

## Lease Agreement

County of Wake  
State of North Carolina

**No Pets!**

This agreement made and entered into this \_\_\_\_\_ 20 \_\_\_\_ by and between \_\_\_\_\_, hereinafter called Lessor (or Landlord), and \_\_\_\_\_ and \_\_\_\_\_ hereafter, called Lessee (or tenant).

That, subject to the terms and conditions hereinafter set out, the Lessor hereby let and the Lessee hereby accept of the Lessor that certain dwelling know as number \_\_\_\_\_, \_\_\_\_\_, North Carolina.

All the terms and conditions of this lease are as follows:

### **I. TERM**

This lease shall be for a period of \_\_\_\_\_ beginning \_\_\_\_\_ 20 \_\_\_\_\_. A sixty (60) advance written notice shall be required to terminate this lease at the end of the lease period, or else it shall revert to a month to month basis still requiring a sixty (60) day notice. Said notice to be given on or before the first day of the month in which the premises are to be vacated by the last day of the following month. Lessor has the right to show premises to prospective tenants on any day between 9 A.M. and 9 P.M. after Lessee gives notice of intentions to vacate.

### **II. RENTAL**

The rental to be paid for said premises shall be \$ \_\_\_\_\_ per month payable monthly in advance on or before the first day of each month to the Lessors at 1201 Buck Jones Road, Raleigh, NC 27606. (Make checks payable to \_\_\_\_\_.) There will be a \$20.00 late charge if rent is not paid by the 5<sup>th</sup> of the month, and \$1.00 per day thereafter. Any tenant paying later than the 10<sup>th</sup> of the month more than three times in any period of this Lease shall have this Lease terminated (at Landlord's option) according to terms set out in Section XII of this Lease.

### **III. SECURITY DEPOSIT**

The Lessor acknowledges receipt of \$ \_\_\_\_\_ paid by the Tenants as a security deposit. Upon the termination of this lease by either party hereto the Lessor will refund said security deposit or balance remaining to the Lessee after first deducting the following: (a) any loss due to Tenants' failure to comply with the term of this lease; (b) any funds expended by the Lessor during the period of occupancy by the Lessee or after the termination of Lessees' occupancy hereunder to place or maintain the premises in the condition same were in at the initial date of occupancy by the Lessee ordinary wear and tear excepted; (c) any funds required to be expended by the Lessor as a result of Lessees' failure to comply with any terms of the lease. Said deposit or any part thereof shall not be refunded until premises are vacated, cleaned by the vacating Tenants, and inspected and accepted by the Lessor. NO REFUND SHALL BE MADE TO A LESSEE WHO DOES NOT STAY THE FULL TERM OF THE LEASE.

### **IV. USE AND OCCUPANCY**

The demised premises and any part thereof shall be occupied by the Lessee and the members of the immediate family\* of the Lessee and as a strictly private dwelling and for no other purpose. Tenants shall assume liability for any injuries sustained or claimed to have happened on said premises by any person or guest, themselves and members of their families, and shall not hold Lessor responsible or liable for any damage or injuries claimed by anyone whomsoever. The Lessee shall not hold Lessor liable for any damage due to fire, storms, floods or any other acts of nature. \*The following are the names of the occupants (any changes are to be submitted to the Rental Office and approved by Landlord before they move in \_\_\_\_\_).

### **V. ASSIGNMENT**

The tenants shall not assign this lease or sublet the whole or any part of the premises leased hereunder without the prior written consent of the Landlords.

### **VI. ALTERATIONS**

The Lessee shall not paint the demised premise or make any alterations, decorations, additions or improvements in and to the demised premises without the prior written consent of Lessor, and then only by contractors and mechanics approved by the Lessor. All alterations, additions and improvements and attachments upon the demised premises, made by either party, shall become the property of the Lessor and shall remain upon and become a part of the said premises at the end of the term hereof.

### **VII. RIGHT OF ENTRY**

The Lessor or their agents shall have the right to enter the demised premises during reasonable hours to examine and inspect the same, and to show said premises to prospective tenants and to make such decoration, repairs, alterations, improvements or

additions as the Lessor may deem necessary. (During the last 10 days of the lease period the Landlord or his agents may enter and redecorate or repair the premises for the incoming Tenant if they deem it necessary.)

#### **VIII. MAINTENANCE**

The Lessee agrees to keep the premises in good order and to surrender the peaceful and quiet possession at the end of the occupancy hereunder in as good condition as when received, normal wear and tear excepted and further that the Lessee will not do, suffer, or permit anything to be done in or about the premises, which will contravene the policy of insurance covering said premises against loss by fire or other loss. Lessee shall maintain grounds of said premises neat and orderly.

#### **IX. LESSEE ACKNOWLEDGES GOOD CONDITION OF PREMISES**

The Lessee hereby acknowledges the good condition of the herein leased premises and his acceptance of this lease is conclusive evidence that said premises are in good and satisfactory order and repair, unless otherwise specified herein; and he agrees that no representation as to the condition of the premises has been made and no promises made to decorate, alter, repair, or improve the premises unless otherwise specified in writing.

#### **X. POSSESSION**

The Lessor shall not be liable for failure to deliver possession of the leased premises at the time stipulated herein as the date of the commencement of the tenancy, nor shall, such failure excuse the Lessee's obligation hereunder, except that in the event of delay, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the day possession is tendered to the Lessee.

#### **XI. DAMAGES TO PREMISES, ETC.**

The Lessee shall keep the leased premises and fixtures belonging thereto, in a good condition of repair, and at the termination of this tenancy, he shall deliver up the leased premises, along with the aforesaid fixtures, in the like good order in which they now are ordinary wear and casualties by fire and the elements only excepted. The Lessee shall give the Lessor prompt notice of any defects in or damages to the water pipes, fixtures or appliances, electric wiring, heating and cooling apparatus, or any other part of said leased premises, in order that the same may be repaired with due diligence, but the Lessor shall not be liable for any damages arising out of the making of any such repairs, or the failure to make the same, nor for any damage whatever to the person or property of the Lessee, the members of his family, agents, guests, employees, or other persons in and upon said premises, or in and about said building at any time, however caused, whether through the negligence or carelessness of any employee of the Lessee or otherwise.

#### **XII. DEFAULT**

The Lessor shall have a lien upon all the personal property of the Lessee moved in and located upon the leased premises or in the aforesaid building, as and for security for the rent herein provided to be paid; and such installments of rent as shall remain unpaid to the amount and extent thereof which shall become due and are hereby made a specific lien upon such personal property as shall be in said leased premises or in and upon the building, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the said rent reserved; and the Lessee shall not remove or attempt to remove any personal property so moved into said leased premises or the aforesaid building, while there yet shall remain due and owing any portion of the rent reserved by this lease; and should said Lessee attempt to remove such property, the Lessor is hereby empowered to seize and detain the same until said Lessor shall be fully paid for such rent as shall be, or thereafter becomes, due under the terms of this lease. If the Lessee shall neglect to make any payment of rent when due or within three (3) days after the same is due, or if the Lessee shall fail or neglect to keep and perform any condition or covenant therein on their part to be kept or performed, or shall violate any provision of this lease, then the Lessor, without any previous notice or demand may terminate this lease agreement and may require the Lessee to vacate the space hereby leased, or the Lessor may "lock-out" the Lessee or may enter the premises and expel the Lessee therefrom without prejudice to other remedies and without being deemed guilty of any manner of trespass; and notice to quit possession and every other formality is hereby expressly waived in case of such default of breach of this lease agreement. If the Lessee fails to vacate the leased space as herein provided, the Lessor shall have the right to remove all personal property of the Lessee from the leased space and place the same either in storage provided by the Lessor or provided by a storage company having facilities in this state. Upon placing said personal property in storage, the Lessor shall have a lien on said property for the cost of removing the personal property from the leased space to a place of storage, the cost of the storage and as security for all unpaid rent and other sums due the Lessor herein required to be paid. The lien upon such personal property may be satisfied by the sale of it by the

Lessor in the same manner and according to the requirements of the Uniform Commercial Code as then existing in this state. Upon the sale of such personal property, the proceeds shall be applied to the expenses incurred in making such sale, the payment of the amounts due for removal from the leased space, storage and sums due the Lessor. If there shall be any balance, it shall be paid to the Lessee.

**XIII. ABANDONMENT**

If the Lessee shall abandon the leased premises, or quit and vacate the leased premises voluntarily or involuntarily, the same may be relet by the Lessor for such rent and upon such terms as the Lessor in its discretion may deem reasonable and advantageous; and in the event of such reletting, the Lessee shall be and remain liable for any deficiency in rent, and expenses incident to such reletting, as well as any damages which the Lessor may have sustained by virtue of the Lessee's use and occupation of the leased premises. The rules and regulations promulgated by the Lessor shall be made a part of this lease. In testimony whereof, the parties hereunder have subscribed their names and affixed their seals the day and year first above written. This lease is executed in duplicate originals.

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_ (seals)

## Lease Addendum #1

### RULES AND REGULATIONS FOR: \_\_\_\_\_

1. Tenant (Lessee) must call 467-8118 for maintenance (we have 24 hour answering service but only extreme emergencies will be responded to at night or on Saturday or Sunday. Any maintenance calls by tenant not taken care of within a reasonable time or in a proper workmanlike manner should be reported in writing to the attention of \_\_\_\_\_ (owner), 1201 Buck Jones Road, Raleigh, NC 27606 (Always enclose your phone number at home and work on such complaints.)
  - (A) Any tenant who has to be called more than three times due to late rent is SUBJECT TO HAVING LEASE TERMINATED and forfeiture of their Security Deposit.
  - (B) Excessive noise (including radios, stereos, T. V., or musical instruments) which penetrates into the adjacent apartments or grounds is expressly prohibited at all times. Be considerate, your rights end where your neighbors begin. If a neighbor violates these rules call or go to them, and if they are uncooperative call 467-8118, and also follow it up with a written statement mailed to the office. After 11 P.M. call 911.
  - (C) No pets are permitted in building or on grounds, even for a visit unless you are granted permission in writing.
  - (D) Tenant is to provide his own garbage cans complete with lid, (duplex only), which are not to be displayed to the street, if checked here ( ) and each tenant is to keep grounds around cans neat and orderly. Tenants are to keep litter picked up around dumpsters and are to keep doors to dumpsters closed.
  - (E) No waterbeds are to be permitted in any apartment.
  - (F) Showers curtains are to be kept INSIDE tub and tightly drawn and sealed when using shower. Tenant will be responsible for any water damage to bath floors (and ceiling below in townhouses).
  - (G) Water hose on washing machines should be tight and free of leaks. Tenant is responsible for any damage caused by such leaks, or damage from leaks from any appliance or fixture.
  - (H) It is the tenant's responsibility to report any water leaks from any and all plumbing fixtures. Prolonged leaks will damage floors and cabinets and tenant will be liable for such damage.
  - (I) No exterior storage of any kind will be permitted. Toys must not be left in yards or on walks at any time, unless they are in use.
  - (J) Cars or trucks may not be parked on the grass at any time (this includes moving vans). (\$10.00 will be deducted from security deposit for each parking violation).
  - (K) The maintenance of the grounds and exterior of the home are the responsibility of the lessee. That includes regular mowing of the lawn, cutting of shrubbery, raking of leaves and any other yard maintenance. Also, the exterior of the home and garage are to be kept clean. This includes regular upkeep of the gutters, sweeping of the porches and walkways and cleaning of windows.
  - (L) No sign, advertisement, notice or other lettering shall be exhibited by any tenants on any part of the outside or inside of the demised premises without the prior consent of the Landlord. No awning or other projection shall be attached to the outside walls of the building, and blinds, shades, or screens shall be attached to or hung in or used in connection with any window or door without the prior written consent of the Landlords. The Tenants shall not drill into any part of the building or permit same to be done. Tenant shall be responsible for removing picture tape from wall without damage to wall. Small nails can be obtained from Lessor. (All tape may be removed by saturating tape with a damp hot cloth.)
  - (M) No telephone, wireless, radio or television antennas and wires shall be installed without prior written consent of the Landlord.
  - (N) The Tenant will supply at his own expense all replacement of electric bulbs, air filters and fuses required during the period of occupancy hereunder and none of the above shall be removed by tenant at the end of lease period.
  - (O) The Tenant shall be responsible for keeping the floors cleaned and waxed. (Wax for hardwood floors must be a paste floor wax and tile floors may be waxed with liquid wax.) If floors are excessively scarred or dirty. The tenant shall be responsible for completely refinishing or cleaning the floors (at the discretion of the Landlord). Carpet shall be kept clean by Tenant at all times.
  - (P) The Landlord shall retain a passkey to the premises. Tenant shall not alter or install a new lock without the written consent of the Landlord.
  - (Q) The sinks, toilets and urinals shall not be used for and other purpose than that for which they were constructed and no sanitary napkins or diapers shall be thrown therein, any expense or repairing any breakage, stopping or damage resulting from a violation of this provision shall be borne by the Tenant.

