

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 **Matthew Pearson and Rebecca Pearson**, herein referred to as Tenant, Landlord demises and let to Tenant hires and takes as Tenant of Landlord, Apartment Number **506** known as **Lenox West**, situated at **Remington Circle** 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 **12** months, beginning **07/15/2021**, and ending **07/14/2022**, at a total rental of **\$16,080.00** payable in monthly installments of **\$1,340.00** 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

- A. ALL RENT IS DUE IN ADVANCE BY THE 1ST DAY OF THE MONTH.
- B. PAYMENTS WILL BE POSTED TO PAST DUE RENT, FEES AND MISCELLANEOUS CHARGES, WITH THE BALANCE TO BE POSTED TO CURRENT RENT.
- C. 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.
- D. IF YOUR PAYMENT ARRIVES IN OUR OFFICE AFTER THE 5TH AND DOES NOT INCLUDE THE PROPER LATE FEES, YOU WILL BE BILLED.
- E. 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 **4** persons, consisting of **2** adults and **2** children under the age of **18** years, without written consent of Landlord. Tenant lists the following persons as occupants: **Matthew Pearson, Rebecca Pearson, Charles Pearson, Thomas Pearson**. 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 Landlord, Tenant shall not assign this Lease, or sublet the premises of any part thereof. Consent by 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. **No Utility** 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.

- a) 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.
- b) No dish shall be installed on any common areas including outside walls, outside windowsills, roofs, common area balconies, common area stairwells, front stoops or landscaped areas.
- c) 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.
- d) No holes may be drilled in any exterior wall, interior wall, roof, window, window sills or balcony railing.
- e) Tenant shall assume complete responsibility for real or personal property damage, including death or injury, caused by the satellite dish.
- f) Provided the dish is installed in compliance with the above guidelines, the dish must be registered with 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 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.**

- a) All approved pets must be registered with 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.
- b) 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.
- c) A maximum of two (2) pets in one bedroom dwellings and three (3) pets in two or three bedroom dwellings.
- d) The maximum weight of each pet may not exceed fifty (50) pounds at full maturity.
- e) The maximum combined weight of limit of the pets shall not exceed one hundred (100) pounds at full maturity.
- f) 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.
- g) 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.
- h) Aggressive breeds will not be permitted. This includes, but not limited to, **Chow, Rottweiler, Mastiff, Doberman, Akita, German Shepherd, Staffordshire Terrier, and Pit Bull.**
- i) 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.**
- j) Pets may not be left outside or unattended anywhere including the back deck or porch.
- k) Pets must be on a leash at all times when outside the confines of the apartment.
- l) 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.
- m) 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 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:

- a) 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.
- b) 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:
- c) Use the Premises for residential purposes only and in a manner so as not to disturb Tenant's neighbors;
- d) Not use the Premises for any unlawful purpose or occupy the Premises in such a way as to constitute a nuisance;
- e) 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.
- f) 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;

- g) 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;
- h) 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.
- i) 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.

With regard to continued and unreasonable noise by a Tenant/neighbor:

- a) You understand and agree that We cannot attempt to file an eviction lawsuit unless certain circumstances are present, such as you agree to appear in court and testify as an eye witness; You or We are able to corroborate Your complaints with sworn testimony of at least one other neighbor or eye witness. Other factors may also apply and will be assessed on a case-to-case basis. You understand and agree that You have no legal remedy or recourse against Us if You do not fully cooperate with the lawsuit; this includes the right to demand that We allow You to transfer to any other rental property.

Smoke and Odors:

N.C.G.S. Section 42 and/or other similar elements of common law do not impose a duty on Us to make the Home smoke-free or odor-free to Your satisfaction, particularly when said smoke and/or odors and/or smells are caused by your neighbors. Cooking smells, odors, and tobacco smoke caused by You or neighbors have the capability of penetrating walls, ceilings and floors, and You agree that this reality is inherent in any multifamily living environment. You agree that it is impossible or unreasonably practicable (due to extraordinary costs involved) for Us to prevent odors, smoke or other smells from entering the Home from neighboring rental units.

15. FITNESS ROOM. Privileges to use of the fitness room are included in your rent. Landlord reserves the right to revoke such privileges. In the event of revocation of privileges, no deduction in rent will occur and such may result in eviction and termination of the Lease.

Rules (Landlord reserves the right to amend and/or add new rules): # of cards used: _____ Card #1: _____ Card #2: _____

- a) Fitness room is accessible only by key card. Key cards are issued to Leaseholders and a maximum of two cards per unit are available.
- b) Only one key card per Leaseholder.
- c) Key cards are the property of the Landlord and shall be returned upon move out or in the event of revocation of privileges.
- d) \$30 per key/fee will be assessed if key cards are not returned prior to move out or promptly returned in the event of revocation of privileges.
- e) \$30 per key/fee will be assessed in the event of lost or cancelled cards.
- f) Fitness room is open year round with hours of 6:00 am to 10:00 pm and no one under the age of 18 is allowed in the fitness room at any time.
- g) No alcohol, glass, loud music, pets or boisterous activity allowed in the fitness room.
- h) Appropriate attire must be worn in fitness room.
- i) Equipment in fitness room shall be used in an appropriate manner.
- j) All guests must be accompanied by a leaseholder or registered occupant at all times.

Tenant shall use the fitness room at his/her own risk. Fitness rooms are inherently dangerous. Landlord has taken (and continues to take) reasonable steps to minimize dangers and make the fitness areas safe, but does not assume responsibility for accidents, injuries or death that may occur in the fitness room.

16. DEFAULT. IF THE TENANT DEFAULTS IN THE PAYMENT OF RENT OR ANY PART THEREOF, AT THE TIMES HEREINBEFORE SPECIFIED, OR IF THE TENANT DEFAULTS IN THE PERFORMANCE OF OR COMPLIANCE WITH ANY OTHER TERM OF CONDITION HEREOF, OR OF THE REGULATIONS ATTACHED HERETO AND MADE A PART HEREOF, WHICH REGULATIONS SHALL BE SUBJECT TO OCCASIONAL AMENDMENT OR ADDITION BY LANDLORD, THE LEASE, AT THE OPTION OF THE LANDLORD, SHALL TERMINATE AND BE FORFEITED, AND LANDLORD MAY FILE A SUMMARY EJECTMENT WITH THE COUNTY MAGISTRATE'S OFFICE FOR A MONEY JUDGEMENT AND/OR POSSESSION OF THE PROPERTY. LANDLORD MAY RECOVER DAMAGES, INCLUDING COSTS AND ATTORNEY'S FEES FROM THE TENANT. It is expressly understood and agreed between the parties that in the event the Landlord is forced to retake possession of the apartment under this section of the Lease, that the Tenant shall not be relieved of his duty to pay rent as provided in this Lease; it is further understood, that the balance of the rent remaining on this Lease shall then immediately be due and payable to the Landlord. It is further understood and agreed between the parties that in the event that Lease is terminated under this section, that the security deposit shall immediately be forfeited to the Landlord.

17. DESTRUCTION OF PREMISES AND EMINENT DOMAIN. In the event the Leased premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, or if the same are taken by eminent domain, this Lease shall be at end from such time, except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of the premises. Tenant paying up to such date and Landlord refunding the rent collected beyond such date. Should a part only of the Leased premises be destroyed or rendered untenable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, the rental shall abate in the proportion which the injured part bears to the whole

Leased premises, and such parts so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms. A condemnation award shall belong exclusively to Landlord.

18. TERMINATION OF TENANCY BY TENANT. Provided neither Landlord nor Tenant wishes for the Lease to terminate at the end of the Lease term and a new Lease or a renewal of this Lease has not been signed, and the Tenant holds over (a "holdover tenancy"), then unless otherwise notified, the Landlord and Tenant agree that the Lease will continue month to month at the end of the Lease period. It is further agreed the original Lease terms (except for this paragraph 18) will remain in effect unless amended in writing by the parties. In the case of a holdover tenancy, Tenant agrees to provide 60 (sixty) days written notice prior to vacating the premises at the end of the holdover tenancy. If the Tenant does not provide the 60 day notice prior to the last day of this Lease term, or the holdover tenancy (which ever applies) the Tenant will be responsible for the rent from the date the Landlord is notified in writing of the Tenant's intention to vacate through the 60 (sixty) day period. If Tenant does not complete the term of this Lease, Tenant is responsible for the rent until the unit is re-rented. Tenant will be responsible for prorated turnover costs if Tenant does not fulfill the term of this Lease, and it is their first lease for the unit.

Month to month leases (but not holdover tenancies) will continuously renew each month thereafter until Tenant or Landlord provide the other with a written notice of termination at least 30 (thirty) days before the end of a monthly renewal period. If the original term does not end on the last calendar day of a month, each subsequent month-to-month renewal term will be exactly 30 (thirty) days in length, beginning the first calendar day after the end of the original term. It is further agreed the original Lease terms will remain in effect unless amended by the Landlord.

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 for services to the Premises for which he/she is responsible and have such utility services discontinued; (2) vacate the Premises removing therefrom all Tenants personal property of whatsoever nature; (3) properly sweep and clean the Premises, including the plumbing fixtures, refrigerators, stoves and sinks, removing there from 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 to be performed by the 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 cleaned 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 above.

In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all of the Tenants obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and Tenant agree otherwise in writing.

19. SECURITY SYSTEM, CARBON MONOXIDE AND SMOKE DETECTOR. A Security system, battery or hard wired smoke detector and carbon monoxide detector (*carbon monoxide detectors are provided in dwellings with fireplaces, gas, and propane or attached garages only*) are provided in the above referenced apartment for the Tenant's use. The systems are local sounding devices. Monitoring service for the security system is an option to the Tenant (monitoring fees are the responsibility of the Tenant.) **It is the responsibility of the Tenant to test and/or replace the battery and test the operation of the smoke detector and carbon monoxide detector (if applicable) weekly.** It is understood that the Landlord in not an insurer, that insurance, if any, shall be obtained by the Tenant. The Landlord makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied, will avert or prevent occurrences or the consequences therefrom, which the system or services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of the Landlord to perform any of its obligations hereunder. The Tenant does not desire this contract to provide for full liability of the Landlord and agrees that the Landlord shall be exempt from liability of loss, damage, or injury due directly or indirectly to occurrences, or consequences therefrom, which the services or systems are designed to detect or avert. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against the Landlord for failure of its equipment or services in any respect, Tenant agrees to indemnify, defend and hold Landlord harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

20. TENANT OWNERS INSURANCE POLICY. The Property Owner, Landlord and Property Manager do not carry any insurance to the benefit of the Tenant including but not limited to General Liability, Workers Compensation or Fire Insurance on the Tenant or the Tenant's personal property. Landlord requires that the Tenant purchase a Tenant Owners Insurance Policy covering the Tenant for personal liability (including damage caused by water from Tenant's personal washing machine and/or any devices Tenant installs or uses in the apartment which could cause damage to the property) and personal property. Tenant shall provide Landlord with a Certificate of Insurance listing Property Owner, TICON, INC., as a certificate holder or interested party. The Owner's Name is TICON, INC. and shall be named as an "Additional Insured" or "Interested Party". Minimum Liability Coverage required is \$100,000. Proof of such is required prior to move in. **TENANT ACKNOWLEDGEMENT (initial)**_____

21. BINDING EFFECT. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

22. MORTGAGE LENDER. The apartments are financed with a mortgage lender. The mortgage lender is referred to as the mortgagee. Tenant agrees not to look to the mortgagee as mortgagee, mortgagee in possession, or successor in title to the Premises, for accountability for any security deposit required by the Landlord hereunder as security for the Tenant's performance of this Lease. At the option of the mortgage lender, this Lease may at any time during its continuation be made superior or subordinate to the lien of any one or more mortgages affecting the Premises.

23. HAZARDOUS SUBSTANCES. Tenant agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the Premises which are prohibited by any federal, state or local statute, ordinance or regulation. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liability or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes, constituents or substances on the Premises.

24. COVENANTS TO RUN WITH THE LAND. All covenants, agreements, stipulations, provision, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Landlord and Tenant, respectively, or their successors in interest, as fully as if such words were written wherever reference to Landlord and Tenant occurs in the Lease Agreement.

Tenant hereby acknowledges receipt of a copy of said Lease and of the regulations regarding the use of said property.
IN WITNESS WHEREOF, the parties have executed this Lease at **4904 Garrett Road** the day and year stated above and below.

THIS _____ day of _____, 20_____.

Tenant (Seal)

Tenant (Seal)

Tenant (Seal)

TICON PROPERTIES, LLC, Property Manager for Lenox West, LLC

Washer/Dryer: included By: _____ (Seal)