

Property type: Condominium/Townhome/Garden Apt

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 the 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 Three hundred Dollars (\$ 300.00), receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of the 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 hereof. Security deposit will be returned in 30 to 45 days after lease-end.
6. **Quiet enjoyment.** Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
7. **Pets.** No pets are permitted (UT/UTN) unless a Pet addendum to lease is signed in advance (Colville)
8. **Parking Passes.** If parking permits are issued, Tenant is responsible for all costs to replace any lost or stolen parking permits.
9. **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 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.
10. **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 the written consent of Landlord. **Guests of Tenant may occupy demised premises no longer than 3 days in any one month. Longer stay by guests must be pre-approved by Landlord.**
11. **Locks/Keys.** Tenant will be given 1 key to the premises and 1 mailbox key. If all keys are not returned to the Landlord following termination of lease, Tenant shall be charged twenty five dollars (\$25.00) per key. Changing locks on doors or mailbox is not permitted.
12. **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. If new lock/s need to be installed by Landlord due to special locking system in residence, the cost to Tenant is thirty dollars (\$30.00).

- 13. Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty of any other cause whatsoever with respect to any car of its contents. A valid parking tag hung on the rear-view window in addition to an automobile that is fully current, meaning up-to-date inspection, license plates and registration is necessary. Property management has the right to give warning and if not brought current, tow any vehicles, which are not current.
- 14. Alterations and Improvements.** Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.
- 15. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire of 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 rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
- 16. Dangerous Materials.** Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 17. 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 and improvements thereon.
- 18. Maintenance and Repair.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the property clean; keep the outside of the property free from trash or debris; and at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and 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.
- 19. Painting.** Landlord reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
- 20. 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 shall obtain a Tenant's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.
- 21. Renewal of Lease.** This lease does not automatically renew. A new lease agreement must be signed. The Tenant must notify the Landlord 90 days before the term expires of their intent to renew or vacate the property. This lease expires unless a new lease is signed.
- 22. 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.

- 23. Default.** If any default is made in the payment of rent, any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
- 24. Binding 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.
- 25. 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 1: Lease Terms

A) Rent is due on the 1st of every month and is considered late if received after the 5th. It is imperative that you pay your rent on time.

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 FICO 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, every time.

B) I understand that lease terminates on July 28 @ 12pm. Holding over will be charged \$50/day _____

-TENANT INITIALS

C) Smoking/Drug Policy: No drugs are permitted in the condo at any time, that includes marijuana.

You are free to smoke cigarettes on the balcony with the sliding door closed. The inside of the condo must be a smoke-free environment at all times. Candles are also strictly forbidden due to fire hazard. **IMPORTANT NOTE:** If you smoke inside the condo 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 guardian pay for all damages (if sprinklers are initiated, your unit and the one below and possibly the one below that will be severely damaged by hundreds of gallons of water and repair costs can easily reach \$10,000 or much more). **Don't risk it! Please don't light candles and only smoke on the patio so we can all sleep well at night.**

_____ **-TENANT INITIALS**

D) Toilets: By initialing, you certify that you will advise the landlord the minute you hear a runny toilet. If you do not know what a running toilet sounds like, instead of it being silent, you will hear what sounds like water rushing through it, which means that the toilet needs immediate attention or there will be a huge water bill which you will be responsible for. _____ **-TENANT INITIALS**

E) Bedbugs: Upon move-in, your apartment will be completely bedbug free. If during the duration of the lease you find bedbugs in your room, you will be responsible for any costs to remove them. _____ **-TENANT INITIALS**

E) If any rules stipulated by the condo complex 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 (\$100 fine), BBQ's on the patio (\$100 fine) and any garbage/trash bags in front of your doorstep or patio (\$100 fine).** The property manager frequently walks the property and photographs any violations so typically the fines are irrefutable. _____ **-TENANT INITIALS**

G) No painting or any other modifications to the condominium is permitted although no written permission is necessary to hang pictures, posters and mirrors as long as no holes larger than 1/16 inch are left at lease-end.

H) Signs: The tenant may display no signs which are visible from the outside of the property. The landlord may display "for sale" or "for rent" signs in the windows at any time and for any length of time.

I) Utilities are included up to the following for **power & water/sewer: power up to \$35 per person per month (4 bedroom cap \$140, 3 bedroom cap \$115, 2 bedroom cap \$70) water/sewer up to \$15 per person month (4 bedroom cap \$60, 3 bedroom cap \$45, 2 bedroom cap \$30)**. For typical usage, these limits should rarely be exceeded. Any usage over 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 condominium equally. Basic cable and high-speed modem/internet connection are also included in your rent but contain the following stipulation: It is the tenant's responsibility to provide the hardware other than the modem. **Landlord supplies the modem only. If experiencing difficulty, direct questions to Time Warner and check modem receiving signal. If modem is receiving signal, then the problem is no longer a landlord obligation. Personal software, computer and routing issues are tenant obligations.**

J) Your bedroom key is unique to your bedroom and common with your roommates to the front door. If you lock your key in your bedroom you will not be able to get in with another roommate's key. It is strongly suggested that you immediately make a copy of your key and give it to a friend/family member in case you get locked out. If property manager is called to let you in, there will be a **\$30 charge** payable at time of unlocking door. If you lose your door/room key, it is \$25 to replace it.

K) Landlord is not responsible for outgoing pipe drain issues (meaning if your sink/toilet clogs up because of hair, etc. or you put something in the toilet/insinkerator that clogged it up). That being said, if your clog is determined to be due to mechanical failure and not your doing, the landlord will be responsible for hiring a plumber to fix it.

L) Waterbeds are not permitted.

M) **Disputes.** Venue for any dispute shall be only in Charlotte, NC, 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.

N) I understand that I am signing a _____ month / year lease and that if for any reason I have to break this lease before the completion of the 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. The landlord has to agree that the new person is suitable to sign a lease and has the right to refuse this person for any reason.

O) Upon lease-end, fifty dollars (\$50.00) is charged to each tenant (used to pay for cleaning crew and maintenance to prepare for next tenant).

P) On move-in day, I agree that the property at time of lease signing is in satisfactory condition. I would like to list the following, which is not in satisfactory condition, which may result in a deduction from security deposit at lease-end (if signing lease before move-in, you will have opportunity to document anything when you move in). You can also email us a list.

I HAVE READ AND FULLY UNDESTAND THE ABOVE TERMS 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: _____

