

My Townhome  
1500 South Blvd., Suite 101-B  
Charlotte, NC 28203-  
Phone: 704-377-4567 Agent Fax: 704-377-4588  
tj@mytownhome.com

RESIDENTIAL RENTAL CONTRACT

RESIDENT:

("Tenant")

OWNER:

("Landlord")

REAL ESTATE MANAGEMENT FIRM: My Townhome ("Agent")

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

Street Address: \_\_\_\_\_

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: \$ 15.00 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): Paragon Commercial Bank

BANK ADDRESS: 4725 Piedmont Row Drive, Suite 200, Charlotte, NC 28210

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 16) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: \$ 15.00 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.)

PETS:  PETS NOT ALLOWED  PETS ALLOWED NONREFUNDABLE PET FEE (if pets allowed): \$ \_\_\_\_\_

TYPE OF PET PERMITTED (if pets allowed): \_\_\_\_\_

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

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 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 AND MAY THEREAFTER BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER 30 DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE THEN CURRENT PERIOD OF THE TENANCY.



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North Carolina Association of REALTORS®, Inc.

Tenant Initials \_\_\_\_\_

PREPARED BY: Thomas Larsen, 9/6/2011 11:39:49 A.M.  
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STANDARD FORM 410-T  
Revised 10/2009  
© 7/2011

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 not received by midnight on the fifth (5th) day after it is due. *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 sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or nonfulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Tenant Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If the extent of Landlord's claim against the security deposit cannot be determined within 30 days, Landlord shall provide Tenant with an interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the Premises to Landlord and shall provide a final accounting within 60 days after termination of the tenancy and delivery of possession of the Premises to Landlord. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay said balance 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 the above 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; and

(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.

(l)

#### See Rental Addendum "A" Tenant's Obligations

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 10, 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. **Smoke and Carbon Monoxide Detectors:** Pursuant to North Carolina General Statutes § 42-42 and 42-43, the Landlord shall provide and install operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval. Effective January 1, 2010, if the Premises has a fossil-fuel burning heater or appliance, fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide detector per level in the Premises, either battery operated or electrical, that is listed by a national, OSHA-approved testing laboratory. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide detector. The Landlord shall replace or repair the smoke or carbon monoxide detector 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 detector 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 detectors at the beginning of the Initial Term of the tenancy; **the Tenant shall replace the batteries as needed during the tenancy.**

8. **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 and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

9. **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.

10. **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.

11. **Pets:** If pets are not allowed, Tenant agrees not to keep or allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals. If pets are allowed, 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. If pets are allowed, Tenant agrees to reimburse Landlord for any primary or secondary damages caused thereby whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties which may result from Tenant's keeping of such pet or pets.

The Tenant shall remove any pet previously permitted within 24 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.

12. **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, or improvements in or to 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.

13. **Occupants:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.

14. **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.

15. **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.

16. **Tenant's Default:** In the event the Tenant shall fail to:

(a) pay the rentals herein reserved as and when they shall become due hereunder; or

(b) 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, then 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 (i) terminate this lease or (ii) terminate the Tenant's right to possession of the Premises without terminating this lease. 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. 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, only one of which Landlord is entitled to charge and retain. The Complaint-Filing Fee may be charged if: (i) Tenant was in default of this lease, (ii) the Landlord filed and served a complaint for summary ejectment and/or money owed, (iii) Tenant cured the default or claim, and (iv) Landlord dismissed the complaint prior to judgment. The Court Appearance Fee may be charged if: (i) Tenant was in default of the lease, Landlord filed, served, and prosecuted successfully a complaint for summary ejectment and/or monies owed in small claims court, and (iv) neither party appealed the judgment of the magistrate. The Second Trial Fee may be charged for a new trial following an appeal from the judgment of a magistrate, provided Landlord proves: (i) that Tenant was in default of the lease and (ii) Landlord prevailed. (NOTE: If the rent is subsidized by HUD, the US Department of Agriculture, a State Agency, a public housing

authority, or a local government, any fee charged pursuant to this paragraph 16 shall be calculated on Tenant's share of the rent only.) 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. 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. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

**17. 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.

**18. Removal, Storage and Disposition of Tenant's Personal Property:**

(a) Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the Landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the Tenant to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.

(b) If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

**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:** The 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. 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. **Other Terms and Conditions:**

(a)  (Check if applicable) The Premises were built prior to 1978. (Attach Standard Form # 430 - T, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.")

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

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

**As stated in Addendum "A" Tenant's Obligations**

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

**1. Addendum "A" Tenant's Obligations**

**2. Working with Real Estate Agents**

**3. Maintenance Addendum**

**4. Property Received with Lease Agreement**

28. **Inspection of Premises:** Within 3 days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-in Inspection Form

29. **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.

30. **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 2 (number) counterparts with an executed counterpart being retained by each party.

31. **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) Date: \_\_\_\_\_

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

By: \_\_\_\_\_, AGENT (SEAL) Date: \_\_\_\_\_

**Thomas Larsen**

## WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS)

*NOTE. This form is designed for use by agents working with landlords and/or tenants. It is similar, but not identical, to the "Working with Real Estate Agents" brochure published by the NC Real Estate Commission (available in letter-length format as NCAR Standard Form #520), which **must** be used by agents working with sellers and/or buyers.*

When leasing real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the landlord. In others, the landlord and tenant may each have agents. And sometimes the same agents work for both the landlord and the tenant. It is important for you to know whether an agent is working for you as your agent or simply working with you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide landlords and tenants, and it will help explain how real estate agents are paid.

### LANDLORDS

#### ***Landlord's Agent***

If you are leasing real estate as a landlord, you may want to "list" your property for lease with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with tenants as your *landlord's agent*. You may also be asked to allow agents from other firms to help find a tenant for your property.

Be sure to read and understand the listing agreement before you sign it.

***Duties to Landlord:*** The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective tenants or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would *not* want a tenant to know.**

***Services and Compensation:*** To help you lease your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you lease your property, you will pay the listing firm a commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the tenant.

#### ***Dual Agent***

You may even permit the listing firm and its agents to represent you **and** a tenant at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *tenant's agent* with someone who wants to lease your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to sign a separate agreement or document permitting the agent to act as agent for both you and the tenant.

It may be difficult for a *dual agent* to advance the interests of both the tenant and landlord. Nevertheless, a *dual agent* must treat tenants and landlords fairly and equally. Although the *dual agent* owes them the same duties, tenants and landlords can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the landlord and another agent represents the tenant. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction.

### TENANTS

When leasing real estate as a tenant, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a *tenant's agent*). You may be



willing for them to represent both you and the landlord at the same time (as a **dual agent**). Or you may agree to let them represent only the landlord (**landlord's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

### **Tenant's Agent**

**Duties to Tenant:** If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *tenant's agent*, they may not give any confidential information about you to landlords or their agents without your permission so long as they represent you. But **until you make this agreement with your tenant's agent, you should avoid telling the agent anything you would not want a landlord to know.**

**Unwritten Agreements:** To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent you and assist you for a time as a *tenant's agent* without a written agreement. But if you decide to make an offer to lease a particular property, the agent must obtain a written agency agreement. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential. Furthermore, if you later lease the property through an agent with another firm, the agent who first showed you the property may seek compensation from the other firm.

Be sure to read and understand the agency agreement before you sign it.

**Services and Compensation:** A *tenant's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property • prepare and submit a written offer to the landlord and • otherwise promote your best interests. A *tenant's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the landlord or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *tenant's agent* is spelled out in a tenant agency agreement before you make an offer to lease property and that you carefully read and understand the compensation provision.

### **Dual Agent**

You may permit an agent or firm to represent you and the landlord at the same time. This "dual agency relationship" is most likely to happen if you become interested in a property listed with your *tenant's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your tenant agency agreement, your *tenant's agent* will ask you to sign a separate agreement or document permitting him or her to act as agent for both you and the landlord. It may be difficult for a *dual agent* to advance the interests of both the tenant and landlord. Nevertheless, a *dual agent* must treat tenants and landlords fairly and equally. Although the *dual agent* owes them the same duties, tenants and landlords can prohibit *dual agents* from divulging certain confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the landlord and another agent represents the tenant. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

### **Landlord's Agent Working With a Tenant**

If the real estate agent or firm that you contact does not offer *tenant agency* or you do not want them to act as your *tenant's agent*, you can still work with the firm and its agents. However, they will be acting as the *landlord's agent* (or "subagent"). The agent can still help you find and lease property and provide many of the same services as a *tenant's agent*. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the landlord - not you - and therefore must try to obtain for the landlord the best possible price and terms for the landlord's property. Furthermore, a *landlord's agent* is required to give the landlord any information about you (even personal, financial or confidential information) that would help the landlord in the lease of his or her property. Agents must tell you *in writing* if they are *landlords' agents* before you say anything that can help the landlord. But **until you are sure that an agent is not a landlord's agent, you should avoid saying anything you do not want a landlord to know.**

*Landlords' agents* are compensated by the landlords.

\_\_\_\_\_  
Date

**My Townhome**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Agent Name

\_\_\_\_\_  
*License Number*

***Disclosure of Landlord Subagency***

*When showing you property and assisting you in leasing a property, the above agent and firm will represent the **LANDLORD**. For more information, see "Landlord's Agent Working with a Tenant" in the brochure.*

*Agent's Initials Acknowledging Disclosure:* \_\_\_\_\_

**WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS)**

*This is not a contract*

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

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 \_\_\_\_\_ Date \_\_\_\_\_

(Print or Type)

Signature

**My Townhome** \_\_\_\_\_

*Firm Name*

\_\_\_\_\_  
*Agent Name and License Number*

***Disclosure of Landlord Subagency***

*When showing you property and assisting you in leasing a property, the above agent and firm will represent the LANDLORD. For more information, see "Landlord's Agent Working with a Tenant" in the brochure.*

*Tenant's Initials Acknowledging Disclosure:* \_\_\_\_\_

***Agents must retain this acknowledgment for their files.***

**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
- \_\_\_\_\_



Tenant initials \_\_\_\_\_

**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
- \_\_\_\_\_

**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
- \_\_\_\_\_

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

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

By: \_\_\_\_\_, AGENT (SEAL) Date: \_\_\_\_\_

**RENTAL ADDENDUM "A" Tenant's Obligations**

- 1. Tenant to deliver security Deposit in the form of guaranteed funds with signed lease prior to full execution by landlord.
- 2. A rental payment equal to the first full month's rent is due from tenant in the form of guaranteed funds prior to receiving keys and taking occupancy. Should the initial term commence on a day other than the first day of the payment period, the prorated rent for the first payment period will be due on the first day of the second payment period.
- 3. Tenant's security deposit will be forfeited, in full, if the first month's rent is not delivered to agent on or before the lease start date and all legal remedies will be pursued to collect unpaid rent monies during the vacancy period.
- 4. Guard dog breeds including but not limited to Doberman Pinscher, Rottweiler, Pitt Bull are prohibited.
- 5. After the first rental installment a tenant may pay rent with a personal check; however, should any of tenant's checks be returned for non-sufficient funds (NSF) all future payments must be paid with guaranteed funds. For your convenience rent may be paid online (excluding the security deposit paid in guaranteed funds) at [www.myhomeleasing.com](http://www.myhomeleasing.com)
- 6. Within 2 weeks of the tenant's last day of the lease term, tenant(s) are required to have any carpets cleaned by a licensed carpet cleaning company and provide a receipt of cleaning to agent. If tenant fails to have carpet(s) cleaned within this time period agent will have this service performed on the tenant's behalf and deduct this fee plus a 15% processing fee from the tenant's security deposit.
- 7. Within 2 weeks of the tenant's last day of the lease term, tenant(s) are required to have the home professionally cleaned by a licensed cleaning company and provide a receipt of cleaning to agent. If tenant fails to have home cleaned within this time period agent will have this service performed on the tenant's behalf and deduct this fee plus a 15% processing fee from the tenants security deposit.
- 8. Tenants are responsible for purchasing air filters. Tenants are responsible to install new air filters every 30 days. Damage resulting from improper filter changing is the tenant's responsibility.
- 9. Tenant is responsible for any and all fees charged to the owner due to the tenant's non compliance with HOA rules and regulations.
- 10. THERE IS NO COVERAGE FOR YOUR PERSONAL PROPERTY IN THE CASE OF FIRE, FLOOD, LEAKS, OR OTHER NATURAL DISASTERS. WE STRONGLY ENCOURAGE YOU AS A PROSPECTIVE RENTER TO APPLY FOR RENTER'S INSURANCE TO PROTECT YOUR PERSONAL PROPERTY. THE OWNER'S INSURANCE COVERS ONLY THE STRUCTURE, NOT CONTENTS.
- 11. Pest control: Landlord shall turn over property to tenant in clean and sanitary condition free of pests. Pest control shall be the responsibility of the tenant.
- 12. Tenant shall have the right to terminate the Lease early by giving written notice to Landlord of the same together with an early termination fee equal to one months' rent. Thereupon, Landlord shall use commercially reasonable efforts to re-let the Premises. The Lease shall be deemed terminated on the date (the "Termination Date") that the Premises are occupied by a new tenant. Tenant shall remain responsible for, and shall pay to Landlord in accordance with the terms and provisions of the Lease, all applicable rent and other sums due to Landlord through the Termination Date

**IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE RESIDENTIAL RENTAL AGREEMENT, THIS ADDENDUM SHALL CONTROL.**

TENANT \_\_\_\_\_ LANDLORD \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE \_\_\_\_\_  
 TENANT \_\_\_\_\_ LANDLORD \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE \_\_\_\_\_



Tenant Information Sheet

PLEASE PRINT

PROPERTY ADDRESS: \_\_\_\_\_

(Tenant 1)

Full Name: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Work and Number: \_\_\_\_\_

Car Make and Model: \_\_\_\_\_ Driver's License # \_\_\_\_\_

(Tenant 2)

Full Name: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Work and Number: \_\_\_\_\_

Car Make and Model: \_\_\_\_\_ Driver's License # \_\_\_\_\_

(Tenant 3)

Full Name: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Work and Number: \_\_\_\_\_

Car Make and Model: \_\_\_\_\_ Driver's License # \_\_\_\_\_



LIVING ROOM Cont.	EXISTING CONDITION		Remarks if item need attention
	Good Condition	Needs Attention	
Doors/Locks			
Closet			
<b>KITCHEN</b>			
Floors			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors/Locks			
Cabinets			
Sink			
<b>APPLIANCES</b>			
Stove			
Refrigerator			
Dishwasher			
<b>BEDROOM 1</b>			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			
<b>BEDROOM 2</b>			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			
<b>BEDROOM 3</b>			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			

BEDROOM 3 Cont.	EXISTING CONDITION				Remarks if item need attention
	Good Condition		Needs Attention		
BATHROOMS	EXISTING CONDITION				Remarks if item needs attention
	Good Condition		Needs Attention		
	#1	#2	#1	#2	
Floors					
Walls					
Ceilings					
Electric Fixtures					
Window					
Door					
Tub/Shower					
Toilet					
Towel Rack					
Tissue Holder					
Cabinet					
OTHER					

I certify that I have conducted a walk-through inspection of the premises. I have examined each appropriate item and noted the condition. I understand that I am responsible for any and all damage resulting from my negligence or the negligence of my guest. I also understand that this inspection form shall become part of the Residential Rental Contract (NCAR Form #410-T).

Tenant agrees to place in tenants name all utilities for which he/she is responsible

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Signatures:

Tenant \_\_\_\_\_ (Seal) Date \_\_\_\_\_

Landlord \_\_\_\_\_ (Seal) Date \_\_\_\_\_



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and reports available to the Landlord (check one below):
- Landlord 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).
  - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

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

**Agent's Acknowledgment (initial)**

- \_\_\_\_\_ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) 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 provided by the signatory is true and accurate.

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Landlord \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_



# PET ADDENDUM

Landlord: :  
Tenant:  
Lease Premises:

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the leased premises.

Type of Pet: \_\_\_\_\_ Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Weight / Size: \_\_\_\_\_ Age: \_\_\_\_\_ Other: \_\_\_\_\_

All dogs and cats must wear vaccination tags attached to a collar that is worn at all times. The Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian. It must include the animal's name, description, age, date and type of vaccination. The Tenant must renew all pet registrations annually, and provide a copy of the registration to the Landlord.

Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. The Tenant cannot maintain exotic animals or livestock in the rental home, grounds or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Landlord's withdrawal of permission, after which the Tenant will have to remove the pet(s) from the premises immediately. Pet owners must ensure the proper disposal of a deceased animal according to state and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts.

The Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. Security and/or pet deposits are only refunded after the property has been vacated and examined by the management.

Service Animals are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Landlord:  
Tenant:  
Leased Premises:

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to the Tenant, residents, guests, and/or family members. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call 911 and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that domestic disturbances not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, and domestic disturbances.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with state and local regulations.

Tenant's Signature: \_\_\_\_\_

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

Tenant's Signature: \_\_\_\_\_

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

# **ADDENDUM: SATELLITE DISH / ANTENNA INSTALLATION PERMISSION**

Landlord:  
Tenant:  
Leased Premises:

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The installation and wiring of a Satellite Dish or Antenna may only be performed by a trained and/or licensed professional. All of the specs, sizes and information regarding the equipment, installation and wiring including location must be provided to the Landlord prior to installation. The installation may not block the access or intrude on any common areas. This includes but is not limited to the roof, exterior wall, parking area, window, or fence.

A professional installation company must be used for installation and proof of liability insurance is required before equipment is installed. The Tenant is responsible for any damages that may occur from the installation or wiring of the Satellite Dish or Antenna. The installation, maintenance and safety of both activities are the responsibility of the Tenant.

The Landlord reserves the right to request the temporary removal of the Satellite Dish or Antenna if necessary for building repairs or maintenance and will assume no liability for any damages that may occur to the equipment.

At the end of the Lease, all evidence of the installation of the Satellite Dish or Antenna must be removed and/or repaired. Any damages that remain will be subject to charges against but not limited to the security deposit.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

----- Landlord Approval -----  
I will allow the installation of a Satellite Dish or Antenna under the terms and conditions mentioned in this addendum.  
Notice: Approval is only granted with a signature from the Landlord.

Landlord's Signature: \_\_\_\_\_