

RESIDENTIAL LEASE

ss __ dl __ pc __ dep __ vsa __

BY THIS AGREEMENT made and entered into on _____, 20____ between _____ herein referred to as Landlord, and _____ herein referred to as Tenant.

Landlord leases to Tenant the premises situated at _____, in the City of Charlotte, County of Mecklenburg, State of North Carolina, and more particularly described as follows: _____ together with all appurtenances, for a term of _____ months/ years, to commence on _____, 20 ____, and to end on _____, 20 ____ at 12 o'clock p.m.

1. **Rent.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises the sum of _____ Dollars (\$ _____) per month in advance on the 1st day of each calendar month beginning _____, 20 ____.
2. **Form of Payment.** Tenant agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to _____.
3. **Late Payments.** For any rent payment not paid by date due (**due on 1st & late if received after 5th of the month**), Tenant shall pay a late fee in the amount of _____ Dollars (\$ _____).
4. **Returned Checks.** If, for any reason, a check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay to Landlord bank charge of **thirty dollars (\$30.00) in addition to paying late fee.**
5. **Security Deposit.** On execution of this lease, Tenant deposits with Landlord _____ Dollars (_____), receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of terms thereof, to be returned to Tenant, without interest except where required by law, on the full and faithful performance by him of the provisions thereof. Security deposit will be returned in 30-45 days after lease-end.
6. **Pets.** No pets are permitted (UT/UTN). Where pets are permitted (Colville), only if nonrefundable pet deposit (\$300) is paid in addition to \$35 is added to rent per animal. **Some dog breeds and sizes may not be permitted on the property, check with landlord.**
7. **Parking Passes.** Tenant is responsible for all costs to replace any lost or stolen parking permits.
8. **Use of Premises.** The demised premises shall be used and occupied by Tenant exclusively as a private single family/shared room mate residence, and neither the premises nor any part of thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family/shared room mate residence. Tenant shall comply with all sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this lease. Additionally, Tenant shall comply with **ALL** rules and regulations of the community where the demised residence exists.
9. **Number of Occupants.** Tenant agrees that the demised premises shall be occupied by no more than 2 3 4 persons consisting of 2 3 4 adults and _ children under the age of 18 years, without written consent of the Landlord. **Guests of Tenant may occupy demised premises no longer than 3 days in any one calendar month. Longer stay by guests must be pre-approved by Landlord.**
10. **Locks/Keys/Remotes.** Tenant will be given 1 key to the premises and 1 mailbox key in addition to 1 remote control for TV. If all keys and remote control are not returned to the Landlord following termination of

lease, Tenant shall be charged twenty five dollars (\$25.00) per key/remote control. Changing locks on doors or mailbox is not permitted.

11. **Lockout.** If Tenant becomes locked out of the premises, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense. Tenant key is specific to his/her bedroom door and common with room mates to front door. If tenant locks key in bedroom and requires a maintenance person's visit to unlock door, the cost shall be \$30 payable upon door opening. During after-hours Landlord does not guarantee door opening until possibly the following morning/afternoon. We rely on maintenance service to open door so they may charge higher fee if they come during after hours. It is imperative that tenant make copy of key and hide it outside of bedroom in the event of lockout.
12. **Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. A valid parking tag will be provided and must be hung on rear-view mirror in addition to an automobile that is fully current, meaning up-to-date inspection, license plates and registration is required. Property management has the right to give warning and if not brought current, tow any vehicles, which are not current. Note that replacement parking tag may be ordered from Home Owners Association at a cost of \$200.00.
13. **Alterations and Improvements.** Tenant shall make no alterations to the demised premises or make other improvements on the demised premises without the prior written consent of Landlord (including but not limited to any painting of walls).
14. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Landlord shall decide not to rebuilt or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
15. **Right of Inspection.** Landlord and his agents shall have the right at all reasonable times during the term of this lease and renewal thereof to enter the demised premises for the purpose of inspecting the premises, changing HVAC filters and all building improvement thereon.
16. **Maintenance and Repair.** Tenant will, at his sole expense, keep and maintain the leased premises (inside and outside immediate area) and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Additionally, at his sole expense, tenant shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damages thereto shall have resulted from Tenant's misuse, waste or neglect or that of his employee, family, agent, or visitor. Major maintenance repair of the leased premises, not due to Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Landlord or his assigns. Landlord is not responsible for outgoing pipe drain issues caused by tenant (meaning if your sink/toilet clogs up because of hair, etc. or you put something in the toilet/sink that clogs it up).
17. **Painting.** Landlord reserves the right to determine when the dwelling demised premises will be painted unless there is any law to the contrary.
18. **Insurance.** Landlord has obtained insurance to cover fire/flood damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Landlord negligence.

Landlord's insurance does not cover Tenant's possessions or Tenant's negligence. Tenant is strongly recommended to obtain a Tenant's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

19. Renewal of Lease. — **This lease does not automatically renew—**. A new lease agreement must be signed (written or electronic signature). The Tenant must notify the Landlord **90** days before the term expires of their intent to renew or vacate the property.

20. Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. **Tenant understands that this lease terminates on July 26th @ 12p.m. Holding over will be charged \$50/day.**

21. Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Addendum To Lease Terms

A) Rent is due on the 1st of every month and is considered late if received after the 5th. We do not go by the check or money order date **we go by the post office stamped date on the envelope. If it shows the 5th or later, it is considered late.** NOTE: Landlords are often used as references for a future job or housing you may apply for and a negative report from a previous Landlord will adversely affect your chances of securing a future job or housing. Additionally, Landlord has access to credit-reporting agencies and can report non-payment of rent, which will adversely affect your credit hindering you from getting future loans or causing you to pay very high rates because of a reduced credit score. The Landlord's job is to provide you with a safe, comfortable place to live, your job is to pay the rent on time or pay the late fee when/if late.

B) **Smoking/Drug Policy: NO DRUGS ARE PERMITTED IN THE RESIDENCE AT ANY TIME THAT INCLUDES MARIJUANA.** You are free to smoke cigarettes on the balcony/patio/backyard with sliding doors closed. The inside of the residence must be a smoke-free environment at all times. **Candles are also strictly forbidden** due to fire hazard and lit candles have left a film on the walls/ceilings that cannot be removed. IMPORTANT NOTE: If you smoke inside the residence or light a candle and you cause a fire, we will absolutely take you to court and ask the judge to have you and your co-signer pay for all damages (if sprinklers are initiated, your residence and any below it will be severely damaged by hundreds of gallons of water and repair costs can easily reach tens of thousands of \$. **Don't risk it! Please don't light candles and only smoke outside.** Initial that you agree not to smoke or light candles inside residence: _____

C) **Military Service:** Are you currently or have you ever been a military service member, circle one: Y N

D) **Toilets:** By initialing, you certify that you will advise the Landlord the minute you hear a runny toilet (sounds like water is gushing in the toilet and does not stop after toilet flushes as it should).

Initials: _____

- E) **Bedbugs:** Upon move-in, your residence will be completely bedbug free. If during the duration of the lease term you find bedbugs in your room, you will be responsible for any costs to remove them.
Initials: _____
- F) If any rules stipulated by the apartment complex where your residence is are broken and a fine is incurred, it is the full responsibility of the tenant to pay the fine within 1 week of notice. **Note that the 3 items that will quickly be found and receive a fine for are: dogs/cats inside/coming/go into the residence (\$100 fine), BBQ's on patio/deck/backyard (\$100 fine) and any garbage/trash bags in front of your doorstep or patio/deck/backyard (\$100 fine).** The property manager frequently walks the property and photographs any of these aforementioned violations so typically the fines are irrefutable. Initial: _____
- G) **Painting:** While we do not permit ANY painting inside the residence, we do permit the hanging of pictures, posters and mirrors as long as no holes larger than 1/16 inch are left at lease-end and no damage to walls occurs upon removal of such items.
- H) **Signs:** The tenant may display no signs or any item which can be visible from outside the residence. The Landlord may display "For Sale" or "For Rent" sign in any window it deems fit at any time and for any length of time.
- I) **Utilities are included up to the following for power & water/sewer:** Power up to: 4br cap \$140, 3br cap \$115, 2br cap \$70. Water/sewer up to: 4br cap \$60, 3br cap \$45, 2br cap \$30. Any usage above these limits will be added to the month's rent in which the extra usage was incurred and will be split by each tenant in the residence equally. Basic cable and high-speed modem/internet connection are also included in your rent (UT/UTN/Colville Gardens you can pick up TV box/remote at nearest Spectrum center at no cost or have them ship to your residence). Colville Town-homes cable/TV remote does not need pickup or delivery). **Landlord does NOT provide routers or any technical assistance, only a modem/paid connection. If experiencing difficulty, direct questions to Spectrum for troubleshooting.**
- J) **Waterbeds:** Are not permitted
- K) **Disputes:** Venue for any dispute shall be only in Charlotte, N.C., in State civil courts to which all parties consent to personal jurisdiction. Jury trial is waived. The prevailing party is entitled to recover attorney's fees and costs from the non-prevailing party.
- L) I understand that I am signing a _____ month / year lease and that if for any reason I have to break this lease before completion of lease-term, I will either: owe the Landlord in full for the remainder of the term, or find the landlord another suitable tenant to stay for the remainder of the lease. Lease-break will additionally incur fee equal to or less than the monthly rent rate and security deposit will be returned less any damage to residence. The Landlord reserves the right to agree that the new person is suitable to sign a lease and has the right to refuse this person for any reason.
- M) **Move-in:** On move-in day, tenant agrees that the residence is in satisfactory condition. Should there be any concerns about the condition of the residence, the tenant shall email Landlord a list and/or photos of what is not in satisfactory condition (If signing lease before move-in, tenant will have the opportunity to document any concerns upon moving in).
- N) **Lease-end:** Upon lease-end, Fifty Dollars (\$50.00) is charged to each tenant (used to pay for professional cleaning crew, minor repairs and maintenance to prepare residence for next tenant).

I HAVE READ AND FULLY UNDERSTAND THE ABOVE TERMS OF THIS LEASE AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. I ALSO ACKNOWLEDGE THAT THE LANDLORD HAS PROVIDED ME WITH A PERSONAL COPY OF THIS ENTIRE LEASE AND TERMS FOR ME TO KEEP FOR MY RECORDS.

Date of Signing: _____, 20 ____

Tenant Name: _____

Tenant Signature: _____

Landlord or Landlord Representative Signature:

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TENANT CONTACT INFORMATION:

Phone: _____

Email: _____

Emergency Contact Name & Phone: _____

