

# LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between, **Christopher Scott** ("Landlord") and \_\_\_\_\_/\_\_\_\_\_ ("Tenant "or "Tenants") on \_\_\_\_\_, 20\_\_\_\_. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants.

## WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

### 1. Leased Premises; Term of Lease; etc.

**1.1 Leased Premises.** Landlord leases to Tenant or Tenants and Tenant or Tenants rents from Landlord, the premises located at: **803 (Number to be given) Pine St, Pembroke, NC 28372** (the "Premises") [complete address of Premises] to Tenant or Tenants.

**1.2 Original Term.** This Lease shall commence on \_\_\_\_\_ [start date] and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on \_\_\_\_\_ [end date] (the "Lease Term").

**1.3 Renewal Term.** Landlord reserves the right to give the Tenant or Tenants the opportunity to renew the lease yearly. Tenant or Tenants should not assume that renewals are automatic.

**1.4 Use of Premises.** Tenant or Tenants shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade. Tenant or Tenants will comply with all laws, rules, ordinances, statutes, and orders regarding the use of the Premises.

**1.5 Inspection of Premises.** Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide concerns to Landlord.

**1.6 Occupants of Premises. No more than 2 Adult tenants and 2 children under the age of 18 will be allowed to occupy an apartment unit.** Tenant or Tenant's understand that no other person or persons to include (Family, Relative, Friends shall live in the apartment). If anyone found to be living in the premises, **(TENANTor TENANTS)** will be evicted and **lean of balance for the contract will be enforced by law.**

### 2. Rent Payments, Late Fees.

**2.1 Rent.** Tenant shall pay to Landlord during the Lease Term as rent for the premises in the amount of **\$800.00** ("Rent") each month in advance on the **3<sup>rd</sup> Day** of each month.

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**2.2 Late Fees: \$35.00 for any payments received after the 3<sup>rd</sup> day of each month.**

**2.3 Manner of Payment.** The Rent, and all other sums payable by Tenant or Tenants to **Scotts Apartment Rentals** payable in lawful money of the United States of America (Check/Money Order) and shall be paid and mailed to **503 Island Grove Rd. Maxton, NC 28364**

**2.4 Receiving Payment.** Payment will be made in one payment. If apartment is shared by another tenant payment must be received in one sum, not in two payments one from another mailed in the same envelope.

**2.5 Eviction Policy** If payment is not received by the **10<sup>th</sup>** of the month, eviction procedures will begin. This will be at a cost of **\$250.00** to stop.

**2.6 Insufficient Funds.** Tenant agrees to pay the charge of \$ **35.00** for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds. If check is returned after the **10<sup>th</sup>** eviction policy comes in affect.

**3. Damage Deposit.**

**3.1 Damage Deposit. \$400.00 (the "Deposit" non refundable)**, Deposit is used to return apartment back to condition upon which it was given. (Painted, Carpet Cleaned) Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent.

**4. Default.**

**4.1 Event of Default.** If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written seven (7) days notice upon Tenant specifying the nature of said default and upon the expiration of said seven (7) days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.

**4.2 Physical Remedies.** If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

**4.3 Financial Remedies.** In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises or any part or parts thereof; and/or

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(iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. If after default by Tenant Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

## 5. Quiet Enjoyment.

**5.1 Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all the terms, covenants, and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.

**5.2 No outside guest is allowed after 2:00am daily inside or outside of their apartment.** At no time will tenant (s) or any guest have alcohol outside the apartment. At no time shall tenant (s) have loud music or noise caused by tenant (s) or guest. This will result in a breach of contract.

## 6. Assignment and Subletting.

**6.1 Assignment.** Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, under letting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, under tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

**7.0 Possession and Surrender.** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.

**7.1 Utilities and Services. Tenant will be responsible for all utilities and services required on the Premises, Power, Water, Telephone, Cable (Sewer and Trash included in water bill per city). Landlord will provide the following Grass Cutting**

**7.2 Pets. Tenant is not permitted to keep any Pets on the Premises.**

**7.3 Dangerous Materials.** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

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**7.4 Alterations and Improvements.** Tenant agrees not to make any improvements or alterations to the Premises. If any alterations, improvements, or changes are made to or built on or around the Premises, Personal property that can be removed without damage to the Premises.

**7.5 Maintenance and Repair.** Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean, and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises and fixtures that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent or visitor. Tenant agrees that no painting will be done on or about the Premises. Tenant shall promptly notify Landlord of any damage, defect, or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use his best efforts to repair or replace any such damaged or defective area, appliance, or equipment.

**7.6 Housekeeping** Tenant will not keep any materials in washroom area other than a small trash can, small clothes Hamper and broom with dustpan. This area is not for small refrigerators or a storage area. Bedrooms and closets will not have items piled on top of each other. Tenant will provide storage box for clothes and other items not stored in clothes cabinet.

**7.7 Damage to Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence, and the Lease continue according to its terms.

**8.0 Inspection of Premises.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and permitting entry. **There will be Quarterly Inspections**

**9.0 Abandonment.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease.

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Abandonment is defined as absence of the Tenant from the Premises for at least **10** consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

## **10. Extended Absences.**

**10.1 Extended Absences.** In the event Tenant will be away from the Premises for more than **10** consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

## **11. Security System.**

**11.1 Security System.** Tenant understands that Landlord provides a security alarm system as a noise deterrent. Alarm systems are not monitored by a security monitoring service. Outside cameras are for the landlord use. Tenant understands that such alarm system is not warranted to be complete in all respects or to be enough to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim, or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

## **12. Insurance.**

**12.1 Insurance.** Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

## **13. No Other Representations, Construction; Governing Law; Consents.**

**13.1 No Other Representations.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

**13.2 Construction and Severability.** If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or

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provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**13.3 Governing Law.** This Lease shall be governed in all respects by, and construed in accordance, with the laws of the State of North Carolina.

**14. Parties Bound.**

**14.1 Binding Effect.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**14.2 Exception.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period after the transfer of his interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord.

**15. Miscellaneous.**

**15.1 Entire Agreement.** This Lease contains all the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**15.2 No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

**15.3 Cumulative Rights.** Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

**15.4 Notice.** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of

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Rent. Either party may change such addresses from time to time by providing notice as set forth above.

**15.5 Headings.** The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections.

**15.6 Holdover.** If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over rental a monthly rental rate of **\$800.00**, unless otherwise agreed by the parties in writing; provided, however, that nothing in the foregoing provisions of this Section 15.6 shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease and shall be terminable on thirty (30) days notice by either party, or on longer notice if required by law.

**15.7 Indemnification.** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence.

**15.8 Legal Fees.** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorneys fees and costs in addition, to all other awarded relief.

**15.9 Keys.** Tenant will be given 2 key(s) to the Premises, entrance doors. Tenant shall be charged **\$25.00** if all keys are not returned to Landlord following termination of the Lease. **Tenant may not make a key copy for the apartment. Copies being made will result in tenant / tenants paying for the cost of new door and dead bolt lock replacements.**

**15.10 Display of Signs.** Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises and may enter the Premises for the purpose of to showing the property to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

**15.11 Liquid-Filled Furniture.** Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the Premises, without the prior written consent of Landlord.

**15.12 Loitering,** these signs are posted on the building to help ensure your safety. If at anytime you observe a person or persons that cause concern, or they are on the premises between the hours of 2am and 6am. Please call the Pembroke Police Department. **910-521-4333**. Police do not give out names or locations of callers.

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**15.13 Parking.** Each apartment has **3** marked parking spaces for each unit. There are posted Tenant Only parking signs on each building. It is the tenant's responsibility to inform their guess of the locations of their units parking. If a current tenant or their guess park in another units marked parking spaces, the tenant of that location has the right to have the vehicle towed at the owner's expense. Parking on grass, curbing or around the dumpster area is not permitted.

**ADDITIONAL TERMS & CONDITIONS.**

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

This Lease Agreement ("Lease") is entered by and between, **Christopher Scott** ("Landlord") and \_\_\_\_\_ / \_\_\_\_\_ ("Tenant "or "Tenants") on \_\_\_\_\_, 20\_\_\_\_. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants.

**LANDLORD:**

\_\_\_\_\_

**Christopher Scott** \_\_\_\_\_ Date: \_\_\_\_\_  
[Print Name]

**TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
[Print Name]

**TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
[Print Name]

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# PREMISES INSPECTION MOVE-IN / MOVE-OUT

The Premises should be inspected immediately before the Lease is signed or the Premises are occupied

Address of P	
Move In date	Move out date
Inspected by	Inspected by (for Tenant)

	MOVE-IN		Comments	MOVE-OUT		Comments
	OK	NO		OK	NO	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entry Area	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Living Areas	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Blinds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Carpeting	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Screens	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Storage	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stove	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window coverings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yard	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Wash-Machine	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dryer-Machine	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
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