

## RESIDENTIAL RENTAL CONTRACT

Landlord agrees to lease the Premises to Tenant on the following terms and conditions. This lease (the "Contract") will be binding when signed by Tenant and Landlord or Agent, as applicable.

"Tenant": \_\_\_\_\_

"Landlord": \_\_\_\_\_

"Agent": \_\_\_\_\_

"Premises": Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_ NC  
Apartment Complex: \_\_\_\_\_ Apartment No. \_\_\_\_\_  
Other Description: \_\_\_\_\_  
Premises will include both the inside and outside of any dwelling unit, and any exterior areas such as any front and back yard, in Tenant's exclusive control.

"Initial Term": Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

"Rent": \$ \_\_\_\_\_ "Payment Period": ☐ monthly ☐ weekly ☐ yearly ☐ other: \_\_\_\_\_

"Security Deposit": \$ \_\_\_\_\_ deposited with: (check one) ☐ Landlord ☐ Agent

Deposit Bank Name and Address: \_\_\_\_\_

"Permitted Occupants": (other than Tenant): \_\_\_\_\_

Tenant Emergency Contact (name and information): \_\_\_\_\_

Military Status: Tenant ☐ is ☐ is not in active military service.

### 1. Termination and Renewal:

- Termination at End of Initial Term:* Either Landlord or Tenant may terminate the tenancy herein by giving written notice to the other at least \_\_\_\_\_ days prior to the end of the Initial Term.
- Renewal:* If no written notice is given as provided in paragraph 1(a), then the tenancy will automatically become a \_\_\_\_\_ to \_\_\_\_\_ tenancy ("Renewal Period") on the same terms and conditions in this Contract; provided, however, that Landlord may send written notice to Tenant that informs Tenant of any increase or decrease in Rent due per Renewal Period. Landlord may send written notice about changes in Rent at any time during a Renewal Period, with changes being applicable to the next Renewal Period.
- Termination During Renewal:* If the tenancy becomes month-to-month after the Initial Term, then Landlord or Tenant may give written notice to terminate at any time during a given month that the tenancy will end at the end of the next month. If the tenancy is renewed on anything other than a month-to-month renewal after the Initial Term, then the tenancy may be terminated by Landlord or Tenant by giving the other \_\_\_\_\_ days written notice prior to the last day of the Renewal Period, with the termination being effective for the end of that Renewal Period.

- Rent; Delivery of Possession:** Tenant must pay Rent as Landlord or Agent directs. No notice or demand is required by Landlord to require payment. The first Rent payment, which will be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on \_\_\_\_\_. After that, all Rent must be paid on or before the **FIRST** day of each Payment Period. Rent not paid on or before the first day of the Payment Period will be late, and a breach of this Contract. See paragraph 17 for more details. Tenant agrees that Landlord has no duty to deliver possession of the Premises, including any means of access, unless Tenant has both paid Rent and delivered the Security Deposit.

### 3. Late Payment Fees and Returned Check Fees:

- A late payment fee will be assessed if Rent is five days late or more. The late payment fee will be due immediately and automatically added to Rent. Tenant agrees, in addition to any other remedies for dishonored funds, to pay the Returned Check Fee for each check from Tenant that is returned by the financial institution because of insufficient funds or because Tenant did not have an account at the financial institution.
- Late Payment Fee:* \$ \_\_\_\_\_ OR \_\_\_\_\_ % of rental payment, whichever is greater. State law provides that the late fee may not exceed \$15.00 or 5% of the rental payment, whichever is greater.
- Returned Check Fee:* \$ \_\_\_\_\_. The maximum processing fee allowed under State law is \$35.00.



4. **Security Deposit:** The Security Deposit must be paid prior to Tenant's occupancy of the Premises, and shall be administered in accordance with the North Carolina Tenant Security Deposit Act (the "Act").
- Once the tenancy in this Contract terminates, Landlord may deduct from the Security Deposit amounts permitted under the Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If Tenant's address is unknown to Landlord, Landlord may deduct any permitted amounts and shall then hold the balance of the Security Deposit for Tenant's collection.
  - THE SECURITY DEPOSIT MAY, IN THE DISCRETION OF EITHER LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON TENANT SECURITY DEPOSIT SHALL BELONG TO LANDLORD OR AS 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.
  - ☐ (Optional) If a portion of Tenant Security Deposit, up to and including \$100, is payable to Tenant and remains unclaimed for one year following the termination of the tenancy herein, Tenant directs that such unclaimed funds be paid to the following charitable organization: \_\_\_\_\_ on Tenant's behalf. If the unclaimed funds payable to Tenant exceed \$100, then Landlord shall hold the funds and escheat them to the State as required by law. During the one year waiting period herein, Landlord and/or Agent agree to use reasonable efforts to locate and inform Tenant of the unclaimed deposit. Landlord and/or Agent should keep written documentation of such efforts.
  - If Landlord removes Agent or Agent resigns, Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent to Landlord or anyone Landlord designates. Agent will notify Tenant by mail of the transfer and of the name and address of who has the deposit. Tenant agrees the transfer will relieve Agent of any further liability with respect to Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent will transfer Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.
5. **Tenant's Obligations:** Unless otherwise agreed upon, Tenant and any guest of Tenant will:
- Use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
  - Use the Premises lawfully and not for any unlawful or immoral purpose or in a way that causes a nuisance on or in the immediate vicinity of the Premises or a common area;
  - Keep the Premises in a clean and safe condition, including without limitation all plumbing, facilities, and appliances;
  - Cause no unsafe or unsanitary condition in the common areas or around the Premises;
  - Comply with all applicable building and housing codes and regulations of the Premises owners' association, if any;
  - 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;
  - 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;
  - Not deliberately or negligently destroy, deface, damage, or remove any part of the Premises, whether inside or outside any dwelling unit, or permit any person, known or unknown to Tenant, to do so;
  - Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in Tenant's exclusive control (including but not limited to all appliances and fixtures) unless the damage, defacement, or removal was due to ordinary wear and tear, acts of Landlord or Landlord's agent, defective products supplied or repairs authorized by Landlord, acts of third parties not invitees of Tenant, or natural forces;
  - Pay the costs of all utilities to the Premises, including, but not limited to, water, electric, sewer, and gas services, and others in paragraph 7 below, and keep any such utility services continuously connected and in use;
  - Act in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises or any common area;
  - Not abandon or vacate the Premises during the Initial Term or any renewal terms. Tenant will be deemed to have abandoned the Premises if Tenant removes substantially all his possessions from the Premises or if Tenant returns their keys;
  - Not burn, smoke, or vape any substance, including tobacco, marijuana, or any other material or drug of any kind in any interior portion of the Premises, including any detached structures, and to pay the cost of any abatement, cleaning, ductwork replacement that may be necessary as a result of Tenant's failure to comply with this obligation; and
  - Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Landlord's Obligations:** Unless otherwise agreed, Landlord will within a reasonable period of time:
- Comply with the applicable building and housing codes to the extent required by such building and housing codes;
  - 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 11, Tenant will be liable to Landlord for any repairs necessitated by Tenant's intentional or negligent misuse of the Premises;
  - Keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
  - After receiving written notice from Tenant, repair all facilities and appliances, if any, which are furnished by Landlord on the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems; and
  - 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. **Utilities and Services:** Landlord and Tenant agree that responsibility for utilities and services will be as follows.

Sewer/Septic	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A	Electric	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Landscaping	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A	Gas	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Lawn Maintenance	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A	Water	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Trash/Dumpster	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A				
Other: _____	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A				
Other: _____	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A				

Landlord and Tenant agree to timely pay for the utilities and services for which they are responsible, including payment for metering, hook-up, or other fees associated with starting, maintaining, and ending the utility or service. Landlord and Tenant also agree that the above utilities and services will be kept in that party's name during the tenancy. Tenant agrees to ensure that any utility or service above is switched to Tenant's name on or before the Beginning Date of the Initial Term. Tenant agrees to keep the utilities turned on during the entire tenancy.

8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery-operated or electrical. Tenant shall notify Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if Landlord is notified of needed replacement or repairs in writing by Tenant. Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy. Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy *and Tenant shall replace the batteries as needed during the tenancy*, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.
9. **Rules and Regulations:** Tenant, Permitted Occupants, and any guest of Tenant must comply with Landlord's existing rules and regulations and any future reasonable rules and regulations that Landlord may choose to adopt governing the use and occupancy of the Premises and any common areas (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 at any time; provided however, such changes and additions may not alter the essential terms of this Contract or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice to Tenant. A copy of the existing Rules and Regulations are attached and Tenant acknowledges reading them. The Rules and Regulations are expressly incorporated into this Contract.

- The Premises ☐ is ☐ is not subject to regulation by an owners' association.
- Name, address, and contact information for owners' association, if any: \_\_\_\_\_

10. **Right of Entry:** Landlord, Agent, and their respective agents and representatives reserve the right to enter the Premises during reasonable hours to: (1) inspect the Premises and Tenant's compliance with this Contract; (2) make any repairs, alterations, improvements, or additions they may deem appropriate; (3) show the Premises to prospective purchasers or tenants, including the right to enter and take pictures of the Premises; and (4) display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. In the case of an emergency, Landlord, Agent, and their agents and representatives may enter the Premises at any hour to repair, preserve, or prevent further damage from occurring, and Tenant agrees to cooperate.

11. **Payment for repair of Damages:** 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. Such damage may include, but is not limited to, window panes, shutters, or screens damaged by Tenant, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet, unauthorized paint colors, and lawn, shrubbery, or tree damage caused by Tenant or Tenant's animals.
12. **Pets:** Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to Tenant or anyone else, including but not limited to, dogs, cats, birds, rodents, reptiles, or marine animals, unless permitted under the terms of a Pet Addendum attached to this Contract. Tenant shall be subject to a fine of \$ \_\_\_\_\_ for each animal or pet kept or allowed on the Premises in violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Contract, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand. Payment of any such fine(s) shall not permit Tenant to keep any animal or pet for which the fine was imposed, and Landlord retains the right to terminate this Contract if the violation continues following notice given in accordance with paragraph 17.
13. **Alterations:** 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, decorate the Premises, change or remove any existing locks or add any additional locks, or make any alterations, additions, or improvements in, to, on or about the Premises *without Landlord's prior written consent*, and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Tenant's expense and at such times and in such manner as Landlord may approve, and keys for any changed or additional locks shall immediately be provided to Landlord. All alterations, additions, and improvements upon the Premises, made by either Landlord or Tenant, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
14. **Occupants:** Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and Permitted Occupants. Tenant shall be subject to a fine of \$ \_\_\_\_\_ for each person occupying or using the Premises in violation of this paragraph, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand therefor. Payment of any such fine(s) shall not permit any person for whom the fine was imposed to occupy or use the Premises as a residence, and Landlord retains the right to terminate this Contract if the violation continues following notice given in accordance with paragraph 17.
15. **Rental Application:** In the event Tenant has submitted a Rental Application in connection with this Contract, Tenant acknowledges that Landlord has relied upon the Application as an inducement for entering this Contract 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, Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.
16. **Termination; Reasonable Efforts; and Tenant's Duties:** In the event Tenant terminates the Tenancy prior to the end of the term then in effect, Landlord will use reasonable efforts to re-rent the Premises, *but Tenant shall remain responsible for the performance of all Tenant's obligations under this Contract until such time as Landlord may be able to re-rent the Premises*, unless Landlord and Tenant agree otherwise in writing. Upon any termination of the Tenancy herein, whether by Landlord or Tenant, and whether for breach or otherwise, Tenant must:
- Pay for any costs or damages incurred by Landlord for Tenant's breach of this Contract;
  - Pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued;
  - Vacate the Premises removing there from all Tenant's personal property of whatever nature;
  - Properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves, and sinks, removing there from all rubbish, trash, garbage, and refuse;
  - 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;
  - Fasten and lock all doors and windows;
  - Return to Landlord any and all keys, other access devices, parking and pool passes, garage door openers and other similar items to the Premises and any amenities;
  - Restore the level of fuel in any fuel tank used by Tenant to its level as of the Beginning Date of the Tenancy; and
  - Notify Landlord of the address to which the balance of the Security Deposit may be returned. If Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to Landlord for the actual costs of cleaning (over and above ordinary wear and tear).

**17. Tenant Breach; Termination; Demand for Possession; and Fees:**

- a. *Failure to pay Rent; Criminal Activity:* Tenant will be in immediate breach of this Contract if rent is not paid when it is due or if Tenant, Permitted Occupants, or any guest of Tenant engages in criminal activity on or near the Premises or a common area.
- b. *Failure to Cure Other Violations:* Tenant will be in breach of this Contract if Tenant fails to perform any other obligation in this Contract or imposed by law (except criminal activity), and such failure continues after Landlord provides written notice to cure and the violation is either not cured within 5 days; or if the violation is cured within 5 days, the failure occurs again at any time during any term of this Contract without further required notice from Landlord.
- c. *Type of Termination:* In addition to any other remedies at law, Landlord may terminate this Contract or terminate Tenant's right of possession of the Premises upon Tenant's breach of this Contract.
- d. *Demand for Possession:* Upon Landlord's written demand given to Tenant in accordance with paragraph 31, Landlord shall be immediately entitled to possession of the Premises if Landlord terminates this Contract or terminates Tenant's right of possession or if Tenant is holding over after the term of the Lease has expired. Any demand for possession may be provided contemporaneously with any notice of termination provided under subparagraph (a) above. In the event Tenant fails or refuses to surrender possession of the Premises, Landlord may, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises through a summary ejectment proceeding.
- e. *Fees and Costs in Summary Ejectment:* If a summary ejectment proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant any fees and costs under North Carolina law, including, but not limited to: (i) filing fees charged by the court; (ii) service of process fees; (iii) reasonable attorneys' fees actually incurred not to exceed 15% of the amount owed by Tenant, or 15% of the monthly rent stated in this Contract if the summary ejectment proceeding is based on a default other than the nonpayment of rent; and (iv) one of the following under N.C.G.S. § 42-46:
  - Complaint Filing Fee: \$ \_\_\_\_\_ OR \_\_\_\_\_ % of rental payment, whichever is greater (*Fee may not exceed \$15.00 or 5% of the rental payment, whichever is greater.*)
  - Court Appearance Fee: \_\_\_\_\_ % of rental payment (*Fee may not exceed 10% of the rental payment.*)
  - Second Trial Fee: \_\_\_\_\_ % of rental payment (*Fee may not exceed 12% of the rental payment.*)
- f. *Acceptance of Partial Rent:* Tenant understands that, as allowed in N.C.G.S. § 42-26, Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Contract or limit Landlord's rights to evict Tenant through summary ejectment, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.
- g. *Termination of Lease:* In the event Landlord terminates this Contract, 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 Tenant's breach, including but not limited to damages for Tenant's continued occupancy of the Premises following termination.
- h. *Termination of Possession:* In the event Landlord terminates Tenant's right of possession without terminating this Contract, 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 Landlord for any deficiency. In the event Landlord institutes a legal action against 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.

- 18. Landlord's Default; Limitation of Remedies and Damages:** Until Tenant notifies Landlord in writing of an alleged default and affords Landlord a reasonable time within which to cure, no default by 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 Contract and Tenant shall have no right to terminate this Contract 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 Contract and Tenant shall have no right to terminate this Contract or to suspend his performance hereunder. In any legal action instituted by Tenant against Landlord, Tenant's damages shall be limited to the difference, if any, between the rent reserved in this Contract and the reasonable rental value of the Premises, taking into account Landlord's breach or breaches, and in no event, except in the case of Landlord's willful or wanton negligence, shall 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.

19. **Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against Tenant or if Tenant makes any assignment for the benefit of creditors, Landlord may, at his option, immediately terminate the 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. **Renter's Insurance; Release; and Indemnity:** Tenant ☐ is ☐ is not required maintain a renter's insurance policy during the effectiveness of this Contract. If Tenant is required to maintain such insurance, Tenant must: (a) if possible, name Landlord and Agent as an additional insured; (b) provide a copy of the renter's insurance policy on request; and (c) make sure the policy additionally covers bodily injury and property damage for which Tenant may be liable in the amount of \_\_\_\_\_. Whether or not Tenant is required to obtain a renter's insurance policy, 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 Tenant secures such insurance, Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of 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 Landlord. Tenant agrees to release and indemnify Landlord and his agents from and against liability for injury to the person of 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 Landlord or his agents.
21. **Agent:** Landlord and Tenant acknowledge that Landlord may, from time to time in his discretion, engage a third party ("Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If Agent is managing, supervising, and operating the Premises at the time this Contract is executed, his name will be shown as "Agent" on the first page hereof. Agent may also be specified at a later time. With respect to any Agent engaged by Landlord, Landlord and 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 Landlord and Agent; (3) Agent may perform without objection from Tenant, any obligation or exercise any right of Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by Landlord, as if performed by Landlord; (4) Tenant shall pay all rents to the Agent if directed to do so by Landlord; (5) except as otherwise provided by law, Agent shall not be liable to Tenant for the nonperformance of the obligations or promises of Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between Landlord and Agent; however, Landlord and Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) 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:** 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. Landlord and Tenant agree that the courts shall liberally and broadly interpret this Contract, 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 Landlord or Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this Contract; (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 Contract shall not affect the validity of any other provisions hereof and this Contract shall be construed and enforced as if such invalid provision(s) were not included.
23. **Amendment of Laws:** If after the execution of this Contract any state statute regulating or affecting any duty or obligation imposed upon Landlord pursuant to this Contract is enacted, amended, or repealed, 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 Contract.
24. **Eminent Domain and Casualties:** Landlord shall have the option to terminate this Contract if the Premises, or any substantial part thereof, are condemned or sold in lieu of condemnation or damaged by flood, storm, fire, or other casualty. Landlord shall give Tenant at least thirty (30) days written notice of any such termination. This Contract shall terminate as of the date specified in the notice and the rent will be accounted for between Landlord and Tenant as of that date.
25. **Assignment; Waiver; Joint and Several Liability:** Tenant may not assign this Contract or sublet the Premises in whole or part. No waiver of any breach of any obligation or promise herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. If multiple persons are listed as Tenant, their obligations under this Contract are joint and several.
26. **Inspection of Premises:** Within \_\_\_\_\_ days of occupying the Premises, Tenant has the right to inspect the Premises and complete a property assessment and provide it to Landlord in writing.

27. **Other Terms and Conditions:** Itemize all addenda to this Contract and attach hereto:

- ☐ Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (pre-1978 built Premises)
- ☐ Maintenance Addendum (form 440-T)
- ☐ Pet Addendum (form 442-T)
- ☐ Assistance Animal Addendum (form 443-T)
- ☐ Guaranty Addendum (form 445-T)
- ☐ Other Addenda: \_\_\_\_\_

28. **Additional Contract Terms:** \_\_\_\_\_

29. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this Contract, Landlord may provide information about Tenant or relating to the Tenancy in accordance with applicable laws, including but not limited to providing such information to a credit reporting agency.

30. **Execution; Counterparts; Entire Agreement:** Tenant acknowledges they have read and agree to the provisions of this Contract. This Contract is executed in \_\_\_\_\_ (number) counterparts with an executed counterpart being retained by each party. This Contract 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.

31. **Use of Electronic Means; Notice.** The parties agree that electronic means may be used to sign this Contract or to make any modifications the parties may agree to, and that any written notice, communication, or documents may be transmitted electronically to any e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Contract. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to Tenant at the address of the Premises and to Landlord at the address of the Agent.

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.

**Landlord:** (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Landlord:** (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Landlord:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Agent:** (Firm Name) \_\_\_\_\_ (Firm Lic. #) \_\_\_\_\_ (Phone) \_\_\_\_\_

By: (Agent Signature) \_\_\_\_\_ (License #) \_\_\_\_\_ (Date) \_\_\_\_\_

Office Address: \_\_\_\_\_

Agent Contact: (Phone, Fax, and Email) \_\_\_\_\_

**Tenant:** (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact Information (Phone, Email, etc.): \_\_\_\_\_

**Tenant:** (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact Information (Phone, Email, etc.): \_\_\_\_\_

**Tenant:** (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact Information (Phone, Email, etc.): \_\_\_\_\_

**Tenant:** (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact Information (Phone, Email, etc.): \_\_\_\_\_