

RESIDENTIAL RENTAL CONTRACT

RESIDENT: _____ (“Tenant”)

OWNER: _____ (“Landlord”)

REAL ESTATE MANAGEMENT FIRM: VERNON FOSTER MANAGEMENT & RENTALS, L.L.C. (“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: [X] monthly [] weekly [] yearly [] other: _____

LATE PAYMENT FEE: \$ _____ OR FIVE (5.0) % 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: \$ 32.00 (The maximum processing fee allowed under State law is \$25.00+ Bank Fee.)

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

LOCATION OF DEPOSIT: (insert name of bank): SELECT BANK

BANK ADDRESS: 431 N. SPENCE ST., GOLDSBORO, NC

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 FIVE (5.0) % 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: TEN (10) % of rental payment (Fee may not exceed ten percent (10%) of the rental payment.)
• SECOND TRIAL FEE: TWELVE (12) % 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 THIRTY (30) 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 _____ MONTH (PERIOD) TO _____ MONTH (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN. THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER THIRTY (30) 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 at 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.)

Tenant Initials _____



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 _____(Date/Amount). 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 TEN (10) 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 or fixtures) or permit any person, known or unknown to the Tenant, to do so;
- (i) commence all required utilities within 2-banking days of possession, including, but not limited to, water, electric, and gas services [NOTE: TENANT or its representative MUST BE on PROPERTY during any restoration or cut-on of required utilities.]
- (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) purchase or provide proof of Renters Insurance (Tenant Homeowner Insurance) protecting Tenant's personal possessions in amounts Tenant deems sufficient and insuring for Tenant's liability for damages to the leased PREMISES resulting from Tenant's acts or acts of Tenant's invitees or other occupants including personal injury to the person of the Tenant, Tenant's invitees or other occupants in amounts of no less than \$100,000.00 per incident. This Tenant Homeowner Insurance must be paid in full for the term agreed in this Lease and provide Agent copy of receipt for annual paid in full coverage on or before the seventh (7th) day of Tenant's possession.

6. **LESSOR'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:** LESSOR and TENANT agree that utility bills and service contracts ("Service Obligations") for 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"/>
Communications Wiring	<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"/>
^ - If provided by Landlord, use is limited to "reasonable"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
use as determined by Landlord. Excessive use will be reimbursed by TENANT upon NOTICE as provided in this Lease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. **Smoke and Carbon Monoxide Alarms:** 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.

The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy **and the Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

9. Rules and Regulations: The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. Tenant also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. **A copy of the existing Rules and Regulations, and any applicable homeowners' association regulations, are attached hereto acknowledged and signed by the Parties. These Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.**

10. Right of Entry: Landlord hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.

11. Damages: Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

12. Pets: Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals.

13. Alterations: The Tenant *shall not* paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions (*including* Satellite or Cable connections), or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created or removed and the Premises restored to original condition as of the beginning date of these terms at Tenant's expense and at the discretion of the Landlord.

14. Occupants: The Tenant shall not allow or permit the Premises to be occupied or used as a Residence by any person other than the Tenant and the Permitted Occupants. Anything to the contrary shall constitute a Breach of these terms. "Residence" is defined as person or person's possessions on/within Premises more than seven (7) consecutive days.

15. Rental Application: In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

16. 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 due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom 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 by paragraph 6 above to be performed by 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 clean 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 in paragraph 4 above.

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 ejectment proceeding.

(c) **Summary Ejectment Fees:** If a summary ejectment 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 ejectment 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 minimum amount of \$100,000.00 per incident.

_____ N/A 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 his 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

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) and TENANT'S receipt of EPA pamphlet entitled PROTECT YOUR FAMILY FROM LEAD IN THE HOME.
- 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:** On or before _____ (date), Tenant shall report all pre-existing damages and/or deficiencies on and within the leased PREMISES on the **CONDITION OF RENTAL PROPERTY CHECKLIST form**.

WARNING: Failure to complete and return the **form** shall constitute acceptance of Premises as being in good and repaired condition.

30. **Notice:** Any notices required or authorized to be given hereunder or pursuant to applicable law shall be transmitted by electronic mail (email) and copy delivered to Premises or address by hand and Posted prominently upon the primary entry door for:

Tenant: Email Address _____ ; Premises Address _____

Landlord: Email Address vfmr@vernonfoster.com ; Address 2803 W. Vernon Ave, STE D, Kinston NC 28504.

31. **Execution; Counterparts:** When Tenant signs this lease, it acknowledges having read and agrees to the provisions of this Lease. This Lease is executed in ONE (1) (number) counterpart with a DIGITAL COPY 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.

LANDLORD. By Agent under its authority:
VERNON FOSTER MANAGEMENT & RENTALS, L.L.C.

(SEAL)

Date: _____

(SEAL)

Date: _____

TENANT.

N/A

(SEAL)

Date: _____

TENANT.

N/A

(SEAL)

Date: _____



Vernon Foster Property Management & Rentals, L.L.C.

TENANT LEASE RULES AND REGULATIONS

1. **PETS ARE NOT ALLOWED.**
2. **All lawn areas & sidewalks** must be kept clear of debris and toys. All decks, patios, common areas, & yards must be kept neat and clean at all times. Decks/patios/lawns are not to be used for the storage of any items, including, but not limited to: indoor furniture, beds, desks, tools, trash, etc.
3. If residence is a **single family house**, the Tenant is responsible for any and all yard work including, but not limited to, mowing grass, leaf & straw raking, bush trimming and dead tree limb removal. Gutter cleaning is also the Tenant's responsibility (If applicable). Failure to maintain the yard, per the City of Kinston Code, will result in termination of your right to possession. Tenant will be responsible for any and all fees charged by the City of Kinston as a result of tenant's conduct.
4. If **Tenant's payment** is dishonored by a banking institution, Tenant will be responsible to pay for any charges assessed by Agent's bank, but not to exceed the maximum amount allowed by law.
5. **Outside grilling may not be conducted** within 10 (ten) feet of structure siding or roof structure, whichever is greater.
6. **Waterbeds, Fish Aquariums of 10 gallons or more and Above-Ground pools of any size** are **not** allowed.
7. If Tenant loses **entry keys**, Tenant must contact a locksmith to gain entry at the Tenant's own expense. During business hours, Tenant may come to the Management office and borrow a key, leaving a thirty dollar (\$30.00) key deposit. Keys must be returned to management office no later than 5:00pm, date of the occurrence. Existing key-pin combinations may NOT be altered.
8. If property has **baseboard electric heat**, it is imperative to keep ALL objects away from them – if storage areas contain heating/AC/plumbing equipment, the area must be maintained in such a manner so as not to create a FIRE HAZARD!
9. **Satellite dishes are not allowed** without **written permission and installation instructions from Agent**. Any damage as a result of satellite dishes will be the sole responsibility of the Tenant. No mounting hardware or other type of installation hardware will be allowed affixed to any surface of the improvement. **Written Agent Authorization required.**
10. **Phone wiring** maintenance & repair, **SMOKE DETECTOR** battery replacement, **CARBON MONOXIDE DETECTOR** battery replacement (*if applicable*) and cable television/internet wiring maintenance and repair is the responsibility of the Tenant. Any damage as a result of wiring of any type will be the responsibility of the Tenant. Tenant is responsible to replace smoke detector batteries and/or CO2 detector batteries and/or any other batteries used for the operation of the premises (such as HVAC thermostat batteries). **If batteries need replacement at time of lease termination, a fee of \$75.00 will be charged for battery replacement.**
11. **Parking** on the grass/yard is **not** allowed. **Any vehicle parked on the premises must be in operating condition, both legally (current plates, inspection stickers) and mechanically. (No flat tires, missing parts, etc.)** Any and all costs associated with a tenant owned vehicle that is cited by the City as a Code violation will be the responsibility of the tenant. If residence is in a multi-family building (more than one unit), the Tenant will be allotted the appropriate parking space(s) at the time of this lease. Recreation and commercial vehicles, including, but not limited to boats, campers, trailers, step vans, etc., are not allowed. No vehicle maintenance is allowed on the leased premise. (e.g.- changing oil, etc.).
12. The Tenant will be **responsible for any damages** incurred due to the hanging of mirrors, pictures or other similar articles on walls or ceilings. Tenant must use non-damaging adhesive hangers on all walls, example, COMMAND™ 3M hangers and strips. TENANT may **not** use nails, staples or any type of adhesive tape.
13. **Light bulb replacement**, both inside and out is the Tenant's responsibility. CFL Bulbs are not allowed.
14. **The Tenant will be responsible for any repairs to screens and glass surfaces (windows and doors)** regardless of the cause of damage or breakage. Window and door coverings (curtains and/or blinds) , if provided will be in "as is" condition. Sheets, blankets or other materials not designed for window and door coverings are prohibited.
15. **The toilet** and other plumbing apparatus will not be used for any purpose other than that for which they are constructed. No sweepings, food, rubbish, rags, sanitary napkins, paper towels or other substances will be thrown therein. **Any toilet and/or drain/sewer line/disposal stoppage will be the sole responsibility of the Tenant unless it is due to mechanical failure. Plumbing supply lines and discharge lines which burst due to freezing weather are agreed to be negligence of the Tenant and Tenant shall pay the cost of repair.**
16. **All damages** will be reported to the Management Co. **immediately** upon discovery. However, reporting damages does not release Tenant from the responsibility for damage or for future damage resulting from negligence or undue delay.



17. **Tenant will be responsible** for the actions of all occupants, their guests and invitees.
18. **The changing of heating and AC filters is the sole responsibility of the Tenant. Filters should be changed at least every thirty days or as needed. (Changing the filters will save on your electric bill and maintain the HVAC system).** Any damage to the HVAC system as a result of dirty filters will be the responsibility of the Tenants. If heating system requires fuel oil, Tenants will be responsible for keeping enough fuel oil in the tank for proper operation. If heating system is damaged or requires service as a result of Tenants allowing fuel oil to run low or out, the Tenants will be responsible for damages and the service call. If property requires natural or propane gas for heating, the Tenant must keep gas service connected and is not allowed to heat the property in full or in part with any alternative heating source. Any damage to the property as a result of non-use of the primary heating source or the use of a secondary heating source will be the Tenant's responsibility.
19. Tenants will not make or permit any **disturbing noises** in or about the premises, or to permit anything by such persons that will interfere with the rights, comforts or conveniences of any other leasehold regardless of the hour of day or night.
20. No resident will do or permit anything to be done in or on said premises, or to bring or keep anything therein which would result in an increase in the present **Hazard insurance** rate thereon. **Trampolines in any form** are prohibited on Property.
21. **No business** of any type may be operated from the residence.
22. **No locks** will be changed or additional locks added to the property without the written consent of AGENT.
23. If TENANT **fails to return keys** within 24 hours of vacating the premises, there will be a \$75.00 charge to replace locks.
24. **LESSOR will not be responsible for exterminating pests of any kind, exception, first five (5) days of occupancy.** [See Item No. 32 below for additional requirements and information.]
25. If the premise has **air-conditioning provided**, additional window air-conditioning units are **not allowed**.
26. **Maintenance request must be submitted in writing to the Management office as provided in the Lease.** [EMERGENCIES BY PHONE REQUEST LIMITED TO: Emergency/911 response due to fire, storm or criminal act; Failure of heating system when ambient temperature is below 55 degrees for extended period of time; Improvement/Residence cannot be secured/locked with existing locksets and/or key; or, any condition defined by Statute as an "emergency".
27. **Any costs**, including, but not limited to, Court Costs, Filing Fee, Appearance Fee, attorney fees and any other cost allowed by Law incurred for the purpose of enforcement of this lease agreement, will be the sole responsibility of TENANT.
28. **Fireplaces** may not be used, exception, if gas logs are present at the time of this lease.
29. **Use of tobacco products (smoking) is strictly prohibited inside all dwellings, violators will be subject but not limited to any cost associated with repairs of stains, burn marks and removing odors, etc.**
30. If property is damaged or destroyed, the Landlord/Agent will not be responsible for repair and/or replacement of Tenants' personal property, nor will the Landlord/Agent be responsible for providing any temporary housing should property become uninhabitable. **Tenants should own or purchase Tenant Homeowners Insurance or Renter's Insurance protecting its personal property from loss.**
31. Tenant must keep **all utilities**, including, but not limited to, water, gas, electricity, propane, fuel oil, etc., on (or fuel oil and propane in tank) at all times during terms and any period of holdover. Any damage incurred as a result of utilities not being on (such as frozen, burst plumbing, damage to HVAC system, etc.) will be the sole responsibility of the Tenant(s).
32. Tenants are responsible for keeping said premises **clean and neat** so as not to be conducive to insects and rodents. If said unit is not kept in a clean and neat manner, Agent may terminate lease agreement. Premises are provided free of infestation by cockroach [limited to American or German, but **excluding** Palmetto bug or (misnamed) "Water Bug"] fleas and Cimex Lectularius (bed bugs). TENANT may request inspection by LESSOR for suspected infestation **within the first 5 days of TENANT'S terms. If infestation occurs after the first 5 days of TENANT'S terms. TENANT will be liable for the cost of extermination by a NC Licensed Pest Control Operator.** TENANT will be responsible for the proper and appropriate clean-up subsequent to extermination.
33. If residence is located in a **homeowner association**, Tenants must abide by the Homeowners Association By-Laws, a copy of which will be provided, if applicable.



- 34. **IF RESIDENCE HAS GAS LOGS, FIREPLACE DAMPER/FLUE MUST BE OPEN DURING OPERATION OF GAS LOGS.**
Tenant(s) agrees to operate gas logs at its own risk and expense.
- 35. Tenant understands that if property is cited for a **government code violation** and this is due to the conduct of tenant, other occupants or invitees of Tenant, the tenant will be responsible for any and all fees due to the Code violation. Tenant also understands that if property is cited for a government violation due to the conduct of the tenant, tenant's right to occupancy will be terminated.
- 36. Tenant shall **remove all trash**, household garbage and other refuse from the property in lawful and timely manner.
- 37. **Possession Defined.** Earned rental and all other Lease provisions shall remain active and enforce until Tenant surrenders the entry key(s) to the physical hands of Agent. Note: Tenant's surrender of key(s) does NOT cease nor mitigate Tenant's obligations to pay any remaining lease terms or other obligations secured by the written Lease.
- 38. **Tenants will complete, sign, and return a Move-In Inspection Report listing any existing deficiencies or damages to the Property. If the inspection report is not completed, signed and returned within seven (7) days of this Lease, it is mutually agreed the Property is in good repair exhibiting no pre-existing deficiencies or damages.**

ACKNOWLEDGEMENT OF THESE TENANT LEASE RULES AND REGULATIONS for the Premises of

_____ (STREET ADDRESS/LEASEHOLD).

TENANT _____

_____ (SEAL)

_____ (DATE)

TENANT _____

_____ (SEAL)

_____ (DATE)

TENANT _____

_____ (SEAL)

_____ (DATE)

VERNON FOSTER MANAGEMENT & RENTALS, L.L.C., AGENT

_____ (SEAL)

_____ (DATE)





Condition of Rental Property Checklist

TENANT(s) complete(s) this CHECKLIST and returns to LESSOR/AGENT within seven days of possession and TENANT(s) and LESSOR/AGENT review completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. TENANT(s) and LESSOR/AGENT uses the MOVE-IN CHECKLIST during the pre-move out inspection and again when determining if any of TENANT's deposit will be retained for cleaning or repairs after move-out.

BESPECIFIC and DETAILED when filling out the checklist. RETURN FORM ON OR BEFORE _____.

Failure to return this form shall constitute full acceptance of the Property in a good and repaired condition exhibiting no damages.

PROPERTY ADDRESS _____

TENANT(S) _____

ROOM/COMPONENT	OK - NEEDS REPAIR	ACTION	MOVE-OUT OK - PROBLEM
LIVING ROOM			
Floor & Floor Covering			
Walls & Ceiling			
Door(s)			
Door Lock(s) & Hardware			
Lighting Fixture(s)			
Window(s) & Screen(s)			
Window Covering(s)			
OTHER			
OTHER			
OTHER			
KITCHEN			
Floor & Floor Coverings			
Walls & Ceiling			
Door(s)			
Door Lock(s) and Hardware			
Window(s) & Screen(s)			
Window Covering(s)			
Light Fixture(s)			
Cabinets/Inside Drawers			
Counters			
Stove/Burners.Controls			
Rangehood Top, Outside, Fan, Light			
Refrigerator			
Dishwasher			
Sink(s) & Plumbing			
Garbage Disposal			
OTHER			

CONDITION OF RENTAL PROPERTY CHECKLIST

ROOM/COMPONENT	OK - NEEDS REPAIR	ACTION	MOVE-OUT OK - PROBLEM
DINING ROOM			
Floor & Floor Covering(s)			
Walls & Ceiling			
Light Fixture(s)			
Window(s) & Screen(s)			
Window Covering(s)			
Other			
BATHROOM #1			
Floors & Floor COvering(s)			
Walls & Ceilings			
Counters & Surfaces			
Window(s) & Screen(s)			
Window Covering(s)			
Sink & Plumbing			
Bathtub/Shower			
Toilet			
Light Fixture(s)			
Door(s)			
Door Lock(s) & Hardware(s)			
Inside Drawers			
BATHROOM #2			
Floor & Floor Covering(s)			
Walls & Ceiling			
Counters & Surfaces			
Window(s) & Screen(s)			
Window Covering(s)			
Sink & Plumbing			
Bathtub/Shower			
Toilet			
Light Fixture(s)			
Door(s)			
Door Lock(s) & Hardware(s)			
Inside Drawers			

CONDITION OF RENTAL PROPERTY CHECKLIST

ROOM/COMPONENT	OK - NEEDS REPAIR	ACTION	MOVE-OUT OK - PROBLEM
BEDROOM #1			
Floor & Floor Covering(s)			
Walls & Ceiling			
Window(s) & Screen(s)			
Window Covering(s)			
Closet(s), including Doors & Tracks			
Lighting Fixture(s)			
OTHER			
OTHER			
Door(s)			
Door Lock(s) & Hardware			
BEDROOM #2			
Floor & Floor Covering(s)			
Walls & Ceiling			
Window(s) & Screen(s)			
Window Covering(s)			
Closet, including Doors & Tracks			
Lighting Fixtures			
OTHER			
OTHER			
Door(s)			
Door Lock(s) & Hardware			
BEDROOM #3			
Floor & Floor Covering(s)			
Walls & Ceiling			
Window(s) & Screen(s)			
Window Covering(s)			
Closet, including Doors & Tracks			
Lighting Fixtures			
Comments			
OTHER			
Door(s)			
Door Lock(s) & Hardware			
HALL			
OTHER			
OTHER			

CONDITION OF RENTAL PROPERTY CHECKLIST

ROOM/COMPONENT	OK - NEEDS REPAIR	ACTION	MOVE-OUT OK - PROBLEM
OTHER COMPONENTS			
Heating System/Filter(s)			
Air Conditioning/Filter(s)			
Stair(s)			
Hallway(s)			
Lawn(s) & Garden(s)			
Patio, Terrace, Deck, etc			
Parking Area(s)			
Front/Back Porch			
Other			
Other			
Other			
# of Keys Received:	Doors	Garage Remote	Mailbox
<p>Tenant(s) acknowledge the smoke alarm(s) and carbon monoxide alarm(s) (if applicable) were tested and found to be in working order. Tenant(s) agree to test all detectors at least once a month and to report any problems to LESSOR/AGENT in writing and Tenant shall replace batteries during terms and holdover as required.</p>			
<p>Comments: TENANT DID / DID NOT PROVIDE IMAGES OF PRE-EXISTING DAMAGE and/or EXCESSIVE WEAR AS FURTHER DOCUMENTATION AND AGENT ACKNOWLEDGES RECEIPT OF THESE IMAGES. _____ Agent Initials</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			

LEASE TERMS REQUIRE TENANT TO COMPLETE AND INSPECTION RETURN FORM ON OR BEFORE _____.

_____, TENANT
(SEAL)

_____, Date

_____, AGENT
(SEAL)

_____, Date

_____, TENANT
(SEAL)

_____, Date



Failure to return this form shall constitute full acceptance of the Property in a good and repaired condition exhibiting no damages.