

Tenant (2)	Date
Tenant (3)	
Tenant (4)	

In consideration of the rent listed above, Landlord (or agent thereof) does hereby lease and rent the premises designated above to the Tenant(s). All terms, conditions, and mutual promises of this agreement are described herein.

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DURATION: The duration of this lease shall be as listed above. Either Landlord or Tenant may terminate the tenancy at the **Ending Date** listed above by giving notice (preferably written) to the other by the **Notice of Termination Date** listed above. Unless specifically stated otherwise herein, Tenant(s) may not terminate the tenancy at any time during the duration, renewal, or extension of this lease. The Tenant shall also not abandon nor vacate the Premises at any time during the duration, renewal, or extension of this lease.

In the event notice is not given and Tenant continues to stay at the premises beyond the **Ending Date**, the tenancy shall automatically become a period to period tenancy as designated by the **Extension Duration** period listed above—either weekly, monthly, and annually. The same terms and conditions contained in the lease shall apply. This extension duration period may be terminated by giving notice (preferably written) to either party by the following schedule: Weekly Tenancy—2 days before moving out; Monthly—7 days before moving out; Annually—by the Notice of Termination Date listed above except in the same year as the extension.

RENT: Rent is due on the first day of each month and shall be paid in advance for each payment period by the tenant to the landlord without notice, demand or deduction. Rent can be paid either at the Landlord’s designated office or via the mail to the Landlord’s address specified above.

PRO-RATED RENT: If the tenant’s Lease Begin Date is on a day other than the first day of the month, the rent shall be pro-rated from the “Lease Begin Date” to the end of that month. The pro-rated rent shall be due on the **Beginning Date** listed above. Payments thereafter shall be due on the first day of the month. Likewise, if the Lease End Date ends on a day other than the last day of the month, the rent shall be pro-rated from the first of the month to the “Lease End Date.” This last payment shall be due on the first day of the last month of the Lease Agreement.

LATE PAYMENTS: Again, rent is due on the 1st day of each month; however, a 5-day grace period will apply. After the 5-day grace period, a late charge will be added to the rent. The late charge will be either 5% of the total monthly rent or \$15.00 (whichever is greater). The late charge shall be due immediately, without demand thereof and shall be added to and paid with the late rental payment.

RETURNED CHECKS: Tenant agrees to pay a fifteen dollar (\$15.00) processing fee for each check of the Tenants that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.

SECURITY DEPOSIT: The Security Deposit of the Tenant in the amount listed above shall be held by the Landlord or agent thereof in the SGP Security Deposit Trust Account at Wachovia Bank of Boone, NC. The Security Deposit may be deposited in an interest bearing account with any interest accruing to the Landlord. Such interest, if any, may be withdrawn by the Landlord or agent thereof as it accrues. All statutes of the NC Tenant Security Deposit Act (NCGS § 42-50et seq.) will be observed.

Upon any termination of the tenancy created herein, the Landlord may deduct from the Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or non-fulfillment of the initial term or any extensions thereof, including the Tenant's failure to enter into possession; (2) any damages to the premises for which the Tenant is responsible; (3) any fees or fines imposed upon the Tenant(s); (4) any unpaid bills which become a lien against the premises due to the Tenant's occupancy; (5) any costs of re-renting the premises after a breach of this lease by the Tenant; (6) any court costs incurred by the Landlord in connection with terminating the tenancy; (7) any other damages which are permitted under the NC Security Deposit Act.

After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant the balance of the Security Deposit along with an itemization of the deductions. This is to be done within 30 days after the termination of tenancy and delivery of possession. If the Tenant's address is unknown to the Landlord, then the Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to demand the balance of the Security Deposit within the six (6) month period, the Landlord shall not be liable to refund the balance of the Security Deposit to the Tenant.

Moreover, Tenant understands that they are responsible for paying rent for each and every month of their lease term and that asking the Landlord to use their security deposit in lieu of paying any month's rent is unacceptable.

Additionally, the Security Deposit is due upon signing the Lease Agreement. If any Tenant has not paid the Security Deposit by that time, the Landlord may terminate the Lease and the Tenants' right to enter into possession of the Premises. Such action will allow the Landlord to re-rent the premises to another group of tenants. Landlord may only terminate the Lease after giving Tenants written notice of failure to pay the Security Deposit and giving the Tenants 10-days from the date of the notice to pay the entire balance of the Security Deposit. If Landlord must re-rent the Premises to another group of Tenants, the defaulting Tenants can be held liable for the costs of re-

renting (i.e. advertising) and such costs can be deducted from any Security Deposit being held by the Landlord for the Tenants.

RULES AND REGULATIONS: The Tenant(s), their family, guests, invitees (whether expressed or implied), and agents shall abide by all the Landlord's rules and regulations and any future rules and regulations the Landlord may (at Landlord's discretion) adopt regulating the use and occupancy of the Premises and any common areas used in conjunction thereof. The Landlord reserves the right to make changes to the existing rules and regulations and to adopt additional rules and regulations from time to time, provided however, that such changes and additions shall not alter the essential terms of this Lease or any substantive rights granted herein. Any changes and additions to rules and regulations shall become effective immediately upon written notice being supplied to the Tenant(s). The rules and regulations shall be part of this lease and it is the Tenants' responsibility to read and understand these rules and regulations.

TENANTS' OBLIGATIONS: Unless otherwise agreed upon in writing, Tenants shall:

1. use the Premises only for residential purposes and in a manner that does not disturb other tenants and neighbors;
2. not use the premises for any unlawful or immoral purposes or in any way that would constitute a nuisance;
3. keep the premises and common areas in a clean and safe condition, including but not limited to appliances, fixtures, walkways, and grounds;
4. not cause nor allow any unsafe or unsanitary conditions in or about the premises;
5. not keep or allow anything in or about the premises that the Landlord/Agent or Insurer may consider dangerous, hazardous, flammable, or explosive. This includes but is not limited to firearms, paintball guns, fireworks, chemicals and flammable liquids;
6. comply with any applicable building or housing codes;
7. dispose of all garbage, waste, and ashes in a clean and safe manner and comply with all applicable ordinances concerning disposal of garbage and other refuse;
8. use any and all electrical, plumbing, sanitary, heating, ventilating, air conditioning, fixtures, facilities, and appliances which may be furnished as part of the premises in a proper and reasonable manner;
9. not install satellite dishes, antennas, or other aerials on the exterior of the building;
10. not deliberately or negligently destroy, deface, damage, or remove any part of the Premises nor permit any person, whether known or unknown to the Tenant, to do so;
11. be responsible for and liable to the Landlord for all damage to, defacement of, or removal from the premises whatever the cause, except such damage caused by normal wear and tear, natural forces, or acts of the Landlord;
12. permit the Landlord/Agent to enter the Premises during reasonable hours in order to:
 - A) inspect the Premises and the Tenant's compliance with the term of this Lease,
 - B) make such repairs, alterations, improvements, or additions to the Premises as the Landlord may deem appropriate, and
 - C) show the Premises to prospective purchasers or tenants. The Landlord shall also

reserve the right to display “For Rent” or “For Sale” signs in a reasonable manner at the Premises;

13. pay for all the utility services to the Premises which are billed directly to the Tenant and not included as part of the rent. This could include electric, water, sewer, heating fuel, cable TV, telephone, internet, lawn service, trash service;
14. allow the Landlord to deliver notices addressed to the Tenant either by mail or by posting the notices at the Premises.
15. conduct themselves and require all other invitees (whether expressed or implied) of the Tenants to conduct themselves in a reasonable manner so as not to disturb other tenants and neighbors.

NO PETS!: No pets or animals of any kind are allowed in or about the premises. This includes not only your pets, but also strays and pets belonging to your relatives and/or guests. Only fish are excepted—20 Gallon Tank maximum limit. If you or any of your guests do bring pets or animals on or about the grounds of the premises, that pet or animal must stay in that person’s car or one of your cars.

If any animals are indeed found in your premises, you as tenants agree to: (1) get rid of the animal(s) immediately even if it means keeping the animal(s) in one of your cars, (2) pay to landlord a \$200.00 pet/animal violation fine within 1-week of being notified of pet violation, (3) be financially liable for total replacement of carpet and padding throughout the premises which could total as much as \$2,000.00 (this must be paid in full before tenant vacates premises), and (4) be financially liable for any other damage whether inside or outside the premises that the pet/animal caused including flea/pest extermination (these charges must be paid upon demand by landlord). The above remedies can be invoked at landlord’s discretion for each violation and for each day a violation continues. Furthermore, the tenants understand that they will be held jointly and severally liable for the charges even if they were not directly involved with bringing the animal(s) in or about the premises.

In addition to the above, if any pets or animals are found in your premises, landlord may either (i) terminate rental agreement or (ii) terminate tenant’s right to possession of the leased premises without terminating rental agreement which means that tenants will have to move out of the premises but will still be responsible for the rent, electric and water until suitable tenants are found to take over the lease completely.

Tenants also agree not to do anything that will attract stray animals. This includes setting out food and/or water. Also, whether or not a pet or animal is actually found in your apartment, if there is ever any evidence that the tenants did allow pets or animals into the apartment, the tenants understand that they may be held financially responsible for any damage caused by the

pet/animal. Damages could include but are not limited to pest extermination and total replacement of carpet and padding. If the damages exceed the amount of tenants' security deposit, tenants agree to pay the excess amount.

Moreover, if a pet/animal is being kept in a car while on the grounds of the premises and that pet/animal needs to defecate, make sure that pet/animal does so at the edge of the yard. Do not let it defecate in open areas of the yard. No one wants to step in crap!

PREVENT PIPES FROM FREEZING: Tenants shall do the utmost to prevent pipes from freezing during cold weather. During cold weather, tenants agree to:

- (1) set all thermostat(s) at 55° F or above--**even when not at premises**, and
- (2) open cabinets leading to plumbing fixtures.

If the pipes do indeed freeze and cause damages, tenant(s) may be held financially responsible if tenant has not done the utmost to prevent pipes from freezing.

GRILLS, FUEL STORAGE, SPACE HEATERS, and FIRE PREVENTION

Tenants shall not use premises in any way that would be considered hazardous, a nuisance, or that would require an increase in insurance premiums.

Grilling

- Must be at least 10 feet away from building
- Never place a hot grill next to building
- Nothing flammable should be close to grill
- Never place hot coals or firewood in or near anything that could catch fire

Fuel

Tenant shall also not store any type of fuel in or about the premises.

Space Heaters

Due to risk of fire: Freestanding Space Heaters of any kind are **NOT** permitted. This includes kerosene, electric, or any other type of space heater.

Cooking, Using Candles, and Other Potentially Fire-Prone Activities

Be attentive and make sure nothing flammable is close to stove, candles, heaters, etc. Make sure candles are mounted in a stable holder

Appliances, Electrical Outlets

- Clean out dryer lint traps after each use
- Don't place anything flammable close to heaters or appliances--including water heaters
- Don't overload electrical outlets
- Don't let curtains hang over baseboard heaters

FIRE PLACES: If your unit has a fireplace, please use utmost precaution when in operation. Use only aged hardwood and never use gasoline, kerosene, or other type of fuel to start a fire. Close fireplace screens or glass doors to prevent embers from igniting nearby combustible materials. Stack logs carefully to prevent them from rolling out of the fireplace. Always use a covered metal container to remove ashes/embers and immediately take it outside --away from the building. Don't go to bed or leave your premises with a fire burning in the fireplace.

SMOKE DETECTOR BATTERIES: Upon tenant's move-in, Landlord or agent thereof should install new batteries in any and all smoke detectors at the premises. After the initial move-in, however, tenant is responsible for: a) testing the smoke detector at least weekly, b) replacing the batteries as needed, and c) reporting any malfunctioning detector to the Landlord/Agent immediately.

KEEPING COMMON AREAS CLEAN: Tenants are responsible for keeping any common areas and yards used by them in connection with the premises in a clean, safe, sanitary, and presentable condition. This includes disposing of trash, recycling and other refuse properly. This also includes not obstructing any fire escape passages and not putting indoor furniture outside.

EXCESSIVE NOISE: All tenants and guests of tenants need to be considerate of all neighbors and shall not at any time make or cause excessive noise as determined by landlord. Excessive noise could be caused by radios, televisions, audio/video equipment, instruments, voices, jumping particularly during exercise, bouncing a ball, etc.

If someone—whether a neighbor, the landlord, or someone else—contacts a tenant about excessive noise that tenant or tenants agree(s) to be cooperative and immediately halt the excessive and disturbing noise. Tenant(s) also need to be aware that car stereos and talking/yelling outside especially at night can be excessive and disturbing.

If tenant(s) receive more than 2 complaints about excessive noise, the tenant(s) may face eviction or termination of possession.

PARTIES & GATHERINGS: Tenants agree to keep all parties and gatherings under control (as determined by Landlord) so as not to disturb neighbors, property, and the peace. Tenants also need to make sure that the conduct of themselves and their guests (whether invited or not) are not disturbing, excessive, or destructive. Examples of such behavior include but are not limited to yelling outside, throwing trash--particularly glass and bottles--into the parking lots and grounds, and playing loud music—particularly with a reverberating base. Parties and gatherings should be limited to no more than 15 people per dwelling. No parties or gatherings will be permitted in the parking lot or the grounds.

Additionally, if you plan on having a party or gathering where disturbing your neighbors is a possibility, you first need to check with all your surrounding neighbors to make sure the noise will

not conflict the neighbors. If the party/gathering does conflict with any neighbors, you will need to reschedule the party/gathering.

Furthermore, you will need to make arrangements for parking so that your guests will not prevent the tenants who live there from finding a parking space. If your guests cause parking problems, they will risk being towed.

All parties/gatherings/and noise-in-general need to start quieting down by midnight (12:00am).

Tenants shall also be responsible for cleaning up after the parties which includes cleaning up any trash left on or about the premises. Remember, you are responsible for the conduct of your guests whether they are invited or not.

Any parties, gatherings, or noise that is considered by the landlord as excessive, disturbing, destructive, or out-of-control shall be dealt with as follows:

	First Offense:	Warning
and Possible Eviction		
Second Offense:	\$100.00 Fine and Possible Eviction	
Third Offense:	\$200.00 Fine and Possible Eviction	
Fourth Offense:	\$400.00 Fine and Possible Eviction	

RESPECT FOR NEIGHBORHOOD: Disturbances to the neighborhood--whether by tenant(s) or guests thereof--will not be tolerated and are grounds for immediate eviction. Disturbances include but are not limited to: (1) loud music (also from cars), (2) loud base tones, (3) parties and gatherings, (4) overcrowded parking lot, (5) parking in neighboring properties, (6) rowdy behavior by tenant(s) or guests thereof, and (7) keeping the premises or grounds in an unkept manner.

WALL DECORATIONS: For posters, pictures, and other wall hangings, tenants shall only use small finishing nails, pushpins, or thumbtacks. **Do not use any adhesive tape or putty.** This includes masking, transparent, or duct tape. If tape, tape residue, torn sheet rock, large holes, or an excessive number of holes are found, tenant will be charged for damages.

ALTERATIONS: The Tenant shall not paint nor make any alterations, additions, or improvements to the premises without the Landlord's prior written consent. If Landlord does give written consent, the work is expected to be of a professional-quality using only material and contractors approved in writing by Landlord. At the Landlord's discretion, all alterations, additions, or improvements to the Premises, made by either Landlord or Tenant, shall become the property of the Landlord and become a part of the Premises at the end of the tenancy created herein.

KEEP DRAINS UNCLOGGED: Tenant is responsible for keeping all plumbing, fixtures, facilities, and appliances in a clean, safe, sanitary, and presentable condition. **This includes keeping drains unclogged.** Please do not pour grease down any drains or flush anything that could clog the commode such as paper towels or feminine products. If tenants are found to be responsible for clogged drains, they may have to pay the cost of unclogging the drain.

NO DARTBOARDS are allowed. If a dartboard is discovered on the premises, tenant(s) agree to (1) pay a \$50.00 fine, (2) remove the dartboard immediately, and (3) be financially liable for any damages to walls, floor, ceilings, etc.

NO WATERBEDS are permitted. If a waterbed is discovered on the premises, tenant(s) agree to (1) pay a \$50.00 fine, (2) remove the waterbed immediately, and (3) be financially liable for any damage caused by the waterbed.

NO FIREWORKS: If you or your guests are caught shooting off fireworks, you will be charged up to a \$100.00 fine and face possible eviction or termination of possession.

PARKING: Unless stated otherwise, only one (1) vehicle per tenant is permitted. If more than the permitted number of vehicles is parked at the premises, the additional vehicles may be subject to towing at the expense of the vehicle's owner. Vehicles not belonging to the tenants of the premises are subject to towing at the expense of the vehicle's owner. This includes visitors of the tenants. If parking permits are used, such permits must be current and affixed properly to the vehicle. Otherwise towing may be enforced. Vehicles are not to be parked along the side of the road nor in a manner that blocks other people's vehicles. If a Property Owner's Association is responsible for the parking area, the rules of the Property Owners Association will supersede.

Non-operative vehicles are not permitted on the premises. Any such non-operative vehicles may be removed by landlord with the vehicle's owner being responsible for all costs including but not limited to towing, storage, and public or private sale. Vehicle's owner shall have no right of recourse against landlord. Non-operative vehicles include but are not limited to those that are improperly licensed or registered cars, wrecked, or in need of repair.

LANDLORD'S/AGENT'S OBLIGATIONS: Unless otherwise stated, Landlord/Agent shall:

1. make all necessary repairs to the Premises to keep it in a fit and habitable condition, provided however, that the Tenant(s) shall be liable to the Landlord for any repairs necessitated by Tenants' intentional or negligent misuse of the Premises. Any maintenance requests from the Tenant should be in writing except in the case of an emergency whereby Landlord can be contacted by telephone;
2. repair any facilities and appliances that may be furnished by the Landlord as part of the Premises. Again, Tenants shall be liable to the Landlord for any repairs caused by the Tenant's intentional or negligent misuse and except in the case of an emergency, the repair request should be in writing and presented to the Landlord;
3. keep all common areas, if any, in a clean and safe condition. Snow/Ice removal is excepted in this case (See Snow Removal Section) and this clause is also excepted when a property-owners association is responsible for upkeep of common areas.

TENANT'S DEFAULT: In the event the Tenant shall: (a) fail to pay the rental payment when it is due or (b) fail to perform any other promise or obligation herein agreed to by the Tenant or imposed upon him by the law, and such failure continues for a period of five (5) days from the

date the Landlord/Agent provided the tenant with written notice of such failures, then in either of such events or as often as they may occur, the Landlord/Agent, in addition to other rights and remedies provided by law, may, at his option and with or without notice to the Tenant, either (a) terminate this Lease or (b) terminate the Tenant's right of possession of the Premises without terminating the Lease. Regardless of whether the Landlord terminates this Lease or only the Tenant's right of possession without terminating the Lease, the Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peaceably surrender possession of the Premises to the Landlord immediately upon the Landlord's/Agent's demand.

In the event the Landlord terminates this Lease, all further rights and duties hereunder shall terminate and the Landlord shall be entitled to collect from the Tenant all accrued but unpaid rents and damages resulting from the Tenant's breach.

In the event the Landlord terminates the Tenant's right of possession without terminating this lease, the Tenant shall remain liable for the full performance of all the covenants hereof, and the Landlord shall use reasonable efforts to re-lease the Premises on the Tenant's behalf. Any costs the Landlord suffers due to re-leasing the Premises are still the responsibility of the Tenant to repay. And if the Premises is re-leased, but the rentals therefrom are insufficient to pay the contractual rentals due herein, the Tenant shall remain liable to the Landlord for any deficiency.

In the event the Tenant shall fail or refuse to surrender possession of the Premises, the Landlord shall, in compliance with Article 2A of Chapter 42 of the North Carolina General Statutes, re-enter and take possession through a summary ejectment proceeding. Tenants agree to reimburse the Landlord for any attorney, court, or legal fees in addition to all other damages.

In any of the above events, Landlord reserves the right to file a claim against the Tenant's credit until all sums due to the Landlord are paid by Tenant. Such claims shall include but are not limited to credit agencies, small claims court, and judgements.

LANDLORD'S DEFAULT: Until the Tenant notifies the Landlord in writing of an alleged default and gives the Landlord a reasonable time within which to cure it, no default by the Landlord in the performance of any of the obligations herein 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 Tenant's obligations hereunder.

In any legal action instituted by the Tenant against the Landlord whether for partial or material breach(es) of this Lease or any obligations imposed by the law upon the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent stated in this Lease and the reasonable rental value of the Premises, taking into account the Landlord's breach(es). 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(es), including but not limited to (1) damage or destruction of furniture or other personal property of any kind located in or

about the premises, (2) moving expenses, (3) alternative interim housing expenses, and (4) expenses of locating and procuring alternative housing.

In no event and regardless of their duration shall any defective condition-of or failure-to- repair or maintain any recreational areas constitute, on Landlord's part, a material breach of this Lease and the Tenant shall have no right to terminate or suspend his performance hereunder. Recreational area include but are not limited to: swimming pools, tennis courts, basketball courts, and club houses.

LANDLORD'S ENTRY into PREMISES: Landlord will try to give tenants prior notice before landlord or agent thereof (including repairmen and contractors) enters the unit unless:

- (1) there is an emergency (fire, flooding...) either in your unit or a neighboring unit;
- (2) tenant is gone for an extended period of time (Christmas or Spring Break) and landlord/agent needs to check the premises to make sure everything is in order;
- (3) landlord has reason to believe that the tenant is violating the lease (i.e. tenant is harboring pets without the written permission of the landlord);
- (4) if landlord needs into the premises and has been trying to get in touch with the tenant for over 12 hours but has had no response, landlord or agent thereof may enter the unit without the tenant's prior permission;
- (5) landlord or agent thereof does not have a telephone number for the tenant; and
- (6) if any one tenant reports a maintenance problem, the Landlord or agent thereof will be entering the unit to address the problem without giving prior notice.

Also, please be aware that landlord may not be able to get in touch with all tenants. Therefore, if landlord contacts just one tenant, that is considered giving prior notice to all tenants.

SNOW and ICE REMOVAL: Unless otherwise specified, snow and ice removal from walkways and driveways is provided by landlord or Property Owners Association as a courtesy only and is not guaranteed. Tenants understand that due to unpredictable weather, the Landlord, POA, or agent thereof may not be able to have the snow plowed or the walkways shoveled before weather conditions require precaution. Tenants need to be aware that the roads, parking lots and walkways may be slippery any time the weather is or has been inclement—even if the walkways have been shoveled and the driveways plowed. Tenants and their guests (whether expressed or implied) agree to hold Landlord, POA or any agent thereof harmless for any accidents caused by inclement weather. Tenants are solely responsible for snow removal from individual parking spaces. Tenants should also have snow shovels and ice scrapers available.

KEYS: Each tenant will be given a key to the front door and, if applicable, each tenant will be given a key to the mailbox and any storage rooms. Upon vacating, all keys **must be returned to landlord**. If keys are missing, tenants will be charged for the cost of changing the locks and replacing keys. Leaving the keys at the premises is acceptable.

INDIVIDUAL and JOINT LIABILITY: All tenants agree to be **Jointly and Severally Liable** for all terms of this residential rental agreement and any addenda thereto. This liability includes but is not limited to rent, damages, non-fulfillment of obligations, and payment for utilities. If one or more tenant(s) violates this lease agreement or any of its addenda and by doing so causes any other tenant(s) to perform more than their pro-rata share of contractual duties, then violating tenant(s) agrees to be liable to the other tenant(s).

If Tenants, either as a whole or as individuals, are in violation of the lease or any of its addenda and fail to correct the violation within 5 days of being notified by Landlord or agent thereof, Landlord or agent thereof shall have the remedy of terminating the lease or terminating the tenants' right to possession of the premises without terminating the lease. In either case, this would apply to the tenants as a whole. Meaning that if even one (1) tenant is in violation, the others could be in jeopardy of having their possession of the premises terminated. If tenants refuse or fail to surrender possession of the premises, then Landlord or agent thereof shall retake premises through summary ejectment proceeding. These remedies are described in more detail in Section 4 of the Lease Agreement under the heading "Tenant's Default".

EMINENT DOMAIN and MISHAPS: The Landlord shall have the opportunity to terminate this Lease if the Premises, or any part thereof, is seized under eminent domain or damaged by fire or other casualty.

TENANT'S INSURANCE, RELEASE & INDEMNITY TERMS: The Tenant shall be solely responsible for insuring any of his personal property against the risk of damage, destruction, or loss resulting from theft, fire, storm, or other hazard. Regardless of whether the Tenant secures such insurance and regardless of the cause, the Landlord or his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property. Whatever the cause, the Tenant(s) and invitees thereof (whether expressed or implied) agree to release and indemnify the Landlord and his agents from and against liability for injury to the Tenant(s) and invitees and for damage to personal property.

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 and the order of any court having jurisdiction.

REMAOVAL, STORAGE, & DISPOSITION of TENANT'S PROPERTY: If the Tenant, at any time, vacates the Premises leaving personal property thereon with a total value of less than \$100.00, then such personal property shall be deemed abandoned and the Landlord may then remove such personal property from the Premises and either dispose of it or donate it to a local

charity without liability to the Tenant whether for trespass, conversion, or other. In addition, if (a) the Tenant has vacated the premise for twenty-one (21) days or more after the expiration of any period for which rent has been paid or (b) if the Landlord has obtained a judgement for possession of the Premises which is executable and the Tenant has vacated the Premises, then in either of these events, the Landlord may, with out liability to the Tenant of any kind whether for trespass, conversion, or other, remove any and all personal property then remaining on the premises and store the same on the Tenant's behalf and at the Tenant's sole expense. The Landlord shall be entitled to recover from the Tenant any and all reasonable costs incurred in connection with removing and storing such personal property. The Landlord shall, pursuant to North Carolina General Statute §44-A-2(e), have, and the Tenant does hereby grant the Landlord, a security interest in any such personal property to which the Tenant has legal title which remains on the Premises if the tenant has vacated the Premises for twenty-one (21) or more days after any paid rental period has expired and if the Landlord has lawful claim hereunder against the Tenant for damages. The security interest shall secure the full payment of all sums due the Landlord hereunder to the extent permitted by North Carolina General Statute §44-A-2(e) and shall be enforced at public sale as provided.

SUBLEASING: Tenant(s) must get written permission from landlord before subleasing in whole or in part. Landlord will not unreasonably withhold permission to sublease as long as the subtenant(s) is/are able to pay the rent with applicable utilities and their application is acceptable to landlord. In the case of "subleasing in part" (where not all the tenants are moving out) all the tenants who are **not** moving out must approve the new subtenant(s). Even if one tenant does not approve the subtenant(s), the landlord will withhold permission to sublease the premises and the tenant(s) wishing to move-out will still be obligated to the terms of this lease.

Furthermore, tenants wishing to sublease understand that they are fully responsible for finding subtenants and for taking care of all other arrangements such as utilities and coordinating move-out/in dates. Tenants are also responsible for making sure the premises is in a presentable condition upon move-in of sub-tenant. This includes but is not limited to (i) cleaning the bathroom(s), (ii) vacuuming the bedroom(s), (iii) dusting and removing any cobwebs that might be on any furniture, on any heaters, or in any corners of the room, (iv) washing the windows and mirrors, and (v) cleaning up what is yours in any common rooms (i.e. kitchen, living room or utility rooms).

Tenants understand that if subtenants are approved, the tenant may still be obligated to the lease if the subtenants do not pay rent or cause damages. Moreover, there is a **\$35.00 Subleasing Fee for each person trying to sublease**. So, for 1 person trying to sublease, the fee would be \$35.00. If 2 people are trying to sublease, the total fee would be \$70.00; 3--\$105.00, etc. This fee is payable to the landlord and is due upon approval of subleasing and signing a sublet agreement.

TENANTS' DUTIES UPON VACATING AT END OF LEASE: Upon vacating premises, tenant shall (1) make sure all rents are paid in full; (2) make arrangements to disconnect utilities and have such paid; (3) have any mail forwarded to your new address, and (4) turn-in to Landlord all keys used in connection with the premises. Additionally, tenant(s) agree(s) to: (1) dispose of any and all trash and refuse properly; (2) remove all personal property; (3) leave the premises in a presentable condition, and (4) not cause any damage outside of normal wear and tear.

ELECTRIC and WATER DISCONNECTION: If tenant is responsible for either the electricity or the water or both, tenant agrees to leave the electric and water service on and in their name until the day after this lease terminates. If this lease terminates on a weekend, holiday or other day that the services may be closed, tenant agrees to leave the electric and/or water service on and in their name until the next business day when these services are open. For example, if the lease terminates on a Saturday, tenant would have the electric and/or the water disconnected the following Monday.

FORM: The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this contract which may contain minor inaccuracies when applied to the particular situation of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this Lease, ignoring minor inaccuracies, and that the courts shall apply the Lease as it best represents the expressed intent of the agreement. The following shall also apply: (1) handwritten additions or alterations shall take precedence over typed additions and alterations; and typed additions shall take precedence over pre-printed or formed language. Any alterations shall be dated with the most recent date preceding. (2) The Lease shall not be strictly construed against either the Landlord or Tenant. (3) Paragraph headings are used only for reference and are not to be considered a substantive part of the Lease. (4) As appropriate, words in the singular shall include the plural and masculine shall include the feminine and neutral genders. (5) The invalidity of one or more provisions of this Lease shall not affect the validity of any other portions and this Lease shall be construed and enforced as if any invalid provision were not included.

AGENT: Tenant understands that Landlord may need to send in repairmen to the Premises for repairs or routine maintenance. Repairmen include but are not limited to: carpenters, plumbers, electricians, maintenance and cleaning personnel, carpet cleaners, and appliance repairmen. Tenant agrees to allow such workers to enter the Premises to perform the duties for which they were hired by the Landlord to do.

Furthermore, the Landlord may at his discretion engage an agent to manage, supervise, or operate the Premises. In such a case: (1) The Agent shall only have such authority as provided in the management contract between the Landlord and Agent; (2) The Agent may, without objection from the Tenant, perform any obligation or exercise any right of the Landlord given herein and such performance shall be valid and binding; (3) The Tenant shall pay all rentals to the Agent if Landlord so directs; and (4) Tenant understands that the Agent may be replaced either by the Landlord or another agent.

RENTAL APPLICATION: If Tenant has submitted a rental Application in connection with this Lease, the Tenant acknowledges that the Landlord has relied on the application as a determining factor for entering into this Lease. Furthermore, Tenant warrants that the information on the application is true to the best of his/her knowledge and 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 the tenant any damages resulting therefrom.

Furthermore, if any additional information is discovered concerning the applicant and the Landlord believes that this information could adversely affect the Tenancy created by any lease agreement, the Landlord shall have the option of terminating the lease and the Tenants' right to enter into possession of the Premises. Such additional information could include but is not limited to: (a) arrest or conviction for criminal activity or (b) eviction or threat of eviction from a previous or current Landlord.

REASSIGNING UNIT NUMBERS: In the case of apartment buildings, Landlord reserves the right to reassign apartment numbers before tenants' move-in date.

By signing this Lease, you are acknowledging
that you have read and agree to abide by
the terms of this Lease.

Signatures: _____

Tenant (1)	_____
Tenant (2)	_____
Tenant (3)	_____
Tenant (4)	_____
	Landlord
	Date