

RESIDENTIAL RENTAL CONTRACT

RESIDENT: \_\_\_\_\_ ("Tenant")

OWNER: \_\_\_\_\_ ("Landlord")

REAL ESTATE MANAGEMENT FIRM: MECA Realty LLC ("Agent")

PREMISES: City: \_\_\_\_\_ County: \_\_\_\_\_ State of North Carolina

- Street Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_
Apartment Complex: \_\_\_\_\_ Apartment No. \_\_\_\_\_
Other Description (Room, portion of above address, etc.): \_\_\_\_\_

INITIAL TERM: Beginning Date of Lease: \_\_\_\_\_ Ending Date of Lease: \_\_\_\_\_

RENT: \$ \_\_\_\_\_ PAYMENT PERIOD: [ ] monthly [ ] weekly [ ] yearly [ ] other: \_\_\_\_\_

LATE PAYMENT FEE: \$ \_\_\_\_\_ OR 5.000 % of rental payment, whichever is greater
(State law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)

RETURNED CHECK FEE: \$ 25.00 (The maximum processing fee allowed under State law is \$25.00.)

SECURITY DEPOSIT: \$ \_\_\_\_\_ to be deposited with: (check one) [ ] Landlord [ ] Agent

LOCATION OF DEPOSIT: (insert name of bank): Community One

BANK ADDRESS: 301 S. Mc Dowell St, Suite 100, Charlotte, NC 28204

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 17) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: \$ \_\_\_\_\_ OR 5.000 % of rental payment, whichever is greater (Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)
COURT APPEARANCE FEE: 10.000 % of rental payment (Fee may not exceed ten percent (10%) of the rental payment.)
SECOND TRIAL FEE: 12.000 % of rental payment (Fee may not exceed twelve percent (12%) of the rental payment.)

PERMITTED OCCUPANTS (in addition to Tenant): \_\_\_\_\_

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information): \_\_\_\_\_

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

1. Termination and Renewal: EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST \_\_\_\_\_ DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM. IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN OR IF THE TENANT HOLDS OVER BEYOND THE INITIAL TERM, THE TENANCY SHALL AUTOMATICALLY BECOME A \_\_\_\_\_ (PERIOD) TO \_\_\_\_\_ (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN. THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER \_\_\_\_\_ DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY. (EXAMPLE: Assume tenancy is a calendar month-to-month tenancy and 30 days advance written notice of termination is required. Tenant desires to terminate lease as the end of the April period of the tenancy. Tenant would be required to give landlord written notice no later than March 31st. If the written notice of termination were to be given to the Landlord on the 10th of April, the notice would be effective to terminate the lease at the end of May rather than the end of April, since the monthly periods of the tenancy expire on the last day of the month and the notice was not given 30 days prior to the end of April.)



2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on \_\_\_\_\_ (date). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*

4. **Tenant Security Deposit:** The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the tenant for a refund of the Tenant Security Deposit or any part thereof.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

5. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:
- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
  - (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
  - (c) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
  - (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
  - (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
  - (f) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
  - (g) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
  - (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
  - (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
  - (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;
  - (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises; and
  - (l) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

6. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

- (a) comply with the applicable building and housing codes to the extent required by such building and housing codes;
- (b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
- (c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
- (d) promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and
- (e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

7. **Utility Bills/Service Contracts:** Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash disposal/dumpster	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. **Smoke and Carbon Monoxide Detectors:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy.

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**17. Tenant's Breach:**

(a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to:

- (i) pay the full amount of rent herein reserved as and when it shall become due hereunder; or
- (ii) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Premises without terminating this lease.

(b) **Landlord's Right to Possession:** Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejection proceeding.

(c) **Summary Ejection Fees:** If a summary ejection proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with NC General Statutes § 42-46.

(d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's rights to evict Tenant through a summary ejection proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.

(e) **Termination of Lease:** In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach.

(f) **Termination of Tenant's Right of Possession:** In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

**18. Landlord's Default; Limitation of Remedies and Damages:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

**19. Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

**20. Tenant's Insurance; Release and Indemnity Provisions:**

(a) **Personal Property Insurance (Initial only one) :**

\_\_\_\_\_ Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of \_\_\_\_\_

\_\_\_\_\_ Tenant shall not be required to obtain a renter's insurance policy

(b) Whether or not Tenant is required to obtain a renter's insurance policy, Tenant shall be solely responsible for insuring any of this personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall

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not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord.

(c) The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

21. **Agent:** The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

22. **Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

23. **Amendment of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

24. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.

26. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

27. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.

28. **Other Terms and Conditions:**

(a) If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.

(b) Itemize all addenda to this Contract and attach hereto:

- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (if Premises built prior to 1978)
- Maintenance Addendum (form 440-T)
- Early Termination by Military Personnel Addendum (form 441-T)
- Pet Addendum (form 442-T)
- OTHER: \_\_\_\_\_

(c) The following additional terms and conditions shall also be a part of this lease: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. **Inspection of Premises:** Within \_\_\_\_\_ days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-in Inspection Form.

30. **Notice:** Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: the address of the Premises

Landlord: the address to which rental payments are sent.

31. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in \_\_\_\_\_ (number) counterparts with an executed counterpart being retained by each party.

32. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT: \_\_\_\_\_ (SEAL)

LANDLORD: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_, AGENT

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

RESIDENTIAL RENTAL CONTRACT

Addendum A

Note: For due and proper consideration, the mutual receipt thereof is acknowledged by all parties, this Addendum shall serve as a modification to the Residential Rental Contract (the "Lease") for the Premises located at \_\_\_\_\_

\_\_\_\_\_ (*address*) (hereinafter "Premises"). Where this Addendum and the Lease may conflict, this Addendum shall control. The Paragraphs below that are designated with a check mark shall be part of the Lease:

- In addition to the duties in maintaining the Premises specified under the Lease, Tenant agrees to cut the grass at least once every two (2) weeks during the growing season, fertilize, weed, water and trim the yard as necessary.
- Tenant agrees to be in compliance with City Code and Neighborhood Rules and Regulations. Additionally, Tenant agrees to maintain in good working order all drainage systems on the Premises, including gutters if applicable.
- No alterations are to be made to the landscape of the Premises. Tenant further agrees not to place signs, exterior lights, satellite dish, or antennas about the Premises without Landlord's prior written consent, though as to satellite dishes, Landlord shall not unreasonably withhold consent so long as (1) the satellite dish is mounted and secured without damaging the remises in any way ("damaging the Premises" includes the use of drilling, bolting, or screwing support pieces onto any portion of a dwelling structure in any way); and (2) no cables or wires of any kind may be installed into or through any wall of the dwelling structure.
- Tenant shall pay the cost of security system monitoring if applicable and agrees to be responsible for any fees levied by third parties for false alarms.
- If, for any reason not in Landlord's control, Landlord is unable to deliver possession of the Premises to Tenant at the beginning of the Initial Term, and Landlord notifies Tenant of same any time prior to the beginning of the Initial Term and immediately upon learning of the inability to deliver possession, the Tenant shall have the option of (a) terminating the agreement and receiving a full

Tenant(s) \_\_\_\_\_

Landlord(s) Initials \_\_\_\_\_

refund of all sums paid to Landlord within five (5) business days of Landlord's receipt of Tenant's written notice of termination or (b) taking possession of the Premises within fifteen (15) day notice or (ii) the day Tenant rent shall begin (i) on the last day of the fifteen (15) day notice or (ii) the day Tenant takes possession of the Premises, which ever occurs first. Tenant's election, as described above, must be in writing and received by Landlord within ten (10) days of the date that Landlord notifies Tenant of the inability to deliver possession at the beginning of the Initial Term; Tenant's failure to make an election within ten (10) days shall automatically constitute Tenant's election of option (b), described above. In either case, upon Tenant's receipt of Landlord's notice of inability to deliver possession as required in this Paragraph, Tenant expressly understands and agrees that Landlord shall be released from any liability or obligation to Tenant for failure to deliver possession.

- No Smoking inside the property.
- Should the property be a part of a Neighborhood Association, tenant agrees to abide by all Rules and Regulations and pay any fines that might arise from violations of Neighborhood Association Rules and Regulations.

**RESIDENT:**

**LANDLORD:**

By/Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## MAINTENANCE ADDENDUM

**Premises:** \_\_\_\_\_

**PURPOSE.** The purpose of this Addendum is to give you, the Tenant, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. **It does not list everything you are responsible for maintaining.** Depending on what type of residence you are leasing (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains, some items on the following list may not apply to you. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.**

### VEHICLES

- You and your guests may park only in designated areas and not on the grass
- Keep driveways free of oil and grease
- Do not keep inoperable or unlicensed vehicles on the property
- You and your guests may not work on motor vehicles in the parking lot of the complex
- \_\_\_\_\_

### LIGHTS, FILTERS, FUSES, ETC.

- Replace burned-out electric light bulbs and blown fuses
- Reset tripped circuit breakers and oven timers
- Leave working light bulbs in all electrical sockets at end of tenancy
- Relight oil or gas furnaces and hot water heaters
- Replace heating/air conditioning filters at least every three months
- Leave new filter in the air return at end of tenancy
- \_\_\_\_\_

### CARPETS

- Use a professional carpet cleaning service to steam clean carpets unless you have written permission to clean them yourself
- \_\_\_\_\_

### FIRE SAFETY

- If you have never used a fireplace before, ask for instruction on how to use it
- Do not store ashes in trash cans
- Do not build a wood fire in a fireplace that has connections for gas logs
- Do not use kerosene heaters
- Do not use grills within 10 feet (horizontally or vertically) of anything that will burn
- \_\_\_\_\_

**WATER LINES.** To help prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle and place lights as appropriate
- If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house
- Disconnect garden hoses from the outside faucets
- \_\_\_\_\_

### PEST EXTERMINATION

- Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice and other pests
- \_\_\_\_\_

### LOCKS

- Do not change or remove any existing locks or add any additional locks without Agent's written permission
- Immediately provide Agent keys for any changed or additional locks
- \_\_\_\_\_

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North Carolina Association of REALTORS®, Inc.

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STANDARD FORM 440 – T

Revised 7/2004

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**MOLD AND MILDEW.** To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis
  - Remove moisture on windows, walls, and other surfaces as soon as possible
  - Immediately notify Agent of any evidence of a water leak or excessive moisture or standing water
  - Immediately notify Agent of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products
  - Immediately notify Agent of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems
  - Immediately notify Agent of any inoperable doors or windows
- 

**EXTERIOR MAINTENANCE**

- Mow the grass in a timely manner
  - Clean any gutters and trim any shrubs at least semi-annually
  - Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles
- 

**REPAIRS**

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you
  - If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you
  - You will be charged for any service calls to repair items that you are responsible for maintaining
  - You may not authorize any maintenance or repairs at Landlord's or Agent's expense
  - You will not be reimbursed for any unauthorized repairs that Landlord is responsible for
- 

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT:

LANDLORD:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

By: \_\_\_\_\_, AGENT

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning preventions.

**Lessor's Disclosure**

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

- ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- b) Records and reports available to the lessor (check (i) or (ii) below):

- i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below).

\_\_\_\_\_

- ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (initial)**

- c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

**Agent's Acknowledgment (initial)**

- e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

MECA by:

Lessor	Date	Agent	Date
--------	------	-------	------

\_\_\_\_\_  
Lessee

Property Address: \_\_\_\_\_

PET ADDENDUM

Premises: \_\_\_\_\_

This Addendum is attached to and made a part of the Residential Rental Contract ("Contract") between Landlord and Tenant for the Premises.

Landlord agrees that Tenant shall be permitted to keep a pet of the type described below on the Premises on the following terms and conditions:

1. Permitted Pet/Removal:

- a. Type Of Pet Permitted: \_\_\_\_\_
- b. The Tenant shall remove any pet previously permitted within \_\_\_\_\_ hours of written notification from the

Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized.

2. Pet Fee: Tenant shall pay a nonrefundable pet fee in the amount of \$ \_\_\_\_\_ ("Pet Fee"). Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by any pet kept by Tenant on the Premises, whether the damage is to the Premises or to any common areas used in conjunction with them.

3. Indemnity: Tenant agrees to indemnify and hold Landlord and Landlord's agents harmless from any liability to third parties which may result from Tenant's keeping of such pet.

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TENANT:

LANDLORD:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_ (SEAL)

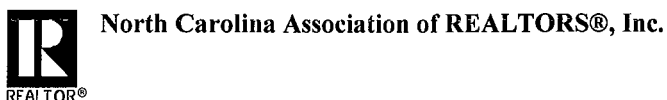
By: \_\_\_\_\_, AGENT

Date: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**LEASE ADDENDUM FOR CRIMINAL ACTIVITY**

1). The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity or drug-related criminal activity.

2). The Tenant, or any member of the Tenant's household, shall not permit the dwelling to be used for, or to facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity.

3). "Violent criminal activity" means any felonious criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.

4). "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute or use, a controlled substance (as defined in Section 102 of the Controlled Substances Act {{21 U.S.C. 802}}<sup>1</sup>

5). One or more violations of Section 1 or Section 2 of this Lease Addendum constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit.

6). Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.

7). In case of any conflict between the provisions of this Lease Addendum and any other provisions of this Lease, the provisions of this Lease Addendum shall govern.

8). This Lease Addendum is incorporated into the Lease between the Landlord and the Tenant, dated \_\_\_\_\_.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord By

\_\_\_\_\_  
Date

\_\_\_\_\_  
<sup>1</sup> The relevant North Carolina authority is the North Carolina Controlled Substances Act, Chapter 90, Article 5, North Carolina General Statutes.