

North Carolina Apartment Lease

Durham County

BY THIS AGREEMENT, made and entered into on _____, **20**_____, between **Ticon Properties LLC**, herein referred to as Property Manager and/or Landlord, and **Bryce Logue**, herein referred to as Tenant, Landlord demises and let to Tenant hires and takes as Tenant of Landlord, Apartment Number 5010-201 known as **Glen Brook West II**, situated at **Gerratt Rd** in the City of Durham, County of Durham, State of North Carolina, to be used and occupied by Tenant as a residence and for no other use or purpose whatsoever, for a term of **6** months, beginning **2021-07-15**, and ending **2021-07-16**, at a total rental of **\$12,000.00** payable in monthly installments of **\$1,000.00** in advance, during the entire term of this Lease to the Landlord at **4904 Garrett Road, Durham, NC 27707** or to any other person or agent and any other time or place that Landlord may designate.

Should the premises described above not be surrendered to Landlord on a timely basis in order to prepare and lease to You, then Landlord may return the deposit to You and the Landlord and You are free of obligation. In the alternative, You may choose to lease another available apartment unit at the scheduled rental rate for that other apartment.

RENT PAYMENT POLICY

- 1. ALL RENT IS DUE IN ADVANCE BY THE 1ST DAY OF THE MONTH.
- 2. PAYMENTS WILL BE POSTED TO PAST DUE RENT, FEES AND MISCELLANEOUS CHARGES, WITH THE BALANCE TO BE POSTED TO CURRENT RENT.
- 3. PAYMENTS RECEIVED IN OUR OFFICE ON THE 5TH BY 5:00 P.M. ARE CONSIDERED CURRENT (NO EXCEPTIONS ON WEEKENDS OR HOLIDAYS). BEGINNING ON THE 6TH, ANY PAYMENT RECEIVED WILL BE CHARGED A 5% LATE FEE PER MONTH.
- 4. IF YOUR PAYMENT ARRIVES IN OUR OFFICE AFTER THE 5TH AND DOES NOT INCLUDE THE PROPER LATE FEES, YOU WILL BE BILLED.
- 5. LEGAL ACTION WILL BE TAKEN FOR DELINQUENT RENT AFTER THE 15TH SEEKING A MONEY JUDGMENT AND/OR POSSESSION OF THE PROPERTY. COURT COSTS AND PROCESSING FEES WILL BE CHARGED TO YOUR ACCOUNT.

1. SECURITY DEPOSIT. On the execution of this Lease, Tenant deposits with Landlord \$300.00 receipt of which is acknowledged by Landlord, as security for the faith and performance by the Tenant for the terms hereof, to be returned to Tenant on the full and faithful performance by him/her of the provisions hereof.

THE LANDLORD MAY DEPOSIT THE SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT, ANY INTEREST EARNED FROM THE DEPOSIT ARE THE SOLE PROPERTY OF THE LANDLORD AND THE TENANT HAS NO ENTITLEMENT TO ANY INTEREST EARNED ON THE DEPOSIT. YOUR SECURITY DEPOSIT IS BEING HELD IN A TRUST ACCOUNT AT Branch Banking and Trust Co. 595 S. Duke Street, Durham, NC 27701.

If the Tenant fulfills all other provisions of this Lease, this security deposit shall be used for any outstanding account balance and any damages sustained by the Landlord by reason of the negligence of the Tenant, insofar as cleaning, maintenance and repair of said apartment is concerned, the remainder of said deposit shall be refunded to Tenant, provided further that Tenant’s liability to Landlord for damages sustained by reason of his negligence shall not be limited to the amount of security deposited hereunder. **Nicotine stains and odor due to cigarette smoke are not considered normal wear and tear and associated charges shall be deducted from the security deposit. Stains and odors from the lingering effects of cooking are not considered normal wear and tear and associated charges shall be deducted from the security deposit.**

It is strongly recommended that Tenant be present during the post move-out inspection by Landlord. If Tenant elects not to be present, then he/she accepts Landlord’s analysis of the situation and accepts the related charges.

2. NUMBER OF OCCUPANTS. Tenant agrees that the Leased apartment shall be occupied by no more than **2** persons, consisting of **1** adults and **1** children under the age of **18** years, without written consent of the Landlord. Tenant lists the following persons as occupants: Bryce Logue, Addisyn. Should any other person wish to stay in the apartment over 14 days, then it is required that an Occupancy Application be submitted for that person and reviewed by Property Manager and/or Landlord prior to occupancy to see if occupancy by that person will be permitted. Failure to submit an Occupancy Application is a breach of this Apartment Lease and is grounds for Termination of this Lease under paragraph **16. DEFAULT** below for failure to comply with a provision of this Apartment Lease.

3. ASSIGNMENT AND SUBLETTING. Without the prior written consent of the Landlord, Tenant shall not assign this Lease, or sublet the premises of any part thereof. Consent by the Landlord to one assignment of subletting shall not be deemed to be consent to any subsequent assignment or subletting.

4. SHOWING APARTMENT FOR RENTAL.Tenant hereby grants permission to Landlord to show the apartment to new rental applicants at reasonable hours of the day, within **60** days of the expiration of the term of this Lease.

5. ENTRY FOR INSPECTION, REPAIRS AND ALTERATIONS. Tenant covenants that the premises have been inspected and found to be in good order and repair and that no representation as to condition of repair has been made. Landlord shall have the right to enter the Leased premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the apartment or the apartment building, or to clean the apartment. Landlord shall be allowed to take all material into and upon the Premises that may be required

thereof without the same constituting an eviction of Tenant in whole or in part. If Tenant is not personally present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, to the extent permitted by law Landlord or Landlord's agents may enter the Premises by a master key, or in the event of any emergency, may forcibly enter the Premises, without rendering Landlord or such agents liable thereof (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property) and without in any manner affecting the obligations and covenants of the Lease.

6. UTILITIES. Electricity, gas, telephone, internet service and other utilities are not furnished as a part of this Lease unless otherwise indicated herein. Such expenses are the responsibility of and shall be maintained at the expense of the Tenant. **Yes** charges furnished to the apartment are included as a part of this Lease and shall be borne by the Landlord. Landlord will not reimburse for overages on Tenant’s utility bills or assessments.

7. REPAIRS, REDECORATION, OR ALTERATIONS. Landlord shall be responsible for repairs to the interior and exterior of the building; provided, however, repairs required through damage caused by the Tenant shall be charged to Tenant as additional rent. It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes in the Leased apartment without, in each case, first obtaining the written consent of the Landlord. A consent to a particular alteration, addition, improvement, or change, shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in the Leased dwelling of Tenant, with the exception of fixtures removable without damage to the apartment and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain in the Leased apartment at the expiration or sooner termination of this Lease.

INSTALLATION AND USE OF SATELLITES.

- 1. The dish must be one meter or less in diameter or a traditional stick-type antenna on a balcony railing or patio that is totally contained within the premises being leased.
- 2. No dish shall be installed on any common areas including outside walls, outside window sills, roofs, common area balconies, common area stairwells, front stoops or landscaped areas.
- 3. Landlord reserves the right to have Tenant move the dish to another location if it is visible from the street or detracts from the community as a whole.
- 4. No holes may be drilled in any exterior wall, interior wall, roof, window, window sills or balcony railing.
- 5. Tenant shall assume complete responsibility for real or personal property damage, including death or injury, caused by the satellite dish.
- 6. Provided the dish is installed in compliance with the above guidelines, the dish must be registered with the Landlord. Registering a dish includes labeling the dish and paying the \$75 satellite dish deposit. The satellite dish deposit is refundable in accordance with paragraph **1. SECURITY DEPOSIT.**

8. ANIMALS. Tenant shall keep no domestic or other animals in or about the apartment or on the apartment house premises without the written consent of the Landlord. **Approval of the pet shall be in the sole discretion of the Landlord. It is the discretion of the Property Manager to deny approval of a pet for any reason. Furthermore, pet approval may later be revoked by Property Manager for reasons of safety or to prevent damage to the residence or common areas, or for other reasons at the discretion of the Property Manager.**

- 1. All approved pets must be registered with the Landlord prior to being brought onto the property. Any pets brought onto the premises without prior authorization shall be deemed a violation of the Lease and the pet shall be immediately removed from the premises.
- 2. Registering a pet includes signing the necessary Pet Addendum and paying the \$200 non-refundable pet fee and refundable pet deposit. Pet deposits are as follows: One bedrooms: \$200; Two bedrooms: \$300; Three bedrooms: \$400.
- 3. A maximum of two (2) pets in one bedroom dwellings and three (3) pets in two or three bedroom dwellings.
- 4. The maximum weight of each pet may not exceed fifty (50) pounds at full maturity.
- 5. The maximum combined weight of limit of the pets shall not exceed one hundred (100) pounds at full maturity.
- 6. Proper documentation must be provided by a Veterinarian prior to acceptance of the pet for occupancy. Such documentation shall include the breed and maximum weight at maturity.
- 7. Pet shall be registered with the City or County, and current on Rabies Vaccines. Documentation from the City/County and Rabies vaccine dates from a Veterinarian are required.
- 8. Aggressive breeds will not be permitted. This includes, but not limited to, **Chow, Rottweiler, Mastiff, Doberman, Akita, German Shepherd, Staffordshire Terrier, and Pit Bull.**
- 9. Tenant shall immediately clean up any waste created by the pet anywhere on the grounds of the community. **Failure to clean up waste is a violation of the Lease and may result in the pet addendum being revoked and/or termination of the Lease.**
- 10. Pets may not be left outside or unattended anywhere including the back deck or porch.
- 11. Pets must be on a leash at all times when outside the confines of the apartment.
- 12. Tenant understands and agrees the presence of pet urine or other animal waste that may be deposited in the carpeting or flooring of the premises during Tenancy represents certain biological, health and safety hazards as well as offensive odors for yourself, neighboring and future Tenants. **Pet urine or animal waste is not considered normal wear and tear under any circumstances. There are no effective means of treating carpet that has been damaged due to pet urine to the satisfaction of future residents.** Tenant assumes full responsibility for the costs to replace all of the carpet in the premises (cost is the prorated amount based upon age of carpet). Tenant shall also bear the full cost to seal the floors prior to the new carpet being installed.
- 13. Landlord has the option to terminate this Lease under paragraph **16. DEFAULT** if a pet has damaged the Apartment or is part of the cause of unclean living conditions or odor.

9. PEST EXTERMINATION AND BED BUGS. Pest extermination is performed on an “as needed” basis. Extermination for fleas and ticks are the responsibility of the Tenant. **The apartment has been inspected for bed bugs prior to move in.** Landlord has implemented a comprehensive plan of action for Tenant to follow when encountering bed bugs. Tenant shall immediately notify the Landlord upon discovering bed bugs or the possibility of bed bugs. Landlord will contact a licensed pest management professional to reasonably treat infested apartments, for which the Tenant will be responsible for the cost. If the infestation spreads to adjacent apartments, the total cost will be charged to the originating apartment Leaseholder. All

Tenants will be required to follow our treatment program in order to protect the other Tenants, family members and guests. Tenant shall cooperate fully with the Landlord and the pest management professional. Failure to do so will result in a material breach of this Lease and termination of the Tenancy.

10. WASTE, NUISANCE, OR UNLAWFUL USE. Tenant agrees that he will not commit waste on the premises, or maintain or permit to be maintained a nuisance thereon, or permit the premises to be used in an unlawful manner.

Responsibilities of the Parties:

1. Except where caused by Landlord's actionable acts of negligence, Landlord shall not be liable for any personal injury to Tenant, or Tenant’s family, invitees, agents and employees, or to any other occupant or guest on any part of the Premises or for any damage of any property of Tenant, or Tenant’s family, invitees, agents or employees, or of any other occupant or guest on any part of the Premises.
2. Tenant covenants and agrees during the term of this Lease to indemnify and save harmless Landlord against and from any and all claims, damages, costs and expenses, including reasonable attorney fees, sustained or claimed to have been sustained by any person or persons or property in, upon or about the Premises. The above language notwithstanding, Landlord shall remain liable for the actionable acts of negligence on its part, on the part of its agents or employees. Tenant shall, for the duration of the Lease:
3. Use the Premises for residential purposes only and in a manner so as not to disturb Tenant’s neighbors;
4. Not use the Premises for any unlawful purpose or occupy the Premises in such a way as to constitute a nuisance;
5. Maintain vehicles in proper working order and have current vehicle registration tags. Parking availability is limited, and there is a limit of two parking spaces per unit. Vehicles must be parked in marked parking spaces. No trailers, boats, campers, recreational vehicles, or trucks over one ton, are allowed without written authorization. Any vehicle in violation of this agreement is subject to being towed at vehicle owners expense.
6. Keep the Premises, including but not limited to, all plumbing fixtures, facilities and appliances, and any common areas and yards used by Tenant in connection with the Premises, in a clean, safe, sanitary and presentable condition and free of clutter. **Tenant shall take reasonable steps to prevent growth of mold, mildew and other environmental issues. Tenant shall regularly run the climate control system and regularly open the blinds to prevent growth of mold. Failure to take these reasonable steps will result in cleaning fees assessed to Tenant.** Landlord has the option to terminate this Lease under paragraph **16. DEFAULT** if Tenant fails to keep the Premises in a clean, safe, sanitary or presentable condition as a failure of Tenant to comply with a term or condition of this Lease;
7. Section 504.8 of the North Carolina State Fire Prevention Code prohibits the use of gas, propane, charcoal or wood grills within ten (10) feet of multiple housing units. Use a metal container to clean ashes from fireplaces and grills. Dispose of all ashes and charcoal in a clean and safe manner;
8. Remove garbage and waste from the home in a clean and safe manner. A fine starting at \$25 will be assessed for items that are disposed of improperly.
9. Tenant may not park more than two vehicles on the property. Tenant must obtain written consent from Landlord to park more than two vehicles on the property.

11. WAIVER BY LANDLORD. WAIVER BY LANDLORD OF A BREACH OF ANY COVENANT OR DUTY OF TENANT UNDER THIS LEASE IS NOT A WAIVER OF A BREACH OF ANY OTHER COVENANT OR DUTY OF TENANT, OR OF ANY SUBSEQUENT BREACH OF THE SAME COVENANT OR DUTY.

12. TENANT’S HOLDING OVER. The parties agree that any holding over by Tenant under this Lease, without Landlord’s written consent, shall be a tenancy at will, which may be terminated by Landlord on 30 day notice in writing thereof. It is expressly agreed between the parties that the Landlord may change, whatever rate of rent he deems appropriate in such an instance. Landlord will notify Tenant of additional fees for a month to month Lease.

13. TERMINATION OF TENANCY BY LANDLORD. Inasmuch as the apartment complex is composed of numerous units, occupied by diverse persons, and whereas it is necessary for the Landlord to furnish to said occupants a proper area or environment in which to reside, now, therefore, it is expressly understood and agreed between the parties hereto, that if the Landlord deems it necessary to terminate this Lease in order to preserve the welfare, peace of mind, or the health of other Tenants in said apartment complex, Landlord shall give to Tenant 30 days’ notice in writing that said Lease is terminated and Landlord shall have the sole right of determination of whether it is for the best of interest of the persons residing in said apartment complex that this Lease be terminated in the manner hereinbefore set out. It is understood and agreed between the parties, that upon termination of this Lease, under this section, the security deposit will be refunded in accordance with the terms of this Lease, if all other terms of the Lease have been fulfilled by the Tenant.

Landlord may also have the option to terminate the Lease under **16. DEFAULT** if there is a failure to comply with a term or condition of this Lease. Termination under **16. DEFAULT** does not require a 30-day notification and may result in forfeiture of the Security Deposit.

14. COVENANT OF QUIET ENJOYMENT AND DELIVERY OF PREMISES. The Landlord covenants for the Tenant a quiet and peaceful possession of said premises during the term of this Lease. Also, that the Landlord is in peaceful possession of said premises and has good lawful right to Lease or assign same, and that the Landlord hereby guarantees same so long as the Tenant complies with the terms of this Lease. At the end of the term of this Lease, Tenant shall quit and deliver up the premises to Landlord in as good condition as they are now, ordinary wear, decay and damage by the elements excepted.

Noise/Sound: You agree that the concept of peaceful, safe and quiet enjoyment as defined by common law and N.C.G.S. Section 42 does not guarantee that the Home will be perfectly quiet, safe or peaceful and due to the inherent nature of multifamily living environments, You agree that certain everyday sounds such as walking, talking, cleaning, using common appliances and the occasional entertaining of guests at reasonable hours will penetrate the floors, walls and ceilings. You agree that We cannot guarantee that You will have complete quiet and serene living environment.