be solely responsible for payment of all materials and labor associated with any work performed on this property and shall discharge immediately any contractor's liens filed against this property. Tenant shall assure that all such changes to the property are in accordance with all applicable governmental regulations, zoning ordinances, building standards, restrictions, homeowners association rules and regulations. Tenant save and hold harmless Landlord for any and all damages, claims, costs, expenses and liabilities incurred by reason of any changes made by Tenant pursuant to this paragraph. All changes by Tenant shall become the property of Landlord in the event Tenant default hereunder.

9. NO UNLAWFUL USE The Tenant agree that they shall not make or allow to be made any unlawful or offensive use of the premises (which shall specifically include excessive noise, noise at unusual hours of the day or night, excessive vehicular or pedestrian traffic or same at unusual hours of the day or night).

TENANT SHALL USE THE HEATING SYSTEMS INSTALLED BY LANDLORD AND SHALL NOT USE ANY OTHER TYPE OF HEATING SYSTEM, AND SPECIFICALLY SHALL NOT USE COAL OR WOOD BURNING STOVES OF ANY KIND.

10. MAINTENANCE OF PREMISES Tenant has inspected this property prior to execution of this lease, therefore no inspections or repair issues are at issue or addressed. The property and all of its components are in good working condition and not in need of immediate repairs. The Tenant agree to keep the premises in good order and in a clean and sanitary condition, normal wear and tear excepted. All costs of maintenance, repairs or refurbishments shall be borne exclusively by Tenant after the date of this Lease. Tenant shall make all repairs to the heating or water systems, electric lights or wires, pool and spa, and any other fixtures, appliances or appurtenances, upon demand by Landlord, it being the specific intent that Tenant shall make all necessary repairs to this property and that Landlord may make demand that Tenant make

repairs, in the sole discretion of the Landlord. Tenant specifically agrees to keep the premises in good repair, including water pipes, plumbing and heating/air conditioning/ventilation systems, pool and spa and to deliver up the premises at the end of the term or sooner upon lawful termination of this lease, in the same condition as the same now are, ordinary wear and tear excepted. Landlord shall not be responsible for any repair items relative to this house and property.

11. INSURANCE Tenant shall be solely responsible for their personal property and belongings located in or around this property during the term of this Lease. They are required to have renter's insurance at all times, for the protection of Tenant' personal property and belongings. Landlord shall not be liable to Tenant for damage, destruction or loss relative to Tenant' personal property or belongings for any reason during the term of this Lease.

12. DESTRUCTION OF PREMISES In the event this property is destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Landord, this Lease shall terminate from such time as said property is rendered untenantable (except for the purpose of enforcing any rights that may have accrued hereunder prior to the date of said disaster). The rent required hereunder shall be adjusted such that Tenant shall pay up to the date of such disaster. Should only a part of the property be rendered untenantable, the rent required hereunder shall abate in proporation to the whole, such that Tenant pays rent only for such portion of said property as is tenantable. Following any such disaster, Landlord shall restore the property to its full use and condition as speedily as practical, after which the full rent shall re-commence and this Lease shall continue in full force and effect as constituted prior to said disaster.

13. UTILITIES, LAWN, POOL & GARBAGE The Tenant shall pay all electric, gas, water, garbage, telephone and other utilities as they come due. Tenant agree to use Landlord's service providers for lawn and pool maintenance and pay monthly fees as they become due. In the event Tenant does not pay billed fees within 15 (fifteen) days of the due date, that amount will be added to the following months rent and be due and payable without demand along with rent.

14 ATTORNEY'S FEES In the event Landlord files eviction proceedings against Tenant for any reason, Tenant agree to pay Landlord's attorney fees of not less than \$500.00 plus any court costs incurred by Landlord. Prior to termination of eviction proceedings, Tenant shall be required to pay all rent past due plus late charges, filing fees, and attorney's fees, regardless of whether said case has gone to trial.

15. CRIMINAL ACTIVITY It is specifically provided and understood that Landlord may cancel this Lease should this house be seized or held in any manner due to illegal activity or alleged illegal activity, whether Tenant are the direct cause of such seizure or not and whether Tenant had knowledge of such activity or not. It is intended that the right to cancel this Lease pursuant to this provision be without notice to Tenant. Tenant, any member of Tenant' household, or guest or other person under the Tenant' control, shall not engage in or facilitate any criminal activity on or near the premises. This includes the illegal manufacture, sale, distribution or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802). A violation of this provision shall be a substantial breach of this Lease and shall entitle Landlord to evict Tenant without notice. Proof of a violation of this provision shall be by a preponderance of the evidence. Further, it is irrelevant whether Tenant knew of the illegal activity or not, it being sufficient that the activity occurred on or near the premises to trigger this default provision. This provision is intended to allow Landlord to keep

the premises free of actual or suspected illegal activity and drug-related activity without requiring that Tenant, a member of Tenant' household or a guest of Tenant being criminally convicted of same. Tenant shall not allow this dwelling to be used for illegal activity or drug-related activity, whether or not Tenant had actual knowledge of same.

16. **SUBORDINATION** Tenant agree to timely execute, upon request from Landlord, any document or instrument necessary to evidence the subordination of this Lease to any mortgage which Landlord now or hereafter place upon the property.

17. **BENEFIT** This Lease shall inure to and be binding upon the parties hereto, their heirs, successors, personal representative and/or assigns

18. **COUNTERPARTS** This Lease may be signed in counterparts, at different dates by the different parties. Each Counterpart is deemed an original, the date of executing being defined as the date the later Party signs their instrument.

19. **Harry Marsh Law** This general lease was originally drafted by Harry Marsh Law ("HML"). Its users assume all liability and risk of using the lease and waives any professional obligation owed to them by HML unless specifically contracted between Parties and HML. There is no replacement for adequate, independent legal counsel. All users agree that they will have this document reviewed by their own independent legal counsel.

IN WITNESS whereof, the parties have hereunto set their hands and seals, the day and year last written below.

Landlord (SEAL)

Date: _____

Tenant (SEAL)

Date: _____