

RESIDENTIAL LEASE
PROPERTY
LESSEES NAME
DATE
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RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on _____
between _____, herein referred to as Lessor, and _____,
herein referred to as Lessee, Lessor leases to Lessee the premises
situated at _____, in the City of Raleigh, County of Wake,
State of North Carolina, and more particularly described as follows:
_____ bedroom, _____ bath, apartment of approx. _____ square feet,
together with all appurtenances, for a term of _____, to commence on
_____ and to end on _____, at 12 noon.

1. RENT. Lessee agrees to pay, without demand to Lessor as
rent for the demised premises the sum of _____,
in advance on the first day of each calendar month beginning _____,
at 1716 Park Drive, City of Raleigh, State of North Carolina 27605, or
at such other place as Lessor may designate. If rent is not received
by the 5th of the month a late fee of 5% of the monthly rent will be
assessed. Lessee also agrees to pay a twenty dollar (\$ 20.00)
processing fee for each check of Lessee that is returned by the
financial institution because of insufficient funds or because the
Lessee did not have an account at the financial institution. Lessee is
required to pay the late fee in addition to any returned check
processing fee in the event that the Lessee's check is returned by the
financial institution for insufficient funds.

2. SECURITY DEPOSIT. On execution of this lease, Lessee
deposits with Lessor _____, receipt of which
is previously acknowledged as security for the faithful performance by
Lessee of the terms hereof, to be returned to Lessee, without interest,
on the full and faithful performance by Lessee of the provisions
hereof.

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3. QUIET ENJOYMENT. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

4. USE OF PREMISES. The demised premises shall be used and occupied by the Lessee exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, the sidewalks and drives connected thereto, during the term of this lease.

5. NUMBER OF OCCUPANTS. Lessee agrees that the demised premises shall be occupied by no more than ____ persons, consisting of ____ adults, without the written consent of Lessor.

6. CONDITION OF PREMISES. Lessee stipulates that he/she has examined the demised premises (upon date of occupancy), including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

7. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent; by Lessor to one assignment, subletting, concessions or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the buildings on the demised premises or construct any buildings or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
9. DAMAGE TO PREMISES. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor 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 Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor 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.
10. DANGEROUS MATERIALS. Lessee 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.
11. UTILITIES. Lessee shall be responsible for arranging for and paying for all utility services required on the premises (WATER, GAS, ELECTRICITY, TELEPHONE AND CABLE), except that, _____ shall be provided by Lessor.

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12. MAINTENANCE AND REPAIR. Lessee will, at Lessee's 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, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the walks and drives free from dirt and debris; and, at Lessee's sole expense, shall make all required repairs to the plumbing, range, heating and cooling apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

13. ANIMALS. Lessee may keep no pets without prior approval of Lessor and payment of a one hundred dollar (\$ 100.00) non-refundable pet fee. The presence of unauthorized animals found in or about the demised premises will, at Lessors option, result in termination of this lease agreement.

14. RIGHT OF INSPECTION. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

15. DISPLAY OF SIGNS. During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. SUBORDINATION OF LEASE. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. **HOLDOVER BY LESSEE.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

18. **SURRENDER OF PREMISES.** At the expiration of the lease term, Lessee 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.

19. **DEFAULT.** If any default is made in the payment of rent, or 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 Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee 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, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. **ABANDONMENT.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part to the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term had this lease continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any

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manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. 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.

22. OTHER TERMS (HOUSE RULES)

- 1) Lawn mowing and yard maintenance is the responsibility of the Lessor.
- 2) Driveway at the front of the garage (left front side of the building) is reserved as a loading and unloading zone for delivery and tradesmen's vehicles. All building occupants are limited to 15 minutes for loading and unloading only. All vehicles (both tenant and visitor) must park where permitted on the public street. Vehicles parked in the loading zone longer than 15 minutes will be towed at the owners expense.
- 3) Maintenance of pets (if permitted under terms of this lease) by the lessee (both inside and outside the premises) is to be done with consideration for other tenants privacy and quiet use of the premises. No outside pens or structures are permitted.
- 4) Storage of lessee personal property on common porches, hallways or yard is not permitted without consent of lessor.
- 5) Grilling or other outdoor cooking is not permitted on covered porches. The use of outdoor grilles must be done at least 10 feet from the perimeter of the house.
- 6) Lessee acknowledges that other tenants sharing the premises have rights to privacy and quite enjoyment of the premises and will conduct their activities with due respect and consideration of these other tenants as well as adjoining neighbors.
- 7) Common hallway doors are to remain closed in a latched (locked) position after use.
- 8) Holes made in the walls for the purpose of hanging pictures, shelves or other supports should be made by DRILLING ONLY. NO NAILS MAY BE DRIVEN INTO WALL OR CEILING SURFACES AND ATTEMPTS TO DO SO WILL EXTENSIVELY DAMAGE PLASTER AND ITS UNDER SUPPORT. Lessee is responsible for repair to all holes prior to vacating the premises.
- 9) Upon vacating premises Lessee is to remove all trash and debris, clean appliances, clean bathroom fixtures, and sweep or vacuum all floors and carpets. A walk through inspection will be held to check any damage before Lessee security deposit is returned.

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- 10) Lessee is responsible for placing and retrieving trash receptacles and recycle bin after scheduled pickups.
- 11) Lessee is responsible to change return air filter on Heating and Cooling system every three months. Filters are provided by Lessor.
- 12) NO ELECTRIC, KEROSENE, OR OTHER TYPE OF PORTABLE SPACE HEATERS ARE TO BE USED FOR PRIMARY OR SECONDARY SOURCES OF HEAT UNLESS APPROVED BY THE LESSOR.
- 13) Lessee agrees to the terms of and must sign the "Raleigh PROP addendum" (attached).
- 14) No Smoking is permitted inside the unit or in hallways and common porches or decks. Cleaning costs or damage resulting from this activity may be deducted from lessees security deposit.

23 NOTIFICATION OF PRESENCE OF LEAD BASED PAINTS

In accordance with Federal Law, Lessee is hereby notified that lead based paints may be present on interior and exterior finished surfaces of the premises.

IN WITNESS WHEREOF, the parties have executed this lease as dated below:

Lessor Date: _____ Lessee 1 Date: _____