



RESIDENTIAL LEASE AGREEMENT

IN CONSIDERATION of the rent reserved and the mutual promises each to the other made herein, the Owner as Landlord (“Landlord”), through its agent Elder Broach Properties, Inc. (“Agent”) does hereby lease and rent to Tenant, and Tenant does hereby lease and rent from Landlord the premises more particularly described below (the “Premises”) in accordance with the terms and conditions contained in the following provisions.

1. SUMMARY OF KEY TERMS OF THIS LEASE AGREEMENT (“Agreement”): The following information (“Paragraph 1”) is provided strictly for informational purposes and is intended to be construed contextually with the other terms and conditions of this Agreement.

Agent for Landlord (Owner): Elder Broach Properties, Inc.

Address of Agent: 203 Greenwich Road, Charlotte, NC 28211

All sums paid to Landlord by Tenant shall be made payable to: Elder Broach Properties, Inc.

Name(s) of Tenant(s) (Full Legal Name(s)): Tenant Name(s)

As used in this Agreement, the term “Resident” refers to the Tenant(s) and Authorized Occupants. If this Agreement is executed

by more than one Tenant, each Tenant shall be jointly and severally liable for compliance of all the terms and conditions contained herein.

Names of AUTHORIZED OCCUPANT(S): Relationship to Tenant(s): Age:

Name or NA	Relationship	Age
Name or NA	Relationship	Age
Name or NA	Relationship	Age

ADDRESS OF PREMISES: Property Address

In consideration of the promises and agreements contained in this Agreement, Landlord agrees to lease to Resident this rental Premises hereinafter referred to as the “Premises”.

Beginning Date of Lease Term: Beginning Date **Ending Date of Lease Term:** Ending Date

MONTHLY RENT: \$Monthly Rent.00

Prorated Rent for Partial First Month: \$Pro-rated amount.00 [Equal to (Monthly Rent)÷ (30 days) × days remaining in 1st month]

Non-Refundable Pet Fee (\$200 for 1 pet, \$100 per each additional pet) \$Pet Fee.00

Miscellaneous Fees (if applicable)

Non-Return of Keys/Locks Changed: \$50.00 per lock minimum

Remote Controls for garage door: \$50 per unreturned opener

TOTAL OF ALL SECURITY DEPOSITS: \$Total

Name & Address of Financial Institution Where Deposits Held: First Charter, 4400 Randolph Rd., Charlotte, NC 28211

LATE FEES PER MONTH: \$Late Fee.00

(5% of the Monthly Rent, if rent paid after 5th of month; if rent is subsidized by a government entity, Late Fee will be \$15.00 or 5% of Resident Contribution Amount, whichever is higher).

RENTERS INSURANCE: (see paragraph 19)

- Resident does
- Does not carry renter’s insurance

ADDITIONAL TERMS: NA

UTILITIES AND SERVICES TO BE PAID BY LANDLORD (Owner)
(only if checked by Landlord):

ELECTRICITY GAS WATER SEWER GARBAGE CABLE TV TELEPHONE NONE

Resident understands and agrees that all utilities not checked above will be paid by Resident. If not provided by Landlord, Tenant agrees to obtain electric, water, sewage and garbage services for the Premises. In the event that payments for any utilities are not made when due—with the exception of submetered water and sewer services—it shall be considered a material breach of the lease for which Landlord may immediately terminate this Agreement. Unless supplied by Landlord and Landlord is grossly or intentionally negligent, regarding same, Landlord is not liable for failure to supply electric, water or sewer, nor for any damage resulting from an interruption or malfunction in service or any utility due to any cause. **Resident Initials:** _____

2. LEASE TERM AND RENT:

A. Term of Agreement: The term of this Agreement shall begin and end on the dates set forth in Paragraph 1. **The term of this Agreement will be automatically renewed for successive sixty day periods unless either:**

- (1) either party provides the other party with a written notice of termination at least sixty days prior to the end of the initial rental term or at least sixty days prior to the end of any month-to-month term, **or**
- (2) Landlord provides Resident with a written notice at least sixty days prior to the end of the term that any renewal shall be at a different stated monthly rent (“new monthly rent”), **AND** Resident, within **ten (10)** days after receipt of such notice, provides Landlord with a written notice of intent to vacate the Premises at the end of the term. However, should Resident fail to provide Landlord with such notice, the term of this Agreement will be automatically renewed for successive sixty day periods at the new monthly rent.

Any notice of termination shall be effective on the last day of the initial rental term or on the last day of the next successive renewal term after the required notice period if the initial term has expired. If the term of this Agreement is renewed on a successive sixty day basis, such renewal shall be subject to the same terms and conditions of this Agreement with the sole exception being that Resident must pay the different rent if Landlord follows option (2) and Resident does not subsequently provide the proper notice of termination.

B. Rent: Resident agrees to pay the prorated amount of rent calculated and listed in Paragraph 1 for the first partial month of the lease term. After that, Resident agrees to pay the Total Monthly Rent listed in Paragraph 1. The Total Monthly Rent is due and payable to Agent, on behalf of Landlord, under the name stated in Paragraph 1 and must be received at Agent’s address **ON OR BEFORE the FIRST CALENDAR DAY of each month.**

3. LATE PAYMENTS: Should Landlord elect to accept a rental payment after the fifth day of the month, a late fee in the amount stated in Paragraph 1 of this Agreement (said amount not to exceed \$15.00 or five percent (5%) of the total monthly rent, whichever is greater – or, where Resident’s total monthly rent is subsidized by the United States Department of Housing and Urban Development, by the United States Department of Agriculture, by a State agency, by a public housing authority, or by a local government, said amount shall not exceed \$15.00 or an amount equal to five percent (5%) of the Resident’s share of the total market rent [after deducting the value of the rent subsidy], whichever is greater). This late payment fee shall be due without demand therefore and must be added to and **tendered with the late rental payment by Cashiers Check or Money Order.**

4. RETURNED CHECKS: Resident agrees to pay a \$29.00 processing fee (pursuant to N.C.G.S. § 25-3-506) for each check submitted by Resident that is returned by the financial institution for any reason, including insufficient funds, stopped payment, and closed account. This returned check fee shall be due without demand therefore and must be tendered together with the rent and any late fees due by Cashiers Check or Money Order. If a check submitted by Resident is returned, Landlord reserves the right to require that all future payments by Resident be tendered by Cashiers Check or Money Order, and Landlord also reserves the right to seek enforcement of the returned check pursuant to N.C.G.S. § 6-21.3.

5. SECURITY DEPOSIT: Resident agrees to tender to Landlord the Total of All Security Deposits as described in Paragraph 1 of this Agreement prior to taking possession of the Premises unless otherwise noted herein. This sum shall be held in trust as a Security Deposit at the financial institution listed in Paragraph 1. Landlord will hold this Deposit for the period that Resident occupies the Premises. After Resident has moved from the Premises, Landlord will determine whether Tenant(s) are eligible for a refund of any or all of the Deposit. The amount of the refund will be determined in accordance with N.C.G.S. § 42-51 and the following conditions and procedures:

A. Resident understands that the Deposit is Security for performance by Resident of the terms and conditions of this Agreement, and may not be applied towards rent or other charges due while Resident remains in possession of the Premises;

B. If the Premises is rented by more than one Tenant, Tenant(s) agree that they are responsible for dividing any refund among themselves. Landlord may pay the refund to any Tenant named in Paragraph 1 of this Agreement and the other Tenant(s) agree to hold Landlord harmless for such action;

C. Upon a sale or conveyance of the Premises, Landlord may transfer or assign the Deposit to the new owner who then assumes the liability thereof upon transfer and Landlord's liability for the Deposit shall terminate;

D. IF THE SECURITY DEPOSIT IS DEPOSITED IN AN INTEREST BEARING ACCOUNT, RESIDENT AGREES THAT ANY INTEREST THAT ACCRUES SHALL BE FOR THE SOLE BENEFIT OF LANDLORD OR AGENT AND MAY BE WITHDRAWN BY LANDLORD OR AGENT AT ANY TIME;

E. Landlord will refund Tenant(s) the amount of the Deposit LESS any amount needed to pay the cost of:

- (1) unpaid rent;
- (2) damage to the Premises in excess of normal wear and tear;
- (3) charges for late payments or returned checks;
- (4) cleaning the Premises if not properly done by Resident and if such failure to properly clean the Premises results in damages that exceed normal wear and tear;
- (5) any unpaid bills that become a lien on the Premises;
- (6) re-renting the Premises after a breach or early termination by Resident, including the Agent's standard leasing fee;
- (7) any damages and/or court costs incurred by Landlord as a result of a breach of this Agreement by Resident;
- (8) any unpaid charges for water and sewer services.

F. Within 30 days after termination of the tenancy and delivery of possession by Resident, Landlord shall return the balance of the Security Deposit with an itemization of any deductions to Tenant's forwarding address. If Tenant's address is unknown, Landlord will hold the balance of the Security Deposit for Tenant's collection for a period of 6 months, after which any remaining balance shall escheat to the State of North Carolina. At such time, Landlord's liability for the return of the Security Deposit shall cease.

G. While the Security Deposit may be increased as shown in Paragraph 1 due to the presence of a pet, the Security Deposit can be applied as set forth in E above to cover all items 1- 8, not just to those damages that may be attributed to the presence of a pet. Resident should not confuse the security deposit with a non-refundable pet fee which is not subject to the itemization requirements at lease termination.

6. PETS: Except as expressly set forth in the space provided below, no animals, birds, or pets of any kind shall be permitted in the Premises at any time without the express, written consent of Landlord. Tenant may, however, upon payment of the sum of \$Pet fee as a non-refundable pet fee keep as a pet the following: Breed Type. If a pet fee is paid pursuant to this paragraph, Tenant acknowledges that the amount is reasonable and agrees that Landlord shall not be required to refund the pet fee in whole or in part. In the event that a pet or pets are permitted pursuant to this paragraph, Tenant agrees to reimburse Landlord for any damages caused thereby whether the damage is to the Premises or to any common area used in conjunction with them, and to indemnify Landlord from any liability to third parties which may result from Tenant's keeping of such pet or pets. Landlord shall not credit the amount of the pet fee to any such obligations of the Tenant. No Doberman Pinscher, Rottweiler or Pit Bull breed dogs are permitted at the property at any time. Resident further understands and agrees that even if Landlord permits a pet in the premises, the pet must be removed from the Premises if, in Landlord's sole discretion, it is determined that the pet constitutes a nuisance or creates a disturbance or poses a threat to the safety of any person or property. If the pet is caused to be removed pursuant to this paragraph, Landlord shall not be required to refund the pet fee. Landlord may, but shall not be obligated to, permit Tenant to acquire and keep another pet upon payment of an additional pet fee in such amount as Landlord requires. The Tenant understands that the acquisition of a pet not pre-approved herein any time during his occupancy shall constitute a default of this lease. Should unauthorized pets be discovered on the Premises, Resident shall be responsible for the immediate payment to Landlord of any and all non-refundable pet fees and deposits normally due to Landlord pursuant to Landlord's rules and regulations, or pursuant to the normal charges and fees of Landlord, or as set forth in Paragraph 1 of this Agreement.

7. KEYS AND LOCKS:

A. Resident agrees not to install additional or different locks or gates on any doors or windows of the Premises, except as agreed to and approved of by Landlord in writing. When this Agreement ends, Resident agrees to return all keys, security access cards and devices, parking gate openers, AND garage door openers (as applicable to the Premises) to Landlord. If keys are not returned to Landlord at the end of the tenancy, Resident agrees to pay the lock fee listed in Paragraph 1, for each lock changed. For other devices named in this Paragraph, Resident shall be liable for the replacement value of same.

B. Lessee also agrees that at any time any other Lessee of the Premises may request that Landlord, in exchange for the Lessee's payment to change locks in the amount listed in Paragraph 1, install new or different locks to the Premises. In that event, each Lessee understands and agrees that Landlord shall provide, to any other Lessee upon request, keys to the replacement locks for the Premises.

C. Notwithstanding the provisions of Paragraph 7(B), Resident agrees that Landlord **shall not** provide keys for replacement locks to a Resident who has been ordered to remain off the Premises pursuant to a domestic violence restraining order or any other similar governmental order barring Resident's re-entry onto the Premises; Landlord's refusal to provide such keys to Resident shall continue so long as the restraining order remains in effect. Resident agrees that in such an event, Resident releases Landlord and agrees to hold Landlord harmless for any injury or damage resulting from Landlord's honoring of any such court order and Landlord's subsequent refusal to provide Resident keys to the replacement locks at the Premises. Any Resident enjoying the protection of such a restraining Order understands and

agrees that Landlord shall not be responsible for honoring the terms of this Paragraph unless and until the Resident provides a written copy of the restraining order to Landlord.

D. Lessee(s) agree that Landlord may open the Premises to any Authorized Occupant listed under Paragraph 1 of this Agreement, upon the request of such Authorized Occupant, whether or not said Authorized Occupant is a minor, where Lessee has so indicated in Paragraph 1 of this Agreement under the heading "Key Access". This authorization imposes no duty upon Landlord to open the Premises, and Resident waives any claim for damages resulting from Landlord opening the Premises for such Authorized Occupants.

8. USE OF THE PREMISES: Resident agrees to use the Premises for residential purposes only and agrees not to use the Premises in any manner which Landlord deems is injurious to the reputation, safety or welfare of Landlord, the property, or any person. However, where allowed by law and/or by Landlord in Landlord's sole discretion, Resident may use the Premises as a home office provided that such home office use (a) is ancillary to the residential use, (b) does not generate any additional pedestrian or vehicular traffic to or from the Premises or common areas, and (c) does not cause any disturbance to other residents or occupants of the Property.

9. ASSIGNMENT AND SUBLETTING/TRANSFER OF INTEREST:

Resident may not assign or sublet this Agreement or the Premises in any manner or to any extent without the prior written permission of Landlord. It is hereby understood and agreed that any consent by Landlord to any assignment or subletting of the Premises shall not constitute consent to any future assignment or subletting, nor would such consent release Resident from liability under this Agreement. It is understood that Landlord may sell or transfer the Premises and transfer this Agreement to any new owner. In the event that the Premises is sold or transferred, Landlord would be released from all obligations under this Agreement and Resident's sole remedy would be against Landlord's successor in rights.

10. MAINTENANCE: Consistent with N.C.G.S. § 42-42 and this Agreement, Landlord agrees to maintain the Premises in a fit and habitable condition. Resident understands and agrees that Landlord is entitled to a reasonable time to make any necessary repairs or maintenance and Resident shall not be entitled to any abatement for any inconvenience or annoyance during that reasonable time. Resident further understands that rent may not be withheld under any circumstance, regardless of any alleged failure by Landlord to repair in a reasonable time.

A. Landlord Agrees To:

- (1) maintain the common areas in a clean and safe condition;
- (2) maintain all equipment and appliances in a proper, safe working order;
- (3) make necessary repairs with reasonable promptness after receiving written notice from Resident;
- (4) provide extermination as necessary; AND
- (5) provide operable smoke detectors and carbon monoxide detectors and repair or replace the smoke detectors and carbon monoxide detectors when notified in writing by the Resident that repairs or replacement are needed.

B. Resident Agrees To:

- (1) keep the Premises, including plumbing fixtures, facilities, and appliances, in a clean and sanitary condition;
- (2) comply with all laws, health and policy requirements with respect to the Premises;
- (3) use all appliances, fixtures, electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other equipment in a safe manner and only for the purposes for which they are intended;
- (4) not litter the grounds or common areas and to keep the sidewalks, entrances, porches, floors, exterior patios, balconies, and front and back yards free from discards, clutter, unsightly items, and other personal articles;
- (5) not destroy, deface, damage or remove any part of the Premises or common areas;
- (6) give Landlord prompt written notice of any unsafe or unsanitary condition or defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the Premises or common areas, except in the event of an emergency, when Resident is to give notice by the quickest means available;
- (7) remove garbage and other waste from the Premises in a clean and safe manner;
- (8) supply all electric light bulb and fuse replacements required during Resident's occupancy;
- (9) periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and notify Landlord in writing of any needed repairs;**
- (10) test and replace batteries in any battery-operated smoke detectors and/or carbon monoxide detectors at the beginning of the tenancy, during the tenancy, and during any renewal thereof; AND**
- (11) do nothing to disable the smoke detectors and/or carbon monoxide detectors.**

11. MOLD AND MILDEW: Resident acknowledges and agrees that, for both the maintenance of the Premises and for the health and well-being of Resident and Resident's occupants, family, and guests, Resident shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Additionally, Resident agrees to:

- (1) clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent;
- (2) immediately notify Landlord of any evidence of a water leak or excessive moisture or standing water inside the Premises;
- (3) immediately notify Landlord of the presence of mold, mildew, or similar growth in the Premises that persists after Resident has attempted to remove it through the application of common household cleaning solutions or anti-microbial products;

- (4) immediately notify Landlord of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems present on the Premises; AND
- (5) immediately notify Landlord of any inoperable doors or windows in the Premises.

Resident agrees that Resident shall be solely responsible for damages caused to the Premises and to personal property present on the Premises as well as any injuries or adverse medical condition suffered by Resident or Resident's occupants, family, or guests resulting from Resident's failure to comply with the terms of this Paragraph. Further, Resident agrees that Landlord may, in Landlord's sole discretion, relocate Resident to an equal or better unit whenever there is an environmental concern, including but not limited to mold or mildew. Such relocation shall in no way terminate this Agreement, but shall only automatically amend this Agreement as to the Address of the Premises as set forth in paragraph 1 of this Agreement. In the event Landlord determines that such relocation is due to Resident's failure to comply with the terms of this Paragraph, then the expense of such relocation shall be at the Resident's expense.

12. DAMAGES: Resident agrees to hold Landlord harmless and to indemnify Landlord from all fines, penalties and costs for violations or noncompliance by Resident with any laws, requirements or regulations and from any liability arising out of such violations or noncompliance. Whenever damage is caused by or attributable to Resident, his/her family or guests, Resident agrees to pay:

- A. The cost of all repairs and to do so within 30 days after receipt of Landlord's demand for the repair charges; and
- B. Rent for the period the Premises is damaged, whether or not the Premises is habitable.

13. RESTRICTIONS AND ALTERATIONS: Resident agrees not to do any of the following without first obtaining Landlord's written permission:

- A. Change or remove any part of the appliances, fixtures or equipment in the Premises;
- B. Paint or install paneling, wallpaper or contact paper in the Premises;
- C. Attach awnings or window guards in the Premises;
- D. Attach or place any fixtures, signs, fences or clotheslines on or in the building(s), common areas or the property grounds;
- E. Attach any shelves, dividers, screen doors or make any other temporary or permanent improvements in the Premises;
- F. Place or attach any aerials, antennas, satellite dishes, or other electrical connections on the Premises, but in the case of the installation of a satellite dish, Landlord shall not unreasonably withhold written permission, so long as:
 - (1) the satellite dish remains inside the Premises (i.e., the satellite dish and/or its mounting equipment do not hang over the edge of a patio, deck, window or balcony, and the satellite dish and/or its equipment are not placed in any Common Area);
 - (2) the satellite dish is mounted and secured without damaging the Premises in any way (damage to include the use of drilling, bolting, or screwing support structures into any portion of the Premises);
 - (3) no cables or wires of any kind may be installed into or through any wall of the Premises;
 - (4) In consideration for allowing the installation and use of a satellite dish on the Premises, Resident accepts any and all risks inherent in installing or maintaining a satellite dish at the Premises, and Resident also indemnifies and holds Landlord harmless for any damage or injury to any person or chattel caused by the use or installation of the satellite dish on the Premises; AND (5) At the sole discretion of Landlord, Resident agrees to provide Landlord, at Landlord's request, evidence of an existing renter's insurance or other liability insurance policy which provides coverage in an amount not less than \$25,000.00 in the event of injury to any other person or person's chattel arising from the use or installation or presence of a satellite dish on the Premises.

Resident agrees that any improvement or alteration made shall become a part of the Premises and the property unless otherwise agreed to by Landlord, and Resident agrees that any improvement or alteration authorized by the Landlord must be undertaken only in a workmanlike manner and no lien may attach to the Premises.

14. GENERAL RESTRICTIONS & OBLIGATIONS OF RESIDENT:

A. Resident Agrees Not To:

- (1) Permit any person other than those listed in Paragraph 1 to reside in the Premises. A person shall be presumed to reside in the Premises if they are an overnight guest for 10 consecutive days, or for any 14 days during any 60-day period. Residency in the Premises may also be established by the totality of the circumstances;
- (2) Use the Premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;
- (3) Disable or render the smoke detectors inoperable for any reason at any time;
- (4) Make or permit noises or acts that will disturb the rights or comfort of anyone;
- (5) Discharge or in any way use in, on, or around the Premises or common property any firearm or weapon of any type, including but not limited to air rifles and pistols, knives, swords, etc.;
- (6) Use the exterior patio, balcony, and/or entrance area for storage; AND
- (7) Introduce or use any fossil-fuel burning heating unit or generator in the Premises.

B. Resident Agrees To:

- (1) Observe and comply with any Rules and Regulations which are now existing or which may be established by Landlord for the operation of the Premises. Resident understands and agrees that such Rules and Regulations are or will be referenced hereto and incorporated herein;

- (2) Allow Landlord to immediately dispose of any property left by Resident when he/she surrenders or abandons the Premises;
- (3) Allow Landlord or any law enforcement officer to remove or have removed from the Premises any person who cannot or will not establish that he/she is a Resident or invited guest of a specific Resident; AND
- (4) Abide by the terms, restrictions, covenants, and rules and regulations that may be promulgated from time to time under the authority of any recorded instrument affecting the Premises, including but not limited to homeowners' association covenants. Resident agrees that any such recorded documents affecting the Premises are incorporated herein by reference as if set out fully herein.

15. RIGHT OF ENTRY: Landlord reserves the right to enter the Premises during reasonable times for any inspections, maintenance, extermination, alterations, or improvements deemed necessary or desirable in Landlord's sole discretion, or to show the Premises to prospective residents during the last sixty (60) days of the rental term. Landlord reserves the right to place "For Rent" and/or "For Sale" signs on the Premises, at any time deemed necessary or desirable in Landlord's sole discretion. Landlord reserves the right to enter the Premises, with or without notice to Resident, at any time deemed necessary in Landlord's sole discretion to protect life or prevent damage to the Premises including by way of example, but not limited to, turning on utilities at Resident's expense during periods of cold weather to protect pipes.

16. COMMON AREAS: Resident understands and agrees that the use of the common areas (including any swimming pool, parking areas, or roadways) is subject to any Rules and Regulations set by Landlord and that such Rules and Regulations may be changed at any time. Resident further agrees that Landlord may close or eliminate any common area or amenity at any time and that Resident would not be entitled to any rent reduction or abatement.

17. AUTOMOBILES & PARKING:

- A.** Parking is allowed in the designated areas only for cars and light trucks. All other vehicles, including motorcycles, boats, trailers, and RV's will not be allowed on the Premises unless prior written permission is obtained from Landlord.
- B.** Landlord reserves the right to control parking in any manner it deems necessary in its sole discretion.
- C.** Vehicles shall be parked so as not to obstruct spaces for other vehicles, driveways or sidewalks.
- D.** All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by reason of noise, emissions, appearance or otherwise. Except for minor adjustments, no repairs or maintenance shall be conducted on the property or common areas. Drainage of any automotive fluids on the common areas is strictly prohibited.
- E.** Car washing is not allowed except in such designated area as may be established by Landlord.
- F.** Any vehicle parked on the Premises or property that is unlicensed, inoperable, abandoned, or lacking any required permit may be towed away and stored at its owner's expense without Landlord incurring any liability to anyone for any reason.
- G.** Resident agrees that Landlord may tow, without notice or demand, any vehicle in violation of any provision of this Paragraph 17. Should Landlord tow any vehicle as a result of a breach of any portion of this Paragraph 17, Resident agrees to hold Landlord harmless from any liability that arises from the towing away of any such vehicle owned, possessed, or maintained by Resident, members of Resident's household, or any of Resident's guests.

18. DRUG AND CRIME-FREE HOUSING:

- A.** Resident and Resident's guests or visitors shall not engage in or facilitate criminal activity of any kind on or near the property of Landlord, or on or near any property owned or operated by Landlord;
- B.** Resident shall not engage in or facilitate any criminal activity anywhere;
- C.** Resident shall not invite or give permission to return to the property to any person previously removed or barred from the property or other properties of Landlord;
- D.** Resident shall immediately notify law enforcement or Landlord upon learning that a person previously removed or barred from the property or other properties of Landlord has returned to or reentered the property;
- E.** Proof of a violation of this paragraph shall be by preponderance of the evidence;
- F.** The fact that a criminal prosecution involving criminal activity violative of this Agreement has not commenced or concluded, or has concluded or terminated without a conviction or adjudication of delinquency shall not preclude the termination of this Agreement or the bringing of any civil action by Landlord;
- G.** Where a criminal prosecution involving criminal activity violative of this Agreement results in a final criminal conviction or adjudication of delinquency, such adjudication or conviction shall be considered in any civil action brought by Landlord as conclusive proof that criminal activity occurred;
- H.** Landlord may accept rent due and owing with knowledge of any illegal acts that violate this Agreement without such collection constituting a waiver of the default(s);
- I.** For the purposes of this Paragraph, any crime involving domestic violence or related offenses shall constitute a violation of this Paragraph, and if any domestic violence restraining order or similar governmental order is issued by a court of law as a result of such an act or acts, Resident understands and agrees that Landlord shall not provide keys to the Resident for replacement locks for the Premises pursuant to the terms of Paragraph 7(C).

19. INSURANCE, RELEASE & INDEMNITY: Resident agrees that they should secure insurance to protect all personal property against loss resulting from theft, fire, storm and other hazards and casualties.

- A.** Resident understands and agrees that Landlord and its agents are not liable for any damage to, destruction of or loss of any personal property located or stored in the Premises regardless of the cause of such damage.
- B.** Resident agrees to indemnify, defend and hold harmless Landlord and its agents from and against all claims, liabilities and any other costs (including attorney's fees and court costs) arising out of:
 - (1) any harm to person or property resulting from the negligent or intentional acts or omissions of Resident or guests;

- (2) any injury resulting from any breach of Resident's Agreement by Resident;
- (3) Resident's failure to comply with any requirements imposed by any governmental authority;
- (4) any judgment, lien or other encumbrance filed against Landlord or the Premises as a result of Resident's actions; AND
- (5) the towing of any vehicles belonging to Resident or guests pursuant to Paragraph 17(F) of this Agreement or any state or local law or ordinance.

C. Resident agrees that in consideration for using any recreational facilities and common areas, Resident and its guests shall assume all risks associated with the use thereof and shall hold Landlord and its agents harmless and indemnify the same for any injury arising out of the use thereof.

20. SECURITY: Landlord, its agents and employees do not make any warranties, guaranties or representations regarding the security of the Premises or common areas. Any such warranties or representations, whether express or implied, are hereby disclaimed. Resident understands and agrees that Resident and occupants are exclusively responsible for protecting themselves, the Premises and guests from crime, fire and any other danger.

A. If security systems and/or personnel are present at the Premises or common areas, their presence should not cause Resident or guests to rely upon the security systems and/or personnel or to lower their vigilance in any way;

B. If security systems and/or personnel are present at the Premises or common areas, no representation is made that they will prevent crime or injury and Landlord reserves the right to modify or eliminate any security system and/or personnel at any time without notice and without such actions constituting a breach of this Agreement or any other obligation;

C. Resident releases Landlord and its agents and employees from any or all liability for the criminal or intentional acts of others and agrees that Landlord has made no representations regarding the safety of the Premises or common areas.

21. FIRE OR CASUALTY: Resident shall immediately notify Landlord of any damage to the Premises by fire or other casualty, including natural disasters. Landlord may at its sole discretion elect to repair the damage within a reasonable time under the circumstances and Resident's obligations under this Agreement shall continue. If Landlord elects not to repair the Premises, this Agreement shall terminate as of the date of the damage. Resident shall always be liable for and shall indemnify, defend, and hold Landlord harmless for any damages caused by or attributable to Resident or Resident's guests or agents.

22. NOTICES: All notices shall be in writing and shall be delivered to the Resident or to the Resident's Premises by 1) hand delivery or 2) U.S. Mail or 3) via a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), and to Landlord by 1) hand delivery or 2) U.S. Mail or 3) via a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), to the address listed in Paragraph 1 or other such address that may be provided in writing by Landlord. Where notices are required by this Agreement, they (i) cannot be in the form of or written onto any other instrument (such as a check or money order); and (ii) they shall be a written notice on letter-sized paper (8 1/2" x 11") separate from the Agreement itself. Resident specifically agrees that oral notices, regardless of form or content or implication, shall never constitute the term "notice" as described in this Agreement.

23. CONDITION OF DWELLING PREMISES: By signing this Agreement, Resident acknowledges that the Premises is safe, clean and in good condition. Resident agrees that all appliances and equipment in the Premises are in good working order, except as described on **the Move-In Checklist**. Resident must report any further discrepancies by providing written notice to Landlord within five (5) calendar days of Resident first taking possession of the Premises.

24. DELIVERY OF POSSESSION: If, for any reason not in Landlord's control, Landlord is unable to deliver possession of the Premises to Resident at the beginning of the term, and Landlord notifies Resident of same any time prior to the beginning of the term and immediately upon learning of the inability to deliver possession, Resident shall have the option to either, a) terminate the agreement and receive a full refund of all sums paid to Landlord within five (5) days of receipt of Resident's notice of termination or, b) take possession of the Premises within 15 days after Landlord notifies Resident in writing that it is available, Resident's obligation to pay rent beginning on the last day of the 15 day notice. Resident's election must be in writing and received by Landlord within ten (10) days of the date Landlord notifies Resident of the inability to deliver possession. Failure of Resident to make an election shall constitute an election pursuant to subsection (b) above. In either case, upon Resident's receipt of Landlord's notice of inability to deliver possession as required in this Paragraph, Landlord shall be released from any further liability or obligation to Resident for failure to deliver possession.

25. RENTAL APPLICATION: Resident understands that Landlord has relied upon the Rental Application submitted by Resident as an inducement for entering into this Agreement, and Resident warrants that the facts contained in such application are true. If any facts are determined to be false, Landlord may terminate Resident's tenancy immediately and collect from Resident any damages incurred, including reasonable attorney's fees.

26. SEVERABILITY: In the event that any provision of this Agreement is deemed by any Court of competent jurisdiction to be unenforceable, void, invalid or otherwise not binding for any reason, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

27. SUBORDINATION: Resident understands and agrees that Resident's interests under this Agreement in the Premises are and shall remain subject to and subordinate to any liens, deeds of trust, security agreements, or other such liens or security interests in the Premises and property. This subordination provision shall be self-operative.

28. EMINENT DOMAIN: If the Premises or any part thereof shall be taken by eminent domain pursuant to governmental authority, this Agreement shall terminate at the option of Landlord and Resident shall have no claim against the Landlord or any award granted to the Landlord for the taking.

29. NON-WAIVER: Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's rights thereafter to enforce any such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect. Landlord's acceptance of any monthly rental payment after the due date shall not constitute a waiver of its right to receive future rent payments on the due date.

30. STATUS AS AGENT: Responsibility for all obligations of the Landlord hereunder rests entirely with the Landlord. The Agent (if an Agent of the Landlord is identified in Paragraph 38) may exercise and shall have the rights and powers of the Landlord, but the Agent's duties, if any, are solely limited to those duties owed the Landlord. As the Agent for Landlord, the Agent shall benefit from the covenants, waivers, releases and indemnifications contained in the Agreement to the same extent as the Landlord. In the event of conflict between this Paragraph and any other provision, this Paragraph shall control totally and no consideration shall be given to any contrary provision.

31. REMEDIES: All remedies under this Agreement or allowed by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Resident, or if Resident brings an unsuccessful action against Landlord, Resident shall pay to Landlord all costs associated with such action, including court costs and attorney's fees.

32. INTERPRETATION: This Agreement shall be construed consistent with all laws and public policy of North Carolina.

33. EARLY RELEASE OPTION: If Lessee wishes to vacate the Premises and terminate this Agreement prior to the scheduled ending date described in Paragraph 1, Lessee agrees that such actions shall constitute a default of this Agreement as defined by Paragraph 36 of this Agreement, and in such an event, Lessee shall be liable to Landlord for (i) any damages to the Premises beyond normal wear and tear, (ii) repayment of realized concessions pursuant to Paragraph 2(D), and (iii) Total Monthly Rent for the Premises until 1) the Premises are re-rented or 2) the scheduled ending date of this Agreement, whichever event occurs first. In such an event, Landlord shall make reasonable attempts to mitigate its damages, and Lessee understands such mitigation attempts may not be successful in eliminating Lessee's liability.

NOTWITHSTANDING THE ABOVE PROVISIONS, LESSEE MAY, AT LESSEE'S SOLE OPTION, terminate this Agreement and be released by Landlord of any and all liability for Lessee's default of this Agreement by doing all of the following:

- (1) Provide Landlord with at least sixty days' written notice of Lessee's intention to terminate the Agreement, and said notice may only be effective at the end of a calendar month;
- (2) Pay to Landlord all rents or other fees required by this Agreement through the date of termination;
- (3) Perform fully all duties required by Paragraph 35 of this Agreement;
- (4) If Lessee received or is receiving a concession or discount as described in Paragraph 1 of this Agreement, then Lessee shall pay Landlord, in certified funds, the total amount of the concession or discount realized by Lessee as of the date of termination;
- (5) Prior to vacating the Premises, Lessee shall pay Landlord, in certified funds, an additional sum calculated by the Landlord at the time of entering into an "Early Release Accord and Satisfaction" with Lessee; AND**
- (6) Continue to be responsible for any physical damage present at the Premises exceeding normal wear and tear.

IN ORDER TO EXERCISE THIS OPTION, LESSEE MUST DO SO IN THE FORM OF AN "EARLY RELEASE ACCORD AND SATISFACTION" SIGNED BY LANDLORD AND ALL LESSEES IN A FORM SATISFACTORY TO LANDLORD. **LANDLORD UNDERSTANDS AND AGREES THAT THE ABOVE TERMS OF THE EARLY RELEASE OPTION ARE AVAILABLE ONLY AT THE ELECTION OF LESSEE; LANDLORD AGREES THAT IT DOES NOT HAVE THE RIGHT TO ENFORCE, UNILATERALLY, THE ABOVE TERMS NOR SHALL IT SEEK TO ENFORCE OR OTHERWISE IMPOSE SUCH TERMS AGAINST LESSEE UNDER ANY CIRCUMSTANCES WHATSOEVER UNLESS ALL LESSEES HAVE FIRST SIGNED AN "EARLY RELEASE ACCORD AND SATISFACTION". IN THE EVENT THE LESSEE(S) ELECT TO ENTER INTO THE "EARLY RELEASE ACCORD AND SATISFACTION", SUCH ELECTION SHALL CONSTITUTE A LEGALLY BINDING AGREEMENT THAT MAY BE ENFORCED BY LANDLORD.**

34. DISCLOSURE OF RESIDENT INFORMATION. Resident understands and agrees that Landlord shall possess and maintain personal, nonpublic information obtained from Resident's rental application, credit reports, rental references, as well as information otherwise obtained during the normal course of Resident's business relationship with Landlord. **RESIDENT HEREBY AUTHORIZES THE DISCLOSURE BY LANDLORD OF ANY AND ALL SUCH INFORMATION TO THIRD PARTIES AT THE REQUEST OF LAW ENFORCEMENT, GOVERNMENTAL AGENCIES, OR BUSINESS ENTITIES ENGAGED IN BUSINESS TRANSACTIONS WITH RESIDENT, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INSTITUTIONS OR OTHER BUSINESSES PERFORMING NECESSARY INQUIRIES AT THE CONSENT OR KNOWLEDGE OF RESIDENT.**

35. RESIDENT'S DUTIES UPON TERMINATION: Upon any termination of the tenancy, whether for breach or otherwise, Resident shall, in addition to any other obligations required by this Agreement or law:

- A.** Pay all utility bills due for services to the Premises for which Resident is responsible;
- B.** Vacate the Premises and remove all personal property;
- C.** Properly clean the Premises, including plumbing fixtures, refrigerators, stove and sinks, and remove all rubbish and trash;
- D.** Make any repairs necessary to return the Premises to the same condition it was at the beginning of the tenancy, less ordinary wear and tear;
- E.** Fasten and lock all doors and windows;
- F.** Return to Landlord all keys, security access cards and devices, parking gate openers, AND garage door openers (as applicable to the Premises);

- G. Agree to not disclose to any third party any information regarding any security code obtained as a Resident of Landlord; AND
- H. Provide Landlord with a forwarding address to which the Security Deposit may be returned, if so entitled.

36. DEFAULT: In the event that Resident fails to comply with any of the terms and conditions contained herein or referenced hereto, or fails to perform any other promise, duty or obligation herein agreed to or imposed by law, such failure shall constitute a default under this Agreement. In the event of a default by Resident:

- A. Landlord may with or without notice to Resident:
 - (1) terminate this Agreement; or
 - (2) terminate Resident's right to possession of the Premises without terminating this Agreement;
- B. Landlord shall be entitled to immediate possession of the Premises and Resident shall peacefully surrender the Premises to Landlord upon its demand;
- C. Should Resident fail to surrender possession of the Premises, Landlord shall re-enter and retake possession through a summary ejectment proceeding or expedited eviction proceeding pursuant to N.C.G.S. Chapter 42;
- D. In the event that Landlord terminates this Agreement, all its duties under this Agreement shall terminate and it shall be entitled to collect from Resident all accrued and unpaid rents, realized concessions, and damages arising under this Agreement;
- E. In the event that Landlord terminates Resident's right to possession without terminating the Agreement, Resident shall remain liable for the full performance of all terms and conditions under this Agreement and Landlord shall use reasonable efforts to re-let the Premises on Resident's behalf and Resident shall remain liable for any resulting costs, deficiencies or damages. Resident specifically understands and agrees that in the event Resident terminates this Agreement prior to the end of the lease term, Resident remains responsible for the monthly rental amount owed under this Agreement until the Premises is re-rented or the lease term ends, whichever event occurs first.
- F. In the event Landlord files a summary ejectment action against Resident [as described in Paragraph 36(C)], Resident shall be liable to Landlord for an administrative fee of **\$50.00**. This amount shall be in addition to court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement.

37. IN WITNESS HEREOF, this Lease Agreement is duly executed by the Lessee(s) and the Landlord, on the date written below. By executing this Agreement, **LESSEE(S) ACKNOWLEDGES HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS AGREEMENT**. Resident further acknowledges having received a copy of this Agreement. Resident further acknowledges consulting with, or having had the opportunity to consult with counsel prior to executing this Agreement. This Agreement, all addenda and other agreements and documents are incorporated herein by reference as well as the following special terms and conditions: **Additional terms/appliances provided by landlord**. This Agreement constitutes the entire agreement between the parties and no statement, oral or written, not contained herein shall be binding on either party. No subsequent amendment to this Agreement or any statement, oral or otherwise, by either party to this Agreement shall be binding unless it is in writing and signed by all parties hereto, with the sole exception of modifications of the Rules and Regulations.

This the # day of month, 2005

LESSEE(S):

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

AGENT FOR LANDLORD(S): Elder Broach Properties, Inc.

By: _____