

THIS RESIDENTIAL LEASE AGREEMENT is made this _____ day of _____, by and between:

Hereinafter referred to as ("Manager") and _____, hereinafter referred to as "Resident", (whether one or more).

1. **Premises.** In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Lease and the Security Deposit Agreement executed simultaneously herewith, Manager hereby demises and lease the following premises to Resident located at the following: _____, Raleigh, NC, hereinafter referred to as "Premises", together with the furniture, furnishings and personal property contained therein.
2. **Term.** The term of this Lease shall commence on, _____, and shall expire on, _____. If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior tenant; Manager shall not be liable to Resident in any respect for such delay, and this Lease shall remain in force, subject to the following: (1) The rental shall be abated on a daily basis during shall be entitled only to a refund of the Resident's Security Deposit. Such conditions shall not apply to cleaning or repairs.
3. **Rent.** Resident agrees to pay Manager the sum of \$ _____ per month for rent. The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease. Rent shall be payable at leasing or business office or at such other place or places as Manager may at any time or from time to time designate in writing to Resident.
4. **Late Charges.** If a rental payment is not paid (a post mark date of the 5th of each month is acceptable) by the fifth (5th) of each month, Resident shall pay a late charge of Thirty Five and 0/100 Dollars (**\$35.00**) and after the 5th day of the month if rent is not paid, Resident shall pay the late fee of \$35.00 plus \$10.00 per day until the 10th of the month. The eviction process begins on the 10th of the month unless written authorization is given by the Manager and/or Owner. If Rent is late two times within a year, on the third occasion in which rent is late, **EVICTIION** will be automatic unless written authorization is given from the Manager and/or owner. Additional provisions are:
 - a. If Resident gives Manager a check that is returned for nonpayment during the term of the Lease, then the future rent shall be payable by cashier's check or money order.
 - b. If Resident's rental payment or late charge check fails to clear the bank, a service charge of **\$ 25.00** will be assessed in addition to the accrued late charge.
5. **Non-Refundable Pet Fee.** No animals, birds or pets of any kind will be permitted to be kept on or about the premises or elsewhere within the property without the prior **written** consent of Manager, and then only upon such terms and conditions as Manager may prescribe. In the event Manager gives such prior written consent, then, in addition to the Rent and Security Deposit provided for herein, Resident agrees to pay a fee of **\$450.00** for each animal each year that the Resident inhabits the property, bird or pet that is to be kept in or about the premises or elsewhere within the property. If no pet is integral with the Resident, there is no fee. If it is discovered that a pet is housed at the location, then that would constitute a breach of contract and eviction will be immediate unless written authorization is provided by the Manager.

- 6. Non-Refundable Administrative Fee.** In addition to the rent and Security Deposit provided herein, Resident agrees to pay a one (1)-time fee of \$ 30.00. This fee covers a criminal background check and a credit check. If no Social Security number can be provided an additional \$25.00 per month charge will be added to the monthly rent.
- 7. Security Deposit.** Upon signing this Lease, the Resident shall deposit with Manager the total sum of \$.00, as a Security Deposit to be held pursuant to the Security Deposit Agreement attached to this Lease and incorporated by reference for all purposes. Manager's right to recover additions sums for damages to the premises shall not be limited by the amount of the Security Deposit. Manager shall have the right, if not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Residents faults in the payment of rent or in the performance of covenants or agreements contained herein. The security deposit will be held in a secure US Bond. All interest earned on the Bond will belong to the owner of the property. By signing the lease agreement the Resident agrees to allow the owner to retain the interest from the Bond. Damage beyond normal wear and tear will be recovered from the Security Deposit.
- 8. Non-Liability of Manager.** Resident agrees that Manager, its employees, or agents shall not be liable for any damage or injury to Resident, Resident's family, agents, employees or guests, or to any person entering the premise of the building of which the leased premises are a part, for injury to person or property arising from theft, vandalism, or casualty occurring in the premises or the buildings, premises to include the lake or surrounding areas. The resident shall at all times maintain adequate fire, casualty and liability insurance to insure against the risks described above. The Manager has no liability for any injuries that might occur on the property, even injuries that arise from slips, trips and falls.
- 9. Move-In Date.** The proposed move-in date shall be . Rent shall be due from that date until the end of the month in the sum of \$. Resident's possession of the premises shall start on the move in date. The fact that Resident occupies the premises prior to the term of the Lease as defined in paragraph 2 above shall in no way affect the tem of this Lease. Performance of all obligations, covenants and conditions shall be due from both Manager and Residents as the move-in date.
- 10. Uses and Occupancy of Premises.** The premises shall be used by Resident only as a private residence. The premises will be occupied only by:
(List ALL Occupants)
- _____
- _____
- _____
- 11. Acceptances and Care of Premises.** Prior to tendering security deposit, Resident has been furnished, for permanent retention, a list of any existing damage of the premises. Resident shall have the right to inspect the premises to ascertain the accuracy of the list prior to taken occupancy. Resident shall have the right to report any other defects or damages of which Resident becomes aware within 72 hours after Resident is give possession of the premises. Such damages and defects shall be listed below and shall be signed by both Resident and Manager.
- _____
- _____

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- 12. Failure to Vacate After Notice.** If Resident gives notice for vacation of the premises, and fails to completely vacate prior to the expiration of the notice, Resident shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease and Security Deposit Agreement, for three times the daily rent.
- 13. Reimbursement by Resident.** Resident agrees to reimburse Manager promptly in the amount of the loss, property damage, or cost of repairs of service (including plumbing trouble) cause by negligence or improper use by Resident, Resident's agents, invitees, family or guest. Resident shall be responsible for any damages resulting from wear and tear of the property. Such reimbursements shall be due immediately upon demand by Manager.
- 14. Right of Entry.** Manager shall have the right to enter upon the premises at all reasonable hours for the purposes of inspecting the same and making necessary repairs and maintenance thereto.
- 15. Inspections.** Manager and/or Maintenance have the right to enter for the purposes of inspecting the premises on a quarterly basis. Resident will be given a schedule of the inspections.
- 16. Subletting and Assignment.** Subletting, assignment or securing a replacement will be allowed only upon the prior written consent of Manager. Notwithstanding, Resident shall at all times remain full responsible and liable for the payment of the rent and the condition of the premises.
- 17. Default by Resident.** In the event Resident fails to make any rental payment herein provided within the time required, or in the event Resident fails to comply with any other term, conditions, or agreement herein contained, or if the Resident abandons the premises, Manager, at its option, may enforce the performance of this Lease in any manner provided by law, or may give notice to Resident of its election to terminate this Lease if such default continues for a period of three (3) days from and after the date of notification by Manager to Resident of such default or such period of time as mandated by law. Failure to vacate premises will result in removal of **ALL** of Residents personal belongs for the premises.
- 18. Carbon Monoxide.** So as to minimize the risk associated with carbon monoxide, no heating devices or generators that use combustible fuel shall be placed or operated within 10 feet of the premises. The premises have both a smoke detector and the ability to detect Carbon Monoxide.
- 19. Release of Resident.** In the event Resident is or becomes a member of the Armed Forces and is required to move to permanent change of station orders to depart 40 miles or more form the location of the premises or is premature discharged or released from active duty, then Resident may terminate this Lease. The Resident will be provided with a release of tenant agreement. If the Resident terminates the Lease, the security deposit will automatically belong to the Manager/Owner.
- 20. General.** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by and instrument in writing signed by Resident and Manager. Resident waives, and assigns to Manager all homestead rights and exemptions which Resident may have under any law as against any obligation owing under this Lease.
- 21. No Smoking Policy.** Under agreement of this lease Resident agrees not to allow friends, invitees, family and guest not to smoke indoors of the premises. If evidence is found that

smoking has taken place within the premises, then Resident forfeits the Security deposit and is given a warning in writing. If evidence of smoking inside of the premises is found a second time the Resident must vacate the Premises within 30 days.

- 22. Smoke Detector.** The premises have been equipped with one or more smoke detectors for Resident's protection. Resident is responsible for replace the batteries to insure continuous operation. Management/Maintenance will check for operation quarterly.
- 23. Security Deposit Agreement.** Resident understands that the Security Deposit is security for performance by Resident of the terms and conditions of the Lease, and may not be applied by the Resident towards rent or other charges due while Resident remains in possession of the premises.
- 24. Number of Tenants.** For the three bedroom units, no more than FIVE (5) tenants are allowed unless written approval is given from the Manager. If it is found that more people are living in the premises than originally agreed to in writing and/or signed within this document the Resident agrees to move out within 30 days.
- 25. Yard Cleanliness.** The Resident agrees to maintain the yard and cut the grass. Specifically, the grass must be below 8 inches at all times. No car/automobile work and/or maintenance are to be performed in the yard. If trash (i.e. beer and beverage cans, cigarette packages) is found in the yard the Resident agrees to clean. If a verbal warning has been given and a written warning has been given by the Manager and/or Owner, the Manager has the right to EVICT the Resident after the third notice and second written notice. **IF drug paraphernalia is found on the premises the tenant will be EVICTED IMMEDIATELY.**
- 26. Allowed Number of Cars.** At any time there will be no more than 3 vehicles in the yard and/or parked in front of the house. **NO CARS ARE ALLOWED ON THE GRASS.** Visitors that are staying for over 7 days are included under Section 25. Section 25 does not apply to visitors staying less than 7 days.
- 27. Move Out Provisions.** When Resident moves out the Premises, and inspection of the condition of the same shall be made after all personal effects of the Resident have been removed. Resident should accompany Manager during said inspection to help resolve any problems that may arise. A charge of \$35.00 for each unreturned key will be made, and a \$75.00 charge will be made for replacing locks shall be assessed if all door keys to the premises are not returned to Manger. If the carpet and or hardwood floors are damaged beyond repair the Resident forfeits 100% of the security deposit.

28. List of vehicles that will be present on the premises:

Any breach of items 1-28 will be considered a breach of contract. After any breach, the ten day clock begins on the eviction terms.

READ THIS LEASE BEFORE SIGNING

Addendum:

Resident(s):

Manager:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Manager Signature /Date