RESIDENTIAL RENTAL AGREEMENT

BASIC INFORMATION

Date:_____**Landlord**:_____

Tenant(s): The following individual(s) hereinafter referred to as "Tenant" are authorized to occupy the Premises.

_____

Landlord rents to Tenant the following described property (the "Premises"):

_____

together with the following items of personal property:

Range _____ **Refrigerator _____** **Washer/Dryer _____** **Garbage Disposal _____**
Dishwasher _____ **Blinds _____** **Garbage Can _____** **_____ _____**

on the terms and conditions stated below.

_____

SUMMARY OF FEES, DEPOSITS AND RENT

Monthly Rent: $_____

Security Deposit: $_____ (may not exceed 1.5 months rent for month to month tenancy or two months rent for terms greater than month-to-month)

Additional Security Deposit for Pet: $_____

Nonrefundable Fees: Dishonored Check: $_____ Pet Fee: $_____ Late Fees: $_____ (may not exceed the greater of $15.00 or 5% of the monthly rent)

Complaint Filing Fee: The greater of $15.00 or 5% of the monthly rent ($_____) and chargeable if the Tenant is in default of the lease and the Landlord files and serves a complaint for summary ejectment and/or money owed, the Tenant cures the default or claim and the Landlord dismissed the complaint prior to judgment.

Court Appearance Fee: 10% of the monthly rent ($_____) and chargeable if the Tenant was in default of the lease, the Landlord files, serves and successfully prosecutes a complaint for summary ejectment and/or monies owed in the small claims court and neither party appealed the judgment of the magistrate.

Second Trial Fee: 12% of the monthly rent ($_____) and chargeable for a new trial following an appeal from the judgment of a magistrate if the Tenant is in default of the lease and the Landlord prevails.

SECTION 1: TERM

This Rental Agreement is for: **a fixed term [___] month-to-month [__] year-to-year [___]**.

1.1 Fixed Term. These provisions apply if the rental agreement is for a fixed term.

1.1.1 The term of this Rental Agreement shall be from _____and continue through_____ .

1.1.2 Extension. If, after the expiration or termination of this Rental Agreement, Tenant shall remain in possession of the Premises and continue to pay rent without any written agreement as to such possession, then Tenant shall be regarded as a Tenant from month-to-month. As a month-to-month Tenant, rental payments shall be payable in advance in an amount equivalent to the last month's rent paid under this Rental Agreement.

SECTION 2: OCCUPANCY

2.1 Possession. Tenant's right to possession and obligations under the Rental Agreement shall commence at 12:01 a.m. on (Date) _____, or on such later date as the Premises are available for possession by Tenant if possession is not given on the beginning day of the term. If Landlord is unable to give Tenant possession of the Premises on or before the above

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date, Tenant may rescind the Rental Agreement by written notice to Landlord at any time thereafter, prior to the date on which possession is tendered by Landlord.

SECTION 3: RENTS, UTILITIES, AND OTHER CHARGES

3.1 Monthly Rent. Tenant shall pay to Landlord as rent the amount entered in the summary table per month. Rent shall be payable on the first day of each month in advance at:

_____

or at such other place as may hereafter be designated by Landlord.

3.1.1 Rent checks shall be made payable to:_____

3.2 Utilities. Utilities shall be paid as follows **(O= Owner Pays T= Tenant Pays)**:
Electricity ____ Natural Gas ____ Water ____ Sewage ____ Garbage ____ Telephone ____ Cable _____

3.2.1 The following utilities are paid directly to the utility or service provider:

_____

3.2.2 The following utilities must be paid to the landlord because they are provided to the property, but are billed to the landlord:_____.

The charges for these utilities are billed to the tenant by the landlord and include the cost of utilities as billed to the landlord.

3.2.2(a) Water or Sewer Service Billed by Landlord. The charges for water or sewer service are based on the user's metered consumption of water which shall be determined by the metered measurement of all water consumed. The rate charge by Landlord shall not exceed the unit consumption rate charged by the supplier of the service. The cost of water or sewer service that is billed to the Tenant does not include the cost of water and sewer service used in the common areas or water loss due to leaks in the Landlord's water mains. The Landlord shall maintain records for 12 months that demonstrates how each Tenant's allocated costs were calculated for water and sewer service. Tenant may inspect such records during reasonable business hours upon advanced written notice to the Landlord. Landlord charges an administrative fee for providing water or sewer service in the amount of $_____.

3.3 Security Deposit. Tenant shall deposit the sum shown in the summary table with Landlord upon the execution of the Rental Agreement as a security deposit to be applied to remedy any default by Tenant in performance of Tenant's obligations under this Rental Agreement or law and as permitted in G.S. 42-51, not including ordinary wear and tear nor in excess of Landlord's actual damages. Tenant acknowledges receiving and signing a property checklist report at the beginning of the tenancy that describes the condition and cleanliness of the dwelling unit. Within 30 days after termination of the tenancy, Landlord shall either refund the deposit to Tenant or shall give Tenant a written accounting by first class mail stating the basis or bases of Landlord's claim to the deposit. If the Landlord is not able to determine the total amount to be applied against the deposit, Landlord shall provide Tenant with an interim accounting within 30 days after the termination of the Rental Agreement and a final accounting within 60 days after the termination of the tenancy. Tenant shall provide a forwarding address to the Landlord and U.S. Postal Service upon vacating the Premises. If Tenant fails to provide a forwarding address and the Tenant's address is unknown to the Landlord, the Landlord shall apply the deposit as permitted in G.S. 42-51 and hold the balance for collection by the tenant for six months. Tenant is responsible for any sums due for defaults of the Tenant under the Rental Agreement and costs of repairing damages that exceed the amount of the security deposit.

3.3.1 Upon occupying the unit tenant shall receive a signed copy of the lease agreement, a move-in form for specifying existing damages to the dwelling unit and written notification to the tenant that the tenant may be present at the move-out inspection. Upon tenant request, landlord shall notify the tenant when the landlord's move-out inspection will occur. Tenant shall examine the premises and complete a move-in checklist. At the termination of the Rental Agreement, Tenant agrees to leave the dwelling unit and premises the same condition (excepting ordinary wear and tear) as at the inception of the Rental Agreement.

3.4. Late Fee. Rent is due in advance on the first day of each month and a late charge in the amount shown in the summary table shall be imposed if rent is not received by the landlord by 5th day of the rental period. If the rent is paid by mail, a late charge in the amount shown in the summary table shall be imposed if the rent is not mailed by 5th day of the rental period.

3.5 Dishonored Check. Any dishonored check shall be subject to the same late charge plus $_____. This sum shall be in addition to any late fees for unpaid rent. If two dishonored checks are received, then the landlord will not accept any additional checks for rent. Rent will have to be paid by money order or cashier's check. Late charges and other fees are due in full when the rent is paid late.

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3.6 Application of Payments. All payments may be applied to the Tenant's account in the following order: First to nonrefundable fees and late fees, then to security deposits, then to damages caused by tenant, then to past due rent and then to current rent.

SECTION 4: USE OF PREMISES

4.1 Permitted Use. The Premises shall be used as a dwelling unit and for no other purpose. No persons other than the immediate family or Tenant shall reside on the Premises. Unauthorized occupants may result in the termination of the Rental Agreement. Tenant shall keep all areas of the Premises clean, safe, sanitary and free from the accumulation of debris, filth, rubbish, garbage, rodents, and vermin**.**

4.2 Pets. Tenant shall maintain no pets on the Premises without the prior written consent of Landlord**.**

4.2.1 Approved Pets. Landlord has agreed to allow the following pets at the Premises:

_____

4.3 Rules and Regulations. Tenant shall not permit any acts to be done on the Premises in violation of any law or ordinance. In addition, Tenant shall comply with the rules and regulations and with any additional rules and regulations of which Tenant is hereafter given notice.

4.4 Extended Absence. Tenant shall notify Landlord in writing of any anticipated absence in excess of seven days.

4.5 Alterations. Tenant shall not make or permit any alteration to be made on the Premises without the prior written consent of Landlord.

4.6 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

_____

4.6.1 Refrain from any use that would be reasonably offensive to Landlord, other Tenants, or owners or users of adjoining Premises or that would tend to create a nuisance or damage the reputation of the Premises.

4.6.2 Refrain from making any marks on or attaching any sign, insignia, air conditioner, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord. Any walls that the tenant chooses to paint themselves must be approved in writing by the landlord prior to application of paint. If the walls are pre-approved to be painted by the landlord, the tenant must return the walls to the original paint color to a professional standard. All walls that are not re-painted to a professional standard in the original will be considered a breach of this lease agreement and the tenant will be responsible for the reasonable cost of returning the surface to it's original color.

4.6.3 Refrain from maintaining any vehicle on the premises that has not been registered (included on the application) with the landlord. No more than _____ vehicles can be registered at any one time. If a garage is included, refrain from using the garage for any other purpose than storing cars and household items.

4.6.4 Smoking is: Not allowed _____ Allowed _____ Outside only____

4.6.5 Refrain from conducting any commercial activity or services for compensation in or on the Premises without Landlord's prior written consent.

SECTION 5: REPAIRS AND MAINTENANCE

5.1. Yard Care. Responsibility for Yard care: **Landlord ____ Tenant ____**
If tenant is responsible for yard care, tenant shall maintain the Premises, including the yard, in at least as good a condition as the Premises were in at the commencement of this Rental Agreement. If there is a sprinkler system, tenant shall use such system as is appropriate to keep the yard maintained consistent with the surrounding community.

5.2 Tenant's Responsibilities Tenant shall

_____

5.2.1 In the event of severe cold weather, Tenant shall take reasonable steps to prevent pipes from freezing including but not limited to maintaining adequate heat, covering any foundation vents and disconnecting exterior hoses. If tenant fails use reasonable care to prevent pipes from freezing, Tenant shall be responsible for all costs to repair pipes due to freezing weather.

5.2.2 Tenant shall be responsible for testing any smoke alarm every six months in accordance with the move-in checklist provided to Tenant and shall notify Landlord of any malfunction.

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5.2.3 Tenant agrees to notify Landlord in writing promptly of all required repairs and consents to the entry of Landlord to make repairs requested in writing.

5.2.4 Prior to move out, tenant shall clean interior and exterior of rental home to a professional quality level. Tenant shall be responsible for the actual costs cleaning. All nail or tack holes needed to be properly repaired.

SECTION 6: Assignment and Sublease

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. Such consent shall not be unreasonably withheld. No consent in one instance shall prevent this provision from applying to a subsequent instance.

SECTION 7: Landlord Rights

7.1 Nonconformance with Rental Agreement or G.S. 42-43. In the event the tenant fails to comply with their duties as specified in Rental Agreement or G.S. 42-4, the Landlord after thirty (10) days notice or in the case of emergency as promptly as the conditions warrant may proceed to conduct any repairs and terminate this rental agreement and recover possession as provided by law.

7.2 Nonpayment of Rent. If rent is unpaid when due and Tenant fails to pay rent when due, Landlord may, after ten (10) days written notice of nonpayment and Landlord's intention to terminate the Rental Agreement if the rent is not paid within that period, immediately terminate the Rental Agreement and take possession according to law.

7.3 Other Breaches. In the case of any other material noncompliance by Tenant with the terms of the Rental Agreement or Landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate on a date not less than ten (10) days after receipt of notice if the breach is not remedied.

7.4 Abandoned Property. Property of Tenant left on the Premises after surrender or abandonment of the Premises or termination of this Rental Agreement by any means shall be deemed abandoned and, after proper notice as required by law, shall be disposed of in accordance with law.

SECTION 8: MISCELLANEOUS

8.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Rental Agreement, including acceptance by Landlord of late payment of rent, shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions. If any portion of this agreement is ruled unenforceable by any court, all other portions for the agreement remain in full force and effect.

8.2 Attorney Fees and Costs. In the event any suit or action is brought to collect rents or to enforce any provision of this Rental Agreement or to repossess the Premises, reasonable attorney fees at trial and on appeal shall be awarded to the prevailing party together with costs and necessary disbursements, notwithstanding any agreement to the contrary**.**

8.3 Notices. Notices required by this Rental Agreement may be delivered by personal delivery or positing on the main entrance of the dwelling or by first class mail. Notices that are served by first class mail shall be deemed served on the third day after they are deposited in the U.S. mail postage prepaid.

8.4 Prior Agreements. This document is the entire, final, and complete agreement of the parties pertaining to the Rental Agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Rental Agreement or the Leased Premises are concerned (save and except for the application, if any, and move-in checklist recited in this Rental Agreement).

8.5 Modification. No modification of this Rental Agreement shall be valid unless in writing and signed by the parties hereto.

8.6 Disclosures. The person authorized to manage the premises is:

Name:_____
Address:_____

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SECTION 9: RECEIPT OF DOCUMENTS

Tenant acknowledges receipt of a copy of this Rental Agreement and the rules and regulations.

Addendums and documents made a part of this Rental Agreement and agreed to by Landlord and Tenant

The following addendums and documents are made a part of this agreement (Check all that apply)

Application _____ Check-in Accounting _____ Smoke Detector Acceptance _____

Co-Signer Agreement _____ Rules and Regulations _____

Pet Agreement _____ Addendum _____ Lead-Based Paint Disclosure _____

The parties have executed this Residential Rental Agreement on the date first written above, which is its effective date.

NOTE: ALL BLANKS MUST BE FILLED IN PRIOR TO EXECUTION.

_____

Landlord **Date**

_____ _____

Tenant **Date** **Tenant** **Date**

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